



April 26, 2023

Mr. James H. Gailey, CMM
County Manager
Cumberland County
142 Federal Street
Portland Maine 04101

Dear Jim,

Thank you for inviting us to the conversation regarding the feasibility of developing the office building for the consolidated offices for Cumberland County. As discussed, we need to better understand the overall project costs to make a determination on moving forward. In determining the total development costs of this project, we need to confirm the programming, create design development drawings for pricing, identify the additional costs related to unsuitable soils and compile a preliminary overall budget and schedule for the project. As part of this work, we may look at other value-engineering strategies or efficiencies of scale that may be derived from other construction on-site (such as for stormwater and soil remediation).

Developers Collaborative (DC) has extensive experience working on design-build projects and our team has lots of experience working on projects with challenging environmental conditions and budget constraints. We look forward to working with your team on developing a conceptual model, budget and schedule that is innovative and works for Cumberland County. Please see below a scope of work that will advance the effort to a point where all parties can make an informed decision on the feasibility of this project.

The Site

Identified as the Cumberland County owned site adjacent to the jail on County Way from the northeast entry into the site and bordered on the west side by the Fore River Parkway in Portland Maine.

Scope of Work

- Programming work with Lisa Whited and Oak Point Associates to develop initial building program, concept design and building footprints, system options for structural, mechanical, electrical and plumbing. The goal is to establish a tighter size range and planned systems for the facility to be used in order to gain insight on magnitude of pricing with contractors. Estimated timeline 4-6 weeks.
- Consult with Woodard & Curran, Ransom Environmental and Aceto Landscape Architects (ALA) and the Client on concept site plan and methodology for dealing with unsuitable soils. Estimated timeline 4-6 weeks.
- Determine eligibility for Brownfields programs – Review the technology, map a cleanup concept, estimate volumes and cost estimates for various options.



- Evaluate site constraints identified in documents provided by the Client and observed in on-site visits and communication with subcontractors.
- Develop a due diligence scope intended to vet out major issues that affect project feasibility in design, site constraints, permitting, and financing, including a schedule for entitlements, community reviews and obtaining permits for construction.
- Produce financial analyses of the most favorable options as agreed upon by the Client and DC, and make recommendations for next steps and a timeline.
- Formulate a financing and partnership strategy that best fits the circumstances. While there are many important factors, along with the need to create a good working relationship/partnership, a creative financial structure is perhaps the most critical element.
- Estimated delivery of final report will be 2 months from the signing of this Letter Agreement, estimated to be the end of June 2023.

Compensation

- DC's compensation for this initial phase of work will be \$25,000 plus reimbursement of third-party invoices (see below)
- ALA and Woodard & Curran estimate for time and materials: Not to Exceed \$5,000
- Ransom Environmental for time and materials: Not to Exceed \$5,000
- Oak Point Associates for time and materials: Not to Exceed \$18,250
- Lisa Whited for time and materials: Not to Exceed \$10,000
- Any other third-party consultants' work product and pricing will be approved by the Client
- DC will submit its invoice, the third-party invoices, and any other previously approved third party consultant's invoices with the delivery of the final report. The Client will own all rights to work produced upon payment.
- Upon completion of the work contemplated in this Letter Agreement, should Client and DC enter into a Development Agreement, then it is contemplated that DC's compensation for the scope included in this Letter Agreement will be assumed by the Development Agreement (The Project).

by: _____

James H. Gailey
Cumberland County Manager

by: _____

Kevin R. Bunker
Developers Collaborative Predevelopment LLC