HOUSING & ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, June 15, 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 Zoom link below to join the webinar:
https://zoom.us/j/93002473828?pwd=YVdmL1g4ZThhMS9Md3J2eHQzMzNBdz09
Passcode: 295064
Or One tap mobile :
US: +16465588656,,93002473828# or +13017158592,,93002473828#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799
Webinar ID: 930 0247 3828
International numbers available: https://zoom.us/u/ad5qM05mRI

1. **Zoom Virtual Public Meeting Information**

   a. Click this Zoom Link to join meeting:

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

2. **Review and accept Minutes of previous meeting held on June 1, 2021.**

   a. See attached draft meeting Minutes.

3. Public Hearing and Vote to Recommend to City Council Second Letter Agreement with Developers Collaborative for the Homeless Service Center Project – Jon Jennings

a. See attached Memorandum and backup.

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. Next Committee Meeting: Discuss Committee July and August Meeting Schedule

Minutes

Remote Housing and Economic Development Committee

June 1, 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, June 1, 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 Mayor Kate Snyder and Councilor April Fournier. Present from the City staff were Public Buildings Manager Kathy Alves, Housing and Community Development Division Director Mary Davis, Health and Human Services Director Kristen Dow, Associate Corporation Counsel Michael Goldman, City Manager Jon Jennings (arriving as noted herein), 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 May 18, 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.

Before moving onto the Agenda items, Chair Thibodeau, noting that this would be Mr. Mitchell's last HEDC Committee meeting due his impending last date of employment with the City being June 7th, expressed his thanks to Mr. Mitchell for serving the City, evolving from a recession to a pandemic. His focus and enthusiasm to take on issues has been much appreciated.

The City Council and staff owe Mr. Mitchell a debt of gratitude for his exemplary service and huge impact on Portland. Councilor Thibodeau said that he will truly miss working with Mr. Mitchell and wished him all the best in his retirement and hoped to see him again soon.

Councilor Chong echoed Councilor Thibodeau's comments, noting that it has been a pleasure and an honor to work with Mr. Mitchell with his wealth of knowledge and professionalism. Councilor Chong thanked him for his outstanding service to the City of Portland.

Mr. Mitchell thanked the Committee, adding that it has been a pleasure to serve. This Committee has also been a pleasure to work with and appreciated the respect and trust it has for staff. The work can get overwhelming and time consuming but with the strong leadership of the Council and City Manager it can get done. He thanked the Committee again.

Item #3: Public Hearing and Vote to Recommend to City Council First Letter Agreement with Developers Collaborative for the Homeless Service Center Project – Greg Mitchell

Chair Thibodeau noted for the public that this Committee reviewed, at its last meeting, the three proposals for design and construction of a Homeless Service Center (HSC) at 654 Riverside Street. After review, the Committee directed staff to move forward with negotiations with Developers Collaborative (DC) for the HSC. This is a companion item to that.

Mr. Mitchell said that staff is recommending the Committee vote to forward this First Letter Agreement to the City Council for approval to get the project moving forward. This will allow for the start of the design and public engagement process at no cost to the City and at the Developer's risk for 60 days, working with City staff and community partners. A Second Letter of Agreement would be drafted outlining the terms for compensation and soft costs. Lastly, a Ground

Lease/Master Lease between the parties is proposed to include the final terms of the partnership and budget.

Councilor Thibodeau opened the meeting for public comment.

George Rheault of Bayside noted that he could not join this Committee's May 18 meeting when it reviewed the proposals, but noted that the public needs to have more robust participation. It is a tricky site, and questioned DC's experience in this kind of site and development. He also noted that the HSC needs to have medical and meal services provided and did not see that detailed.

Jason Lambert noted that people are much better treated in their home town surroundings and questioned the HSC also serving other towns and municipalities. Is this best practice? It is a big step and investment for the City. The City of Portland could help people from different cities and towns but help them to gain access to services in their own communities.

Ken Capron said that he would like to see a list of problems and risks and how to deal with them, noting environmental issues with soils and chemicals. He would also like to see policy and procedures for the HSC. Mr. Capron also noted that other cities are not involved in homeless issues and questioned why Portland was.

Amy Johnson of North Deering noted that Riverside is a great site and has no concerns but asked the City to reconsider the size and scale of the HSC.

Seeing no further public comment, Chair Thibodeau closed the public comment session.

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

Chair Thibodeau said that the City Council has had a number of public process meetings for the HSC and its scope reviews. This was then followed by the RFP, then selection of the DC proposal, and now the deal negotiation for the work to be done. There is a lot of due diligence that needs to be done and with this First Letter Agreement it can move forward.

Councilor Ali asked about the referendum petition circulating for signatures for limiting the size of emergency shelters in Portland, particularly if it gets enough signatures, and is passed by the voters.

Mr. Goldman referred to the May 28, 2021 memorandum from the Corporation Counsel's office that is included with the agenda backup materials. Regarding if the Planning Board conditional use approval is appealed, he would need to discuss this further with colleagues.

Chair Thibodeau noted the analysis would be forthcoming should the referendum obtain the signatures needed.

(City Manager Jon Jennings joined the meeting.)

Chair Thibodeau noted with regard to the First Letter Agreement, he would like the word "actual" costs to be inserted, so that the City will reimburse for actual costs.

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

Item #4: Committee Review, Discussion and Direction related to Affordable Housing Developer Selection related to city owned 622 Auburn Street and 0 Gray Road Property.

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.

Chair Thibodeau noted this item comes to the Committee from the initial request from the Housing Committee for a public/private partnership to create affordable housing on City owned property.

Mary Davis presented a high level overview of the history of the public/private partnership for affordable housing on City-owned property. Abutters within 500' of 622 Auburn

Street and 0 Gray Road were notified of this evening's meeting. Mary Davis provided a synopsis of the three RFP respondents which included; type and number of housing units, project lay-out, affordability levels, financing, subsidy requests, construction timeline, and Review Committee comments. Based upon the outcome of the Review Committee's scoring, Habitat for Humanity of Greater Portland had the highest scoring proposal. Additionally, there is interest from a Falmouth business owner to acquire a small portion of the 0 Gray Road City site.

The Committee discussed the proposals and staff's recommendation. Any vote on a recommendation would occur during a future meeting.

Chair Thibodeau opened the meeting for comment by the RFP developers.

Brian Eng of Maine Cooperative Development Partners indicated the 622 Auburn Street project would complement the 165 Lambert Street project by creating efficiencies of scale.

Liz Trice of Maine Cooperative Development Partners noted their proposal provides permanent affordability and would create a neighborhood center in both the Auburn and Lambert Street sites.

Julie Smith of Great Falls Construction highlighted their proposal to maximize the site to create workforce housing. During construction they would train the next generation of essential construction industry workers.

Jon Shumadine Interim Executive Director of Habitat for Humanity noted, based on other projects, the average area median income of homeowners would be 60%. Habitat does not place restrictions on the re-sale of any home, however Habitat has several restrictions in place to prevent a quick re-sale. Additionally, the combination of the first and second mortgage means there is very little equity in the home during the initial years, thus removing any incentive for a homeowner to flip a house.

Chair Thibodeau closed the comment period.

The Committee provided thoughts and questions in response to developer comments.

Chair Thibodeau tabled this item and noted public comment would be taken at the next scheduled meeting of this item.

Item #5: Committee Discussion and Direction to staff regarding Housing Policy Options for Missing Middle Housing

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.

Mary Davis provided an overview of City financial assistance programs (including HOME, Housing Trust Fund, and Affordable Housing Tax Increment Financing), and the impact of the Green New Deal on the City's Inclusionary Zoning Ordinance. She also discussed proposed changes to the City's Tax Increment Financing Policy, including a tiered approach to the maximum percentage of captured revenue returned through a credit enhancement agreement, the required percentage of affordable units and the use of HUD area median income versus a Portland median income as the income metric for AHTIF credit enhancement agreements.

Councilor Zarro asked how workforce housing units, required under the Inclusionary Zoning Ordinance, are counted within the 33% AHTIF low-income unit requirement.

Mary Davis noted the IZ workforce housing units are currently being included within the 33% requirement.

Committee and non-Committee members discussed the application and impact of using a Portland area median income within the Low Income Housing Tax Credit (LIHTC) program. Mary Davis noted the use of the Portland HUD Metro FMR area Income and Rent limits provides consistency and avoids confusion with HUD program limits. Changing the AMI metric would complicate an already complicated process and would add a layer of complexity for developers during the leasing up process.

Chair Thibodeau noted he would not favor changes that would make Portland less competitive in the LIHTC scoring process.

The Committee requested input from stakeholders regarding the impact of proposed changes, as well as a case study to compare the significance of proposed changes to the credit enhancement agreement.

Item #6: 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 related to the 45 Brown Street Affordable Housing TIF CEA request.

On motion made by Councilor Chong, seconded by Councilor Ali, the Committee voted unanimously (4-0) to enter into executive session at approximately 6:30 p.m.

Chair Thibodeau opened the meeting to public comment regarding entering into executive session. Seeing no one, the public comment period was closed.

Chair Thibodeau noted the next meeting of the Housing and Economic Development Committee is scheduled for June 15.

On a motion was made by Councilor Chong, seconded by Councilor Zarro, the Committee voted unanimously (4-0) to adjourn the meeting at approximately 7:30 p.m.

Respectively submitted, Lori Paulette and Victoria Volent

CITY OF PORTLAND

Executive Department

Jon P. Jennings, City Manager

MEMORANDUM

TO:	**Housing and Economic Development Committee**
FROM:	**Jon P. Jennings, City Manager**
DATE:	**June 10, 2021**
SUBJECT:	**Riverside Street Homeless Service Center Project – Second Letter Agreement.**

I. ONE SENTENCE SUMMARY

A Second Letter Agreement with the Developers Collaborative is proposed to design, seek financing and land use development regulatory approvals to support construction of the Proposed Homeless Service Center (HSC) to be located at 654 Riverside Street.

II. DESCRIPTION

The Housing and Economic Development Committee, on May 18, 2021, selected Developers Collaborative to be the developer for the Riverside Street HSC. At its June 1, 2021, meeting it reviewed the First Letter Agreement and recommended to the City Council approval, which approval was obtained at the June 7, 2021 City Council meeting. A copy of the First Letter Agreement is attached, as is the Developers Collaborative (DC) HSC Proposal.

Step Two in the process is to enter into this Second Letter Agreement for DC, with the City's active participation, to design, seek financing and land use approvals, as well as preparing a development budget for the Proposed HSC. DC shall arrange for and shall supervise the entire permitting, design and city development regulatory approval process for the HSC.

For DC's services for design, and obtaining financing and land use approvals, DC shall earn a development fee of $250,000, which is significantly below market for projects of this scope. The Development Fee shall be paid at the time the ground lease and master leases are executed and the Project closes on its construction financing, anticipated by December 31, 2021 unless the Second Agreement is terminated. In the event the

Second Letter Agreement is terminated, DC and their independent contractors shall be reimbursed actual expenses to date, plus a percentage of the development fee per the Second Agreement. It is noted that prior to Developer entering into any contract or agreeing to any amount of work to be performed on the HSC, such contract and/or work shall be approved in writing by the City Manager.

III. 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. On March 18, 2021, the Housing and Economic Development Committee (HEDC) held a public hearing on the three developer proposals, selected Developers Collaborative, and authorized staff to proceed with negotiations. At its June 1, 2021, meeting, the HEDC reviewed the First Letter Agreement and recommended to the City Council approval, which approval was obtained at the June 7, 2021 Council meeting. A copy of the First Letter Agreement is attached, as is the Developers Collaborative (DC) HSC Proposal.

Step Two in the process is to enter into this Second Letter Agreement for DC, with the City's active participation, to:

- **Prepare the design of the Project – including architectural, engineering, and land surveys, and obtain land use approvals;**

- **Prepare a development construction budget for the Project, and obtain financing approvals;**

Compensation to DC: DC shall earn a development fee of $250,000, which is significantly below market for projects of this scope. The fee shall be paid at the time the ground and master leases are executed and the Project closes on its construction financing. Should the Project not move forward, the City shall pay to DC a breakup fee totaling 16.67% of the development fee per 30-day period following the date of the Second Letter Agreement, up to a maximum of 90 days or 50% of the total development fee.

In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

Step Three includes Master and Ground Lease: City and DC contemplate, but do not commit to, entering into a ground lease and master lease whereby the City would lease the 654 Riverside Street site to DC, and DC would lease the property and HSC back to the City on a long-term and coterminous basis. Upon signing of the leases, the leases shall be the controlling documents for the relationship between the parties, superseding this Second Letter Agreement. After expiration of the master lease term, the Project will become the property of the City.

Term of Second Letter Agreement: The term shall commence on the effective date of City Council Agreement approval and shall end on the earlier to occur of construction closing (leases executed and construction financing closes) or December 31, 2021, unless extended in writing by mutual agreement of the parties.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Design and construction of a new Homeless Service Center with wrap around services to better serve the homeless population.

V. FINANCIAL IMPACT

DC shall earn a development fee of $250,000, which is significantly below market for projects of this scope. The fee shall be paid at the time the ground and master leases are executed and the Project closes on its construction financing. Should the Project not move forward, the City shall pay to DC a breakup fee totaling 16.67% of the development fee per 30-day period following the date of the Second Letter Agreement, up to a maximum of 90 days or 50% of the total development fee.

In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

VI. RECOMMENDATION

Staff recommends that the HEDC vote to recommend approval to the City Council to enter into the Second Letter Agreement with DC.

VII. LIST ATTACHMENTS

- First Letter Agreement Homeless Service Center
- Developers Collaborative Proposal

Lori Paulette <ljn@portlandmaine.gov>

Fwd: HEDC; Riverside Homeless Service Center

Lori Paulette <ljn@portlandmaine.gov> Tue, Jun 15, 2021 at 4:59 PM
Draft

Lori J. Paulette
Senior Executive Assistant
Housing and Economic Development Dept.
City of Portland
389 Congress Street
Portland, ME 04101
ljn@portlandmaine.gov
(207) 874-8683
Portland, Maine | Yes. Life's good here.

On Tue, Jun 15, 2021 at 2:28 PM Michael Goldman <mig@portlandmaine.gov> wrote:

Dear Councilor Ali -

At the last meeting of the Housing and Economic Development Committee, you asked about the effect of an appeal on the 45-day period set forth in 30-A MRS 3007(6). I discussed this issue with my colleagues, and although we generally prefer not to give advice based on hypotheticals, it is likely that the filing of an appeal would not impact the validity of any conditional use approval granted by the Planning Board more than 45 days before any referendum or ordinance change. Under 30-A MRS 3007(b), an approval cannot be undone more than 45 days after "lawful final approval". Courts do not "approve" a permit or application. Instead, in the event of an appeal, they simply uphold or overturn the municipality's approval. Additionally, Maine case law regularly refers to "final approval" as the final municipal approval for a project or permit. I believe that this email addresses your question from the last meeting. I look forward to seeing you at the meeting tonight.

Michael

Michael I. Goldman
Associate Corporation Counsel
City of Portland
389 Congress Street
Portland, Maine 04101
207-874-8428
mig@portlandmaine.gov

SECOND LETTER AGREEMENT

Homeless Service Center, 654 Riverside Street, Portland, Maine (the "Project")

June ___, 2021

City of Portland
City Hall
389 Congress Street
Portland, Maine 04101
Attn.: Jon Jennings
City Manager

This is the "Second Letter Agreement" referred to in the First Letter Agreement (the "First Letter") between the City of Portland ("City) and Developers Collaborative Predevelopment LLC ("Developer") dated May 27, 2021, concerning predevelopment activities with respect to the Project. The terms of the First Letter are incorporated herein by reference, but if there are any conflicts between the terms of the First Letter and this Second Letter Agreement (referred to herein as the "Agreement"), the terms of this Agreement shall be controlling.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City agree as follows:

Section 1. Duties of the Developer.

A. Obligations of Developer. Subject to the provisions of this Section, Developer shall design, seek financing and land use approvals, which shall include all regulatory approvals typically obtained except for those obtained immediately prior to construction, such as but not limited to a building permit and state fire marshal approvals (collectively, the "Approvals") for the Project, including such design as may be necessary to receive the Approvals. Developer shall keep City apprised of significant milestones in the development process with respect to the Project. City shall actively participate in the design and development process, and Developer shall accept such participation in designing and developing the Project in order to receive the Approvals.

B. Design Process; Meetings; Milestones. Developer shall arrange for and shall supervise the entire permitting and design process as to the Project, including architectural, engineering, land survey and other consultant services; review of all plans, drawings, specifications, submissions. Prior to Developer entering into any contract or agreeing to any amount of work to be performed on the Project, such contract and/or work shall be approved in writing by the City Manager. The City Manager shall have five (5) business days from receipt of any contract to approve or deny the same. If City Manager does not take any action within five (5) business days from receipt of such contract, such contract shall be deemed rejected. The City will participate in the design process for the Project and Developer shall address, to City's reasonable satisfaction, City's suggestions and concerns when raised. Developer hereby commits to an "open book" transparent process whereby City will have all access to any information affecting the Project Construction Budget.

1. City and Developer agree to mutually cooperate with the goal of moving the Project forward as expeditiously as possible.

2. The parties agree to hold regular status meetings and/or teleconferences, to be attended by representatives of the parties. Developer shall publish in advance of each meeting an agenda and desired outcomes and action steps for each meeting.

3. The parties acknowledge that achieving the goal set forth in subsection (1) above requires performance by both parties of their respective obligations under this Agreement, and in connection therewith, time is of the essence in the performance of the parties' respective duties and obligations under this Agreement.

C. Project Construction Budget. The Developer shall prepare a development budget for the entire Project (the "Project Construction Budget"), which shall be complete and shall cover the planning, design, permitting, construction and delivery of the Project in accordance with applicable requirements of law and the approved Project plans. The Project Construction Budget target shall be that conceptual budget proposed by the Developer in its response to City RFP #21041 (the "RFP"). The Project Construction Budget shall be revised as appropriate, and as mutually agreed to by Developer and City, throughout the Approvals process. Developer and City acknowledge that while the Project Construction Budget is a target, many conditions may affect the final Project Construction Budget, such as, but not limited to: availability of labor and materials, City-requested changes in the design of the Project, lawsuits or appellate actions, or concealed conditions affecting the Project site not reasonably discoverable in the exercise in due diligence.

D. Paying Predevelopment Costs. Developer shall pay for all actual third party soft costs reasonably necessary to move the Project forward and secure the Approvals (the "Predevelopment Costs"). City and Developer acknowledge that, while some soft costs such as, but not limited to, complete architectural drawings are not necessary to obtain the Approvals, City and Developer may choose by mutual written agreement to accelerate the Project Schedule by continuing, by way of example, the architectural design work past that stage strictly required by the Approvals. If such written agreement is signed, such soft costs shall become part of the Predevelopment Costs.

E. Compliance with Law. Developer shall comply with all applicable requirements of law and municipal regulations relative to the development of the Project.

F. Authority of Developer to Engage Independent Contractors. In the performance of its duties hereunder, and, except as hereinafter provided, Developer shall have full and complete authority to engage such independent contractors as may be necessary for the timely design and permitting of the Project, and to discharge any such independent contractors so engaged. The fees paid to such independent contractors shall be included in the Project Construction Budget.

G. Disclaimer Of Warranty. Developer will exercise due diligence and commercially reasonable efforts to fulfill its obligations under this Agreement; however, Developer provides no warranty or assurance regarding:

1. The completeness, accuracy or quality of the work performed by the vendors and consultants associated with the Project, including architects, engineers, legal counsel, designers, planners, general contractors, construction managers and sub-contractors; or

2. The accuracy, completeness or sufficiency of engineering reports, soil studies, site reviews by third parties, environmental and other third party studies and reports for the Project.

J. Further Assurances as to Title to the Property. City shall cooperate with and assist Developer in clearing title to the Property, if necessary, so that such title shall be good and marketable and not subject to exceptions that are objectionable to either Developer or to the lender of Project Debt. Any expenses associated with clearing of title, and all transfer taxes and recording fees incurred in connection with the Leases (as defined below) and Project Debt, shall be included in the Project Construction Budget.

2. Duties of the City

A. Information Concerning the Project Site. City shall furnish to the Developer all information in City's possession that is in any way relevant to the Project site or to the development of the Project.

B. Use of Project When Completed. The parties acknowledge and agree that Developer's willingness to acquire a leasehold interest in the Project site and develop the Project is conditioned upon City's expressed need for a homeless services center. Developer would not enter into this Agreement and undertake the Project without assurance from City that City will fully utilize and operate the Project as a homeless service center when complete.

C. City Participation in Development Process. City shall actively participate in the development process for the Project and shall assign a project manager to interact with Developer's staff throughout the process. Time being of the essence in development projects generally, City shall not unreasonably delay action on any request by Developer, and shall not unreasonably withhold, delay or condition its consent except where any provision of this Agreement expressly states that City may act or choose not to act in its sole discretion.

3. <u>Compensation and Reimbursement of Developer; Next Steps</u>.

A. For its services pursuant to the Project, Developer shall be earn a development fee of $250,000 (the "Development Fee"), which City acknowledges is significantly below market for projects of the scope of the Project. The Development Fee shall be paid at the time the Leases are executed and the Project closes on its construction financing (collectively "Construction Closing").

B. If for any reason the Project does not move forward and Construction Closing does not occur, or City decides not to pursue the Project, or either party terminates this Agreement for any reason (together, "Terminating Events") the City shall pay to Developer a breakup fee totaling 16.67% of the Development Fee per 30 day period following the date of this Agreement, up to a maximum of 90 days or 50% of the total Developer Fee, upon the occurrence of said Terminating Event.

C. In addition to any payment of the Development Fee, upon the occurrence of a Terminating Event, all actual Predevelopment Costs incurred and paid by Developer up to the date of such Terminating Event shall be reimbursed by City to Developer in full, based on written invoices supplied by the Developer to the City. Upon payment in full, Developer will assign all of its rights in the work products created to the City.

D. City and Developer contemplate, but do not commit to, entering into a ground lease and master lease structure whereby City would lease the 654 Riverside site (the "Property") to Developer and Developer would lease the Property and the Project back to City, on a long term and coterminous basis. City and Developer agree to negotiate in good faith the essential terms of a master lease and ground lease (together, the "Leases") within 30 days of receipt of the Approvals. City and Developer do further agree to negotiate in good faith mutually agreeable Leases within 60 days of agreeing on the essential terms of the Leases. Upon signing the Leases, the Leases shall be the controlling documents for the relationship between the parties, superseding this Agreement. Developer will target a lease rate equal to 7.6% of the Project Construction Budget, as detailed in Developer's response to the RFP. The Parties contemplate that, after the expiration of the master lease term, the Project will become the Property of the City.

4. <u>Term</u>.

The term of this Agreement shall commence on the date hereof and shall end on the earlier to occur of Construction Closing or December 31, 2021, unless extended in writing by mutual agreement of the parties. If the Approvals have not been obtained by December 31, 2021 and the parties have not agreed in writing to extend the term hereof, this Agreement shall end and be of no further force or effect. Either Party may terminate this Agreement (a) for convenience no earlier than thirty (30) days after the date of this Agreement, or (b) for cause upon five (5) business days' notice.

5. Default; Termination.

If either party defaults in its obligations under this Agreement, the nondefaulting party may terminate this Agreement in writing pursuant to Section 4 above. The breakup fee and reimbursement of actual Predevelopment Costs described in Sections 3 B. and 3 C. above shall be paid to Developer notwithstanding any default by Developer under this Agreement.

6. Miscellaneous.

A. Relationship of Parties; No Partnership Created. The parties do not intend to be partners or co-venturers in any respect, and this Agreement shall not be deemed to create a partnership or joint venture.

B. Invalidity. In case one or more of the provisions contained in this Agreement (or any portion of such provision) shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision) but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion thereof) had never been contained herein.

C. Third Parties. There are no third-party beneficiaries to this Agreement, and no terms or provisions created by this Agreement may be enforced by or for the benefit of any person or party not a signatory to this Agreement.

D. Modifications; Waivers. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.

E. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without reference to the choice of law or conflicts of laws provisions thereof. The titles of the sections and paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

F. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly delivered or made if (i) personally served, (ii) sent by nationally-recognized overnight express delivery service, (iii) sent by United States certified mail, return receipt requested, postage prepaid, or (iv) sent by electronic transfer, with prompt telephone confirmation, addressed to the other party at its address set forth below, or at such other address as either party may from time to time designate by notice to the other. All such notices, demands, requests and other communication hereunder shall be deemed effective upon actual receipt thereof.

If to City	City of Portland City Hall 389 Congress Street Portland, Maine Attn: City Manager
With a copy to:	Nicholas J. Morrill, Esq. Jensen Baird Gardner & Henry 10 Free Street Portland, Maine 04101
If to Developer	Developers Collaborative Predevelopment LLC 100 Commercial Street, Suite 414 Portland, Maine 04101 Attn: Kevin R. Bunker
With a copy to:	Maurice A. Selinger, III, Esq. Curtis Thaxter One Canal Plaza, P.O. Box 7320 Portland, Maine 04112

Any party hereto may, at any time, by ten (10) days' written notice given to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

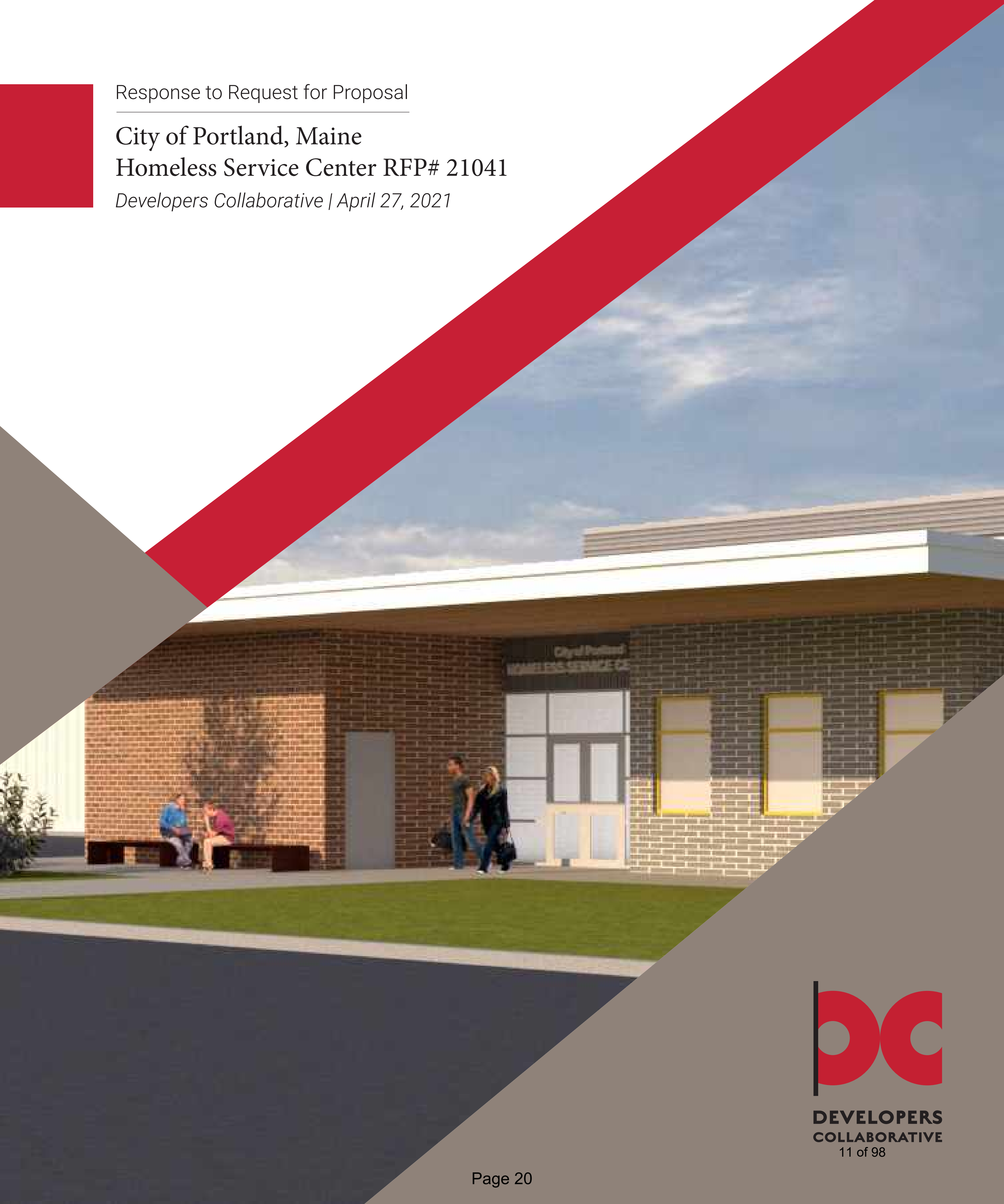
IN WITNESS WHEREOF, the parties have caused this Second Letter Agreement to be executed by their duly authorized representatives as of the day and year first written above.

CITY OF PORTLAND	DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, Developer
By:______________________________ Jon P. Jennings, City Manager	By:______________________________ Kevin R. Bunker, its Manager

Response to Request for Proposal

City of Portland, Maine
Homeless Service Center RFP# 21041

Developers Collaborative | April 27, 2021



DEVELOPERS COLLABORATIVE

April 27, 2021

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

DEVELOPERS
COLLABORATIVE

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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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.

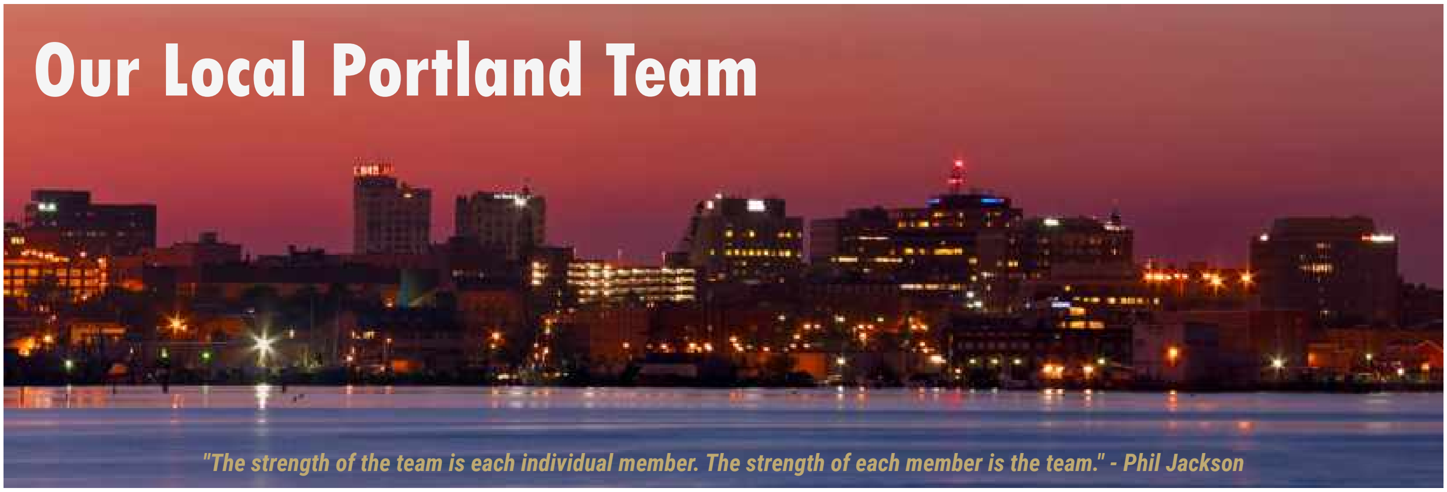
Invited In and Asked to Return

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 sucessfully 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*



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.

DEVELOPERS COLLABORATIVE

Diverse Services

- Real Estate Development
- Property Management
- Financial Management

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.

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.

CIANBRO

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.

Diverse Services

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

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.***

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.

ABC 8th

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

ENR 101st

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

VPP

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

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.

Diverse Services

- Architecture
- Interior Design
- Programming & Planning

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
- Programming & Planning
- Land Development
- 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
- Life-Cycle Impacts
- Building Analytics/Physics
- Airflow Modeling

Organizational Chart

Executive Leadership

Kevin Bunker
Developers Collaborative
Founding Principal

Drew Sigfridson
Developers Collaborative
Principal

Design-Build Leadership

Bruce Cummings
Cianbro Corporation
Design-Build Lead

Design Team

Winton Scott Architects
Stephen Weatherhead
Architect

Gorrill Palmer
Stephen Bushey
Site/Civil Engineer

Nick Aceto
Landscape Architect

Thornton Tomasetti
Vamshi Gooje
Green Building Consultant

Amistad
Brian Townsend
Homeless Services Consultant

Construction Team

John Drago
Project Manager

Frank Xia
Asst. Project Manager

Erik Vaillant
General Superintendent

Alex Clark
Project Engineer

Tom Figura
Lead Estimator

Tucker Nyquist
Safety Coordinator

Brian Ballanger
Scheduler

Design-Build Subcontractor Partners

H.B. Fleming Inc
Ground Improvement
John Linscott, President
South Portland, ME

Johnson and Jordan
Mechanical & Plumbing
Christopher Jordan, President
Scarborough, ME

DeBlois Electric, Inc.
Electrical & Fire Alarm
Mitch DeBlois, President
Lewiston, ME

Eastern Fire Protection
Fire Safety Systems
Paul Tardiff, President
Auburn, ME

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.

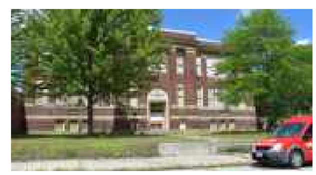
14 years of industry experience | Master in Urban Planning - Harvard University Graduate School of Design

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

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
- Clinical Supervisor | Catholic Charities Maine
- Case Manager | Chatholic Charities Maine
- Case Manager & Crisis Clinician | HowardCenter
- Lead Family Consultant | Family & Communit Support Svs
- 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

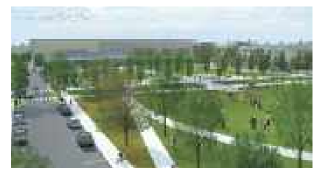
Nick is a licensed landscape architect and urbanist to the core, born and raised in Maine where rich coastal New England heritage meets unfettered wilderness. Nick's approach to design stems from his hands-on experience coupled with a deep passion for design. Nick endeavors to approach each project by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

Libbytown Visioning | Libbytown Neighborhood Association - Portland, ME

ALA worked closely with the Libbytown 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 Buildling & Garage | 100 Fore Street, LLC

Civil Engineering:

Steve Bushey, PE

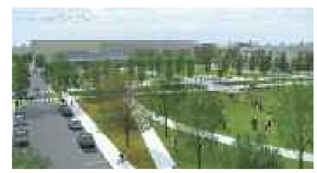
With over 30 years of experience in Land Development and Municipal projects, Steve directs the preparation and review of preliminary and final design as well as permit applications for numerous civil/site engineering projects. His expertise includes site feasibility/selection, civil/site design, street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

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.

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

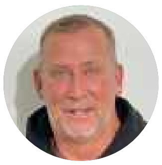
Frank Xia: Assistant Project Manager

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.

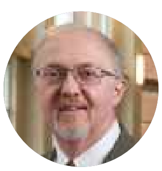
Alex Clark: Project Engineer

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

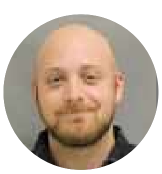
42 years of industry experience | B.S. in Civil Engineering & Construction Management



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

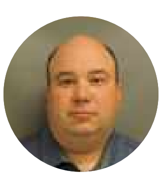
7 years of industry experience | B.S. in Marine Transportation Operations | OSHA 30-Hour



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.

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.

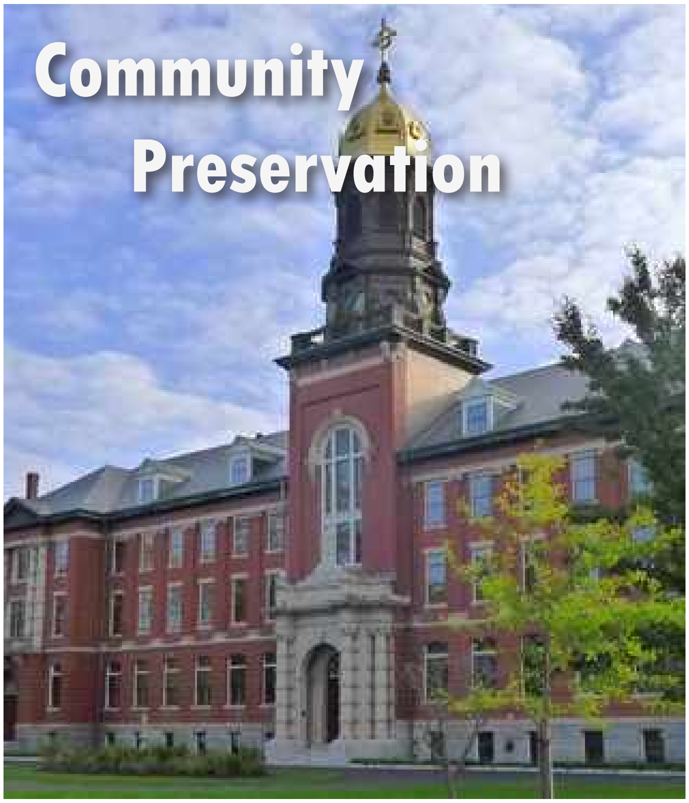
A Team Effort

"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.

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 seam 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

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.

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 activates. 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.

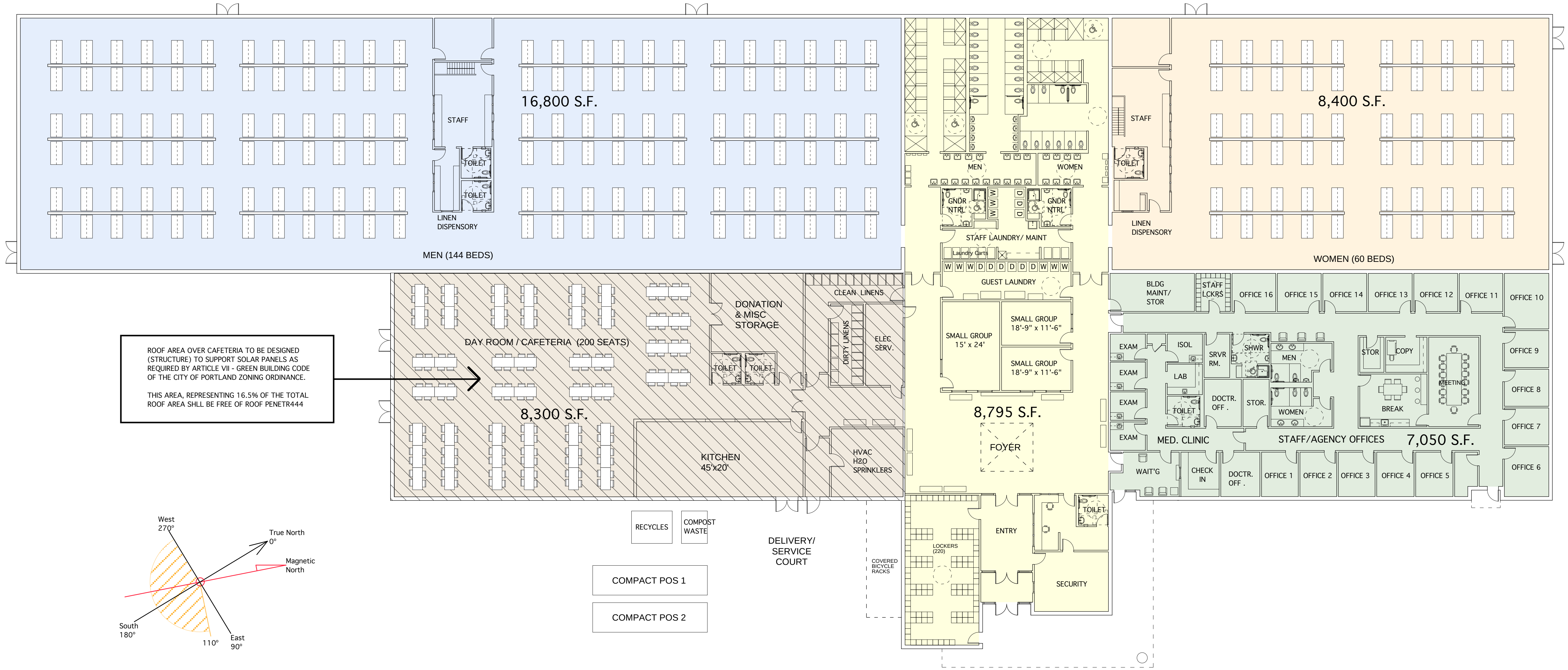
Although tension fabric structures can offer a clean appearance and fast construction, we found the current layout, for a northern environment, poses many problems, particularly during winter snow build-ups. The areas between the cafeteria, offices, and adjacent dormitories pose as dead-end corridors 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.

BUILDING ENTRANCE
Concept Image



DEVELOPERS COLLABORATIVE

CIANBRO

WSA Winton Scott Architects

BUILDING FLOOR PLAN
Concept Image

DEVELOPERS COLLABORATIVE

CIANBRO

Winton Scott Architects

CENTRAL GATHERING SPACE
Concept Image


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

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.*
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.*
3. *City to apply as an applicant to Planning Board with the developer as a co-applicant.*
4. *During the Planning Board process, hold a council vote on the choice of developer. If the Council does not choose to proceed, the developer is compensated for the limited work to date, and both parties separate.*
5. *Based on seasonality and the City's appetite for risk and public consensus, consider starting ground preparation work before final approvals.*
6. *Finish design and permitting and sign the lease, as above.*
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 strategery 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.

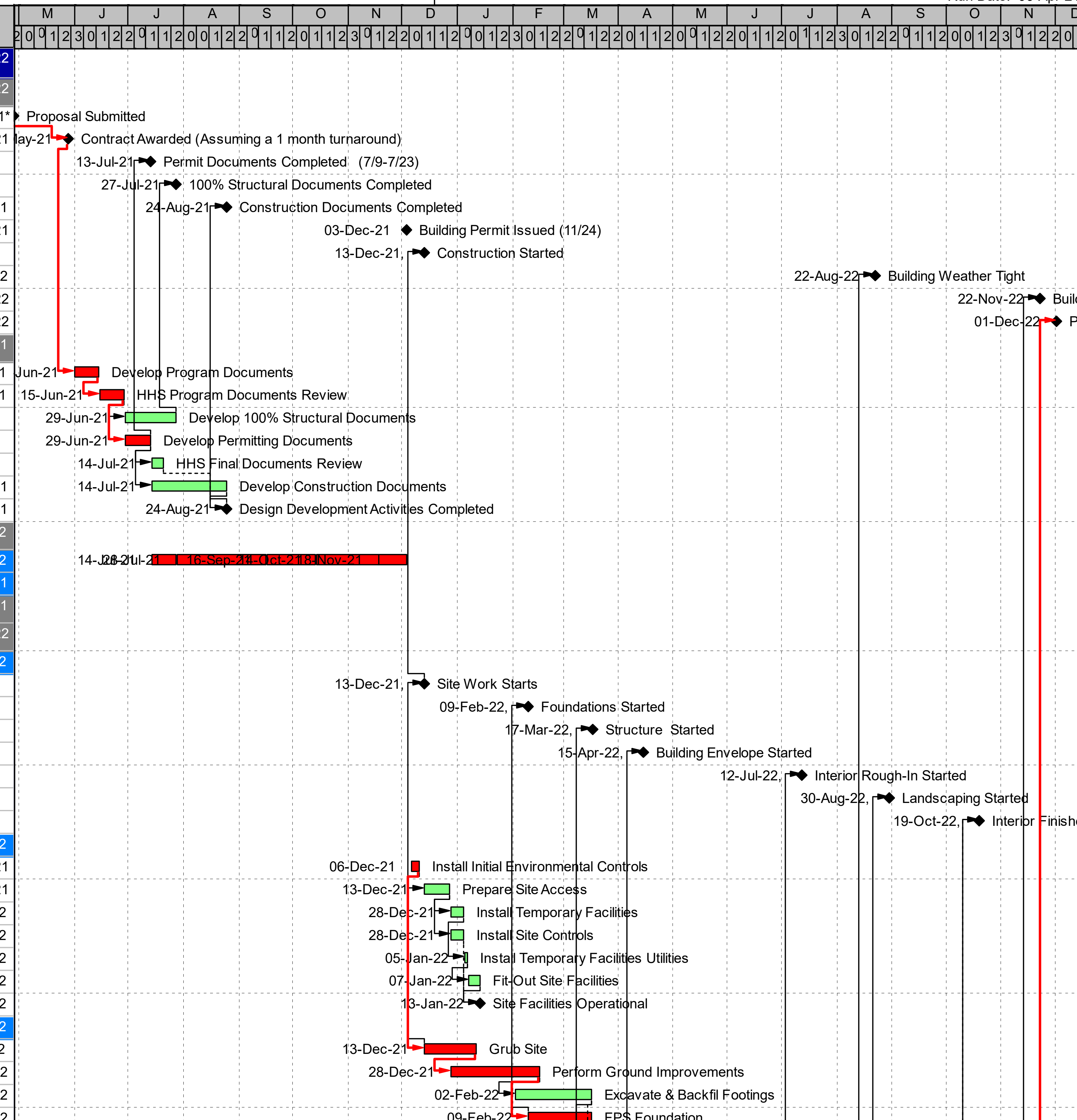
Following our Lean principles, the construction activities in the schedule have been divided into phases, a group of activities, and subcontractors that are interrelated in the completion of a specific segment of the building. Phase meetings are held before starting specific segments of work with all 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.

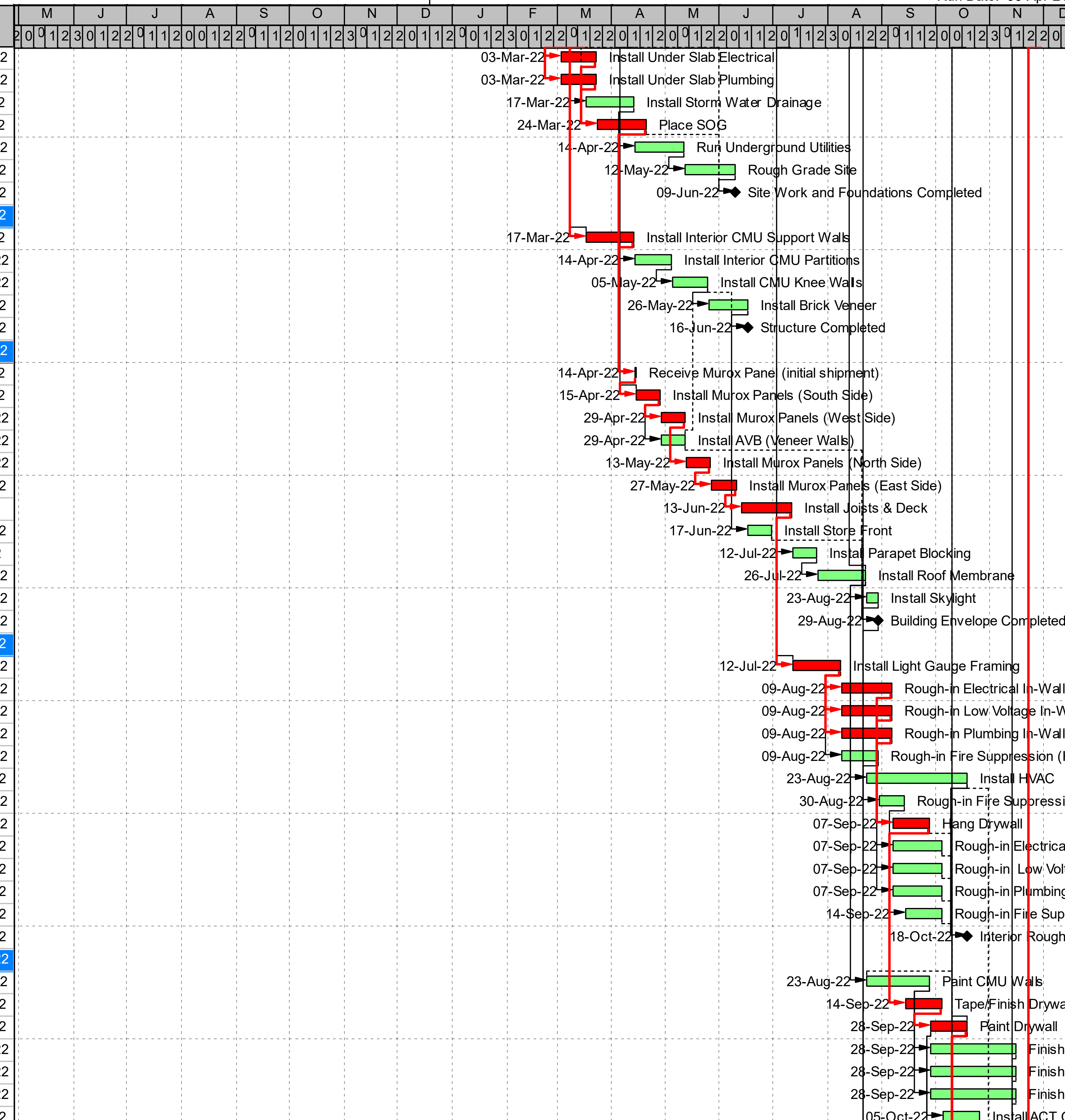
Site mobilization will occur in December of 2021 to prepare for the needed ground improvements below the foundations of the building. Construction would commence going vertical with foundations in late February, and while we are waiting for the building steel and envelope from our partner Murox, we will 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.

Activity ID	Contractor:	Activity Name	Planned Duration	Start	Finish
Homeless Service Center-Permitting			405	27-Apr-21	01-Dec-22
Major Milestones			404	27-Apr-21	01-Dec-22
MM0100		Proposal Submitted	0		27-Apr-21*
MM0200		Contract Awarded (Assuming a 1 month turnaround)	0		28-May-21
MM0400		Permit Documents Completed (7/9-7/23)	0		13-Jul-21
MM0300		100% Structural Documents Completed	0		27-Jul-21
MM0500		Construction Documents Completed	0		24-Aug-21
MM0600		Building Permit Issued (11/24)	0		03-Dec-21
MM0700		Construction Started	0	13-Dec-21	
MM0800		Building Weather Tight	0		22-Aug-22
MM0900		Building Substantially Completed	0		22-Nov-22
MM0999		Project Completed	0		01-Dec-22
Design Development Activities			60	01-Jun-21	24-Aug-21
DD0100		Develop Program Documents	10	01-Jun-21	14-Jun-21
DD0200		HHS Program Documents Review	10	15-Jun-21	28-Jun-21
DD0400		Develop 100% Structural Documents	20	29-Jun-21	27-Jul-21
DD0500		Develop Permitting Documents	10	29-Jun-21	13-Jul-21
DD0600		HHS Final Documents Review	5	14-Jul-21	20-Jul-21
DD0800		Develop Construction Documents	30	14-Jul-21	24-Aug-21
DD0990		Design Development Activities Completed	0		24-Aug-21
Preconstruction Activities			150	01-Jun-21	04-Jan-22
Permitting			150	01-Jun-21	04-Jan-22
Project Submittals			20	14-Jul-21	10-Aug-21
Vendor Procurement			104	27-Apr-21	22-Sep-21
Construction Activities			246	06-Dec-21	22-Nov-22
Phase Milestones			216	13-Dec-21	19-Oct-22
CA0200		Site Work Starts	0	13-Dec-21	
CA0250		Foundations Started	0	09-Feb-22	
CA0300		Structure Started	0	17-Mar-22	
CA0400		Building Envelope Started	0	15-Apr-22	
CA0500		Interior Rough-In Started	0	12-Jul-22	
CA0700		Landscaping Started	0	30-Aug-22	
CA0600		Interior Finishes Started	0	19-Oct-22	
Site Mobilization			27	06-Dec-21	13-Jan-22
CA1000	31 Site	Install Initial Environmental Controls	5	06-Dec-21	10-Dec-21
CA1100	31 Site	Prepare Site Access	10	13-Dec-21	27-Dec-21
CA1300	31 Site	Install Temporary Facilities	5	28-Dec-21	04-Jan-22
CA1200	31 Site	Install Site Controls	5	28-Dec-21	04-Jan-22
CA1400	31 Site	Install Temporary Facilities Utilities	2	05-Jan-22	06-Jan-22
CA1500	31 Site	Fit-Out Site Facilities	5	07-Jan-22	13-Jan-22
CA1600		Site Facilities Operational	0		13-Jan-22
Site Work & Foundations			125	13-Dec-21	09-Jun-22
CA1010	31 Site	Grub Site	20	13-Dec-21	11-Jan-22
CA1020	31 Grou	Perform Ground Improvements	35	28-Dec-21	15-Feb-22
CA1030	31 Site	Excavate & Backfil Footings	30	02-Feb-22	16-Mar-22
CA1050	03 Conc	FPS Foundation	25	09-Feb-22	16-Mar-22



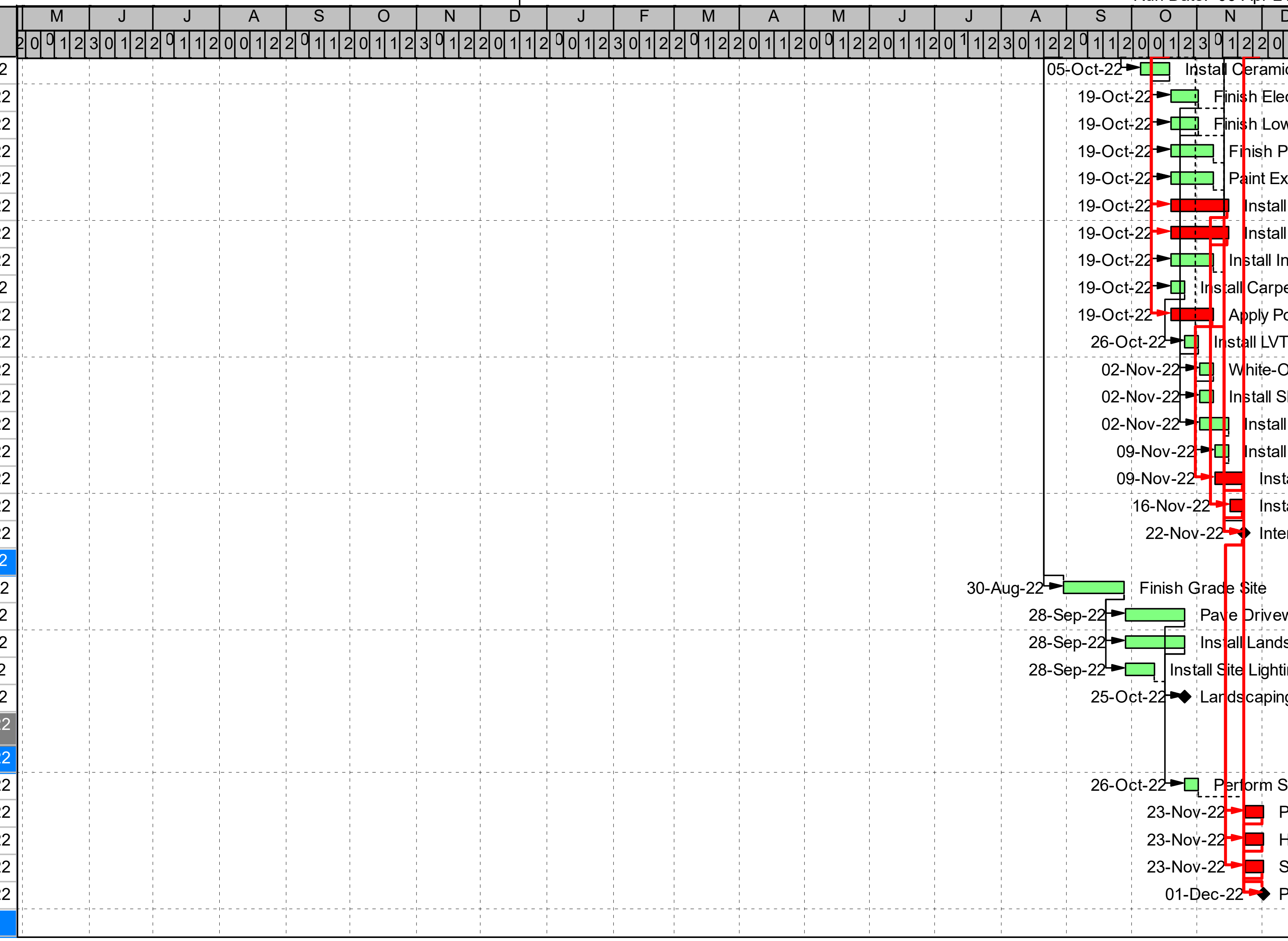
Remaining Level of Effort | Actual Work | Critical Re...
Actual Level of Effort | Remaining Work | ◆ Milestone

Activity ID	Contractor	Activity Name	Planned Duration	Start	Finish
CA1060	26 Elec	Install Under Slab Electrical	15	03-Mar-22	23-Mar-22
CA1070	22 Plum	Install Under Slab Plumbing	15	03-Mar-22	23-Mar-22
CA1040	31 Site	Install Storm Water Drainage	20	17-Mar-22	13-Apr-22
CA1090	03 Conc	Place SOG	20	24-Mar-22	20-Apr-22
CA1045	31 Site	Run Underground Utilities	20	14-Apr-22	11-May-22
CA1047	31 Site	Rough Grade Site	20	12-May-22	09-Jun-22
CA1099		Site Work and Foundations Completed	0		09-Jun-22
Structure			65	17-Mar-22	16-Jun-22
CA2010	04 Maso	Install Interior CMU Support Walls	20	17-Mar-22	13-Apr-22
CA2020	04 Maso	Install Interior CMU Partitions	15	14-Apr-22	04-May-22
CA2030	04 Maso	Install CMU Knee Walls	15	05-May-22	25-May-22
CA2040	04 Maso	Install Brick Veneer	15	26-May-22	16-Jun-22
CA2099		Structure Completed	0		16-Jun-22
Building Envelope			96	14-Apr-22	29-Aug-22
CA3005		Receive Murox Panel (initial shipment)	1	14-Apr-22	14-Apr-22
CA3020	13 SC	Install Murox Panels (South Side)	10	15-Apr-22	28-Apr-22
CA3025	13 SC	Install Murox Panels (West Side)	10	29-Apr-22	12-May-22
CA3060	07 AVB	Install AVB (Veneer Walls)	10	29-Apr-22	12-May-22
CA3030	13 SC	Install Murox Panels (North Side)	10	13-May-22	26-May-22
CA3035	13 SC	Install Murox Panels (East Side)	10	27-May-22	10-Jun-22
CA3040	13 SC	Install Joists & Deck	20	13-Jun-22	11-Jul-22
CA3070	08 Stor	Install Store Front	10	17-Jun-22	30-Jun-22
CA3045	07 Roof	Install Parapet Blocking	10	12-Jul-22	25-Jul-22
CA3050	07 Roof	Install Roof Membrane	20	26-Jul-22	22-Aug-22
CA3075	08 Stor	Install Skylight	5	23-Aug-22	29-Aug-22
CA3099		Building Envelope Completed	0		29-Aug-22
Interior Rough-In			70	12-Jul-22	18-Oct-22
CA4010	09 Floo	Install Light Gauge Framing	20	12-Jul-22	08-Aug-22
CA4020	26 Elec	Rough-in Electrical In-Wall	20	09-Aug-22	06-Sep-22
CA4030	26 Elec	Rough-in Low Voltage In-Wall	20	09-Aug-22	06-Sep-22
CA4040	22 Plum	Rough-in Plumbing In-Wall	20	09-Aug-22	06-Sep-22
CA4060	21 Fire	Rough-in Fire Suppression (Hard Lid)	15	09-Aug-22	29-Aug-22
CA4050	23 HVAC	Install HVAC	40	23-Aug-22	18-Oct-22
CA4064	21 Fire	Rough-in Fire Suppression (ACT Ceiling)	10	30-Aug-22	13-Sep-22
CA4080	09 GWB	Hang Drywall	15	07-Sep-22	27-Sep-22
CA4025	26 Elec	Rough-in Electrical Building	20	07-Sep-22	04-Oct-22
CA4035	26 Elec	Rough-in Low Voltage Building	20	07-Sep-22	04-Oct-22
CA4045	22 Plum	Rough-in Plumbing Building	20	07-Sep-22	04-Oct-22
CA4068	21 Fire	Rough-in Fire Suppression (Open Ceiling)	15	14-Sep-22	04-Oct-22
CA4099		Interior Rough-In Completed	0		18-Oct-22
Interior Finishes			65	23-Aug-22	22-Nov-22
CA5010	09 Pain	Paint CMU Walls	25	23-Aug-22	27-Sep-22
CA5005	09 GWB	Tape/Finish Drywall	15	14-Sep-22	04-Oct-22
CA5015	09 Pain	Paint Drywall	15	28-Sep-22	18-Oct-22
CA5060	26 Elec	Finish Electrical Building	35	28-Sep-22	15-Nov-22
CA5070	26 Elec	Finish Low Voltage Building	35	28-Sep-22	15-Nov-22
CA5080	22 Plum	Finish Plumbing Building	35	28-Sep-22	15-Nov-22
CA5020	09 Act	Install ACT Grid	15	05-Oct-22	25-Oct-22



Remaining Level of Effort | Actual Work | Critical Re...
Actual Level of Effort | Remaining Work | ◆ Milestone

Activity ID	Contractor	Activity Name	Planned Duration	Start	Finish
CA5030	09 Floo	Install Ceramic Tile	10	05-Oct-22	18-Oct-22
CA5065	26 Elec	Finish Electrical In-Wall	10	19-Oct-22	01-Nov-22
CA5075	26 Elec	Finish Low Voltage In-Wall	10	19-Oct-22	01-Nov-22
CA5085	22 Plum	Finish Plumbing In-Wall	15	19-Oct-22	08-Nov-22
CA5019	09 Pain	Paint Exposed Ceilings	15	19-Oct-22	08-Nov-22
CA5040	06 Mill	Install Millwork	20	19-Oct-22	15-Nov-22
CA5045	08 Door	Install Doors & Hardware	20	19-Oct-22	15-Nov-22
CA5050	08 Stor	Install Interior Glazing	15	19-Oct-22	08-Nov-22
CA5032	09 Floo	Install Carpet	5	19-Oct-22	25-Oct-22
CA5039	09 SF	Apply Polished Floor Finish	15	19-Oct-22	08-Nov-22
CA5034	09 Floo	Install LVT	5	26-Oct-22	01-Nov-22
CA5025	09 Act	White-Out ACT	5	02-Nov-22	08-Nov-22
CA5036	09 Floo	Install Sheet Vinyl	5	02-Nov-22	08-Nov-22
CA5038	09 Floo	Install Vinyl Base	10	02-Nov-22	15-Nov-22
CA5090	23 HVAC	Install Registers	5	09-Nov-22	15-Nov-22
CA5056	10 Spec	Install Shower & Toilet Partitions	10	09-Nov-22	22-Nov-22
CA5049	10 Sign	Install Interior Signage	5	16-Nov-22	22-Nov-22
CA5099		Interior Finishes Completed	0		22-Nov-22
Landscaping			40	30-Aug-22	25-Oct-22
CA6030	31 Site	Finish Grade Site	20	30-Aug-22	27-Sep-22
CA6050	31 Site	Pave Driveways & Parking Areas	20	28-Sep-22	25-Oct-22
CA6070	31 Site	Install Landscaping	20	28-Sep-22	25-Oct-22
CA6040	26 Elec	Install Site Lighting	10	28-Sep-22	11-Oct-22
CA6090		Landscaping Completed	0		25-Oct-22
Closeout Activities			25	26-Oct-22	01-Dec-22
Project Closeout Activities			25	26-Oct-22	01-Dec-22
CO1020	Cianbro	Perform Site Punch List	5	26-Oct-22	01-Nov-22
CO1030	Cianbro	Perform Building Punch List	5	23-Nov-22	01-Dec-22
CO1050	Cianbro	Hold Facility Training	5	23-Nov-22	01-Dec-22
CO1040	Cianbro	Submit Asset Warranties	5	23-Nov-22	01-Dec-22
CO1090		Project Closeout Activities Completed	0		01-Dec-22
Occupancy Activities			0		



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Actual Level of Effort | Remaining Work | ◆ Milestone

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 no escalator. 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	First Purchase Option during the Initial Lease Term: 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. Second Purchase Option in the event Tenant exercises its Option to Renew its Lease: 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

DEVELOPERS COLLABORATIVE

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 beads 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. Dampproofing 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 haste 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 VRV 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. Al 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 sting 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 Contigency	$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: [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.

U.S. GREEN BUILDING COUNCIL
LEED GOLD
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

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