



HOUSING & ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, May 18, 2021

TIME: 5:30 PM

LOCATION: VIA ZOOM

Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online.

Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be uploaded to portlandmaine.gov/livestream the next day. For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

Please click the link below to join the webinar:

<https://zoom.us/j/93002473828?pwd=YVdmL1g4ZThhMS9Md3J2eHQzMzNBdz09>

Passcode: 295064

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Webinar ID: 930 0247 3828

International numbers available: <https://zoom.us/j/93002473828?pwd=YVdmL1g4ZThhMS9Md3J2eHQzMzNBdz09>

1. Zoom Virtual Public Meeting Information

- a. Please click the link below to join the webinar:

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2. **Review and accept Minutes from May 4, 2021 Committee meeting.**

- a. See attached draft meeting Minutes.

3. **Public Hearing on Developer Proposals and vote to select the Developer to proceed with negotiations to enter into a public-private agreement to support construction of the proposed Homeless Service Center to be located on City-owned property at 654 Riverside Street – Greg Mitchell**

- a. See attached memorandum and materials.

NOTE: Executive Session: Pursuant to 1 M.R.S.A 405(6)(C) and 5 M.R.S.A. 13119-A the Committee may go into executive session to provide staff direction on negotiations.

4. **Public Hearing and Vote to Recommend to the City Council the Proposed Land Exchange Agreement between the City of Portland and Maine Department of Transportation (MDOT) – Greg Mitchell**

- a. See attached memorandum and materials.

NOTE: Executive Session: Pursuant to 1 M.R.S.A 405(6)(C) and 5 M.R.S.A. 13119-A the Committee may go into executive session to provide staff direction on negotiations.

Next Meeting Date: June 1, 2021

Minutes

Remote Housing and Economic Development Committee

May 4, 2021

NOTE: This meeting was held via Zoom and can be viewed at this link:

<http://www.portlandmaine.gov/1695/Economic-Development-Committee> These

Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, May 4, 2021, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Councilor Spencer Thibodeau and members Councilors Pious Ali, Tae Chong, and Andrew Zarro. Also present from the City Council was Councilor April Fournier. Present from the City staff were Housing and Community Development Division Director Mary Davis, Assessor Christopher Huff, Housing and Economic Development Director Greg Mitchell, Senior Executive Assistant Lori Paulette, and Housing Program Manager Victoria Volent.

Item #1: Zoom Meeting Information – no Committee action required.

Item #2: Review and vote on April 20, 2021, draft meeting Minutes.

On motion made by Councilor Chong, seconded by Councilor Zarro, the Committee voted unanimously (4-0) to accept the Minutes as published.

Item #3: Public Hearing on Portland Downtown Fiscal Year 2022 Budget and Work Plan for Committee Discussion and Vote to Recommend to the City Council – Cary Tyson

Mr. Mitchell noted that this is a routine, annual item for the City Council to authorize the Agreement with Portland Downtown, its Work Plan, and Assessment mil rate on the property in the Portland Downtown (PD) district in support of the PD Budget. The PD Board of Directors

approved a level budget from assessments from FY2021 to FY2022, that being \$1,036,500.

Because of the current City revaluation going on, the mil rate for the properties has not been set at this time; it is anticipated that it will be set during the City's budget process some time in June. Therefore, should the Committee recommend approval of this item to the City Council, it is anticipated that it will be on a City Council Agenda with the same timing as the City budget.

Cary Tyson, Executive Director of PD, thanked the staff and Councilors for their services to the City and for the opportunity to make a presentation for the FY2022 PD Budget and Work Plan. Noting that he started in the position 10 months ago in the height of the Pandemic, he has not had the opportunity to meet as many people in person but hopes to as it eases. Mr. Tyson said that, as Mr. Mitchell noted, the PD Board has approved level funding and then highlighted some of PD's recent successes, including the Tree Cam in Monument Square which was popular around the world, and work plan for FY2022, noting the need to strengthen its outreach and relationship building. This will include expanding its Board to include a residential renter representative.

Councilor Chong applauded PD for having Pandora's Lights stay up longer to brighten the area during the Pandemic. He questioned PD's strategies for this year's anticipated populations into the Old Port area, given that smaller cruise ships will start visiting Portland.

Mr. Tyson noted that at PD's Merchant Meeting today, it discussed the anticipated populations visiting and the possibility of developing a hand-out for businesses that has a consistent visual message to PD's business patrons. It will also work to promote the area more broadly to keep the clients in Portland for a longer period of time, given that traveling is still slower.

Councilor Zarro said that he likes PD's organization, noting that its partnerships is its biggest strength, and does Mr. Tyson see that growing.

Mr. Tyson agreed and is always looking to grow the partnerships, noting partnerships with the Woodfords area, Portland Museum of Art, Congress Square Park, to name a few and growing placemaking for the downtown.

Councilor Zarro asked about the Merchants meeting, particularly what their biggest issues are right now, and Mr. Tyson noted those to be workforce issues.

Councilor Zarro questioned the mil rate for FY2022 going up, and Mr. Mitchell noted that with the level budget proposed and the revaluation still going on, it is difficult to answer. However, it is anticipated that any increase/decrease will be minimal due to the level budget.

Councilor Chong noted that people are coming to Maine for the low COVID rate, and asked if there can be rewards/discounts if fully vaccinated. Could PD encourage where employees are fully vaccinated to promote that we are a safe destination.

Mr. Tyson said that he would defer to the lawyers, but he will be having conversations with Public Health to discuss possibilities.

Councilor Ali thanked PD for their services to help sustain the downtown through this Pandemic.

Chair Thibodeau then opened for public comment. Seeing none, the public comment session was closed.

Councilor Chong made a motion to forward this to the City Council for approval; Councilor Zarro seconded the motion.

Chair Thibodeau thanked PD for all their work to keep downtown sustainable, noting that he would like to see the Old Port Festival return at some point. See no further discussion, Chair Thibodeau then asked for a vote on the motion and it passed 4-0.

Item #4: New Applications for City Affordable Housing Financial Assistance to include City HOME, Housing Trust and/or Affordable Housing Tax Increment Financing District Sources

a) Review of Funding Resources and a Progress Update on the Development Projects Previously Awarded Funding for Committee discussion and direction – Mary Davis.

Ms. Davis began with an overview of available funding resources and an update on the progress of projects previously awarded funding and indicated that staff was seeking direction from the members of the HEDC regarding anticipated requests for additional funding.

After questions and discussion between Committee members and staff, Chair Thibodeau summarized the Committee's direction. Staff should continue to reinforce with developers that they should seek resources to fill funding gaps from all development partners, not just the City. As each request for additional funding is officially presented, staff should present it to the Committee for action.

Item #4(b): Public Hearing on an Affordable Housing Tax Increment Financing (TIF) District Credit Enhancement Agreement (CEA) and HOME and/or Housing Trust Fund Request for 73 Winter Street and Vote to Recommend Approval to the City Council – Victoria Volent.

NOTE: Executive Session: Pursuant to 1 M.R.S.A 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to provide staff direction on negotiations.

Item #4(c): Public Hearing on an Affordable Housing Tax Increment Financing (TIF) District Credit Enhancement Agreement (CEA) and HOME and/or Housing Trust Fund Request for 91 Winter Street and Vote to Recommend Approval to the City Council – Victoria Volent.

NOTE: Executive Session: Pursuant to 1 M.R.S.A 405(6)(C) and 5 M.R.S.A. 13119-A
the Committee may go into executive session to provide staff direction on negotiations.

Ms. Davis noted that for each of these, as the Agenda noted, staff requests the flexibility to use HOME and/or Housing Trust Funds, as well as AHTIF funding, for these projects. Staff prefers HOME but will make its recommendation when it is brought forward to the Council, pending a favorable recommendation today.

Ms. Volent noted that the City received these two requests in response to its AH Development and TIF Application. She shared her screen and showed both locations and what they look like now, empty parking lots behind the former Mercy Hospital on State Street, and renderings of both projects from different angles.

73 Winter Street

Ms. Volent indicated that Community Housing of Maine (CHOM), in partnership with Portland Housing Development Corporation (PHDC), is proposing to construct 41 rental units for family housing, to be known as “The Equinox”. This would be built on four floors, and she then described the make-up of the 41 units and community spaces. Ms. Volent then indicated that 25 units would be reserved for households earning at or below 50% AMI, and 16 units would be reserved for households at or below 60% AMI. Ms. Volent also noted that 10 units would be set aside for women and families working on all aspects of recovery through Northern Light Mercy’s McAuley program.

Ms. Volent noted that the Developer is requesting a \$400,000, 0% interest rate loan, deferred for 30 years. It is also requesting an AHTIF Credit Enhancement Agreement at 50% capture over 30 years, with an annual average of \$62,981 to the development, and 50% uncaptured to the City General Fund at \$62,981 annually over 30 years. Tax sheltering savings to the City are estimated an annual average at \$16,606.

91 Winter Street

Ms. Volent noted that this is also a partnership between CHOM and PHDC, who are proposing to construct 52 rental units in a new four-story building, to be known as Winter Landing, for seniors aged 55 and over. Ms. Volent then described the type of rental units and community spaces, as well as affordability levels, i.e., 32 units reserved to those at or below 50% AMI, and 20 units would be reserved for those at or below 60% AMI. She also noted that 15 units would be set aside for homeless individuals, focusing on those that have been staying at the City shelter for longer than 180 days.

Regarding financing, Ms. Volent noted that they are asking for a \$200,000, 0% interest loan deferred for 30 years, and an AHTIF at 50% capture over 30 years, with the other 50% going into the City's General Fund. Both the Developer and the City would realize an estimated \$62,602 from TIF revenue, and the City would realize tax sheltering savings at an estimated annual amount of \$18,352.

Chair Thibodeau questioned why the 50% capture rate versus the 75% capture rate that is generally requested, and Ms. Davis indicated that the Developer tried to right-size both requests at the beginning. She also noted that the third-party analysis of the financing is still underway, and the Council packet would have updated information.

Chair Thibodeau then opened for public comment. Seeing none, the public comment session was closed.

73 Winter Street

A motion was made by Councilor Chong to recommend to the City Council approval of this request; Councilor Zarro seconded the motion.

Chair Thibodeau clarified that for both of these TIF Districts, 50% of the increased assessed value taxes would go to the Developer, and 50% would go into the City's General

Fund. He then questioned the current ownership, and Ms. Davis indicated that both are now taxable.

Chair Thibodeau then asked for a vote on the motion, and it passed 4-0.

91 Winter Street

A motion was made by Councilor Chong to recommend to the City Council approval of this request; Councilor Zarro seconded the motion.

Chair Thibodeau appreciated the partnership with the City's homeless center for additional space, noting that is very much needed.

Chair Thibodeau then asked for a vote on the motion, and it passed 4-0.

Item #4: Public Hearing and Vote to Recommend to the City Council amending the Downtown Transit Oriented Development (TOD) TIF District to remove 73 and 91 Winter Street from the District in order for the properties to be their own free-standing Affordable Housing TIF Districts.

Mr. Mitchell noted that this is a companion item to the above AHTIF requests to amend the Downtown TOD TIF District to remove 73 and 91 Winter Street from the Downtown TOD TIF District for those properties to be their own free-standing AH TIF Districts.

Chair Thibodeau opened the meeting for public comment; seeing none he closed the public comment session.

A motion was made by Councilor Chong to recommend to the City Council approval of the proposed amendments to the Downtown TOD TIF District; Councilor Zarro seconded the motion.

Seeing no further discussion, Chair Thibodeau asked for a vote on the motion, and it passed 4-0.

Chair Thibodeau noted that the Committee's Work Plan was discussed at its April 6

meeting and added a few additional items, noting that the public can review the meeting Minutes from the City's website for further details. He also noted that the goal would be to have one meeting per month in June, July, and August.

A motion was then made by Councilor Chong to adjourn the meeting, seconded by Councilor Zarro. Chair Thibodeau asked for a vote on the motion and it passed 3-1 (Ali) at approximately 7:00 p.m.

Respectfully, Lori Paulette and Victoria Volent



CITY OF PORTLAND
Housing and Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: Housing and Economic Development Committee

From: Greg Mitchell

Date: May 12, 2021

Subject: Homeless Service Center Developer Selection

I. ONE SENTENCE SUMMARY

A Housing and Economic Development Committee vote is requested on the City staff recommendations to proceed into negotiations with a developer to construct a Homeless Service Center located at 654 Riverside Street on City-owned property.

II. BACKGROUND

Under City Council direction, the City issued a Request for Proposals (“RFP”) from developers to construct and lease to the City a Homeless Service Center located at 654 Riverside Street on City-owned property. The deadline to submit proposals was April 27, 2021. Three proposals were received.

City staff is presenting their recommendations to the Housing and Economic Development Committee to vote on the developer selection in order for staff to proceed with negotiations on land and tenant lease agreements.

III. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Creation of a new Homeless Service Center with wrap around services to improve service to the homeless population.

IV. FINANCIAL IMPACT

None at this point. This a City staff recommendation to enter into further negotiations with the RFP winner based on their initial proposal. Initially proposed lease amounts and terms are a starting point for negotiations, and the City and winning developer will work collaboratively to develop financing structures which are more cost effective for the City. If and when an acceptable financing approach was agreed upon with a developer, there would be additional Committee action required by both the Housing and Economic Development Committee and Finance Committee.

V. STAFF ANALYSIS AND BACKGROUND

A Selection Committee was established by the City Manager to review proposals received and provide their recommendations to the City Manager.

City staff reviewed all three proposals received and scored them based upon the Request for Proposal (copy attached) criteria.

The Developers Collaborative Proposal scored the highest due to the following:

- extensive local experience with redevelopment of former public and private properties;
- creative site design and modular type facility construction; and,
- proven ability to navigate challenging neighborhood and publicly controversial development projects.

VI. RECOMMENDATION

City staff recommends beginning negotiations with the Developers Collaborative based on their initial proposal.

VII. LIST ATTACHMENTS

RFP #21041

Developers Collaborative Proposal

FD Stonewater Proposal

Fuego Proposal

City of Portland, Maine
Request for Proposals
from Developers to Lease to the City
a Homeless Service Center at 654 Riverside Street

CITY HOMELESS SERVICE CENTER PROJECT

The City is requesting proposals from developers to own and lease to the City a Homeless Service Center located at 654 Riverside Street (the “Project”). The City does not currently have capital funding available to support the construction of the Project but does have operating budget funds available to support a 20 or 30-year lease. The Project must include sleeping, dining, and locker facilities, as well as offices and an attached health clinic as defined in greater detail later in the document. It is expected that proposals will include a Project developer, along with the complete Project team for all milestones of the project until City occupancy. Schematic level design work has been completed for both the building(s) and the site, which reflects initial programming needs communicated by the end users. The (4) attached plan pages represent the design which may be used as a starting point for design development. The (3) clear span sections were designed around insulated, tensioned fabric structures. This concept is acceptable but not a requirement.

Sealed Proposals shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line. Proposals will be received until **3:00 p.m., Tuesday, April 27, 2021** at which time they will be opened and read. Proposals may also be submitted via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public. It is the offeror’s sole responsibility to ensure that their proposal is submitted prior to the date and time specified. Late proposals shall not be accepted.

Proposals shall remain open to acceptance for one-hundred and twenty (120) days from their opening.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a registered vendor for this RFP.

QUESTIONS

Questions regarding this RFP shall be made **in writing only** and be sent to the Purchasing Office, being received no later than five working days prior to the proposal opening. They may be hand delivered, mailed, e-mailed to ccleveland@portlandmaine.gov or faxed to 207-874-8652. Questions that result in modifications to the RFP specifications will be in the form of a written addendum and sent to all potential proposers registered in the Purchasing Office.

EQUAL EMPLOYMENT OPPORTUNITIES. Any award recipient agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Contractor specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate.

RESERVATION OF RIGHTS. The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the bidder's qualifications, capability to perform, availability, past performance record and to verify that the bidder is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses, property owners or individuals who are delinquent in their financial obligations to the City. These obligations may include, but are not limited to real estate and personal property taxes and sewer user fees. Proposals who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

February 28, 2021

Karen C. Marston
Assistant Purchasing Manager

CITY HOMELESS SERVICE CENTER PROJECT OVERVIEW AND SCOPE OF SERVICES

OVERVIEW

It is the goal of the City of Portland to operate a new state-of-the-art, one story, adult Homeless Service Center Project to replace the Oxford Street Shelter. It will be open 24-hours and 7-days a week with on-site meals and a wide range of services including: health and mental health care, substance abuse treatment, housing assistance, peer support, case management, employment, and more.

The current adult shelter, Oxford Street Shelter, is not owned by the City, is poorly configured, does not have sufficient day space to accommodate residents, and is unable to offer meals or sufficient services on site. The building has three floors which require almost double the number of staff who could oversee guests in a single-story building designed specifically to shelter guests. It also has cramped sleeping space which necessitates floor mats rather than cots and utilizes a large area for sleeping in the eaves of the building.

The City anticipates that the **Project will support a capacity of 200 guests under pandemic social distancing requirements** and include the following elements:

- Covered entryway
- Security office adjacent to main entrance with space for CCTV monitors
- Double entry access (enough space to do searches before shelter guests may enter shelter)
- 200-space locker room attached to the building with internal and external entry – unheated
- Multi-purpose room/dining area with 200 seating capacity. Area for buffet style serving and access to kitchen
- Kitchen with room/equipment to serve 200, food prep area for breakfast, lunch, and dinner items, salads, soups, sandwiches, materials. Walk-ins, storage, freezers to hold enough prepared meals to serve 200 one hot meal per day - for up to one week
- Staff office area – 16 offices, conference room, copy/office equipment and storage areas, male/women bathrooms, gender neutral bathroom with shower, break room, reception area, waiting area, server room and electrical room – direct access to parking area.
- 15-20 staff lockers
- Large dormitory for male guests – 144 raised beds – 6 feet between, Female – 60 beds.
- All beds to have electrical outlets next to beds.
- Observation area where staff has a direct line of vision into all sleeping space and multipurpose space – containing a small meeting room and office large enough to accommodate wheel-chairs. Areas for computers and printers.
- Laundry/utility room sufficient to provide on-site laundry for residents and general facility needs

- Bicycle storage
- Men/Women/ Gender Neutral bathrooms/showers
- Three to four multi-purpose meeting rooms for service center guests having meetings, classes, activities, etc.
- Storage areas and a mechanical room
- Maintenance room
- Exterior trash compactor and appropriate space for recyclables and compostable waste
- An enclosed court-yard sufficient to accommodate residents and accessible from inside the service center only (emergency exit directly outside but alarmed). Partial cover.
- Parking for 28-30 vehicles
- Attached Health Clinic with direct access from inside the service center and also a separate entrance from outside the service center including:
 - ✓ 4 exam rooms
 - ✓ Reception and waiting area
 - ✓ Patient/staff bathrooms
 - ✓ Lab
 - ✓ Storage
 - ✓ 2 offices
 - ✓ Isolation room

The above design elements are based upon an initial preliminary plan and it is understood that although the functional elements of the Project will not change, the ultimate programming of the facility may change as the design is developed. The above itemization for programming of the space is given as a guide to elucidate the scope of design and is not considered final.

SITE

The Portland City Council approved 654 Riverside Street as the site for the Project. See attached pages to this RFP for a property description including maps, general notes and narratives.

Site Constraints

1. Easement required to access and maintain City Communication Tower.
2. Drainage easement on the south side of the site.
3. Easement at the site entrance required to access Portland Trails network to the Presumpscot River.
4. Site environmental assessment reports, recorded subdivision plan (2 amended recorded plans and proposed 3rd Amendment, including proposed 4-2 legal description). Also, a Phase II Environmental Assessment is available.
5. City is responsible for amending the Riverside Street Industrial Subdivision Plan to include the subject parcel (7.01 acres Lot 4-2). All current subdivision encumbrances apply.
6. Property to remain in City ownership and leased to the selected proposer.

SCOPE OF SERVICES

Space Programming

Provide a complete and final functional program for the new Project. This phase will include an initial project cost estimate. It will require meetings with the City's Health and Human Services Division to ensure all program requirements have been captured and integrated into the design.

Design

Provide the complete design for the Project. This phase of the project will include monthly meetings with the Homeless Service Center Committee and completion of all requirements associated with the City of Portland Planning Board's Major Site Plan Review. Project cost estimates will be completed at the 75% and 95% design level.

Administration

Provide inspection (including structural special inspections), supervision, and design support services during building erection. Firms should include in their fee for this item a continuous on-site resident architect or engineer for the duration of any pre-occupancy period.

Ownership and Management

The City is interested in establishing a long-term relationship with the Project developer and building owner.

The City expects, at this point, to enter into one or more long-term leases or other agreements with the selected proposer in form and substance satisfactory to the City, pursuant to which, the City would lease the land to the proposer to develop the Project and lease back the Project to the City. It is expected the City would take ownership of everything on the land at the end of the lease term. All state, federal and local funding options will be explored to off-set the cost of the Project including facility operational costs.

Milestones

There will be a number of milestones established, during the Project design process, to estimate the overall Project costs along with estimating the cost of the space lease arrangement.

APPLICATION REQUIREMENTS, SELECTION CRITERIA AND APPROVAL PROCESS

APPLICATION REQUIREMENTS

The Application should include the following:

1. Name of the Project developers and all members of the development team,
2. Developer and developer's teams experience working on a municipal facility and specifically social service organization (i.e. shelters, etc.) or housing type facilities. Please provide the name and location of specific built facilities and associated municipal contact(s) related to any public-private partnerships.
3. Outline fees for services based upon the Project Scope of Work categories (Space Programming, Facility Design and Project Management, etc.).

The proposal should include a detailed annual estimated cost for the entire facility, and ongoing, insurance, maintenance, repair and other expenses. Depending upon the responses the City receives to its RFP, the city is open to considering a wide range of partnership dynamics, including leasing, lease-to-own, lease-purchase, or lease only options.

SELECTION CRITERIA AND APPROVAL PROCESS

A Selection Committee will be established by the City Manager to review and rank all proposals. The final decision on proposal selection will be made by a Portland City Council Committee and/or Portland City Council.

RFP selection criteria includes the following:

Developer and Team Experience (35 points)

The Team with the most combined design, ownership and housing facility management experience including public-private financial partnership experience will receive the maximum number of points.

Project Approach (35 points)

The team that proposes the best way(s) to address the vision of this project, including, but not limited to construction methods, creativity in design, etc. will receive the maximum number of points.

Cost arrangement to support the Project (40 points)

The Team which demonstrates the most cost-effective approach to work with the city for the Proposed Project will receive the maximum number of points.

It should be noted that this review and ranking may show that no one firm gets the full maximum number of points on any given criteria, but the best proposals will score the highest, if not maximum number of points – i.e. the highest scoring Developer and Team Experience may get 32 points, rather than the full 35.

Interviews may be conducted with any proposer to clarify submitted material. The City further reserves the right to negotiate with the selected proposer as to the terms of the contract, including but not limited to price, schedule, etc. All negotiations are intended to lead to a binding contract.

654 Riverside Street Portland, Maine



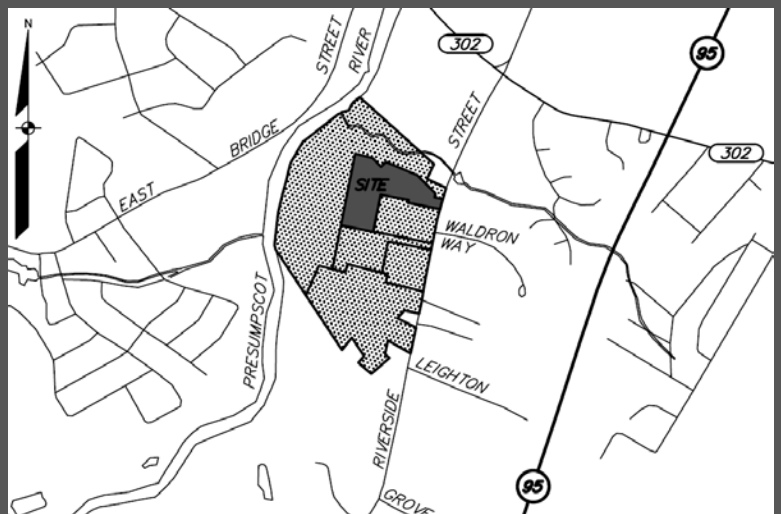
Address: 654 Riverside Street

Owner: City of Portland, Maine

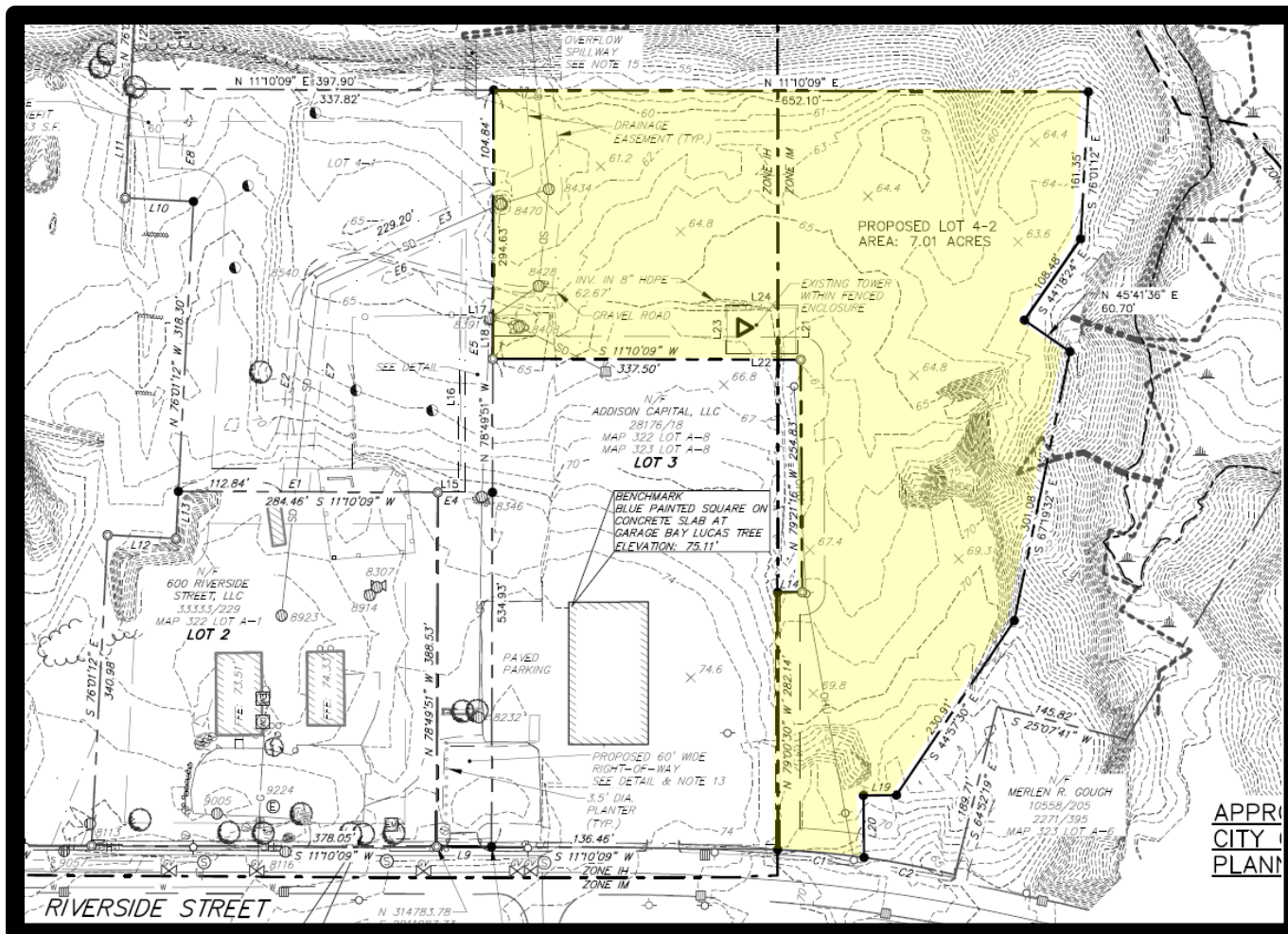
Tax CBL: 3 2 3 A 0 0 3

Lot Size: 7+ acres

Zoning: IM, IH



Location

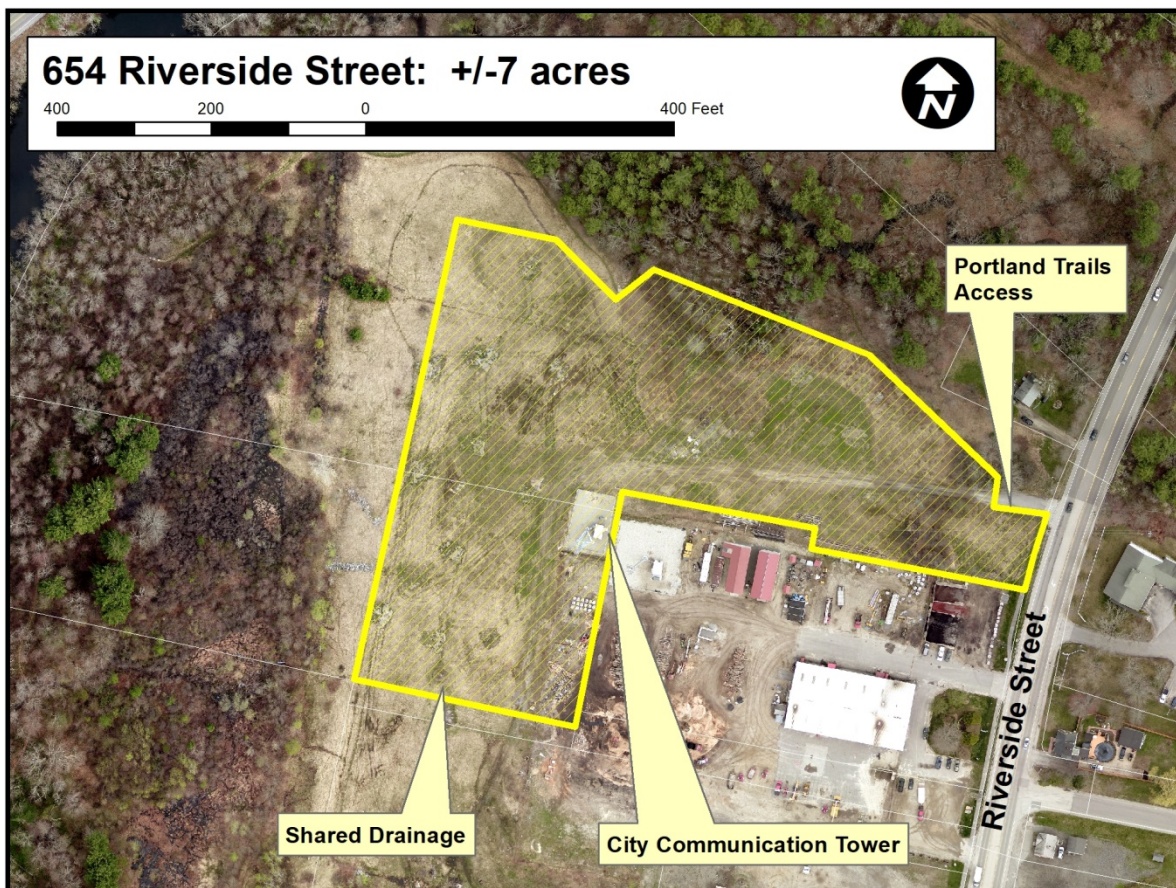


General Notes

1. THE RECORD OWNER OF THE PARCEL IS THE CITY OF PORTLAND BY DEED DATED MAY 18, 2010 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 27825, PAGE 68.
2. THE PROPERTY IS SHOWN AS MAP 322 LOT A-10 AND MAP 323 LOTS A-3 & A-5 CITY OF PORTLAND TAX MAPS AND IS LOCATED IN THE IH AND IM ZONING DISTRICT DISTRICTS.
3. SPACE AND BULK CRITERIA FOR THE IH/IM ZONING DISTRICT ARE AS FOLLOWS:

MINIMUM LOT SIZE:	NONE (CORRECTIONAL 10,000 SF)
MINIMUM STREET FRONTAGE:	60 FEET/60 FEET
MINIMUM FRONT YARD:	25 FEET/1' PER 1' OF BUILDING HEIGHT UP TO 25 FEET
MINIMUM SIDE YARD:	35 FEET/1' PER 1' OF BUILDING HEIGHT UP TO 25 FEET
MINIMUM REAR YARD:	35 FEET/1' PER 1' OF BUILDING HEIGHT UP TO 25 FEET
MAXIMUM BUILDING HEIGHT:	75 FEET/75 FEET
MAXIMUM IMPERVIOUS SURFACE RATIO:	85% / 75%
PAVEMENT SETBACK FROM LOT BOUNDARIES:	10 FEET / 10 FEET

* SIDE & REAR SETBACKS ARE 35' FROM ABUTTING RESIDENTIAL ZONE
 * SEE ORDINANCE FOR MORE PARTICULAR INFORMATION.
4. TOTAL AREA OF THE PROPOSED LOT 4-2 IS APPROXIMATELY 7.01 ACRES.



Notes/Narrative

1. Easement required to access and maintain City Communication Tower.
2. Easement at site entrance required to access Portland Trails network to the Presumpscot River.
3. Site environmental assessment reports, recorded subdivision plan (2 amended recorded plans and proposed 3rd Amendment, including proposed lot 4-2 legal description) are available on-line at:
<https://portlandmaine.gov/DocumentCenter/Index/85>
Also, a Phase II Environmental Assessment is available.
4. City responsible for amending the Riverside Street Industrial Subdivision Plan to include the subject parcel (7.01 acre Lot 4-2.) All current subdivision encumbrances apply.
5. Property to remain in City ownership.

Civil Engineering:
WOODARD & CURRAN, INC

41 Hutchins Drive
Portland, ME 04102
T. 207.774.2112

Landscape Architecture:
CARROLL ASSOCIATES

217 Commercial St., Suite 200
Portland, ME 04101
T. 207.772.1552

Structural Engineering:
**STRUCTURAL INTEGRITY
CONSULTING ENGINEERS**

46 Forest Avenue
Portland, ME 04101
T. 207.774.4614

HVAC & Plumbing Engineering:
**BENNETT
ENGINEERING, INC.**

7 Bennett Road
Freeport, ME 04032
T. 207.865.9475

Electrical Engineering:
**SWIFT CURRENT
ENGINEERING SERVICES**

Royal River Center, Unit 8B
10 Forest Falls Drive
Yamouth, ME 04096
T. 207.847.9280

**CITY OF PORTLAND
EMERGENCY
SHELTER:**

654 Riverside Street,
Portland

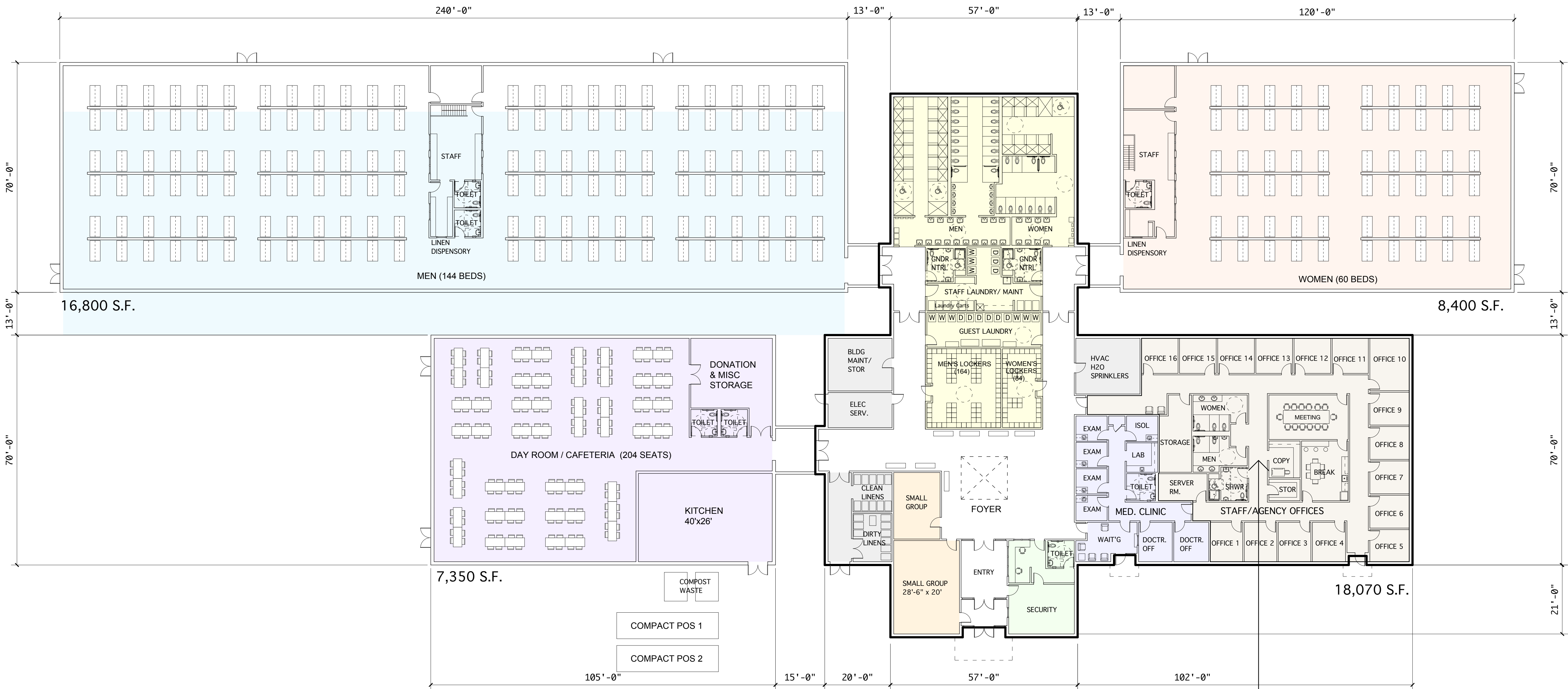
**BUILDING CONCEPT SET
NOT FOR CONSTRUCTION**

Scale: 1/16" = 1'-0"

FIRST FLOOR PLAN

A1.1

OCTOBER 2, 2020

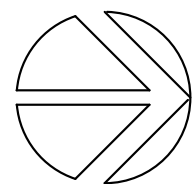


FIRST FLOOR CONCEPT PLAN

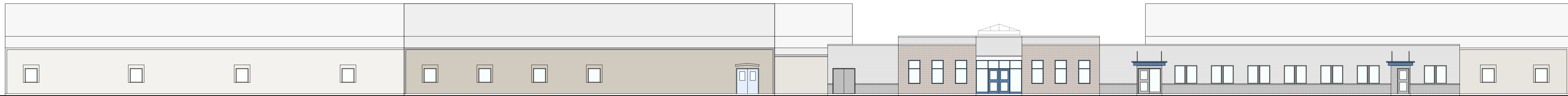
SCALE: 1/16" = 1'-0"

POSSIBLE PARTNERING AGENCIES

- AMISTAD
- CATHOLIC CHARITIES ACT TEAM
- CITY OF PORTLAND GENERAL ASSISTANCE
- CITY OF PORTLAND H.I.R.E.
- C.O.P. MOBILE MEDICAL HEALTH PROJECT
- CULTIVATING COMMUNITY
- FRANNIE PEABODY CENTER
- GOODWILL NRTHN N.E. WORKFORCE SERVICES
- MILESTONE RECOVERY
- PPD COMMUNITY POLICING UNIT
- PORTLAND PUBLIC LIBRARY
- PREBLE STREET
- SEXUAL ASSAULT RESPONSE SERVICES OF SOUTHERN ME
- SHALOM HOUSE
- SPURWINK MENTAL HEALTH CNTR -SPURWINK SERVICES
- OPPORTUNITY ALLIANCE-PATH
- THROUGH THESE DOORS



PROJECT NORTH



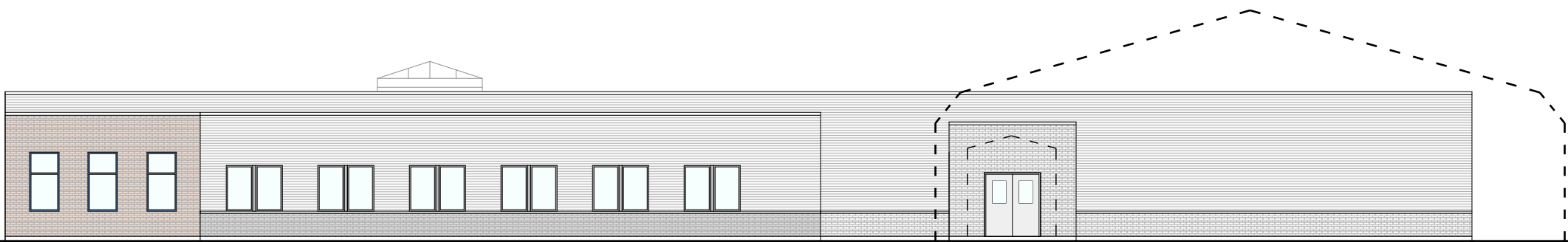
EAST BUILDING ELEVATION

SCALE: 1/16" = 1'-0"



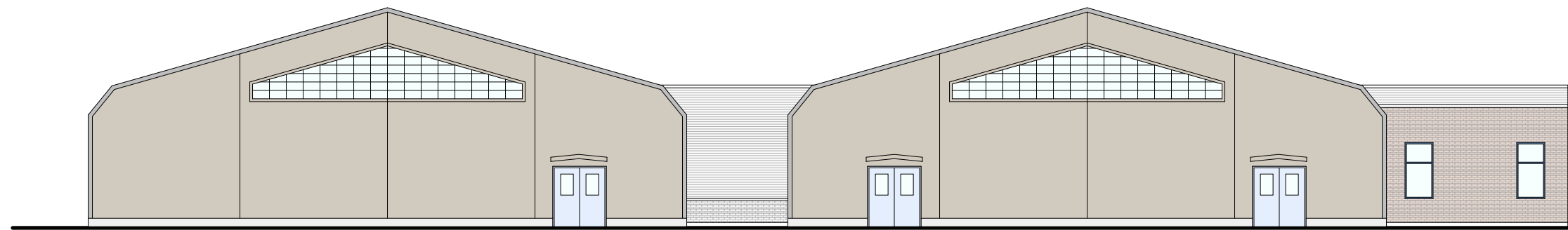
NORTH BUILDING ELEVATION

SCALE: 1/16" = 1'-0"



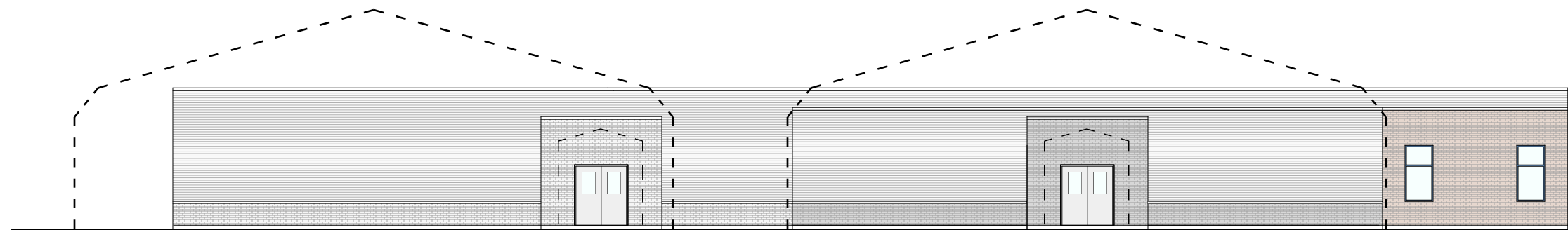
NORTH BUILDING ELEVATION (Shows Hidden part of Elev.)

SCALE: 1/16" = 1'-0"



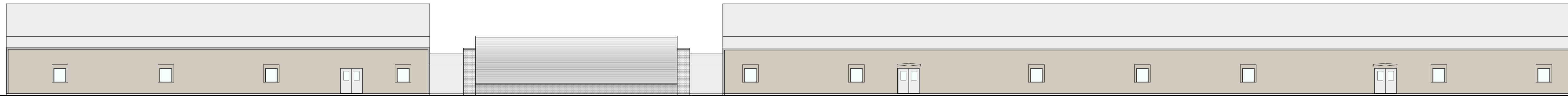
SOUTH BUILDING ELEVATION

SCALE: 1/16" = 1'-0"



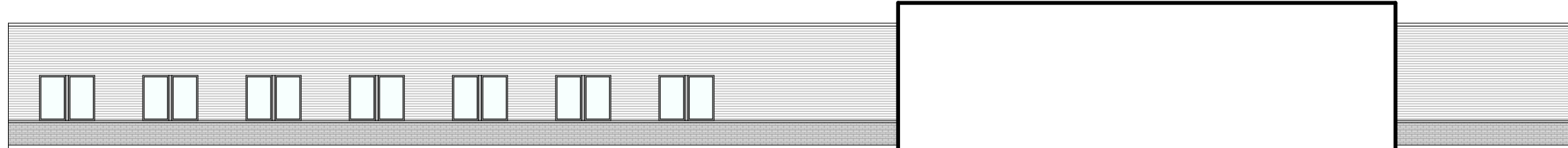
SOUTH BUILDING ELEVATION

SCALE: 1/16" = 1'-0"



WEST BUILDING ELEVATION

SCALE: 1/16" = 1'-0"



WEST BUILDING ELEVATION OF OFFICE WING

SCALE: 1/16" = 1'-0"

[illegible]

SCHEMATIC DESIGN SITE PLAN

CITY OF PORTLAND
PORTLAND, MAINE

RIVERSIDE SHELTER

JOB NO.: 0232276.03
 DATE: OCTOBER 2020
 SCALE: AS NOTED
 SHEET: 1 OF 2

C-200

NOT FOR CONSTRUCTION



CITY OF PORTLAND PORTLAND, MAINE	RIVERSIDE SHELTER
SCHEMATIC DESIGN UTILITY PLAN	
JOB NO.: 0232276.03 DATE: OCTOBER 2020 SCALE: AS NOTED SHEET: 2 OF 2	
C-201	

PROPOSAL FORM

City Homeless Service Center Project
– Request for Developer/Owner

** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Response to Request for Proposal

City of Portland, Maine
Homeless Service Center RFP# 21041

Developers Collaborative | April 27, 2021



**DEVELOPERS
COLLABORATIVE**

Page 1

April 27, 2021

Ms. Karen C. Marston
City of Portland
389 Congress Street
Portland, ME 04101



**RE: Response to Request for Proposal
Homeless Service Center at 654 Riverside Drive**

Dear Ms. Marston,

After a thorough review of the RFP, we have assembled a strong local team with a track record of delivering successful projects. Our team retains the experience necessary to ensure the project meets the City's current and future needs for the citizens of Portland.

Integral to our team is our open-book and collaborative approach to all aspects of the project; design, construction, and financial terms. Through this approach, all project stakeholders can provide input and will be vested in the final decisions. Included within our submission, we have advanced the schematic design to offer accurate, indicative pricing and a detailed financial model for the project.

We firmly believe that our team is particularly well-suited to serve as the City's partner of choice for several key reasons:

- ▶ ***A strong local team with a track record of delivering successful projects throughout the State.***
- ▶ ***Experience and a depth of resources capable of efficiently addressing the inevitable design and construction challenges.***
- ▶ ***Experience in permitting, developing, and constructing a multitude of projects in the City of Portland.***
- ▶ ***Open-book collaborative approach to the design, construction, and financial options that will give the City the greatest level of project input and flexibility.***

We look forward to the opportunity to work with the City of Portland to support this important project. If you have any questions or require further clarification, please contact us at bunker.kevin@gmail.com, dsigfridson@boulos.com, or 207.766.1632.

Sincerely,

Kevin Bunker
Developers Collaborative

Drew Sigfridson
Developers Collaborative

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- a. Cost Arrangement
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1. Developer & Team Experience

- a. Team Overview
- b. Organizational Chart
- c. Key Team Member Resumes
- d. Experience Highlights



An Experienced Team

Housing Development & Ownership Experience

Developers Collaborative has developed 34 housing projects between 2009 and the present, 26 of which are affordable housing. This represents over 1,100 total housing units, nearly 900 of which are affordable housing. Nine of these projects are located in Portland, and the remainder are distributed throughout 15 communities across the state. DC currently owns 770 of these housing units. These projects have run the gamut from new construction to historic renovation, but are all characterized by thoughtfulness, creativity, and an unprecedented willingness to tailor private development to community goals.

Housing Design & Construction Experience

We have assembled a team with a strong track record of developing housing projects, from small urban infill to master planned campus settings. Each of our designers is a local leader in their field. More information on our team design experience is found in the remainder of this section and in the appendix. Cianbro is Maine's largest construction firm. Based on 2020 revenue, they are over 7 times larger than the second largest competitor. This means they have an unparalleled set of resources and experience to provide a first-class project for the City of Portland. As a long-time member of the Portland community, Cianbro understands the project goals and is prepared to go above and beyond to achieve them.

Public-Private Financial Partnership Experience

DC's stock-in-trade is public-private partnerships. Since Kevin Bunker founded DC with Richard Berman in 2007, he has built on early projects such as Brickhill in South Portland, West Falmouth Crossing, and Unity Village in Portland, responding to the needs of different communities and institutions. Interestingly, the development at Brickhill included a ground-lease component through partnership with the State of Maine. Five of DC's projects in Portland are detailed in the following section and include: 66 State Street, Motherhouse/Stevens Square, Reed School, Nathan Clifford, and Crescent Heights. Two of these projects originated from City of Portland RFP awards and one is an RFP award from a public process through Maine Medical Center. In all of these instances, most recently 66 State Street, we worked with a wide variety of constituents, City departments, and partners to create projects that made Portland a better place.

Our public-private partnership experience is not limited to Portland, however. Kevin Bunker of DC is recognized as a state-wide expert not only in the smart growth and community development, but in the specific tools and methods of the public-private partnership.

An Experienced Team

Municipally Owned Land and RFPs

In addition to their Portland experience, DC has created many projects on municipal land, winning several RFPs in the process. This shows DC's flexibility, staying power, and statewide leadership in this sector. Kevin has overseen successful RFPs and developed on municipal or state-owned land in communities as diverse as Augusta, Belfast, Biddeford, Gardiner, Orono, and South Portland, in addition to Portland. Open book financial transparency and flexible agreements have been hallmarks of these projects.

Financial Tool Expertise for Public-Private Partnerships (PPP)

DC possesses an encyclopedic and nuanced understanding of the specific financial tools used to create a successful PPP. They are an acknowledged leader in the use of tax credits, TIFs, and layering capital from a myriad of sources to achieve public and private development goals. When a project has strong community-benefit components, yet seems too complicated for others to figure out, that is when DC is contacted. It is not uncommon for seven or more sources of debt and equity, with varying degrees of complexity, in a single project. Most developers simply will not take the time to do that amount of work, preferring instead to specialize in one type of project and repeat it again and again, forcing unique circumstances into a self-serving mold. DC specializes in one-off projects that are individually tailored, physically and financially.

Invited In and Asked to Return

DC is often sought out and invited in to help define and realize community development goals. Sometimes this leads to projects, and sometimes we consult or even offer advice. We are

typically invited back. In the last year alone, we have consulted in diverse places such as Presque Isle and Bar Harbor. We have been sought out and invited to develop projects with Gorham Savings Bank, Franklin Memorial Hospital, and Seacoast Management, among others. We are currently working on additional projects in Ellsworth and Belfast, because we successfully delivered on the first project. We did what we said we would do. In the Belfast example, the first project was a senior affordable housing development on private land. Based on our approach, the City approached us and sole-sourced a former public works site to us for redevelopment as mixed-income housing because they believed we were the ones who could get it done for them. We also count among our repeat clients several non-profits.

Non-Profit Experience

DC is the most closely aligned private developer with non-profits in the state of Maine. No other firm has the ability to pair the tools of the private sector with the community goals of non-profits. We have worked with many such organizations advancing the causes of smart growth and affordable housing, including:

- ▶ Amistad
- ▶ Augusta Housing Authority
- ▶ Avesta Housing
- ▶ Biddeford Housing Authority
- ▶ Catholic Charities
- ▶ Catholic Diocese of Maine
- ▶ Children's Odyssey
- ▶ Coastal Enterprises, Inc.
- ▶ Franklin Memorial Hospital
- ▶ Ignite PI
- ▶ Jackson Labs
- ▶ LearningWorks
- ▶ Lewiston Housing Authority
- ▶ Maine Medical Center
- ▶ Opportunity Alliance
- ▶ Preble Street

Our Local Portland Team

"The strength of the team is each individual member. The strength of each member is the team." - Phil Jackson

A Community Project

We believe that a project as critical as the Homeless Service Center requires a collective team that is invested in the community. As such, we have assembled a qualified group of local professionals. Portland is the home base for all of our proposed project partners. Each firm and individual has a desire to improve the local community, responsibly develop the city, and advance/support the residents of Portland, ME. This will be key to ensuring the project receives the required commitment and attention.

Local Management Team

Our team is led by Kevin Bunker of Developers Collaborative (DC). **Located in Portland**, DC is an independent real-estate developer focused on projects that build and support the local community. Central to their work is the development of environmentally sustainable, affordable, and innovative developments. DC has successfully developed and managed numerous projects throughout the local community.

Managing the design and construction of the Homeless Service Center is another local firm, Cianbro Corporation. Cianbro has been a cornerstone in the Maine marketplace for over 70 years.

Located in Portland, Bruce Cummings will provide leadership to the A/E and construction team. Bruce will work with DC and our A/E team to ensure the design achieves the outlined objectives and that the construction phase is completed on schedule and within budget.

Local Design Team

Under Bruce's leadership, our design team will be led by another Portland native. Stephen Weatherhead of Winton Scott Architects (WSA) will lead the design phase of the project. Also **located in Portland**, WSA is a licensed architectural practice focusing on urban development in the local area.

WSA will be supported by several firms, including Aceto Landscape Architects (ALA), Gorrill Palmer (GP) for Civil Engineering, and Thornton Tomasetti (TT) for sustainability consulting. These best-in-class firms are also **local, and in close proximity to the proposed Homeless Service Center**.

Our team has been fortunate to collaborate on several initiatives together. This has allowed us to develop a comprehensive partnership and implement successful projects throughout the State of Maine. Several projects include:

- ▶ Stevens Square/Motherhouse Campus (DC, ALA, GP)
- ▶ 66 State Street (ALA, DC)
- ▶ 101 Fore Street / WEX Headquarters (Cianbro/GP)
- ▶ Scarborough Downs (DC/ALA)
- ▶ Crescent Heights Apartments (DC/WSA)
- ▶ Unity Village (DC/WSA)
- ▶ Husson University Living & Learning Center (WSA/TT)

In addition, the balance of this section includes brief firm overviews, key team member resumes, and relevant experience for your review.



Our Firm

Based in Portland, **Developers Collaborative** is an association of like-minded independent real estate developers interested in projects that build community. While this can mean different things, core themes like smart growth, environmental sustainability, affordable housing, and innovative design are central in our work.



Diverse Services

- ▶ Real Estate Development
- ▶ Property Management
- ▶ Financial Management

DC makes an extra effort to listen to neighbors and employ creative solutions in order to create successful places. We employ a community-based approach to planning and building our projects, and we participate in public-private partnerships to achieve public goals. We highly value our reputation for creating developments that enhance their surrounding neighborhoods and address community needs.

Our Values

Developers Collaborative members share common values, yet our diverse skill sets and interests result in different types of projects and at different scales, from master planned campus redevelopments to more finely grained small urban mixed-use buildings. We partner on projects; with each other and with others, according to talent, time, and interest. Our values and diversity also translate beyond our work: we are all involved in various community based efforts that reflect our particular interests.

At Developers Collaborative we believe a developer has great responsibility. The ways that we intervene in the built environment will affect peoples' lives for a long time. We feel all developers owe it their respective communities to do more than just make a piece of land or building generate the highest short term financial return possible. Serving the community while creating a financially viable development is what we do best, and we see smart growth as a primary vehicle to achieve it.



Founded in 1949, Cianbro is **one of America's largest, employee-owned** construction services companies.

We are currently operating in over 40 states and employing more than 4,000 multi-skilled team members.



Our Capabilities

As a full-service contractor, Cianbro offers a diverse range of preconstruction, construction management, design-build, and self-perform construction services. Supported by decades of diverse experience, deep in-house resources, and the latest technology, Cianbro strives to maximize the potential for cost savings to our clients while maintaining our commitment to quality and safety.

Our Safety Commitment

Cianbro is committed to ensuring the health and safety of our team. This commitment includes our journey to Beyond Zero – creating an environment where our team members go home in better condition than when they arrived at work...

healthier, more educated, and able to influence the people around them.

Diverse Services

- ▶ Preconstruction
- ▶ Construction Management
- ▶ Design-Build & EPCM
- ▶ Self-Perform Construction
 - Civil & Structural
 - Mechanical
 - Electrical
 - Telecommunications
 - Fabrication & Coating

Building Maine

The Cianbro team represents more than 70 years of history and pride of work in the state of Maine. While our projects take us across the country and beyond, we are involved in the fabric of the community of this state and understand the intricacies of designing for our climate and culture.

With an office in Portland, our professionals are local and committed to the development of the Homeless Service Center. We are deeply committed to delivering superior function, increased efficiency, and a comfortable environment. Before, during, and after the project, we will be there when you need us, bringing value through our responsive, diligent efforts.



Ranked 8th in Associated Builders & Contractors' 2020 Top 120 Contractors



Ranked 101st Engineering News-Record's 2020 Top 400 Contractors



Ranked 101st Engineering News-Record's 2020 Top 400 Contractors



Diverse Services

- ▶ Architecture
- ▶ Interior Design
- ▶ Programming & Planning

Our Firm

Established in 1975, **Winton Scott Architects** (WSA) is a design-oriented architectural practice located in Portland, Maine. Our work encompasses a diverse array of project types and scales ranging from multi-block urban developments, to historic renovations, commercial and institutional buildings, and multifamily and single family residences.

WSA has been recognized numerous times for design excellence by the Maine and New England Chapters of the American Institute of Architects, and the United States Green Building Council. In addition, our work has been profiled in national trade journals, local publications, and several books focused on design and architecture.

Our Values

We believe that architecture should be sustainable, adaptable, timeless, and derivative of its context and function. All buildings, even the most modest in scale and budget, can be at once artful, functional, and inspiring if they are rigorously conceived and executed with craft and precision. Each of our designs responds to the specific needs of our clients and the individual character of a particular site and its surrounding context.

Winton Scott Architects is comprised of a staff of five, including four senior architects ranging in experience from 20 to 40 years. The office is organized horizontally with all staff members capable of managing projects from program and design through production of construction documents and construction contract administration. This depth of experience and continuity in staffing have allowed WSA to take on large, complex projects while consistently delivering the highest level of professional services to our clients. The culture of the office is that of an open, creative collaboration of seasoned architects striving for the highest level of design excellence and client satisfaction.



Gorrill Palmer Consulting Engineers is an integrated land development, municipal, and transportation consulting engineering firm based in South Portland, ME. Their principal business includes land development, transportation, and municipal engineering with expertise in land use permitting, design, management, and economics.

Core Services

- ▶ Civil Engineering
- ▶ Land Development
- ▶ Programming & Planning
- ▶ Municipal Engineering



Aceto Landscape Architecture (ALA) is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces.

Core Services

- ▶ Landscape Architecture
- ▶ Urban Design

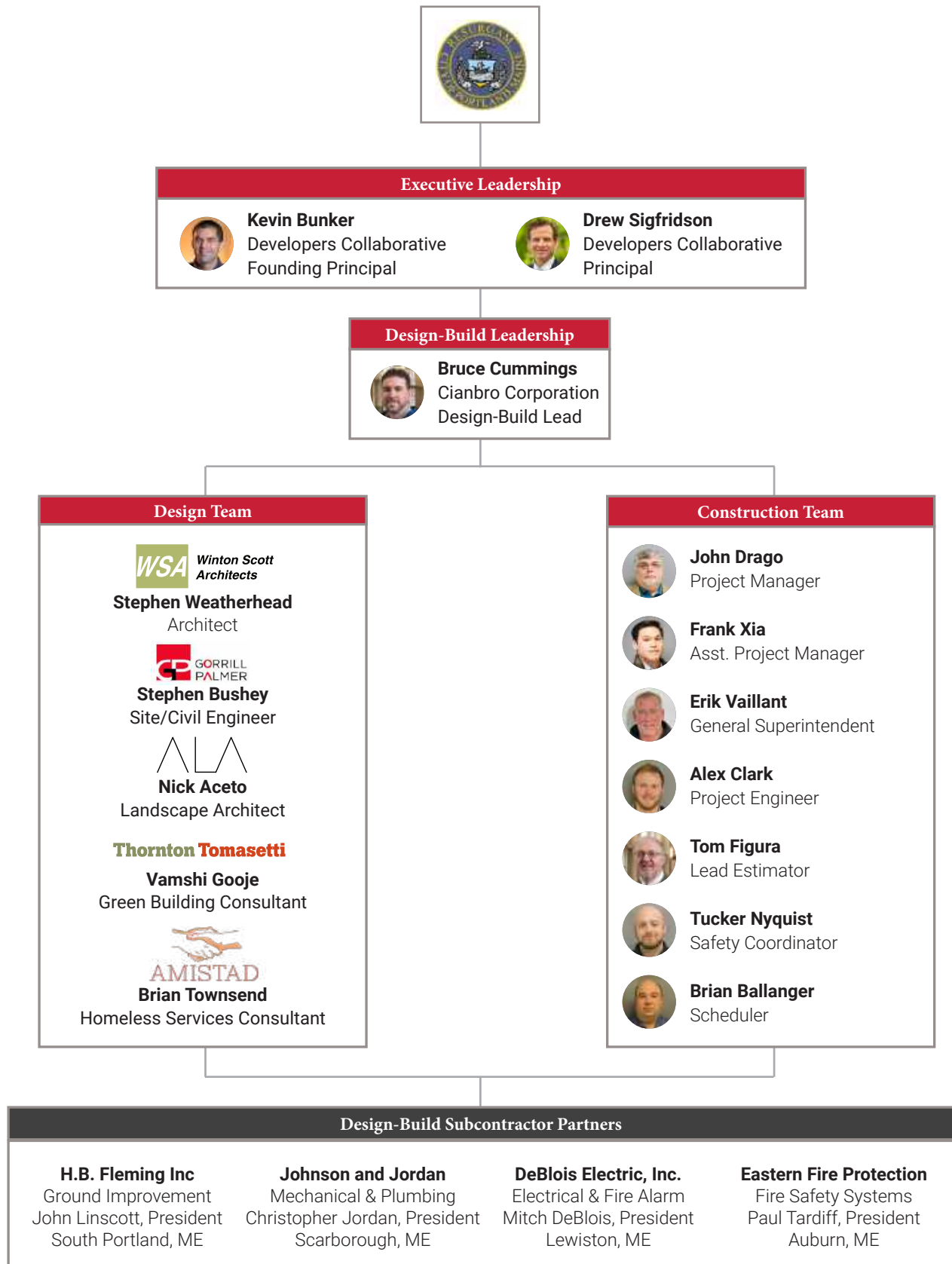


Thornton Tomasetti has been providing sustainability consulting services in Maine since 1995, and opened their first office in Portland in 2004. For more than 25 years, the firm has been involved in the design and revitalization of Portland. Thornton Tomasetti understands how pursue questions to arrive at the smartest solutions for clients.

Core Services

- ▶ Sustainability
- ▶ Building Analytics/Physics
- ▶ Life-Cycle Impacts
- ▶ Airflow Modeling

Organizational Chart





Principal:

Kevin Bunker



A former municipal planner, Kevin is a founding principal of the Developers Collaborative. He brings experience in complex financing models including tax increment financing, use of tax credits, and other public-private partnerships, all leading to creative projects that build community and strengthen the Maine economy in innovative ways. Kevin is a board member of Tedford Housing and former board member of Maine Affordable Housing.

14 years of industry experience | Master in Urban Planning - Harvard University Graduate School of Design

Project & Career Highlights

66 State Street | Developers Collaborative - Portland, ME

The 66 State Street building is a unique adaptive reuse project that is transforming a market rate property into a resource for affordable housing and addiction recovery. Originally intended as a residential condominium conversion, the building became the center of a partnership between Developers Collaborative and the social service providers Amistad and Catholic Charities. Together, these organizations are working together to create transitional housing for women in recovery as well as permanent affordable housing. When complete, the 66 State Street facility will provide a total of 68 affordable housing opportunities to support this vulnerable population.

Reed School | Developers Collaborative - Portland, ME

DC successfully responded to a City RFP to redevelop yet another vacant school structure in the Riverton neighborhood in 2018. Through a stakeholder engagement process, DC created a well received proposal for a mixed-use conversion. The result serves as home to Children's Odyssey - a daycare for children at diverse developmental milestones - and provides eight residential units.



Motherhouse / Stevens Square | Developers Collaborative - Portland, ME

The Motherhouse at Baxter Woods is the first building in the multi-phase redevelopment of the Sisters of Mercy site located in Portland's Deering Center Neighborhood. The building has been redeveloped into 88 apartments for adults 55 years of age and older, with onsite resources such as a library and a Resident Service Coordinator. Further developments on the property include the Stevens Square 55+ community, a series of five four-story buildings with campus amenities including green space and a fitness center.



Crescent Heights | Developers Collaborative - Portland, ME

Located in Portland's historic West End neighborhood next to Maine Medical Center, Crescent Heights is a unique facility specifically designed with the help of student focus groups to provide a balance to the demands of working and learning the medical field. The 11 units house 44 medical students and residents and was Maine's first multi-family LEED Platinum certified building.

Core Responsibilities

- ▶ Prepare capital and operating costs budget.
- ▶ Assist with zoning and development approvals.
- ▶ Support the financial management.
- ▶ Collaborate with the design-build team.

Other Notable Projects

- ▶ Nathan Clifford School - Portland, ME
- ▶ Birch Hill Apartments - Lewiston, ME
- ▶ Osprey Circle - South Portland, ME
- ▶ Village Run - Yarmouth Village, ME



Principal:

Drew Sigfridson



Drew is a Partner and the Managing Director of The Boulos Company, a commercial real estate brokerage and consulting firm with offices in Portland, ME and Portsmouth, NH. He is also Managing Director of CEI-Boulos Capital Management and a Principal and Partner with Kevin Bunker at Developers Collaborative on the proposed Homeless Service Center Project. His dedication to Maine's business and philanthropic communities is reflected in the roles and endeavors he has pursued as a Portland resident for more than two decades. Drew has experience and background in construction and finance and has had a long-term working relationship with the City of Portland.

22 years of industry experience | B.A. - Bowdoin College

Project & Career Highlights

Drew has been an active participant in Maine's business and philanthropic communities through leadership positions with organizations such as the following, among others:

- ▶ Realize!Maine
- ▶ Maine Real Estate and Development Association
- ▶ Maine Commercial Association of Realtors
- ▶ AVESTA Housing
- ▶ Focus Maine
- ▶ Maine & Company
- ▶ Cianbro Corporation
- ▶ Maine Community Foundation - Cumberland County Commission

Social Impact Real Estate Experience

In 2019, Drew co-founded CEI-Boulos Capital Management in a joint venture with Coastal Enterprises, Inc. He remains an active participant as a Board Member and Managing Director of CEI-Boulos. This management company was established to source, underwrite, and invest in significant social impact real estate projects in under-served and under-invested communities throughout the country by taking advantage of investment benefits through Qualified Opportunity Zones. To date, the first fund established through Woodforest National Bank, has invested approximately \$20,000,000 of equity in multiple projects ranging from student housing for a rural college in South Carolina, several affordable housing projects, medical office development for a non-profit institution in Washington D.C., redevelopment of a historic hotel in Selma, AL, among others. In each instance, these projects will have a significant social impact on the local communities.

Professional Affiliations / Accreditations

Maine Real Estate Broker License	Past-President, MEREDA (ME Real Estate & Development Assoc.)
New Hampshire Real Estate Salesperson License	Realtor Magazine's 30 Under 30, 2005
Society of Industrial and Office Realtors (SIOR) certification	Maine Commercial Realtor of the Year, 2006
Maine Commercial Association of Realtors, past president (2007-8)	Board Member, Maine & Co.
Board Member, New England Chapter SIOR	Board Member, Cianbro
Past Board Chair, Avesta Housing	

Community Involvement

Co-Chair, Capital Campaign Committee for Friends School of Portland
Good Medicine Collective, Board Member



Homeless Services Consultant:

Brian Townsend, MS, LCPC

Brian serves as the Executive Director of Amistad - the largest Peer Support- and Recovery-based agency in Maine. He is a licensed Clinical Professional Counselor with nearly two decades of experience in family, community, and recovery support services. Brian's expertise in program and operational requirements will enhance the collaborative development process of the Homeless Service Center.

19 years of industry experience | Master of Science in Community Mental Health / Counseling | LCPC State of Maine

Project & Career Highlights

Executive Director | Amistad, Inc. - Portland, ME

Brian directs the largest peer support and recovery-based agency in Maine, including oversight of the agency's twelve programs throughout the state. Working with agency leadership and the board of directors, the role involves the guidance and delivery of mission-driven programming quality, establishing directions for the agency to follow in seeking to maximize its impact, and ensuring sustainability and adaptability.

ACT Team Leader | Catholic Charities Maine - Portland, ME

Brian briefly joined the support and recovery services team, in order to take part in an effort by the agency to change the culture of the ACT team. In a very short time with the team, Brian worked with agency leadership and with Preble Street, ESAC, and Oxford Street to intentionally connect the team to individuals who are experiencing homelessness, and as such, are faced with significant barriers to effective engagement. This position entailed supervision of social workers, interns, nurses and the team's psychiatrist, as well as significant collaboration with community partners.

Clinical Coordinator and Clinical Team Lead | Community Support Services - Portland, ME

This position entailed supervision of 10 Behavioral Health Home Care Coordinators, including clinical oversight of BHH service delivery to the approximately 300 clients enrolled in the program. It also involved partnership with the Program Director in managing all facets of the program, supporting a recovery oriented service that sought to improve health outcomes, cost effectiveness, and improved consumer-provider partnership for the population served by the program. Brian partnered with two full time Intentional Peer Support workers who served as Peer Navigators. He also served as agency representative with the Long Term Stayers subcommittee of ESAC, the committee initiative to reinstate monthly bus passes for Mainecare recipients, and as advocate for assistance options for asylee seekers.

Other Notable Experience / Training

- ▶ Coordinator, Clinical Intervention Program | Preble Street
- ▶ Case Manager & Crisis Clinician | HowardCenter
- ▶ Clinical Supervisor | Catholic Charities Maine
- ▶ Lead Family Consultant | Family & Community Support Svcs
- ▶ Case Manager | Catholic Charities Maine
- ▶ Teacher & Mental Health Tech | Whisper Ridge Health Center



Architectural Lead:

Stephen W. Weatherhead, RA



With over 32 years of experience in all phases of architectural practice, Steve knows how to effectively manage the design team and consistently produce successful building projects based on the specific needs of his clients. He has managed projects for WSA totaling over \$75M in construction value that have utilized a full range of project delivery methods both in the private and public sectors.

32 years of industry experience | B.Arch - Syracuse University | Licensed Architect - State of Maine

Project & Career Highlights

Crescent Heights | Developers Collaborative - Portland, ME

Located in Portland's historic West End neighborhood next to Maine Medical Center, Crescent Heights is a unique facility specifically designed with the help of student focus groups to provide a balance to the demands of working and learning the medical field. The 11 units house 44 medical students and residents and was Maine's first multi-family LEED Platinum certified building. This smart growth housing solution proved to be best for both users and the neighborhood.

Boys & Girls Clubhouse | Boys & Girls Clubs of Kennebec Valley - Gardiner, ME

This new Boys & Girls Clubhouse, scheduled to break ground in April 2021, includes new instructional and daycare space, a multi-purpose room, cafeteria and kitchen, as well as administrative office space, a teen center, and extensive outdoor play areas and soccer field. The new building will be built on the same site as the current club and located on an existing soccer field.



Family Center & Offices | Youth Alternatives - South Portland, ME

This project combines the renovation of a former dairy barn with a new 28,000 SF addition to create a family center and office space for a local social services agency. The barn has been converted to house meeting rooms, training facilities, a resource library and multi-purpose community spaces. The facility supports delivery of family based services such as counseling, supervised visitations for foster children, and family mediations, while providing access to training and resource materials.



Unity Village | Developers Collaborative - Portland, ME

Unity Village consists of four three-story buildings developed on three city-owned lots in downtown Portland. Designed with neighborhood engagement in mind, the apartments have stoops, porches, and entrances that face the street. Seven apartments at Unity Village are reserved for market-rate rents. Seven other apartments are dedicated as transitional housing for individuals moving out of shelters. The remaining 19 apartments are subsidized for working families and singles, with some units designed to accommodate large families.

Core Responsibilities

- ▶ Overall design support and coordination.
- ▶ Interface with the design-build team and owner.
- ▶ Constructibility and VE support.
- ▶ Budget and preconstruction support.

Other Notable Projects

- ▶ Pearl Place Apartments - Portland, ME
- ▶ Husson University Living Learning Center - Bangor, ME
- ▶ Oak Leaf Terrace - Freeport, ME
- ▶ Brickhill Heights - South Portland, ME



Landscape Architect:

Nick Aceto, PLA, ASLA



Nick is a licensed landscape architect and urbanist to the core, born and raised in Maine where rich coastal New England heritage meets unfettered wilderness. Nick's approach to design stems from his hands-on experience coupled with a deep passion for design. Nick endeavors to approach each project by testing the definition of the built landscape, community, and garden.

16 years of industry experience | Licensed Landscape Architect | Member - Portland Society for Architecture

Project & Career Highlights

The Downs | Crossroads Holdings - Scarborough, ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.



Cumberland Multi-Gen Neighborhood | Town of Cumberland - Cumberland, ME

ALA worked collaboratively with Kevin Bunker of Developers Collaborative to provide a proposal for a multi-generational community proposed to be located in Cumberland. The proposal included walkable street, various home typologies, a community garden and community center "barn" with village cafe and micro co-op. The proposed concept won unanimous council/staff selection in a competitive RFP process.



Libbystown Visioning | Libbystown Neighborhood Association - Portland, ME

ALA worked closely with the Libbystown Neighborhood Association to provide conceptual design and visuals for an interpretive playscape in Dougherty Field Park in Portland. The project was awarded more than \$130,000 in CDBG funding in 2018.

Hotel Redevelopment | Hotel Aspen - Aspen, CO

ALA continues to play a key role in the planning and design of this landmark hotel redevelopment in downtown Aspen, CO. Our scope includes the design of intimate public amenity spaces as well as a private 'grotto' pool deck and courtyard spaces.

Core Responsibilities

- ▶ Landscape Programming & Planning.
- ▶ Landscape Virtual Design.
- ▶ Landscape Design Documents.
- ▶ Project Coordination.

Other Notable Projects

- ▶ Breckenridge Sustainable Community | Project Workshop
- ▶ Our Town Basalt | Town of Basalt
- ▶ Retreat Center | Orion Community
- ▶ Office Building & Garage | 100 Fore Street, LLC



Civil Engineering: **Steve Bushey, PE**



With over 30 years of experience in Land Development and Municipal projects, Steve directs the preparation and review of preliminary and final design as well as permit applications for numerous civil/site engineering projects. His expertise includes site feasibility/selection, civil/site design, street reconstruction and culvert design, hydraulic and hydrologic analysis, permitting, and public presentations.

30 years of industry experience | B.S. in Civil Engineering | Professional Engineer

Project & Career Highlights

The Downs | Crossroads Holdings - Scarborough, ME

Steve led the community design, master planning and engineering, permitting, and project management for a 500+ acre mixed used development. The planned community included mixed residential, commercial, light industrial, and recreational amenities including a mixed-used center designed at the core of the project.



Mixed-Use Redevelopment | Shipyard Brewing - Portland, ME

Steve managed the repurposing of an existing industrial property for a new mixed-use infill and urban redevelopment project. The urban location and historic use as an industrial property required extensive design considerations for the environmental conditions such as contamination soil and groundwater.

Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Steve and his team led the site design, traffic analysis, permitting, and support the construction phase of this campus style office park. The four-story facility constructed on the property provides offices and parking. The site is surrounded on two sides by tributaries of Long Creek, requiring the development to carefully focus on water quality enhancement.



August Crossing | New England Development - Augusta, ME

Steve managed the permitting and design for this 460,000 SF retail development. The project served to enhance the retail experience in Augusta by adding several major brands to the local area as well as traffic improvements. Granite retaining walls were selected as the focal point for the new turnpike, enhanced by the addition of cedar fencing to screen loading areas

Core Responsibilities

- ▶ Coordinate with the collective team.
- ▶ Prepare the initial civil conceptual design.
- ▶ Civil design development.
- ▶ Ensure permitting requirements are met.

Other Notable Projects

- ▶ Lynnhaven Mall Phase 2 | General Growth Properties
- ▶ Biddleford Crossing | New England Development
- ▶ New Resort | The Cliff House
- ▶ Nashua Landing | New England Development



Sustainability Consultant:

Thornton Tomasetti

Vamshi Gooje, LEED AP, BEMP, CEM

Vamshi joined Thornton Tomasetti in 2004 and is responsible for advising clients on green building strategies and technologies. He has extensive experience in energy analysis and sustainability consulting for a multitude of projects. Vamshi is an expert in building science related to whole building energy, daylighting and thermal comfort and is proficient in energy simulation engines.

21 years of industry experience | M.S. in Building Design | B.S. in Architecture

Project & Career Highlights

Oak Street Lofts | Avesta Housing - Portland, ME

Vamshi led the LEED for Homes Provider and sustainability consulting services for a 37-unit artist-focused housing development that achieved LEED Platinum certification. The building utilizes several green building features such as the use of a solar hot water heating system, high-efficiency condensing boilers, and an air recovery ventilation system that led to roughly a 40 percent improvement over ASHRAE requirements.



Pearl Place I | Avesta Housing - Portland, ME

Vamshi managed the sustainability consulting and LEED for Homes Provider services for a 60,000-square-foot multifamily housing development located on a former brownfield site. Sustainable and energy savings were taken into consideration during every stage of the design and construction. The finished affordable housing complex achieved LEED Gold certification.



Pearl Place II | Avesta Housing - Portland, ME

Vamshi supported the sustainability consulting services for the second phase of the Pearl Place multifamily housing complex. The new buildings were designed with more sustainable strategies to achieve an even higher LEED rating than the first phase, including panelized construction, installation of a solar hot water system, and use of highly efficient heating and ventilation systems.

Village Center | Community Housing of Maine - Brewer, ME

Vamshi supported the Passive House consulting, energy modeling, thermal analysis and structural engineering services for a three-story, affordable housing complex. Sustainable design features include double stud R-40 walls, R-80 roof system, triple pane windows tuned for each orientation and exterior shading. The 48-unit complex was the largest passive house project in North America at the time of completion.

Core Responsibilities

- ▶ Review/analyze energy consumption.
- ▶ Ensure compliance with the Green New Deal.
- ▶ Support third-party sustainability requirements.
- ▶ Support the design and construction teams.

Other Notable Projects

- ▶ Maine Hall | Community Housing of Maine
- ▶ Loring House | Loring House Apartments
- ▶ 83 Middle Street | Community Housing of Maine
- ▶ 58 Boyd Street Apartments | Portland Housing Authority



Design-Build Lead:

Bruce Cummings

CIANBRO

In the role of Design-Build Lead, Bruce will provide close oversight of our design-build team and the overall adherence to the City of Portland's goals for this facility. He leverages a diverse background of logistically complex projects that will allow him to provide insightful guidance to our team as they plan and implement the City Homeless Service Center Project.

19 years of industry experience | A.S. in Electrical Power & Automation – Eastern Maine Community College

Project Highlights

Senior Living Complex | Maine Veterans' Home - Augusta, ME

Cianbro is serving as Construction Manager for a new two-story, 179,000 SF senior living complex. The 138-bed complex consists of four separate buildings dedicated to supporting long-term care, assisted living, transitional care, and memory care. In addition, a village center with shops, rehabilitation center, and patio/outdoor space is also being constructed.



Canopy Hotel | Fathom Companies - Portland, ME

Cianbro is serving as Project Manager for the construction of a six-story, 104,551 SF, 135-guest-room hotel including a fifth-floor restaurant and bar, and a rooftop bar overlooking Casco Bay. The hotel is composed entirely of high-end materials and finishes including millwork, flooring, furnishings, HVAC, lighting and brick exterior with decorative black-framed glazing.

Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Cianbro is managing the construction of a five-story, 277,000 SF structure comprising of 80,000 SF of academic and office space covering two stories above a three-level, concrete parking garage pedestal for 538 vehicles. The project scope includes fitting out one full 40,000 SF floor as academic space for Northeastern University's Roux Institute.



Alfond W2 Ocean Engineering Lab | University of Maine - Orono, ME

Cianbro managed construction of a 13,000 SF addition to the existing Offshore Wind Laboratory, comprising a 9,000 SF wave tank and 3,750 SF of robotics space. The addition is approximately 45-feet high to accommodate the Tunnel Positioning System.

Core Responsibilities

- ▶ Ensure execution of project management practices for Lean, risk management, and performance tracking.
- ▶ Provide oversight for project administration, contract management, payroll, accounts payable, and purchasing.
- ▶ Monitor project costs and execute reporting.

Other Notable Experience

- ▶ Oxford Casino Expansion & New Hotel | Churchill Downs
- ▶ Correctional Center Renovation & Expansion | Maine DOC
- ▶ Corporate Headquarters | WEX
- ▶ Bangor Savings Headquarters | Bangor Savings Bank



Project Manager:

John Drago, PMP

John has over 30 years of professional experience, including two years of experience with Cianbro working on various projects. John has experience managing both national and international projects. Responsibilities have included developing comprehensive project plans to identify scope, resource usage, risk triggers, and critical task dependencies.

CIANBRO

30 years of industry experience | B.S. in Business Project Management | OSHA 10-hour

Project Highlights

Global Corporate Headquarters | WEX - Portland, ME

Cianbro served as Construction Manager for a new 116,000 SF, four-story, mixed-use world headquarters, including collaborative work spaces, a 35,000 SF rooftop lounge, and an expansive curtain wall system on Portland's waterfront. With the building occupying 95% of the project site and two additional significant construction projects only a block away, logistical control was essential to Cianbro's success.



Academic / Office Building & Parking Garage | 100 Fore Street - Portland, ME

Cianbro is managing the construction of a five-story, 277,000 SF structure comprising of 80,000 SF of academic and office space covering two stories above a three-level, concrete parking garage pedestal for 538 vehicles. The project scope includes fitting out one full 40,000 SF floor as academic space for Northeastern University's Roux Institute.



Maine Correctional Center Renovation | State of Maine Department of Corrections - Windham, ME

Cianbro is serving as Construction Manager for the renovation and expansion of the Windham, Maine Correctional Center. Cianbro is working on the existing grounds of the Maine Correctional Center, while facility operations remain fully active throughout the duration of this project.

DLA Consolidated Warehouse | Confidential - Kittery, ME

Cianbro is currently completing a 29,200 SF addition to an existing warehouse. The project consists of constructing a one-story, high-bay steel-framed storage warehouse addition with an insulated pitched metal standing seam roof, set on a reinforced concrete floor slab and foundation. The project includes staging areas, scale, mechanized overhead doors, utility services, fire suppression, fire pumps, alarm and security systems, grounding and lightning protection, anti-terrorism force protection, and related work.

Core Responsibilities

- ▶ Lead all vendor and subcontractor meetings.
- ▶ Bid package and equipment evaluation and procurement.
- ▶ Execute all project-required deliverables and reporting.
- ▶ Oversee compliance with the project budget and schedule.

Other Notable Experience

- ▶ Bangor Savings Headquarters | Bangor Savings Bank
- ▶ Special Project Field Manager | Dimeo
- ▶ Managing Member | Drago General Contracting

Frank Xia: Assistant Project Manager

6 years of industry experience | M.B.A – Boston College | B.S. in Civil Engineering | OSHA 10-Hour



Frank will provide vital support to ensure compliance with best practices from all team members. This focus on both field activities and corresponding documentation will help provide excellent communication and coordination between all stakeholders as the City Homeless Service Center moves forward with careful coordination and documentation. Frank's local projects include Wex Global Headquarters in Portland, and Oxford Casino Expansion & New Hotel in Oxford, ME.

Eric Vaillant: General Superintendent

20 years of industry experience | B.S. in Construction Management | OSHA 30-Hour



Erik is a building industry leader with over 20 years of experience directing multi-million-dollar commercial facilities and site development projects. He has a safety-conscious approach and consistently succeeds in achieving time, budget, and quality goals. Erik is a team-oriented leader whose skills are certain to benefit the City of Portland Homeless Service Center as construction moves forward. In Portland, Eric has been supervising the 104,551 SF Canopy Hotel construction.

Alex Clark: Project Engineer

7 years of industry experience | B.S. in Civil Engineering | OSHA 30-Hour



Alex has over seven years of experience, including two years with Cianbro. He has been responsible for supporting cost controls, schedule adherence, procurement, as well as overall project logistics and subcontractor coordination. Additionally, Alex has experience with producing RFIs and submittals for ongoing construction and quality control purposes. Most recently Alex has supported the construction of the Canopy Hotel and 100 Fore Street, both in Portland.

Tom Figura: Lead Estimator

42 years of industry experience | B.S. in Civil Engineering & Construction Management



Tom and his estimating team play a central role in ensuring that each of our clients are earning the most from their investments in capital expansion and improvement projects. Drawing on his background of experience, Tom will work closely with the collective team to develop estimates for the City Homeless Service Center as well as VE and constructability reviews. Tom has been integral to the Canopy Hotel and 100 Fore Street projects in Portland.

Tucker Nyquist: Safety Coordinator

7 years of industry experience | B.S. in Marine Transportation Operations | OSHA 30-Hour



Tucker has over seven years of professional experience. In his role as Safety Coordinator, Tucker has led the safety effort on some of Cianbro's largest projects for both public and private owners. Tucker is well-respected by our clients, and has proven experience planning and communicating safe work activities and conducting daily inspections of work areas. Tucker's recent local experience includes the Canopy Hotel, 100 Fore Street, and the Maine Veteran's Home in Augusta.

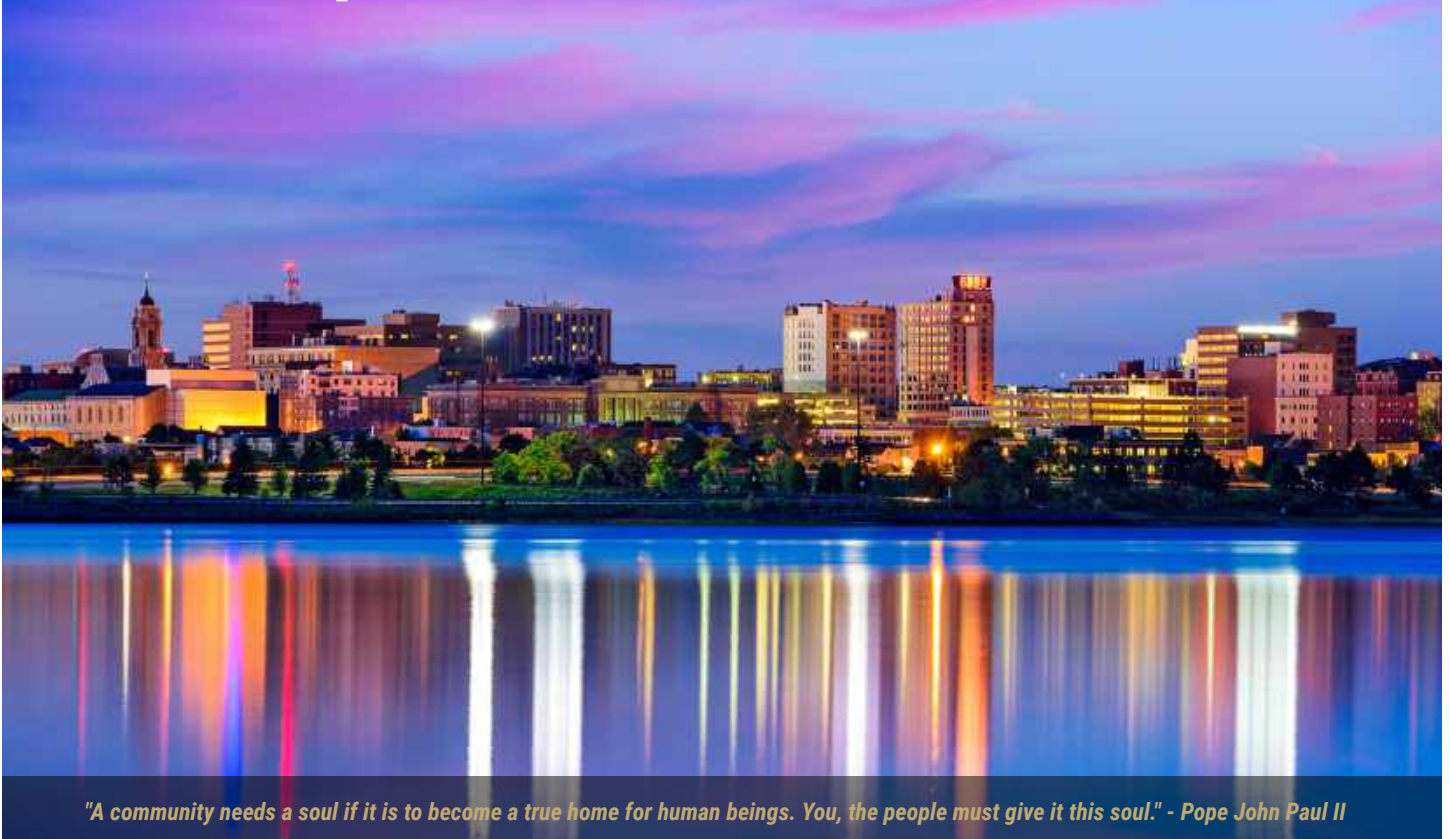
Brian Ballanger: Scheduler

20 years of industry experience | B.S. in Power Engineering Technology | G.E. Project Management | OSHA 10-Hour



Brian has nearly 20 years of professional experience, including 13 years of progressive, hands-on experience managing business-critical initiatives. Brian has expertise in developing and implementing Six Sigma Lean programs for driving significant improvements in service ability, reliability and operating cost efficiency. Brian has driven the schedule development for the Canopy Hotel, the Puritan Test Swab facility in Pittsfield, and the Maine Correctional Center projects.

Community is Our Focus



Our Community Background

Our team has a deep background in housing facility design, ownership, management, and unparalleled experience in local public private partnerships to reach consensus and achieve community goals. As a Maine native, Kevin Bunker of Developers Collaborative (DC) is one of Maine's most respected community developers. **Over the past fifteen years, DC has developed some of Maine's most notable projects, including over 1,100 housing units, nearly 900 of which are affordable housing.** Kevin has received two MEREDA Notable Project awards and many historic preservation awards, having completed far more historic tax credit projects than any other developer in Maine. He also received Portland's Economic Development Award for 2019. Kevin serves on the board of Tedford Housing, a homeless services provider based in his hometown of Brunswick, and DC serves as a development consultant to Preble Street in their various city projects.

In undertaking this work, DC's signature style has been to take on projects often considered too complex for other developers. DC firmly believes that community consensus is possible and that our shared community goals can bring all parties together. Our in-house asset and property management team currently oversees 770 units across 22 different projects in the state, as well as nearly 200,000 square feet of commercial space. Additionally, at the conclusion of this section of our submission, we have listed numerous DC's housing projects. Given the scope of this RFP, we have selected several Portland projects that are illustrative in their complexity, mission, location, or consensus-building aspect. These initiatives include **66 State Street, Stevens Square Campus, Reed School, Nathan Clifford School, and Crescent Heights.**



66 State Street Project

The land and building at 66 State Street had been marketed as a market-rate residential conversion for some time. In fact, when purchased by DC in 2018, it was contemplated to be a market-rate condominium project due to its location.

Social service providers Amistad and Catholic Charities had run successful and essential programs out of this location for decades, notably Amistad's day drop-in center. Still, it appeared that this location would be lost to the gentrifying building boom in Portland. However, **DC decided to switch its business plan and team up with Amistad to magnify conversations around homelessness issues in the City.** Interestingly this same conversation has led to the current RFP at Riverside Street.

The 66 State Street project is a rare example of anti-gentrification and is a prime example of de-concentrating poverty and expanding housing and economic opportunities. The development plan consists of two phases. The first, currently under construction, will be a 38 bed SRO lodging facility for women in recovery. It is funded by historic tax credits, developer debt and equity, inclusionary zoning funds, has a TIF from the City of Portland, and 25 project-based Section 8 vouchers from the HUD and the Maine State Housing Authority. Phase two will a new building constructed in the current parking lot and feature an additional 30 apartments, all permanently affordable, funded by tax credits from MaineHousing, City of Portland HOME funds, and a TIF. Through creativity and public

purpose, this market-rate condominium project has been converted into 68 affordable housing opportunities for women at a stage of their lives where safe housing is a paramount concern and an extremely scarce resource.

Residents within the building will benefit from easy access to multiple community resources. Many of the residents will appreciate being able to walk to neighborhood resources such as grocery stores, the YMCA, places of employment on the peninsula, churches, etc. All residents will be able to utilize the Metro bus system, which has a stop just across State Street and will connect residents to peninsula and off-peninsula destinations. For the population residing within this project, access to treatment and services of various types will be critical to maintaining recovery, stability, and housing. The location of the buildings, combined with the presence and reach of the bus system, creates a reality of almost zero barriers to this level of access.

Each floor will contain common gathering space, cooking areas, bathrooms, and individual units. The project can operate as a single community but also target specific populations on each floor. This design allows for privacy and "a space of their own," yet at the same time promotes accountability, community, and peer support. The project also contains a full commercial kitchen used for job training and larger community meals once concerns around the pandemic are relieved.

Learn more about this project from the Portland Press Herald:

- ▶ <https://www.pressherald.com/2018/09/25/portland-center-for-mentally-ill-displaced-by-building-sale/>
- ▶ <https://www.pressherald.com/2019/07/02/portland-developer-pitches-housing-project-for-homeless-women/>

The project is an adaptive reuse of an existing building but not a rehabilitation project in the housing sense as there are no existing units in the building. The building will be a full rehabilitation, as the brick structure will be retained, but new mechanical, electrical, and plumbing systems will be added. This will include new high-efficiency heating and cooling units running off the existing geothermal wells. The site will be redeveloped as well, including a pocket park in the center of the site, directly outside the proposed community spaces in the lodging house.

The renovated building will be run as a rooming/lodging house and will target some of Portland's most vulnerable individuals for tenancy in its 38 units. The population of the rooming house will be individuals meeting one or more of the following criteria: 1) coming out of recent and/or chronic homelessness; 2) returning to the community from recent incarceration; or 3) in early and sustained recovery from substance use. All or nearly all of the individuals housed in the rooming house will be at or under HUD's extremely low-income definition (30% of AMI). Most rooming house residents will either enter with a documented disability or will receive support in identifying and receiving targeted treatment for a disability once stabilized within this housing unit with its wrap-around supports. Amistad partners with the City of Portland's Health and Human Services teams and functions as an active partner with the City's Long Term Stayers initiative and other efforts to solve homelessness in the community. **This level of collaboration will support the placement of individuals most in need of this specific and valuable version of supportive housing.** As Councilor Ray noted in her blog dated April 7, 2019, this project is specifically designed around the target population; it's not a set-aside in an otherwise affordable or market-rate project.

From the physical design and layout to the partnership between DC and Amistad, the only purpose of this project is to help vulnerable women. In navigating the twists and turns to successful realization, DC has gained a much deeper understanding of the challenges and opportunities of the most vulnerable of our citizens and will bring this understanding to the Riverside Homeless Service Center. Additionally, 66 State Street has been designed to complement the planned coordinated entry aspect of the Services Center, being ready to take referrals from the latter, as the system has been designed.

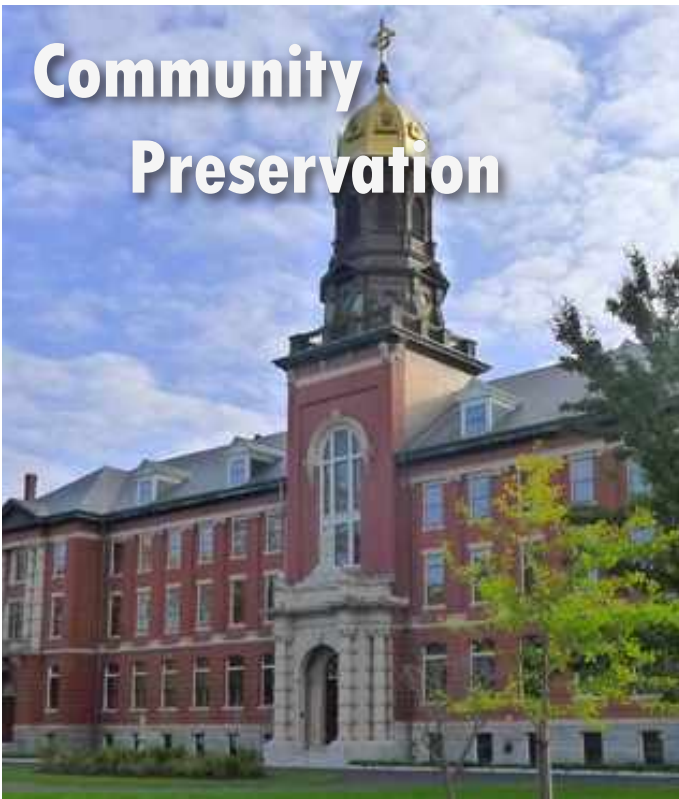
A Team Effort

"There's a great story behind this partnership, which will result in the creation of around 40 units of housing for women experiencing homelessness in Portland. The collaboration between Kevin Bunker and Amistad began outside of the city process to develop a new Homeless Service Center, when Bunker purchased 66 State Street with a plan to develop condominiums there. Understanding that two organizations housed in the building, Amistad and Catholic Charities, would need to relocate, Bunker assured them he would extend their leases until they were able to secure new spaces.

Bunker is no stranger to the issue of homelessness or the need for affordable housing. As a founding principal at Developers Collaborative, he's been involved with multiple projects that mix units of affordable and market rate housing, and since 2017 he's served on the Board of Tedford Housing, a nonprofit focused on "creating pathways from homelessness to home by partnering with people and their communities in Midcoast Maine."

While Bunker considered his plans for 66 State Street, Catholic Charities was able to find new space relatively quickly, but Amistad was having difficulty. After multiple conversations between Bunker and Brian Townsend, the Executive Director of Amistad, Bunker pitched a proposal that would allow Amistad to stay and continue its programming at 66 State Street. Townsend had a different idea. He was pretty certain that Amistad was close to finding space in a nearby building, but he saw a great need in the community to help women experiencing homelessness. While the OSS/HSC is open to people regardless of gender, women sometimes have a more difficult time finding success in the shelter system because there are fewer treatment and recovery resources available for them, and they may face greater vulnerabilities connected to substance use, trauma, and sexual exploitation. Amistad has been working to assist this vulnerable population, but Townsend recognizes that there is still great need for additional resources in the community.

Bunker listened to Townsend's proposal, agreed that housing for women could be a good fit at 66 State Street, and went to work exploring new financing structures to make the project viable. While this collaboration began outside of the city's process, it has evolved into a partnership which brings together Amistad, the City of Portland, [and] Developers Collaborative." - City Councilor Belinda Ray



Stevens Square Campus

The Stevens Square project has been two decades in the making. Seacoast Management, a retirement community developer, had been working with the Sisters of Mercy on a campus redevelopment. They created a master plan for a retirement community in 2009, but the recession derailed it. Fast-forwarding to 2014, DC principal Kevin Bunker, who had partnered with Seacoast on two previously successful projects, became involved. By this time, there was a clear community consensus that someone had to figure out the 140,000 square foot Motherhouse, even as the fate of the larger campus was unknown.

DC was brought on specifically because of their experience with complex, layered financing sources to figure out the Motherhouse, which was both the centerpiece of the campus as well as its most challenging element. DC successfully financed the Motherhouse with seven different sources, all with varying requirements. The Motherhouse opened for occupancy as 88 units of senior housing in November 2018 and has been fully occupied. The Motherhouse has won several awards, including the prestigious MEREDA Notable Project award. However, a statistic that we are most proud of is that we had zero COVID

cases due to a focus on safety and sanitation best practices.

To develop the project, a master plan had to be created, and a zone change adopted. This was completed in the face of a committed neighborhood minority who did not want to see the project move forward. As DC worked on the Motherhouse apartments only (itself a condo unit within a commercial subdivision), the larger project was struggling politically. Stated concerns were typical such as density, traffic, and the like. However, the real emotional core of the resistance was the fear that the developers would close the McAuley School, an on-campus 50,000 square foot building. The reality was far more complex and related more to demographic changes within the Sisters of Mercy and the viability of private single-sex education in a small market. DC was brought in to work with the neighborhood and City Council. As part of that work, DC oversaw changes in the Master Plan that built consensus around a smart growth plan for a total of 249 units of senior housing, a mix of market-rate, affordable, ownership, and rental, with associated amenities.

This process is a good example of DC's willingness to work with diverse stakeholders to achieve a project that meets multiple community goals. When DC entered the picture as a minority partner to Seacoast Management, the project was in disarray. The neighborhood had risen up due to a perception of too much density on-site and fears that the development could be a factor in the possible closing of the McAuley School. DC immediately began neighborhood outreach and implemented compromises from the original redevelopment, limiting the number of units and preserving some athletic fields for school use in perpetuity.

DC also committed to improvements to the public transportation system and to adjacent Baxter Woods, a much-loved green space. These concessions paved the way for a unanimous vote on a zone change that was headed to a 5-4 vote. This allowed the redevelopment of the iconic Motherhouse to proceed, which has opened in recent months and contains 88 apartments, both market-rate and affordable.

The Motherhouse building is a good example of our willingness to work with the municipal and neighborhood stakeholders and our expertise in the technical aspects of complex development. All of this was completed with coordination



from the Sisters of Mercy, who retained an active interest that the site would be redeveloped in a sensitive way that respected the organization's history and protected the Sisters still living on a portion of it, where they remain today.

The Motherhouse had to be designed to the Maine State Housing Authority's standards as well as the National Park Service. TD Bank was the lead tax credit investor for the project, and their financial requirements needed to be met along with those of MSHA and the City of Portland (who provided a HOME loan and a TIF). There are likely not many capital stacks in the state of Maine more complex than that of the Motherhouse.

After the Motherhouse development, DC purchased Seacoast entirely in 2018 and is now the owner of the entire site. The second phase of the redevelopment is Stevens Square condominiums. Thus far, one building containing 20 units has been built. Despite the pandemic, DC was able to complete a high-quality construction project and have sold all but the final unit. Four more buildings with 140 more total units are planned.

Another challenging aspect of the project was the sudden closing of the Maine Girls' Academy. Ultimately, through a consensus building and an understanding of the needs of the community, a three-phase construction project was planned. The first phase was the conversion of 10,000 square feet of classroom space to a 94-child daycare, Growing Learners, and a lease with Blue Wave Basketball, a youth basketball organization. The building also continues to be the home of

the winter farmer's market. Its 480 seat auditorium is currently the home of the Portland Life Center, a church, and is available for community rental and non-profit events.

The next phase includes office, and studio space on the second floor, is finally underway and will be complete in June 2021. It features seven office suites with a variety of tenants, including a speech therapist, massage therapist, media company, and will be DC's headquarters. The hallway will feature work by local artist Molly Maps.

The final phase is perhaps the most exciting and will tie the building and the campus together. Health Coaches at Stevens Square, will open in late 2021 and feature an outdoor fitness patio with state-of-the-art equipment. Finally, Tally's at Stevens Square is a café that will be in the atrium, serving a variety of sandwiches, soups, salads, and drinks in the atrium, the common space for the building. What was once a formerly vacant school at the end of its useful life has now been transformed into an environment where people will come to live, work, and play in a vitally re-purposed asset in the heart of Deering Center.

Overall, the Stevens Square master plan process shows our ability to navigate a complex regulatory and political environment while maintaining a high-quality vision on an extremely prominent in-town Portland site. Its total development costs have been approximately \$35 million and will be over \$100 million upon full buildout.

Community Collaboration



Reed School

Another example of DC's consensus building is in the Reed School project. DC successfully responded to a City RFP to redevelop yet another vacant school structure in the Riverton neighborhood in 2018. The process featured a community seemingly at odds with City staff over redevelopment goals. Numerous physical development and zoning challenges seemed at times to preclude any project at all.

DC first applied with Avesta Housing to develop affordable senior housing on the site. Another team responded similarly when the controversy began. Unlike the Nathan Clifford RFP (see below), the Reed School RFP did not fully capture the neighborhood consensus around the site. While the RFP favored housing among other uses, the neighborhood nearly unanimously felt that the number of units required to complete an affordable housing project was far too many. Amid controversy, the RFP was shelved and subsequently was re-issued a few months later. One team responded much as they had before, simply adding a group facilitation effort to their proposal. DC listened to the neighborhood.

While we believe in affordable housing, being one of the state's largest providers, it is not always the fit for every site nor always politically feasible (much like Nathan Clifford). In this case, it didn't seem to fit. We already felt it was marginal and would require a large amount of City subsidies, as detailed

in our first RFP response. We changed tactics and proposed an educational use in the 1950s main building with a small number (eight) apartments in the original 1920s structure. While we felt we had a more feasible plan, we were surprised by the **immediate change in the tenor of the conversation and the nearly universal neighborhood support** for our proposal.

The first phase became an expansion of Children's Odyssey, an innovative daycare with a 25-year history of successfully caring for children with developmental issues, notably autism, right alongside children without those same issues. They had outgrown their current space yet could not afford to expand. DC used historic tax credits, Brownfield funds, and traditional debt and equity to provide GL the opportunity to own its own space at a fraction of what the 400% physical expansion would have cost. DC partnered with Drew Sigfridson on the project, who is a principal on this proposal as well.

The second phase, eight market-rate apartments, also a partnership with Drew Sigfridson, is under construction now and will be occupied by the fall of 2021.

Learn more about this project and the amazing things that take place:

- ▶ <http://www.childrensodyssey.org/>
- ▶ <https://www.mainebiz.biz/article/developers-collaborative-completes-3m-school-rehab>
- ▶ https://www.youtube.com/watch?v=ig-B1E7_IQA

Community Understanding



Nathan Clifford School

In 2013, DC responded to the City of Portland's RFQ to reuse and redevelop the Nathan Clifford School, proposing 22 market-rate units. The only other respondent proposed a large number of units on the site, which was expressly what the neighborhood had said it did not want to see during an extensive community process. **DC proposed a project that fit within existing zoning, creating large, market-rate units.** Affordable housing would have been entirely unfeasible. DC also offered to pay \$200,000 for the building.

DC's proposal was chosen and we began to engage the neighborhood. Generally, the response was very positive as we had listened to the community (having attended all the meetings). However, we had initially proposed four units in the additional land next to the school and 18 in the building (zoning allowed 22). The one factor our original proposal did not consider was the strong community desire to retain publicly accessible open space such as a playground and park.

In response, we gave the City Council two purchase and sales agreements and said that we would sign either. One was for \$200,000 and was based on the original development plan. The other was for \$1 and included an innovative concept: a public park on the land upon which we had proposed duplexes. We would allow public access in perpetuity and maintain at our own expense. The price reduction was necessary because

even though we moved the other four units inside the building, the rentable square footage did not change. We wanted the City to decide whether the priority should be the purchase price or the park.

The park itself is working very well. It is designed to blend seamlessly into the project and provide a unique gradient of public, semiprivate, and private spaces from the public playground and open space to the private patio and resident community gardens and the building. The relative privacy of the space is signaled through visual cues such as a low unlocked gate as opposed to an actual barrier or off-putting signage. Park users and dog owners have been respectful of the park and have kept it largely clean, while we have maintained it to a high standard without assistance from the City.

The overall development has also been a neighborhood success. **This project created 22 housing units while preserving a community landmark and existing open space within walking distance of downtown.** The unit mix includes one single-bedroom, sixteen two-bedroom, and five three-bedroom units. The units were rented very quickly upon completion and provide a compelling value compared to the higher rents and smaller units found on the peninsula. In 2020, the units were marketed as condominiums, and most have now been sold.

Community Growth



Crescent Heights

DC developed Maine's first LEED Platinum multi-family building in 2010, called Crescent Heights. The City required Maine Medical Center to divest twelve residential properties it had acquired over the years as part of a contract zone for a major expansion. **DC saw a smart growth opportunity to provide housing for medical students near MMC.** However, this could not overtake the neighborhood and overwhelm its capacity to provide affordable rental housing and on-street parking. Crescent Heights, a 44-bed student housing facility, was the answer. Due to strong management skills and correct timing of a competitive bidding climate, the base bid for Crescent Heights delivered a LEED Platinum building at under \$130 per square foot of construction costs, including site work.

Crescent Heights was built primarily for MMC/Tufts medical students. MMC and Tufts gained a major new recruiting tool for their joint MD program, and the neighborhood breathed more easily, with less pressure on the housing market and the transportation system. The project also added over \$3 million to the City's tax base. While there was initial controversy over MMC's plans to expand, **DC's project met with positive consensus not only from the MMC decision-makers, but the West End, St. John, and Parkside neighborhoods as well.**



Developers Collaborative Additional Project Sampling

Project Name	Location	Type	Completion	#Units	SF
Brackett, Ellsworth, Hill Apartments	Portland	Market-rate	2009	7	
Gilman Place	Waterville	Affordable	2010	35	
Birch Hill Apartments	Lewiston	Affordable	2010	20	
Crescent Heights	Portland	Market-rate	2010	44	
Healy Terrace	Lewiston	Affordable	2011	32	
Emery School	Biddeford	Affordable	2012	24	
Hyacinth Place	Westbrook	Affordable	2013	37	
Nathan Clifford Residences	Portland	Market-rate	2014	22	
Osprey Circle	South Portland	Affordable	2014	48	
Webster Point	Orono	Market-rate	2014	14	
Mission Hill Phases I and II	Biddeford	Affordable	2015	50	
River Landing	Topsham	Affordable	2015	36	
St. Ignatius	Sanford	Affordable	2016	66	
Hodgkins School	Augusta	Affordable	2016	47	
Griffin Road Apartments	Scarborough	Market-rate	2016	36	
Plummer School	Falmouth	Affordable	2017	34	
Rosa True	Portland	Affordable	2017	10	
St. Dom's Family Housing	Portland	Affordable	2017	12	
Riverbrook Apartments	South Portland	Market-rate	2017	118	
Motherhouse	Portland	Affordable	2018	88	
Oriole Way	Ellsworth	Affordable	2018	50	
477 Minot Ave.	Auburn	Affordable	2019	36	
St. Francis Phase II	Waterville	Affordable	2019	18	
Summer St Workforce Housing	Gardiner	Affordable	2020	15	
Maple St. Housing	Augusta	Affordable	2020	29	
75 Wight St	Belfast	Affordable	2021	25	
Uplands Phase 1	Scarborough	Affordable	2021	39	
Stevens Square Condominiums	Portland	Market-rate	2021	20	
66 State St. Phase 1	Portland	Affordable	2021	38	
Reed School Phase 2	Portland	Market-rate	2021	8	
Preble Street Healing Arts Center	Portland	Affordable	2021		
Oriole Senior	Ellsworth	Affordable	2022	29	
Uplands Phase 2	Scarborough	Affordable	2022	39	
66 State Street Phase 2	Portland	Affordable	2022	30	
Androscoggin Valley Medical Arts Center	Livermore Falls	Commercial	2012		14,000
Lamb Block	Livermore Falls	Commercial	2012		11,000
135 Walton St.	Portland	Commercial	2015		56,000
34 Spring Hill Road	Saco	Commercial	2019		35,000
Reed School Phase 1	Portland	Commercial	2019		19,000
420 Cumberland Avenue	Portland	Commercial	2020		5,000
Stevens Square Community Center	Portland	Commercial	2021		50,000

Best-in-Class Partners

Developers Collaborative has partnered with some of the best local talent in the industry. Our design, construction, subcontractor, and consultant teams retain extensive experience in their respective disciplines. We have included Amistad and Thornton Tomasetti as our consultants throughout the project. Our design partners include Winton Scott Architects, Gorrill Palmer, and Aceto Landscape Architects. Additionally, the overall design and construction will be managed by Cianbro and supported by several key design-build subcontractors.

Our local partners are dedicated in providing a safe and welcoming environment for the City's homeless population. This team has worked together, and within the City on many initiatives. They understand the requirements necessary to navigate City approvals, permitting, site safety, and site logistics. Below we have highlighted several key projects our partners have completed in the City of Portland. In addition, ***we have developed an appendix (section four) to further highlight and demonstrate their collective experience.*** We are excited to assemble a team of this breadth and expertise to serve the City of Portland.



100 Fore Street



Unity Village Apartments



Oak Street Lofts



Pearl Place Apartments



Canopy Hotel



Libbytown Visioning

2. Project Approach

- a. Vision of Project Goals
- b. Design Approach
- c. Construction Approach
- d. Conceptual Plans
- e. Schedule Overview
- f. Preliminary Project Schedule



The Vision of Project Goals

What constitutes a successful public-private partnership?

Every successful public-private partnership must, by definition, achieve multiple goals. While the partnership comprises two stakeholders in the public and private sectors, additional groups must be represented and integrated into the process. Most importantly, there are City Officials and City Council as well as neighborhood groups, abutters, and other political stakeholders.

Political engagement in Portland is all-encompassing, yet diffuse, passionate, and thoughtful. A team that does not appreciate this reality and has experience navigating its complexities will not be successful. A private sector development team represents themselves along with contractors, designers, lenders, and investors. A transparent, local team ensures that the City knows who they are dealing with during the interview and selection phase as well as the design, construction, and operations.

The Basic Project Goal

How is it possible to have an organizing principle given the disparity of goals in a public-private partnership?

We feel it's helpful to step back and look at what absolutely must happen for the endeavor to be considered a success. While it is critically important to involve our prospective partner in this goal definition, some initial thoughts are below. Once defined and agreed upon, the basic project goal should be non-negotiable.

The City of Portland has decided that the homeless population deserves better than what is currently provided. Thus, one definition of the basic project goal is that the service center should **effectively house and serve the population** for whom it is intended. The center must be large enough and have the functionality necessary for the staff and volunteers to provide the intended services effectively.



It should be designed and constructed with the quality and technical considerations that constitute a state-of-the-art facility. Even more importantly, however, the design should recognize the basic dignity and humanity of its residents.

The facility must be efficiently designed and constructed to be affordable to build, lease, and operate. There will inevitably be some level of repetition and scale to realize particular efficiencies. However, it must also offer a human experience in the design, or the basic project goal will not be met. We imagine this facility, not as a “warehouse for the homeless out by the highway” or a “mega-shelter,” but rather our best foot forward as a community and an expression of our shared values. We propose to imbue this ethic into the entire design, construction process, and its long-term operations.

To achieve our mission, we must implement effective design elements that express these values. The shelter must represent our community values and provide a comfortable and safe location for its visitors. Regardless of the partnership type or project, the human element is a significant consideration. As the development team, we are not viewing this as a build-to-suit government building but as a facility for the long-term needs of an underserved segment of our community.

The facility needs to be warm and welcoming, safe and comfortable, and built-to-last for people who need shelter. While costs are certainly a factor, there are ways to create a cost-effective space and convey a quality of compassion and caring. Our team has tremendous experience working on affordable housing projects and has been involved in housing-first projects. We believe design elements of the interior and exterior of this center will significantly contribute to an environment in which a person in need can feel safe, respected, and valued.

We will facilitate this by including community stakeholders early and continuously. ***This means working with neighbors about the location's specific attributes; working with the City to learn exactly how services will be delivered; working with Amistad as a convener; and working with community groups with local expertise on homelessness.*** Given the history, we understand the associated challenges. We intend to help accelerate this long-awaited project to the next phase. While acknowledging the work that has brought the project to this juncture, we propose helping to lead a team forward to make a measurable positive impact.



An example of this team’s commitment to engaging a broad spectrum of stakeholders and industry specialists can be found in the inclusion of Amistad within the ranks of this project partnership. The causes of homelessness are multiple and complex. The work of identifying models of sheltering and services that demonstrably improve the likelihood that people experiencing homelessness will secure and maintain housing is challenging and ongoing.

Amistad has decades of experience providing a variety of services to those experiencing homelessness in Greater Portland. This experience includes robust engagement with the cross-section of stakeholders upon whom this partnership intends to lean upon throughout the process, including Amistad's direct, meaningful, and supportive involvement in the development of the Homeless Service Center concept, from the earliest discussions through to the present moment.

Their involvement included supporting an independent survey of a large number of people currently experiencing homelessness in the Portland area, which resulted in the availability of data that challenged specific arguments against the model that were being made by entities claiming to speak for the homeless. This proximity to the population and its promise of access to vital, first-hand feedback on the strengths and weaknesses of specific, proposed building and program design features renders Amistad's involvement particularly valuable. Our partnership will utilize Amistad's position within the community for access to broad stakeholder feedback as we identify and develop features that offer the community a best practice-informed Homeless Service Center that meets the complexities of the challenge with collaboration, innovation, experience, and expertise.

In addition to achieving the basic project goal, the facility must be delivered on time and budget. We have outlined some considerations for achieving this. We are very aware of the desire to move this project forward quickly and have made suggestions to potentially "fast-track" the development.

Design Approach

Our team's approach to the design process will be open and inclusive. We recognize that the City Council and the Department of Health & Human Services (HHS) have completed significant work defining the design and operational goals for the new facility. HHS has researched best practices, visiting similar facilities in the region, and reviewed successful approaches in communities across the country.

We intend to build upon this work by bringing together our local design, development, and construction expertise, with the knowledge of City staff and administrators as well as other community leaders who have been dedicated to helping support our homeless population. ***We view ourselves as facilitators, helping to organize and lead the process in collecting stakeholder goals and ideas and then finalizing design development, and proceeding to permitting and approvals.*** We anticipate opportunities to convene community involvement and an open discussion of ideas and goals that will further inform the work that has been done to date. This will ensure that the resulting facility fulfills its promise to better serve some of the most vulnerable members of our community with dignity, safety, and compassion.



In addition to the essential programmatic needs that the facility will support, this project will be one of the first to be constructed under the updated version of Portland's Green Design Code. We see this as an opportunity to create a building with meaningful, sustainable features that keep operating costs down and contribute to a clean environment, all while helping to meet long-term climate change goals. To that end, our design team includes a nationally recognized sustainability consultant that will help guide the process in achieving conformance with the new regulations.

We also recognize that every step in the design phase, including features, materials selections, and systems, will be implemented with cost-efficiency. This allows the design to align with the budget criteria that ultimately will drive the lease arrangement and ongoing operational costs. Therefore, the construction team will be an integral part of the design. They will determine the cost implications of design decisions in real-time and guide the team towards a financially feasible solution.

It is clear that the new Homeless Service Center is urgently needed, and time is of the essence to design and construct the facility as soon as possible. It is equally important that the building is well-conceived and the result of a rigorous design process that has considered the needs of the stakeholders and those that it seeks to serve. We will establish a well-defined design process with ample opportunity to hear all voices, build consensus, and make decisions promptly.

Our value is based on our past experience, our team approach, and our relationships within the community. We have been involved in designing, permitting, and constructing buildings in Portland for decades. We are confident in our ability to finalize a design reflective of our collaborative process. Our team of construction professionals will deliver the project on time and budget. We will build consensus, listen to the community on stakeholders' needs and desires to integrate into the project, and create a center that is warm, welcoming, safe, and built-to-last.

Site Design Considerations

With these goals in mind, we have engaged Nick Aceto from Aceto Landscape Architecture (ALA), whose site design concept for the project incorporates elements from research on other similar facilities around the country, such as The Bridge in Dallas, Texas (see more below). In order to achieve the desired design goals, ALA has incorporated thoughtful human-scale elements such as configuring the entry to extend a "welcome mat," leading guests of the shelter across a colorful, welcoming landscape that provides transitional, flexible space extending from the street to the facility. The idea is to scribe a more legible pedestrian connection between the bus stop and shelter entrance (a metaphor for connection to the broader cityscape). A potential 'open pavilion' concept and/or raised gardens introduce a sense of human-scale elements and opportunity for interaction with the landscape. The broad plaza near the building is envisioned to be durable, yet simple, utilizing inexpensive materials with painted or integrally colored bands that pick up on a consistent color palette weaving the landscape into Winton Scott Architects' proposed building.



We have developed conceptual plans starting on page 42 for your review.

The “loop” around the building will be designed for efficiency both for vehicles and pedestrians and integrate into the entryway and outdoor pavilion area, which links to an outdoor service area. The western flank of the site continues the same language with colored paving, providing an organizational framework for a series of interspersed raised planters and benches. A small lawn surrounds a simple concrete patio space for small gatherings, musical performances, and a safe outdoor space to rest and eat. We anticipate the tree plantings to be minimal with vegetated buffers as appropriate, particularly with adjacent properties. The planting palette could be a reclamation approach with native seed mix and minimal formal planting besides shade and evergreen trees in key locations for shade and buffering.



Incorporating easy-to-maintain yet practical outdoor spaces will be a critical element for the overall project. The lawn area is anticipated to have a slight slope to be comfortable for outdoor sitting. The future development labeled as ‘great meadow’ on the concept plan would also be slightly sloped and planted with grass for easy maintenance, but also to serve as a useful outdoor space.

We also have several ideas to discuss as we move into more detailed design development. While inappropriate to propose before vetting with our municipal partner, we feel they could add purpose and interest to the site and make it a more vibrant place. In particular, we think raised garden beds and an outdoor pavilion are worth a discussion.

Raised garden beds would provide an outdoor activity with a tangible outcome, as food raised could be served meals at the facility. Growing food is a healthy activity providing a tangible sense of pride and achievement. The concerns over possible contaminants in the soil and the site’s long industrial history, however, probably preclude growing directly in the existing soil. Raised beds are still a way to grow edible crops. They are also more age-inclusive, especially if the bed wall is wide enough to allow sitting while gardening.

An outdoor pavilion is an idea that has been used successfully in other settings, such as The Bridge in Dallas, Texas. In this setting, admittedly a warmer location, outdoor space is used in much the same manner as indoor space, in response to the truth that often the homeless population feels more comfortable in less enclosed spaces, even sleeping outdoors.



Initial Building Design Considerations

We recognize the importance of the design process in shaping the facility's final design. However, we also included concept images of the facility and layout to provoke conversation and illustrate some of the thinking we bring to the table as a team. We see the need for this facility to recognize that many people seeking shelter and services have likely experienced significant trauma in their lives and need an environment that mitigates trauma-response behavior and promotes feelings of security, dignity, and safety.

The large site allows for opportunities to create purposeful connections to nature and bring indoor and outdoor spaces together. Inside the building, guiding characteristics include:

- ▶ *Clear sightlines*
- ▶ *High ceilings*
- ▶ *Natural light*
- ▶ *Minimal barriers*
- ▶ *Space that is easy to navigate*
- ▶ *Efforts to reduce perceived crowdedness*
- ▶ *Accessibility*
- ▶ *Designated areas that provide a sense of privacy*
- ▶ *Limited visual complexity*
- ▶ *Visual symmetry*

The building entrance illustrates the intent of the building to be immediately welcoming with clear entrance points for both the Service Center and the onsite health clinic. A large covered porch area provides immediate shelter with places to sit and presents a simple visual element that can be recognized from a distance as one progresses from the street to the front door.

The central arrival and gathering space aspire to illustrate many of the above features. A centrally located entry into a balanced and symmetrical space. A large central skylight and clerestory windows flood the space with natural light that supports a planted living wall element and potted trees. A palate of warm neutral materials balanced by a few colorful elements provides visual calmness, and ample seating provides a sense of welcoming. The space is analogous to the town square, which are clear connections to the day room/cafeteria, sleeping quarters, health clinic, social services, laundry, lockers, etc. The space is the heart of the facility that orients the building's occupants, so they always know where they are and how to get to other parts of the building.

These are just some of the early design concepts our team has begun to orchestrate, and we look forward to more stakeholder involvement in creating the final product.

Construction Approach

Cianbro, being a Lean organization, promotes a Lean culture of continuous improvement aimed at creating more value for the customer while identifying and eliminating project waste. The management philosophy is based on a cooperative approach focused on a common goal: what is best for the project's success is best for the individual team members' success. The project is divided into construction phases, a group of activities, and subcontractors that are interrelated in the completion of a specific segment of the building. Prior to the start of each phase, the Cianbro team, with the input of the project's subject matter experts (designers, subcontractors, material suppliers, equipment suppliers, and end-users), will create a flow of work that ensure the most efficient use of the subcontractors' resources to meet the project goals. The collaborative nature of these meetings instills in the subcontractors a sense of ownership and commitment to the activities' durations, ultimately creating a more reliable workflow.

Site Logistics

The team is prepared to manage the unique challenges presented by the Homeless Service Center site. Perimeter fencing and barricades will be used to create a safe passage for citizens utilizing the Portland Trails network to the Presumpscot River. The construction site will be fully enclosed with fencing and signage to protect the residents from the construction activities. The Cianbro team will develop and maintain an erosion and sediment control program to ensure that the disturbed soils remain onsite and protect against soil infiltration into the Presumpscot River. Construction traffic to the site's entrances will be monitored and controlled to ensure the safe passage of pedestrians and local traffic.

Site Work and Foundations

The Phase II Environmental Site Assessment (ESA) soil borings and monitor wells tests suggest that contamination of existing soils and groundwater does not present a risk to the workers during construction or to individuals of the proposed use of the property. However, it may exceed the Maine legal limits of reuse for other purposes if shipped off-site. Cianbro will develop and maintain a soil management plan to identify contaminants in the soil, the degree of contamination, and the process for handling contaminated soils if they are encountered. By working closely with the site designers and the site subcontractor, the team will work to reuse the site soil, mitigating the amount of soil required to ship off-site and reducing the cost of disposal of the soil.

The Phase II ESA subsurface findings also reveal the building site is generally underlain by uncontrolled fill containing construction debris unsuitable for direct support of spread footing foundations and slab-on-grade construction. We will support the building's foundation by utilizing ground improved with aggregate piers penetrating the uncontrolled fill and terminating the relatively stiff upper crust of the silty clay beneath the fill. The aggregate piers will support conventional footings, foundations, and a concrete slab.

Structure and Envelope

The Murox building system consists of prefabricated insulated steel wall panels. The panels are load-bearing, eliminating columns around the building perimeter and interior vertical bracing, which increases the flexibility of the space. The system includes fabricated structural steel, joists, roof decking, and exterior doors and windows. The prefabricated nature of the Murox systems reduces onsite construction time while offering an outer skin that surpasses the longevity of a tension fabric structure.

Although tension fabric structures can offer a clean appearance and fast construction, we found the current layout, for a northern environment, poses many problems, particularly during winter snow build-ups. The areas between the cafeteria, offices, and adjacent dormitories pose as dead-end corridors with sloped roofs pitching inward, creating a drainage issue between the structures. As currently laid out, snow coming off adjacent roofs will build between the structures, requiring removal. Removal of snow adjacent to a fabric structure will need to be handled very carefully to avoid damage to the structures. With our proposed Murox system, we have consolidated the facility as a whole, eliminating the separation between building components, thus taking advantage of more efficient heating/cooling and security issues. Drainage is handled conventionally at the perimeter of the building, along with internal drainage on the roof. This flat roof design prevents dangerous snow slides, as is the case with most sloped roof structures. The Murox structure offers a hard shell, more resilient to damage from maintenance equipment. We feel that a more durable and less maintenance-intensive solution is better for this particular climate and application, will lead to lower life-cycle costs for the facility, and will provide a better building for the future, when the city acquires it.

Interior Rough-In & Finishes

With the completion of the building envelope, the trades' concentration transitions to the building's interior. Features on the building's interior are designed to offer a durable, low-maintenance solution that enhances the usefulness of the spaces. Concrete masonry walls serve as an indestructible surface in the shower rooms, while impact-resistant wallboard creates a durable surface throughout the rest of the building. Polished concrete floors produce a long-lasting finish throughout the common areas, and welded seam vinyl sheet flooring creates an easy to clean hygienic surface for the day rooms. At the same time, carpeting is utilized in the office areas. Sound batt insulation maintains privacy in the offices, small group areas, and exam rooms.

During the rough-in and finish phases of construction, more than 20 trades will be competing for real estate in the building for material laydown, equipment space, and work area to complete their individual tasks. Tight coordination between trades is required when concurrently scheduling tasks such as floor finishes, ceiling painting, and millwork installation. Maintaining a reliable workflow during these phases of construction is crucial to complete the project successfully. Cianbro's collaborative phase planning approach effortlessly creates a workflow that diminishes conflict and confusion between the trades, allowing for a safe, organized approach to successfully complete the project on budget and on time while maintaining high standards of quality.







SHELTER

RIVERSIDE STREET

- 01. BUS SHELTER
- 02. ACCESS DRIVE
- 03. 'THE WELCOME MAT' (PAVED WALKWAY)
- 04. POTENTIAL OPEN-AIR 'SLEEP PAVILION'
- 05. GUEST/STAFF PARKING
- 06. STAFF PAVILION
- 07. EXISTING COMM. TOWER
- 08. ENTRY PLAZA
- 09. SECURED YARD, GREAT LAWN
- 10. POTENTIAL SECURED EATING/SLEEP PAVILION
- 11. RAISED GARDENS AND BENCHES
- 12. OPEN TERRACE
- 13. BUFFER PLANTING
- 14. STAGE
- 15. READING TREE
- 16. GREAT MEADOW (FUTURE TRANSITIONAL HOUSING)
- 17. PERIMETER EXERCISE TRACK
- 18. PORTLAND TRAILS TRAILHEAD
- 19. SERVICE AND LOADING AREA

NORTH 0 25 50 100



Schedule Overview

Preconstruction

There are considerations that we could offer to compress the amount of time needed to construct and open the facility. Due to the fundamental principle that risk must align with control, most development teams would be most comfortable



with a linear approach. By way of example, in a private development project, one would be ill-advised to do detailed and expensive design work without having site control of the property. In this instance, a development team may be reluctant to commit a large amount of time and resources without being assured of the project.

However, with a thorough understanding of the nature of risk and control, it is often possible in a public-private partnership to compress the schedule by breaking the project into different components and allocating risk and control fairly and appropriately. Typically, the pre-development phase of the project might be conceptualized as follows:

- | | |
|--|--|
| 1. Read RFQ responses. | 6. Continue with design, along with periodic cost estimates that inform lease/financial discussions. |
| 2. Select the first choice development team. | 7. After site plan approval, sign the lease and proceed to permitting and construction. |
| 3. Negotiate with the team. | |
| 4. Select team with Council vote and public input. | |
| 5. Proceed to the design phase and planning board. | |

There are many inefficiencies in this approach that all flow from the fact that the development team is on one side of the table, the City on the other, and they only come together at the final step when there is a true contractual relationship. If selected, we propose a concept along the following lines (step 2 above):

- | | |
|---|--|
| 1. Negotiate a limited pre-development consulting agreement with the developer. | to proceed, the developer is compensated for the limited work to date, and both parties separate. |
| 2. Immediately proceed to concept site and building design to submitting a Planning Board application as soon as possible—perhaps well before final terms are finalized with the developer. | 5. Based on seasonality and the City's appetite for risk and public consensus, consider starting ground preparation work before final approvals. |
| 3. City to apply as an applicant to Planning Board with the developer as a co-applicant. | 6. Finish design and permitting and sign the lease, as above. |
| 4. During the Planning Board process, hold a council vote on the choice of developer. If the Council does not choose | 7. Consider applying for a foundation permit before a full building permit. |
| | 8. Proceed to the remainder of construction, as above. |

Taking the opportunity to move linear tasks to a parallel track when possible enables considerable time to be removed from the schedule. Most project delays are not created by construction period overruns but rather at the beginning of the schedule when it seems like there is plenty of time. In the given scenario, where the goal is a safe place for our most vulnerable citizens, we do not have the luxury of delivering the project one day more than is necessary.

The Pre-Development Consulting Agreement

A master lease, joint development agreement, or similar instrument will ultimately document the official relationship with the City and the developer. These instruments are by nature complicated and take time to negotiate. Even when negotiations are very collaborative, the level of detail required in the documents is only evident after a significant amount of the process is complete. Typically, the developer will not have certainty of execution until late in the process, creating an impulse to slow-track the project until more unknowns become known and all parties are comfortable proceeding.

Developers Collaborative (DC) believes in the opposite approach. We have a long track record of stepping into the unknown and committing full-time with energy. We will commit resources to a project even before a final commitment—a strategy made possible by negotiating letters of intent or interim pre-development consulting agreements with our partners. This approach helps us fast-track the project and gives both parties the chance to work together on a trial basis while still moving the project forward.

There are many types of these agreements, but in essence, they are of limited scope and risk for both parties. Many times our partners are investigating a concept and unsure how to proceed and with whom. In these instances, we will perform the feasibility work for a fixed fee and only move to a higher level of engagement if asked.

For this project, much of the feasibility work has been completed, and there is a pre-determined site that has already been acquired. However, there are still many unknown elements that must be vetted out, such as:

- ▶ ***What does the final building design look like?***
- ▶ ***Can the City afford the lease rate it will take to build the desired facility?***
- ▶ ***Can enough consensus among stakeholders be reached to move forward?***

We propose a permitting and pre-development scope that appoints us as the City's authorized agent to seek Planning Board approval for the new facility. As the authorized agent, we will advance the project through the public process, work with the design and construction team, and incorporate constituent stakeholder input along the way to vet out the basic program. We would establish a limited budget to be paid to third parties (civil and environmental engineers, architects, landscape architects, green design consultants, and cost estimation, among others). For example, the Planning Board application would require

civil engineering at least at 75% level of completion. In comparison, architecture need not be more than perhaps 20%. These costs would be initially be paid upfront by the developer. After permitting, the relationship may take one of two basic tracks:

- 1. The parties decide to work together. Upon signing a firm commitment, these costs become the final responsibility of the developer and are incorporated into the project. The developer is not paid a separate fee for pre-development consulting.**
- 2. The parties decide not to work together. If this occurs, the City reimburses the developer for the third-party costs according to the mutually approved pre-development budget and a fee to be negotiated for the developer's consulting work to date. All the work completed is transferred to the City, and they become the owner of the documents.**

As noted, we prefer this suggested process for fast-tracking projects, developing a relationship with our partners and creating a well-informed development approach for all parties. As a result of this proposed process, the development projects we have led are characterized by being built on a rock-solid foundation while being fast-tracked.

Construction

The attached schedule is a living document consisting of the sequenced activities required to complete the project. The schedule was developed with the most current knowledge of the project's construction requirements, the City of Portland's permitting process, and the current availability of materials and labor resources. All of these factors were considered to ensure the creation of the realistic sequencing and duration of activities. This schedule sets a baseline for activity durations and sequencing that, with the collaborative effort of all of the project stakeholders, will be utilized as a tool to refine the project's completion date.



While the schedule is composed of numerous tasks that define and organize the project scope, the team's optimization of the schedule will focus on the critical path (identified as red bars in the schedule), the sequence of activities that represents the longest path through the project, and the only tasks that pose the ability to change the completion date of the project. Activities related to the critical path will change as the schedule is enhanced, and the project team will monitor the critical path throughout the life of the project. Focusing on compressing the duration of the critical path activities, as opposed to pushing the completion date of all the activities, is a surgical approach to shortening the project's overall duration while controlling costs, preserving quality, and maintaining the highest standards of safety.

The project team has identified that the timeline from July 2021 to early February 2022 is a critical duration period with multiple tasks that need to be reduced as much as possible. This period is between the pre-application meeting with the City (projected as 07/13/21) and the start of the concrete foundation work (02/02/22). Placing concrete foundations and slabs

through the winter months creates the additional cost of controlling winter conditions (frost and snow). The team's efforts will be focused on minimizing the duration of the permitting activities as well as the feasibility of obtaining early city approval to proceed with the ground improvements creating an earlier start date for the foundations, reducing the duration of winter conditions and shortening the project's overall completion date.

Following our Lean principles, the construction activities in the schedule have been divided into phases, a group of activities, and subcontractors that are interrelated in the completion of a specific segment of the building. Phase meetings are held before starting specific segments of work with all the subject matter experts to collaboratively identify activity constraints while refining and optimizing the sequences and durations to ensure the earliest start of the following phases. This process develops a more reliable workflow by obtaining the subcontractors' buy-in and accountability to the schedule.

- ▶ ***The City of Portland's permitting process – work together to shorten the permitting time and/or early release of foundation plans***
- ▶ ***Current availability of materials - early release packages***
- ▶ ***Labor resources – Cianbro's subcontractor pool - 70 years, subcontractor loyalty, commitment to their subcontractors***
- ▶ ***Neighbor communication***

The preconstruction team will work diligently with the City of Portland to work through the required programming to achieve the permitting phase in July. Upon submission of the permit, design will continue where we will develop documents that can be issued for construction at the end of August. This will allow the construction team to procure the remaining trades partners, materials, coordinate all mechanical/electrical/plumbing through our Building Information Modeling (BIM) and plan for construction before the permitting process is complete.

Site mobilization will occur in December of 2021 to prepare for the needed ground improvements below the foundations of the building. Construction would commence going vertical with foundations in late February, and while we are waiting for the building steel and envelope from our partner Murox, we will install all under-slab utilities through March. The structure will be completed along with the slab-on-grade in June of 2022, leaving us the interior rough-ins and finishes that will take place from March to Thanksgiving. The site and site landscaping will be complete in the summer of 2022. This will leave enough time for the City of Portland to occupy the building before the winter of 2022-2023.

[illegible]

[illegible]

3. Cost Arrangement

- a. Cost Arrangement
- b. Proposed Terms
- c. Basis of Estimate & Budget
- d. Signature Form

Cost Arrangement to Support the Project

Creativity & Flexibility

We understand that, although we will be the developer and landlord, this is a project for the benefit of the City of Portland as opposed to a private real estate development. We have kept this consideration in mind as we have applied our creativity to come up with some potential structures for conversation. While we may not lay out the exact final version, we do trust and expect that our willingness to negotiate, be creative, and give up deal points for the public goodwill shine through. In partnering with Developers Collaborative, the City of Portland will find that we will work harder and be more creative than anyone in tailoring a financial arrangement and solution matching this project's set of goals. Our company will be engaged, flexible and proactive in responding to the City's needs, and we will be responsive and decisive in negotiating agreements. We are accustomed to creating one-off development structures and hearing our partners say, "I have never seen anything quite like this."

Initial Development Terms

In another section of this proposal, we discussed the Predevelopment Consulting Agreement (PCA) as a way to move the project forward before all factors are known. This approach is also a great way to show off our open-book, financially transparent approach, and build trust right away with a comparatively low level of mutual risk. While we are working under the PCA, we will develop the program alongside the City and additional cost estimates for the project. All subcontractor bids and third-party costs are always available to the City for verification. We will propose a fixed return on total project costs for the lease rate. This protects both tenant (against a windfall profit by the developer) and the landlord (against unbudgeted program changes and time delays by the public process). We are proposing an annual lease rate of 7.6% of total development costs (TDC). We feel this number strikes a fair balance between the requirements of the lender, City, and developer. For the lender, there will need to be appropriate debt service coverage (DSCR), loan-to-cost (LTC), and loan-to-value (LTV) ratios to finance the project. For the developer, there should be a lease rate that respects the time, work, and risk put into the project. For the City, there should not be a windfall profit because a developer takes advantage of the City's desire not to bond for a large building.

Operating Considerations

Ground Lease and Initial Lease Term

We propose an initial 50-year ground lease term from City to the developer with a 25-year NNN leaseback for the facility. Significantly, we would propose no escalator in the rent for 10 years. Escalators are commonplace in commercial real estate and are a source of great profit to owners, whose debt terms are typically fixed for 10 years. Here, we plan to fix the rate, so we propose to pass those savings on to the City.

NNN Structure

In this lease type, the tenant pays for base rent plus all of the operating expenses associated with the property. We are proposing this lease structure since the City will be intimately involved in all aspects of running the facility, and the landlord will not control the expenses first-hand. Furthermore, the City may want the flexibility of self-performing any number of functions. Thus, in our NNN estimates, found below, we tried to only account for those items to be paid to third parties. We have also eliminated a discussion of utility costs at this time, as we need further direction on the design goals of the facility while noting that there is typically a tradeoff between upfront capital expense and life-cycle operating costs. An additional note about capital costs is worth mentioning here. Typically, in NNN lease structures, the roof and structure capital replacements may be the landlord's responsibility. The landlord is presumably maintaining its equity by keeping up the building's capital components over time. In this case, the City will retain ownership of the land, and the expectation is that the City will own the building over time. The landlord is giving up future upside or a sale of the facility to a third party. Thus, it makes sense for the City to be responsible for the costs associated with maintaining the building during their occupancy and contributing towards a capital reserve account for when the City owns the building. All applicable warranties associated with new construction shall be in place upon rent commencement.

TIF

One example of our creativity is a discussion we might have around tax increment financing (TIF). While we have not modeled this in our numbers, we think the City should TIF this parcel today for its own benefit and cost savings. The reason is straightforward. Today, the taxable original assessed value (OAV) is zero. Any improvements by a private party will lead to a large taxable increase (IAV). In this proposal, where the City is the single-tenant and responsible for the cost of real estate taxes under the NNN structure, the taxes, whatever they are, are a pass-through from the landlord's perspective. A TIF will, of course, shield this IAV from increased county taxes, decreased state aid to education, and decreased municipal revenue sharing that would otherwise be a very significant loss of revenue, perhaps in the neighborhood of 50%. With a conservative property tax estimate approaching \$250,000, this would be an annual savings to the City of \$125,000. The TIF payment could be used for debt service on the facility, as specified in the development program, and used as a credit in the NNN lease payment calculation. As described in this scenario, the City, not the developer, realizes the benefit in annual cost savings.

Purchase Options

In this effort, we do not intend to create an asset to hold forever or one that we can advertise on the open market as a "stable government long-term lease" and then sell to the highest bidder. We intend to be a development partner and a steward of the facility during the lease term and collect a fair return while we own the property. We are under no illusions that this project is for our long-term benefit. The long-term benefit of this project is for the City and the community it serves. Thus, we have proposed several purchase options according to a formula that gives the upside to the City, as opposed to the developer.

The first purchase option would be active starting in year 20 through the end of year 25 of the initial 25-year lease term. Thus, we have some predictability that we will have some ownership for a number of years but ultimately want the City to have

control of its destiny on the building. The City would give notice of intent to purchase according to a formula. The formula is key to this creative proposed structure due to the value created for the City.

The formula would be the original TDC less the amortized pay-down amounts under any loans. Thus, the purchase price drops over time. Additionally, we would agree not to re-leverage (borrow more money) against the asset at any time, as is a typical practice for commercial developers/owners. This will protect the City from an artificially high purchase price. By way of illustration, if we have a 25-year amortization schedule on the debt and a 75% loan-to-cost mortgage, the price will only be the remaining 25% equity used to build the building, if purchased at the end of year 25. Meanwhile, the facility has been kept up, invested in, and still has many years of useful life, but is available to the City at a depreciated price.

Refinance events occur at year 10, typically, and are asymmetrical with the amortization term. However, we will agree not to refinance for more than the then-outstanding loan amount, assuring that the purchase price will continue to drop over time until it eventually bottoms out to only the initial equity investment when all the debt is repaid.

If the City does not exercise this first purchase option, we would offer a second purchase option that would kick in at year 10 of a renewed lease term (overall year 35 of the partnership). This would be according to the same formula. If the City renews its lease at the end of year 25 but chooses not to exercise this second purchase option, then the developer would own the building for the full 50 years of the ground lease, at which time all ownership reverts to the City. The only way the land would ever become the property of the landlord would be if the City did not exercise its first purchase option and chooses not to renew its lease after 25 years. If this happens, the landlord will be left with a single-purpose building that will be hard to redevelop for an alternate use and would need the title to the land in order to re-tenant the property.

Obviously, this outline is not the only possible scenario, and we are willing to entertain any and all discussions. We feel the bottom line is:

- The facility development costs will cost what it will cost, given the ultimate program requested and the market at the time of commitment.
- A standard commercial financing assumption allows a fair calculation of rent that protects both the City and developer.
- The City should realize the equity (upside) in the building. The developer is a temporary (if somewhat long-term) intermediary that helps the City build the facility and address the homelessness issue in a cost-effective way, rather than a profiteer that takes advantage of a situation.

We welcome the opportunity to further these conversations and arrive at a creative and well-balanced lease structure with purchase options meeting both parties' needs.

Proposed Term Sheet

Development of Homeless Service Center, Portland, ME

This proposal sets forth the terms of a build-to-suit for the City of Portland's Homeless Service Center located at 654 Riverside Street in Portland, Maine.

Real Estate Development and Lease Terms

Property Address	654 Riverside Street, Portland, Maine
Tenant	City of Portland
Developer/Landlord	Developers Collaborative (Project entity owner to be created upon award of the project).
Premises	Approximately ~ 50,000 +/- SF facility as described in the attached proposal. Developer/landlord shall be responsible for all permits, approvals, land improvements, and building improvements described in the proposal.
Lease Start Date	Lease start date and rent commencement date to be upon substantial completion of landlord's work.
Lease Term	A base lease term of 25 years. Additional City option to renew for an additional 25 years with 15 months notice to the landlord.
Lease Type	NNN lease structure with tenant responsible for all operating expenses for this property, including, but not limited to, real estate taxes, insurance, building maintenance, management, replacement reserves for capital costs based on the useful life of improvements, electricity, stormwater, water, and sewer, grounds maintenance, janitorial, etc. New construction warranties to be in place post-construction for the benefit of the landlord and tenant.
Land Ownership	The landlord anticipates entering into a long-term ground Lease with the City of Portland for the land parcel contemplated in the agreement at the cost of \$1.00. If the tenant does not exercise its option to renew or exercise its first purchase option, then the ownership in the land transitions to the landlord for \$1.00 at least six (6) months prior to the end of the base term. If the City does exercise its option to renew, at the end of the renewal term (50 total years), all improvements become the property of the City.
Landlord's Work	The landlord will work closely with the tenant to design, develop, construct, and furnish a modern Homeless Service Center. The estimated cost of landlord's work is included in the TDC analysis and description of work included herein.

Lease Rate	The initial lease rate will be determined based on a total project return of 7.6%. Based on our current TDC of \$19,226,335, the NNN lease rate would be \$1,470,000/year. This initial lease rate would be fixed for the first ten years of lease payments with <u>no escalator</u>. In year 11, the annual lease payment would increase by a one-time cumulative CPI escalator and then an annual CPI escalation, with a floor of 2% and a ceiling of 3% through lease expiration.
Purchase Options	<u>First Purchase Option during the Initial Lease Term:</u> The tenant shall have an option to purchase the property at any time between twenty (20) years and twenty-five (25) years from the landlord, upon at least eighteen (18) months prior written notice (the "first purchase option"). The purchase price shall be based on the original TDC, less the amount of principal paid down on debt during the lease period. The Landlord intends to target a 75% first mortgage (of TDC) with a 25-year amortization and a ten-year fixed-rate term. Thus, if the rate and terms were fixed during the entire 25-year period, the purchase price would be 25% of the original TDC at year 25 (setting aside interest rate risk at refinancing). Additionally, landlord will agree not to re-leverage the property during this period. Thus, the property's purchase price goes down over time and does not go back up. Only re-financings that do not increase the principal amount of the debt are permitted, meaning eventually the price of the building will only be the initial equity invested once all debt is amortized. <u>Second Purchase Option in the event Tenant exercises its Option to Renew its Lease:</u> Tenant shall have an option at the end of ten additional (10) years to purchase the property according to the same formula by providing at least 18 months prior written notice (the "Second Purchase Option").
Security Deposit	Not required by developer/landlord.
Additional Terms	Additional terms and conditions for the lease to be determined and mutually agreed upon between the parties.

Annual Operating Expenses - Budget Estimate
Homeless Service Center • April 27, 2021



Common Area Maintenance		
	Cost Estimate	Notes
Cleaning		
Window Washing	\$ 1,200.00	Estimated expense.
Waste Removal	\$ 12,000.00	Variable based on waste production and recycling.
Repairs and Maintenance		
R&M Payroll	\$ 7,200.00	Estimate based on commercial building management.
HVAC - Contract	\$ 5,000.00	Estimate based on commercial building management.
HVAC - Repairs	\$ 2,500.00	Estimate based on commercial building management.
Plumbing Repairs	\$ 2,500.00	Estimate based on commercial building management.
Electrical - Repairs	\$ 2,000.00	Estimate based on commercial building management.
Electrical - Supplies	\$ 1,200.00	Estimate based on commercial building management.
Roof Repairs & Maintenance	\$ 1,200.00	Estimate based on commercial building management.
Locks & Keys	\$ 250.00	Estimate based on commercial building management.
Pest Control	\$ 2,400.00	Estimate based on commercial building management.
R & M - General Supplies		
Grounds Maintenance		
Landscaping	\$ 15,000.00	Estimate. Possible for City to Self-Perform.
Snow Removal	\$ 20,000.00	Estimate. Possible for City to Self-Perform.
Parking Lot R & M	\$ 5,000.00	Estimate. Possible for City to Self-Perform,
Grounds - Other	\$ 5,000.00	Estimate. Possible for City to Self-Perform.
Security and Life Safety		
Life Safety - Contract	\$ 8,000.00	estimate based on commercial property management.
Life Safety - Repairs	\$ 2,000.00	estimate based on commercial property management.
Fire Sprinkler	\$ 1,200.00	estimate based on commercial property management.
Additional Security	To be determined based on need	
Property Administrative		
Management Fees	Day-to-day property management by City	
Asset Management Fee (1%)	\$ 14,700.00	Fee to be charged by Landlord for administrative expense (1% of base rent).
CAM Estimate:	\$ 108,350.00	
Insurance		
Property Insurance	\$ 24,000.00	Insurance costs are extremely variable based on specific usage.
		Assumes additional insurance for the operator. This is building coverage and gen liab.
Real Estate		
Real Estate Taxes	\$ 232,100.00	Estimate based on \$200/sf psf valuation and \$23.31 mil rate. Recommend TIF.
Storm Water Assessment	\$ 7,776.00	Estimate based on 115,000 SF impervious and \$6.75/mo for 1200 SF of impervious.
Total RE Tax and Stormwater Estimate:		
Estimated Operating Expenses*:	\$ 372,226.00	
* Excluded items listed above and estimates are not deemed to be actual costs. Actual costs to be determined once building is occupied.		
Costs to vary based on how the City decides to administer the property management of the facility. Also, some services may be self-performed by City		
Costs of utilities for HVAC, electricity and water and sewer to be paid by the City based on usage.		
Costs of cleaning to be determined based on scope of services		

Basis of Proposal

We have developed our budget based on parameters outlined in the City of Portland RFP #21041, dated February 25, 2021, along with Addendum No. 1, dated March 2, 2021. We have utilized the RFP for specific building parameters and have chosen to provide a more substantial, hard-walled structure, which can sustain the high traffic expected in this facility. Per the drawings and descriptions provided, we have demonstrated conformance with the current goals. Our approach also recognizes the City of Portland Green Initiative standards now implemented, and we will elaborate on conformance through the following description of these clarifications.

Scope of Work Clarification

A. Design (Structural and MEP's)

1. We have included:
 - a. Design for structural steel, exterior prefabricated bearing wall panels, roof joists, and decking.
 - b. Fire Protection Systems
 - c. Plumbing Systems
 - d. Mechanical and HVAC Systems
 - e. Electrical Power, Lighting Systems and Fire Alarm Systems (With limited Security and Communications)

B. General Conditions and Requirements

1. We recognize necessary management staff during design and preconstruction.
2. Management staff during construction.
3. On-site temporary offices for management staff.
4. Temporary facilities for toilets, power, debris disposal, and required work to manage project construction.
5. City of Portland Building Permit.

C. Special Inspections and Material Testing

1. Special inspection costs for soils, steel, and concrete inspections.
2. Material testing of soil, concrete, steel, and masonry work.

D. Concrete Foundations

1. Concrete building foundations for the perimeter frost walls and footings.
2. Concrete footings for the interior columns.
3. Slab-on-grade, with thickened areas for CMU walls.
4. Perimeter door stoops and landings at the main entrance canopy.
5. All associated sidewalks.

6. Interior equipment and maintenance pads.
7. Exterior equipment pads.
8. Exterior pads for various site amendment buildings.

E. Masonry

1. We have included 6" CMU at all toilet/shower wet and perimeter walls to provide durability and ease of maintenance.
2. CMU walls in the central foyer area separating adjoining office spaces, dormitories, and offices providing fire separation as well as a substantial sound barrier. CMU walls will also provide a durable surface for these high-traffic areas.
3. CMU walls at separation headboards between beds for durability and strength.
4. Metal stud framed walls with GWB in the office areas.
5. Metal stud framed wall with Impact Resistant GWB at high traffic areas and dormitories.

F. Metals (Structural Steel)

1. Our building system includes a pre-fabricated, bearing wall system creating exterior walls with interior, exterior, and insulation value to meet the higher green energy standards. The prefabricated wall provides bearing at the exterior walls, eliminating the need for columns and the costly footings to accommodate them. A simple frost wall system can be utilized for the foundation.
2. The interior columns are topped with structural open web trusses and joists to form the flat, internally drained roof.
3. Metal roof deck tops the open web joists to provide a surface for the roof.
4. The structure includes loading for rooftop-mounted equipment and 30% of roof space for future PV Solar Panels
5. The prefabricated wall panels will be fabricated off-site and be delivered to the project in 10' widths, the full height of the exterior wall. This penalization expedites the erection of the building shell since the panels are pre-finished with an exterior metal siding and pre-insulated.
 - a. The interior of the panels at the exterior walls of the dormitories and cafeteria will be finished in a pre-painted factory-installed siding to provide a durable wall system at these locations.
 - b. Walls at the offices will be prefabricated with sheathing on the exterior to allow for the installation of the air and vapor barrier, insulation, and a brick veneer at the office and front entrance locations.
 - c. The walls also provide an air and vapor barrier within the system.
6. This system provides a substantial structure with durable pre-finished finishes that will be durable and long-lasting.
7. Stairs for the mezzanine locations at the observation platforms on the dormitories.
8. A ladder to access the roof hatch.
9. Misc. metals to provide and support necessary roof openings for roof air handling equipment.

G. Carpentry

1. Necessary wood blocking in walls and roof representative of this type of building.

H. Thermal and Moisture Protection

1. Damproofing at perimeter foundation walls.
2. The roof will be 6" insulation with an EPDM membrane.
3. Air and vapor barrier at the exterior brick walls.
4. Fire stopping.
5. Joint sealing.

I. Doors and Openings

1. Hollow metal frames and pre-finished wood or primed metal doors.
2. Door hardware, with continuous hinges.
3. Coiling grill for kitchen/server area.
4. Aluminum storefront and doors at exterior locations of entrances and cafeteria yard access.
5. 35 card readers, door position switches, 200 credentials, PoE switch, and intercom tie-ins.
6. Windows will be aluminum framed with Low E ½ insulated glass and will be part of the pre-fabricated wall panel system, being delivered to the site within the pre-fabricated panels.
7. Skylight at the main lobby area.
8. Necessary glazing for doors.

J. Finishes

1. Light Gauge Metal Framing and GWB assemblies at the office area and strategic locations in the lobby group rooms and dormitory office areas.
2. Impact-resistant drywall at all areas other than the office walls.
3. Gypsum Wall Board suspended ceilings at the central lobby, toilet and shower areas, and the underside of the mezzanines at the dormitory offices.
4. Mezzanine floors at the dormitory observation platforms will be LGMF with plywood floors and GEB Ceilings at the underside.
5. Ceramic tile walls and floors at the single-use toilet rooms and office area toilet room locations.
6. Sheet vinyl on the kitchen floor with a vinyl base.
7. LVT at mezzanine observation platforms.
8. Tile carpeting at office locations.
9. Polished concrete at the lobby, cafeteria, dormitories toilet cores with a dye to provide a very durable maintenance friendly floor system.
10. Open ceiling spaces to exposed structures have been anticipated at the dormitories, foyer space, and cafeteria (all exposed structure, ductwork, piping, and conduit will be painted to a uniform color.
11. Painting of the CMU will be an epoxy system.

12. Painting of the GWB walls and ceilings will be latex.
13. Door frames and metal doors will receive appropriate paint systems.

K. Specialties

1. Signage for door labeling includes 75 doors for a numbering system.
2. Exterior letter sign for the main entrance.
3. Exterior entrance sign at the main road entry.
4. Toilet compartments and partitions (plastic for durability and maintenance).
5. Toilet Accessories (SS).
6. Fire protection cabinets and fire extinguishers.
7. Plastic lockers for tenant spaces (for durability and strength).
8. Metal lockers for the office area.
9. Benches for the shower room locations.

L. Equipment

1. Allowance for the kitchen equipment (\$200,000).
2. Allowance for the laundry equipment (\$40,000).

M. Furnishings

1. Casework and millwork with countertops for security and general office spaces.
2. Shelving in storage spaces and linen dispensaries.
3. Wood wall caps at dormitory headboard walls.
4. Solid surface window sills.
5. FRP paneled walls in the kitchen.
6. Window shades for window locations.
7. Main entrance Pedi-Mat walk-off mat.
8. Allowance for office furniture, beds, cafeteria furniture, and clinic furniture (\$125,000).

N. Fire Protection

1. Wet pipe sprinkler system distributed throughout the facility.
2. Main valve assemblies and backflow preventer.

O. Plumbing

1. Fixture carriers with wall hung stainless steel lavatories, water closets, and urinals for guest areas.
2. China fixtures at office spaces.
3. Sensor valve fixtures.

4. Janitor sinks.
5. Roof drains and downspouts.
6. Under-slab piping and floor drain with trap primers.
7. Shower stalls.
8. Necessary piping, waste vent piping, roof drain piping, recirculating and tempering valves, commercial laundry connections, wash down hose bibs, exterior hose bibs, gas waste piping, backflow prevention, insulation, and identification necessary for a complete system.
9. Plumbing permit.

P. HVAC Systems

1. Our proposal includes an alternate Mechanical system from that which was outlined in the RFP. The following alternates have been incorporated for a more efficient system considering the following:
 - a. The dormitory and cafeteria/day room areas will be occupied for a high percentage of each day. As each space is a single large zone, it does not allow for exchanging heating or cooling from one area to another.
 - b. The proposed alternate system utilizes high-efficiency heat pump rooftop units for the more open spaces at the cafeteria and dormitory.
 - i. Our proposed system will provide superior circulation, exchanges, and air filtration (especially considering COVID issues) as opposed to a VRF system specified in the RFP.
 - ii. Additionally, this system will accommodate the MERV 13 filter systems to consider COVID issues.
 - iii. These systems also tend to be easier to maintain, especially with less need to access interior spaces for coil and fan maintenance.
 - iv. VRF systems tend to make noise when they switch on and off during operation at the branch selector boxes for VRF systems, so they need to be kept at a distance from sleeping spaces.
 - c. We have utilized the heat recovery VRF system with ERVs in the office area for better individual control.
2. We have also included:
 - a. (6) 20-ton heat recovery VRF rooftop condensers.
 - b. (75) Indoor evaporators.
 - c. (5) 5,000 CFM ERV's.
 - d. Misc. electric heat.
 - e. Ventilation Air VAV's
 - f. Refrigeration piping.
 - g. Condensate piping.
 - h. Attic stock.
 - i. Spare filter allowance.
 - j. Indoor unit supports.
 - k. All sheet metal, duct insulation.

- l. Controls
- m. Rigging, balancing, material handling labor, start-up, warranties, and taxes for a complete operational system.

Q. Electrical

1. Service entrance and utilities including:
 - a. Riser conduits with pull strings, mounting hardware, and fasteners for electrical and communications services to the existing pole indicated in the RFP.
 - b. (2) 5" U.G. conduits and pull strings from the utility pole to transformer pad location indicated in RFP (Estimated 685 LF and includes (2) CMP manholes).
 - c. (4) 4" U.G. conduits with pull strings from the utility pole server room indicated on our plans (communications service if approx. 910 LF, with (3) Quartzite handholds).
 - d. 9'x 9' pre-cast transformer pad to meet CMP requirements (utility transformer to be provided by others).
 - e. CMP CT Metering at the transformer pad location (CMP meter and CT are provided by others).
 - f. 500kva 277/480-volt 3 phase demise generator with 24-hour run bottom-mounted tanks (our GC's include 1,000 Gal off-road diesel for start-up and fill at turn over).
 - g. Pre-Cast generator pad.
 - h. 600 Amp, 277/480-volt 3 phase ATS switch service rated with main utility circuit breaker.
 - i. 600 Amp, 277/480-volt 3 phase main lug only electrical panel.
 - j. 100 Amp 227/480-volt 3 phase main lug only electrical panel.
 - k. 30, 45 & 75 kva 120/208-volt 3 phase main circuit transformers.
 - l. 100 & 150 Amp, 120/208-volt 3 phase main circuit breaker electrical panels.
 - m. 200 Amp, 250-Volt 3 phase fuse disconnect on the load side of the 75 kVa transformer, located in the electrical room near the kitchen.
 - n. 200 Amp, 120/208 volt 3 phase main lug only electrical panel in the kitchen for the equipment electrical requirements.
 - o. Grounding required by code
2. Interior Lighting
 - a. High output LED flat panel lighting in the cafeteria and men's and women's dormitories.
 - b. 2' x 4' LED flat panel troffers in the kitchen.
 - c. 2' x 2' LED flat panel troffer in the remainder of the rooms and offices.
 - d. LED dual head emergency lights to meet safety code.
 - e. LED exit signs to meet safety code.
 - f. System stand-alone lighting controls.
 - g. Dimer and switches as required.
3. Exterior Lighting
 - a. LED building wall packs around the perimeter of the building.

- b. (13) LED site poles lights with 20 ft. poles.
 - c. Lighting contactor, time clock, and photocell for exterior lighting controls.
 - d. U.G. conduit and wiring for exterior pole lights and sign.
 - e. (13) pre-cast light pole bases.
- 4. General Power
 - a. Tamper-resistant duplex receptacles in the cafeteria and dormitories.
 - b. Tamper-resistant GFCI receptacle in the cafeteria and dormitories.
 - c. Tamper-resistant USB duplex receptacles in the dormitories next to beds.
 - d. Hospital-grade duplex receptacles in GFCI receptacles in the exam rooms and lab.
 - e. Duplex receptacles and GFCI receptacles in the remaining areas per code.
 - f. Quad receptacles in the offices and (3) quad receptacles in the server room.
 - g. GFCI receptacles on the building and the mechanical spaces.
 - h. GFCI receptacles for aching machines.
 - i. 30 amp receptacles for the dryers.
 - j. Floor box receptacles with data in the meeting rooms.
- 5. Mechanical Equipment
 - a. Power wiring and means of disconnect for:
 - i. All mechanical rooftop equipment.
 - ii. Fan units.
 - iii. Electric supplemental heat.
 - iv. Hot water heaters.
 - v. Exhaust fans.
- 6. Kitchen Equipment
 - a. Hook up of equipment associated with allowances:
 - i. All kitchen equipment controls to be part of the equipment package.
- 7. Telephone and Data
 - a. Conduit stubs back boxes, mud rings, cables, jack, and faceplates for voice and data locations.
 - b. Back boxes, mud rings, cables, jack, and faceplates for wireless access points.
 - c. Back boxes, mud rings, cables, jack, and faceplates for CATV points.
 - d. (2) 4-post data rack with cable wire manager racks in the server room.
 - e. Testing of voice and data cables at the completion of the project.
 - f. We have excluded:
 - i. All cable tray.
 - ii. Wi-Fi devices.
 - iii. TV's.
 - iv. Routers.

- v. UPS devices.
 - vi. Hubs.
 - vii. All associated equipment required for the complete system (To be provided by others).
- 8. Fire Alarm / Security / Paging
 - a. Complete addressable fire alarm system.
 - b. Fire alarm devices.
 - c. Knox Box at the main entrance.
 - d. Testing and certification of the fire alarm system.
 - e. Conduit stubs, back boxes mud rings, and pull string for security system.
 - f. Conduit stubs, back boxes mud rings, jacks, and cabling for paging speakers.
 - g. Ceiling mounted speakers in common areas and wall speakers in dormitories.
 - h. Paging system to tie into the phone system.
 - i. We have excluded the security, card access, CCTV systems, devices cabling, installation, terminations, testing, certification, and associated equipment (provided by others).
- 9. Temporary Power
 - a. Temporary power, lighting from temporary electrical service pole.
 - b. High-bay lighting in dormitories and cafeteria.
 - c. 100-watt incandescent bulbs with cages for every 250 SF.
 - d. GFCI protected receptacles in the work area.

R. Site Work, Utilities, and Improvements

1. Our proposal includes ground Improvements for the foundation support utilizing Rammed Aggregate Piers (based on soil conditions, this is a requirement identified by the geotechnical engineer).
 - a. A load transfer platform consisting of 12" compacted crushed stone underlain with filter fabric at the perimeter footings.
 - b. 24" of compacted structural fill will be required for the floor slab area that does not require piers.
2. The site includes necessary general conditions to execute the work.
3. Erosion and sediment control and maintenance of the same.
4. Street sweeping and dust control during construction.
5. Traffic control necessary for utility work and tie-ins.
6. Demolition of existing pavements as well as clearing and grubbing.
7. Stripping and stockpiling of topsoil (assume to be an allowance at \$40,000).
8. Site cuts and fills to attain subgrade.
 - a. The existing soil conditions and disposal of such material to a licensed off-site facility could lead to a costly disposal value of greater than \$1.10M dollars. We have anticipated the ability to raise the building elevation and grade of the site such that conditions of cut/fills will be considered balanced, thus avoiding and

eliminating waste oil removal. We have predicated our proposal on the ability to create a balanced site and have not included off-site disposal.

9. Building excavation and backfill.
10. 2" rigid insulation at perimeter foundations 4' vertical and 2' horizontal, below the slabs.
11. Fine grading floor slabs.
12. Sched. 40 PVD Radon piping in the stone layer below the slab.
13. Road subgrades with 12" MDOT Type D and 3" MDOT Type A gravels.
 - a. Pavement areas include 2.5" HMA and 1.5" HMA as well as tack coats.
14. Utility Trench Areas include 18" MDOT Type D and 6" MDOT Type A gravels.
 - a. Pavement areas include 4" HMA and 2" HMA as well as tack coats.
15. Gravel drives.
16. Concrete sidewalks.
17. Trail connection.
18. Concrete pads.
19. Stromata ponds.
20. Loam and seed.
21. Planting beds, rip rap apron, and drip strip.
22. Drainage systems.
23. Water systems.
24. Sewer systems.
25. U.G. electrical system trenching.
26. Fencing.
27. Curbing.
28. Site improvements.

General Exclusions

The following is excluded from our proposal:

1. Escalation for materials, labor, and equipment.
2. Winter conditions or protection costs of any kind.
3. The exterior trash compactor (see original RFP).
4. Continuous on-site resident architect or engineer for the duration of any pre-occupancy period (see Administration section of original RFP).
5. All furniture outside of the listed allowance value.
6. All ledge removal.

Allowances

The following allowances are carried within our proposal:

Strip & Stockpile Loam on Site	\$ 40,000
Entrance Sign	\$ 15,000
Landscaping (Plantings)	\$ 54,500
Site Benches	\$ 10,000
Bike Racks	\$ 2,000
Bus Shelter	\$ 10,000
Smoking Hut	\$ 12,500
Furniture Allowance	\$ 125,000
Laundry Machine Allowance	\$ 40,000
Kitchen Equipment	\$ 200,000

Total Development Costs (TDC) Budget
Homeless Service Center • April 27, 2021



#	Description	Value
	Hard Costs	
1	Construction & Site Work	\$17,380,000
2	Additional Furniture	\$200,000
	Subtotal – Construction Costs	\$17,580,000
	Soft Costs	
3	Architectural/Civil	\$564,000
4	Insurance	\$50,000
5	Landscape Architect	\$20,000
6	Testing/Special Inspections	\$25,000
7	Survey	\$10,000
8	Accounting	\$10,000
9	CMP/Fairpoint	\$30,000
10	Permitting/Inspections - City	\$65,000
11	Legal	\$50,000
12	Construction Taxes	\$30,000
13	Miscellaneous/Overhead	\$15,000
14	Soft Cost Contingency	\$50,000
15	Construction Lender Inspections	\$7,500
16	Loan Fees/Closing Costs	\$110,000
17	Construction Interest	\$359,835
18	Developer Fee	\$250,000
	Subtotal – Soft Costs	\$1,646,335
	Total	\$19,226,335

PROPOSAL FORM

City Homeless Service Center Project
- Request for Developer/Owner

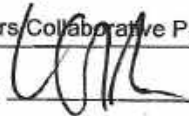
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from. (**other than as noted; see note below)

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: 1

COMPANY NAME: Developers Collaborative Predevelopment LLC

AUTHORIZED SIGNATURE: 

DATE: 4/23/21

PRINT NAME & TITLE: Kevin Bunker, Manager

ADDRESS: 100 Commercial St. Suite 414, Portland, ME 04101

E-MAIL ADDRESS: bunker.kevin@gmail.com

PHONE NUMBER: 207-766-1632 FAX NUMBER: n/a

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
LLC

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 27-1402705

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

***Kevin Bunker and Drew Sigfridson intend to form a new single-purpose real estate LLC to serve as long-term developer/owner

4. Appendix: Additional Experience



Scarborough Downs Master Plan & Town Center

Scarborough Downs is the largest master plan currently being implemented in the state of Maine—located fifteen minutes south of Portland and proximate to the highly desirable Higgins Beach. The project includes various public spaces and parks, a trail system, transit-oriented development, a mixed-use town center, stormwater treatment, and a signage plan.





Cumberland Multi-Gen Neighborhood

ALA collaborated with Kevin Bunker of Developers Collaborative on a multi-generational community located in Cumberland. The proposal included walkable street, various home typologies, a community garden, and a community center “barn” with village cafe and micro co-op. The proposed concept won unanimous council/staff selection in a competitive process.





Living Learning Center

Completed in the summer of 2012, this mixed-use facility combining student residences and classroom space for experiential learning is the first of its kind on campus and is intended to reflect the University's renewed commitment to experiential education and student life. The 65,000 SF facility includes residential suites for 250 students on the upper 4 floors and ground floor classroom and faculty office space.

The building is constructed of long-span precast concrete plank floors supported on a steel frame, which allowed for a completely column-free interior and total flexibility for the layout of spaces. The exterior walls are constructed of shop-fabricated panels that were delivered to the site and attached to the steel frame.

The building has many features to enhance sustainability and energy efficiency including low flow plumbing fixtures, waste water heat recapturing, solar domestic hot water system, lighting daylight sensors and high efficiency HVAC systems. The project has been awarded LEED Gold Certification by the USGBC.





Family Center & Offices

This project combines the renovation of a former dairy barn with a new 28,000 SF addition to create a family center and office space for a local social services agency. The barn has been converted into a Family Center that houses meeting rooms, training facilities, a resource library, and multi-purpose community spaces. The facility will support delivery of family-based services such as counseling, supervised visitations for foster children, and family mediations, while providing access to training and resource materials.

The new addition, housing office space and support facilities for a staff of 75, is linked to the barn by a two-story connector that overlooks an exterior courtyard formed between the two wings with easterly views of Long Creek and the City of Portland.

The office wing is sited and designed to maximize the use of natural day lighting and ventilation. The 60' x 170' plan is organized with hard-walled spaces located along the north, east and west leaving the long, south facing facade exposed to the major open office area.





Boys & Girls Clubs of Kennebec Valley

This new Boys & Girls Clubhouse, scheduled to break ground in April 2021, includes new instructional and daycare space, multi-purpose room, cafeteria, and kitchen as well as administrative office space, a teen center, and extensive outdoor play areas and soccer field.

The new building will be built on the same site as the current club and located on an existing soccer field. This allows the club to continue to operate in its existing facility until the new building is complete. Once the new club is operational, the old club will be demolished and a new soccer field built in its place.



Pearl Place Apartments

Location: Portland, Maine
Units: 66 Units
Completed: 2008



Crescent Heights Apartments

Location: Portland, Maine
Units: 44 Beds
Completed: 2010



Unity Village Apartments

Location: Portland, Maine
Units: 33 Units
Completed: 2001



Maine Avenue Building

Maine Avenue LLC, a partnership of Cianbro Development Corporation and Cross Financial Corporation, redeveloped this 45,000 SF building, originally constructed in 1993, and leased the space to the Maine Department of Health and Human Services (DHHS) in 2019. The work consisted of renovating the building, formerly a data center for Bangor Savings Bank, to use as office space meeting DHHS program requirements. Cianbro Corporation performed the construction work on a fast-track schedule in four and half months. This was during the short window of time between the date Bangor Savings bank vacated the Maine Avenue Building and moved into a new 116,500 SF headquarters building Cianbro had just constructed and the date by which DHHS was required to vacate its previous location. Cianbro's team completed building system upgrades, ADA requirements, firewall separations, and other work necessary to meet then-current building code requirements.





Senior Living Center

Cianbro is serving as Construction Manager for a new 180,000 SF senior living complex with 138 residential rooms on a 12-acre campus. The complex consists of three separate two-story buildings (Assisted Living & Transitional Care, Long-Term Care, and Memory Care) connected to a central Community Center. The buildings are conventional steel-framed structures finished with Hardie board siding, cultured stone base accents, and TPO roofing. The living spaces are laid out as clusters of private rooms around a living room, dining room, den, and kitchen. Amenities include patio areas and outdoor space, a rehabilitation pool, gym, multipurpose room, and a village center with retail and personal care outlets. Resident care features include a wander-guard system, nurse call system, and patient lifts.





Sebasticook Valley Hospital

Cianbro managed the construction and rehabilitation of an existing hospital that remained 100% operational during construction. This included 12,000 SF of renovations and 7,800 SF of new construction. Our team provided constructability reviews during the design phase of the project to manage cost and project objectives. We constructed two new intensive care units with adjacent recovery rooms, new nurses' facilities, x-ray rooms, two operating rooms, patient rooms, laboratories, and common areas. As part of the renovations, Cianbro also installed new medical gas and electrical infrastructure.





Facility Additions, Renovations, & Central Utility Plant

The Cianbro | Brasfield & Gorrie team managed the preconstruction process and worked collaboratively with the architect and engineers to ensure a viable project through the schematic design, design development, and finishing with the construction documents/guaranteed maximum price (GMP) estimate. The team managed the entire construction phase as well for this new 25,000 SF patient wing and support area. The project included 6,140 SF of phased renovations with upgrades to existing patient areas. A new central utility plant provides facility support services areas, 25 new patient rooms (each with a full private bathroom), and shell space for future kitchen and dining area. The team also coordinated the phased tie-in of new utility services for new and existing power requirements along with fire protection needs.





Dining Hall Renovations & Addition

Cianbro renovated an existing dining facility and constructed a 12,000 SF addition on the Maine Central Institute (MCI) campus. The team managed the overall design and construction, which included demolishing existing exterior walls, placing cast-in-place concrete foundations and slabs, erecting the steel-framed structure, insulating the foundation, installing all pre-manufactured wall panels and trusses. Cianbro performed interior and exterior carpentry and installed all ice and water shields and shingles, roofing, electrical and data cabling. An 800-amp electrical service entrance was upgraded. Cianbro installed architectural landscaping blocks, and fabricated and supplied the steel beams, columns, and patio hand rails.





100 Fore Street

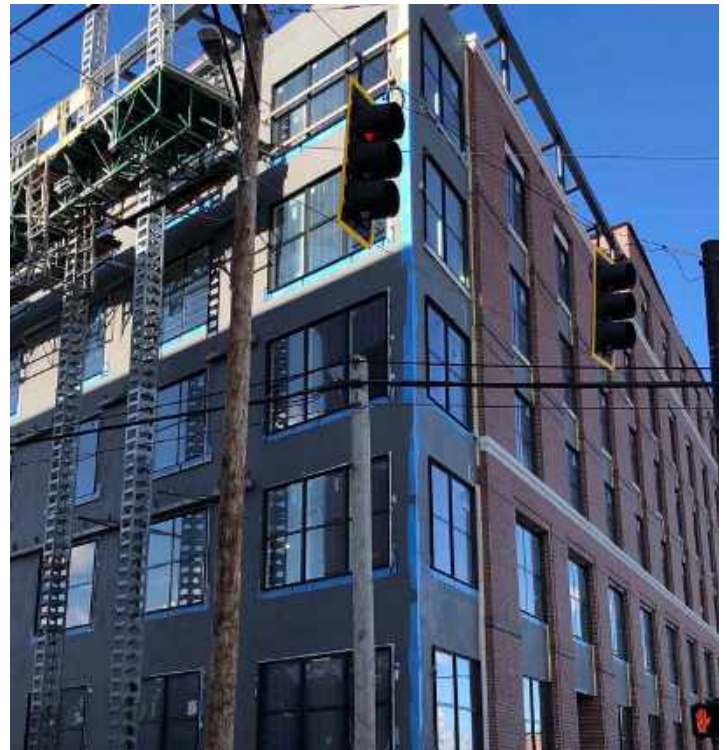
Cianbro served as Construction Manager for a new 116,000 SF, four-story mixed-use world headquarters, with a 19,000 SF roof deck overlooking Casco Bay for WEX Inc., a rapidly expanding provider of payment processing and information management services. The project encompassed H-piles, 5,000 SF of retail space, utility relocations, structural steel erection, concrete foundations, exterior sheathing (curtain wall systems), gym, cafe, bike storage, roof patio, and the MEP infrastructure to drive it all.





Canopy Hotel

Cianbro is overseeing the ground-up construction of Fathom Companies' new six-story, 105,000 SF hotel in the historic Old Port neighborhood of downtown Portland, ME. In addition to 135 guest rooms, the hotel will feature a fifth-floor restaurant and retail space as well as an indoor/outdoor rooftop restaurant and bar overlooking Casco Bay. Additionally, the hotel will include a range of meeting and function space. The design features high-end finishes throughout the new facility, including millwork, flooring, furnishings, and lighting, plus brick exterior with decorative black-framed glazing. As the construction is taking place at a major intersection, logistics and site control have been paramount to the ongoing project's success.





Office Building & Pedestal Parking Garage

Cianbro is managing the construction of a five-story, 276,564 SF pedestal garage comprising 84,000 SF of office space covering two stories above three levels of structured parking for up to 518 vehicles. The team is responsible for demolishing the existing building, performing excavations for the new building foundations in soil classified as “urban fill”, installing 415 LF of sheet pile and 1,400 stone aggregate piles, installing spread footings and foundation walls, and erecting 1,500 tons of structural steel, placing 535 pieces of precast concrete planks for the elevated parking level, installing 2,000 LF of curtain wall system to encompass the office levels of the overall building.



Developers Collaborative

developerscollaborative.com | 207.766.1632





FD | STONEWATER

Response to RFP #21041

City of Portland, Maine

Request for Proposals from Developers
to Lease to the City a Homeless Service Center
at 654 Riverside Street



April 27, 2021

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CITY OF PORTLAND

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Request for Proposals from Developers to Lease to the City a Homeless Service Center at 654 Riverside Street

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Cover Letter

April 27, 2021

Karen C. Marston
Assistant Purchasing Manager
City of Portland, Purchasing
389 Congress Street
Portland, ME 04101

RE: Request for Proposals (RFP #21041) -- Own and lease to the City of Portland Maine a Homeless Service Center located at 654 Riverside Street

Dear Ms. Marston:

FD Stonewater is pleased to submit this Proposal in response to the City of Portland's Request for Proposals from developers to own and lease to the City a Homeless Service Center located at 654 Riverside Street.

Our primary goal is to deliver a high-quality Homeless Service Center that meets the distinct needs of the City of Portland at a cost that is within budget, and our relevant experience designing analogous facilities for federal, state, and municipal government tenants makes us confident that we are the most qualified team to achieve this goal.

FD Stonewater has assembled the strongest possible team for all aspects of this project – a team with an extensive and demonstrated resume of successful projects for government clients in Portland and across the country. Our team is always prepared to meet any challenges that may arise on a project -- from initial approvals and community engagement, to design and construction, and throughout the duration of the project. This team has been specifically tailored to deliver a top-quality facility that will provide the highest value to the City of Portland, and we believe that you will find that we are uniquely positioned to deliver a successful project that is customized to the requirements and specifications defined within the advertisement. Our team is comprised of FD Stonewater (Developer), DLR Group (Programming and Architectural Design), SMRT (Programming and Architectural Design), Landry French (Construction Management), Gorrill Palmer (Civil Engineering), Summit Geoengineering Services (Geotechnical Engineering), Haley Ward (Environmental Engineering), and Boulos Asset Management (Property Management).

Members of this team have worked together on numerous past projects to deliver attractive build-to-suit facilities in support of functions comparable to this requirement, including facilities with similar stated purposes and needs. We are confident in our team's ability to design, develop, and deliver a new Homeless Service Center that will support the functional and mission requirements of the City of Portland in the most cost-effective manner.

FD Stonewater's development track record includes developing, owning, and operating spaces where a wide variety of government missions are carried out. FD Stonewater leverages its integrated real estate services platform to create a powerful, collaborative approach with an experienced team well-versed in federal, state, and municipal government development, construction management, and project financing.

We currently have several government projects underway, including a 70,000 square foot Community-Based Outpatient Clinic (CBOC) for the U.S. Department of Veterans Affairs in Portland, ME; a 45,000 square foot training facility for the Pennsylvania State Police force in Skippack, PA; a 45,000 square foot development for the Borough of Somerville Emergency Services Complex in Somerville, NJ; and a 125,000 square foot Government Complex for New Hanover County in Wilmington, NC.

FD | STONEWATER

Recently completed projects include the 100,000 square foot headquarters for the State of Maine Department of Health and Human Services (DHHS) in Augusta, ME; the 25,000 square foot Maine Public Employee Retirement System (MainePERS) office facility in Augusta, ME; the 20,000 square foot Bright Beginnings Early Childhood Education and Homeless Services Center located in Washington, DC; and the 160,000 square foot U.S. Coast Guard Sector Air Station in Corpus Christi, TX.

The FD Stonewater team also brings the strongest financial capacity to ensure the successful completion of the project. Our team has a long track record of executing creative and successful financing strategies with optimal terms and pricing for our tenants. Through the formation of well-organized and focused offerings distributed to a defined group of prospective lenders and investors – including banks, institutional investors, alternative asset funds, and high-net-worth individuals – our proposed financing structures will inevitably result in the lowest cost of capital available to invest in the project.

Along the way, you will find our team to be fair and highly collaborative. We are extremely confident in our team's abilities, and we invite you to dig deep into our credentials, our past performance, financial capabilities, and long track record of success. You will discover a team that has delivered analogous projects on-time and on-budget, always with honesty and integrity.

We greatly appreciate the opportunity to present you with this RFP response and we thank you for your time and consideration. Please feel free to contact us if you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Claiborne Williams".

Claiborne Williams

FD Stonewater

(202) 669-8142

PROPOSAL FORM

City Homeless Service Center Project
– Request for Developer/Owner

** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: RFP #21041 Addendum No. 1

COMPANY NAME: FD Stonewater LLC

AUTHORIZED SIGNATURE: 

DATE: 04/26/2021

PRINT NAME & TITLE: Claiborne Williams, Principal, FD Stonewater

ADDRESS: 1001 19th Street N, Suite 1401, Arlington, VA 22209

E-MAIL ADDRESS: cwilliams@fdstonewater.com

PHONE NUMBER: 202-669-8142 FAX NUMBER: 914-470-4011

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
Partnership

STATE OF INCORPORATION, IF APPLICABLE: Delaware

FEDERAL TAX IDENTIFICATION NUMBER (Required): #45-1620060

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

CITY OF PORTLAND, MAINE

**Request for Proposals from Developers to Lease to the City a Homeless Service Center at
654 Riverside Street:
RFP #21041**

Current Date: March 2, 2021

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

**ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY
ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF
THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.**

**KAREN MARSTON
ASSISTANT PURCHASING MANAGER**

Please note that the attached documents have been added to the Document Center located on the City of Portland's website and can be accessed via the following link located on page 10 of the original RFP document.

<https://portlandmaine.gov/DocumentCenter/Index/85>

Receipt of **Addendum No. 1** to the City of Portland's **RFP #21041: Request for Proposals from Developers to Lease to the City a Homeless Service Center at 654 Riverside Street** is hereby acknowledged.

COMPANY: FD Stonewater, LLC

NAME: Claiborne Williams

SIGNED BY:  DATE: 4/27/2021

PRINT NAME & TITLE: Claiborne Williams, Principal

ADDRESS: 1001 N. 19th Street, Suite 1401

Arlington, VA

22209

Zip Code

SECTION 1

| DEVELOPMENT TEAM INFORMATION

Development Team Information

DEVELOPMENT TEAM OVERVIEW

FD Stonewater has assembled the strongest possible team for all aspects of this project – a team with an extensive and demonstrated resume of successful development projects across the country. Our primary goal is to deliver a high-quality Homeless Service Center that meets the distinct needs of the City of Portland at a cost that is within budget, and our relevant experience designing analogous facilities for federal, state, and municipal government tenants makes us confident that we are the most qualified team to achieve this goal. This team has been specifically tailored to deliver top-quality facilities that will improve the services and resources available to individuals and families experiencing homelessness in the City of Portland.

This team is uniquely positioned to deliver a successful project that is customized to the requirements and specifications defined within the RFP.

RESPONDENT/DEVELOPER CONTACT INFORMATION

FD STONEWATER | Developer

Claiborne Williams, Principal

202-669-8142, cwilliams@fdstonewater.com

DEVELOPMENT TEAM

DLR GROUP | Architectural Design

SMRT | Architectural Design

LANDRY/FRENCH CONSTRUCTION | Construction Manager

GORRILL PALMER | Civil Engineering

HALEY WARD | Engineering and Environmental

SUMMIT GEOENGINEERING | Geoengineering

Please refer to the following development organizational charts, team overviews, and key personnel bios.

Organizational Chart



RESPONDENT

FD | STONEWATER

CLAIBORNE WILLIAMS
Principal
Development and Construction Management



BRIAN BROOKS
Director of
Property Management

DESIGN AND CONSTRUCTION TEAM



JEFFREY PURTELL
Senior Associate

MARAYCA LOPEZ
Associate,
Programming Lead

MATTHEW DAVITT
Senior Associate,
Design Review



GRAHAM VICKERS
Principal-in-Charge

JESSICA JOHNSON
Project Manager

KATE EVERETT
Mechanical Engineer

KERRY DINEEN
Fire Protection Engineer

WILLIAM HEIL
Electrical Engineer

LURA WADE
IT / Telecom

PETER RAND
Structural Engineer

JEANA STEWART
Interior Designer



MASON ROWELL
Director, Pre-Construction

RYAN LANDRY
Project Manager

CHUCK POLLOCK
Senior Superintendent



STEPHEN BUSHEY
Project Manager

KALEB BOURASSA
Lead Design Engineer

RANDY DUNTON
Traffic Manager



JACALYN GORCZYNSKI
Project Manager,
Senior Geologist



WILLIAM PETERLEIN
President, Principal
Engineer

COLIN PLANTE
Geotechnical Engineer



Integrated platform. National capabilities.

FD Stonewater is a vertically-integrated, full-service real estate platform with national capabilities in development, investment, and brokerage. Collectively, the firm's principals have been involved in more than \$10 billion of investments and acquisitions, more than \$800 million in development, and over 45 million square feet of lease transactions across the country.

FD Stonewater has set the standard for full-service capabilities operating within the real estate business. The firm's seasoned team of development, investment, and brokerage professionals offers invaluable perspectives on real estate processes and protocols, as we continue to solve for the most complex and nuanced real estate challenges. We are entrenched in this business and have built a true competitive advantage through our broad and varied experience over the past three decades.

Our development team brings an exceptional understanding of the development, construction management, and financing strategies necessary to navigate and deliver complex projects for a variety of tenants. FD Stonewater and its affiliates have delivered more than 25 long-term leased build-to-suit projects that often include highly specialized components for government, educational, and medical facilities.

LOCAL EXPERIENCE IN THE STATE OF MAINE

FD Stonewater has completed 125,000 SF of build-to-suit development in the State of Maine. The firm is developing the 70,000 SF U.S. Department of Veterans Affairs Outpatient Clinic in Portland, ME, slated to deliver by the end of 2021.

FIRM NAME

FD Stonewater

CONTACT PERSON / EMAIL

Claiborne Williams
Principal
(202) 669-8142
cwilliams@fdstonewater.com

ADDRESS / PHONE / WEB

www.fdstonewater.com

DC Metro Area (Headquarters)
1001 19th Street N
Arlington, VA 22209
(703) 537-7650

West Coast
11601 Wilshire Blvd
Los Angeles, CA 90025
(213) 600-4310

COMPANY SIZE

Headquarters: Arlington, VA
West Coast: Los Angeles, CA
38 employees

SELECT RELEVANT EXPERIENCE

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Portland, ME

State of Maine, Department of
Health and Human Services /
MainePERS
Augusta, ME

Bright Beginnings Early Childhood
Education and Homeless Service
Center
Washington, DC

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Charlotte Hall, MD

U.S. Coast Guard Sector Air Station
Corpus Christi, TX

Somerville Emergency Services
Somerville, NJ

New Hanover County Government
Wilmington, NC



Elevating the human experience through design.

DLR Group is a global integrated design firm providing architecture, engineering, planning, and interior design services. Our promise is to elevate the human experience through design. This is the driving force behind our work, especially in the public realm where built environments can have far-reaching effects – not only on their direct users but also on the community at large. Your facility must be able to respond to a range of needs from your community.

We are 100 percent employee-owned: every employee is literally invested in our clients' success. At the core of our firm are interdisciplinary employee-owner teams, engaged with all project life-cycle stakeholders. These teams champion true collaboration, open information sharing, share risk and reward, value-based decision making, and proficient use of technology to elevate design.

HOMELESS CENTERS, TEMPORARY HOUSING, AND AFFORDABLE HOUSING DESIGN

Homeless centers, temporary housing and affordable housing are a growing need in the U.S., and around the globe. DLR Group brings a keen understanding of the needs and drivers of public entities and developers, experience navigating local and state planning and code requirements, and the ability to express the personality of neighborhoods and communities at the micro level. We successfully deliver temporary housing, affordable housing, high-rise, high-density housing for sale, for rent, and for student, veterans, and senior housing to a variety of clients, specific to their program needs.

With more than 500+ civic projects completed, our team is well-versed in designing and constructing public facility renovations, modernizations, additions, and new constructions that are progressive, functional, flexible, and cost-effective, while employing fast-track methods of delivery.

FIRM NAME
 DLR Group

CONTACT PERSON / EMAIL
 Jeffrey Purtell, Assoc. DBIA
 Senior Associate
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 jpurtell@dlrgroup.com
 www.dlrgroup.com

SERVICES
 Architecture
 Energy Services
 Engineering
 Experiential Graphic Design
 Interiors
 ITDG - Innovative Technology
 Design Group
 Laboratory Planning
 Landscape Architecture
 Master Planning
 Programming
 Sustainability Consulting

SELECT RELEVANT EXPERIENCE
 Path Safehaven Roy's Desert
 Resource and Homeless Center
 County of Riverside, CA

DGS Ward 8 Community-Based
 Short Term Supportive Housing
 Washington, DC

John & Jill Ker Conway Homeless
 Veterans Residence
 Washington, DC

23 & Union Midtown Public Square
 Affordable Housing
 Seattle, WA

Parkview Terraces Affordable
 Senior Residences
 San Francisco, CA

Marlow Affordable Housing
 San Francisco, CA

Adams County Health and Human
 Services Center
 Westminster, CO



Effecting positive change through design.

.SMRT's Portland, Maine, roots go back to 1884, when John Calvin Stevens established his one-man architectural design firm. Over the next 135 years, the firm would evolve to become a multi-disciplinary industry leader, with over 120 employees providing specialty experience in Justice and Civic, Government, Health and Wellness, Workplace, and Education design.

SAFE, SECURE REHABILITATIVE ENVIRONMENTS

SMRT is nationally recognized for the innovative design of safe, functional, durable and efficient facilities including transitional housing for correctional systems and mental/behavioral healthcare facilities. We provide needs assessments, feasibility studies, programming, and design services.

IMPROVING QUALITY AND SAFETY WITH THOUGHTFUL DESIGN

We design evidence-based rehabilitative environments that promote healing and support the well-being of residents. Creating safe, secure, healing environments for residents and staff is SMRT's first objective in behavioral health design. The needs of this population are often under met, both in terms of quality of existing space and quantity of beds available. Whenever we have the opportunity to improve the environment of care for these residents, we know that we are making a difference in their lives and the lives of the families and staff who care for them. Facilities servicing society's most vulnerable populations fall in the center of SMRT's mission and specialty expertise. Projects like the Portland Homeless Shelter combine our deep experience in transitional housing, trauma informed environments, municipal buildings, and the intricate design of healthcare and behavioral health spaces.

FIRM NAME

SMRT Inc.

CONTACT PERSON / EMAIL

Graham Vickers, AIA
Principal-in-Charge
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SERVICES

Architecture
Alternative Delivery Methods
Energy + Commissioning
Engineering
Interiors
Master Planning
Site
Sustainability + Resilience

SELECT RELEVANT EXPERIENCE

Maine Department of Corrections,
Women's Reentry Center
Windham, ME

Maine Correctional Center, Campus
Reconstruction
Windham, ME

Downeast Reentry Center
Machiasport, ME

WEX Corporate Headquarters
Portland, ME

Western Maine Health Medical
Office Building
Norway, ME

University of Southern Maine
Residence Hall and Student
Success Center
Portland, ME

Unity College Residence Halls and
Office Building
Unity, ME

MaineGeneral Medical Center,
Alfond Center for Health
Augusta, ME



Outstanding quality. Unwaivering commitment to customer service.

Landry/French Construction is one of the region's leading construction management companies offering full commercial construction services from pre-construction through project completion. Our experience is diverse and includes housing, non-profit, municipal, commercial/corporate, laboratory, healthcare, industrial and manufacturing, municipal, education, financial, and retail projects.

With decades of experience, founders Denis Landry and Kevin French set out to create a company built on trust, transparency, and long-term relationships. Those values and a strong company culture led to the company's quick rise to one of the fastest-growing and most respected builders in Maine and Northern New England. Landry/French is a company that prides itself in being innovative, thinking differently and challenging the status quo.

We also credit our success to investing in the industry's top talent, many of whom have come to Landry/French from regional and national construction firms. Our team of 56 professionals includes a preconstruction, planning and estimating team; project managers; superintendents; mechanical coordinator; dedicated safety personnel; and tradesmen.

CONSTRUCTION MANAGEMENT

From the early planning phase to construction and post construction, we offer a full range of construction management services to ensure your project is built as you envisioned.

FIRM NAME

Landry/French Construction

CONTACT PERSON / EMAIL

Kevin French
Chief Executive Officer
(207) 303-3102
kfrench@landryfrenchconstruction.com
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AWARDS/RECOGNITION

2020 Engineering News Record (ENR)
New England Top Contractors

2020 Associated Builders and Contractors
Accredited Quality Contractor

2020-2015 Best Places to Work in Maine

2019, 2016, 2015 AGC Build Maine Awards

SELECT RELEVANT EXPERIENCE

Maine Department of Corrections,
Women's Reentry Center
Windham, ME

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Portland, ME

State of Maine, Department of Health and Human Services
South Portland, ME

State of Maine, Department of Health and Human Services / MainePERS
Augusta, ME

Community Counseling Center
Portland, ME

MaineHousing
Augusta, ME

Town of Scarborough Public Safety Building
Scarborough, ME



Integrated land development, municipal, and transportation consulting services.

Gorrill Palmer is an integrated land development, municipal, and transportation consulting engineering firm. With an experienced, highly qualified team and a relationship-driven service approach, Gorrill Palmer delivers measurable results to our clients. We have been providing quality professional service to clients throughout New England since establishment in 1998. We view clients' interests as our own and our goal is to be a trusted and seamless extension of the development team, which we believe will lead to success for our clients and the community at large. Our commitment to doing things right is evident in everything we do, from professional excellence in our project work to taking responsibility for projects within our communities. We focus on delivering comprehensive services, recognizing that true value is measured in adaptability to need, breadth, and quality of service delivery.

SITE PLANNING AND PERMITTING WITH THE CITY OF PORTLAND

We have excellent working relationships with regulatory agencies throughout Maine and these relationships help us to create an effective approach to securing regulatory approvals. Gorrill Palmer is very familiar with the City of Portland's permitting requirements and process having assisted local developers on dozens of projects, small and large, over the past decade and beyond. Our office has established a very good working relationship with City staff which we believe provides us with a better understanding of what the Planning Authority requires to streamline permitting within the City.

FIRM NAME

Gorrill Palmer Consulting Engineers

CONTACT PERSON / EMAIL

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SERVICES

Land development
Transportation design
Municipal engineering
Land use permitting
Project management

SELECT RELEVANT EXPERIENCE

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Portland, ME

State of Maine, Department of Health
and Human Services
South Portland, ME

State of Maine, Department of Health
and Human Services / MainePERS
Augusta, ME

Riverside Street Area Projects
1039 Riverside Street
636 Riverside Street
Riverside Street Sanitary Sewer
Portland, ME

WEX Corporate Headquarters
Portland, ME

Thompson's Point Site
Portland, ME

Nathan Clifford Residences
Portland, ME

Portland Square
Portland, ME

Unity Village at Bayside
Portland, ME



Delivering client-based engineering, environmental, and surveying solutions.

Haley Ward is a 100% employee-owned technical consulting firm offering a wide range of engineering, architectural, environmental and surveying services focused upon delivering client-based solutions. Founded as CES, Inc. of Brewer, Maine, our company evolved into Haley Ward in 2020 to better represent our increasing size, reach, and service portfolio. Haley Ward is headquartered in Bangor, ME, with branch offices located in the communities of Lewiston, Machias, Presque Isle, Waterville and Saco, as well as Fort Myers, FL, and Maynard, MA.

OPTIMAL SOLUTIONS BUILT ON VALUE, QUALITY, AND PROMPTNESS

While our name has changed, our commitment to our clients has not. By listening attentively to clients' needs and working collaboratively, Haley Ward delivers optimal solutions built on value, quality, promptness, and teamwork. Functioning as a team within our organization, with our subcontractors, and most importantly with our clients, promotes effective communication and results in the delivery of a cost-efficient project that is customized to fit your needs.

At Haley Ward, we value accountability and collaboration. These values drive us to provide every client with quality service that meets, and often exceeds, their expectations, and is one of the reasons clients routinely return to us for help. Haley Ward retains clients through our technical ability and years of experience solving problems across a wide spectrum of complexity.

FIRM NAME

Haley Ward, Inc.

CONTACT PERSON / EMAIL

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Project Manager
Senior Project Geologist
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SERVICES

Civil Engineering
Environmental Engineering
Electrical Engineering
Structural Engineering
Mechanical Engineering
Architecture
Environmental Sciences
Environmental Compliance
Environmental Investigation
Natural Resources
Industrial Hygiene
Land and Construction Surveying
GIS Consulting
Drone Services

SELECT RELEVANT EXPERIENCE

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Portland, ME

State of Maine, Department of Health
and Human Services / MainePERS
Augusta, ME

York County Courthouse
Biddeford, ME

Waldo County Courthouse
Belfast, ME

JR Redemption Center, Property
Redevelopment
Brewer, ME



Local expertise, comprehensive geotechnical consulting engineering solutions.

We are a comprehensive geotechnical consulting firm offering subsurface explorations, engineering, and design. With offices in Lewiston and Rockland, ME, we are geographically well placed and well qualified to service all of northern New England. Summit Geoengineering Services (SGS) aims to provide clients with responsive and professional solutions through a range of geotechnical services. The SGS design team maintains diverse experience and technical knowledge in the civil engineering industry with expertise in soils and foundation engineering.

At SGS, our strength is providing our clients with highly qualified professionals who are committed to personally work with the client from the project start to finish. This personal commitment ensures our engineers obtain comprehensive project knowledge, permits straightforward communication, and demonstrates our commitment to making your project our top priority.

THE KEY TO SUCCESS IS A SOLID FOUNDATION

We provide geotechnical consulting services to a wide variety of sectors, including federal, state, private, municipalities, and individuals. The diversity of our projects has allowed us to build a strong foundation in geotechnical engineering and design that serves our clients well.

FIRM NAME

Summit Geoengineering

CONTACT PERSON / EMAIL

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SERVICES

Geotechnical Consulting
Geotechnical Engineering
Retaining Wall Design
Sheeting, Shoring, and Excavation
Stabilization Designs
Deep & Shallow Foundation
Recommendations
Slope Stability / Landslide
Evaluations
Forensic Investigations
Gravel Pit and Quarry Inventories
Cone Penetration Testing
Conventional Test Borings
Test Pits
Field Explorations
Laboratory Testing

SELECT RELEVANT EXPERIENCE

U.S. Department of Veterans Affairs,
Community-Based Outpatient Clinic
Portland, ME

Portland Housing Authority
Portland, ME

Raise-Op Housing Cooperative
Lewiston, ME

Avesta Multifamily Housing
Portland, ME

Salvation Army Adult Rehabilitation
Center
Portland, ME



Local presence and a proactive approach to real estate management solutions.

Boulos is Northern New England's largest real estate management company. Headquartered in Portland, ME, Boulos Asset Management manages approximately 5,000,000 SF of commercial real estate. Our portfolio consists of office, industrial, retail and corporate facilities throughout Maine and New Hampshire. The largest component of our business is multi-tenant office properties.

We understand the value of customer service and tenant retention. Our commitment to servicing tenants is an advantage we bring to each management assignment. Our management program emphasizes total satisfaction with the leased premises. A proactive approach to overseeing building operations allows us to seamlessly manage building services for our clients. BAM managers and personnel are trained to identify areas within their properties and portfolios that can be changed to enhance the property's operating efficiencies and reduce overall operating expenses. As a result, BAM has developed a reputation for providing the highest level of service to clients and tenants, while at the same time, controlling costs.

EXPERIENCE MANAGING COMMUNITY AND MUNICIPAL FACILITIES IN MAINE

In addition to managing conventional commercial assets, BAM manages properties for a national accredited non-profit organization that provides mental health and educational services for children, adolescents, adults and families, and for one of southern Maine's largest Community Action Agencies. Combined, these two portfolios consist of over 37 active homes serving children, 22 homes serving their adult programs, and 7 schools.

FIRM NAME

Boulos Asset Management

CONTACT PERSON / EMAIL

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Director of Property Management
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SERVICES

Property Management
Financial Advisory Solutions
Accounting
Lease Administration
Project Management

SELECT RELEVANT EXPERIENCE

State of Maine, Department of Health and Human Services / MainePERS
Augusta, ME

National Non-Profit Organization
Property Management
Various locations, Maine

Maine Community Action Agency
Portland, ME

Claiborne Williams

Principal | FD Stonewater

Claiborne Williams is a principal and founding partner at FD Stonewater and serves as the head of development and construction management. The firm's portfolio of completed and active base building and tenant construction projects totals over 6 million square feet and more than \$800 million. Claiborne has completed several specialized, mission-critical projects across the country for the U.S. Department of Homeland Security, the U.S. Department of State, U.S. Customs and Border Protection, U.S. Immigration and Customs Enforcement, and the Federal Bureau of Investigation. Claiborne has completed numerous state and municipal government development projects, including the recently completed 125,000 SF ground-up build-to-suit development for the State of Maine, DHHS and MainePERS.

Richard Mann

Principal | FD Stonewater

Richard Mann is a principal and founding partner charged with strategic and transactional leadership for many of the firm's development and investment projects. His vast experience is utilized in a wide range of capacities, including government development and investment pursuits, as well as the structuring, acquisition, and capitalization of many of the firm's investment and development projects. Richard is a recognized leader in the Federal Government real estate arena. Much of Richard's experience involves the development of complex, highly-secure facilities to house members of the intelligence community, U.S. Department of Homeland Security, and U.S. Department of Defense. Richard has completed numerous state and municipal government development projects, including the recently completed 125,000 SF ground-up build-to-suit development for the State of Maine, DHHS and MainePERS.

Ben Dineen

Principal, Director of Development | FD Stonewater

Ben is an industry veteran and brings extensive development and construction management experience to the firm's development platform. His experience in the construction and development arena for specialized government-leased facilities, high-security federal facilities, data centers, and urban office space is a vital asset to the firm, as he has managed base building and tenant improvements for nearly 2 million square feet totaling more than \$500 million. As Principal and Director of Development, Ben actively manages the firm's principal development projects and third-party construction management engagements and is responsible for the development strategy, financial structuring, and active management of all projects in his portfolio. Ben has completed numerous state and municipal government development projects, including the recently completed 125,000 SF ground-up build-to-suit development for the State of Maine, DHHS and MainePERS.



Marayca Lopez, PHD, LLB

Associate | DLR Group

Marayca is a Justice+Civic planning leader responsible for programming and planning detention and correctional facilities, support spaces, public safety centers, and civic facilities. She works with stakeholders early in the design process to define needs and specific operational functions. Her process explores these individually, first to make sure that all user needs are being met, and then holistically to understand working relationships, interdependencies and opportunities to increase operational and staff effectiveness. Ms. Lopez areas of expertise include the development of system-wide needs assessments; policy and statistics and data analysis; population forecasting; design of alternatives; organization/cultural assessments; existing buildings functional and operational assessments; evidence-based design principles; and strategic planning and programming of Justice+Civic facilities, transition and activation services. Marayca Lopez is available to perform in the role of Programming Leader for the City of Portland homeless service center project for the duration of the contract.

Matthew Davitt, AIA, LEED AP

Senior Associate | DLR Group

Matt has extensive expertise in the design of DLR Group's Civic, community based projects. He is responsible for streamlining the design process in multi-stakeholder complex projects. Raised in Dallas, Matt spent his academic and early professional career in various locations across the country. He brings a unique perspective to DLR Group, as his past experience ranges from a small, three-person design office to mid-sized and large architecture firms. Matt plays an integral role in the development and monitoring of DLR Group's Project Management and QA/QC practices. Mr. Davitt reviews the design of projects in a variety of sectors including civic and federal government, ranging from projects such as low-income housing, recreation centers, and community buildings to large-scale US embassies, some in very challenging parts of the world. The design challenges that many of these projects present excites Matt the most about his work. Matthew Davitt is available to perform in the role of Design Reviewer for the City of Portland homeless service center project for the duration of the contract.



**Graham Vickers, AIA**

Principal-in-Charge | SMRT

Graham Vickers, a Principal and Architect, wears many hats at SMRT. His practice takes him across market sectors and regions, however work that affects the fabric and culture of Portland, his home town, holds a special place for him. Graham is a past board member and Vice President of the Portland Society for Architecture and currently sits on the UMA School of Architecture Advisory Board. He is an active member of the AIA Academy of Architecture for Justice recently chairing the 2020 national conference on Restorative Design. Graham's relevant experience includes the Maine Department of Corrections, Women's Reentry Center in Windham, ME, and the Downeast Reentry Center in Machiasport, ME.

Jessica Johnson, AIA

Project Manager | SMRT

With over 20 years of experience specializing in the planning and design of a wide array of complex projects, Jessica brings a keen balance of programming, design and project management to her roles as project manager and senior architect. She is skilled in all phases of project development, from initial programming and program verification through to the selection of interior furniture and finishes and construction administration. She takes pride in her ability to form lasting relationships with clients and consultants. Jessica's relevant experience includes the Downeast Reentry Center in Machiasport, ME, and the Exeter Hospital Stratham Regional Health Center MOB facilities in Stratham, NH, and Plaistow, NH.

Kate Everett, PE

Principal, Mechanical Engineer | SMRT

Kate is a Principal with 29 years experience as a mechanical engineer and has served as lead engineer and project manager for many project types including healthcare, government, education and industrial. Kate's relevant experience includes projects for MaineGeneral Medical Center, Alford Center for Health in Augusta, ME, Athol Hospital ED and Medical Office Building in Athol, MA, the Mercy Fore River Expansion in Portland, ME, and the Southern Maine Medical Center Medical Office Building in Biddeford, ME.

Kerry Dineen, PE, LEED AP

Fire Protection Engineer | SMRT

Kerry has been providing fire protection and mechanical engineering design support for 12 years on a variety of project and client types including education, government, healthcare, advanced technologies, and industrial. Kerry's relevant experience includes the USM Residence Hall and Student Center in Portland, ME, Unity College Residence and Dining Halls in Unity, ME, the MaineGeneral Alford Center for Health in Augusta, ME, the Maine Department of Corrections, Women's Reentry Center in Windham, ME, and Maine Veterans' Homes in South Paris, ME.

William Heil, PE

Electrical Engineer | SMRT

Bill leads our Electrical Engineering Group. He has designed systems for an array of projects across market sectors including education, corporate offices, healthcare facilities, and multi-building campuses. Bill is an active member of the Institute of Electrical and Electronic Engineers (IEEE) and the Illuminating Engineering Society (IES), where he has served as president of the Portland Section for the past two years.

Lura Wade, PE, RCDD

IT / Telecom | SMRT

Lura has designed electrical systems for a variety of project types. Systems designed include lighting, lighting control, power distribution, standby power, fire alarm, telecommunication backbone and horizontal systems, A/V, access control, video surveillance and life safety systems. Lura will lead the telecommunication and low voltage design effort and brings more than 13 years of experience designing electrical and telecommunications systems for healthcare, commercial, government and technology projects of varying sizes. Lura's relevant experience includes the USM Residence Hall and Student Center in Portland, ME, the Eastern Maine Medical Center Emergency Department Renovation in Bangor, ME, the Husson University Wellness & Learning Center in Bangor, ME, and the Mercy Fore River Expansion in Portland, ME.

Peter Rand, PE

Structural Engineer | SMRT

Peter has more than 20 years of progressively increasing responsibilities ranging from project engineering to project management. He has designed numerous projects involving structural steel, reinforced concrete, reinforced masonry, wood, and foundation engineering. Project types include pulp and paper, power generation, power distribution, commercial construction and sports facilities by both design-build and design-bid-build construction delivery methods. Peter's relevant experience includes the USM Residence Hall and Student Center in Portland, ME, the Athol Memorial Hospital, MOB and Emergency Room Addition in Athol, MA, Edgewood Retirement Community, Woodlands Inn – North Andover, MA, and the Mercy Fore River Phast II in Portland, ME.

Jeana Stewart, NCIDQ, LEED AP

Interior Designer | SMRT

The leader of our Workplace Studio, Jeana is a nationally qualified and Maine-certified interior designer. A perceptive, strong communicator, she brings energy, vision and the recognition that workspace is a strategic tool for leveraging employee attraction and retention. Working collaboratively with project stakeholders, Jeana takes a research-based approach to ensure that workspace, and the process used to design it, speaks directly to an organization's unique culture and values. Jeana's relevant experience includes Unity College Residence and Dining Halls in Unity, ME, the MaineGeneral Alford Center for Health in Augusta, ME, the Maine Department of Corrections, Women's Reentry Center in Windham, ME, Northeastern University Roux Institute in Portland, ME, and the Maine Veterans' Homes in South Paris, ME.



Mason Rowell

Director of Pre-Construction | Landry/French Construction

As Director of Pre-construction Services, Mason Rowell is responsible for directing and managing pre-construction activities for all Landry/French construction projects. With 15 years of experience in commercial construction, Mason brings diverse experience in project types and sizes including numerous higher education and housing projects. Mason brings a high level of professionalism, including strong leadership and management skills. He manages the pre-construction team, which includes four in-house estimators. Mason's relevant experience includes the Mount Washington Valley Adult Day Center in Conway Center, NH, the Maine Department of Corrections, Women's Reentry Center in Windham, ME, and the State of Maine Department of Health and Human Services and MainePERS office buildings in Augusta, ME.

Ryan Landry

Project Manager | Landry/French Construction

Ryan Landry has 10 years of experience in the commercial construction industry, managing a variety of projects in Maine and New Hampshire including housing projects. As Project Manager, Ryan is responsible for overall project management, including scheduling and cost reporting. Ryan's primary objective is to ensure that all construction activities meet the project's cost, schedule, and quality goals. His relevant experience includes Western Maine Pediatrics in Norway, ME, ImmuCell Renovations in Portland, ME, the Seaport Lofts in Portland, ME, The Mason Block Condominiums in Portland, ME, and 25 Monument Condominiums in Portland, ME.

Chuck Pollock

Senior Superintendent | Landry/French Construction

Chuck Pollock has more than 30 years of experience in the commercial construction industry including, housing, healthcare, and municipal projects. In his role as Superintendent, Chuck is responsible for planning, coordinating and overseeing all field activities. He's also responsible for the management and scheduling of subcontractors and holding weekly meetings to ensure the project's milestones are being met, as well as overall safety and quality control. Chuck's relevant experience includes the Town of Wells Public Safety Building in Wells, ME, the Town of Yarmouth Public Safety Building in Yarmouth, ME, and Avita of Brunswick Assisted Living Community in Wells, ME.



Stephen Bushey, PE

Senior Associate | Gorrill Palmer

Stephen Bushey will be assigned as Project Manager and primary point of contact for all civil engineering and permitting efforts. With over 30 years of experience in civil engineering, Steve has worked closely with architects, private developers, municipal officials, and State and Federal Regulators. He brings hands-on expertise in various aspects of civil design including feasibility/selection, preparation and review of preliminary and final design as well as permit applications for a variety of civil/site engineering projects. He has completed numerous projects in Portland over the years including many high profile as well as many more smaller site plans. Steve has provided high-level oversight and support on many large-scale projects in Maine and Portland, in particular, the VA Clinic, Maine Yacht Services, and WEX Headquarters/100 Fore Street Development in Portland. Steve is well versed with the City of Portland's design and permitting standards as he has completed 100's of projects over the years in Portland. Steve will provide day-to-day contact and representation depending on circumstances during this engagement.

Kaleb Bourassa, EI

Lead Design Engineer | Gorrill Palmer

Kaleb is a Lead Design Engineer who has worked on numerous site civil design projects and in the process has gained experience with site design, storm water system design, permitting, and construction phase services. Kaleb has taken the lead on storm water design and permitting for many site development projects. He has gained experience working with many state and federal agencies as well as many local agencies and municipalities.

Randy Dunton, PE, PTOE

Traffic Manager | Gorrill Palmer

Randy Dunton, PE, PTOE is a Traffic Manager at Gorrill Palmer and manages the Traffic Department operations of the Transportation Group. Randy has over 26 years of experience in traffic and transportation engineering. He has worked for both the private sector as well as with the MaineDOT as the Region Traffic Engineer for the southern region of the State. His design experience includes traffic permitting, intersection and corridor designs, feasibility studies, traffic calming design, safety evaluations and analysis, traffic modeling and analysis and peer reviews. Randy has worked on numerous traffic projects for the City of Portland including the most recent; Franklin Street Corridor Study, Maine Medical Center expansion, Outer Congress Street Corridor/Signal upgrades, Washington Avenue Corridor/Signal Upgrades, Marginal Way/Forest Avenue/State Street intersection improvements as well as the Mercy Hospital expansion.

Celina Daniell

Permitting Specialist | Gorrill Palmer

Celina Daniell would serve as the Permitting Specialist for the project. Celina's expertise includes technical, consulting and project management leadership to the development team and participation as a technical assistance on permitting of projects. Celina has over 30 years of permitting experience working with on projects in Southern Maine. She combines deep industry knowledge to successfully assist the team from inception of the project through conceptual design, permitting and construction phase services which includes a diverse set of skills acquired throughout career. Her unique skill set offers each of our projects oversight of Ordinance Review; State, Local and Federal Regulations Review; Permit preparation for Local Municipalities as well as State and Federal Agencies; and Agency and Utility Contact Coordination.

In addition to these individuals, Gorrill Palmer has five additional team members with a combined 95 years of Land Development/Municipal design experience that are available, if needed. We believe that the depth and breadth of our staff's combined knowledge is unique in the Southern Maine area and will add value to the City of Portland's Homeless Service Center project.



HALEY WARD

Jacalyn Gorczynski, LG

Project Manager, Senior Project Geologist | Haley Ward

Jacalyn has extensive experience in environmental consulting and coastal processes including permitting and compliance, environmental assessments, remediation, and coastal zone management and study. Her core expertise includes environmental reports, permits, and regulatory compliance. She has assisted residential, commercial, municipal, and industrial clients with their geoenvironmental needs and maintains working relationships with state and national regulatory agencies. Haley Ward is currently working with FD Stonewater on the U.S. Department of Veterans Affairs Community-Based Outpatient Clinic in Portland, ME.



William Peterlein, PE

President, Principal Engineer | Summit Geoengineering Services

Bill brings over 35 years of experience and holds a Bachelors and Masters degree in civil engineering with concentration in geotechnical engineering. As President and Principal Engineer at Summit, Bill's responsibilities include; business development, management of business finances, quality assurance/quality control, project management, engineering design, and technical writing. Bill has wide ranging experience in geotechnical engineering, construction materials engineering, and geotechnical related aspects of building design and construction, site permitting, and site and civil engineering. His core expertise is in excavation shoring and slope stabilization designs, segmental retaining wall designs, and site suitability evaluations.

Colin Plante, EIT

Geotechnical Engineer | Summit Geoengineering Services

Colin's responsibilities include field work, which includes borings, cone penetration testing, and logging of soils, soil profiling, engineering design, and technical writing. Colin holds bachelors of science in civil engineering with focus in geotechnical study from University of Massachusetts, Amherst.



BOULOS ASSET MANAGEMENT

FULL SERVICE COMMERCIAL REAL ESTATE

Brian Brooks

Director of Property Management | Boulos Asset Management

Brian joined Boulos Asset Management as Property Manager overseeing a portfolio of Class A office towers, Class B office space, and a mixed use residential asset totaling over 1.5 million square feet. Brian is well-versed in tenant relations, tenant fit ups, maintaining historical buildings, zero based budgeting, and oversight of site staff. Brian previously managed a portfolio for the COO of a Fortune 50 Financial Service Company.

SECTION 2

| PAST PERFORMANCE AND RELEVANT EXPERIENCE

Past Performance and Relevant Experience with Public/Private Project Financing

DEVELOPMENT TEAM PAST PERFORMANCE

This team has partnered on and/or completed several projects throughout the State of Maine. These projects include state government, medical, office, multi-family, and municipal facilities. Members of this team have worked together on numerous past projects to deliver attractive build-to-suit facilities in support of government functions comparable to this requirement, including facilities with similar stated purposes and needs. We are confident in our team's ability to design, develop, and deliver a new Homeless Service Center that will support the functional and mission requirements of the City of Portland in the most cost-effective manner.

Specifically, FD Stonewater has an extensive track record delivering federal, state, and municipal government projects and financing structures for those projects. Each one of these successful transactions featured a unique financial structure that was tailored to the distinct needs of the government tenant, the project, the existing capital market conditions, and the ownership and operational desires of the project stakeholders, both public and private. For the City of Portland requirement, we will dovetail our unique and robust financial experience with the objectives of the City to develop a customized and – most importantly – executable financing structure.

We have included select relevant information from FD Stonewater's track record of executing creative and successful financing strategies with optimal terms and pricing for our tenants for public/private projects.

The following projects demonstrate this team's specialized experience with analogous federal and state government facilities, including homeless services centers, affordable housing, and reentry and rehabilitation centers.



Experience with Public/Private Project Financing

DESCRIPTION

FD Stonewater has an extensive track record delivering federal, state, and municipal government projects and financing structures for those projects. Each one of these successful transactions featured a unique financial structure that was tailored to the distinct needs of the government tenant, the project, the existing capital market conditions, and the ownership and operational desires of the project stakeholders, both public and private.

BRIGHT BEGINNINGS EARLY CHILDHOOD EDUCATION AND HOMELESS SERVICES CENTER

Location	Washington, DC
Tenant	Bright Beginnings, Inc.
Size	20,000 SF
Lender	Wells Fargo and City First Bank of DC
Financing Structure	FD Stonewater led the project client group to successfully close on New Market Credit Tax Financing.



STATE OF MAINE, DEPARTMENT OF HEALTH AND HUMAN SERVICES AND MAINEPERS

Location	Augusta, ME
Tenant	State of Maine, DHHS and MainePERS
Size	100,000 SF (DHHS) and 25,000 SF (MainePERS)
Lender	Prudential
Financing Structure	The project was financed through CTL (Credit Tenant Lease) financing. Through a Sale/Lease Back structure, the State of Maine sold state-owned parcels to FD Stonewater and now leases the office buildings back under a 30-year firm term lease.



U.S. DEPARTMENT OF VETERANS AFFAIRS, COMMUNITY-BASED OUTPATIENT CLINIC (CBOC)

Location	Portland, ME
Tenant	U.S. Department of Veterans Affairs
Size	70,000 SF
Lender	NBT Bank
Financing Structure	FD Stonewater owns the project during the construction period. FDS structured the financing utilizing traditional bank financing with debt/equity ratio of 80/20. The U.S. Department of Veterans Affairs, through a 20-year firm term lease with the General Services Administration, fully occupies the building.



EXPERIENCE WITH PUBLIC/PRIVATE PROJECT FINANCING**U.S. DEPARTMENT OF VETERANS AFFAIRS, COMMUNITY-BASED OUTPATIENT CLINIC (CBOC)**

Location	Charlotte Hall, MD
Tenant	U.S. Department of Veterans Affairs
Size	25,000 SF
Lender	Boyd Watterson
Financing Structure	FD Stonewater owned the project during the construction period. FDS structured the financing utilizing traditional bank financing with debt/equity ratio of 90/10. The U.S. Department of Veterans Affairs, through a 20-year firm term lease with the General Services Administration, fully occupies the building.

**U.S. DHS, COAST GUARD SECTOR AIR STATION**

Location	Corpus Christi, TX
Tenant	U.S. DHS, Coast Guard
Size	160,000 SF
Lender	Navy Mutual Aid Association; American Financial; and Phoenix Financial
Financing Structure	FD Stonewater financed and owned the project during construction by utilizing securitized private placement bond financing which was sourced by Bostonia Partners. The U.S. Coast Guard, through a 20-year firm term lease with the General Services Administration, fully occupies the building.

**U.S. FEDERAL BUREAU OF INVESTIGATION**

Location	Atlanta, GA
Tenant	U.S. Federal Bureau of Investigation
Size	151,000 SF
Lender	MetLife and Phoenix Life
Financing Structure	FD Stonewater financed and owned the project during construction by utilizing securitized private placement bond financing which was sourced by Bostonia Partners. Once completed, the property was sold to Mercer University and FD Stonewater entered into a long-term agreement to asset manage the project for the 20-year firm initial General Services Administration lease term, along with multiple renewal options, creating a synthetic equity position of the asset.



RELEVANT EXPERIENCE AND PROJECTS**SOMERVILLE EMERGENCY SERVICES COMPLEX**

Location	Somerville, NJ
Tenant	Multi-tenant: Somerville Police Headquarters, Somerville Fire Department, Office of Emergency Management, Somerset County Emergency Services (911 Center)
Size	70,000 SF
Lender	TBD
Financing Structure	FDS is working with the Borough to structure the financing that best suits the needs of the Borough and for this project. The project has yet to be financed. At financial closing, FD Stonewater will enter into a ground lease for the site for 30 years plus the construction timeframe. At the completion of the ground lease term, the Borough will retain ownership of the building.

**NEW HANOVER COUNTY GOVERNMENT CENTER**

Location	Wilmington, NC
Tenant	New Hanover County Government
Size	125,000 SF
Lender	N/A
Financing Structure	FDS worked with the County to structure the financing that worked best for the needs of the County and for this project. The project is financed through County Municipal Bonds. This is a fee development deal; FD Stonewater does not have ownership stake in the project but has provided a Guaranteed Maximum Price (GMP). The County will take on the ownership risk and operations for the facility. New Hanover County owns the 12-acre site with the intent to build the new government facility on part of that (roughly 6 acres). The County plans to subdivide the remaining acreage for a developer to purchase for a future development.



RELEVANT EXPERIENCE AND PROJECTS



Bright Beginnings Early Childhood Education and Homeless Services Center

PROJECT DESCRIPTION

FD Stonewater provided development and construction management services for the new Bright Beginnings Early Childhood Education Center located in Ward 8 of Washington, DC. Bright Beginnings, Inc., is a nonprofit organization that operates early childhood and family learning centers for children and families experiencing homelessness in Washington, DC. Bright Beginnings also offers workforce development programs and resources to help families experiencing homelessness achieve self-sufficiency.

FD Stonewater worked closely with the non-profit board from initial site selection to Board of Zoning Adjustment (BZA) special exception approval. Upon approval, FD Stonewater managed the design, permitting, and construction process of this vital community project that provides essential early childhood education to children experiencing homelessness, as well as counseling and training resources for their families. The center serves approximately 100 children with space for potential expansion in order to grow the mission and reach of the organization well into the future. The center was delivered in early 2019.

PROJECT DETAILS

LOCATION | SIZE | COST

Washington, DC | 20,000 SF | \$10 million

COMPLETION DATE

2019

SERVICES PERFORMED

Development
Construction Management

RELEVANT EXPERIENCE AND PROJECTS



State of Maine Department of Health and Human Services / MainePERS

PROJECT DESCRIPTION

FD Stonewater was awarded a 30-year lease for the development and ownership of a 9.2 acre site and 100,000 SF build-to-suit facility for the Department of Health and Human Services (DHHS) in Augusta, ME. After the initial project award, FD Stonewater acquired a second build-to-suit opportunity consisting of a 25,000 SF structure, 1.2 acre site, for Maine Public Employee Retirement System (MainePERS). The corner lot that houses the existing MainePERS facility was added to the development parcel, in total creating a 10.4 acre site to accommodate the two structures. Located one block from Maine's State Capitol, the development offers two 30-year leased facilities and 620 parking spaces. The DHHS office primarily consists of administrative services for DHHS with service counters on the first floor along with a small café. The DHHS design meets State Energy Efficiency requirements. The MainePERS building maintains the administrative offices for the retirement system as well as areas used for evaluating and interviewing clients. The new DHHS headquarters is home to 500+ state personnel and was developed on the former Maine Department of Transportation fleet services property. This project is the first significant addition to the State House complex since the 1970s. Both facilities delivered in the first quarter of 2019.

PROJECT DETAILS

LOCATION | SIZE | COST

Augusta, ME | 100,000 SF | \$20 million (DHHS)
Augusta, ME | 25,000 SF | \$14 million (MPERS)

COMPLETION DATE

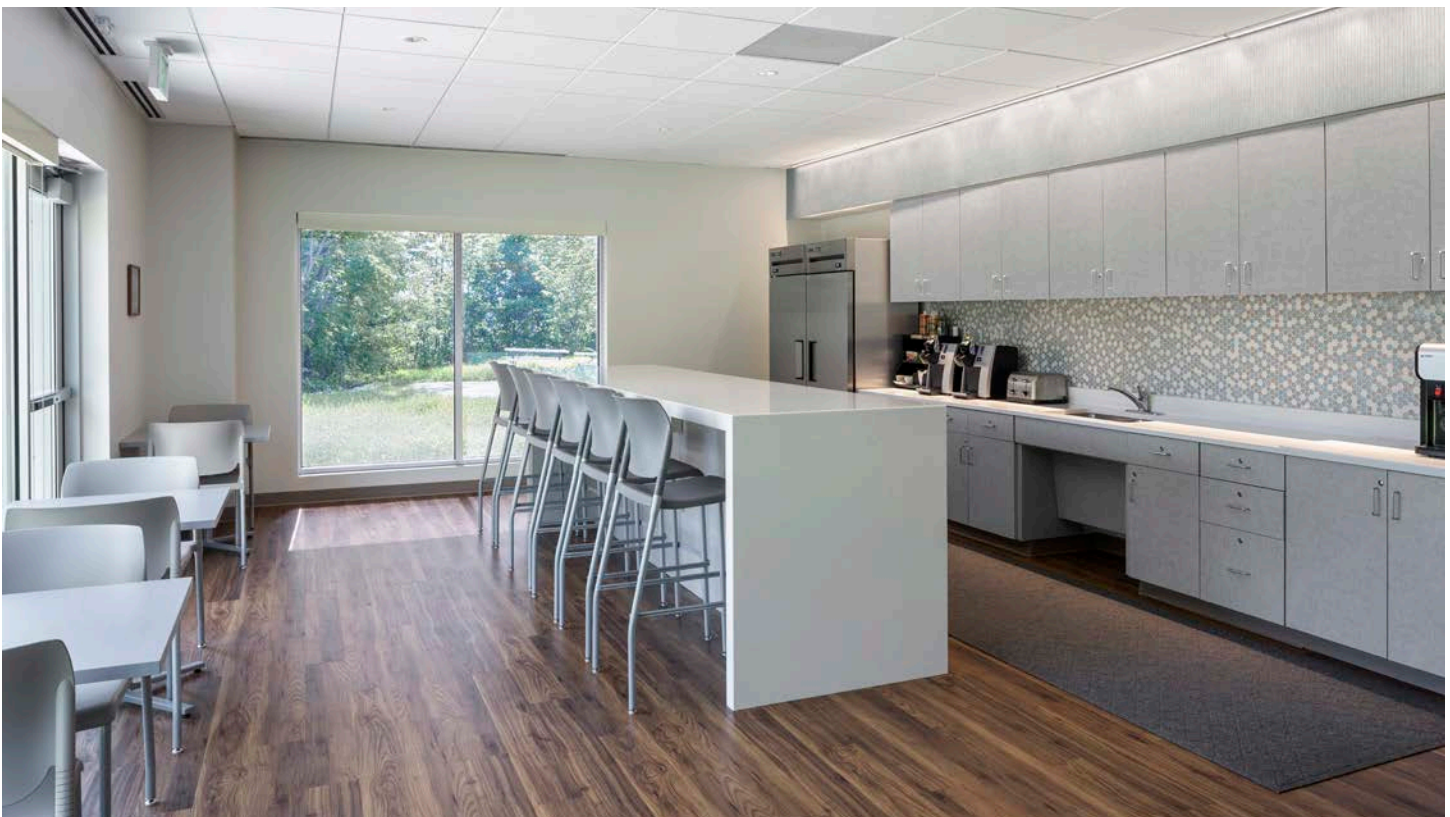
2019

PROJECT TEAM

Landry/French Construction
Gorrill Palmer
SW Cole (*Haley Ward*)
Summit Geoengineering
Boulos Asset Management



RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS



U.S. Department of Veterans Affairs Community-Based Outpatient Clinic

PROJECT DESCRIPTION

FD Stonewater is the developer for this 70,000 square foot build-to-suit Community-Based Outpatient Clinic (CBOC) for the U.S. Department of Veterans Affairs, located in Portland, ME. The new facility will reflect the “whole health” initiatives that the Department of Veterans Affairs is deploying nationwide and will deliver patient-focused healthcare services and comprehensive resources to the veteran population in this region.

The design will encompass the Patient-Aligned Care Teams (PACT) principles, a team-based model of care in which a team of healthcare professionals works collaboratively with the patient to provide and coordinate the patient’s healthcare needs. FD Stonewater is partnering with SmithGroup for AE services on the project. SmithGroup has worked alongside the Veterans Affairs Office of Construction and Facility Management providing design and project management for many years. The project is currently under construction.

PROJECT DETAILS

LOCATION | SIZE | COST

Portland, ME | 70,000 SF | \$32 million

COMPLETION DATE

Active

SERVICES PERFORMED

Development
Owner/Operator

PROJECT TEAM

SmithGroup
Landry/French Construction
Gorrill Palmer
SW Cole (*Haley Ward*)
Summit Geoengineering



RELEVANT EXPERIENCE AND PROJECTS



U.S. Department of Veterans Affairs Community-Based Outpatient Clinic

PROJECT DESCRIPTION

FD Stonewater developed this 25,000 square foot build-to-suit Community-Based Outpatient Clinic (CBOC) for the U.S. Department of Veterans Affairs, located in Charlotte Hall, MD. The new facility will reflect the “whole health” initiatives that the Department of Veterans Affairs is deploying nationwide and will deliver patient-focused healthcare services and comprehensive resources to the veteran population in this region.

The design will encompass the Patient-Aligned Care Teams (PACT) principles, a team-based model of care in which a team of healthcare professionals works collaboratively with the patient to provide and coordinate the patient’s healthcare needs. FD Stonewater is partnering with Oculus for AE services on the project. Oculus has worked alongside the Veterans Affairs Office of Construction and Facility Management providing design and project management through an open-end IDIQ contract for many years. Oculus designers are proficient in VA’s Patient Aligned Care Team (PACT) principles. The project is complete and achieved Green Globes Certification for sustainability standards.

PROJECT DETAILS

- LOCATION | SIZE | COST
Charlotte Hall, MD | 25,000 SF | \$13 million
- COMPLETION DATE
2020
- SERVICES PERFORMED
Development

RELEVANT EXPERIENCE AND PROJECTS



Borough of Somerville Public Safety and
Emergency Services Complex

PROJECT DESCRIPTION

In August 2019, the Borough of Somerville, New Jersey issued a Request for Qualifications/ Proposals for the design, build, financing and sale/leaseback of an Emergency Services Complex to relocate the Somerville Police Headquarters, four fire Fire Departments, Office of Emergency Management, Somerset County Emergency Services (911 Center), and First Aid Squad into a new public safety facility constructed on 1.7 acres of vacant land owned by the Borough. In lieu of requesting specific design plans and pricing for a new facility, the Borough invited proposed teams (developer, architect, engineer, general contractor, etc.) to demonstrate relevant experience and financial soundness to allow the Borough to identify a development partner capable of undertaking a project of the required size, scope, and duration. The project is currently in the design phase.

PROJECT DETAILS

- LOCATION | SIZE | COST
Somerville, NJ | 70,000 SF | \$50 million
- COMPLETION DATE
Active
- SERVICES PERFORMED
Development

RELEVANT EXPERIENCE AND PROJECTS



New Hanover County Government Center

PROJECT DESCRIPTION

In August 2019, New Hanover County issued a Request for Qualifications for the redevelopment of their Government Center to include a facility for county offices to maintain critical functions of county government, including an Emergency Operations and 911 Center. New Hanover County owns the 12-acre site with the intent to build the new government facility on part of the site (roughly 6 acres). The County plans to subdivide the remaining acreage for a developer to purchase for a future development. The redevelopment project also features a private development component suitable to the site that will generate additional tax revenue for the county in perpetuity. For this project, FD Stonewater has partnered with GHK Cape Fear, with FD Stonewater managing the Government Center redevelopment while GHK Cape Fear oversees the private development component of the project.

PROJECT DETAILS

- LOCATION | SIZE | COST
Wilmington, NC | 125,000 SF | \$50 million
- COMPLETION DATE
Active
- SERVICES PERFORMED
Development

RELEVANT EXPERIENCE AND PROJECTS



U.S. Coast Guard Sector Air Station

PROJECT DESCRIPTION

The U.S. Coast Guard Sector Air Station is a state-of-the-art, mission critical facility designed for the U.S. Coast Guard Command at the Corpus Christi International Airport. Originally envisioned as two separate buildings, the team designed an efficient solution with one building while still maintaining the identities of two very different programs: A three-story, 500-foot-long linear tilt-up building nestled against a three-story modular steel hangar. Overall reduction of space, material, systems, and support spaces were achieved by combining the office and hangar functions. Through modern planning techniques using open office design strategies, area efficiencies were traded for additional training and conference spaces. The 160,000 SF facility consists of an office building and aircraft hangar and includes command facilities, data centers, maintenance shops, berthing for ready crews, and on-site amenities such as food service and a fitness center. The facility is situated on approximately 9.2 acres ground-leased from and located adjacent to the Corpus Christi International Airport with direct aircraft access to airport runways, roadways, and utilities. The unique location of the site creates a secure campus environment for the U.S. Coast Guard, while also providing immediate access to airport facilities and vital communication infrastructure required for the U.S. Coast Guard to carry out their mission. The facility meets ISC Level III requirements and achieved LEED Silver certification.

PROJECT DETAILS

LOCATION | SIZE | COST

Corpus Christi, TX | 160,000 SF | \$64 million

COMPLETION DATE

2017

SERVICES PERFORMED

Development
Owner/Operator

RELEVANT EXPERIENCE AND PROJECTS

Homeless Temporary Housing and Affordable Housing

DESCRIPTION

Homeless centers, temporary housing and affordable housing are a growing need in the U.S., and around the globe. DLR Group brings a keen understanding of the needs and drivers of public entities and developers, experience navigating local and state planning and code requirements, and the ability to express the personality of neighborhoods and communities at the micro level. We successfully deliver temporary housing, affordable housing, high-rise, high-density housing for sale, for rent, and for student, veterans, and senior housing to a variety of clients, specific to their program needs.

HOMELESS TEMPORARY HOUSING AND AFFORDABLE HOUSING

Type: Homeless Center
Project Name: Path Safehaven Roy's Desert Resource Center
Location: County of Riverside, CA

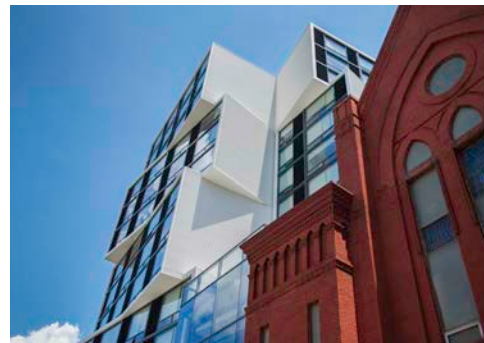
Type: Homeless Veterans Housing
Project Name: John & Jill Ker Conway Residence
Location: Washington, DC

Type: Affordable Housing
Project Name: 23 & Union Midtown Public Square
Location: Seattle, WA

Type: Temporary Supportive Housing
Project Name: The Triumph
Location: Washington, DC

Type: Affordable Senior Residences
Project Name: Parkview Terraces
Location: San Francisco, CA

Type: Affordable Housing
Project Name: Marlow
Location: San Francisco, CA



RELEVANT EXPERIENCE AND PROJECTS



Path Safehaven, County of Riverside Homeless Center

PROJECT DESCRIPTION

The first comprehensive homeless center built in the Western Coachella Valley, Roy's Desert Resource Center is a 24/7 drop-in center for hard-to-engage homeless adults with serious mental-health disorders. The design created a refuge for these individuals to provide food, laundry and shower facilities, where they can rest and feel safe in a highly supportive environment for up to 120 days. Within an aggressive budget, the design converted a County of Riverside-owned concrete tilt-up warehouse into the home of The Path by adding interior walls, plumbing, and finishes, as well as an enclosed exterior patio, trellis, exterior wall treatments, and new signage and landscape.

The Path is part of the Desert Resource Center, a multi-service facility developed through a partnership with the Riverside County Department of Mental Health and Coachella Valley Association of Governments (CVAG). The facility will include a one-stop access center where homeless individuals can access a variety of social and community resources that may assist them in restoring housing and financial stability.

The Path offers low-demand, permanent supportive housing for 25 adults in 12 semi-private rooms and one private room. Staff screen participants and coordinate case management services once they have successfully completed the application process. Other amenities include a kitchen, living room, and dining areas.

PROJECT DETAILS

LOCATION

North Palm Springs, CA

SIZE

| 13,400 SF

COMPLETION DATE

2009

SERVICES PROVIDED

Architectural Planning
Design
Interior Design

RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS



John & Jill Ker Conway Homeless Veterans Residence

PROJECT DESCRIPTION

Military veterans are among the most vulnerable segment of the homeless population. In addition to a lack of basic shelter and employment opportunities, veterans often have a myriad of physical and mental health conditions. Operating on the premise that chronic homelessness is preventable with the right support, an unprecedented collaboration between public, private, philanthropic, and nonprofit partners has culminated in the opening of the John and Jill Ker Conway Residence – a permanent supportive housing development that fills a unique niche in a market sorely lacking in affordable shelter. Creating a healthy and inspiring environment is critical for the sensitivities of residents transitioning out of homelessness and back into society.

The residence comprises 124 units, with 60 permanent supportive housing units for formerly homeless veterans, 17 units for tenants referred by the District's Department of Behavioral Health, and 47 units for other low-income residents at or below 60 percent area median income. The development includes management offices, on-site social services, a lounge, fitness center, conference space, and ground floor retail. The architecturally distinctive Residence was designed with numerous accommodations that address the needs of residents living with mental illnesses and physical disabilities, including traumatic brain injury and PTSD, and provides on-site support services that address these needs as well.

PROJECT DETAILS

LOCATION

Washington, DC

SIZE

| 86,800 SF

COMPLETION DATE

2016

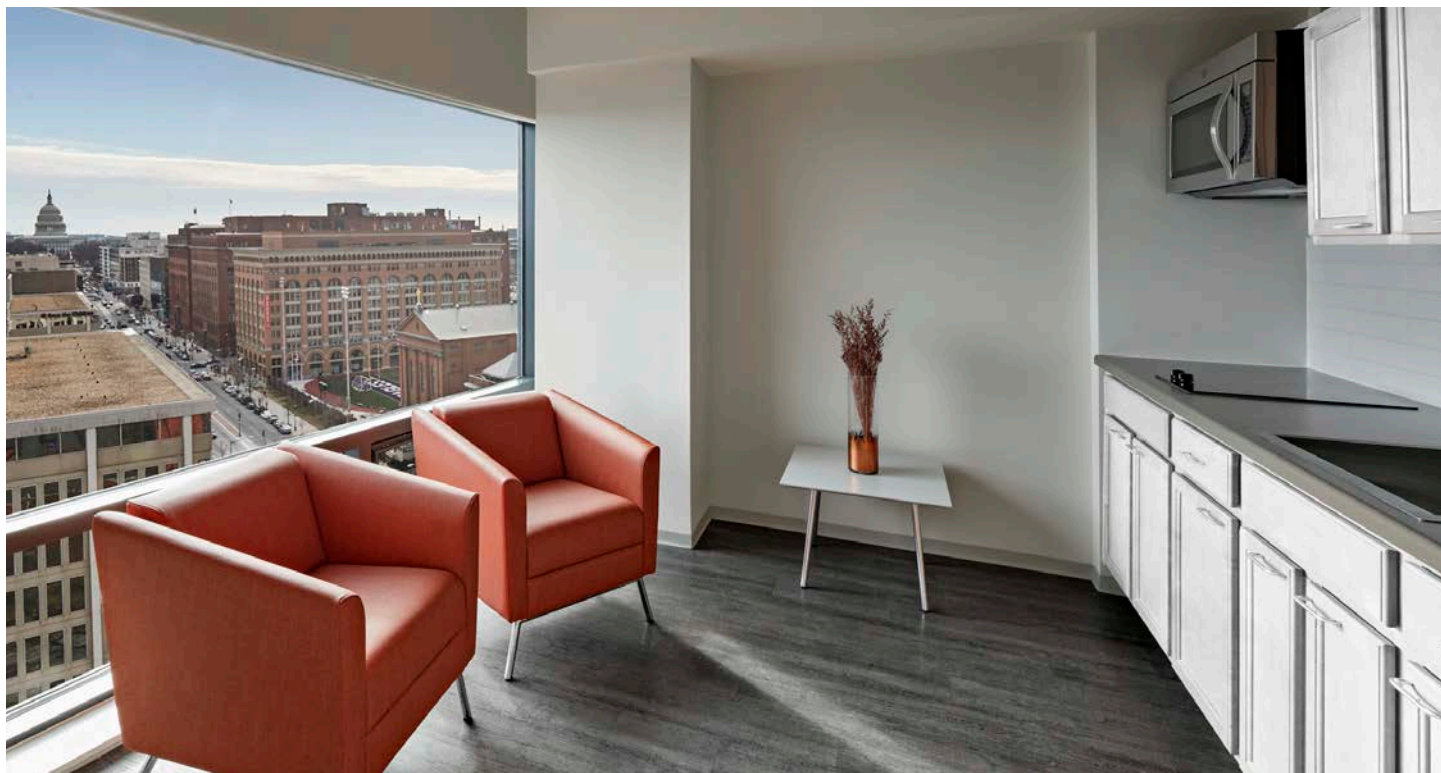
SERVICES PROVIDED

Architectural Planning
Design
Interior Design

AWARDS

Honor Gold Award
2016 AIA Potomac Valley
Built by Women (BxW) Award
2017 Beverly Architecture Foundation
Excellence in Design Housing
2018 Real Estate Trends Award Multifamily
Housing Award
2017 Affordable Housing Conference of
Montgomery County

RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS



DGS Ward 8 Community-Based Short-Term Family Housing

PROJECT DESCRIPTION

DLR Group's design for the Ward 8 Community-Based Short Term Family Housing facility successfully integrates the new building within its residential neighborhood and avoids the institutional sense often negatively associated with similar projects, while maintaining safety and operational standards. Sensitive to the unique nature of the user, DLR Group's design captures a welcoming, less institutional experience, while also motivating residents to progress to their next step in housing. This new 50-unit residence in Washington Highlands near the border of Maryland, will serve families from across the District of Columbia as a short-term family housing program created to prevent cases of homelessness. The residence provides families with a beautiful, inspiring, and dignified environment along with in-house support services to help families re-join their communities within a shorter time frame. The design of this 36,000 SF housing facility responds to the District of Columbia Department of Human Services' initiative to transfer homeless residents from an existing over-populated and dilapidated central emergency shelters into smaller, decentralized shelters in each ward of the city. This facility provides 50 residential family units, along with laundry rooms, study spaces, and common rooms distributed throughout the five upper floors of the building. Amenities including a multipurpose room, dining facility, computer lab, and health clinic, as well as operational and case management offices to provide wrap-around social services to residents.

PROJECT DETAILS

LOCATION

Washington, DC

SIZE

| 38,000 SF

COMPLETION DATE

2018

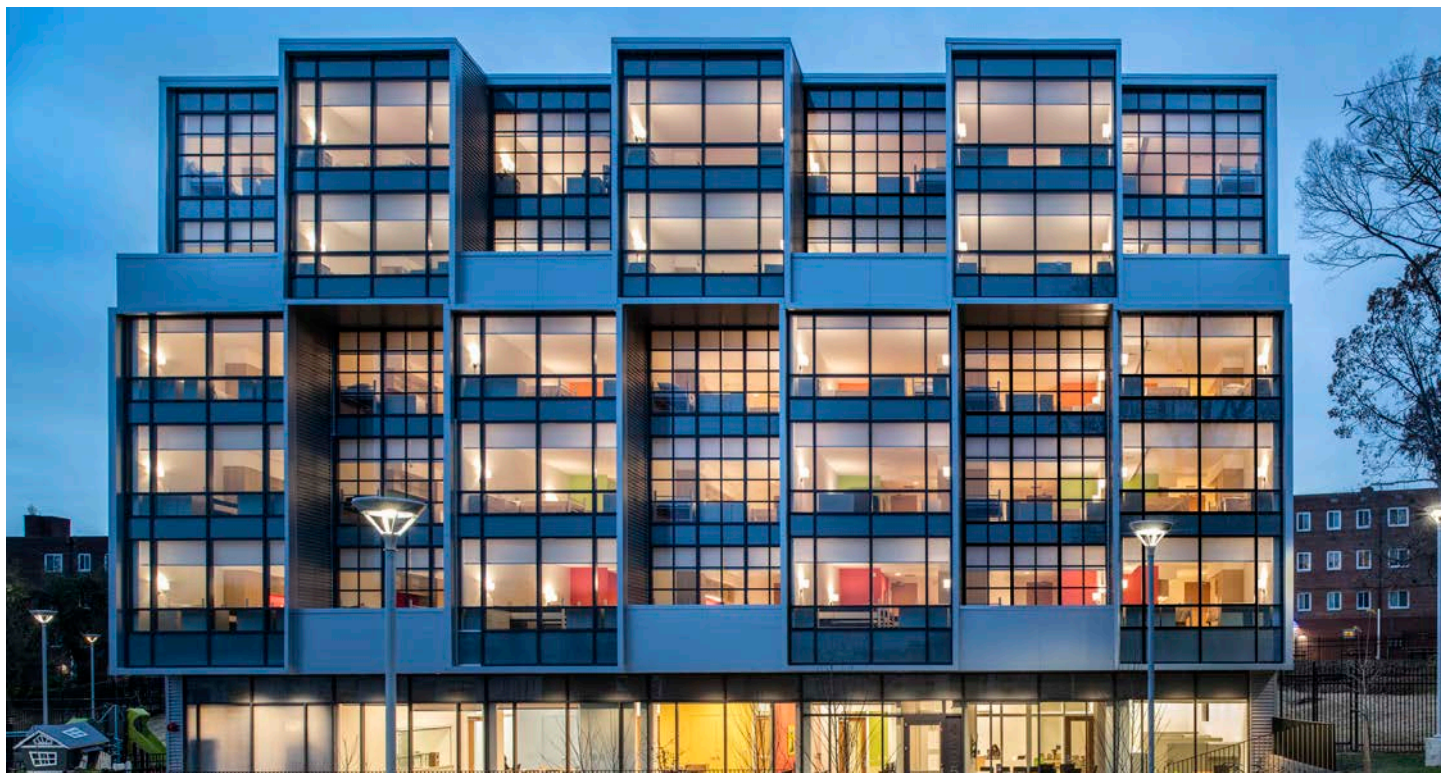
SERVICES PROVIDED

Architectural Planning
Design
Interior Design

AWARDS

Honor Gold Award
2019 AIA Potomac Valley
Honor Residential Architecture
2019 AIA Maryland
Urban Catalyst Winner
2019 AIA DC
Multifamily Housing Award
2019 AIA DC Washingtonian Awards
Excellence in Commercial Architecture
2019 AIA Northern Virginia

RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS

Transitional Housing, Rehabilitative, and Healthcare Environments

DESCRIPTION

SMRT is nationally recognized for the innovative design of safe, functional, durable and efficient facilities including transitional housing for correctional systems and mental/behavioral healthcare facilities. We provide needs assessments, feasibility studies, programming and design services for new and renovated facilities of all scales and programmatic needs.

We design evidence-based rehabilitative environments that promote healing and support the well-being of residents. Creating safe, secure, healing environments for residents and staff is SMRT's first objective in behavioral health design. The needs of this population are often under met, both in terms of quality of existing space and quantity of beds available. Whenever we have the opportunity to improve the environment of care for these residents, we know that we are making a difference in their lives and the lives of the families and staff who care for them.

Facilities servicing society's most vulnerable populations fall in the center of SMRT's mission and specialty expertise. Projects like the City of Portland Homeless Service Center combine our deep experience in transitional housing, trauma informed environments, municipal buildings, and the intricate design of healthcare and behavioral health spaces.

RELEVANT PROJECT EXAMPLES

- Type:

Project Name:

Location:
- Reentry Facility

Maine Department of Corrections, Women's Reentry Facility

Windham, ME
- Type:

Project Name:

Location:
- Reentry Facility

Maine Department of Corrections, Downeast Men's Reentry Center

Machiasport, ME
- Type:

Project Name:

Location:
- Medical Office Building

Western Maine Health Medical Office Building

Norway, ME
- Type:

Project Name:

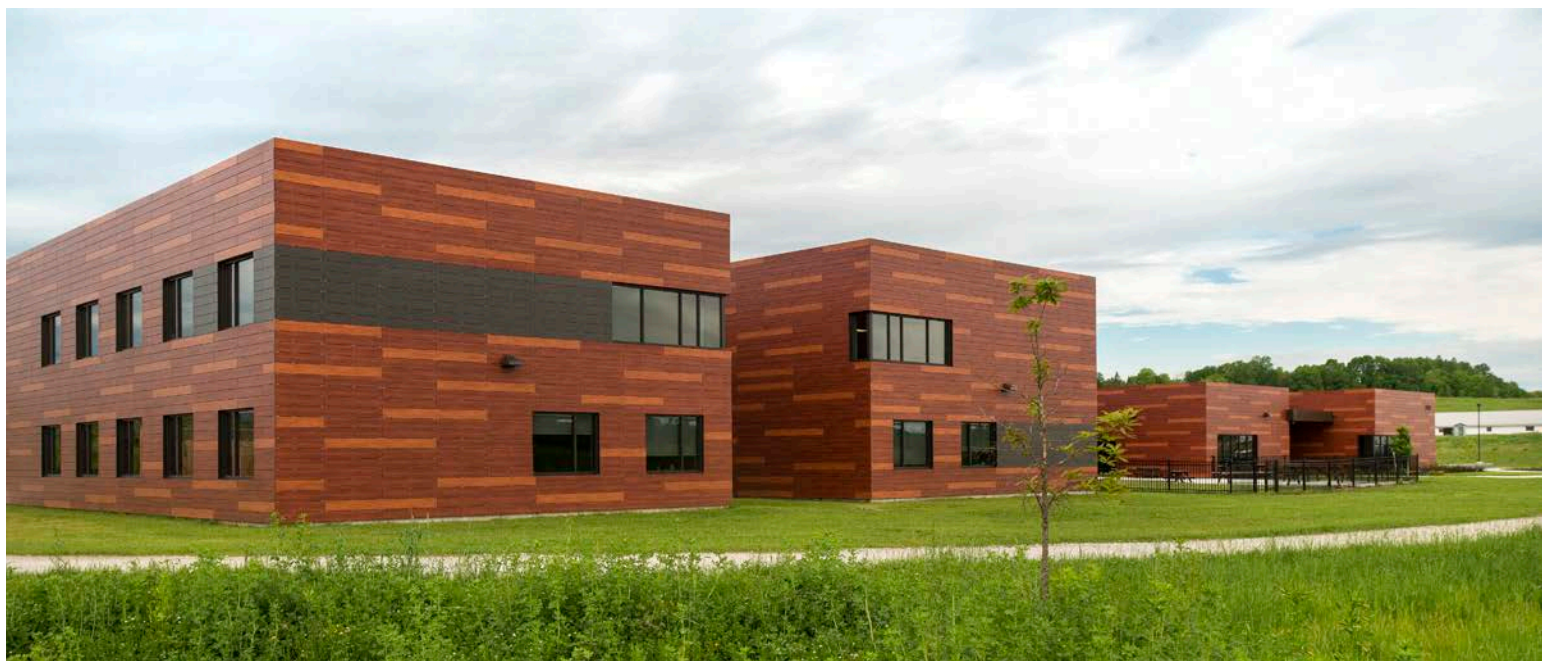
Location:
- Residence Hall

USM Residence Hall and Student Success Center

Portland, ME



RELEVANT EXPERIENCE AND PROJECTS



Maine Department of Corrections Women's Reentry Center

PROJECT DESCRIPTION

Rehabilitation, education and preparation for a positive reentry to society—these outcomes informed SMRT's gender responsive programming and design for this 96-bed reentry facility. This brand-new model, based on a more normalized, living room style organization, was designed to house minimum-security and community-release status women transitioning back to society. A residential and educational aesthetic anticipates the transition from the corrections environment and contributes to reduced recidivism rates. Residents can leave to go to work or volunteer opportunities and return to the facility to participate in instructional and wellness programming in the classrooms, yoga studio, teaching kitchen and on-site vegetable gardens.

PROJECT DETAILS

LOCATION

Windham, ME

SIZE

| 29,500 SF
| 96 Residents
| 64 Beds

COMPLETION DATE

2017

AWARDS

2019 AIA Academy of Architecture
for Justice, Justice Facilities Review Award

PROJECT TEAM

Landry/French Construction



RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS



Downeast Men's Reentry Center

PROJECT DESCRIPTION

The new Downeast Men's Reentry Center will provide transitional housing for 48 "community-release" status men finishing their sentences with the Maine Department of Corrections. This normalized, residential, non-secure facility includes ample programmatic, educational and support spaces as well as residential scale livings spaces. Located on the site of the former Downeast Correctional Facility, the Reentry Center will offer ample and varied employment with on-the-job training opportunities to the residents while supporting regional seasonal industries.

Finishes and furnishings balance the need for long term durability and maintainability with the desire to provide a normalized environment to assist the residents in their transition to life 'on the outside'. Sleeping areas are organized around cohorts of eight residents that will share employment, schedules and support programming. Efficient layouts provide ample flexibility for a broad range of uses and future needs, all while balancing the need for efficient supervision and staffing efficiency.

PROJECT DETAILS

LOCATION

Machiasport, ME

SIZE

| 9,600 SF

COMPLETION DATE

Under construction

RELEVANT EXPERIENCE AND PROJECTS



RELEVANT EXPERIENCE AND PROJECTS



Western Maine Health Medical Office Building

PROJECT DESCRIPTION

SMRT designed and engineered this new medical office building to fulfill the needs of contemporary healthcare practitioners. Based on the patient-centered collaborative care model, the MOB provides a platform for team-based, coordinated, continuous and integrated care delivery. The team collaborated with leadership and clinical staff to design a hybrid clinical hub model that allows providers to work side by side with clinical staff but that also locates provider offices close to the hub, accommodating more traditional care delivery. This high-performing building was the first in the state to earn an incentive rebate from Efficiency Maine's Advanced Building Program, thanks to its 98% efficient heating system and extensive use of daylighting.

PROJECT DETAILS

LOCATION

Norway, ME

SIZE

| 25,500 SF

COMPLETION DATE

2016

PROJECT TEAM

Landry/French Construction



RELEVANT EXPERIENCE AND PROJECTS



University of Southern Maine Residence Hall and Student Success Center

PROJECT DESCRIPTION

SMRT partnered with a developer to design a new student center and a student residence on the Portland campus of the University of Southern Maine. This project will be transformative both in its construction and the school's focus, being the first student residence hall on the USM Portland campus. This will be the largest building project in the University of Southern Maine's history, and the two buildings will be constructed with passive house techniques, using cross-laminated timber. The orientation of the buildings creates a new student lawn on campus, providing needed exterior social space. In alignment with the master plan, the project blends the on-campus and commuter student experiences at the heart of the Portland campus.

PROJECT DETAILS

LOCATION

University of Southern Maine
Portland, ME

SIZE

| 220,000 Residential SF
| 40,000 SF Student Center

COMPLETION DATE

Active

CONSULTANTS

Elkus Manfredi, design partner
Woodard & Curran, permitting
Steven Winter Associates
Passive Haus

RELEVANT EXPERIENCE AND PROJECTS



State of Maine Department of Health and Human Services

PROJECT DESCRIPTION

This new 88,000-SF State of Maine Office Building houses the Department of Health & Human Services, the Department of Labor, the Maine Veterans' Services, and the Career Center. Completed in record time, the two-story office building was constructed in just 286 days despite unexpected permitting, which delayed the project by 2-1/2 months. To offset the delay in construction and achieve the already aggressive schedule, several measures were taken to ensure the project stayed on track. One measure included fabricating off-site the entire outside skin or shell of the building. The panelized construction allowed the framing, waterproofing, sheathing and window installations to be done all at one time. Once the panels were delivered to the site, the entire building was erected in seven working days, shaving months off the building schedule. Another measure taken to ensure the on-time delivery of the project included off-site painting, glazing, waterproofing, and installing hardware and locks of more than 200 doors needed in the building. Instead of a week to install the doors, all were done in two days.

The Energy Star Rating building includes daylight harvesting, LED lighting throughout the exterior and interior of the building, and a very high R-value. The lighting is integrated into a web-based lighting control system and adjusts automatically to the outside light. The building also has one of the largest installations of porous pavement and underground stormwater retention in southern Maine.

PROJECT DETAILS

LOCATION

South Portland, ME

SIZE

| 88,000 SF

COMPLETION DATE

2019

SUSTAINABILITY

Energy Star rated building
Daylight harvesting
LED Lighting throughout
High R-value
Underground stormwater retention

PROJECT TEAM

Gorrill Palmer



RELEVANT EXPERIENCE AND PROJECTS



MaineHousing

PROJECT DESCRIPTION

MaineHousing, an independent state agency that assists low- and moderate-income families with housing needs, purchased the vacant building to meet their growing needs. Built in the mid-1980s as a data center for a financial institution, the existing two-story building underwent extensive renovations to provide a modern, open-office environment for MaineHousing's 175 employees. The entire 65,000-SF building was completely gutted and updated with all new finishes, as well as new mechanical and electrical systems throughout to bring the building up to code. A new lighting control system was installed, automatically adjusting lighting to outdoor light levels. In order to provide for the addition of an elevator, an existing 13,000-SF section of the building was demolished. The deficient exterior building envelope was replaced with new framing, sheathing and brick, and new large windows and four skylights were added, allowing an abundance of natural light into the offices.

The renovations included adding a new front entrance and welcoming lobby for the public; open-office workspaces, several conference rooms, interview rooms, MaineHousing Board Room, fitness/yoga room, and training room. The second floor features open-office workspaces as well as administrative offices, group meeting rooms for collaboration, additional conference rooms, cafeteria, kitchenette, walk-out patio, and storage areas.

PROJECT DETAILS

LOCATION
Augusta, ME

SIZE
| 65,000 SF

COMPLETION DATE
2019

RELEVANT EXPERIENCE AND PROJECTS



Town of Scarborough Public Safety Building

PROJECT DESCRIPTION

Landry/French provided Construction Management services for the new \$21.5 million public safety building in Scarborough.

The new 53,000-SF combined police and fire station building is designed for a 40-year lifespan and will accommodate the anticipated growth and public safety needs over the next 25 years. Located on town-owned land adjacent to the Town Hall and bordered by US Route 1 and Sawyer Road, the building's layout is shared between departments, creating a more efficient use of the space and fostering communication among the staff. A community room serves as both a training classroom as well as a public meeting room for the community.

Landry/French worked closely with the Town of Scarborough, the Architect, and the owner's representative providing pre-construction services.

PROJECT DETAILS

LOCATION

Scarborough, ME

SIZE

| 53,000 SF

COMPLETION DATE

2019

RELEVANT EXPERIENCE AND PROJECTS



U.S. Department of Veterans Affairs Community-Based Outpatient Clinic

PROJECT DESCRIPTION

Approvals required for the project included a City of Portland Level III Site Plan Approval, along with utility and drainage permitting with landscape and hardscape designs for the proposed public spaces. Site Plan approval required close coordination with City Planning Staff. The historic use of the rail spur required design consideration for environmental conditions be provided. Specifically, the presence of a limited amount of contaminated soil required design coordination to ensure compliance with State regulations and permit conditions. The public right-of-way of West Commercial Street serves as a major utility and transportation corridor that serves the Portland Old Port and part of South Portland. This required close coordination and attention to detail to ensure the requirements of all stakeholders were met. Offsite improvements for the development included travel way shifting and inclusion of a two-way center turn lane and bike lanes on each shoulder as well as a 10' wide shared-use path on the entire project frontage. Gorrill Palmer's multi-disciplinary team of planners, engineers and transportation specialists was ideally suited to lead the design, engineering and permitting of this urban development project.

PROJECT DETAILS

LOCATION

Portland, ME

SIZE

| 70,000 SF

COMPLETION DATE

Active

SERVICES PERFORMED

Engineering
Site Design
Approvals and Permitting
Transportation

RELEVANT EXPERIENCE AND PROJECTS

Riverside Street Area

PROJECT DESCRIPTION

Gorrill Palmer has provided specific site design and permitting work within the Riverside Street area of Portland:

SECOND TEE BUSINESS PARK, 1039 RIVERSIDE STREET, PORTLAND, ME

GP provided site design and permitting for the original design of Second Tee Business Park and subsequent development of numerous lots within the Park. Original civil design and permitting of 18.74 acre lot for commercial subdivision/site development – Second Tee Business Park. The project included redevelopment of an existing building and multiple new structures; paving and parking area; utilities improvements; and stormwater management systems. Ongoing work included design and permitting of multiple units based upon tenant need for over a 10 year period. This included infrastructure improvements, relocation of boundary lines, driveway relocations, and improvement to stormwater management design for redevelopment.

RELOCATION OF SUBURBAN PROPANE FACILITY, 636 RIVERSIDE STREET, PORTLAND, ME

GP provided design and permitting for proposed relocation of the Suburban Propane office, storage and distribution facility from Thompsons Point to the Industrial Business park on Riverside Street.

RIVERSIDE STREET SANITARY SEWER, PORTLAND, ME

GP designed approximately 5,500 linear feet of gravity sanitary sewer main and appurtenant structures which included deep trenches and directional drilling service installation for the City of Portland. The work included coordination with City Officials and Department of Public Works.





RELEVANT EXPERIENCE AND PROJECTS

DESCRIPTION

Haley Ward is a 100% employee-owned technical consulting firm offering a wide range of engineering, architectural, environmental, and surveying services focused upon delivering client-based solutions. Founded as CES, Inc. of Brewer, Maine, our company evolved into Haley Ward in 2020 to better represent our increasing size, reach, and service portfolio.

U.S. DEPARTMENT OF VETERANS AFFAIRS CBOC, PORTLAND, ME

Services: Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Site Development Environmental Media Management Plan, Maine DEP Beneficial Reuse Permit, Maine DEP Voluntary Response Action Program, Post Construction Environmental Media Management Plan.

STATE OF MAINE, DEPARTMENT OF HEALTH AND HUMAN SERVICES AND MAINEPERS, AUGUSTA, ME

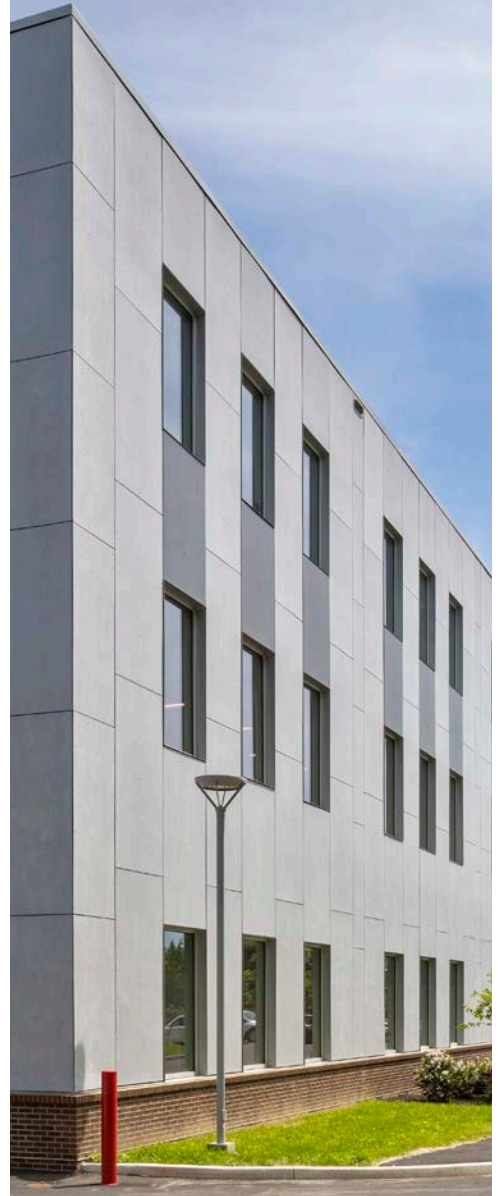
Services: Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Remedial Action Plan, Remedial Action Report, Maine DEP Voluntary Response Action Program, Post Construction Environmental Media Management Plan.

YORK COUNTY COURTHOUSE, BIDDEFORD, MAINE

Services: Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Remedial Action Plan, Remedial Action Report, Maine DEP Voluntary Response Action Program.

WALDO COUNTY COURTHOUSE, BELFAST, ME

Services: Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Remedial Action Plan, Remedial Action Report, Maine DEP Voluntary Response Action Program, Post Construction Environmental Media Management Plan.



RELEVANT EXPERIENCE AND PROJECTS

DESCRIPTION

The Summit Geoengineering Services (SGS) design team maintains diverse experience and technical knowledge in the civil engineering industry with expertise in soils and foundation engineering.

PORTLAND HOUSING AUTHORITY, BAYSIDE ANCHOR, PORTLAND, ME

This project consisted of the construction of a 4-story wood framed building with a footprint of 9,000 SF. SGS work on the project consisted of performing test borings at the site. The borings revealed a deep soft clay deposit. The building layout resulted in the need for a deep cut at one side of the building and a thick fill at the opposite side. To realize the utilization of conventional spread footings, preloading of the clay was necessary. SGS designed the preload and monitored the settlement. The building was successfully constructed on conventional spread footing foundations.



RAISE-OP HOUSING COOPERATIVE/CITY OF LEWISTON, LEWISTON, ME

The project consists of the construction of a 9-unit residential building at privately owned and City owner property in Lewiston, Maine. SGS work consisted of excavating test pits to characterize the existing fill soil and drilling borings to characterize the deeper native soil deposits. The test pits revealed existing foundation remains, trash, and a large barrel. The borings revealed soft clay. Despite these challenges, SGS was able to recommend conventional spread footings, saving our client significant costs for an alternative foundation system.



AVESTA MULTIFAMILY HOUSING, PORTLAND, MAINE

This project includes the construction of a new 5-story apartment building with a footprint of approximately 12,500 SF. SGS completed a series of test borings at the site to determine the most economical foundation type. The key challenge was the presence of a thick layer of soft silty clay in one corner of the site. Using a creative approach of minimizing the fill within the building footing and using shallow frost protected foundations, the building will be constructed on conventional spread footing foundations.



SALVATION ARMY ADULT REHABILITATION CENTER, PORTLAND, ME

This project consisted of the construction of a new dining hall building addition to the existing facility. SGS performed a series of test borings at the site and provided recommendations for design and construction of the foundations for the addition. The subsurface conditions consisted of urban fill over soft silty clay. Based on our explorations, testing, and analyses, SGS recommended that the building foundation be "floated" on the soft clay soil. This was accomplished by the use of local ground improvement and the recommendation for a 1,500 PSF allowable bearing capacity.

SECTION 3

| FINANCIAL CAPABILITIES AND COST ARRANGEMENT

Financial Capabilities and Cost Arrangement

FINANCIAL CAPABILITIES

FD Stonewater has a long track record of executing creative and successful financing strategies with optimal terms and pricing for federal, state, and local government tenants. The following narrative details FD Stonewater's financial strength and is supplemented by the firm's net worth statement as well as letters of reference from potential lenders for this project.

We have also included a proposed lease structure for the City of Portland Homeless Service Center and provided fees for the scope of services outlined in the RFP.

Additionally, we have included an annual estimated cost for the facility with ongoing insurance, maintenance, and operating expenses. Our proposed Property Manager, Boulos Asset Management, has provided a detailed outline for the operations and maintenance approach for this facility.

FINANCIAL CAPABILITIES OVERVIEW

Principals of FD Stonewater hold, or have previously held, an ownership interest in more than seventy-five special purpose entities owning real estate assets, more than twenty-five of which are associated with properties occupied by federal, state, and local government entities and agencies. FD Stonewater has over \$1 Billion dollars of financial structuring experience on new developments for government tenants in both large and small requirements. Sample completed projects include a 100,000 square foot build-to-suit headquarters for the State of Maine Department of Health and Human Services (DHHS) in Augusta, ME; a 151,000 square foot Federal Bureau of Investigations (FBI) Regional Headquarters on the Mercer University Campus in Atlanta, GA; and a 160,000 square foot United States Coast Guard Sector Command Headquarters on the municipality-owned grounds of the Corpus Christi International Airport in Corpus Christi, TX. Each one of these successful transactions featured a unique financial structure that was tailored to the distinct needs of the government tenant, the project, the existing capital market conditions, and the ownership and operational desires of the project stakeholders, both public and private. For the City of Portland requirement, we will dovetail our unique and robust financial experience with the objectives of the City to develop a customized and – most importantly – executable financing structure.

Sponsorship backing the FD Stonewater entity is exceptionally strong, with FD Stonewater principals – all of whom are investors in the entity – possessing the necessary capital to stand up to a completion guarantee of a project this size and considerably larger. The principals of FD Stonewater represent an aggregate personal net worth of more than \$105 million with immediate available liquidity in excess of \$20 million. Assets currently held by the investor group total more than 2.4 million square feet of completed and operating commercial property worth over \$450 million in combined value. In addition, current FD Stonewater projects under development total more than 1,700,000 square feet with over \$630 million in construction costs. The aggregate net worth of the individual partners is amplified by the availability of equity from our variety of capital partners (institutional and high-net-worth), which affords sufficient ability to financially perform under this requirement. FD Stonewater approaches every transaction in earnest, and we manage our partner relationships and obligations with great respect in our ability to execute. This thoughtful approach to our business, combined with the financial strength of FD Stonewater, ensures that all organizational resources will be utilized as necessary to successfully fulfill our commitment to the City of Portland.

FD Stonewater has a long track record of executing creative and successful financing strategies with optimal terms and pricing for our tenants. Through the formation of well-organized and focused

offerings distributed to a defined group of prospective lenders and investors – including banks, institutional investors, alternative asset funds, and high-net-worth individuals – our proposed financing structures will inevitably result in the lowest cost of capital available to deliver the project. Most importantly, this enables our team to offer the most competitive terms. With over four thousand government transactions under our belt, we have the technical and financial acumen to structure a variety of creative strategies that meet the needs and goals of all project stakeholders. Two distinct potential scenarios involve traditional bank debt with a lender who is nationally active in the government space and securitized bond financing, both of which are described below:

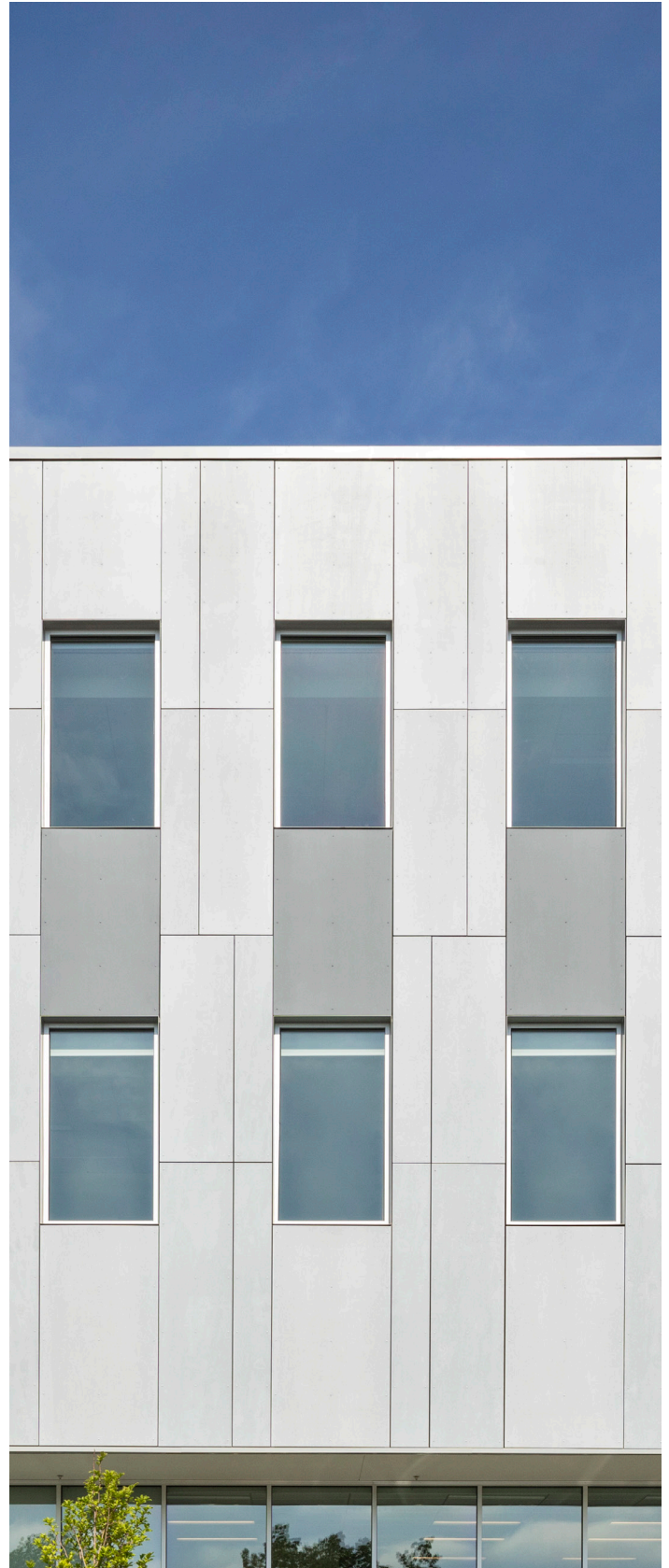
TRADITIONAL BANK DEBT

In the traditional bank debt scenario – which will be underwritten in our financial pro formas – the project capital will be made up of equity provided by the ownership and its capital partners, combined with third-party first mortgage debt. FD Stonewater has numerous long-standing relationships with banks that are well versed with governmental entity leasing and have the capacity to provide the debt financing for a project with the specific requirements and nuances of this product type. Based upon our experience with our funding relationships, we have identified the following terms for the project that are very much achievable when we bring the financing of the project to the greater market. The loan amount will be approximately 75% of loan to cost. As security, the lender will require a first priority deed of trust and first security interest on/in subject property and improvements thereon together with an assignment of leases and rents. At completion of construction and upon occupancy, amortization would begin with a 30-year schedule.

SECURITIZED BOND FINANCING

The secondary financing alternative that we are pursuing in parallel with traditional bank debt is securitized bond financing. This approach is to leverage the creditworthiness of the tenant (i.e. City of Portland) to give investors comfort in the tenant's ability to fulfill its obligations under the lease, despite the fact that the debt is not on the tenant's books. As such, the financing could be structured as a private placement offering to institutional investors, such as life insurance companies and pension funds seeking long-term, fixed-rate debt investments. These investors eagerly lend for 20-year and 30-year terms with back-ended amortization at attractive rates with higher-than-normal leverage when compared to traditional bank debt. The net effect of increased leverage is lower overall cost of capital, and those savings can be utilized to offer more attractive deal terms to the City of Portland.

Depending on the needs and goals of the City, tax-exempt bond structures could be explored as a third option as well. Ultimately, the primary objective of the FD Stonewater process is always centered on creating a competitive financing environment whereby multiple investors and lenders compete for the financing. This fosters the most aggressive terms and pricing, which ensures that the project has multiple sources of capital to consider. Our track record of successfully delivering analogous development projects on-time and on-budget qualifies FD Stonewater as a "safe choice" in the capital markets, which significantly increases our options for financing. One of FD Stonewater's key strengths is our ability to creatively structure the financing for the City of Portland using our experience and understanding of each available capital market solution. Through a robust understanding of the financial nuances regarding government-related transactions, FD Stonewater can ensure that this project is financeable. Regardless of the structure of the project, we will fully address all capital market implications and maximize all options possible to ensure the project's feasibility for the City.



Financial Net Worth Statement

April 27, 2021

To Whom It May Concern

Re: FD Stonewater LLC
David Alperstein
Joseph Delogu
Richard Mann
David Stade
Jeffrey Toporek
Claiborne Williams
Andrew Schwartzman
Chad Habeeb
Thomas (Owen) Burke
Benjamin Dineen

Dear Sir/Madam:

I am the Managing Principal and Chief Financial Officer (CFO) for FD Stonewater LLC. The FD Stonewater partnership is made up of the 10 individuals listed above ("FD Stonewater Principals") and as CFO I am intimately familiar with all of their financial affairs.

Based upon information that is made available to me in connection with preparation of both business and personal tax returns, as well as other business, tax and financial planning documentation, the combined net worth of the FD Stonewater Principals is in excess of \$105,000,000 with immediately available liquidity in excess of \$20,000,000.

Additionally, in the last ten (10) years, I can attest that neither any partner nor the firm itself has filed for bankruptcy and is not currently in bankruptcy.

Should you have any questions or require additional information, please do not hesitate to ask.

Very truly yours,



David E. Alperstein
Managing Principal

Lender Reference Letters

April 27, 2021

Karen C. Marston
Assistant Purchasing Manager
Finance Department
City of Portland, Maine

**RE: RFP #21041
City of Portland, ME
Homeless Service Center**

To Whom it May Concern:

Bostonia Partners LLC ("Bostonia") is pleased to extend this letter of interest in support of FD Stonewater in submitting a proposal for the development of the new Homeless Service Center for the City of Portland, ME.

Bostonia has a long and successful track record of financing buildings leased to departments and agencies of federal, state, and local governments, including the State of Maine. We approach each opportunity with the goal of structuring the project financing to provide the most efficient execution and cost of capital and would do the same for this project. Our unique approach to structuring securities for introduction into the capital markets has resulted in a great many transactions with FD Stonewater and their vision for this project aligns with the type of projects Bostonia prefers to lend on.

Please note that this letter is not a financing commitment and Bostonia will need to conduct further due diligence prior to presenting any commitment of funds proposal.

We look forward to working with the development team and the City of Portland in bringing this new and important facility online as quickly as possible. If I can be of any further assistance, please feel free to call me at (617)716-8255.

Very truly yours,

BOSTONIA PARTNERS LLC



Anita Molino, President

Bostonia Partners LLC
101 Federal Street, Suite 1900, Boston, MA 02110
www.bostonia.com

Lender Reference Letters



April 23, 2021

Karen C. Marston
Assistant Purchasing Manager
Finance Department
City of Portland, Maine

**RE: RFP #21041
City of Portland, ME
Homeless Service Center**

To Whom It May Concern:

United Bank is pleased to extend this letter of interest in support of FD Stonewater in submitting a proposal for the development of the new Homeless Service Center for the City of Portland, ME.

United Bank has conducted real estate business with FD Stonewater for many years on several high-profile commercial development projects for federal, state, and local government agencies. We have complete confidence in the company's management, operations, and financial capabilities. Based upon this successful longstanding relationship and our knowledge of the team's financial strength and project delivery capabilities, United Bank would welcome the opportunity to work with FD Stonewater on financing this important project for the City of Portland.

Please note that this is not a commitment to lend. The Bank's approval and commitment of financing for this project would remain subject to our completion of the project due diligence and loan approval by the appropriate Bank approval authorities. Such review can be accomplished promptly upon the award of the project.

Should you have any questions, please contact me at 703-623-1975, or you can e-mail me at David.peterson@bankwithunited.com.

Very truly yours,

David H. Peterson

David Peterson
Senior Vice President
United Bank

United Bank Commercial Lending, 1700 K Street NW, Suite 750, Washington D.C. 20006

PROPOSED LEASE STRUCTURE

FD Stonewater has a long track record of executing creative and successful financing strategies with optimal terms and pricing for our tenants. Through the formation of well-organized and focused offerings distributed to a defined group of prospective lenders and investors – including banks, institutional investors, alternative asset funds, and high-net-worth individuals – our proposed financing structures will ultimately result in the lowest cost of capital available to deliver the project. Most importantly, this enables FD Stonewater to offer the most competitive terms to the City of Portland. With over four thousand government transactions under our belt, we have the technical and financial acumen to structure a variety of strategies that meet the needs and goals of all project stakeholders.

Two distinct potential scenarios involve securitized bond financing and traditional bank debt with a lender who is nationally active in the government space. Depending on the needs and goals of the City of Portland, tax-exempt bond structures could be explored as a third option as well. Traditional bank debt is almost certainly understood, but through securitized bonds the financing could be structured as a private placement offering to institutional investors, such as life insurance companies and pension funds seeking long-term, fixed-rate debt investments. These investors eagerly lend for 20-year and 30-year terms with back-ended amortization at attractive rates with higher-than-normal leverage when compared to traditional bank debt. The net effect of increased leverage is lower overall cost of capital, and those savings can be utilized to offer more attractive deal terms to the City of Portland.

PROPOSED LEASE STRUCTURE

Our proposed lease structure is a 30-year ground lease between the City of Portland (ground-lessor) and FD Stonewater (ground-lessee). Concurrent to the 30-year ground-lease, the City of Portland and FD Stonewater will enter into a Leasehold Improvements lease contract, where the City leases the improvements from FD Stonewater for a term of 30 years. Upon completion of the 30-year lease term, the City of Portland will assume ownership of the leasehold improvements for a purchase price of \$1.00.

Annual rental rate will be NNN (net of all operating expenses, utilities, and insurance, etc.). Please see operating budget provided by Boulos Asset Management provided in our proposal. The payment options of services are to be determined (i.e., City of Portland to pay direct, or the City to reimburse the Landlord, etc.)

PROPOSED PROJECT BUDGET AND RENTAL RATE

We estimate the project costs to be between \$325.00 - \$425.00 per square foot, depending on final specifications, applications,

and whether or not Furniture Fixtures and Equipment (FF&E) are included in the overall budget and paid for by the landlord. Below are our assumptions based on the proposed size of the facility, the range of project costs, and the development yield.

Our current proposed budget for the project is \$18,694,105.00 yielding a rent of \$1,112,500.00 *(which would roughly be a 4.32% interest rate for the 30-year term).*

Below is a breakdown of the proposed rental rate on the low end and high end of per-square-foot costs:

- **Rental Rate = \$325 PSF x 50,000 SF x 5.95% yield = \$966,875.00**
- **Rental Rate = \$425 PSF x 50,000 SF x 5.95% yield = \$1,264,375.00**

Again, we estimate project costs to be in that range dependent on final specifications, applications, and whether or not FF&E are included in the overall budget paid for by the landlord.

Additionally, please refer to the Preliminary Budget Estimate received from our Construction Manager, Landry/French Construction, for the RUBB Building Systems solution.

FD Stonewater has a tremendous amount of experience and expertise in structuring financing for analogous projects to meet the needs of our government partners. We can explore a variety of lease structures for this project and we will bring the lowest cost of capital to any scenario, making us a “safe choice” to deliver this facility for City of Portland. We are flexible and creative, and we pride ourselves on being fair and transparent throughout the process. Ultimately, the primary objective of the FD Stonewater process is always centered on establishing a competitive financing environment whereby multiple investors and lenders compete for the financing. This fosters the most aggressive terms and pricing, which ensures that the project has multiple sources of capital to consider. Our track record of delivering equivalent development projects on-time and on-budget qualifies FD Stonewater as a “safe choice” in the capital markets, which significantly increases our options for financing. One of FD Stonewater's key strengths is our ability to creatively structure the financing for the City of Portland using our experience and knowledge of each available capital market solution. Through a robust understanding of the financial nuances regarding municipal government-related transactions, FD Stonewater can ensure that this project is financeable. Regardless of the structure of the project, we will fully address all capital market implications and maximize all options possible to ensure the project's feasibility for the City of Portland.

PROPOSED FEES FOR SERVICES

PROGRAMMING

Our team will provide a complete and final functional program for the new Homeless Service Center. This phase will include initial project cost estimates. Additionally, our team will facilitate meetings with the City's Health and Human Service Division to ensure all program requirements have been captured and integrated into the design.

Working together with all project stakeholders, the team will use the initial functional elements, relationship diagrams, and preliminary plan provided in the RFP document as a guide for developing a complete functional space program for the new Homeless Service Center, as well as to inform design decisions that enhance the potential to assist recovery.

DESIGN

A comprehensive programming process will inform the subsequent design for the Homeless Service Center. The conventional design process (Schematic Design through Construction Documentation) will build upon the decisions made during the programming and concept phases. The design process will be open and inclusive of all key stakeholders as established through the previous programming phase, with monthly meetings with the Homeless Service Center Committee. We will ensure requirements associated with the City of Portland Planning Board's Major Site Plan Review are complete.

Our design process will balance the human scale considerations with facility and community scale impacts working cohesively across all building design, engineering, and site layout disciplines.

Deliverables will be aligned with the requirements set forth in the RFP, and major design submissions will be made in conjunction with detailed cost estimates.

ADMINISTRATION

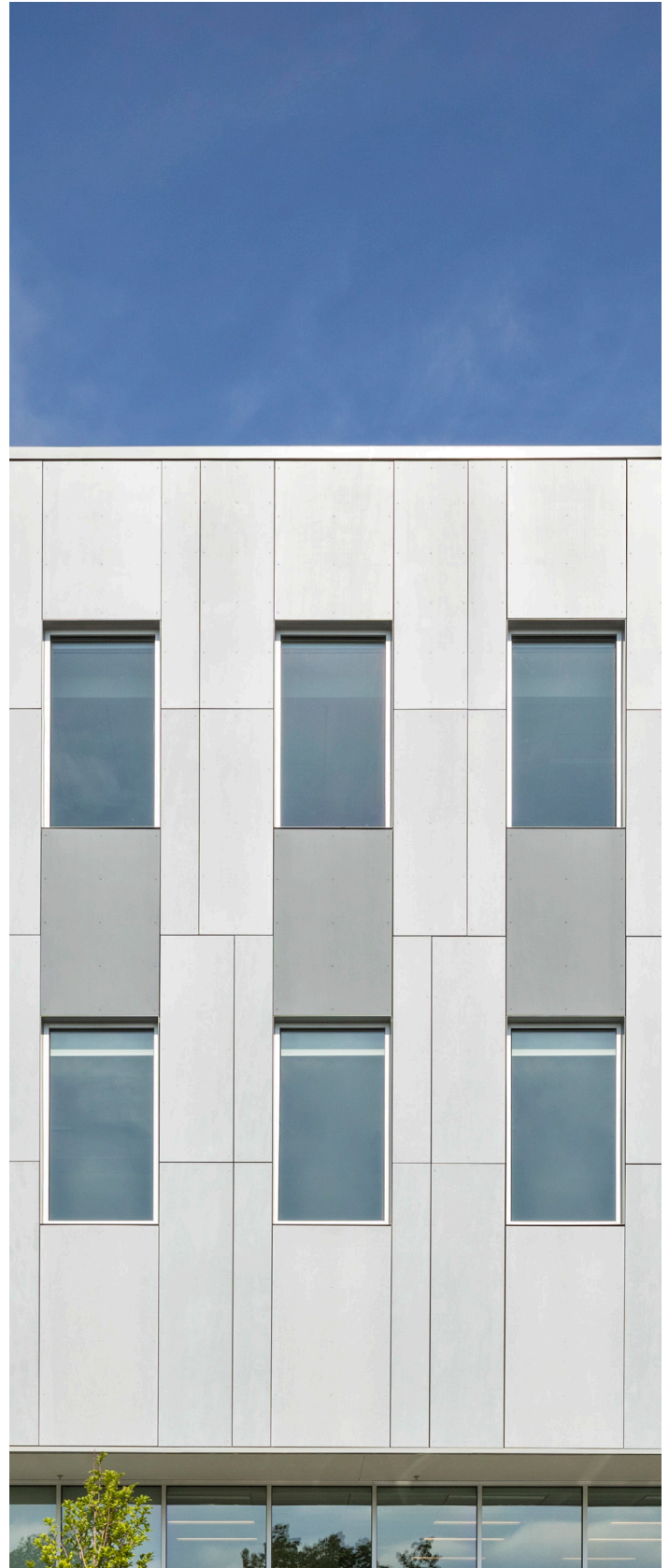
Our team will provide inspection, supervision, and design support services during building construction and continuous on-site administration for the duration of the pre-occupancy period.

PROPOSED FEES

Below are the proposed fees for the scope of services in the RFP:

\$1,100,000.00 for 75% design

\$1,550,000.00 for 95% design



Financial Capabilities and Cost Arrangement

OPERATIONS AND MAINTENANCE APPROACH

Boulos Asset Management is Northern New England's largest real estate management company. Headquartered in Portland, Maine, Boulos Asset Management ("BAM") manages approximately 5,000,000 square feet of commercial real estate. Our portfolio consists of office, industrial, retail and corporate facilities throughout Maine and New Hampshire. The largest component of our business is multi-tenant office properties. We employ 50 full-time personnel throughout New England.

In addition to managing conventional commercial assets, BAM manages properties for a national accredited non-profit organization that provides mental health and educational services for children, adolescents, adults and families, and for one of southern Maine's largest Community Action Agencies. Combined, these two portfolios consist of over 37 active homes serving children, 22 homes serving their adult programs, and 7 schools.

The following Property Management Approach narrative offers a detailed outline for BAM's operations and maintenance approach for this important facility. BAM has also provided a preliminary project budget for facilities operations and maintenance.



PROPERTY MANAGEMENT APPROACH

The Boulos Asset Management team's objective is to deliver unequalled real estate services and to function as a seamless extension of the development team.

WHO WE ARE

Boulos Asset Management is Northern New England's largest real estate management company. Headquartered in Portland, Maine, Boulos Asset Management ("BAM") manages approximately 5,000,000 square feet of commercial real estate. Our portfolio consists of office, industrial, retail and corporate facilities throughout Maine and New Hampshire. The largest component of our business is multi-tenant office properties. We employ 50 full-time personnel throughout New England.

In addition to managing conventional commercial assets, BAM manages properties for a national accredited non-profit organization that provides mental health and educational services for children, adolescents, adults and families, and for one of southern Maine's largest Community Action Agencies. Combined, these two portfolios consist of over 37 active homes serving children, 22 homes serving their adult programs, and 7 schools.

OUR APPROACH

We understand the value of customer service and tenant retention. Our commitment to servicing tenants is an advantage we bring to each management assignment. Our management program emphasizes total satisfaction with the leased premises.

A proactive approach to overseeing building operations allows us to seamlessly manage building services for our clients. BAM managers and personnel are trained to identify areas within their properties and portfolios that can be changed to enhance the property's operating efficiencies and reduce overall operating expenses. As a result, BAM has developed a reputation for providing the highest level of service to clients and tenants, while at the same time, controlling costs.

In addition to managing the daily operations of each property, we also provide other expertise. With our extensive tenant and property network, we are able to keep an eye on trends in the market. Sharing this knowledge with our clients enables them to make more informed decisions.

OUR TEAM

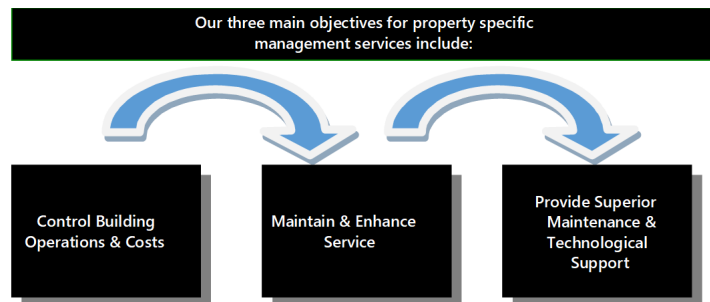
We recognize that people are the key resource in real estate management. The management team is comprised of individuals that have been chosen for their combined breadth of knowledge

and experience in the Greater Portland market. Core team members specifically assembled for this assignment include:

- Morris Fisher, President
- Brian Brooks, Director of Property Management
- Carl Trottier, Real Estate Manager
- John Field, Real Estate Manager
- Rick Donald, CPA, Chief Financial Officer

BAM will ensure prompt response to tenant and building needs. As Real Estate Manager, we will be your day-to-day contact for all management related issues. We will oversee the daily management and operations of the property. Additionally, the Real Estate Manager will oversee budgeting, fiscal management, tenant relations, and vendor service management. Executive oversight will be provided by Amy Booth, Senior Vice President. Her role will be to direct the preparation of the business plans consistent with the property operations strategy. Our team will work with the Owner to increase the overall satisfaction with the property.

PROPERTY MANAGEMENT SERVICES TO BE DELIVERED



CONTROL BUILDING OPERATIONS AND COSTS

BAM attempts to balance the goals of achieving optimum operating cost efficiencies with the objective of providing the highest possible level of service. In order to find equilibrium between these frequently conflicting goals, We undertake a variety of steps when reviewing properties. These steps include:

- Evaluation of the service level expectations of the client, including a baseline audit conducted immediately upon retention.
- Analysis of existing leases, receivables, and tenant relationships.
- Assessment of operating expenses and opportunity for tenant billings.
- Evaluation of each contracted service to determine its effectiveness and cost compared with the marketplace.

- Review of the existing budget and comparison of budget to actual performance, including comparing costs against BOMA standards and other benchmarks, including similar facilities and properties in the CB Richard Ellis and client portfolios.

Our managers and personnel are trained to identify areas within their properties and portfolios that can be changed to enhance the property's operating efficiencies and reduce overall operating expenses. As a result, BAM has developed a reputation for providing the highest level of service to both tenants and owners, while at the same time controlling costs.

MAINTAIN AND ENHANCE SERVICE

When it comes to customer service, BAM employees share a simple philosophy: creating value for our client is our most important responsibility. An integrated, creative, dedicated service approach allows us to exceed the expectations of both owners and users of real estate.

A comprehensive tenant relations program is critical to the success of any asset. A key factor in determining tenant satisfaction is the timely and constructive response to service requests. The basics include periodic surveying of tenant satisfaction as well as routine analysis and reporting of complaints and requests. We will develop a Building specific user guide for tenants and coordinate tenant move-in programs.

PROVIDE SUPERIOR MAINTENANCE AND TECHNOLOGICAL SUPPORT

BAM has made a commitment to provide its managers with high-quality maintenance and technological support. We employ the use of Micromain Maintenance Program, a web based work order system that ensures follow through and completion of maintenance tasks.

In addition, the following services provide invaluable information and support for our assignments:

ACCOUNTING

BAM has assembled a solid team of accounting professionals for the property. With decades of diversified property management accounting experience and a thorough understanding of office properties, we will ensure the integrity of your financial information. One of the cornerstones of a successful corporate real estate services firm is the ability to provide timely, accurate and flexible information to clients in a format that is customized to meet their needs. At BAM, we take great pride in our financial services capabilities. BAM has the ability to establish a report/accounting package that aligns with your reporting requirements.

BUDGETING

Budgeting is one of the most critical functions performed throughout the year for our managed properties. The budget is a road map for the tenants and the owner. Annual budgets are typically zero-based budgets, where the Real Estate Manager and Accountant work as a team, identifying the costs to support the property from the ground up. We will prepare an annual operating budget that includes income and expense sections and a capital expenditure budget. The budget will contain line-item detail with backup on each revenue, expense and capital account.

TRANSITION

Our transition approach includes implementation of numerous interrelated activities coordinated to provide a smooth startup of property management operations for the tenants, vendors and ownership. This approach is based upon prior experience with similar buildings.

To perform an effective transition of the property, the following steps will be performed including:

- Consult with the client and conduct a comprehensive evaluation of the requirements for day-to-day operations, reporting, information systems, contracted services, and personnel required for the project.
- Interview and evaluate the vendors that would be servicing the properties and make recommendations to the client.
- Initiate management operations in an efficient and orderly manner so building services are provided seamlessly.
- Communicate regularly with the client and tenants on all pertinent matters.

SUMMARY OF SPECIFIC MANAGEMENT SERVICES

TENANT RETENTION

An important aspect of managing commercial real estate is tenant satisfaction with the property. We understand the importance of maintaining lines of communication with all tenants and responding to their needs. The following will be key components of our management assignment:

- Periodically meet with all tenants to assess their satisfaction with the property.
- Address tenant concerns and maintenance calls in a professional and timely manner.
- Keep tenants informed of the property status, particularly any improvements or enhancements that make the property more attractive.

LEASE ADMINISTRATION

Our goal with regard to lease administration will be to maximize rent collection through understanding of each lease and the professional management of the leases as follows:

- Performance of a complete inventory of each leases and preparation and maintenance of lease abstracts for each tenant.
- Collect rent and other funds due from tenants.
- Calculate and bill common area maintenance charges.
- Monitor and address delinquent accounts.

BUILDING OPERATIONS AND MAINTENANCE

BAM has extensive experience in the management and operation of all property types. We believe in a proactive approach to property management. Over the past twenty years, we have established a solid reputation with the vendor community, allowing us to provide our managed properties with the highest level of care and attention. The following is a list of the services we will provide:

- Complete inventory of all mechanical, electrical and plumbing systems, to document existing building components
- Coordinate and secure contract for janitorial services, trash removal, exterior window cleaning, light bulb changes and other miscellaneous services.
- Operate and maintain parking facilities. Procure bids and secure contracts for exterior site maintenance and snow removal, including mowing, landscaping, and grounds maintenance, snow removal/salting/sanding/shoveling.
- Establish and monitor maintenance contracts for building mechanical systems, including HVAC systems, elevators and fire alarm/life safety systems. Enforce any service guarantees or warranties on equipment.
- Perform regular inspections of the property and make recommendations for general maintenance and repair items. Inspect vacant units and ensure that all vacant space is in marketable condition.
- Provide twenty-four hour emergency maintenance including "On-call" service for regular and emergency maintenance requests.
- Review and monitor operating expenses on a regular basis. Formulate and implement recommendations that will reduce operating costs.
- Solicit competitive bids for all work to be performed
- Supervise repairs and maintenance to the interior and exterior of the buildings.

REPORTING

BAM will maintain complete operational and financial records. All reports will be computer generated using Skyline Property Management Software and Micromain. We believe it is important to provide accurate and timely reporting. The following is a list of our standard reports:

- Monthly statement of operations and balance sheet.
- Compilation of an annual operating budget.
- Monthly budget variance report comparing actual performance to budgeted performance with an explanation of any significant variance.
- Commercial rent roll with the following information: tenant name, space occupied, lease term, base rent, scheduled escalations and operating expense reimbursements.
- Monthly delinquent rent report and aging of rents receivable.
- Narrative management summary on a monthly basis detailing operational and administrative issues, including tenant issues and major maintenance items. This will include a summary of work orders and service calls and the status of open items.
- Lease abstracts updated when lease terms change or new tenants are secured.
- All report formats are flexible and can be tailored to each individual owner's preferred format.

Operating Expense Budget 2021														
		2021												
		Total	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
R/E Taxes		\$ 98,445.50	\$ -	\$ -	\$ 49,222.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,222.75	\$ -	\$ -	\$ -
R/E Taxes Total		\$ 98,445.50	\$ -	\$ -	\$ 49,222.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,222.75	\$ -	\$ -	\$ -
Insurance		\$ 12,622.52	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -
Insurance		\$ 12,622.52	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -	\$ 3,155.63	\$ -	\$ -
Personnel Costs														
Billable Hours		\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Personnel Costs Total		\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Building Cleaning														
Billable Hours		\$ -												
Personnel Costs Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Repair & Maint.														
Ceiling Tiles		\$ 600.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Trash Removal		\$ 16,200.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00
Roof Repair/PM		\$ 1,500.00	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
Misc. Supplies		\$ 350.00				\$ 150.00					\$ 150.00		\$ 50.00	
Misc. Painting/Repairs		\$ 1,200.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Pest Control		\$ 1,500.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Bldg Repairs & Maint Total		\$ 21,350.00	\$ 1,625.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,150.00	\$ 1,500.00	\$ 1,550.00	\$ 1,500.00
Electrical Repair & Maintenance														
Electrical Repairs		\$ 3,120.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
Pole Lights/Bulbs		\$ -												
Generator Maintenance/Inspection		\$ 3,500.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Electrical R&M Total		\$ 6,620.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 1,260.00	\$ 260.00	\$ 260.00	\$ 2,760.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
Plumbing Repair & Maintenance														
Plumbing Repairs		\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Grease Trap		\$ 1,440.00	\$ 360.00			\$ 360.00			\$ 360.00			\$ 360.00		
Pump Station Cleaning		\$ 800.00							\$ 800.00					
Backflow Preventer Annual Test		\$ 200.00					\$ 200.00							
Plumbing R&M Total		\$ 4,840.00	\$ 560.00	\$ 200.00	\$ 200.00	\$ 560.00	\$ 400.00	\$ 200.00	\$ 1,360.00	\$ 200.00	\$ 200.00	\$ 560.00	\$ 200.00	\$ 200.00
HVAC Repairs & Maint.														
HVAC PM Contract		\$ 10,400.00	\$ 2,600.00			\$ 2,600.00			\$ 2,600.00			\$ 2,600.00		
HVAC Repairs		\$ 600.00					\$ 300.00					\$ 300.00		
HVAC Repairs & Maint Total		\$ 11,000.00	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	\$ 300.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ 2,900.00	\$ -	\$ -
Snow Removal														
Snow Removal Contract		\$ 38,100.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00							\$ 6,350.00	\$ 6,350.00
Snow Removal Total		\$ 38,100.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,350.00	\$ 6,350.00
Grounds Maintenance														
Landscaping Contract		\$ 12,900.00					\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00		
Sweeping		\$ 1,500.00					\$ 1,500.00							
Stormwater Management Area Maintenance/Reporting		\$ 5,500.00						\$ 5,500.00						
Grounds Maintenance Total		\$ 19,900.00	\$ -	\$ -	\$ -	\$ -	\$ 3,650.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ -	\$ -
Parking Lot Rep & Maint														
Pot Hole Repairs		\$ -												
Paving		\$ -												
Crack Sealing		\$ -												
Striping		\$ 850.00					\$ 850.00							
Catch Basin Maintenance & Repair		\$ 1,500.00							\$ 1,500.00					
Fire Access Road Maintenance		\$ 3,500.00				\$ 3,500.00								
Parking Lot Rep/Maint Total		\$ 5,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 850.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Security														
5 Year Obstruction Testing		\$ -												
Quarterly Sprinkler Testing		\$ 800.00			\$ 200.00			\$ 200.00			\$ 200.00			\$ 200.00
Fire Alarm Inspection		\$ 1,750.00							\$ 1,750.00					
Fire Alarm Monitoring		\$ 600.00							\$ 600.00					
Phone Lines		\$ 720.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Security Total		\$ 3,870.00	\$ 60.00	\$ 60.00	\$ 260.00	\$ 60.00	\$ 60.00	\$ 260.00	\$ 2,410.00	\$ 60.00	\$ 260.00	\$ 60.00	\$ 60.00	\$ 260.00
Electricity														
Building		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electricity Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel														
Building		\$ -												
Fuel Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Sewer														
Common Area		\$ 465.00					\$ 465.00							

Operating Expense Budget 2021														
		2021												
		Total	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
	Fire Hydrant Inspection	\$ 250.00					\$ 250.00							
	Stormwater	\$ 8,100.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00
	Water/Sewer Total	\$ 8,815.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 1,390.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00
Management Fees		\$ 37,867.56	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63
	Management Fees Total	\$ 37,867.56	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63	\$ 3,155.63
Capital Improvements														
	CAPEX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Capital Improvements Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ 281,280.58	\$ 19,441.26	\$ 13,263.13	\$ 62,685.88	\$ 24,028.76	\$ 12,628.13	\$ 12,013.13	\$ 22,328.76	\$ 9,063.13	\$ 60,135.88	\$ 15,478.76	\$ 13,313.13	\$ 13,463.13

SECTION 4

| PROJECT APPROACH AND DESIGN PHILOSOPHY

Project Approach and Design Philosophy

PROGRAMMING AND DESIGN APPROACH

An effective master planning and programming approach - whether for a public facility, an open space, the urban core, or an entire campus - delivers placemaking, resilience, and ultimately, return on investment for communities, institutions, and owners. DLR Group believes listening, 360-degrees of engagement, data-driven analysis, and integrated design ensure an implementable vision to optimize built and natural resources, land use, and partnerships. Planners across our studios link the client mission with sustainable outcomes while maximizing opportunities for learning, living, playing, and protecting.

Homeless centers, temporary housing, and affordable housing are a growing need in the U.S. and around the globe. DLR Group brings a keen understanding of the needs and drivers of public entities and developers, experience navigating local and state planning and code requirements, and the ability to express the personality of neighborhoods and communities at the micro level. We successfully deliver temporary housing, affordable housing, high-rise housing and high-density housing for sale and for rent, as well as housing for students, veterans, seniors, and myriad other clients, all specific to their program needs.

SMRT is nationally recognized for the innovative design of safe, functional, durable, and efficient facilities, including transitional housing for correctional systems and mental/behavioral healthcare facilities. We provide needs assessments, feasibility studies, and programming and design services for new and renovated facilities of all scales and programmatic needs.

We design evidence-based rehabilitative environments that promote healing and support the well-being of residents. Creating safe, secure, healing environments for residents and staff is SMRT's first objective in behavioral health design. The needs of this population are often under met, both in terms of quality of existing space and quantity of beds available. Whenever we have the opportunity to improve the environment of care for these residents, we know that we are making a difference in their lives and the lives of the families and staff who care for them.

Facilities servicing society's most vulnerable populations fall in the center of SMRT's mission and specialty expertise. Projects like the Portland Homeless Service Center combine our deep experience in transitional housing, trauma informed environments, municipal buildings, and the intricate design of healthcare and behavioral health spaces.

The following narrative outlines our team's programming and design approach based upon our understanding of the City's Homeless Service Center project. Additionally, we have included a preliminary Project Schedule at the end of this section.



PROGRAMMING AND DESIGN APPROACH

PROJECT UNDERSTANDING

The City of Portland is requesting proposals for developers to own and lease to the City a Homeless Service Center that can help address the homelessness crisis in Greater Portland. As members of the local community, we understand the long road the City has endured to bring this critically important project to fruition. We expect a high level of interest from many stakeholders and appreciate the close lens that will be focused on the project and the high level of scrutiny that entails.

The solicitation includes an initial preliminary plan with defined function elements to drive a comprehensive programming process and subsequent design under this contract. The FD Stonewater team will provide the required combination of expertise and experience in trauma-informed transitional housing, flexible educational/programming spaces, and an efficient Health Clinic. We understand the desire for a calm trauma-informed environment and the requirements of a durable and maintainable, long-term, high-quality building.

The causes of homelessness are very complex and play into a number of structural factors and individual circumstances.

Architecture has often gone hand in hand with a sense of social responsibility and desire to improve society through the built environment. Although it is impossible to “solve” homelessness by architecture alone, conscious and thoughtful design can play a critical role in helping individuals who are experiencing homelessness heal and recover, adding to the first step in facilitating transitions to more permanent housing.

To better serve housing-vulnerable Portlanders, this project intends to provide a state-of-the-art Homeless Service Center with a capacity to accommodate up to 200 adult guests in a supportive and emotionally safe environment. In addition to basic necessities such as food, showers, laundry, telephones, and temporary shelter, a big focus of this project is providing shelter residents with access to a wide range of services that will maximize the clients’ potential for success. These include, but are not limited to, health and mental health care, substance abuse treatment, employment and housing assistance, peer support, and case management.

UNIQUE ISSUES SURROUNDING HOMELESSNESS

More than half a million people are considered homeless in the United States. On any given night, around 200,000 of them are unsheltered, sleeping in parks and cars and on sidewalks in cities and towns across the country. Women and children represent the fastest growing groups of homeless population.

Homeless people face unique physical and psychological needs. According to available research, oftentimes, people experiencing homelessness have been subjected to at least one form of mild or major trauma, with some suffering the effects of cumulative traumatic experiences lived in childhood or throughout their lives, which also includes events precipitating or leading up to homelessness. The vast majority of people who experience homelessness also experience at least one psychiatric disorder. Mood disorders, psychotic disorders (i.e., schizophrenia and bipolar disorder), and post-traumatic stress disorder (PTSD) have all been found to be over-represented amongst adults experiencing homelessness.

Despite these figures, the impact of trauma on a homeless person’s health and well-being has not been generally considered when designing a shelter or providing services and care needed to address the specialized needs of trauma survivors. Although shelters may have trauma-informed trained staff, the environment and physical surroundings of the many homeless shelters that have come online in the past couple of years are not trauma-informed. To make them work in favor of the homeless clients that use them, homeless shelters must be standardized in environmental design, and higher standards of care must be brought forth moving forward. Acknowledging the trauma histories of service users, Trauma-Informed Care and Trauma-Informed Design are key elements in transforming today’s homeless shelters into places where people can heal, thrive, and progress towards future self-sustainability.

TRAUMA-INFORMED CARE (TIC)

For the last few years, service providers have been shifting towards a trauma-informed approach when working with unhoused people and others with unstable or otherwise troubling backgrounds. The increasing need for TIC shelters responds to the increasing recognition of the pervasiveness of traumatic stress among people who are homeless, or who are at risk of homelessness, and the need to eliminate many of the reasons why people languishing on the streets refuse to live in a shelter.

At a minimum, trauma-informed services aim to provide an increased sense of safety and strive to avoid any re-traumatization of their service users. Within the practice literature, being trauma-informed requires that every aspect of service delivery be mindful of the trauma histories of service users.

TRAUMA-INFORMED DESIGN (TID)

Beyond the types of behavioral health and social services required to contribute to the development of psychosocial stability and strengthen pathways to recovery, the types of structures where people are housed, and the built environment, also have a direct impact on

healing and recovery from homelessness.

Trauma-informed design is an extension of the trauma-informed care practice, emerging from the social work and psychology fields. TID is rooted in the belief that an unfriendly, institutional-like physical environment with features such as clinical-looking spaces, sterile corridors, locked bedrooms, metal bed frames, cold floors, and dark rooms can be triggering for people with a history of trauma. As such, TID pays attention to the details, exploring ideas for built environments that can aid in recovery from the trauma experienced by people, including overall aesthetics, artwork, colors, furnishings, lighting, and spatial layout.

TID PRINCIPLES

One of the best practice models, the Substance Abuse and Mental Health Services Administration (SAMHSA) model¹, provides three “R” principles of trauma-informed design. These principles provide actionable guidance intended to help preserve people’s dignity and personal control in the physical environment by:

- **Realizing** how the physical environment effects [sic] an individual’s sense of identity, worth, dignity, and empowerment
- **Recognizing** that the physical environment has an impact on attitude, mood, and behavior, and that there is a strong link between our physiological state, our emotional state, and the physical environment.
- **Responding** by designing and maintaining supportive and healing environments for trauma-experienced residents or clients to resist re-traumatization.

In addition, SAMHSA’s design guidelines and recommendations for trauma-informed design focus on 1) aesthetics; 2) spatial layout; 3) visual interest; 4) color; 5) furniture; 6) lighting/daylighting; 7) plants; and 8) art. The intent of each principle is briefly discussed below²:

1. **Aesthetics** - Numerous studies have shown that aesthetics have a profound effect on the mood and well-being of occupants. Facilities need to be aesthetically pleasing – not institutionally sparse. An agency that is perceived as pleasant, beautiful, well kept, above average, neat, calming, efficient, etc., is considered more professional, believable, and offering a higher level of customer service than one which is perceived as disorganized, unpleasant, etc.
2. **Spatial Layout** - How space is laid out can have a significant impact on an individual’s perception of space and have a profound impact on mood and behavior. If space is perceived as open, with clear sightlines and few barriers, it will increase the sense of safety as well as that of “spatial availability,” which mitigates perceived sense of crowding. Simple, linear, and easy to navigate space is calming.

3. **Visual Interest** - Regularity, detail, similarity, an appropriate quantity of objects, the symmetry and regularity of their arrangement, and coherent variations in color and contrast can serve as a distraction from perceived crowding and stress. On the other hand, too much visual complexity can increase stress and anxiety.
4. **Color** - It is well documented that color affects mood and task performance. The use of soothing, lighter paint colors are perceived as more open, less crowded (“spatially available”), and thus safer and more calming. Avoid deeply hued warm/arousing colors (i.e. red, orange, yellow) in confined spaces to help reduce negative emotions, such as feelings of crowdedness.
5. **Furniture** - Arrangement of furniture needs to be considered for how it affects residents’ sense of safety, perceived crowdedness, and relationship to staff. Sitting face-to-face across a desk or table may be perceived as confrontational, whereas sitting corner to corner invites conversation and interaction. Allowing residents to rearrange a chair or other small pieces of furniture enhances their sense of control and independence.
6. **Lighting/Daylighting** - Quality of light impacts mood and behavior. Rooms with more natural light appear less crowded and reduce stress and discomfort. Rooms with window space (even if blinds are closed) can make a space appear less crowded and more spatially available. Giving residents control over task lighting, such as a reading lamp, enhances their sense of independence and autonomy.
7. **Plants** - Plants perform an important biophilic function by connecting occupants to the natural world, which has been found to reduce stress and pain and to improve mood. Research shows that settings that include vegetation reduce stress, promote peace and tranquility, enhanced self-esteem, and provide a sense of mastery of the environment. Views of nature and landscape paintings, as well as indoor plants, are all associated with increased positive affect and comfort.
8. **Art** - Use of art can create a visual distraction that alleviates stress and improves mood, comfort, and customer satisfaction. Attention should be paid so that the art does not convey meaning or symbolic significance that would generate or arouse negative feelings.

As important as the features of the physical interior, research also shows the positive impact that the exterior of the shelter’s facilities – such as landscaping, gardens, and courtyards – can have on the most common physical and mental health issues within the homeless population. A well-designed garden offering a variety of seating options and activity arrangements (from walking to contemplation to horticulture therapy and reading) and incorporating a calm water

element in the landscape stimulates the senses while promoting peace, tranquility, self-esteem, and other positive therapeutic effects.

PROJECT APPROACH

PLANNING AND DESIGNING WITH THE NEEDS OF THE SHELTER CLIENTS AND SHELTER STAFF IN MIND

Understanding how the physical environment affects an individual's sense of identity, worth, dignity, and empowerment is essential to planning and designing supportive and healing environments for trauma-experienced shelter clients.

Evidence shows that many homeless persons:

- Are not willing to live in large warehouse or dormitory-like spaces for long periods of time with many people they do not know.
- Do not want to live in an open setting with little or no privacy day after day, including lack of privacy while using restrooms and showers. Instead of one large open plan, breaking up space in smaller sleeping pods enhances the overall sense of privacy along with safety. Additionally, the use of visual buffers such as partitions, screens or curtains can help create a sense of privacy.
- Do not want to live in a facility that offers little room for movement.
- Are concerned that personal possessions will be stolen due to very limited space with locks to store personal belongings.
- Have fears of contracting infectious diseases from others.

Meeting the shelter client's most basic needs for safety, privacy, comfort, and self-expression – an approach not typically seen as front and center in serving the homeless – can provide a strong foundation for beating addiction, overcoming destructive patterns, and increasing the chances to exit homelessness permanently. In addition, conscious, thoughtful design can also have an impact on shelter staff.

PLANNING/PROGRAMMING ACTIVITIES

Working together with all project stakeholders, the team will use the initial functional elements and preliminary plan provided in the RFP document as a guide for developing a complete functional and space program for the new Homeless Service Center, as well as to inform design decisions that enhance the potential to assist recovery.

The following tasks will be performed during the planning and programming phase to complete the scope of services detailed in the RFP. Some tasks can occur simultaneously, while others will require input from the client before moving forward.

KICK-OFF MEETING / VISIONING SESSION

Starting a project can be as important as finishing one. Refining our understanding of the City's objectives for the project will ensure our team's final work product speaks to the entirety of the City of Portland's needs. Therefore, prior to beginning the planning process, the team will kick off the project with an introductory session with the key City stakeholders and service providers, as identified by the City, to align our understanding of the project with that of the City. The kick-off meeting should occur within the first week of the project and will be followed by an interactive visioning session with a wide range of stakeholders.

The focus of this visioning session is to facilitate a discussion among participants on sharing ideas and insights on issues related to:

- Vision and aspirations of this project
- Functions to be included and desired operations
- Levels of care and services provided
- Design preferences and aspirations
- User Consultations

With the assistance of the City, the team will schedule interviews with stakeholders, facility administrators, service providers, and other partner agencies. The purpose of these consultations is to look at the practices of service providers and other agencies that have significant responsibility in meeting the needs of the homeless people, review operational requirements and space considerations in terms of future goals, and gather their reflections and opinions regarding design considerations. Follow-up interviews will be conducted as needed throughout the planning process.

FUNCTIONAL AND SPACE PROGRAM AND RELATIONSHIP DIAGRAMS

The information gathered during the user interviews will be used to develop a functional narrative and detailed space allocation program for those elements and functional areas of the new Homeless Service Center identified in the RFP.

FUNCTIONAL NARRATIVE

The functional narrative describes how every functional component of the new Homeless Service Center will function. For each functional area, the functional criteria addresses:

- The intent of the area and any related policy issues that will impact its operation.
- *Hours of Operation:* reflecting the hours of usage for each area.

- *Function/Activities:* a description of what takes place in the area, and what are the sequence of events that occur for this area to function.
- *Access, Supervision, and Circulation:* a description of the security/supervision requirements for the area, including elements such as how the area is accessed; the level of security required, supervision and sightlines; and the degree of movement to and within the several functional areas.
- *User Needs:* will note any particular spaces, design concerns, special equipment, and furnishings to be contained within the functional area.
- *Staffing Requirements:* will describe the types of staff services and areas needed within the new facility.

ARCHITECTURAL SPACE PROGRAM

While the functional narrative describes how each component in the facility will operate, the space program documents all the spaces that are required to meet the intended mission and programmatic objectives. The space program is a list of every space within the functional area and the related square footage requirement for each, illustrated in spreadsheet fashion, based on the operational criteria established in close conjunction with the facility staff and users. Space requirements will be established on applicable industry standards and good operating practice guidelines.

ADJACENCY DIAGRAMS

Adjacency diagrams will be developed to indicate any areas that are functionally related, and therefore should be located immediately adjacent to – or in close proximity to – another functional area in order to operate efficiently. Adjacency diagrams will provide a holistic understanding of the locations of all facility components.

OVERALL FACILITY ADJACENCY DIAGRAM

An Overall Facility Adjacency Diagram will be developed to provide a visual rendition of the relationship amongst all facility functional components, providing a rational building organization that locates functions based on critical adjacency requirements.

FACILITY CONCEPTUAL DESIGN OPTIONS

Facility Concepts provide a visual rendition of functional and space program requirements. They illustrate, in a diagrammatic way, key program elements such as facility “footprint,” configuration of housing areas, height (number of floors) and massing, circulation, and departmental adjacencies.

The development of facility concepts during the programming phase provides several advantages:

- Pre-design concepts serve to “test” the space program by showing its implications in a graphic interpretation that is easy to understand by the users;
- Pre-design concepts provide “dimensional reality” to the program for the purpose of testing the facility layout within the identified project site;
- Pre-design concepts provide a more credible basis for developing a construction budget, beyond that of working from just a programmatic estimate.

Facility concepts should serve to identify the most efficient building configuration. Issues tested during the facility concept stage include proximity of programs and services, organization of spaces for flexibility and efficiencies, supervision, lines of sight, and staffing impact, to name a few. Up to three (3) conceptual design options will be developed and presented in the workshop setting with the City for review and discussion towards the goal of selecting a preferred conceptual option.

The preferred conceptual option will include a summary of objectives and priorities; size and square foot capacity; and a graphically enhanced Site Plan(s) showing “footprints” of the future facility, as well as access roads, parking, natural buffers, and other site features. Additionally, order of magnitude capital cost estimates will be provided for the preferred facility option.

FACILITY DESIGN

The conventional design process, Schematic Design through Construction Documentation, will build upon the decisions made during the programming and concept phases. The design process will be open and inclusive of all key stakeholders as established through the previous programming phase, with monthly meetings with the Homeless Service Center Committee. Deliverables will be aligned with the requirements set forth in the RFP, and major design submissions will be made in conjunction with detailed cost estimates. Our partners on the construction side will be at the table throughout the design process, offering real time cost opinions and constructability guidance to ensure a smooth streamlined design process and reduce the need for ‘value engineering’.

The focus on the City’s planned operational model and an environment guided by SAMHSA and Trauma-Informed Design principles will be supplemented with considerations of initial operating costs in conjunction with building energy use and sustainable material considerations. Our design process will balance the human scale considerations with facility and community scale impacts working

cohesively across all building design, engineering, and site layout disciplines.

PRIMARY DESIGN CONSIDERATIONS

HUMAN SCALE

Designing facilities for the homeless presents a special challenge because of the diversity of the population and the diversity of their experiences and needs. The aforementioned design principles will work to bridge those differences with broad considerations of the needs of the residents and staff operating in this facility. The design of a calming, safe, and comforting environment requires careful attention to detail and a cohesive approach to design. Considerations will include:

- Access to natural light and views of nature
- Color, patterns, imagery, and materials
- Acoustics and sound control
- A calming and comforting environment
- Safety and privacy

Emphasis on privacy, personal space, and choice: Shelter residents must be provided with opportunities to rebuild control and personal independence. Control is often taken away in traumatic situations, and homelessness itself is disempowering, therefore TIC/D emphasizes the importance of fostering opportunities for people to rebuild self-control, empowerment, and a sense of personal agency in dealing with the consequences of trauma exposure. Providing means of personal control in the physical environment (e.g., the ability to rearrange furniture, choices in where/with whom to sit, quiet areas vs. engaged areas, etc.) has great symbolic and psychological significance, as well as practical benefit. Such choices, however, must take into account the need to balance personal independence with the comfort and safety of other residents.

Emphasis on promoting connectedness: We recognize the key role that social connectedness and support play in mediating recovery from the impacts of trauma. The principle of connectedness also relates to the critical role of establishing and maintaining safe and strong relationships between service providers and service users, relationships that are characterized by well-defined roles and boundaries and remain respectful of diversity.

Emphasis on safety: Trauma survivors can feel unsafe, and some are at ongoing risk of experiencing trauma (e.g., victims of domestic violence). Therefore, TIC/D works towards building physical and emotional safety for both service users and providers.

FACILITY SCALE

The overall facility design will respond to these human scale requirements while providing a high-quality environment for a long-term, 24/7 operation. Durability, maintainability, and overall material quality is of the utmost importance. In order to provide an environment conducive to the project goals, the facility will need to appear “new,” clean, and well maintained for the lifetime of the facility. All building systems and assemblies will be designed to work hand in hand to achieve the results of a high quality, efficient building product.

Building Systems: Design and selection of building systems will include a complete evaluation of the life cycle of each major component. Construction cost and anticipated operating cost will be evaluated through **Building Energy Modeling** with cutting edge software tools including Autodesk Insight and Cove.tool. All building systems will be evaluated including HVAC, plumbing, lighting, as well as the potential for on-site renewable energy generation and building enclosure. Interior air quality and the health and wellness of all occupants will be accounted for through our integration of WELL (www.wellcertified.com) building principles. This facility will help the City move toward their ambitious sustainability goals.

COMMUNITY SCALE

This new facility joins a growing, diverse group of buildings, industries, and services in the Riverside Street area of Portland. As a major civic investment, the exterior design and siting of the building will be a critical step in the interaction between the facility and the local neighborhood and community. A welcoming and civic design aesthetic will soften the larger building volumes and negotiate the community and human scale.

Homeless service centers, often stigmatized, can have a positive impact on a neighborhood if thoughtfully and carefully planned. The blend of services for residents of this facility, as well as those living in the surrounding neighborhood, helps to erode those traditional stigmas. The use of well-planned exterior spaces on site, thoughtful building siting, and orientation to the public road will all reinforce the positive impact this facility will have on our community.

Project Approach and Design Philosophy

PERMITTING AND TECHNICAL APPROACH

Gorrill Palmer Consulting Engineers provides civil engineering services and has significant depth of staff designated to perform overall project management, land, municipal and transportation engineering, and design services, as well as an array of technical staff for support of our engineering team. Gorrill Palmer will provide site civil plans, stormwater management design, site plan permitting assistance, traffic assessment, and technical services for the proposed Homeless Service Center at 654 Riverside Street in Portland, ME.

Haley Ward offers a wide range of engineering, architectural, environmental, and surveying services focused upon delivering client-based solutions. Founded as CES, Inc. of Brewer, Maine, our company evolved into Haley Ward in 2020 to better represent our increasing size, reach, and service portfolio. Haley Ward will provide environmental and technical consulting services for the proposed Homeless Service Center at 654 Riverside Street in Portland, ME.

The following narrative outlines the land planning, permitting, engineering, and transportation planning approach for the site, as well as preliminary environmental considerations for the site.



PERMITTING AND TECHNICAL APPROACH

Gorrill Palmer Consulting Engineers provides civil engineering services and has significant depth of staff designated to perform overall project management, land, municipal and transportation engineering, and design services, as well as an array of technical staff for support of our engineering team. Gorrill Palmer will provide site civil plans, stormwater management design, site plan permitting assistance, traffic assessment, and technical services for the proposed Homeless Service Center at 654 Riverside Street in Portland, ME.

The Gorrill Palmer team includes individuals with expertise in land planning and development, traffic studies, municipal engineering, transportation planning and engineering, environmental permitting, and construction observation. Gorrill Palmer's committed staff is well respected for our attention to detail and ability to consistently deliver high quality, innovative, and cost-effective designs to our clients. Our office provides a full scope of services to public and private sector clients for all types of land development projects ranging from municipal, residential, and community design; institutional, commercial, mixed use, and industrial developments; and parks and recreation spaces to streetscapes and civic spaces.

The firm continues to maintain strong relationships with multiple architects, municipal clients, and numerous developers in the region which has led to significant repeat opportunities and the good fortune to work on many of the region's most exciting and successful projects. We have excellent working relationships with regulatory agencies throughout Maine and specifically in Portland. These relationships help us to create an effective approach to securing regulatory approvals. Early identification of constraints, client goals, regulatory agency needs, and stakeholder issues allows us to address problems before they can negatively impact a project. Solid, defensible applications need data and good design to back them up. Gorrill Palmer has in-house expertise and experience in collecting and analyzing data for input to regulatory applications, as well as experienced designers in the traditional civil engineering needs associated with development infrastructure including utilities, drainage and stormwater management, and resource impact mitigation.

Positive, results-driven relationships are a priority for the entire Gorrill Palmer team – relationships with clients, stakeholders, the public, and relationships with the regulatory agencies and groups with whom we work. Managing a project from inception through construction and occupancy while maintaining schedule and budget are fundamental objectives for everyone in the firm, from the Principals down to the support and administrative personnel.

The Gorrill Palmer staff has substantial municipal and residential experience providing site planning, permitting, site design, and site-

related construction services on hundreds of projects throughout the company's 22 years. Gorrill Palmer is very familiar with the City of Portland's permitting requirements and processes having assisted Local developers on dozens of projects, small and large, over the past decade and beyond. Our office has established a very good working relationship with City of Portland staff which we believe provides us with a better understanding of what the Planning Authority requires to streamline permitting within the City. We foresee working with the Planning Authority as the site plan approval process proceeds through one or more workshop meetings, a neighborhood meeting and ultimately a Public Hearing.

Additionally, the Gorrill Palmer and Summit Geoengineering team worked alongside FD Stonewater on the U.S. Department of Veterans Affairs Community-Based Outpatient Clinic in Portland, ME, which is currently under construction. The Gorrill Palmer and Summit Geoengineering team also has specific site design, geotechnical, and permitting work experience within the Riverside Street area of Portland near the proposed site for the Homeless Service Center.

KEY CONSIDERATIONS

From a site design and technical standpoint, key areas of consideration for the site at 654 Riverside Street include the following:

- Site access and safety is paramount. The site design will include safe pedestrian access off Riverside Street as well as safe access for bicyclists. How the site is used and accessed by clientele, Homeless Service Center personnel, and visitors is critical.
- Potential for public transportation access to the site (METRO bus).
- The site topography and slope stability. Geotechnical and geoengineering studies will be important to ensure overall site stability, soils characterization, and provide recommended building footing and foundation design.
- Location of existing utilities (natural gas, water, power) and capacity to service the proposed site.
- Requirements for an onsite wastewater pump station and additional stations needed for waste management.

ENVIRONMENTAL APPROACH

Haley Ward offers a wide range of engineering, architectural, environmental, and surveying services focused upon delivering client-based solutions. Founded as CES, Inc. of Brewer, Maine, our company evolved into Haley Ward in 2020 to better represent our increasing size, reach, and service portfolio. Haley Ward will provide environmental and technical consulting services for the proposed Homeless Service Center at 654 Riverside Street in Portland, ME.

Based on a review of prior environmental investigation documentation, the following potential contaminants of concern were identified for the proposed Homeless Service Center site soil and groundwater: volatile organic compounds, volatile petroleum hydrocarbons, semi-volatile organic compounds including poly-aromatic hydrocarbons, extractable petroleum hydrocarbons, metals, polychlorinated biphenyls, herbicides, and pesticides.

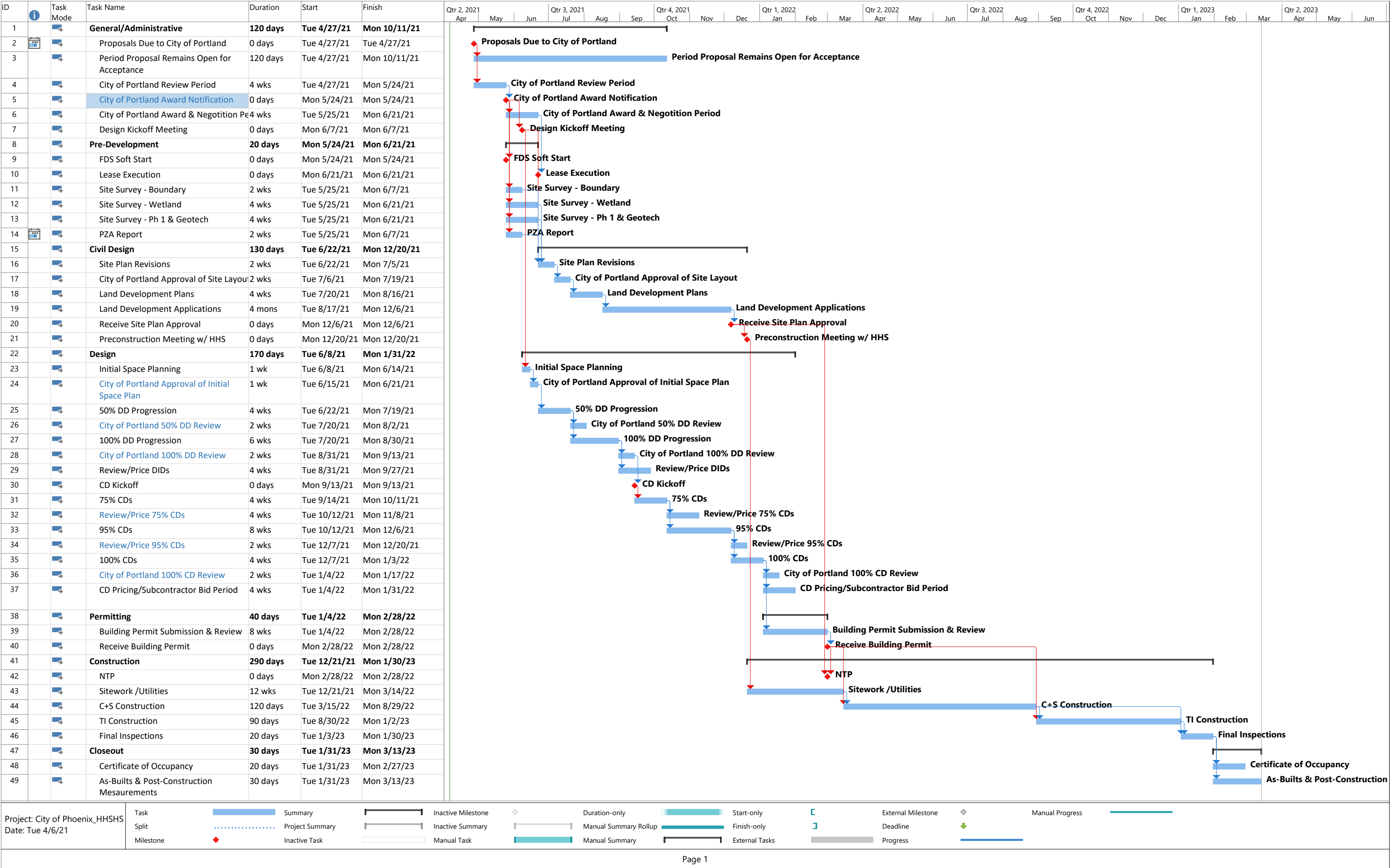
The most recent 2010 Certificate of Completion of Remedial Actions under the Maine Department of Environmental Protection (DEP) Voluntary Response Action Program (VRAP) covers an approximately 40-acre area that includes the 7-acre proposed Homeless Service Center site. The 2010 Certificate of Completion limits future Site use to industrial, commercial, municipal, and other non-residential uses. Recent conversations with VRAP indicate that the proposed Homeless Service Center would constitute a residential use and therefore would require an amendment to the 2010 Certificate of Completion focused on the 7-acre proposed Homeless Service Center site.

Only a limited number of environmental samples were obtained from the 7-acre proposed Homeless Service Center site in support of the 2010 Certificate of Completion. Additional environmental samples including soil, groundwater, and soil vapor would be necessary to fully characterize existing site conditions. To achieve residential use status, the Maine DEP Remedial Action Guidelines (RAGs) would be compared to the laboratory analytical results for the environmental samples. This comparison would provide a basis for residential use risk assessment as well as construction worker exposure risk during the proposed site-specific development activities.

Remedial actions would be determined based on the identification of contaminant exposure risks. Remedial actions may include: containerization and off-site disposal of contaminated media, on-site treatment of contaminated media, relocation of contaminated media to on-site areas not proposed for development, engineering controls including the construction of Maine DEP approved contaminated media cover systems, installation of a sub-slab vapor barrier and/or vapor intrusion mitigation system, institutional controls including prohibiting groundwater extraction for potable use or other human exposure purposes, and other necessary actions.

Application to the VRAP would be made for inclusion of the 7-acre site into the program for residential use and a No Action Assurance (NAA) letter would be requested from the DEP. In response to requirements outlined in the NAA letter, earthwork and construction guidance documents such as a remedial action plan and/or a site development environmental media management plan (EMMP), as approved by VRAP, would be developed and implemented.

Environmental monitoring, field screening, and laboratory analysis would be provided by the developer's environmental consultant for the duration of site development activities. A remedial action report documenting remedial actions taken during site development and a post construction EMMP would be submitted to VRAP along with a request for a Certificate of Completion. It is expected that a Declaration of Environmental Covenant would be required by VRAP to be filed along with other site-specific environmental documents at the Registry of Deeds to create a permanent record for the site.



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Preliminary Budget Estimate: City of Portland – Riverside Homeless Service Center



Rubb Structure

We believe that Rubb structures provide the best value over time. **When factors such as safety, engineering experience, quality of materials, proven durability, and company culture are considered, we believe that Rubb stands out** from its competitors. We believe the total package that Rubb brings to building projects will help ensure a successful, on-time, under-budget and safe completion.

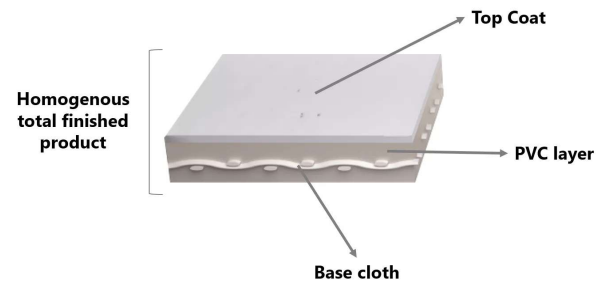


Hot Dipped, Galvanized Steel Frame

Our steel is galvanized **after** the welding process (ASTM A123) to provide a maintenance free structure with nearly indefinite life expectancy. Both the exterior and interior surface of the entire steel frame is galvanized equally.

Our Proprietary PVC material

Rubb structures are clad with a **proprietary 28 ounce per square yard PVC coated polyester fabric**. Our standard roof is translucent white, and our sidewalls are available in a variety of colors. Insulated options are also available.



Built safe, built right.

We have never had a structure built to code fail. Structural design calculations are included with your Rubb building purchase. We're happy to set up a call with our design team and the code official involved with your project to alleviate any concerns. Material test certificates can be provided.

Quote Details

Scope of work:

- ME-Stamped engineered drawing package
- Foundation reactions for Owner to design foundation (including anchor embedment depth)
- Framed openings for doors/windows
- Connector tunnel to office/center buildings
- 20 year extended warranty & service plan (inspection/repairs by Rubb every 3 years)
- Thermohall® insulated cladding
- Anchor bolts and embed templates
- Installation by Rubb crew at **standard wage rates** (non-union/non Davis-Bacon/non-prevailing)

Assumptions:

- All prices in USD
- Use of Rubb standard insurance coverage and Terms & Conditions
- Standard wage rates (non-union)
- Concrete foundation (incl anchor bolt install) by Others prior to Rubb crew arriving for installation
- Some coordination with other trades, but majority of interior/MEP work to be completed after Rubb crew is finished

Exclusions:

- Permits
- Taxes
- All interior build-out
- All MEP work
- Foundation
- Site Preparation
- Foundation design, including anchor embedment depth
- Fire Suppression
- Doors/Windows/Translucent Gable panels by Others

Quote Details (continued)

Estimated Lead Times / Conservative Schedule of Work

- | | |
|---|---------------------------------|
| • Engineering/design time to approval drawings: | • 2-3 weeks per structure |
| • Owner review period: | • 1 week |
| • Shop drawings finalized & issued for fabrication: | • 2 weeks |
| • Fabrication: | • 8-10 weeks per structure |
| • Installation: | • 2 weeks each for 105' & 120'L |
| | • 4 weeks for 240'L |

- *Above engineering lead time represents actual time to engineer the structure. It does not account for backlog at Rubb factory. Engineering will not always commence at time of order, but instead, at the earliest availability in our engineering queue.*

Typical Payment Terms/Milestones:

- 5% design fee to start engineering and produce submittal drawings (plan view, elevations, anchor bolt layout, foundation reactions)
- 25% of project costs billed upon submittal approval
- 50% of project costs billed at time of shipment
- 10% of project costs billed upon completion of steel frame installation
- 10% of project costs billed after customer sign-off & acceptance

Budgetary Estimate

John, Please review the following package for your project, to include:

- Snow Loads (50 psf)
- Wind Speeds (112 mph)
- IBC 2015/ASCE 7-16
- Risk Category (II)
- 12psf min live load
- 3 psf collateral load (to support fire suppression, fans, and lighting)

Day Room - 70'W x 105'L x 13.1'H BVE

	Unit Price	QTY	Total
Rubb Structure (70'W x 105'L x 13.1'H)	\$204,600.00	1	\$204,600.00
Anchor bolts, embed templates, tensioning loops	\$3,150.00	1	\$3,150.00
6" Thermohall® Insulated Cladding	\$78,215.00	1	\$78,215.00
Connector Tunnel to Bathrooms/Laundry	\$17,000.00	1	\$17,000.00
Framed Openings per drawings (3) 6'x7', (3) entry way dormers, (6) window, (1) gable end triangle frame	\$13,850.00	1	\$13,850.00
Estimated Freight	\$800.00	3	\$2,400.00
Non-union Installation* See Installation Service Page	\$74,475.00	1	\$74,475.00
			\$393,690.00

Pricing valid for 30 days

Budgetary Estimate

John, Please review the following package for your project, to include:

- Snow Loads (50 psf)
- Wind Speeds (112 mph)
- IBC 2015/ASCE 7-16
- Risk Category (II)
- 12psf min live load
- 3 psf collateral load (to support fire suppression, fans, and lighting)

Female Dorm – 70'W x 120'L x 13.1'H BVE

	Unit Price	QTY	Total
Rubb Structure (70'W x 120'L x 13.1'H)	\$224,600.00	1	\$224,600.00
Anchor bolts, embed templates, tensioning loops	\$3,420.00	1	\$3,420.00
6" Thermohall® Insulated Cladding	\$86,775.00	1	\$86,775.00
Connector Tunnel to Bathrooms/Laundry	\$17,000.00	1	\$17,000.00
Framed Openings per drawings (3) 6'x7', (3) entry way dormers, (4) window, (1) gable end triangle frame	\$12,550.00	1	\$12,550.00
Estimated Freight	\$800.00	3	\$2,400.00
Non-union Installation* See Installation Service Page	\$81,495.00	1	\$81,495.00
			\$428,240.00

Pricing valid for 30 days

Budgetary Estimate

John, Please review the following package for your project, to include:

- Snow Loads (50 psf)
- Wind Speeds (112 mph)
- IBC 2015/ASCE 7-16
- Risk Category (II)
- 12psf min live load
- 3 psf collateral load (to support fire suppression, fans, and lighting)

Male Dorm - 70'W x 240'L x 13.1'H BVE

	Unit Price	QTY	Total
Rubb Structure (70'W x 240'L x 13.1'H)	\$384,600.00	1	\$384,600.00
Anchor bolts, embed templates, tensioning loops	\$5,580.00	1	\$5,580.00
6" Thermohall® Insulated Cladding	\$155,940.00	1	\$155,940.00
Connector Tunnel to Bathrooms/Laundry	\$17,000.00	1	\$17,000.00
Framed Openings per drawings (3) 6'x7', (3) entry way dormers, (11) window, (1) gable end triangle frame	\$17,100.00	1	\$17,100.00
Estimated Freight	\$800.00	5	\$4,000.00
Non-union Installation* See Installation Service Page	\$137,195.00	1	\$137,195.00
			\$721,415.00

Pricing valid for 30 days

Installation Services

For quoting purposes, we have assumed a Rubb crew can be used with standard labor rates. If prevailing or union labor is required, we must revisit this quote.

We are estimating a total of 2450 man hours or approximately 8 weeks +/- . This estimate is subject to change based on crew size, weather, site layout, available equipment, and more. Upon next steps, we'll establish and provide detailed drawings and plans based on your specific project timeline.



On-Site Rubb Technician - Optional

- Cost to provide a Rubb factory trained technician to assist an Owner-supplied crew is \$950 per day to include room & board.
- Daily rate assumes 10 hours per day.
- Airfare, car rental and misc. transportation costs (i.e. fuel, parking, shuttles) are billed at cost plus 10%.
- Travel days and downtime requiring our personnel to be at your location but not working are billed at \$550/day.

Equipment Requirements

This quote **includes** equipment rental charges. Upon next steps, we'll lay out specific project sequencing.



Note: Rubb technicians are provided to assist with the proper installation of Rubb structures and accessories. Our technicians are experienced personnel capable of suggesting appropriate and proven erection procedures. The technicians are not, however, in a direct supervisory capacity over the installation crew and as such are not responsible for actions of the installation crew or such crew's compliance with applicable safety or other regulations. There are always alternate techniques available when erecting structures and the final responsibility for those decisions must rest with the person responsible for the installation crew. Rubb assumes no liability for the means, techniques or methods used by the installation crew, or for any damage or loss resulting from such crew's actions.

Critical components of a Rubb structure

Frame Design

- Uses segmented trusses that form flat roof and wall planar surfaces. Allows for easy interface with door and mechanical systems. Properly accounts for all design loads and code requirements.
- Uses plate stiffeners at bolted connections to fully develop strength in the joint and properly transfer compressive and tensile forces.



Details

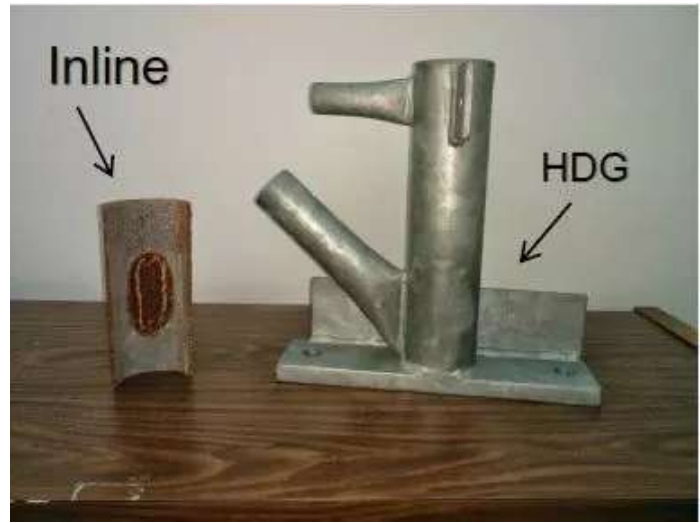
- Proper wind bracing cables (swages, welded lug attachment at node points, correct transfer of forces)
- Tensioning system designed to prevent membrane failure and allow for future adjustments



Critical components of a Rubb structure

Corrosion Protection

- All welded components galvanized to ASTM A123, providing 2.3oz/sqft of zinc protection, inside AND out.
- Nearly indefinite lifespan in most applications



Corrosion Protection

- Competitors typically use pre-galvanized, or inline galvanized steel, which offers 0.6oz/sqft of zinc protection, on the exterior surface only
- This inferior system is cheaper, more commonly used for fence posts, handrails, etc, and can result in premature failure in a structure



What our customers say.



"Over the 20 years since our first Rubb building, our appreciation for the Rubb Product and the Rubb manner of conducting business has grown steadily. Our experience with rented facilities of conventional design has underscored the superior quality of the Rubb product. Rubb is by far more durable and more flexible, with lower maintenance than conventional structures - both heated and unheated. We have standardized with Rubb and look forward to building Rubb VII."

P.D. Merrill | Merrill Industries

"...An exterior that elicits kudos from all who pass by, and an interior of intricate customer and employee friendly design. The service efficiencies and the employee comforts are unequalled in a cargo warehouse."

Jack Paluska | United Airlines

Some numbers we think you'll like.

36

years of
experience

70%

repeat business

0

structural
failures

38

countries, world
wide



FD | STONEWATER

Response to RFP #21041

City of Portland, Maine

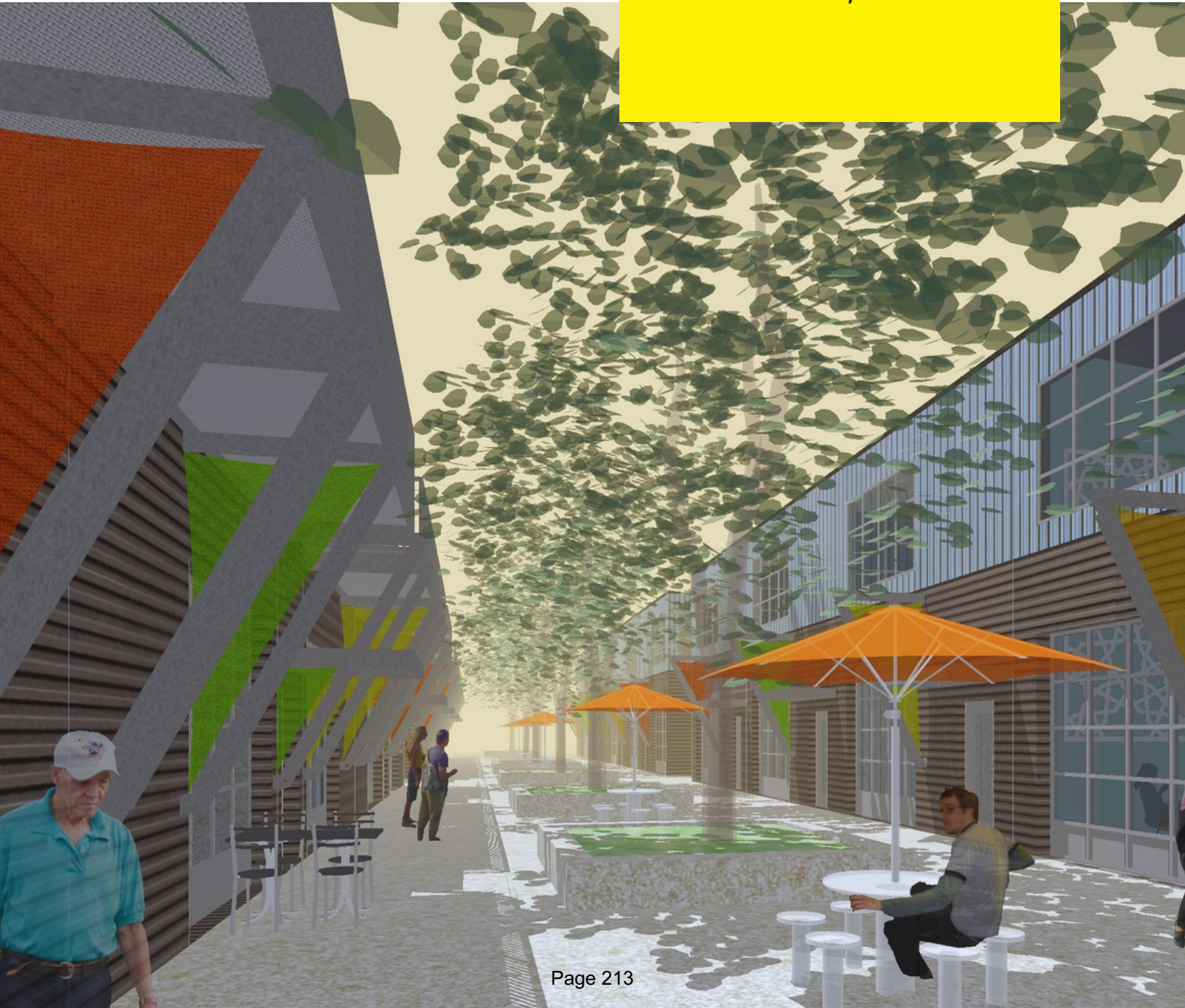
Request for Proposals from Developers
to Lease to the City a Homeless Service Center
at 654 Riverside Street



April 27, 2021

CITY OF PORTLAND
**SHELTER
PROPOSAL**

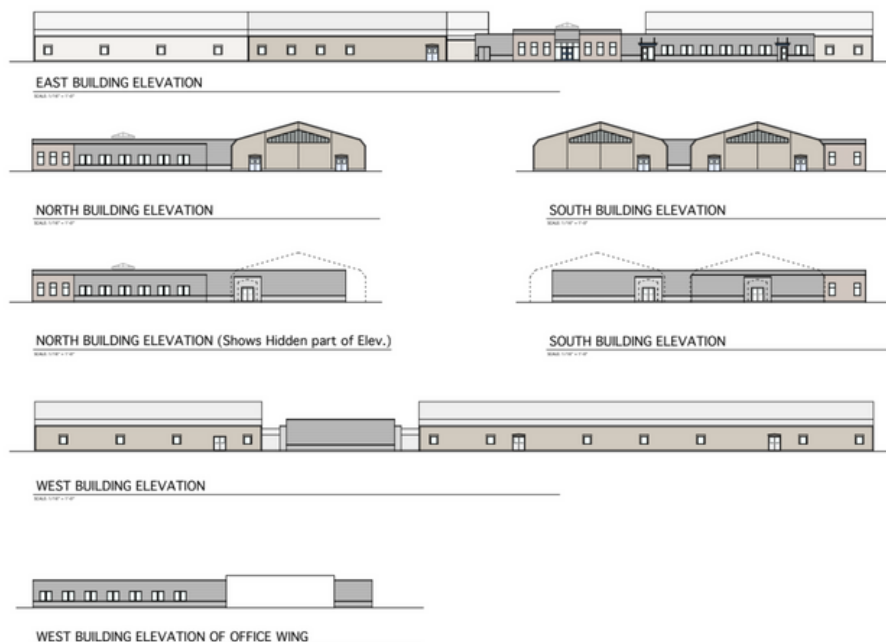
SUBMITTED BY
**FUEGO
BLUE, LLC**



THE FUEGO BLUE PROPOSAL: A NEW R.F.P.



THE CITY OF PORTLAND PLAN



SYNOPSIS

FUEGO BLUE, LLC

Fuego Blue is a Real Estate and Hospitality Company with property at 874 Riverside St.

We are offering up the following as an alternative to the RFP for an emergency homeless shelter.

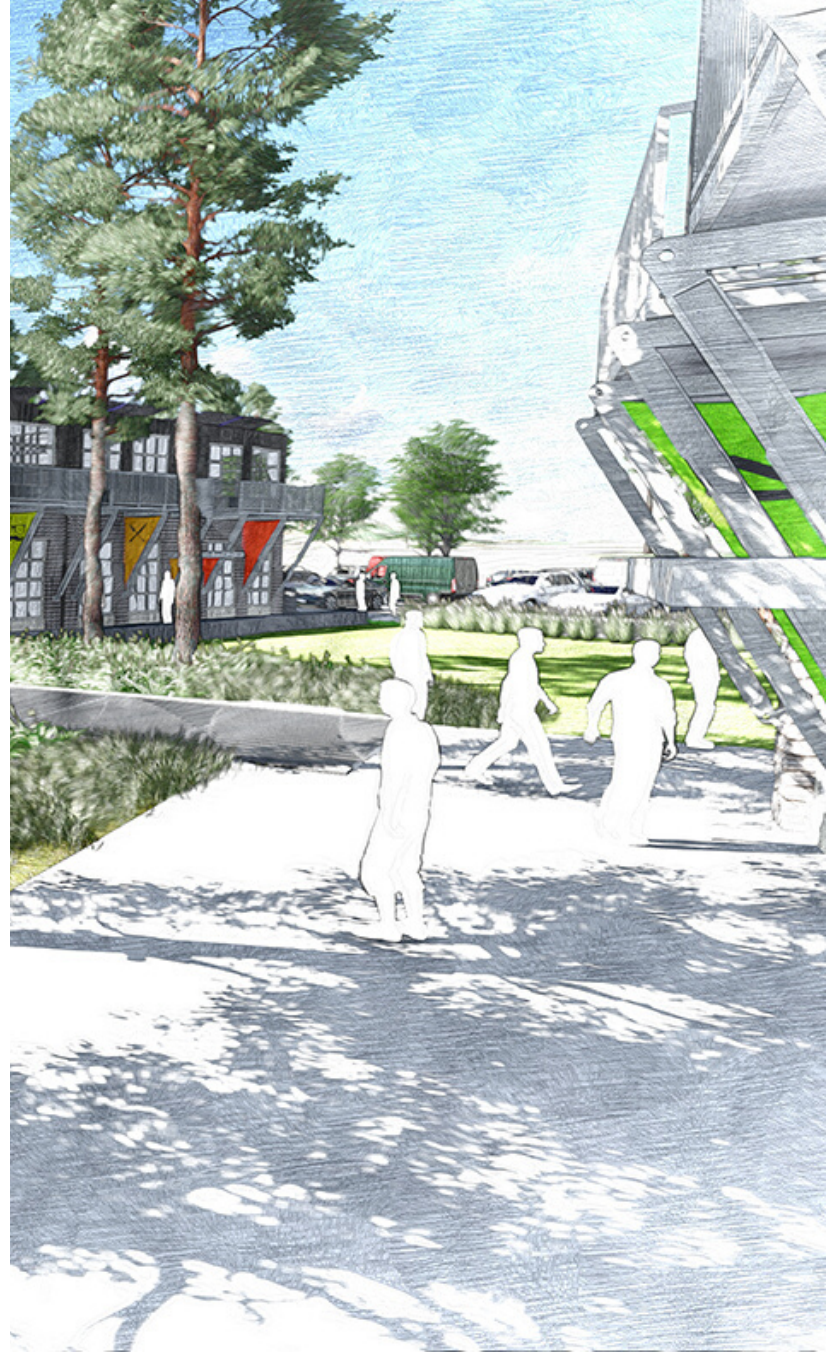
The complete text of our proposal is enclosed.

For more information about Fuego Blue, LLC visit our website fuegoblue.com

OUR THINKING

A NEW R.F.P. IS NEEDED

Previous discussions about the location of the homeless shelter pitted the ideas of one large shelter versus numerous smaller facilities. The main issues were financial and operational. Now, in light of the pandemic, not only are dormitory style shelters a dangerous congregant living environment but funding has completely changed. In this new climate we will have to go to the world of both public and private money. We now have the opportunity to design a better project that will attract the type of money that is looking to invest in creative and innovative solutions to social problems.



That should have been the focus of this RFP. We are proposing that the city become the lead developer in spurring the creation of 1,000 housing units along the Riverside Corridor. There is over 2 million sq. ft. of underutilized land along Riverside St. This includes not only the shelter land at 654 but the three other city owned parcels in the neighborhood: The old trolley park, the 3- hole golf course and the abandoned driving range. **(Maps included in addendum.)**

Those city sites alone can easily accommodate **over 400 units of Gap Housing** without creating any negative effects to the land or to the neighbors. Gap Housing is the missing bottom to our housing market. It is our biggest population and where we have the largest shortage of units. Senior housing, transitional housing, workforce housing, family units for large extended families (new Mainers,) subsidized industrial spaces for startups, housing for teachers, and municipal workers... **This is where the gaps are.**

There are a number of different floor plan models using modular construction techniques that are perfectly suitable for these types of projects. The sizes can range from 180 sf studio to 1000sf for an incubator work space. They are models that can be made larger, smaller, grouped together, in essence the city will have the flexibility to be flexible. These are the types of creative units that the city should be developing. We have to change our thinking from simply surviving to thriving. There is absolutely no reason not to develop pleasant, dignified and attainable housing.

ZONING

The city would have to change the zoning along the Riverside Corridor to B5. The B5 zone already exists in our land use code. It is a zoning district intended to be an area where industrial, commercial and residential uses are encouraged to coexist and that is exactly what is happening all along Riverside.

There is support in the neighborhood for this type of change and the addition of residential, retail and food are exactly what the area needs. The breweries draw over 150,000 people a year to their tasting rooms. They are one of Portland's major economic engines and we should be encouraging the type of support growth needed around these industries which includes housing.

This is the type of re-coding that allows the city to meet so many of its housing goals **and perfectly aligns with the tenets in the comprehensive plan. It would put us in sync with Biden's "American Jobs Plan". 200 billion earmarked for creative housing solutions.**

Finally, we cannot be a serious player in climate change if we don't start to develop new types of neighborhoods that allow people to live and work close by. If we want to reduce our car usage we have to have the necessary population to use public transportation. Imagine bus service running up and down Riverside servicing over 1000 residents and businesses with non-stop service to downtown.

WHAT'S IMPORTANT

Washington Post, April 8th, 2021.

Housing Secretary Marcia L. Fudge on Thursday unveiled nearly \$5 billion in new grants to states and local governments across the country for rental assistance, the development of affordable housing and other services to help people experiencing or on the verge of homelessness.

Fudge said local jurisdictions are best positioned to decide how to use the money. But she said she believes permanent housing should be prioritized over congregate homeless shelters and that the majority of the funding will be used to build as many as 32,000 housing units.

"Shelters are not our answer. We do not want them to build shelters," said Fudge, calling shelters "unsafe as it relates to covid" and unfit for providing people the dignity they deserve.

(See addendum for more information on the Federal Initiative.)





PROPOSAL: FULL TEXT

WHO WE ARE

Fuego Blue is a Real Estate and Hospitality Company with property at 874 Riverside St.

The principals are Ronald Gan and Margaret Edelstein.

For more information please visit our website at fuegoblue.com

We are offering up the following proposal as an alternative to the RFP for an emergency homeless shelter.

OUR THINKING A NEW R.F.P. IS NEEDED

In the original shelter conversation, the model of more, smaller shelters were favored by most, though it was deemed financially unfeasible. The City's choice of the "less expensive" mega shelter model assumed that financing was coming primarily through public sources and it was also determined to be the easiest to manage.

Now, in light of the pandemic, not only are dormitory style shelters a dangerous congregant living environment but public funding has completely changed. In this new climate we will have to use both public and private funding.

We now have the opportunity to design a better project that will attract the type of money that is looking to invest in creative and innovative solutions to social problems. **That should have been the focus of this RFP.**

The ideas we are suggesting are based upon what we believe the city's housing needs are and our ideas should be viewed as a skeleton in the first of a series of replicable projects.

In the simplest of terms, we are proposing that the city develop 4 mixed use/mixed income projects, financed with public and private money on city land that the city of Portland would own and operate.

Besides this site, the other city lands that can accommodate substantial numbers of units are the old trolley park, the 3- hole golf course and the abandoned driving range. **(Maps included in Addendum.)**

Those sites combined can easily accommodate **over 400 units of gap housing** without creating any negative effects to the land or to the neighbors. Gap housing is the missing bottom to our housing market. It is our biggest population and where we have the largest shortage of units.

Senior housing, transitional housing, workforce housing, family units for large extended families (new Mainers,) subsidized industrial spaces for startups, housing for teachers, and municipal workers... **This is where the gaps are.**

We have to move the needle in a big way. Nibbling at the edges has not produced the needed results. We have to have momentum energy. Portland has to become the lead developer in spurring the creation of 1,000 units of attainable housing along the Riverside Corridor.

THE SITE



The 654 site can easily support 100 plus housing units in a well landscaped and wooded environment.

Each unit will have its' own bath, small kitchen, washer and dryer, heat and air conditioning. Those are the needed amenities so people are living in a safe and dignified environment. The units will all front on common courtyards. These units are very flexible and can easily be residential or commercial use.

There are a number of different floor plan models using modular construction techniques that are perfectly suitable for these types of projects. The sizes can range from 180 sf studio to 1000sf for an incubator work space. These are models that can be made larger, smaller, grouped together, in essence the city will have the flexibility to be flexible based upon actual needs. These are the types of creative units the city should be developing.

Units will be available on a sliding scale that the City of Portland will ultimately determine. This project is perfect as transitional housing for people just out of the shelter who are working or who are homeless looking for work and do not require the types of social services usually found in a shelter setting. You cannot be successful in looking for work or going to work, when you are sleeping on the ground or don't have an address.

There are many people who are working, they are not homeless but are forced to pay too much of their monthly income just for housing. Think Service Workers, (hotel, restaurant, breweries), they need less expensive housing. They are exactly one of the groups of people who under circumstances outside of their control can become homeless. **(This is an example of how rent control should work. The city is controlling the rents on their property in perpetuity. This is an opportunity for the city to take control of their real estate and provide for their citizens in a much more meaningful way.)**

Lastly the business and incubator units. Open spaces that can provide new and existing business with space well below the market rate and where there is a potential workforce on site. Think shared makers spaces.

We have to change our thinking from simply surviving to thriving. There is no reason not to develop pleasant, dignified and attainable housing.



HOW TO APPROACH FUNDING

Portland has to present themselves in a different light. We have more resources available to us than most cities. The Riverside Corridor has over two million sq. ft. of underutilized land that is suitable for development. We have to do a better job of marketing our city's resources and assets. We have to realize that we are competing with Westbrook's Roc Row, the Biddeford Mill, and the Brunswick Air Base. Those projects are actively courting Portland residents with lower costs of housing and a friendlier business environment.

First and foremost, we should be thinking of ways to tap into **Biden's American Jobs Plan**. There is proposed over 200 billion dollars for housing solutions and development. We should re-frame how we think of private money, noting the models of Apple, Google and Amazons' housing initiatives. We have to find our own corporate and foundation donors, socially interested funds and individuals with high net worth's. That means having plans and ideas that are relevant, cutting edge and innovative.

In order to be successful, it will require the city to create a new Department of Real Estate and Economic Development. This Department would be staffed with people who are skilled in Real Estate, Finance and Marketing. It is imperative to have a team that knows how to leverage our land assets for the benefit of the entire city.

We have to be on the leading-edge regarding energy and climate related issues and we should align ourselves with the types of individuals and companies that are in the forefront of those initiatives.

ZONING

The city would have to change the zoning along the Riverside Corridor to B5. The B5 zone already exists in our land use code. It is a zoning district intended to be an area where industrial, commercial and residential uses are encouraged to coexist and that is exactly what is happening all along Riverside. Residential is the 3rd largest use, with general office space being the largest.

This is the type of re-coding that allows the city to meet so many of its housing goals **and perfectly aligns with the tenets in the comprehensive plan**. There is support in the neighborhood for this type of change and the addition of residential, retail and food are exactly what the area needs. The breweries draw over 150,000 people a year to their tasting rooms. They are one of Portland's major economic engines and we should be encouraging the types of support growth needed around these industries which includes housing.

If we put our efforts into creating a zoning ordinance that would allow us to design and build Gap Housing our shelter needs would diminish.

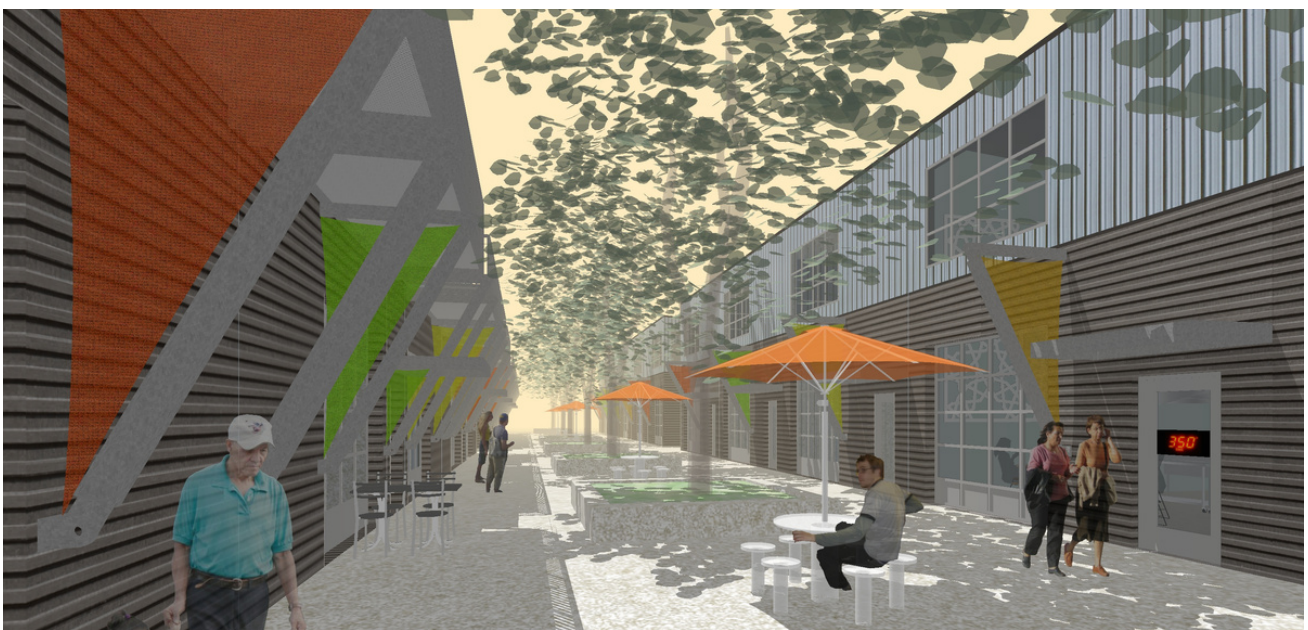
Finally, we cannot be a serious player in climate change if we don't start to develop new types of neighborhoods that allow people to live and work close by. If we want to reduce our car usage we have to have the necessary population to use public transportation. Imagine bus service running up and down Riverside servicing over 1000 residents and businesses with non-stop service to downtown.

WHAT'S IMPORTANT

Washington Post, April 8th, 2021. Housing Secretary Marcia L. Fudge on Thursday unveiled nearly \$5 billion in new grants to states and local governments across the country for rental assistance, the development of affordable housing and other services to help people experiencing or on the verge of homelessness.

Fudge said local jurisdictions are best positioned to decide how to use the money. But she said she believes **permanent housing should be prioritized over congregate homeless shelters** and that the majority of the funding will be used to build as many as 32,000 housing units.

"Shelters are not our answer. We do not want them to build shelters," said Fudge, calling shelters "unsafe as it relates to covid" and unfit for providing people the dignity they deserve.



ADDENDUM

MAPS

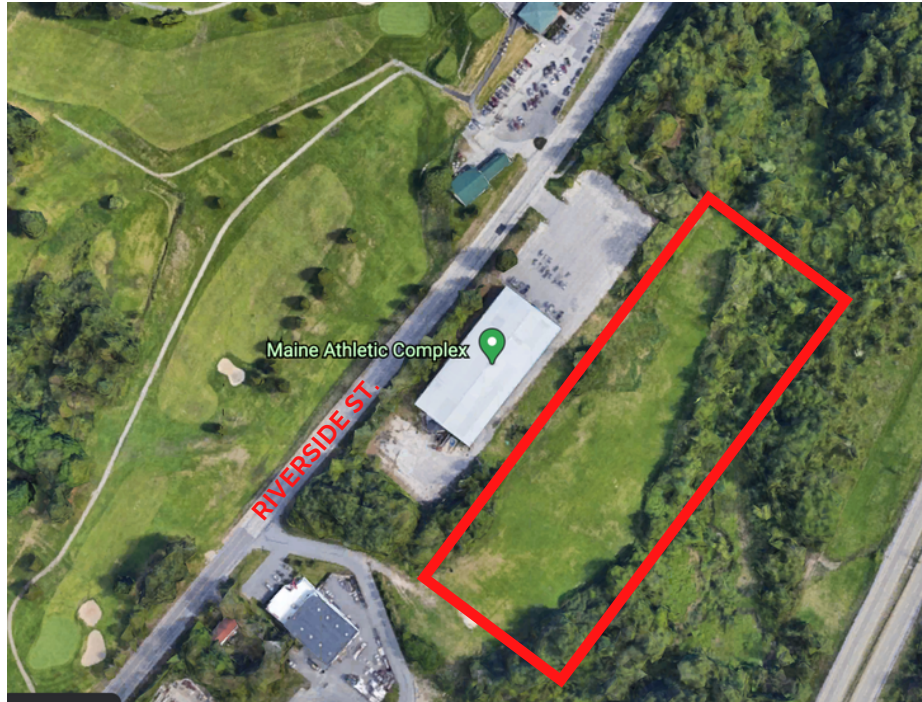
CITY OWNED 3-HOLE GOLF COURSE AT 1000 RIVERSIDE (REAR)



CITY OWNED RIVERTON TROLLEY PARK AT 820 RIVERSIDE ST.



CITY OWNED ABANDONED DRIVING RANGE
AT 1089 RIVERSIDE ST.



CITY OWNED SHELTER SITE AT 654 RIVERSIDE ST.



ADDITIONAL INFORMATION

WASHINGTON POST: HOW BIDEN STIMULUS BILL WILL TARGET HOMELESSNESS

The president wants to get 130,000 people off the street in the next 12 to 18 months.

ABOUT FUEGO BLUE, LLC

CITY OF PORTLAND COMPREHENSIVE PLAN

“Creative and collaborative workspaces are flourishing in the City, providing opportunities to meet the changing needs of the 21st Century workforce. However, sustaining a robust economy calls for Portland to welcome innovation and respond to shifting economic trends. Perhaps the most critical element for the City’s economic future is tapping the nascent energy of current and future entrepreneurs and the many individuals of all skill levels, that contribute to the businesses and organizations that will drive Portland’s economic future.” Portland 2017 Comprehensive Plan.

CITY OF PORTLAND, MAINE

Request for Proposals from Developers to Lease to the City a Homeless Service Center at
654 Riverside Street:
RFP #21041

Current Date: March 2, 2021

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

KAREN MARSTON
ASSISTANT PURCHASING MANAGER

Please note that the attached documents have been added to the Document Center located on the City of Portland's website and can be accessed via the following link located on page 10 of the original RFP document.

<https://portlandmaine.gov/DocumentCenter/Index/85>

Receipt of Addendum No. 1 to the City of Portland's RFP #21041: Request for Proposals from Developers to Lease to the City a Homeless Service Center at 654 Riverside Street is hereby acknowledged.

COMPANY: FUEGO BLUE LLC
NAME: RONALD L. GAN
SIGNED BY: [Signature] DATE: 3-9-21
PRINT NAME & TITLE: RONALD L. GAN MANAGER
ADDRESS: 202 WASHINGTON
Portland 04101
Zip Code

CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

MEMORANDUM

To: Housing and Economic Development Committee

From: Jon P. Jennings, City Manager

Date: May 11, 2021

Subject: Maine Department of Transportation and City of Portland Land Exchange Agreement

I. ONE SENTENCE SUMMARY

The Proposed Land Exchange Agreement between the Maine Department of Transportation (MDOT) and City of Portland will benefit both the State of Maine and the City of Portland.

II. BACKGROUND

In 2018, the Maine Department of Transportation MDOT Commissioner David Bernhardt, at that time, proposed a land exchange between MDOT and the City of Portland. Attached is a copy of MDOT Commissioner Bernhardt's letter to the City Manager. I note that the current MDOT Commissioner Bruce Van Note continues to support this land exchange proposal.

LAND EXCHANGE AGREEMENT OVERVIEW

Properties to be exchanged include the following along with my comments:

City of Portland Properties to Exchange with MDOT

Marine Terminal Property currently leased to the Maine Port Authority. The State of Maine MDOT continues to make major multi-million-dollar investments in the Marine Terminal site and adjacent State-owned properties to support international cargo shipping through Eimskip's operations, along with the proposed cold storage facility. Adding the City-owned property to the adjacent state-owned property make sense for the State and the City.

Cliff Island Wharf. The State owns all public wharfs in Casco Bay. Transferring this responsibility to the State relieves the City of all financial maintenance responsibility for this Wharf in the future.

MDOT Properties to Exchange with the City

Wye Property along County Way. This is a ten-acre site with known environmental issues which City staff feel can be managed to support site development in the future. The City has completed a Phase I Environmental Assessment (ESA), and Phase II ESA work is underway. The environmental assessment work will be completed before the properties are exchanged. Land on the Peninsula of this size is scarce, and it will be valuable for the City to own this property, in the future, to support future municipal uses.

Park & Ride Lot on Marginal Way adjacent to Miss Portland Diner. It is important for the City to own this property in the future. The City's intended future use of this property is to support transportation activities.

Former Union Branch Rail Corridor from Forest Avenue to Park Street, including the railroad bridge, as an improved multi-purpose trail. City ownership and MDOT commitment to construct a multi-use trail will complete a major trail connection throughout the city. In addition, the City is under contract to do design work for the last remaining trail connection between Park Avenue and the Portland Transportation Center.

Equivalent Value

The City and MDOT properties are determined to be of equivalent value so no money will change hands.

"As Is Where Is" Condition

All properties will be exchanged in their present condition.

Due Diligence Period and Property Closing Timeframe

The Due Diligence Period is six (6) months after the date of this Agreement. The Property Closing will be on or before thirty (30) dates after the end of the Due Diligence Period.

III. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approval to exchange properties with MDOT to support the following:

- Transfer of City-owned Marine Terminal Property to the State of Maine
- MDOT construction of the multi-use shared pathway from Forest Avenue to Park Avenue with city property ownership to improve pedestrian mobility in the city along Deering Oaks, Hadlock Field and Expo;
- Future cost savings with not maintaining the Cliff Island Wharf;
- Acquisition of the Park & Ride Lot adjacent to Miss Portland Diner;

- Acquisition of the Northern Wye ten (10) acre site located on County Way to provide options for future City municipal facility investment.

IV. FINANCIAL IMPACT

The properties are considered of equivalent value so no funds are changing hands. However, there will be an annual operating budget impact as the Marine Terminal Property is currently being leased by the State of Maine from the City. The annual lease revenue loss is estimated to be approximately \$145,000 annually (the lease payments are indexed to inflation) beginning in FY23. The lease payments are made on a lagging basis so the payment for FY22 will not be impacted as it relates to the FY21 lease. The \$145,000 loss in revenue represents an approximately \$0.02 increase to the mill rate.

V. RECOMMENDATION

Staff recommends the HEDC recommend approval of the Proposed Land Exchange Agreement to the City Council.

VI. LIST ATTACHMENTS

- Commissioner Bernhardt October 24, 2018 Letter
- Proposed Maine Department of Transportation and City of Portland Land Use Exchange Agreement

389 Congress Street • Portland, Maine 04101 • 207-874-8683
info@portlandmaine.gov • www.portlandmaine.gov



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

October 24, 2018

Jon Jennings, City Manager
City of Portland
389 Congress Street, Room 208
Portland, Maine 04101

Re: International Marine Terminal Land Lease
Proposed City/State Property Exchange

Dear Jon:

I am writing to follow-up on our discussions related to the city-owned portion of the property on Commercial Street in Portland, which the Maine Port Authority (MPA) currently leases from the City to operate the International Marine Terminal (IMT).

First, let me say that I appreciate our relationship related to the City of Portland's transportation needs. The candor and "get-it-done" approach is both refreshing and fruitful for both of our offices, the traveling public and Maine taxpayers.

As you are aware, the City of Portland owns a parcel of land located within the current IMT footprint, and lease payments for that parcel are based on a percentage of IMT revenue – now at its current cap of \$136,000. Since first leasing the property on June 1, 2009, the MPA and MaineDOT have dramatically expanded the footprint of the IMT by acquiring adjacent property and have constructed numerous improvements.

The new IMT maintenance facility currently under construction resides on the city-owned parcel. To further expand both IMT improvements, and grow the business and volume through the facility, we believe it is in the best interest for the State of Maine and the City to enter into an agreement for an exchange of property. This exchange will allow the State to own all of the land within the IMT footprint and provide flexible property for the City, as well as a fully constructed bicycle and pedestrian way connecting key Portland locations.

The MaineDOT is prepared to offer three pieces of property, valued by extremely conservative 15-year-old purchase prices at \$2,223,000. In addition, we are offering to pay for improvements to one of the parcels valued at \$1,643,608. The total value of this exchange is \$3,866,608. Attached you will find a detailed proposal of the land and work we propose to swap with the City of Portland in exchange for the IMT parcel.

We believe this exchange will be a win-win for both the City of Portland and the growing IMT. It provides certainty to both entities, while allowing each to develop its own priorities in tandem with those we share.

I appreciate your willingness to have this important conversation. Thank you for consideration of this offer.

Sincerely,

David Bernhardt, P.E.
Commissioner

Attachment A

Proposal for City of Portland for transfer of IMT property

State Land to be transferred to the City of Portland

Union Branch (Forest Avenue to Park Street including the RR bridge)	
Purchase Price in 2001 dollars	\$1,250,000
RR Wye Parcel (10.18 acres)	Purchase Price in 2002 dollars \$ 773,000
Miss Portland Diner Parking lot, .79 Acres	est. value <u>\$ 200,000</u>
Land	\$2,223,000

Land

Union Branch Trail Construction

Forest-State-Marginal connection to current Bayside trail	
City/Ransom Engineering Est.	\$ 543,524
Union Branch Forest Ave – Park Street	
City/Ransom Engineering Est.	\$ 826,150
Construction Contingency (20%)	<u>\$ 273,934</u>
Trail Project funding	\$1,643,608
Proposal Total from MaineDOT	\$3,866,608

Current Lease agreement between the City and the Maine Port Authority (MPA) for the IMT parcel has 24 years remaining. MPA lease payment is based on gross revenues but is capped in the Lease agreement currently at \$136,000/year. In the remaining 24 years at the current maximum cap the total revenue to the City would be \$3,264,000* over the next 24 years.

*Lease revenues could go up slightly based on CPI increases outlined in the Lease. Lease revenues could go down if MPA gross revenue decreased at the IMT below the cap level.

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (the “Agreement”) is made as of this ____ day of _____, 2021 (the “Effective Date”), by and between **the State of Maine, acting by and through its Department of Transportation** (“MaineDOT”), with a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and **the City of Portland**, a Maine municipal corporation with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”). MaineDOT and the City may hereinafter be referred to collectively as the “Parties” or individually as a “Party”.

Section 1. Introduction.

Each of the Parties owns real property in and around Portland, Maine. The Parties hereby agree to exchange certain properties on the terms and conditions set forth in this Agreement. The properties that are the subject of this exchange are described in Exhibits A through E attached hereto and incorporated herein.

Section 2. Property to be Exchanged.

- a. City Parcels. The City will convey to MaineDOT all of its right, title and interest in the following described properties:
 - i. That certain parcel of land on West Commercial Street in Portland, Maine, commonly known as the “International Marine Terminal Property” which is more particularly described in **Exhibit A** (Parcel 1). Parcel 1 is subject to, among other things, a certain Lease Agreement Between City of Portland And Maine Port Authority dated June 1, 2009 and renewed most recently for a 5 year term commencing June 30, 2017 and ending June 30, 2022 (the “Port Authority Lease”); a Submerged Land Lease effective January 1, 2018 by and between the City Of Portland and the Maine Bureau Of Parks And Lands (the “IMT Submerged Lands Lease”); a certain Agreement Between The City Of Portland, The Maine Port Authority, And The Portland Water District Re: Water Services dated August 27, 2018 (the “Water Services Agreement”); and certain utility easements of record. Copies of the Port Authority Lease, the IMT Submerged Lands Lease, and the Water Services Agreement are attached hereto as **Exhibit B, Exhibit C, and Exhibit D**, respectively.
 - ii. The pier and wharf infrastructure that comprise the ferry dock on Cliff Island, Maine, commonly known as the “Cliff Island Wharf,” which is generally depicted on the diagram attached hereto as **Exhibit E** (the “Cliff Island Wharf”) and which is subject to a Submerged Land Lease between the City of Portland and the Maine Bureau of Parks And Lands dated November 1, 2014, a copy of which is attached hereto as **Exhibit F** (the Cliff Island Submerged Lands Lease”). If and to the extent necessary for the City to assign, and MaineDOT to assume, the rights and obligations under the Cliff Island Submerged Lands Lease, the City shall grant to MaineDOT an easement or land lease on a portion

of the upland property that connects to the Cliff Island Wharf ("Parcel 2"), which portion is generally depicted on the diagram attached hereto as **Exhibit G**.

- b. MaineDOT Parcels. MaineDOT will convey to the City all of its right, title and interest in the following described properties located in Portland, Maine:
 - i. Certain parcels of unimproved land collectively known as the "Wye Property" which is more particularly described in **Exhibit H** ("Parcel 3"). Parcel 3 is subject to, among other things, a VRAP agreement with Maine DEP and related Covenants and Restrictions of record;
 - ii. The remaining segment of the rail corridor commonly known as the "Union Branch Corridor," together with rail infrastructure, extending from Forest Avenue to Park Avenue, including the railroad bridge located thereon, which is more particularly depicted on the railroad valuation plan attached hereto as **Exhibit I** ("Parcel 4"). Parcel 4 is subject to, among other things, all matters shown on the railroad valuation plan, to the extent that such matters have not been previously released.
 - iii. That certain parcel of land improved as a parking lot on Marginal Way in Portland adjacent to the Miss Portland Diner commonly known as the "Park and Ride Property," which is more particularly described in **Exhibit J** (Parcel 5). Parcel 5 is subject to, among other things, a certain lease agreement between MaineDOT and the City dated July 1, 2007.

Section 3. Equivalent Value.

The Parties agree that: (i) the value of the Cliff Island Wharf and Parcels 1 and 2 is equivalent to the value of Parcels 3 through 5; and, (ii) each Party's conveyance is in full consideration of the other Party's conveyance. Except for any closing expenses as set out in Section 10 below, and MaineDOT's share of agreed-upon funding for and participation in a project to design and construct a pedestrian trail on Parcel 4 as set forth in Section 6 below, neither MaineDOT nor the City is providing any consideration for the exchange.

Section 4. Properties Being Exchanged "As-Is".

- a. Parcels 1 and 2. Except as otherwise provided for in this Agreement, MaineDOT acknowledges that it is acquiring the Cliff Island Wharf and Parcels 1 and 2 "as is" with all faults. The City has made no representations or warranties of any kind whatsoever with respect to the condition of the Cliff Island Wharf or Parcels 1 and 2 or the compliance of the Cliff Island Wharf or Parcels 1 and 2 with any laws, rules, regulations or ordinances, including without limitation any relating to zoning, the environment, or hazardous materials.
- b. Parcels 3 through 5. Except as otherwise provided in this Agreement, the City

acknowledges that it is acquiring Parcels 3 through 5 “as is” with all faults and that MaineDOT has made no representations or warranties of any kind whatsoever with respect to the condition of Parcels 3 through 5 or the compliance of these parcels with any laws, rules, regulations or ordinances, including without limitation any relating to zoning, the environment, or hazardous materials.

Section 5. Title, Inspections.

- a. Title Examinations. The Parties will have from the date of this Agreement until 6:00 PM Eastern Daylight Savings Time on the day that is six months after the date of this Agreement (the “Due Diligence Period”) to complete their respective title examinations. Title shall be good, marketable and insurable title, free and clear of all encumbrances except as specifically provided for in this Agreement.
- b. Inspections. During the Due Diligence Period, each Party and its employees, consultants, contractors and agents shall have the right, at its own expense, to enter onto Parcels 1 through 5 at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things that each Party determines, in its sole discretion, to be required to determine the suitability of the property for the Party’s intended use (collectively, the “Inspections”). The Parties agree to share the results of any studies or testing produced as a result of the Inspections and to provide to each other upon request such background information about the properties as is reasonably available. If the Inspections reveal the need for further assessment or necessary remediation, the acquiring Party acknowledges that the other Party shall not be required to perform such further assessment or remediation unless the acquiring Party agrees to pay for all associated costs or the Party owning the property is otherwise reimbursed for such costs. Either Party may request an extension of the Due Diligence Period if the Inspections cannot reasonably be completed during the Due Diligence Period. The Parties agree to restore each parcel inspected to substantially the same condition it was in prior to the inspection.
- c. Objections. Each Party will have until the end of the Due Diligence Period, or any extensions thereof, to deliver to the other Party any written objections to title matters (other than any permitted exceptions identified herein) that materially affect marketability, insurability, or use of any one of the properties that are the subject of this Agreement or written objections to results of the Inspections that are not satisfactory to the objecting Party. Objections not made prior to the end of the Due Diligence Period, or any extensions thereof, will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the Due Diligence Period may be made at any time prior to the Closing.
- d. Option to Cure. In the event of a title or Inspection objection, the Party owning the property that is the subject of the objection will have the option, but not the obligation, to cure the objection and will notify the other Party of its election within

ten (10) business days after receipt of the title or Inspection objection. In the event that the Party owning the property that is the subject of the objection elects to cure the objection, that party thereupon will have thirty (30) days from the date of the notice of such election, or such other reasonable time as the Parties may agree, to cure the objection. In the event that the Party owning the property that is the subject of the objection does not elect to cure the objection, or having elected to cure the objection fails to timely do so, the other Party will have the option either to terminate this Agreement (after which neither Party will have any further obligation or liability to the other under this Agreement) or to waive the objection in writing and proceed to the Closing.

Section 6. Conditions Precedent to Closing. Each of the following conditions shall be completed to the satisfaction of the Parties as a condition precedent to Closing:

- a. During the Due Diligence Period, the Parties will work cooperatively to arrive at a binding project agreement (the "Trail Agreement"), in form and substance satisfactory to both Parties, setting out mutual responsibilities for funding and carrying out the construction of a pedestrian trail on Parcel 4 (the "Trail"), which has been partially designed pursuant to a previous project contract for MaineDOT W.I.N. 18469 (the "Previous Agreement"). It is the Parties' mutual understanding that all remaining design costs for the Trail will be funded by MaineDOT and the City (split 80% State - 20% City) under the Previous Agreement, and that under the Trail Agreement, MaineDOT intends to fund all construction costs for a twelve-foot wide asphalt pedestrian trail that will include conduit for electricity, bases for trail lighting along the length of the Trail, and lighting fixtures to be agreed on by the Parties. The Trail shall otherwise be constructed in accordance with applicable MaineDOT and City codes, standards, and specifications. MaineDOT shall also be responsible for the cost of all construction engineering and inspection services required during the construction of the Trail. Enhancements beyond what is described in this paragraph may be included in the Trail construction at the City's sole expense.

Anything herein to the contrary notwithstanding, the City acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

- b. The Parties will agree on any rights to be released, assigned or transferred in connection with the conveyances described herein and effectuate such releases, assignments or transfers at Closing concurrent with the execution and exchange of the conveyances described herein. Specifically, the City will secure from the Maine Port Authority a release of its right of first refusal triggered by a sale of Parcel 1, which is a provision of the Port Authority Lease. The provisions of any agreements or instruments required to effectuate any releases, assignments or transfers

contemplated by this paragraph will be negotiated by the Parties during the Due Diligence Period and will be in form and substance satisfactory to both parties.

- c. If the Parties are unable to reach an agreement on the instruments and agreements described in this section during the Due Diligence Period, either Party may terminate this Agreement, and neither Party shall have any further obligation to the other under this Agreement.

Section 7. Closing.

The Closing will be held on or before the day that is 30 days after the end of the Due Diligence Period, or such earlier date agreed to by the Parties, at a location mutually acceptable to the Parties. The Parties may extend the Closing date by mutual agreement.

Section 8. Deeds.

- a. Maine DOT will convey its right, title and interest in Parcels 3 through 5 via a Governor's Deed.
- b. The City will convey its right, title and interest in Parcel 1 via a Municipal Quitclaim Deed. The City will convey the Cliff Island Wharf by release bill of sale. The City will grant an interest in Parcel 2 through a conveyance instrument agreed to by the Parties, the provisions of which shall be negotiated during the Due Diligence Period.

Section 9. Closing Deliverables.

- a. City Deliverables. At the Closing, and as a condition thereto, the City will deliver in connection with its conveyance to MaineDOT the following as applicable:
 - i. the instruments described in Section 8.b above;
 - ii. documentation acceptable to MaineDOT indicating that this transaction has been duly authorized and that the person executing documents on behalf of the City is duly authorized to do so;
 - iii. an executed owner's affidavit in form satisfactory to MaineDOT indicating no tenants or other occupants presently in possession, unless specifically acknowledged and agreed upon by the acquiring Party, and indicating no debts due for labor or services performed or materials used that could give rise to mechanic's liens;
 - iv. the agreements and instruments described in Section 6;
 - v. all other reasonably required Closing documents.

- b. MaineDOT Deliverables. At the Closing, and as a condition thereof, MaineDOT will deliver in connection with its conveyances to the City, as applicable:
 - i. the executed Governor's Deed(s) to Parcels 3 through 5 as described in section 8.a above;
 - ii. documentation acceptable to the City indicating that this transaction has been duly authorized and that the person executing documents on behalf of MaineDOT is duly authorized to do so;
 - iii. an executed owner's affidavit in form satisfactory to the City indicating no tenants or other occupants presently in possession, unless specifically acknowledged and agreed upon by the acquiring Party, and indicating no debts due for labor or services performed or materials used that could give rise to mechanic's liens.
 - iv. the agreements and instruments described in Section 6.
 - v. all other reasonably required Closing documents.

Section 10. Closing Costs and Apportionments.

- a. Real Estate Taxes and Assessments. The Parties acknowledge that the City and MaineDOT are exempt from taxes or assessments and, as such, there shall be no taxes or assessments to pro-rate at Closing.
- b. Real Estate Transfer Tax. The Parties acknowledge that, pursuant to applicable Maine law, MaineDOT and the City are exempt from real estate transfer taxes.
- c. Recording Fees. The City will pay the recording fees for the Parcel 3 through 5 deeds. MaineDOT will pay the recording fees for the Parcel 1 Deed and Parcel 2 instrument if applicable.
- d. Legal Fees and Expenses. The Parties each will bear the cost of their respective legal fees, costs, and expenses.

Section 11. Representations and Warranties.

- a. City. The City represents and warrants that:
 - i. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - ii. This Agreement has been duly authorized, executed, and delivered by the City

and is a legal, valid, and binding agreement of the City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by the City will not violate any judgment or order applicable to the City or the City's instruments of organization, governance or operation.

- iii. The City has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the Cliff Island Wharf, Parcel 1 or Parcel 2.
 - iv. The City has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning Cliff Island Wharf, Parcel 1 or Parcel 2.
 - v. To the best of the City's knowledge, no third party other than MaineDOT has any right to acquire all or any part of the Cliff Island Wharf, Parcel 1 or Parcel 2 other than as disclosed herein.
 - vi. The City represents that there are no known underground storage facilities on Parcel 1 or Parcel 2.
- b. MaineDOT. MaineDOT represents and warrants that:
- i. MaineDOT has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - ii. This Agreement has been duly authorized, executed, and delivered by MaineDOT and is a legal, valid, and binding agreement of MaineDOT, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by MaineDOT will not violate any judgment or order applicable to MaineDOT or MaineDOT's instruments of organization, governance or operation.
 - iii. MaineDOT has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting any of Parcels 3 through 5.
 - iv. MaineDOT has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning any of Parcels 3 through 5.
 - v. To the best of MaineDOT's knowledge, no third party other than the City has any right to acquire all or any part of Parcels 3 through 5.

- vi. MaineDOT represents that there are no known underground storage facilities on any of Parcels 3 through 5.
- c. Survival. All representations and warranties contained herein are intended to remain true and correct as of the Closing, are deemed to be restated at the Closing, and will survive the Closing.

Section 13. General Provisions.

- a. Assignment. Neither this Agreement nor any of the rights or obligations of any Party pursuant to this Agreement may be assigned without the prior written consent of the other Party.
- b. Brokers. Each Party represents that no realtors, brokers or other real estate agents or licensees who would be entitled to claim a lien on any of the properties exchanged under the terms of this Agreement in accordance with 10 M.R.S. § 3251 or through any other right have been employed with respect to the exchange that is the subject of this Agreement.
- c. Governing Law. This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require the application of any other law).
- d. Entire Agreement. This Agreement, in conjunction with the project agreement contemplated under Section 6.a, constitutes the entire agreement between the Parties relating to the exchange of the properties that are the subject of this Agreement, supersedes all prior oral or written offers, negotiations, agreements, understandings, and courses of dealing between the Parties relating thereto, and is subject to no understandings, conditions or representations other than those expressly stated herein. This Agreement may be modified or amended only by means of a writing signed by both Parties.
- e. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- f. Notices. Any notices required or permitted to be given hereunder will be given in writing, signed by the Party giving the same, and will be delivered (a) in person, (b) by a commercial overnight courier that guarantees next business day delivery and

provides a receipt, or (c) by electronic mail (with Request a Read Receipt), and such notices will be addressed as follows:

To MaineDOT: William Pulver, Chief Operating Officer
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Email: william.pulver@maine.gov

with a copy to: James Billings, Esq., Chief Counsel
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Email: james.billings@maine.gov

To City: Jon P. Jennings, City Manager
City of Portland
389 Congress Street
Portland, Maine 04101
E-Mail: gmitchell@portlandmaine.gov

with a copy to: Michael Goldman, Esq. Corporate Counsel
City of Portland
389 Congress Street
Portland, Maine 04101
E-Mail: mig@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

MAINEDOT

CITY OF PORTLAND

By: _____
Bruce A. Van Note, Commissioner
Duly authorized

By: _____
Jon P. Jennings, City Manager
Duly authorized

Approved by: _____
City Corporation Counsel

Approved as to Funds: _____
City Finance Dept

EXHIBIT A

[Description of Parcel 1 – International Marine Terminal Property]

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

A certain lot or parcel of land situated along Portland Harbor in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a rebar found on the southeasterly line of Commercial Street located at the westerly corner of land now or formerly of General Marine Construction Corporation;

THENCE, S54°06'32"E 410.00' along said General Marine Construction Corporation to a point;

THENCE, S54°06'32"E 319.48' along said General Marine Construction Corporation to a point along the Harbor Commissioner's Line;

THENCE, S43°30'57"W 863.62' along said Harbor Commissioner's Line to a point;

THENCE, S38°44'28"W 247.02' along said Harbor Commissioner's Line to a point at the northeasterly line of land now or formerly of Cumberland County

THENCE, N32°32'17"W 141.63' along said Cumberland County to a point at the southerly corner of a Transformer Facility Easement to the State of Maine;

THENCE, N32°32'17"W 42.28' along said Cumberland County and the southwesterly line of said Transformer Facility Easement to a point at the southeasterly end of a Bridge Maintenance Facility Access Easement of the State of Maine;

THENCE, N32°32'17"W 389.86' along said Cumberland County and the southwesterly line of said Bridge Maintenance Facility Access Easement to a point at land now or formerly of Maine Central Railroad Company;

THENCE, N32°36'28"E 107.89' along said Maine Central Railroad Company to a point;

THENCE, N30°54'28"E 577.45' along said Maine Central Railroad Company to a drill hole set;

THENCE, N30°54'28"E 60.64' to a point along the line of said Commercial Street;

THENCE, S54°04'32"E 5.52' along the line of said Commercial Street to a point;

THENCE, N30°54'28"E 148.93' along the line of said Commercial Street to the **POINT OF BEGINNING**.

Meaning and intending to describe a lot or parcel of land containing 14.33 Acres or six hundred twenty-four thousand three hundred thirty-five square feet (624,335 S.F.), more or less.

Bearings referenced herein are Grid North NAD83 Maine State Plane West Zone.

Said lot or parcel of land herein described being shown on a plan titled "Standard Boundary Survey For Property At Portland International Marine Terminal Commercial Street Portland, Cumberland County, Maine Owned by City of Portland" prepared by Easterly Surveying Incorporated, Dated 8/14/2002, Revision B 9/16/06, said plan on file in the Portland Department of Public Services Engineering Archives Vault.

Meaning and intending to describe an area of land being a certain lot or parcel of land as described in a deed to the City of Portland, dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33, and a certain lot or parcel of land as described in a deed dated November 12, 1976 and recorded in said Registry in Deed Book 3941, Page 348.

EXHIBIT B
[Port Authority Lease]

December 9, 2011

CC: Mayor / Councilor
Anita, Nicole, Garry
& Brian.

Mr. Mark Rees
City Manager
Portland City Hall, Room 208
389 Congress Street
Portland, Maine 04101

CITY OF PORTLAND, MAINE

DEC 12 2011

City Managers Office

ONS. back
to me.

Thp
Mark



Dear Mark:

I am writing to you for the purpose of delivering our annual report for the International Maine Terminal (IMT) in Portland and to submit our request for the extension of our lease on the property as provided for in lease with the City of Portland, dated June 1, 2009.

We are pleased to submit the enclosed annual report for the IMT. Fiscal year 2011 (July 1, 2010 through June 30, 2011) was the second year of the three year initial lease period for facility. We have dedicated this initial lease period to investment in the facility to turn it into a dedicated freight facility consistent with the city's plans for the Portland waterfront. The report details these investments, as well as our marketing efforts and maintenance work. As a result of these efforts, we have been able to attract a shipping service to the terminal. While the report shows a loss for the year and consequently there is no rent due under the lease, this loss is consistent with our investment and development plans for the facility.

I hereby request extension of the lease on the property, as provided for in the lease, for another five (5) years, beginning in July of 2012. According to the terms of the lease, the rent structure will change during this second lease period, and all subsequent lease periods. During the initial three (3) year lease period, we agreed to pay the City of Portland thirty-three (33) percent of our net revenues at the terminal. In the next five (5) year lease period, we will be paying the City of Portland twenty-five (25) percent of our gross revenues in the terminal up to \$120,000 plus CPI going forward. Therefore we anticipate the City of Portland should realize significant revenues from the lease during this second lease period and each of the three lease periods which follow it.

The lease represents a very positive and mutually beneficial relationship between the Maine Port Authority and the City of Portland. As we discussed, I look forward to having you visit the terminal at you convenience and to continuing this successful partnership.

Sincerely,

A handwritten signature in dark ink, appearing to be "JH".

John H. Henshaw
Executive Director

Extended till
June 30, 2017

cc: Michael F. Brennan, Mayor, City of Portland
Bruce Van Note, Chair, Maine Port Authority

LEASE AGREEMENT

BETWEEN

CITY OF PORTLAND,

AND

MAINE PORT AUTHORITY

For property known as the International Marine Terminal
located on Commercial Street in Portland, Maine

Dated: June 1, 2009

LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 2009, by and between the **CITY OF PORTLAND**, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter referred to as "Landlord"), and the **MAINE PORT AUTHORITY**, a body corporate and politic and an instrumentality of the State of Maine created pursuant to 23 M.R.S.A. §4420, (hereinafter referred to as "Tenant"),

W I T N E S S E T H:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that tract, piece or parcel of land, together with the buildings, equipment and improvements thereon commonly known as the International Marine Terminal located on Commercial Street in Portland, Cumberland County, Maine, more particularly described in Exhibit A attached hereto, together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (all of the foregoing hereinafter sometimes referred to as the "demised premises" and sometimes referred to as the "premises"), excluding the terminal building located on a portion of the premises as shown on the site plan attached hereto as Exhibit A-1 (the "Terminal Building"), but the land and structural support improvements located below the ground floor of the Terminal Building are included in the demised premises. The premises include certain submerged land leased to Landlord (the "Submerged Land") pursuant to Submerged Lands Lease No. 16-17-A dated October 5, 1994, between the Bureau of Parks and Lands, an Agency of the State of Maine Department of Conservation and Landlord, a copy of which is attached hereto as Exhibit B (as the same may be amended or replaced from time to time with the consent of Tenant, the "Submerged Lands Lease"). With respect to the Submerged Land, this Lease is a sublease of the leasehold interest held by Landlord as lessee under the Submerged Lands Lease and is subject to all of the terms and conditions of the Submerged Lands Lease.

SECTION 2. Term: (a) The original term of this Lease shall be for a period of approximately three (3) years and 2 months which shall begin on May 1, 2009 (hereinafter referred to as the "Commencement Date") and expire on June 30, 2012. The first "lease year" hereof shall be the period from the Commencement Date through June 30, 2010 and each subsequent lease year shall be a 12 month period ending on June 30.

(b) Tenant shall have the option, at the expiration of the original term hereof, to extend the original term hereof for up to four (4) successive extension terms, the first two extension terms to be of five (5) years each, and the last two extension terms to be of ten (10) years each, each of such extension periods to be exercised separately in the manner herein provided, and to

be on all the same terms, covenants and conditions as are contained in this Lease, provided that Tenant may not exercise any such option when it is in default in the performance of its obligations hereunder (including its maintenance obligations) which default has not been cured within the applicable cure period set forth in Section 24. Such option to extend, or further to extend, as the case may be, shall be exercised by written notice to Landlord at least six (6) months prior to the expiration of said original term, or said term as previously extended, and upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so extended, or further extended. Notwithstanding that Tenant shall have failed at any time to have given written notice to Landlord at least six (6) months prior to the expiration of the original term, or said term as previously extended, Tenant's right to extend the term of this Lease, or further to extend, as the case may be, shall nevertheless continue until fifteen (15) days after Landlord shall have given Tenant written notice of its failure to so extend. As used in this Lease, the expression "the term of this Lease," and similar expressions, shall mean and refer to the original term together with any extension terms, if elected by Tenant.

SECTION 3. Rent: Tenant agrees to pay to Landlord, at the address set forth in Section 30 in regard to notices or at such other place as Landlord may by notice in writing to Tenant from time to time direct, annual rent as hereinafter set forth. During the original term of this Lease such annual rent shall be equal to the lesser of (i) the Maximum Annual Rent (as hereinafter defined) or (ii) one-third of the Net Revenues during the applicable lease year. During each extension term of this Lease such annual rent shall be equal to the lesser of (i) the Maximum Annual Rent (as hereinafter defined) or (ii) one-quarter of the Gross Revenues during the applicable lease year. On or before September 30 of each year Tenant shall provide Landlord with a statement computing the amount of rent due with respect to the lease year ended the preceding June 30 accompanied with payment of the amount of rent as set forth on such statement.

(a) "Net Revenues" for any period shall mean the amount by which the "Gross Revenues" for such period exceeds the "Operating Costs" for such period. Gross Revenues shall mean Tenant's actual cash receipts relating to the premises including all fees and charges for use of the wharf and other facilities on the premises (but not fees for use of the crane or other equipment which is not owned by Landlord) and any rents or license fees from subleases or licenses of any portion of the premises.

(b) "Operating Costs" for an period shall mean all expenses, costs and amounts of every kind and nature (including capital expenditures) which Tenant shall pay during the applicable period in connection with the management, repair, maintenance, restoration, marketing and operation of the premises, including without limitation, any amounts paid for: (i) utilities for the premises, including but not limited to electricity, power, gas, oil or other fuel, water, sewer, lighting, heating, air conditioning and ventilating, (ii) permits, licenses and certificates necessary to operate the premises or for the operation of any transportation to or from the Property, (iii) insurance applicable to the premises, or applicable to the provision of any transportation to or from the premises, but not limited to the amount of coverage Tenant is required to provide under this Lease, (iv) supplies, tools, equipment and materials used in the operation, repair and maintenance of the premises, including any equipment rental of any kind, (v) accounting, legal,

inspection, consulting, engineering and other services, (vi) all management fees and other amounts payable under any property management agreements, (vii) wages, salaries and other compensation and benefits for all persons engaged in the operation, maintenance or security of, or transportation to or from, the premises, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits, (viii) payments under any contracts relating to the premises, and (ix) operation, repair, and maintenance of all buildings, wharves, improvements, systems and equipment and components thereof (including replacement of components), janitorial service, alarm and security service, trash removal, removal of ice and snow, maintenance and replacement of shrubs, trees, grass, sod and other landscaped items, drainage facilities, fences, curbs, and walkways, re-paving and re-striping of paved areas. Notwithstanding the foregoing, Operating Costs shall not, however, include depreciation or amortization or any capital expenditures funded with Bond proceeds as described in Section 7 below or funded with insurance proceeds received by Tenant.

(c) During the first lease year, the Maximum Annual Rent shall be \$120,000. For each subsequent lease year the Maximum Annual Rent shall be equal to the product of (i) \$120,000 multiplied by (ii) a fraction the numerator of which is the CPI for the month of May preceding the start of such lease year and the denominator of which is the CPI for May, 2009. The "CPI" shall mean the "Consumer Price Index" published by the U.S. Department of Labor, Bureau of Labor Statistics and commonly referred to as the Consumer Price Index for all U.S. cities, "All Items" (1982-84=100).

(d) Tenant shall maintain records respecting Gross Revenues and Operating Costs and determine the same in accordance with sound accounting and management practices, consistently applied. Landlord or its representative shall have the right to examine such records upon reasonable prior notice specifying such records Landlord desires to examine, during normal business hours at the place or places where such records are normally kept by sending such notice no later than ninety (90) days following the furnishing of the statement computing the rent due hereunder, provided that after the original term such examination shall be limited to a review of Gross Revenues as Operating Costs shall no longer be relevant to the computation of rent. Landlord may take exception to matters included in any such statement by sending notice specifying such exception and the reasons therefor to Tenant no later than sixty (60) days after Tenant makes such records available for examination. Each rent computation statement shall be considered final, except as to matters to which exception is taken after examination of Tenant's records in the foregoing manner and within the foregoing times. If Landlord takes exception to any matter contained in the statement as provided herein, Tenant shall refer the matter to an independent certified public accountant reasonably acceptable to Landlord and Tenant, whose certification as to the proper amount shall be final and conclusive as between Landlord and Tenant. Landlord shall promptly pay the cost of such certification unless such certification determines that Tenant underpaid rent by more than five percent (5%).

SECTION 4. Utilities, Services and Contracts: Landlord warrants and represents that the demised premises have direct access to electric, telephone, public water, public sewer and

stormwater drainage lines in the portions of Commercial Street that are contiguous to the demised premises, so as not to require any easements for such purposes. Landlord further covenants and agrees that the demised premises shall at all times remain connected to the necessary public utilities and water and sewerage system during the term of this Lease. Landlord further covenants and agrees that Tenant may take such steps as may be necessary to ensure the demised premises shall be connected, at all times during the term of this Lease, with all necessary public or private utility lines and water and sewerage system. Landlord warrants and represents that attached hereto as Exhibit C is a list of all contracts, agreements, licenses and leases presently in effect relating to the demised premises (the "Contracts"). To the extent that Tenant specifically requests assignment thereof such Contracts will be assigned by Landlord to Tenant effective as of the Commencement Date. All Contracts that are not so assigned to Tenant shall be terminated by Landlord effective as of the Commencement Date. Landlord shall be responsible for any costs associated with any such assignment or termination of the Contracts.

SECTION 5. Use of Premises and Tenant Responsibilities: The demised premises may be used for a marine terminal and for any other lawful purpose. In connection with such use, during the term of this lease,

(a) Tenant shall be considered the terminal operator of the International Marine Terminal.

(b) Tenant shall be fully responsible, at its own expense, for all repairs, replacement, upkeep and maintenance of the demised premises (but not the Terminal Building as described in Section 7(b) below), reasonable wear and tear and casualty damage excepted. Tenant shall make all necessary repairs in order to maintain the pier infrastructure in a good and usable condition, reasonable wear and tear and damage by casualty excepted. Within three (3) months after the commencement of this Lease and prior to each extension term, Tenant shall prepare and furnish to Landlord for approval maintenance and repair plans for the premises for the following term. Landlord shall review said plans for consistency with Tenant's obligations under this section. Landlord's approval shall not be unreasonably withheld. Tenant shall perform maintenance and repairs substantially in accordance with such maintenance plans, subject to Tenant's right to make reasonable modifications to such plans from time to time. Tenant shall furnish Landlord with all engineering reports prepared for or by Tenant regarding the Premises during the term of this Lease and shall also furnish Landlord with a yearly report documenting all maintenance and repairs completed by Tenant.

(c) Tenant shall provide an annual report to the Portland City Council which summarizes the operations and activities on the premises during the previous year.

(d) Tenant shall develop a marketing plan, and work actively to attract business to the premises.

(e) In consultation with Landlord, Tenant shall publish a tariff for the premises in accordance with Federal Maritime Commission regulations.

(f) Tenant shall be responsible for all aspects of compliance with the Maritime Transportation Security Act and the Transportation Workers Identification Credential Program in regards to the Premises.

SECTION 6. Taxes and Utility Expenses: (a) The demised premises are currently exempt from real estate taxation as a governmental use and the parties anticipate that such tax status will continue during the term of this Lease. However, if real estate taxes should be due with respect to the premises, Landlord shall be responsible for paying such taxes. Landlord represents and warrants that the City of Portland shall treat all personal property located at the demised premises awaiting further transportation (no matter how long such property may be stored at the premises) as exempt from personal property taxation pursuant to 36 MRSA §655 1.G and neither Tenant nor any parties using the demised premises will be required to submit further documents to establish such exemption.

(b) Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all charges for sewer, water, gas, heat, hot water, electricity, light and power, and other service or services furnished to the demised premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses"). Landlord and Tenant shall cooperate to change the billing accounts for the Utility Expenses from Landlord's name to Tenant's name at or about the Commencement Date and to change such accounts back to Landlord's name at the end of the term. Landlord shall be responsible for the payment of all Utility Expenses for periods prior to the Commencement Date and after the termination date of this Lease.

SECTION 7. Improvements; Repairs; Additions; Replacements: (a) Currently there remains approximately [\$200,000] of proceeds from the Bonds authorized by Public Laws of 2007, Chapter 39 (the "Bond Proceeds") that have not yet been expended pursuant to the Cooperative Agreement relating thereto between Landlord and the Maine Department of Transportation. Said Cooperative Agreement is among the Contracts that will be terminated pursuant to Section 4 above. Tenant and the Maine Department of Transportation shall enter into an agreement pursuant to which any Bond Proceeds remaining as of the Commencement Date will be used to make alterations, removals, changes, replacements, improvements to the existing improvements on the premises and/or to construct or install additional buildings, structures, and other similar and dissimilar improvements as Tenant shall from time to time determine, provided that the same shall be in compliance with all then applicable building and zoning codes, laws and ordinances.

(b) As described in Section 1, the Terminal Building is excluded from the demised premises. If Tenant should desire to make use of any part of the Terminal Building, it shall have the right to send a notice to Landlord describing the portion of the Terminal Building that it desires to add to the demised premises and upon the date set forth in such notice, such portion shall become part of the demised premises and shall no longer be considered to be a part of the Terminal Building as such term is used in this Lease. Tenant shall have the right to demolish all or any portion of the Terminal Building and it intends to attempt to arrange funding for the costs

thereof and undertake such demolition promptly following the availability of such funding. Prior to such demolition, the Terminal Building may not be occupied or used by either party. In the event that prior to the time that Tenant has been able to arrange financing for the costs of such demolition, any governmental authority shall order that repairs or maintenance actions be taken with respect to the Terminal Building or that the Terminal Building be demolished based on public safety issues, release of Hazardous Materials or any other reason not caused by Tenant, Landlord shall be responsible for compliance with any such order at its expense. Landlord shall have the right to enter on the premises for access to the Terminal Building for the purpose of performing its obligations under any such order provided that such entry and such work shall be performed in a manner to assure that the same will not unreasonably interfere with operations of the demised premises.

(c) Upon sixty (60) days prior written notice to Landlord, Tenant may, at its own cost and expense, at any time and from time to time throughout the term of this Lease, make such alterations, changes, replacements, improvements and additions in and to the demised premises, and the buildings and improvements thereon, subject to all applicable codes and ordinances, as it may deem desirable, including the demolition or removal in whole or in part of any building(s), improvement(s), and/or structure(s) that may be situated upon the demised premises at the commencement of the term of this Lease or which may subsequently be erected upon the demised premises, together with any equipment or fixtures installed thereon.

(d) From and after the Commencement Date, title to any building or buildings or improvements constructed with Tenant's funds on the demised premises and the building equipment and other items purchased with Tenant's funds and installed thereon shall remain solely in Tenant and Tenant shall have the right to remove the same.

(e) On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the demised premises, and any buildings and permanent improvements then thereon, in their then existing condition and repair, and any buildings or permanent improvements which have not been removed by Tenant shall become the property of Landlord without any further consideration therefor.

SECTION 8. Requirements of Public Authority: (a) During the term of this Lease, Tenant shall, at its own cost and expense (or with the use of Bond Proceeds), promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, and city governments and of all other governmental authorities affecting the demised premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed; provided, however, that Landlord shall be responsible for compliance, at Landlord's own cost and expense, with the governmental requirements relating to certain Hazardous Materials as described in Section 22 hereof. Nothing herein shall require Tenant to perform any act or to comply with any law, ordinance, requirement, order, directive,

rule or regulation if Tenant can lawfully avoid such performance or compliance by closing the operations upon the demised premises or otherwise altering its activities thereon.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

SECTION 9. Covenant Against Liens: If, because of any work performed upon the demised premises by or at the expense of Tenant, any mechanic's lien or other lien shall be filed against Landlord or any portion of the demised premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days after written notice from Landlord to Tenant of the filing thereof.

SECTION 10. Access to Premises: (a) During the term of this Lease Landlord or Landlord's agents shall have the right, after giving Tenant reasonable advance notice, and subject to compliance with the then applicable facility security plan, to enter upon the demised premises at reasonable times to examine the same provided such entry shall not unreasonably interfere with the activities then being conducted on the demised premises.

(b) Upon consent of Tenant, Landlord shall be permitted to utilize a portion of premises for certain City purposes that do not conflict with Tenant's use of the premises, that will comply with the facility security plan and will not harm or require changes to the infrastructure or improvements on the demised premises. Tenant shall determine whether such proposed use by Landlord conflicts with Tenant's use, and the duration and location of said use.

SECTION 11. Assignment and Subletting: Tenant shall have the right to sublet all or any part of the demised premises at any time, and from time to time, during the term of this Lease. Tenant shall promptly provide Landlord with a notice describing each such sublease, including the name of the subtenant. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding any such assignment or subletting, Tenant shall remain directly and primarily liable for the performance of its obligations under this Lease.

SECTION 12. Signs: Tenant shall, during the term of this Lease, have the right to install, maintain and replace in, on or over or in front of the demised premises or in any part thereof signs and advertising matter as Tenant may desire, and Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes.

SECTION 13. Responsibility for Claims and Liabilities: As between Landlord and Tenant, Tenant, unless released under the provisions of Section 15 hereof, shall be responsible for all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, alleged to have occurred on the demised premises during the term of this Lease or (b) the intentional misconduct or negligent acts or omissions of Tenant or of the agents, contractors, servants or employees of Tenant or (c) the use and operation by Tenant of the demised premises during the term of this Lease; excepting, however, in each case, claims, accidents, injuries, loss or damages arising from or as a result of the intentional misconduct or negligent acts or omissions of Landlord or its agents, contractors, servants or employees. As between Landlord and Tenant, Landlord, unless released under the provisions of Section 15 hereof, shall be responsible for all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, alleged to have occurred in or about the demised premises prior to the Commencement Date or after then end of the term of this Lease or (b) the intentional misconduct or negligent acts or omissions of Landlord or the agents, contractors, servants or employees of Landlord or (c) the use, operation and maintenance of the demised premises prior to the Commencement Date or after then end of the term of this Lease; excepting, however, in each case, claims, accidents, injuries, loss, or damages arising from or as a result of the intentional misconduct or negligent acts or omissions of Tenant or of the agents, contractors, servants or employees of Tenant. Each party hereto shall promptly notify the other of any claim asserted against such party with respect to which is the responsibility of the other party hereunder, and the party giving such notice shall promptly deliver to the other party the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. The party responsible for such claim as provided in this Section shall defend any such suit at its sole cost and expense with attorneys of its own selection, but the other party shall have the right, if it sees fit, to participate in such defense at its own expense. The provisions contained in this Section, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of either party to any person for claims from which a party is released, exempted and/or protected by Maine law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended.

SECTION 14. Insurance: (a) Tenant shall require that each stevedore licensee maintain with respect to the demised premises, liability insurance in the types and minimum amounts set forth below, in companies qualified to do business in the State of Maine, insuring Landlord, Tenant and any designee of Tenant having an interest in the demised premises, provided, however, that the obligation to maintain the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and there may be reasonable deductibles on such insurance.

	<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i)	Commercial General Liability (including Stevedore's legal liability and wharfinger's liability)	B.I./Death P.D.	\$1,000,000.00 \$1,000,000.00
(ii)	Vehicle Liability, including owned, hired or non-owned	B.I./Death P.D.	\$400,000.00 \$400,000.00
(iii)	Worker's Compensation, Employer's Liability (including an endorsement for Federal Longshoreman and Harbor Worker's coverage)	B.I./Death	Statutory amount
(iv)	Pollution coverage	Land to Sea Land to Land	\$1,000,000.00 \$1,000,000.00

(b) In addition to such licensee's insurance, Tenant shall maintain liability insurance (or have self insurance through the State of Maine) consistent with Tenant's limited liability under the Maine Tort Claims Act. Tenant shall deposit with Landlord certificates of both the licensee's insurance and its insurance prior to the commencement of the term, and thereafter within ten (10) days prior to the expiration of such policy. Such policies shall, to the extent obtainable, provide that the applicable policy may not be materially changed or cancelled without at least ten (10) days' prior written notice to Landlord.

(c) During the term of this Lease, Tenant shall maintain property insurance upon any buildings, equipment and other structures (including all improvements, alterations, additions and changes thereto) which are located on the demised premises (but not on the Terminal Building which is not a part of the demised premises) with coverage for perils at least as broad as

Insurance Services Office form CP 1030 (Causes of Loss-Special Form), in an amount not less than 90% of the full insurable replacement cost (i.e., total cost less value of land and non-destructibles such as foundations and underground utilities). Tenant shall not be required to carry flood or earthquake insurance. Tenant shall be responsible for determining the amount of property coverage insurance to be maintained. Landlord shall maintain similar insurance on the Terminal Building. Notwithstanding anything herein (1) Tenant's obligations to maintain any of the insurance required hereunder shall always be subject to the availability of the required insurance in the required amounts; (2) Tenant may self insure for all or any part of the required insurance (but Tenant shall not be deemed to be a self insurer unless it shall elect to self insure by notice in writing to Landlord, and notwithstanding such election Tenant shall not be considered a self insurer for risks other than those required to be insured against hereunder, or for amounts in excess of the amount of insurance required hereunder); and (3) Tenant may maintain its usual deductibles on such insurance. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to and shall be the absolute property of Tenant, and Landlord shall not be entitled to, and shall have no interest in, the proceeds of such insurance or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and shall execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(d) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the demised premises and other locations provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved. Tenant may by contract require its licensees, subtenants or other parties to perform some or all of Tenant's insurance obligations under this Section.

SECTION 15. Waiver of Subrogation: Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

SECTION 16. Damage or Destruction: In the event that, at any time during the term of this Lease, any one or more of the buildings on the demised premises shall be destroyed or damaged in whole or in part by fire or other casualty, Tenant shall within a reasonable time, at its own cost and expense, either repair and restore said damaged buildings to complete architectural units, or demolish and remove said damaged buildings from the demised premises and remove all rubble. Tenant shall not be entitled to any suspension or abatement of rent by reason of any such destruction or damage to the buildings and improvements upon the demised premises.

SECTION 17. Eminent Domain: (a) If, during the term of this Lease, the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the demised premises during the term of this Lease, as a result of which the demised premises are no longer reasonably usable, in whole or in substantial part, for the business then being conducted thereon or the use then being made thereof, or if as a result of a taking (or purchase in lieu thereof) the demised premises are deprived of direct, reasonable and adequate access to the public streets and highways, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date which is ninety (90) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event this Lease shall terminate or be terminated, the rental shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder.

(b) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of paragraph (a) of this Section 17 the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree, that the aggregate net award pertaining to the demised premises, after deducting all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith, payable to both Landlord and Tenant (herein called the "Fund") shall be paid and distributed as follows:

(1) There shall first be paid to Tenant an amount equal to the unamortized cost to Tenant of any buildings and other leasehold improvements paid for by Tenant and installed in, or made to, the premises at such time, and any award for lost profits of the Tenant or any of its subtenants or licensees.

(2) All of the Fund remaining after the payment specified in subparagraph (1) above, shall be paid to or retained by Landlord.

(c) (1) In the event that by notice to Landlord, Tenant elects after a partial taking (or purchase in lieu thereof) to make repairs to any of the building(s) and improvements on the demised premises affected by such taking (or purchase in lieu thereof) (to the extent feasible, taking into account the amount of land remaining after such taking or purchase) or to replace any of such building(s) or improvements, all compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase) shall be paid to Tenant for the purpose of paying towards the cost of such restoration or replacement, or, in the event that the parties hereto agree that only a portion of the aggregate award is sufficient to so restore or replace, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed pursuant to subparagraph (2) of this paragraph (c) of this Section.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase in lieu thereof) in excess of the amount thereof needed by Tenant to repair and restore the building(s) and improvements shall be distributed in the same manner as is provided in subparagraphs (1) and (2) of paragraph (b) of this Section, except that all compensation for any temporary taking shall be distributed to Tenant without participation by Landlord. In the event that any payment out of such compensation shall be paid to Landlord, then a portion of the rent payable hereunder shall be abated, effective from the date of taking (or purchase in lieu thereof), according to the nature and extent of the permanent injuries to the demised premises.

(d) Despite anything herein to the contrary contained, Tenant shall not be prevented from making a claim in its own name against any such condemning authority with respect to any trade fixtures, trade equipment, or personal property of any kind belonging to Tenant and not forming part of the real estate, or for the cost of moving all of the same, and any such award made directly to the Tenant shall belong entirely to Tenant.

SECTION 18. Utility Easements: Tenant shall have the right to enter into agreements with utility companies, and/or public authorities which provide necessary utilities, creating easements in favor of such companies and/or authorities as are required in order to service the demised premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense. Landlord represents that on the Commencement Date there exist adequate connections to the demised premises for public water, public sewer, stormwater drainage, electricity, telephone, gas and other utility services to enable Tenant to conduct Tenant's intended uses at the demised premises, and Landlord warrants that adequate connections will continue to exist for the term of this Lease. Landlord represents and warrants that access between the demised premises and Commercial Street will exist for the term of this Lease from and after the Commencement Date.

SECTION 19. Mortgages: Landlord hereby covenants and agrees that during the term of this Lease (including any extensions thereof), Landlord shall not have the right or power to grant any mortgage or deed of trust or otherwise create any security or other liens or encumbrances upon or affecting the demised premises, or any part thereof, at any time and from time to time, and Landlord shall not have the right or power to modify, extend, renew, replace, refinance or otherwise change or affect any mortgage, deed of trust or other security at any time or from time to time created by Tenant pursuant to this Lease, and Landlord covenants and agrees that all such rights and powers are hereby exclusively and irrevocably vested in and granted to Tenant, subject to the terms and conditions hereinafter set forth.

SECTION 20. Leasehold Mortgages: (a) Tenant shall have the right, from time to time, to mortgage its interest in this Lease ("Tenant's Leasehold Estate") and to assign, pledge or hypothecate it as security for any such mortgage, and may grant a first-lien security interest to any purchase money lender for Tenant's Personal Property, it being expressly agreed however that except as may be specifically provided herein, Tenant shall have no authority, express or

implied, to create any lien, charge or encumbrance upon the fee estate of the Landlord in the Premises. Landlord hereby subordinates any contractual, statutory, constitutional or common law lien to which Landlord may be entitled against Tenant's Personal Property to the lien or security interest of any such lender.

(b) If any mortgagee or holder of the indebtedness secured by any leasehold mortgage of Tenant ("Leasehold Mortgagee") shall notify the Landlord in the manner herein provided for the giving of notice of such mortgage and name and place for service of notice upon such Leasehold Mortgagee, then and in such event, Landlord agrees to give any Leasehold Mortgagee simultaneously with service on Tenant a duplicate of any and all notices of demand or default. Further, in the event of any such default by Tenant under this Lease, the Leasehold Mortgagee shall have the privilege of performing any of Tenant's covenants or of curing any defaults by Tenant hereunder.

(c) No liability for the payment of rental or the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed upon any Leasehold Mortgagee unless and until such Leasehold Mortgagee assumes possession of the Premises.

(d) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default or the act or omission which gave rise to such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate ("Termination Notice") at least 15 days in advance of the proposed effective date of such termination ("Termination Notice Period"). The provisions of Section 25(e) below shall apply if, during such Termination Notice Period, any Leasehold Mortgagee shall:

(i) notify Landlord in writing of such Leasehold Mortgagee's desire to act pursuant to such notice given by Landlord, and

(ii) pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the Termination Notice, as well as all payments which may become due during such Termination Notice Period, and

(iii) comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee.

(e) If a Leasehold Mortgagee shall have proceeded in the manner provided for in Section 25(d) above, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of three months, provided that such Leasehold Mortgagee shall, during such three month period:

(i) pay or cause to be paid the rent, additional rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgage; and

(ii) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(f) If a Leasehold Mortgagee is complying with Section 25(e) above, upon the acquisition of Tenant's Leasehold Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise ("Successor Tenant") this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease, provided that Landlord shall have given its written consent to the Successor Tenant, such consent not to be unreasonably withheld, conditioned or delayed.

(g) Any Successor Tenant may, upon acquiring Tenant's Leasehold Estate and upon obtaining the written consent of Landlord (such consent not to be unreasonably withheld, conditioned or delayed), further sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to such Successor Tenant and thereafter be relieved of all obligations under this Lease; provided that such assignee has delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(h) Landlord shall upon request, execute, acknowledge and deliver to each leasehold mortgagee(s), an agreement prepared at the sole cost and expense of Tenant in form satisfactory to such leasehold mortgagee(s) between Landlord, Tenant and the leasehold mortgagee(s), agreeing to all of the provisions of this Section 20. Tenant's rights under this Section 20 may also be exercised by any subtenant of all or any part of the demised premises.

SECTION 21. Subleases: If for any reason, other than a default caused by a sublessee as provided below, this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this Lease, Landlord covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the demised premises and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between Landlord hereunder and the sublessee thereunder, with the same force and effect as if Landlord hereunder had originally entered into such sublease as Landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by Landlord under this Lease to recover possession of the demised premises or for any other relief. Landlord shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as each sublessee shall require. If this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord due to a default made by Tenant which is caused by a sublessee, such termination of

this Lease shall also result in a termination of said sublease. Any licenses issued by Tenant with respect to the demised premises shall terminate effective upon any termination of this Lease.

SECTION 22. Hazardous Materials: As between Landlord and Tenant, Landlord shall be responsible for any loss, liability or expense relating to personal, property or economic injury (including any costs incurred by Tenant in connection with the correction of any violation of Environmental Laws) arising from the presence of Hazardous Materials located within the demised premises (other than any such Hazardous Materials introduced by Tenant). As between Landlord and Tenant, Tenant shall be responsible for any loss, liability or expense relating to personal, property or economic injury (including any costs incurred by Landlord in connection with the correction of any violation of Environmental Laws) arising from the presence of Hazardous Materials located within the demises premises if introduced by Tenant. Tenant agrees that it will comply with all Environmental Laws with respect to Tenant's use of the premises. Each party will promptly notify the other party and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the environmental condition of the premises or compliance with Environmental Laws. Landlord shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the premises, pursuant to any reasonable written request of Tenant after Tenant has reason to believe that Hazardous Materials are located within the demised premises (other than any such Hazardous Materials introduced by Tenant) or that such Hazardous Materials may be in violation of Environmental Laws (including, but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Tenant the reports and other results thereof, and Tenant shall be entitled to rely on such reports and other results thereof. Landlord shall, at its sole cost and expense, comply with all reasonable written requests of Tenant to (A) reasonably effectuate remediation of any condition in, on, under or from the premises, (B) comply with any Environmental Law, (C) comply with any directive from any governmental authority, and (D) take any other reasonable action necessary or appropriate for protection of human health or the environment. Any such environmental inspections and samplings, shall be performed by Landlord during regular business hours (except in the event of an emergency) or during such other hours as Landlord and Tenant may agree. Landlord will use reasonable efforts to minimize interference caused by Landlord's entry and remediation efforts. Upon completion of any sampling or remediation work Landlord will restore the affected area of the premises from any damage caused by Landlord's sampling and remediation reasonably promptly. The provisions of this Section 22 shall survive the expiration or earlier termination of this Lease. For the purposes of this Lease, the term "Environmental Laws" shall be defined to include all present or future laws or regulations regarding the use, storage, removal or abatement of hazardous, toxic and/or environmentally controlled materials. As used herein, "Hazardous Materials" shall mean all hazardous, toxic and/or environmentally or statutorily controlled materials.

SECTION 23. Quiet Enjoyment; Landlord's Warranties: (a) Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances

thereto without hindrance or molestation. Landlord shall deliver full and actual possession of the demised premises to Tenant upon the Commencement Date of this Lease, subject to the occupancy of office trailer and storage area by Ports America Maine pursuant to the lease set forth on Exhibit C.

(b) Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord has fee simple title to the land which constitutes the demised premises (other than the Submerged Land as to which Landlord has a valid leasehold interest under the Submerged Lands Lease) free and clear of all defects, encumbrances, restrictions, liens, leases, tenancies, easements, agreements, contract rights, or other claims or interests (collectively "Encumbrances") except for those listed on Exhibit "D" hereto; that on and after the Commencement Date this lease shall be a first lien upon the demised premises free and clear of all Encumbrances except for those listed on Exhibit D or created by Tenant, and there shall be no mortgages, deeds or trust or liens having priority over this Lease; that no such matter listed on Exhibit D shall adversely affect the use and enjoyment of the demised premises or the building or improvements thereon in accordance with the terms of this Lease; that Landlord and any person executing this Lease in a representative capacity has full right and lawful authority to execute this Lease for the term in the manner and upon the conditions and provisions herein contained; that Landlord has not granted to any other person or entity other than Tenant any rights of first refusal or right to purchase the demised premises; that from and after the Commencement Date there shall be no legal impediment to the use of the demised premises or the building or improvements thereon as a marine freight terminal; that the demised premises are contiguous to Commercial Street along the full length of the demised premises and have free and lawful access to Commercial Street. Landlord covenants and agrees to reimburse Tenant from and against all damages, claims, demands, penalties, liabilities, costs and expenses (including reasonable attorneys fees) arising directly or indirectly from any breach of or inaccuracy in the warranties, representations or provisions of paragraphs (a) or (b) of this Section 23. Without limiting the foregoing, Tenant shall, in addition to the foregoing remedies, be entitled to deduct from the rent and/or additional rent due hereunder the reasonable cost of curing or removing any Encumbrance or condition which is inconsistent with the provisions of said paragraphs (a) or (b) hereof provided that Tenant shall have first notified Landlord of the Encumbrance or condition and Landlord shall have failed to remove or cure the same within thirty (30) days of said notice. Landlord covenants and agrees that in addition to any other legal or equitable remedies available to Tenant, Tenant shall have the right to terminate this Lease for any breach of or inaccuracy in the warranties, representations or provisions of paragraphs (a) and (b).

SECTION 24. Defaults: (a) If default shall be made in the due and punctual payment of any installment of rent payable under this Lease, when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default; then and in any such event, Landlord, at any time while such default shall continue after the expiration of such thirty (30) day period, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such

notice which date shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice, this Lease and the term hereby demised and all rights of Tenant under this Lease, including any renewal or extension privileges whether or not exercised, shall expire and terminate. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the demised premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the demised premises and possess and repossess itself thereof, by summary proceedings, and may dispossess Tenant and remove Tenant and all other persons and property from the demised premises and may have, hold and enjoy the demised premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossession, shall relieve Tenant of its liability and obligation under this Lease to pay rent based on Net Revenues or Gross Revenues, as applicable, for the period prior to such termination.

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing paragraph (a), and such default shall continue for a period of sixty (60) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said sixty (60) day period, Tenant fails to proceed within said sixty (60) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which, under all prevailing circumstances, shall be reasonable, then Tenant shall be in default under this Lease and Landlord shall be entitled to terminate this Lease. Upon said termination, Tenant shall quit and peacefully surrender the demised premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the demised premises and possess and repossess itself thereof, by summary proceedings, and may dispossess Tenant and remove Tenant and all other persons and property from the demised premises and may have, hold and enjoy the demised premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossession, shall relieve Tenant of its liability and obligation under this Lease to pay rent based on Net Revenues or Gross Revenues, as applicable, for the period prior to such termination.

(c) Simultaneously with the sending of the notice described in paragraphs (a) and (b) of this Section 24 to Tenant, Landlord shall send a copy of such notice to any leasehold mortgagee(s) and to any persons or parties having an interest in the demised premises that Tenant may select in writing from time to time. The curing of any default(s) within the above time limits, or within the time limits provided in Section 20 hereof with respect to cure by a leasehold mortgagee, by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

SECTION 25. Disputes: It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions hereof, the Tenant shall have the right to make payment "under protest" and such payment shall not be regarded as a

voluntary payment and there shall survive the right on the part of Tenant to institute suit for the recovery of such sum, and if it shall be adjudged that there was no legal obligation on the part of Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by Tenant under the provisions hereof, Tenant may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of Tenant to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of Tenant to perform such work or any portion thereof, Tenant shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant was not legally required to perform under the provisions of this Lease.

SECTION 26. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.

SECTION 27. Self-Help: (a) If Tenant shall default in the performance or observance of any agreement, obligation, condition or other provision in this lease contained on its part to be performed or observed other than an obligation to pay money, and shall not cure such default within sixty (60) days after notice in writing from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any reasonable amount paid or any reasonable contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due hereunder.

(b) If Landlord shall default in the performance or observance of any agreement, obligation, warranty, condition or other provision in this lease contained on its part to be performed or observed, and if Landlord shall not cure such default within sixty (60) days after written notice from Tenant specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord, and any amount reasonably paid by Tenant or any contractual liability reasonably incurred by Tenant in curing such default shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor; provided that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to Landlord, as long as the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the demised premises or the continued operation in the usual manner of Tenant's business therein, or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant within thirty (30) days after demand for any amount paid for the account of Landlord in accordance with the provisions of this paragraph (b), Tenant may deduct said amount, together with interest thereon at the variable rate per annum which is three percent (3%) per annum greater than the "Prime Rate" of interest as then set forth in the "Money Rates" column of the Wall Street Journal or any successor publication, from the next several payments of rent and other charges due hereunder until such amounts, together with interest as aforesaid, have been fully recovered by Tenant. The good faith deduction of rent or other charges by Tenant in accordance with the provisions hereof shall not constitute a default by Tenant in the payment of rent or other charges or in the performance of its obligations under this lease unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after a final adjudication that such amount is due and owing to Landlord.

SECTION 28. Zoning: Landlord hereby authorizes Tenant, for the term of this lease, in Landlord's name if necessary, to apply for and secure from any governmental authority having jurisdiction over the demised premises and the building or improvements, any permits, licenses approvals, consents, or the like (hereinafter "Permits") as Tenant desires. Landlord covenants and agrees, throughout the term of this Lease, to cooperate fully with Tenant in any and all applications and proceedings and appeals made or prosecuted by Tenant in connection with obtaining any necessary Permits under the zoning, land use, environmental and/or building regulations, ordinances, codes, laws and directives of all of the federal, state, town and other authorities having jurisdiction over the development and use of the demised premises and the building or improvements. Landlord shall, if requested by Tenant, execute and join in the execution of any and all applications, documents, instruments, consents and authorizations requested by Tenant which shall be necessary or desirable with respect thereto, including any appeals therefrom, including appeals to the courts having jurisdiction in the matter. Tenant may prosecute such applications, proceedings and appeals in its own or in Landlord's name and through counsel of its choice, but shall do so at its own cost and expense, except that Landlord shall bear the cost and expense of any applications, proceedings or appeals resulting from or

necessitated by any breach of or inaccuracy in the warranties, covenants or representations of Landlord hereunder, including without limitation those contained in Sections 18 and 23 hereof.

SECTION 29. Force Majeure: In any case where either party hereto is required to do any act (except for the payment of money), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time."

SECTION 30. Notices: All notices and other communications authorized or required hereunder shall be in writing and shall be either delivered in person to the party to whom they are addressed or sent by certified mail or registered mail, return receipt requested, or by overnight carrier, in each case with all postage and mailing charges prepaid and addressed in the manner hereinafter provided. Any such notice or other communication which is required to be given within a certain period or prior to a certain date in order to be effective shall be deemed to have been given by the sending party when personally delivered or mailed in the manner herein provided to the party to whom such notice or other communication shall be addressed. Any such notice or other communication which requires or anticipates a response by the receiving party within a certain period or prior to a certain date shall be deemed to have been given to the receiving party when received or refused by the party to whom such notice or other communication is addressed. For the purposes hereof, any notice or other communication shall be deemed to have been received by the party to whom addressed on the third (3rd) business day after the posting of the same in the United States Mail in the manner herein provided and on the first (1st) business day after the deposit of the same with an overnight carrier as herein provided. Any notice or other communication intended for Landlord shall be mailed to Landlord at:

City Manager
Portland City Hall
389 Congress Street
Portland, ME 04101

or at such other address or addresses as Landlord may hereafter designate by notice to Tenant; and any notice or other communication intended for Tenant shall be mailed to Tenant at:

Maine Port Authority
ATTN: John Henshaw, Executive Director
16 State House Station
Augusta, Maine 04333-0016

or at such other address or addresses as Tenant may hereafter designate by notice to Landlord.

SECTION 31. Estoppel Certificates: Each party agrees that at any time, and from time to time, upon not less than fourteen (14) days prior notice, at either party's request, it shall execute, acknowledge and deliver to the other party, a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect, or if there are modifications, stating the modifications and that the Lease as modified is still in full force and effect, and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid.

SECTION 32. Purchase Rights of Tenant: On each occasion on which Landlord shall decide or desire to sell all or any part or parts of the demised premises during the term of this Lease, Landlord shall give written notice to Tenant describing the premises which Landlord desires to sell and setting forth the terms and conditions upon which Landlord proposes to sell said premises, which notice shall constitute an offer by Landlord to sell said premises to Tenant on the terms and conditions set forth in said notice. Tenant may then accept such offer by giving written notice of such acceptance within one hundred twenty (120) days after receipt of the written offer by Landlord. The acceptance by Tenant of such offer shall be deemed to create a binding agreement between Landlord and Tenant for the sale of said premises on the terms and conditions set forth in the offer without need for any further instrument or agreement, which purchase and sale shall be consummated by a closing to be held within sixty (60) days after acceptance of the offer. If Tenant shall fail to accept any offer from Landlord made in accordance herewith, Landlord may sell the premises described in such offer to any other party; provided, however, (1) that such sale shall be subject to this Lease and particularly to the provisions of this Section 32 with respect to any future sales, and (2) that Landlord shall not sell the premises described in such offer to another party on terms and conditions more favorable than those offered to Tenant without first re-offering said premises to Tenant on the more favorable terms and conditions, which reoffer shall remain open for a period of thirty (30) days and may be accepted by Tenant in the manner provided herein with respect to the original offer. Notwithstanding the failure by Tenant to exercise the above-described right to purchase on any one occasion or with respect to one portion of the demised premises, Tenant shall retain the right to purchase with respect to any other occasions or any other portions of the demised premises offered for sale by Landlord.

SECTION 33. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

SECTION 34. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 35. Holding Over: In the event that Tenant shall continue in occupancy of the demised premises after the expiration of the term hereof, such occupancy shall not be deemed to

extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained at a rent equal to the rent in effect during the last lease year of the term, prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the term hereof except as is otherwise expressly provided in this Lease.

SECTION 36. Memorandum of Lease: The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a memorandum or notice of lease, setting forth the names of the parties, a description of the demised premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request. Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Lease. If any gains tax or transfer tax is due from Landlord due to the execution or recording of this Lease, Landlord shall remit the same promptly upon demand by Tenant.

SECTION 37. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The word "Landlord", and the pronouns referring thereto, shall mean where the context so admits or requires, the persons, firm or corporation named herein as Landlord, and if there is more than one landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the obligations of the firm. The word "Landlord," as used herein, means only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease, the transferor shall cease to be liable and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

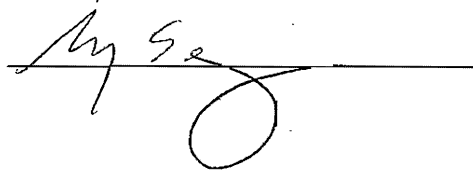
SECTION 38. Entire Agreement: This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except by a writing executed by both parties. It is expressly agreed by the parties hereto that the terms and provisions of this Lease are intended to apply only with respect to the leasehold estate created with respect to the demised premises.

SECTION 39. Successors and Assigns: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, successors and assigns.

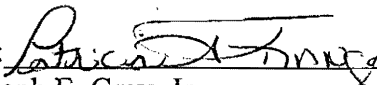
SECTION 40. No Broker: Landlord and Tenant agree that no brokers have been involved in this transaction, and each agrees to reimburse the other for any losses, damages, costs or expenses (including reasonable attorneys' fee) that either party may suffer as a result of claims made or suits brought by any other broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim. The provisions of this Section 40 shall survive any termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WITNESS:

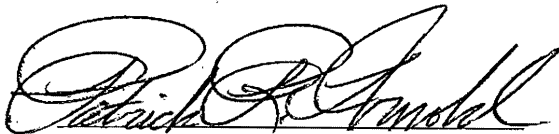


CITY OF PORTLAND, MAINE

By:  Acting M.
Joseph E. Gray, Jr.
Its City Manager

"Landlord"

MAINE PORT AUTHORITY



By: 
Its
Executive Director

"Tenant"

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

A certain lot or parcel of land situated along Portland Harbor in the City of Portland, Cumberland County, State of Maine, and bounded and described as follows:

BEGINNING at a rebar found on the southeasterly line of Commercial Street located at the westerly corner of land now or formerly of General Marine Construction Corporation;

THENCE, S54°06'32"E 410.00' along said General Marine Construction Corporation to a point;

THENCE, S54°06'32"E 319.48' along said General Marine Construction Corporation to a point along the Harbor Commissioner's Line;

THENCE, S43°30'57"W 863.62' along said Harbor Commissioner's Line to a point;

THENCE, S38°44'28"W 247.02' along said Harbor Commissioner's Line to a point at the northeasterly line of land now or formerly of Cumberland County

THENCE, N32°32'17"W 141.63' along said Cumberland County to a point at the southerly corner of a Transformer Facility Easement to the State of Maine;

THENCE, N32°32'17"W 42.28' along said Cumberland County and the southwesterly line of said Transformer Facility Easement to a point at the southeasterly end of a Bridge Maintenance Facility Access Easement of the State of Maine;

THENCE, N32°32'17"W 389.86' along said Cumberland County and the southwesterly line of said Bridge Maintenance Facility Access Easement to a point at land now or formerly of Maine Central Railroad Company;

THENCE, N32°36'28"E 107.89' along said Maine Central Railroad Company to a point;

THENCE, N30°54'28"E 577.45' along said Maine Central Railroad Company to a drill hole set;

THENCE, N30°54'28"E 60.64' to a point along the line of said Commercial Street;

THENCE, S54°04'32"E 5.52' along the line of said Commercial Street to a point;

THENCE, N30°54'28"E 148.93' along the line of said Commercial Street to the **POINT OF BEGINNING**.

Meaning and intending to describe a lot or parcel of land containing 14.33 Acres or six hundred twenty-four thousand three hundred thirty-five square feet (624,335 S.F.), more or less.

Bearings referenced herein are Grid North NAD83 Maine State Plane West Zone.

Said lot or parcel of land herein described being shown on a plan titled "Standard Boundary Survey For Property At Portland International Marine Terminal Commercial Street Portland, Cumberland County, Maine Owned by City of Portland" prepared by Easterly Surveying Incorporated, Dated 8/14/2002, Revision B 9/16/06, said plan on file in the Portland Department of Public Services Engineering Archives Vault.

Meaning and intending to describe an area of land being a certain lot or parcel of land as described in a deed to the City of Portland, dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33, and a certain lot or parcel of land as described in a deed dated November 12, 1976 and recorded in said Registry in Deed Book 3941, Page 348.

EXHIBIT B

(Submerged Lands Lease)

STATE OF MAINE
SUBMERGED LANDS LEASE

No. 16-17A
(Amended 8/30/94)

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Public Lands (hereinafter Lessor), an agency of the State of Maine Department of Conservation, by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Section 558-A, and The City of Portland (hereinafter Lessee) of 389 Congress Street, Portland, Maine 04101. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Fore River, Portland, Maine, totalling 130,400 square feet (3.0 acres) +/-, abutting adjacent upland now owned by the City of Portland, as further described in Attachment A which is hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on May 2, 1988 and continue to December 31, 2017.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of a public multipurpose marine terminal facility, as described in Maine Department of Environmental Protection Wetlands Alteration Permit Application, Number L-015169-03-A-N, and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** No rights leased herein by Lessor may be assigned or

sublet by Lessee without the prior written consent of Lessor. All rights remain subject to the Rules of the Bureau of Public Lands and all applicable laws and amendments thereto. Notwithstanding any such assignment or sublease, Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. **EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT.** Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof, that may have been formerly held by constructive easement under Title 12 M.R.S.A. Section 558-A or otherwise.

7. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows:

\$00.00 (Nil)

8. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended. Such adjustments may not be made more often than once in any five-year period, as reckoned from December 31, 1990. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate Lease within 120 days of notice of adjustment as Lessee's sole remedy.

9. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

10. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold Lessor harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

11. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

12. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

13. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

14. **DEFAULT.** The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease. When Lessee's failure is caused by circumstances beyond Lessee's control, Lessee shall bring about compliance within thirty (30) days of notice of such failure, or, if such failure of compliance beyond Lessee's control cannot be cured within thirty (30) days, Lessee shall promptly and

diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits;

- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon the occurrence of any such event of default, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, cancel this lease without notice or demand to Lessee and enter onto and take possession of leased premises. Lessee shall be liable to Lessor for any loss and expenses incurred by Lessor by reason of such termination.

15. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

16. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Public Lands, State House Station 22, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

17. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

18. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefor, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

19. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to change or cancellation, in whole or in part, by reason of any Act of the Legislature, and is subject, in whole and in part, to the provisions of the Rules of the Bureau of Public Lands.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and

ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

Accepted and agreed to on

October 5, 1994

OCT 6, 1994

Robert B. Ganley
(Lessee Signature)

Thomas A. Morrison
(Lessor Signature)

Robert B. Ganley
(Print Name)

City Manager
(Title)

Portland City Hall
(Address of Record)

389 Congress Street

Portland, ME 04101-3509

Thomas A. Morrison

Director, Bureau of Public Lands

Department of Conservation

State of Maine

EXHIBIT C

1. Stevedore License between City of Portland and P&O Ports, dated April 27, 2001

EXHIBIT D

1. Easement from the City of Portland to the Maine Department of Transportation

EXHIBIT C
[IMT Submerged Lands Lease]

STATE OF MAINE

SUBMERGED LANDS LEASE

No. 2011-L-47

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands (hereinafter Lessor), an agency of the State of Maine Department of Agriculture, Conservation and Forestry by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and **CITY OF PORTLAND** (hereinafter Lessee) **389 CONGRESS STREET, PORTLAND, ME 04101**. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in the Fore River, City of **Portland**, Maine, totaling 80,017 +/- square feet, abutting adjacent upland recorded in Cumberland County Registry of Deeds Book 3161 Page 33 and Book 26094 Page 31 now owned by the City of Portland as further described in Attachments A, B and C which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on January 1, 2018 and continue to December 31, 2047.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of concrete and timber wharfs and dock for international marine terminal use as described in Bureau of Parks and Lands Submerged Lands Application Number 2265-R and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease,

Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. RENTAL. Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. RENTAL ADJUSTMENT. Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. TAXES. Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. INDEMNITY. Lessee shall defend, or cause to be defended, and indemnify and hold Lessor, its employees and agents, harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees. Nothing herein is intended to waive the defenses, immunities, and limitations of liability afforded to Lessee by applicable law, including but not limited to the Maine Tort Claims Act, 14 M.R.S § 8101 et seq.

10. MAINTENANCE. Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. GENERAL RESTRICTIONS. No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. CASUALTY REPLACEMENT. In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. DEFAULT. The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease.

C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;

- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Except as otherwise provided in this paragraph, Lessee must cure any default within thirty (30) days of notice of same. Regarding section 13.B only, if a default occurs and Lessee has satisfied to Lessor that the nature of the default is such that it cannot be cured within thirty (30) days, Lessee shall promptly notify Lessor in writing of the circumstances that exist that require additional time to cure, and cause said default to be cured within the additional amount of time as determined by Lessor. If the default has not been cured within 30 days of Lessor's notice, or within the additional time period granted by Lessor when Lessee is unable to cure the default within 30 days, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of any default or termination.

14. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

19. ABANDONMENT. Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of

any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT. Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

23. REPLACEMENT. This Lease hereby cancels and replaces Submerged Lands Lease No. 16-17AL issued to the City of Portland that commenced on May 2, 1988.

Accepted and agreed to on

_____, 2021

_____, 2021

(Lessee Signature)

(Lessor Signature)

Jon P. Jennings

Andrew R. Cutko

City Manager

Director, Bureau of Parks & Lands

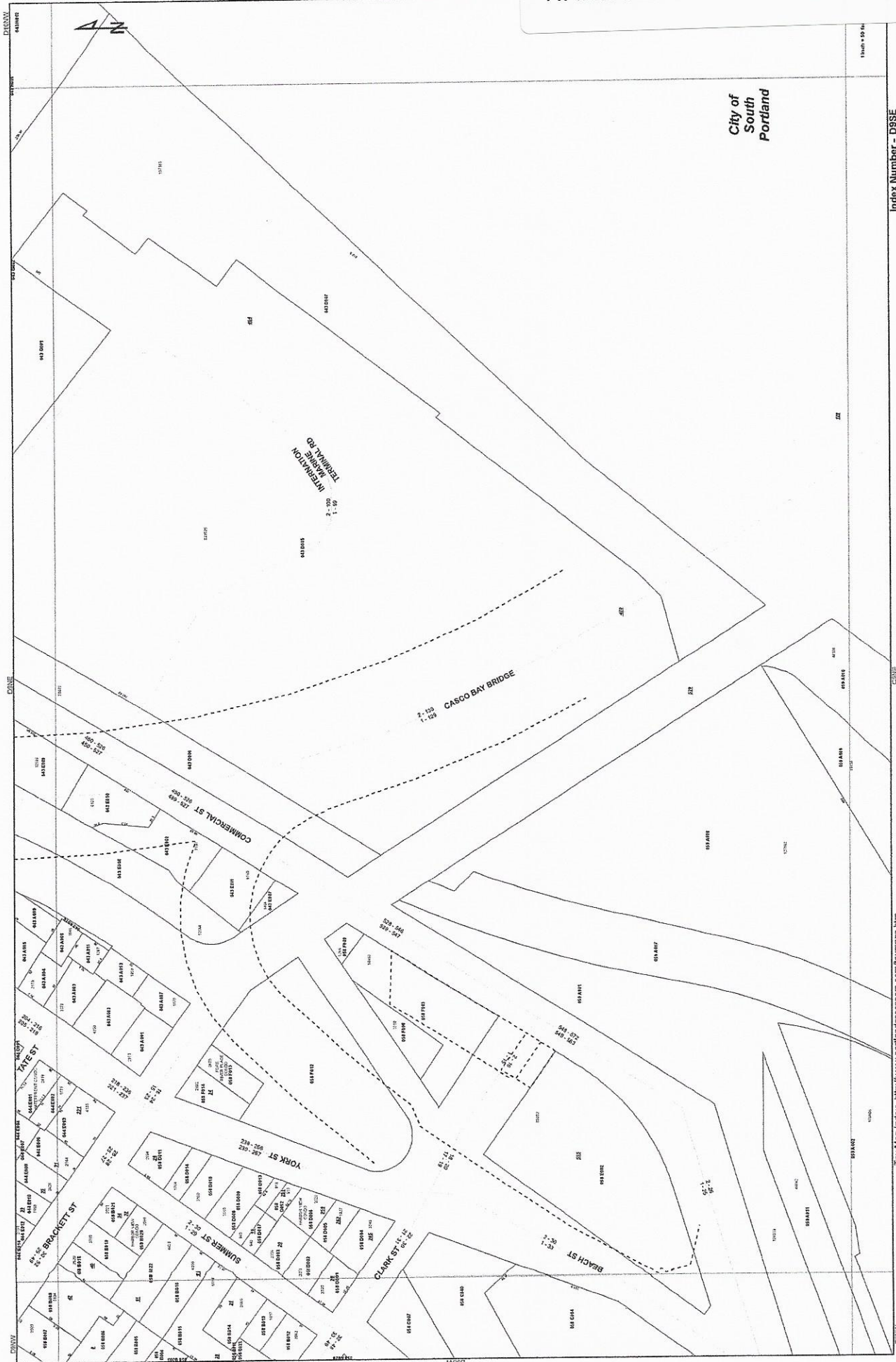
City of Portland

Department of Agriculture, Conservation & Forestry

389 Congress Street
Portland, Maine 04101

State of Maine

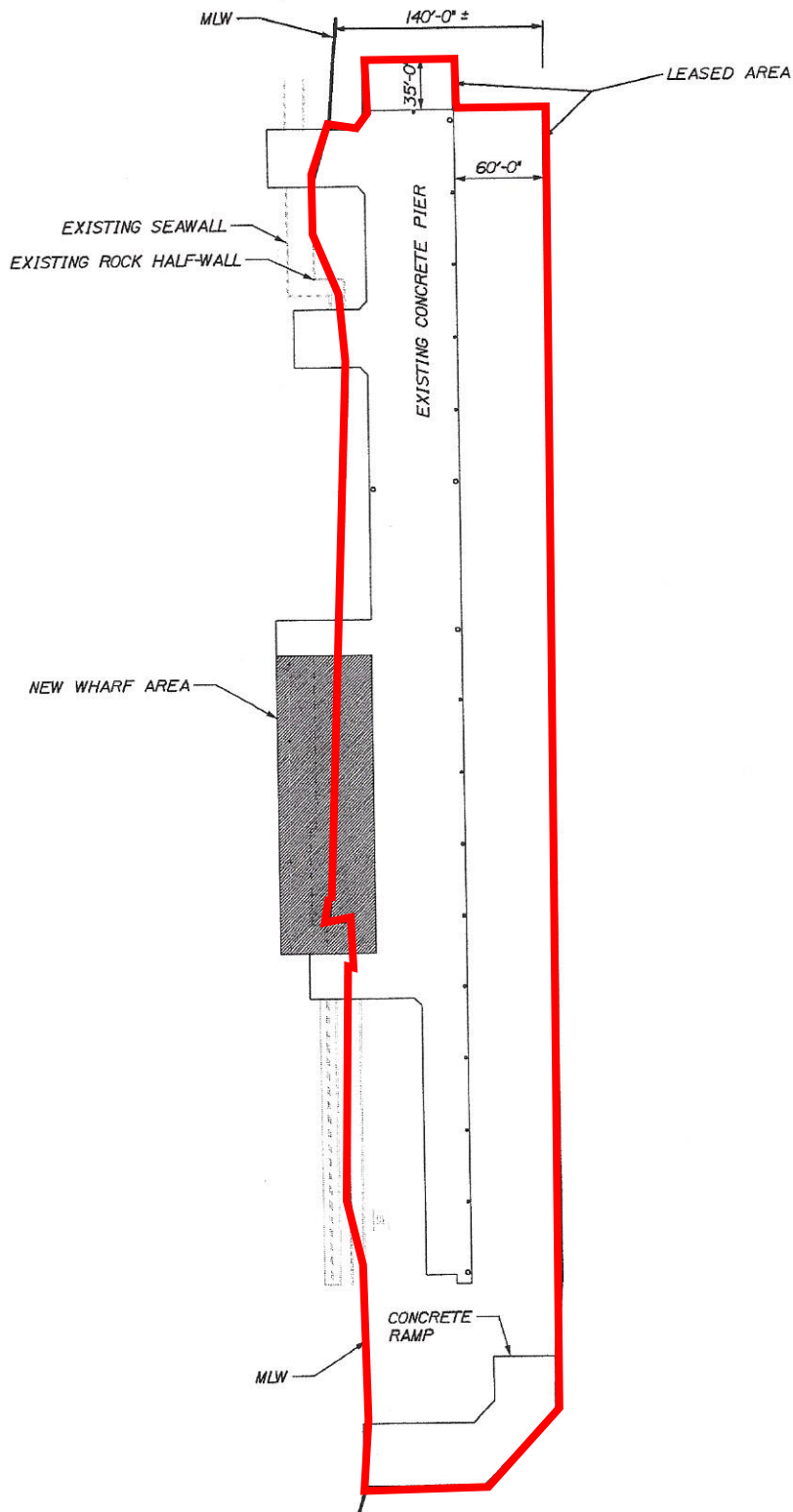




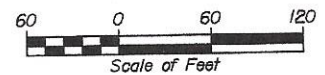
Index Number - D9SE

Tax Map Index: <http://www.portlandassessors.com/taxmaps.htm>

April 1 2012 to 2013



PLAN



STATE OF MAINE SUBMERGED LANDS LEASE
PORTLAND INTERNATIONAL MARINE TERMINAL

FIGURE

HNTB

DATE: July 27, 2017

/

EXHIBIT D
[Water Services Agreement]

AGREEMENT BETWEEN THE CITY OF PORTLAND, THE MAINE PORT AUTHORITY,
AND THE PORTLAND WATER DISTRICT
RE: WATER SERVICE

This agreement is made this 27th day of August, 2018 by and between the **City of Portland**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine (the "City"), the **Maine Port Authority**, a body politic and corporate and an instrumentality of the State of Maine created pursuant to 23 M.R.S. § 4420, with offices located in Augusta, Maine (the "MPA"), and the **Portland Water District**, a quasi-municipal corporation organized under the laws of the State of Maine with a place of business at 225 Douglass Street, Portland, Maine ("PWD").

Whereas, the City is the owner of adjoining properties improved as and commonly known as the International Marine Terminal located on Commercial Street in Portland, Maine by virtue of the following deeds (collectively, the "Property"):

- a. Deed to the City of Portland dated February 25, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3161, Page 33. This parcel is further identified as Map 43, Lot G-1 of the City's municipal tax records; and
- b. Deed to the City of Portland dated November 12, 1976 and recorded in said Registry of Deeds in Book 3941, Page 348. This parcel is further identified as Map 43, Lot D-5 of the City's municipal tax records; and

Whereas, the City leases the Property to the MPA through a Lease Agreement between the City and MPA dated June 1, 2009 (the "Lease"); and

Whereas, the MPA is performing improvements to the Property that include constructing an additional building (the "Planned Development"); and

Whereas, MPA's proposed water service for the Planned Development shares a water service with the existing improvements located on the Property (the "Existing Improvements"), which is not in conformance with the Terms and Conditions of Water Service as enacted by the Portland Water District; and

Whereas, the Property has the potential to be subdivided in the future, which will require that individual conforming water service improvements be implemented on the subdivided portion of the Property as a condition of continued water service by PWD.

Now Therefore, in consideration of PWD providing water service to the Property and the Planned Development, the parties hereby agree as follows:

1. Upon the completion of the Planned Development as shown on a plan entitled "Utility Plan" for the Portland International Marine Terminal Maintenance and Operations Building dated April 13, 2018, as it may be amended thereafter, which plan is attached hereto and incorporated herein by reference, the MPA will own multiple buildings on the Property that will not be in compliance with PWD's Terms and Conditions of Water Service.
2. MPA has proposed, and PWD has approved, a plan whereby multiple buildings on the Property will be served by one water service and one water meter.
3. For the purpose of this Agreement, the Planned Development shall be considered an auxiliary improvement to the Existing Improvements on the Property.
4. In the event of further subdivision of the Property, or if the Property is ever severed, individual conforming water services will need to be installed for water service to the subdivided portion of the Property; said service must be approved by PWD as a condition of PWD providing water service to the subdivided portion of the Property. Accordingly, upon expiration or earlier termination of the Lease, MPA hereby agrees, at its sole expense, to separate the water service at the Property so that the service to the existing buildings on the Property and the Planned Development will conform with PWD requirements in the event that the Property is subsequently subdivided; provided that, if MPA acquires ownership of the Property, this clause shall not obligate MPA to implement such separation of water service unless required by PWD as a condition of providing water service to a subsequently subdivided portion of the Property.
5. The terms of this Agreement shall inure to the benefit of and be binding upon the City, MPA, and their respective successors and assigns.

(Signatures on following two pages)

In Witness Whereof, the parties have caused this Agreement to be signed the day and date above written.

CITY OF PORTLAND

Sonia Bean

Witness

APPROVED AS TO FORM:

MEB
CORPORATION COUNCIL'S OFFICE

By: J.P. J-P

Its City Manager

Duly authorized

STATE OF MAINE

CUMBERLAND, ss.

August 15, 2018

Personally appeared the above-named Jon P. Jennings, in his/her capacity as City Manager of the City of Portland, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the City of Portland.

Before me,

SONIA T. BEAN
NOTARY PUBLIC
State of Maine
My Commission Expires
April 8, 2024

Sonia T. Bean

Notary Public/Attorney at Law

Printed Name

My Commission Expires:

MAINE PORT AUTHORITY

John Pulver

Witness

By: Matthew Burns

Its Acting Executive Director

Duly authorized

STATE OF MAINE

Cumberland, ss.

August 27, 2018

Personally appeared the above-named Matthew Burns, in his/her capacity as Acting Ex. Director of the Maine Port Authority, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Maine Port Authority.

Before me,

John Pulver

Notary Public/Attorney at Law

THERESA PULVER

Notary Public • State of Maine

My Commission Expires September 23, 2022

SEAL

PORTLAND WATER DISTRICT

Donna M. Katz
Witness

Carrie Lewis
Carrie Lewis, General Manager
Duly authorized

STATE OF MAINE
CUMBERLAND, ss.

August 21, 2018

Personally appeared the above-named Carrie Lewis in her capacity as the General Manager of the Portland Water District, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the Portland Water District.

Before me,

Donna M. Katz
Notary Public/Attorney at Law

Donna M. KATSIAFLEAS

Printed Name

My Commission Expires:

Received
Recorded Register of Deeds
Aug 31, 2018 11:55:56A
Cumberland County
Nancy A. Lane

EXHIBIT E
[Diagram of Cliff Island Wharf]



EXHIBIT F
[Cliff Island Submerged Lands Lease]

STATE OF MAINE
SUBMERGED LANDS LEASE

No. 1108-L-34

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands (hereinafter Lessor), an agency of the State of Maine Department of Agriculture, Conservation and Forestry by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and **THE CITY OF PORTLAND** (hereinafter Lessee) of **389 CONGRESS STREET, PORTLAND MAINE 04101-3503**. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Casco Bay, City of **Portland**, Maine, totaling 8,074+/- square feet, abutting adjacent upland now owned by The City of Portland as further described in Attachments A, B and C and which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on November 1, 2014 and continue to December 31, 2034.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of an existing pier, ramp and float and associated berthing area for use as a public access facility and ferry terminal as described in Bureau of Parks and Lands Submerged Lands Application Number SL 1243-CE and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease,

Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold Lessor, its employees and agents, harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

10. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. **DEFAULT.** The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease. When Lessee's failure is caused by circumstances beyond Lessee's control, Lessee shall bring about compliance within thirty (30) days of written notice of such failure, or, if such failure of compliance beyond Lessee's control cannot be cured within thirty (30) days, Lessee shall promptly and diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits;

- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Notwithstanding section 13. B. above, if the default event has not been cured within 30 days of such notice, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of such default or termination.

14. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

19. ABANDONMENT. Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without

Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT. Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

Accepted and agreed to on

November 18, 2014


(Lessee Signature)

Sheila Hill-Christian
(Print Name)

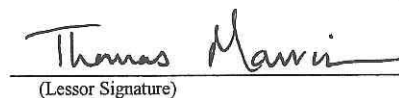
Acting City Manager
(Title)

City of Portland
(Address of Record)

389 Congress St.

Portland ME 04101

Nov 21, 2014


(Lessor Signature)

Thomas A. Morrison

Acting Director, Bureau of Parks and Lands

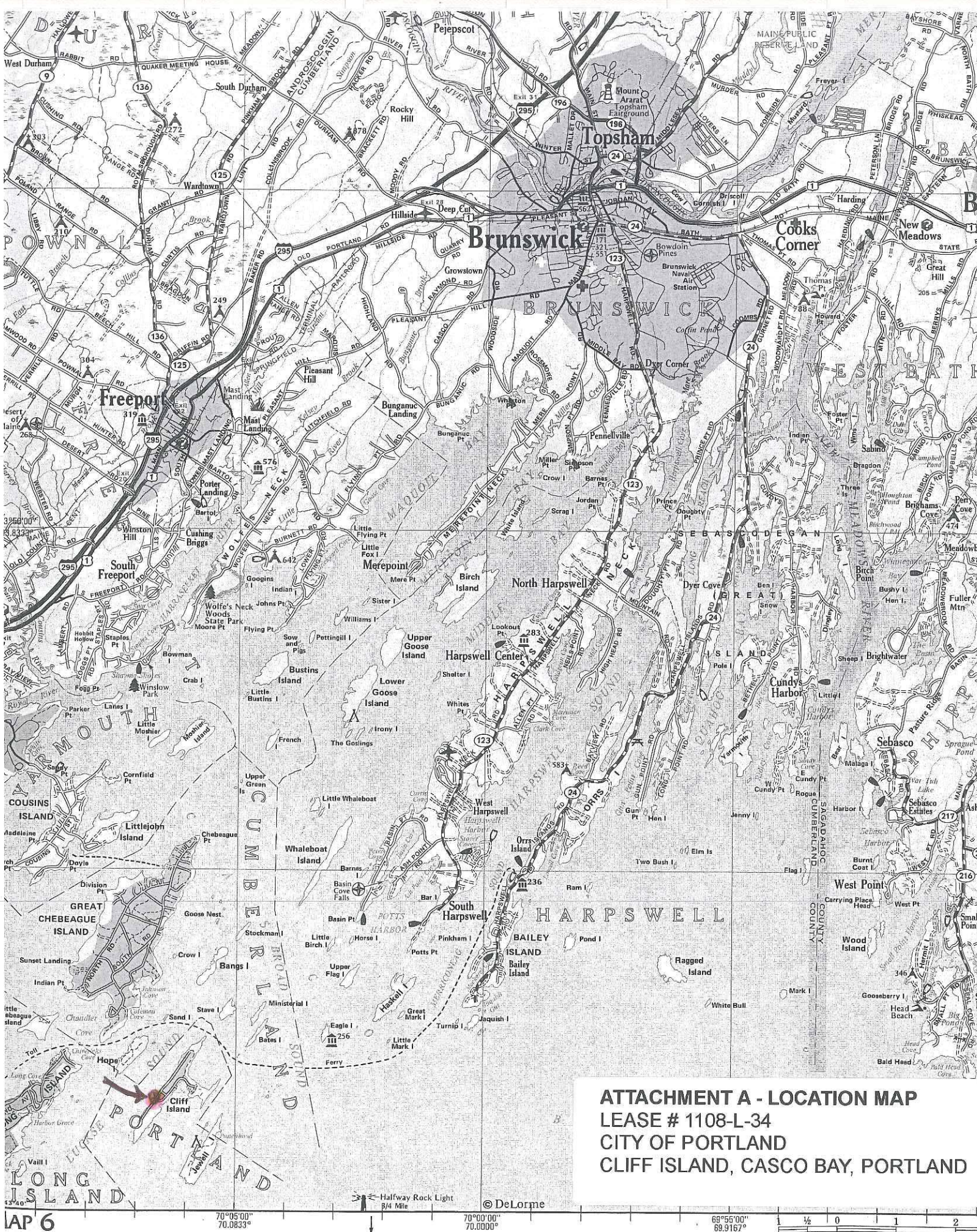
Department of Agriculture, Conservation & Forestry

State of Maine

8/12

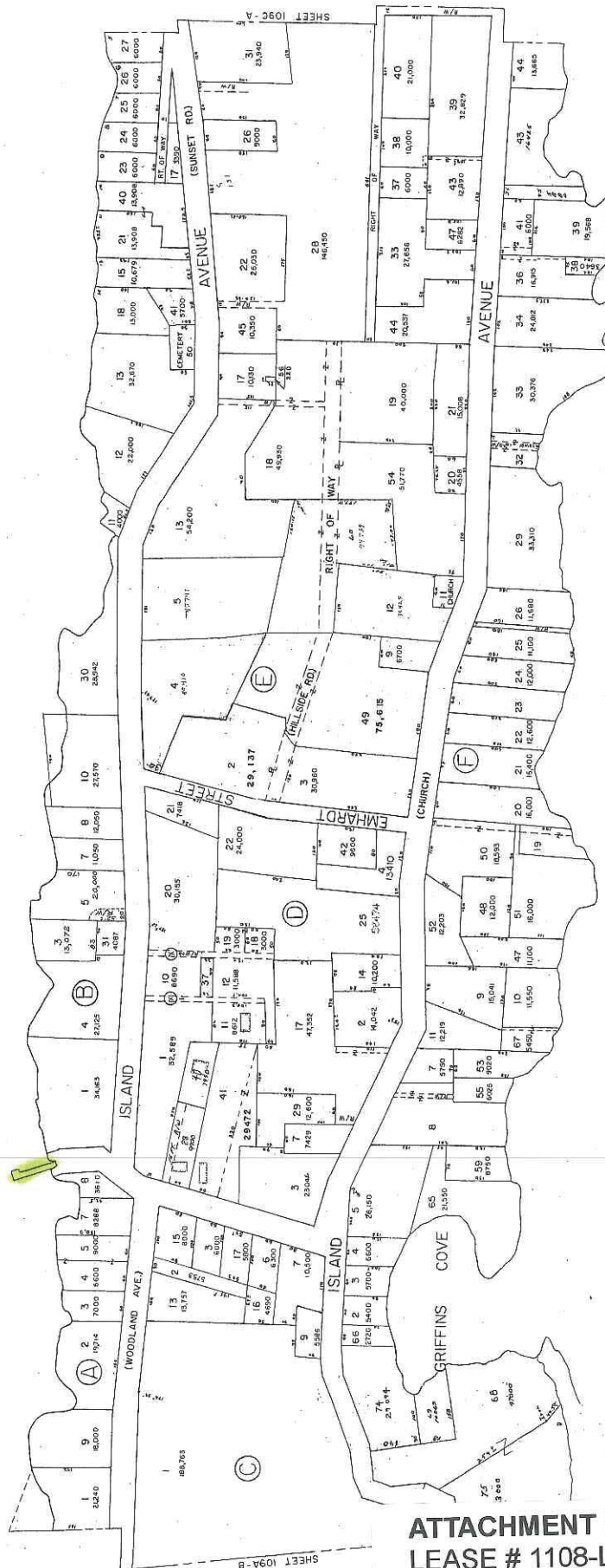
APPROVED AS TO FORM:

CORPORATION COUNSEL'S OFFICE



ATTACHMENT A - LOCATION MAP
LEASE # 1108-L-34
CITY OF PORTLAND
CLIFF ISLAND, CASCO BAY, PORTLAND

Nº 109-B
CLIFF ISLAND



ATTACHMENT B - TAX MAP
LEASE # 1108-L-34
CITY OF PORTLAND
CLIFF ISLAND, CASCO BAY, PORTLAND

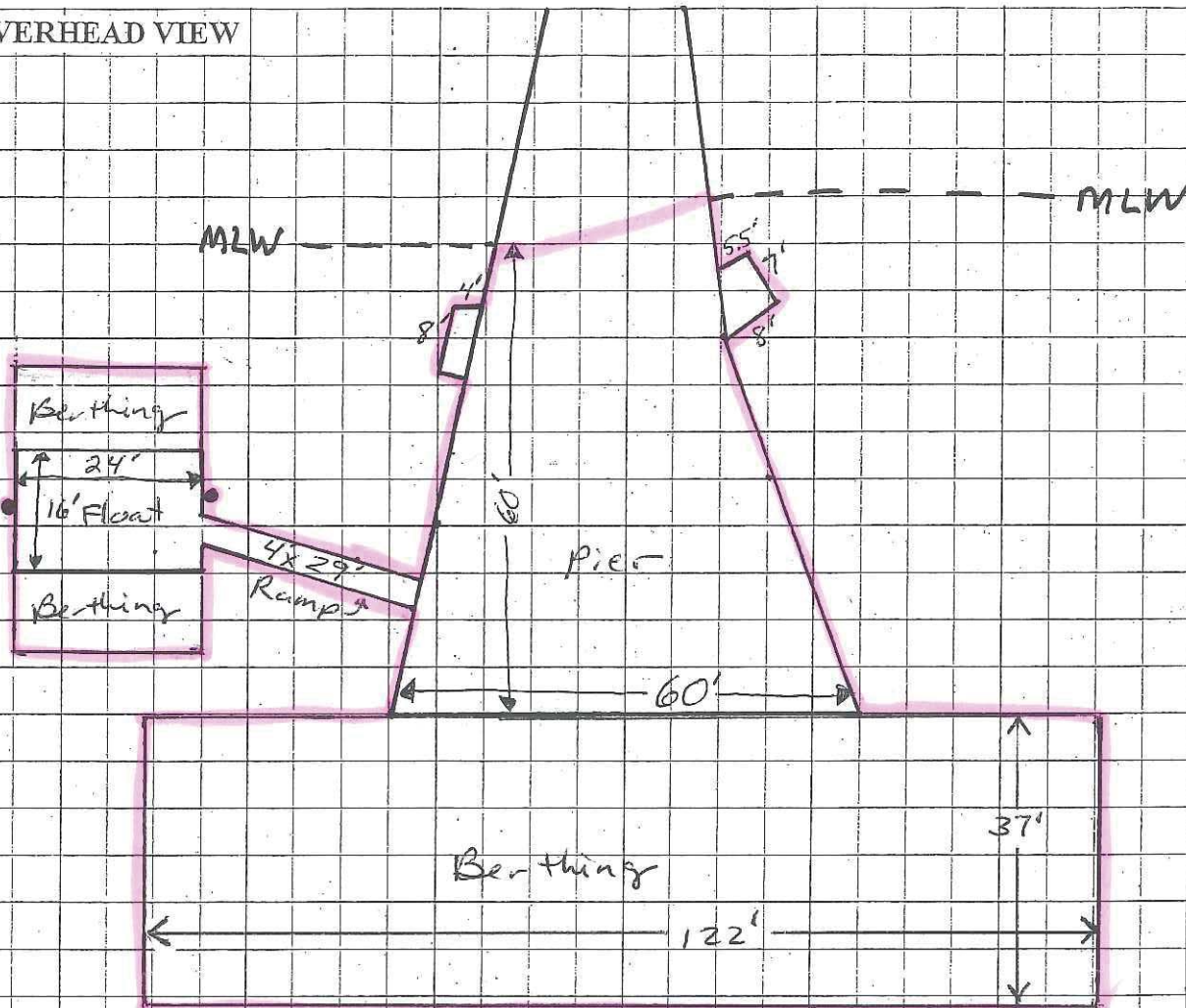
CITY OF PORTLAND
 ASSESSORS PLAN
 SCALE-1"=100' ±
 REVISED 4/17/75
 8/24/86

SITE PLAN

Owner's name City of Portland
 Mailing address 389 Congress St.
Portland, ME 04101
 Telephone # 874-8689
 Tax map # 109B Lot # A10
 Current use (check one)
☐ COMMERCIAL FISHING ☐ RESIDENTIAL
☐ OTHER COMMERCIAL ☒ PUBLIC
☐ OTHER USE _____

Description of structure Pier, Ramp +
Float
 Year structure was built _____
 Location of structure Portland - Cliff Island
 Name of waterbody Luckse Sound
 Scale of drawing 1" = 24'
 Show mean low-water and mean high-water marks.
 An approximation of mean low-water is made by
 observation of low tide using a 0.00 tide.

OVERHEAD VIEW



ATTACHMENT C - SITE PLAN
 LEASE # 1108-L-34
 CITY OF PORTLAND
 CLIFF ISLAND, CASCO BAY, PORTLAND

EXHIBIT G

[Depiction of Parcel 2 – Cliff Island Wharf Upland Property]



EXHIBIT H

[Description of Parcel 3 – Wye Property]

EXHIBIT I

[Parcel 4 – Railroad Valuation Plan]

Notes: Map produced by the City of Portland
HEDD from 2020 GIS and Assessing data.
For orientation purposes only. All locations,
lot configurations, and bounds are approximate.
Not for use in property transfer.

**Union Branch Corridor
State to City**

+/-4.4 acres

Park Ave Trestle included

Maine DOT and City of Portland Property Transfers
Union Branch Shared Use Pathway



EXHIBIT J

[Description of Parcel 5 – Park and Ride Property]

EXHIBIT J
(Description of Park and Ride Property)

A certain lot or parcel of land, being a portion of Lot 1 on a survey plan titled "Marginal Way Subdivision – Preble Street and Marginal Way – City of Portland Property" dated July 25, 2006, revision 5, dated December 21, 2006, located along the northwesterly line of Marginal Way in the City of Portland, Cumberland County, State of Maine, bounded and described as follows:

BEGINNING at a point on the northwesterly line of Marginal Way at the southeasterly end of the line common to Lot 1 and Lot 2 as shown on said subdivision plan;

THENCE N 40°58'52" W ninety-one and eighty hundredths (91.80) feet along the southwesterly line of said Lot 1 and through land conveyed by the City of Portland to the State of Maine as recorded in the Cumberland County Registry of Deeds in Book 23214, Page 176 to a point on the southeasterly line of Interstate I-295;

THENCE N 57°57'22" E one hundred eighty and twenty-two hundredths (180.22) feet along the southeasterly line of Interstate I-295 to a concrete highway monument at a point of curvature;

THENCE along a curve to the left an arc distance of three hundred twelve and thirteen hundredths (312.13) feet, a radius of 2204.00', a chord bearing and distance of N 53°31'28" E 311.87', along the southeasterly line of Interstate I-295 to a concrete highway monument.

THENCE N 66°49'33" E one hundred twenty-eight and fifty-one hundredths (128.51) feet along the southeasterly line of Interstate I-295 to a point on the northwesterly line of Marginal Way;

THENCE S 49°01'08" W six hundred eleven and twenty-nine hundredths (611.29) feet along the northwesterly line of Marginal Way to the POINT OF BEGINNING.

CONTAINING thirty-one thousand one hundred thirty-three (31,133) square feet, more or less.

Bearings referenced herein are Grid North NAD83(HARN) Maine State Plane West Zone as determined by a survey plan titled "Marginal Way Subdivision – Preble Street and Marginal Way – City of Portland Property" dated July 25, 2006, revision 5 dated December 21, 2006, prepared by William B. Cark, Jr., PLS for the City of Portland Public Works Department Engineering Section on record in the DPW Engineering Archives Vault and recorded in said Registry of Deeds in Plan Book Vol. 207, Page 6.



Marginal Way

Park and Ride Lot

State to City

Page 312