VOLUME 1

Springfield Regional Justice Center Project

Submitted By:

GATEWAY
JUSTICE PARTNERS

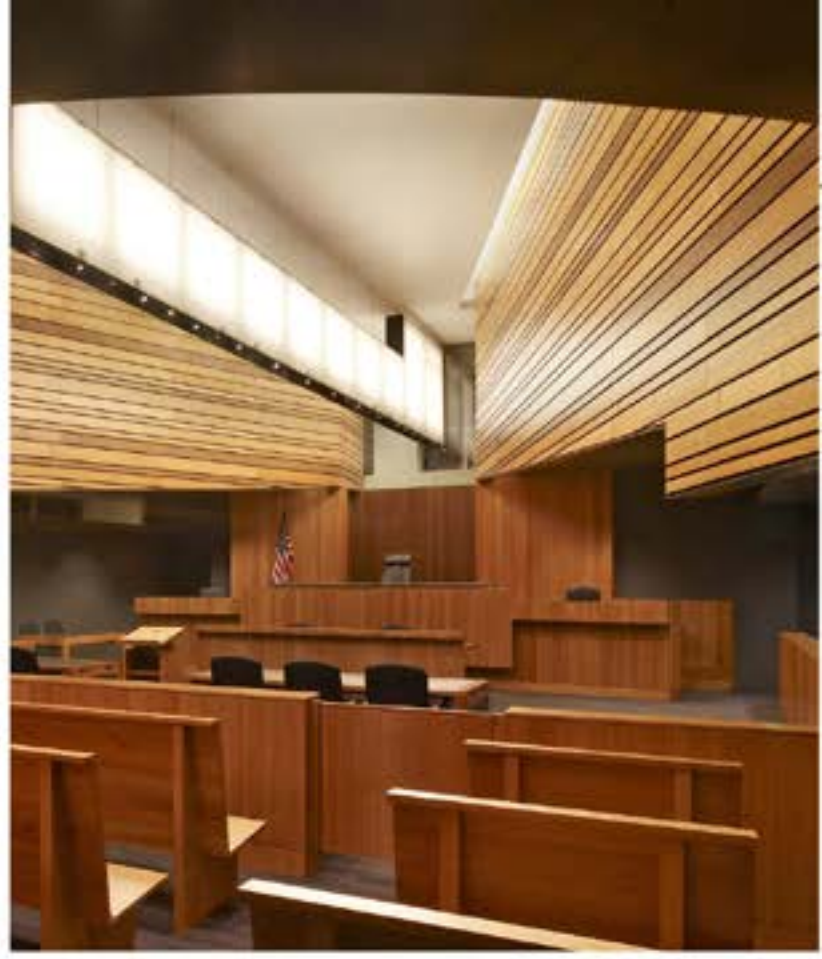






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GATEWAY
JUSTICE PARTNERS

October 16, 2025

Peter Woodford, Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor, Suite 1500
Boston, Massachusetts, 02108

RE: Request for Proposals (RFP) Springfield Regional Justice Center (Project Number 202410900)

Dear Mr. Woodford

Gateway Justice Partners (GJP) is pleased to submit its Lease Proposal for the Massachusetts Trial Court Springfield Regional Justice Center Project. This proposal brings together the combined strengths of Fengate Asset Management (Fengate), OPAL Real Estate (OPAL), and WinnDevelopment Company (WinnCo), a strategic collaboration that blends national expertise with strong local partnerships to deliver best value to the Commonwealth.

Park View South, LLC, a real estate holding company operating at the direction of OPAL, is the Eligible Proposer as record owner of the proposed property, with an executed purchase and sale agreement and option to purchase the directly adjacent properties. As Equity Members, Fengate, OPAL and WinnCo have entered into a binding contract and, upon conditional selection, will form the Special Purpose Vehicle entity which will serve as Landlord under the Lease. Upon Lease execution, the Landlord will be the record owner of all three properties.

As the majority equity partner, Fengate will be the single point of contact for the Division of Capital Asset Management and Maintenance (DCAMM) and all stakeholders for the Lease Term.

The GJP consortium also includes the following discipline lead team members:

» **Design-Builder:** Gilbane Building Company, the largest construction manager headquartered in New England
» **Lead Designer:** DLR Group, ranked #1 Courthouse Architecture Firm by Building Design + Construction
» **Property Manager:** Fengate and EllisDon Facilities Services, specialists in courthouse asset management

An expansive team for an important undertaking, GJP is structured to fully integrate financing, design, engineering, sustainability, construction, and facilities management specialists with the ability to

deliver the Commonwealth's policy goals and objectives.

Positioned along the Connecticut River, the GJP proposal offers:

» **A transformational outcome for Springfield,** revitalizing and reconnecting the Downtown waterfront district as a catalyst for further investment in the North End
» **A new purpose-built Justice Center** to meet the needs of the Massachusetts Trial Court as a single tenant building with the option of future collocation of other Commonwealth agencies
» **Turnkey, fully managed premises** under a fixed flat-rent proposal, including the cost of all Landlord Improvements, Landlord Services, and Capital Improvements for the 40-year initial term
» **Dedication to Commonwealth policies** and the creation of a healthy building, including a net zero-ready design approach
» **Delivery of best value** by offering the Commonwealth automatic ownership of the land and building at the completion of the initial 40-year term at no further cost

We encourage DCAMM to engage with the newly completed Clackamas County Circuit Courthouse, a purpose-built, $313 million facility that Fengate and DLR Group collaboratively delivered on time and on budget.

Judge Kathie Steele and other Clackamas representatives offer valuable perspectives not only on the courthouse itself, but also on the collaborative process that shaped its design and construction. Completed in May 2025, the project met its contractual delivery date set in August 2022, reflecting a strong commitment to execution and partnership. Please refer to Appendix A1 Landlord References for contact details for Judge Steele.

For all communication, please see below the details of the primary contact person:

Lead Team Member Firm: Fengate Asset Management

Primary Contact: Bianca Steer

Title: Vice President, Infrastructure Investments

Address: 801 Brickell Avenue, Suite 2550, Miami, FL 33131

Phone: 416-624-1022

E-mail: Bianca.Steer@fengate.com

We look forward to discussing the opportunity to collaborate with the Commonwealth to develop the Springfield Regional Justice Center that will stand as a landmark for this Gateway City, embodying civic responsibility, dignity, and equitable access to justice.

Yours sincerely,



Mr. Mac Bell, Managing Director
Fengate Capital Management Ltd
Authorized Representative, GJP Consortium

Lease Proposal Form



INSTRUCTIONS FOR PREPARATION, AND SUBMISSION OF LEASE PROPOSALS

A. Preparation of Proposals

Proposals must be submitted on the Division of Capital Asset Management and Maintenance (DCAMM) Lease Proposal form included with this RFP. A proposal consists of the Lease Proposal form and required attachments.

Please note, a Microsoft Word format of the Lease Proposal is available for downloading at http://www.commbuys.com. Click on **Advanced, Select Bid Solicitations as the Document Type. Select Division of Capital Asset Management and Maintenance as the Organization. Select the Office of Leasing as the Department. Click Search. Select the RFP/IFP you are looking for.** Find the **File Attachments** row and click on the "Lease Proposal" document to save or open it. It can be filled out electronically and printed or saved as a PDF for submission consistent with the instructions below for submission of proposals. When filling out the Lease Proposal electronically, use the tab key or mouse to move from field to field and the mouse to check or un-check a box.

B. Submission of Proposals

Proposals must be received on or before the proposal submission deadline specified on Page A-1 of this RFP.

All additional Submission information may be found in the **Request for Proposal** in Section 3 **SUBMITTAL REQUIREMENTS.**

C. Submission of Multiple Proposals

Proposers may submit separate proposals for premises in different buildings or for different premises within the same building. Proposers may also submit alternative proposals for the same premises.

THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

LEASE PROPOSAL

User Agency: Massachusetts Trial Court (TRC) **Project No: 202410900**

To: **Peter Woodford, Office of Leasing and State Office Planning**
Division of Capital Asset Management and Maintenance
One Ashburton Place
15th Floor, Room 1500
Boston, Massachusetts 02108

The undersigned has read the Request for Proposals (RFP), including the Commonwealth of Massachusetts Office Lease (the Lease), attachments, and the specifications, in § B - General Specifications, all of which was provided with the download of the RFP in COMMBUYS. The undersigned acknowledges that the proposed property must comply with all RFP specifications before occupancy by the User Agency unless unambiguously stated otherwise in this Proposal, the undersigned is an eligible proposer as defined in the RFP and there are no known obstacles to prevent the owner from executing a lease or that could invalidate such lease. The undersigned confirms that the owner of the proposed property will 1) enter into a lease substantially in the form of the Lease, 2) provide a statement under oath listing the names and addresses of all persons having a direct or indirect beneficial interest in the property, as required by G. L. chapter 7C, § 38, 3) provide a certification that all state taxes and employment-security contributions have been paid by the owner in accordance with G. L. chapter 62C, § 49A and chapter 151A, § 19A (b), and 4) execute under oath a Certificate of Compliance with Executive Order No. 481. The official forms for items 2), 3), and 4) immediately follow the Lease that is referenced in item 1). The undersigned acknowledges that DCAMM may reject all proposals or waive portions of the RFP for all proposals if DCAMM deems such rejection, waiver, or both to be in the Commonwealth's best interest. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

1.1 Location:

Street Address of Proposed Building:
A consolidation of City of Springfield Assessors' Parcel 12168-0190 (Parcel A), Parcels 00845-0073/12145-0035 (Parcels E&C) and Parcel 00845-0076 (Parcel D). Please refer to Plan Book 275, Page 68 attached. A newly created lot of approximately 15.909 acres will be the location of the Springfield Regional Justice Center and subject to the Lease – this is shown (in green) on a stamped/preliminary subdivision plan prepared by R Levesque Associates dated October 10, 2025 attached. This subdivision will reduce costs to the Commonwealth by utilizing only the land required for the Justice Center, and to allow for the remaining land to be utilized for green space and future development.

Park View South L.L.C. is the record owner of Parcel 12168-0190 (Parcel A)

Park View South L.L.C. has entered into a Purchase and Sale Agreement to Purchase Parcel 00845-0073 and 12145-0035 (Parcels E&C) with the purchase scheduled to close on November 19, 2025.

Park View South L.L.C. has entered into an Option to Purchase Parcel 00845-0076 (Parcel D). The Option to Purchase requires the option be exercised prior to October 30, 2027.

Floor Number: **N/A**
City State Zip: **01104**
Confirm that the proposed Building is located within the search area defined in the RFP: ☒ Yes ☐ No

1.2 Usable Area

Proposed Usable Area: **246,189 USF**
Please note the Commonwealth has a specific method of calculating usable square feet, please refer to the Amount of Space section in the RFP for detail. Please confirm you have calculated USF per DCAMM methodology:
☒ Yes ☐ No

Due to our proposal being a purpose-built single tenant building, GJP assumed that all spaces in the SAFS are deemed Usable Area. Please refer to Volume 2 Usable/Rentable Plans for detailed Usable SF, Rentable SF and Building Gross SF for each level.

1.3 Commonwealth Lease and Term

Proposed Term of Lease: Forty (40) Years.
Confirm that the proposed landlord has reviewed the Lease and agrees to enter into a lease substantially in the form of the Lease attached to the RFP without material modifications: ☒ Yes ☐ No
Please attach a separate sheet identifying all proposed revisions in the form of a Lease Rider. **Attached**

1.4 Proposer

Name of Proposer:	**Gateway Justice Partners**		
Contact:	**Peter Picknelly**	Office Phone:	**413-726-9836**
Company Name:	**Park View South, LLC (Eligible Proposer)**	Cell Phone:	**413-246-8600**
Address:	**Union Station, Suite 300, 1 Peter Pan Way.**		
City State Zip:	**Springfield, MA 01103**	Email:	
	peter@peterpanbus.com		

Proposer is submitting this proposal as (see RFP Section 3 for definition of "Eligible Proposer"):
☒ Record Owner ☐ Broker or Agent ☒ Prospective Purchaser ☐ Tenant whose lease permits subleasing

Proposer represents and warrants that 1) the information and statements in this Proposal are complete and accurate to the best of the Proposer's ability to make them so, and 2) the Proposer has not communicated with any representative of the Commonwealth of Massachusetts regarding preparation of this Proposal other than the DCAMM Project Manager.

Proposer's Signature: _____ **Date:** 16 October 2025

1.5 Proposed Landlord

Name:	**Gateway Justice Partners**		
Name of Principal(s):	**Mac Bell (Fengate)**	Office Phone:	**305-280-7227**
Address:	**801 Brickell Ave, Suite 2550**	Cell Phone:	**416-795-4468**
City State Zip:	**Miami, FL 33131**	Email:	**Mac.Bell@fengate.com**

MA corporation: MA LLC: Other MA entity: X
Entity organized in another state (specify state and type of entity):
Upon conditional selection, Fengate Asset Management Inc, Opal Family Investment, LLC and WinnDevelopment Company LP will form Gateway Justice Partners, LLC - a Special Purpose Vehicle (SPV) as a limited liability company in Delaware with authority to transact business in Massachusetts. Fengate as majority equity partner (85%) will serve as the single point of contact for the Commonwealth for the duration of the Lease period.

2. Cost

Include all cost and rent information for the proposal on this page.

DCAMM encourages submission of gross, flat-rent proposals that include the cost of all Landlord's Improvements and all Landlord's Services.

2.1 Total Annual Rent

Please complete the table below by filling in the components of the proposed Total Annual Rent for each year of the lease term. The far-left column identifies components of Annual Rent. Enter total dollars per year in the applicable rows; DCAMM will confirm the usable area of the proposed premises (Premises) and will calculate the proposed rental rate per usable square foot.

If you are proposing a gross lease, there should only be costs listed in the "Base Amount for Rent" row. If you are not proposing a gross lease and a cost is excluded from the proposed Total Annual Rent, please provide the estimated dollar amounts in the appropriate boxes in that row. Identify in the Questions section below how excluded costs are to be paid. Confirm that amounts are entered in the appropriate box so that the Total Annual Rent for each year equals the sum of the amounts entered. Confirm that the Annual Rent is expressed in total dollars and NOT as a rental rate per square foot.

Complete the questions below. Use the "Comments" section to provide information about any costs that may require explanation.

Annual Rent (Total $/yr)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Base Amount for Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**

Annual Rent ($/yr)	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Base Amount for Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**

Years 11 through 40 on the following pages.

Annual Rent ($/yr)	Year 11	Year 12	Year 13	Year 14	Year 15
Base Amount for Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300

Annual Rent ($/yr)	Year 16	Year 17	Year 18	Year 19	Year 20
Base Amount for Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300

Annual Rent ($/yr)	Year 21	Year 22	Year 23	Year 24	Year 25
Base Amount for Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	$46,713,300	$46,713,300	$46,713,300	$46,713,300	$46,713,300

Years 26 through 40 on the following page.

Annual Rent ($/yr)	Year 26	Year 27	Year 28	Year 29	Year 30
Base Amount for Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**

Annual Rent ($/yr)	Year 31	Year 32	Year 33	Year 34	Year 35
Base Amount for Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**

Annual Rent ($/yr)	Year 36	Year 37	Year 38	Year 39	Year 40
Base Amount for Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**
Estimate for Lights and Plugs:					
Estimate for HVAC:					
Estimate for Reserved Parking:					
Estimate for Other:					
Estimate for Other:					
Estimate for Other:					
Total Annual Rent:	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**	**$46,713,300**

2.2 Landlord's Improvements

Please provide the total estimated cost of Landlord's Improvements included in the Total Annual Rent: $ **409,058,334**

As a supporting document to the above listed total estimated cost of Landlord's Improvements, please attach a full construction budget, inclusive of hard and soft costs. **Please refer to Appendix A8 Cost and Financing for the full design-build construction budget from Gilbane for the $409,058,334 which includes design, contingency, escalation, insurance, bonding, attic stock allowance ($2M) and other relevant costs.**

Does the Total Annual Rent include the cost of all work necessary to comply precisely with Landlord's Improvements in § B-2, § B-3 and § B-4 of the RFP? If No, please explain. **Yes, however clarifications are provided in Appendix A8 Cost and Financing**

2.3 Landlord's Services

Does the Total Annual Rent include the cost of all services to comply precisely with the Landlord's Services in § B-1 of the RFP? If No, please identify the excluded services and provide a cost estimate to obtain these services through the Landlord or a third party. **Yes, all services are included. The Landlord Services and Capital Improvements are provided as a fixed amount for the 40-year initial term. A cost-saving alternative to B-1 is included in the Annual Rent above in relation to the refresh frequencies of painting and flooring. As a cost saving to the Commonwealth, we have taken a condition-based re-finishing approach to painting and flooring based on the product selection used in the Landlord Improvements with a whole of life cost assessment approach and expected useful life. Floor finishes will be repaired and replaced, and re-painting will occur on an as-needed basis to maintain safety, functionality and aesthetics rather than at prescribed frequencies to enhance the value-for-money offering. Over the term, this provides a $13 million saving to the Commonwealth. Please refer to Appendix A8 Cost and Financing for further details.**

2.4 Comments

Please provide any insight about your proposed premises that you believe DCAMM should consider related to cost reductions for the Improvements, Landlord Services, property taxes or Annual Rent. **In line with DCAMM's preference, Gateway Justice Partners has provided a gross, flat rent that includes the cost of all Landlord's Improvements, Landlord's Services, and Capital Improvements for the duration of the 40-year initial term. Given the lease duration, we have proposed that the best value is a Modified Gross Lease, with insurance, utilities and property tax charged to the tenant on a direct pass-through basis noting the ease of transparency of these charges as they are invoiced by third-parties. Noting the challenges predicting these costs in 40 years, excluding them eliminates unreasonable contingencies for future changes.**

1.Insurance: Annual costs are estimated at $450,000 (Property, Environmental and Commercial General Liability).

2. Property Tax: GJP has several options to significantly reduce the property tax charged to the Justice Center in this location. Property Tax is estimated at approximately $8 million/year. GJP is open to including the property tax within the Annual Rent amount if directed by DCAMM.

3. Utilities: As the building is a new purpose-built Justice Center, GJP will undertake energy modelling during the design process to estimate annual utility costs. The net-zero ready design including the Geoexchange Building Conditioning System will substantially reduce utility cost by an estimated $15-$20 million over the lease term. The Geoexchange approach is included as a capital cost premium, however the design approach aligns with Commonwealth decarbonization goals and if offset by the future utility cost savings.

Please refer to Appendix A8 Cost and Financing for cost reduction alternatives for consideration including a Rent Payment Step Down approach that provides a total rent saving to the Commonwealth of approximately $305 million over the 40 year term.

3. Commonwealth Policy Objectives

Refer to RFP § 7 when responding to the questions below.

3.1 Historic Properties

Is the proposed space in a Building listed on the National Register of Historic Places as provided by 16 USC § 470a (l974)?

☐ Yes ☒ No

Is the proposed space in a Building certified as an historic landmark as provided by G. L. c. 9, § § 26 through 27C?

☐ Yes ☒ No

Is the proposed space in a Building designated as an historic landmark by the local historic commission?

☐ Yes ☒ No

If you answered Yes to one or more of these questions, attach evidence of historic building status.

3.2 Sustainability: Leading by Example, Decarbonizing and Minimizing Environmental Impacts (Executive Order 594)

Please identify by selecting the boxes below how your proposal currently complies with or is planned to comply with Executive Order 594 (Refer to RFP § 7.3)

	CURRENT	PLANNED
Energy Star Building:	☒ Y ☐ N	☐ Y ☐ N
Energy conservation and efficiency:	☒ Y ☐ N	☐ Y ☐ N
Clean energy practices:	☒ Y ☐ N	☐ Y ☐ N
Energy procurement:	☒ Y ☐ N	☐ Y ☐ N
LEED Certified Building:	☒ Y ☐ N	☐ Y ☐ N
Water conservation:	☒ Y ☐ N	☐ Y ☐ N
Waste reduction and recycling:	☒ Y ☐ N	☐ Y ☐ N
Environmentally preferable procurement:	☒ Y ☐ N	☐ Y ☐ N
Toxics-use reduction:	☒ Y ☐ N	☐ Y ☐ N
Sustainable transportation:	☒ Y ☐ N	☐ Y ☐ N
Electrical vehicle charging stations on site:	☒ Y ☐ N	☐ Y ☐ N
Other:	☐ Y ☐ N	☐ Y ☐ N

Identify all other practices to reduce environmental impact, and comment on current and planned practices identified above:

Please refer to Appendix A2 Commonwealth Policy Objectives and Appendix A3 Design for further details on the net-zero ready design including the geothermal well field.

3.3 South Coast Rail Economic Development and Land Use Corridor Plan

Is the Building within the area of South Coast Rail Economic Development and Land Use Corridor Plan? ☐ Yes ☒ No

If you answered Yes, explain how the proposal is consistent with implementation of the recommendations of the Corridor Plan.

3.4 Gateway Cities

Is the Building within a Gateway City? *(Gateway Cities are as follows: Attleboro, Barnstable, Brockton, Chelsea, Chicopee, Everett, Fall River, Fitchburg, Haverhill, Holyoke, Lawrence, Leominster, Lowell, Lynn, Malden, Methuen, New Bedford, Peabody, Pittsfield, Quincy, Revere, Salem, Springfield, Taunton, Westfield, and Worcester.)* ☒ Yes ☐ No

If you answered yes, is the Building located within the downtown area? ☒ Yes ☐ No

If you answered yes, please provide any information on promotion of private investment in construction or substantial rehabilitation of a commercial and/or multi-family residential development?

Please refer to Appendix A2 Commonwealth Policy Objectives.

3.5 Inclusive Design

Please provide any information on the proposed Building and efforts to meet the diverse and changing needs of users across age, gender, ability, language, ethnicity, and economic circumstance, and any details on your facilitate that are usable by the widest range of situations without the need for special or separate design

Please refer to Appendix A2 Commonwealth Policy Objectives.

3.6 Environmental Justice Population Area

Is the Building within an Environmental Justice Population Area? ☒ Yes ☐ No

(Environmental Justice Population Areas can be found on mass.gov)

Please refer to Appendix A2 Commonwealth Policy Objectives

4. Location

4.1 Parking: Please identify how your proposal accommodates parking as outlined in the RFP.

Public Parking:

Identify the number of public parking spaces within one-quarter mile of the proposed Building: **The design includes 651 onsite public parking spaces in addition to the 33 Reserved & Secured and 38 Unsecured Reserved spaces listed below. There is no parking fee to staff and visitors for the 722 onsite spaces parking spaces. Options for more**

onsite and adjacent parking are provided in Appendix A8 Cost and Financing.

Identify the number of accessible space(s) within one-quarter mile of the proposed Building: **Total public accessible spaces onsite: 12 (3 Van Accessible) in addition to the accessible spaces shown below in the Reserved & Secured parking and the Unsecured Reserved parking.**

Reserved, Secured Parking: List the location and number of reserved parking spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #
Below Building	**32**	**1**	**33**

Reserved Parking: List the location and number of unsecured reserved spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #
Onsite surface lot, north of building	**36**	**2**	**38**

Electric Vehicle Charging Stations: List the location and number of EV charging stations included in this proposal:

Address/Location	# EV Stations
Onsite	**20% of the 722 onsite spaces. 5% will have charging ports installed at Occupancy and 15% EV Ready for installation as demand is required. Two Reserved & Secured spaces below the building have EV charging ports at Occupancy.**

Sallyport: Please provide details on your plan for meeting the sallyport requirements outlined in the RFP:

Exemption (n) - security or safety of persons or buildings

. Please refer to Appendix A3 Design narrative and Figure A3-8 Sallyport Circulation Diagram and Volume 2 Required Plans.

Other Parking: List the location and number of any additional parking spaced included in this proposal that are in addition to the above referenced parking types:

Address/Location	Total #
In addition to the onsite parking listed above, at DCAMM's request, the site could accommodate additional parking within its boundary and has adjacent sites that could be developed for additional parking.	**Refer to Appendix A8 for options**

4.2 Access

List closest highway exits and major arterial roads and estimate their distance from the proposed Building:

The site is strategically positioned near key highway corridors:
- US Route 20, I-91, and I-291 are all within one mile of the Project via Avocado Street and the new Courthouse Drive
- The SRJC front door is 0.5 mile from a signalized intersection at West Street and Plainfield Street (US Route 20)
- On-ramps to I-91 South and I-291 via US Route 20 are 0.6 miles from the site, while I-91 North is .75 mile away
- A secondary access point via Clinton Street connects to a new signalized intersection with West/East Columbus Avenue and Liberty Street, .3 mile from the site

List public transportation serving the Building, identify nearby stops and stations and estimate their distance from the proposed Building:

The Project is 0.5 miles from Union Station, the region's multimodal hub, which provides:
- Pioneer Valley Transit Authority (PVTA) bus service for all Springfield routes
- Intercity bus service (Peter Pan, Greyhound)
- Amtrak and CTrail Hartford Line commuter rail

The SRJC site is well integrated with existing transit. PVTA Routes 20 and 10 currently link Holyoke, Springfield, West Springfield, and Westfield. PVTA has formally committed to extend bus service directly to the Justice Center, with a

stop integrated at the main entrance. This ensures equitable, convenient access for all residents of the region. Please refer to the included copy of the PVTA Letter of Commitment.

Identify any existing or proposed shuttle serving the Building, noting its route, hours of service, and schedule:
Because PVTA service will bring riders directly to the Justice Center entry, no supplemental shuttle service is currently planned.

Is the cost of this service included in the proposed rent? **N/A**

4.3 Neighborhood Characteristics

Identify all uses in the immediate vicinity of the proposed Building (within approximately 1/10 mile).

☒ Office	☒ Retail	☐ Residential	☒ Restaurant/Food
☐ R&D	☒ Warehouse	☐ Manufacturing	☒ Industrial
☒ Vacant Land	☐ Other (specify): _____		

List amenities (banks, restaurants, shops, etc.) within a ¼ mile of the Building:
Please refer to the table of nearby amenities in Appendix A3 Design Section 3.1.5 Neighborhood Characteristics

Describe neighborhood characteristics relating to safety and security:
The Project enhances safety for Justice Center visitors, staff, and the surrounding community by transforming an underutilized riverfront parcel into a well-lit, well-connected civic destination. The design includes:
- Improved Connectivity. New multimodal pathways and roadway linkages tie the site to Downtown Springfield, the River Walk, and adjacent neighborhoods. These connections encourage regular activity on the site, increasing natural surveillance and community presence.
- Comprehensive Lighting. A site-wide exterior lighting package, including roadways, parking areas, and pedestrian and bicycle paths, ensures safe, welcoming conditions for all users. Parking lots will be equipped with blue light emergency communication devices and security cameras.
Please refer to Appendix A3 Design for further details.

5. Building Conditions: Exterior Envelope, Systems and Common Areas

5.1 Flood Plain

Is the property located in a flood plain? ☐ Yes ☒ No
If you answered Yes, identify all conditions and limitations relating to the property and the proposed Premises, and attach the current FEMA flood plain map.

5.2 Barrier-Free Access

Confirm that the Building does or will comply with the requirements for access for individuals with disabilities.
☒ Yes ☐ No

Check **E** for those that are accessible now, and **P** for those that are not but will be made accessible prior to occupancy.

E	P		E	P		E	P	
☒	☐	Site	☒	☐	Building Entrance(s)	☒	☐	Common Area Restrooms
☒	☐	Parking	☒	☐	Common Area Hallways	☒	☐	Elevators
☒	☐	Proposed Premises						

5.3 Hazardous Substance (see § 5.6 of the Lease)

Owner has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. ☐ Yes ☒ No
If you answered No, identify all conditions about which there is knowledge or notice. DCAMM may request a copy of all reports on such conditions.

Environmental Assessment Land

A Phase I Environmental Assessment was conducted by Gilbane's subcontractor on the proposed land in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Assessments: Phase I Environmental Assessment Process (ASTM E 1527-21) as referenced in 40 CFR Part 312 (the All Appropriate Inquiries Rule). Standards utilized in our evaluation included the Massachusetts Oil and Hazardous Materials (OHM) Release Prevention and Response Act (MGL Chapter 21E) and the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000. NO HAZARDOUS SUBSTANCE WAS FOUND.

Building to be Demolished at Courthouse Drive Entrance

Please note that for the Parcel D existing building (55 Avocado Street) that will be demolished, Gilbane engaged a certified hazardous material subcontractor to perform a preliminary Regulated Materials Survey. The survey included assessment and analysis of building materials for the presence of asbestos containing material (ACM), lead containing paint (LCP), and polychlorinated biphenyls (PCBs). The results of testing indicated the presence of ACM within the building consisting of insulation within the exterior block walls, roof flashing, and insulation on the roof-mounted air conditioning units. Based on the results of testing, LCP has been identified as defined in the OSHA Lead in Construction standard. Contractors will be required to comply with OSHA regulation 29 CFR 1926. Representative samples of window and door caulking were collected from both buildings and analyzed for the presence of PCBs. The results indicated that the caulking is not regulated by the U.S. Environmental Protection Agency under the TSCA regulations.

Owner represents that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated (or in the case of encapsulated asbestos, have a management plan in place) in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building. ☒ Yes ☐ No

---

5.4 Building Statistics

Building rentable sf:	**294,925**	Building usable sf:	**246,189**		
Year of initial construction:	**New**	Original use:	**New**		
# of Floors Above Grade:	**5**	Below Grade:	**1**	Floor Load lb/sf:	**As per RFP**
# of Elevators:	**10**	Passenger:	**9**	Freight:	**1**

Existing Use of proposed Premises:
N/A
Please describe all planned changes in Building use:
N/A
Describe all proposed improvements to Building envelope:
Please refer to Appendix A3 Design, Section 3.3 Building: Exterior Envelope, Systems and Common Areas

5.5 Building Envelope

Type of Construction: ☐ Brick ☐ Concrete ☒ Steel ☐ Wood ☐ Other (specify): _____
Type of Exterior Walls: ☐ Brick ☐ Concrete ☐ Steel ☐ Wood ☒ Other (specify): Unitized Curtain Wall and Rain Screen
Type and Age of Windows: Type: Double Glazed Curtainwall Date Installed: New
Operable: No
Type of Roof: TPO Year of Installation: New

Describe any proposed improvements to Building envelope:
Please refer to Appendix A3 Design, Section 3.3 Building: Exterior Envelope, Systems and Common Area and the fly-through animation video provided on USB and via QR Code (password protected).

5.6 Life Safety Systems

Check **E** for those that exist and meet current code requirements, and **P** for those that do not exist but that will be provided as required by current codes prior to occupancy.

E	P		E	P		E	P	
☒	☐	Emergency Egress	☒	☐	Smoke Detectors	☒	☐	Audio and Visual Fire Alarm System
☒	☐	Sprinkler	☒	☐	Exit Signs	☒	☐	Fire Doors/Walls

☒ ☐ Exit Route Diagrams ☒ ☐ Emergency Lighting ☒ ☐ Fire Extinguishers

Describe all proposed improvements to life safety systems:
Please refer to Appendix A3 Design, Section 3.3.2 Life Safety Systems

5.7 Electrical System

Please provide a description of the electrical service and the watts per USF available to the proposed Premises.
Please refer to Appendix A3 Design, Section 3.3.3 Electrical System

Is the electrical distribution for the proposed Premises separately metered? ☒ Yes ☐ No
Is there an existing energy management system for lighting? ☒ Yes ☐ No

Is there a back-up generator? ☒ Yes ☐ No
If yes, please describe the size, age, and any capacity for Tenant Premises beyond life safety. **A 1,000 kW diesel standby generator will provide emergency power, complying with NFPA 110 and EPA Tier 3 emissions requirements. The generator will be located at grade and supplied by a buried 3,000-gallon diesel Grade DF-2 tank with fuel pumping. The generator will supply power for at least 36 hours at full load. Please refer to Appendix A3 Design, Section 3.3.3.7 Backup Generator for further details on the systems it is proposed to support.**

5.8 Heating and Air Conditioning System

Please describe the HVAC system utilized for the Premises. **Please refer to Appendix A3 Design, Section 3.3.4 Heating & Air Conditioning System**
Date and scope of latest improvements: **N/A**
Is there available capacity based on the information provided about the User Agency's use of the space: **Yes**
Is the system serving the proposed Premises separately metered? ☒ Yes ☐ No
Is there an existing energy management system? ☒ Yes ☐ No
If you answered Yes, describe the system and age:

Advanced building management system included in the design to optimize energy use and reduce consumption.

Are Preventative Maintenance Logs available during a site visit? ☐ Yes ☒ No

Describe all proposed improvements to Building systems:
Please refer to Appendix A3 Design, Section 3.3 Building: Exterior Envelope, Systems and Common Areas

If DCAMM'S Project Manager determines during a site visit that the proposed Premises is a viable proposal and an impartial review of the condition of the systems should be conducted due to age or concern from visual inspection, will Landlord conduct and pay for the review? ☐ Yes ☐ No **Not Applicable**

5.9 Building Common Areas

Identify the existing condition of the following common areas and describe all proposed improvements:
Please refer to Appendix A3 Design, Section 3.3 Building: Exterior Envelope, Systems and Common Areas
Lobby/Entrance: **New**
Stairwells: **New**
Elevators: **New**
Hallways: **New**
Restrooms: **New**

5.10 Security

Please describe any and all security protocols used for the property and the parking areas (if applicable).
Security is described in many sections of Appendix A3 Design, including 3.1.5.2 Neighborhood Safety & Security, 3.2.4 Parking, and 3.3.6 Security

6. Proposed Premises Condition

6.1 Characteristics of the Proposed Premises:

Floor Number(s): **5** Contiguous block of space: ☒ Yes ☐ No
Column Spacing: **Varies 32-42** feet o.c. by **24-32** feet o.c.
Ceiling Height: **L1, L2, L4, L5: 19' 0" and L3 16'0"** feet from the finished floor to underside of slab above
10' 0"-16'0" feet from finished floor to finished ceiling
Window Area: **32% Glazed Area**
# of Means of Egress: **5 egress stairs plus lobby egress at ground level**
Describe the existing conditions:
N/A
Date and scope of latest improvements:
N/A
If available, attach plans in CAD for each floor included in the proposed Premises, as further described in § 10.

6.2 Availability of Space

Is the proposed space vacant? ☒ Yes ☐ No
Date when the space will be vacant and construction of Landlord's Improvements can commence:
N/A
Identify existing tenants who currently occupy, or have the option to occupy, the proposed space, and the term of any rental agreement(s):
N/A

7. Landlord Information and Landlord Capacity

7.1 Landlord Information

Does Landlord entity have any employees? ☒ Yes ☐ No

7.2 Landlord's Management Services

Please provide details related to the property management company serving the Premises. Relevant details include number of square feet under management, years of experience managing similar properties, and years managing this property.

Fengate Asset Management and EllisDon Facilities Services will provide all property management services. Please refer to Appendix A1 Landlord's Team (Company Overview and Experience, Additional Team Member Experience) for details on their experience including 51 million square feet under management and 12 years of managing purpose-built courthouse facilities under long term 30-year leases. Please refer to Appendix A6 Property Management Plan.

7.3 Permitting, Design and Construction

Please provide any pertinent information related to permits or approvals necessary for improvements to the Building or Premises.

The Project will secure all required local, state, and federal approvals to ensure full compliance with environmental regulations, resource protections, and transportation and zoning requirements. Briony Angus from Tighe & Bond leads the permitting scope for the team, bringing over 20 years of professional experience leading complex projects in Massachusetts. The design and construction schedule has analyzed the all potential permits that could be required - please find a list of potential permits in Appendix A3 Design, Section 3.3.9 Permitting, Design & Construction. Please be aware we have included a Building Permit Fee of $3.1M – if this does not apply and should be replaced with the DCAMM Project cap of $150,000 we can update the Annual Rent accordingly.

Is the use sought in the RFP allowable under existing zoning? ☒ Yes ☐ No
If this is not an allowable use under the existing zoning, please describe the anticipated timeframe for zoning relief or special permit.

Names of firms and persons (e.g., architect and engineer) expected to prepare Working Drawings:

Architect of Record: DLR Group (Todd Orr, Michelle Graham, Rob Fisch); Engineering: Salas O'Brien (Ilona Prosol) and Tighe & Bond (Briony Angus and Joe Persechino). Please refer to Appendix A1 Landlord's Team for further details.

If known, name of company (e.g., general contractor) expected to complete Landlord's Improvements (if known):
Gilbane Building Company

7.4 Financing

Do you anticipate obtaining financing for the Landlord's Improvements? **Yes**
In many circumstances the Commonwealth seeks an SNDA. If you believe this unlikely for this transaction, please provide the reason.
No issue with an SNDA if it is the Commonwealth's preference.

8. Capital Improvements and Capital Reserve

Please provide a Capital Improvement Schedule and a plan for maintaining a Capital Reserve Account. You may use the space provided below or attach to this Lease Proposal Form in your preferred format.

Capital Reserve Plan Narrative:
Please refer to Appendix A5 Capital Improvements and Capital Reserve

Capital Improvement Schedule: **Please refer to Appendix A5 Capital Improvements and Capital Reserve for an expanded version of this table**

Item	Estimated Useful Life in Years (based on industry standards, actual planned product specifications or RFP requirements)	Estimated Replacement Lease Year	Additional information such as maintenance to be performed between replacements, how replacements will be handled, etc.

9. Estimated Project Schedule

Please provide an estimated project schedule. You may use the space provided below or attach in your preferred format. Please at a minimum include the below listed milestones.
Please refer to Appendix A4 Project Schedule narrative which includes the milestone table and Volume 2 Detailed Project Schedule (11x17). The schedule includes a preconstruction duration to be refined with DCAMM input, followed by a 31-month construction schedule. Based on a conditional selection on February 16, 2026, GJP assumed an August 7, 2026 lease execution/financial close date – this can be adjusted based on feedback from DCAMM.

MILESTONE	NUMBER OF MONTHS FOLLOWING LANDLORD'S RECEIPT OF EXECUTED LEASE
Schematic Space Plan Submittal to Tenant	
Working Drawing Submittal to Tenant	
Submit Permit Applications	
Receive Permit	
Start Construction	
Construction Substantial Completion	

Architect and MEP Issue Certificates of Completion	
Certificate of Occupancy Issued by Building Department	
Completion Date	

10. References

10.1 DCAMM reserves the right to contact other parties who may be familiar with the Building and/or the landlord.
Please refer to the Landlord's References tab in Appendix A1 Landlord's Team

10.2 Rental Agreements with the Commonwealth of Massachusetts

List all rental agreements between the record owner, prospective purchaser, prospective tenant, or tenant, and their affiliates and the Commonwealth of Massachusetts which were in effect within the last five years.

Agency	Address	Phone
N/A	**N/A**	**N/A**

11. Requested Documents

Please attach any documents you believe would be beneficial for the selection process. These could include a property brochure, pictures of the interior, description of existing furniture systems available as part of the proposal, etc. DCAMM and the User Agency prefer to evaluate proposals that include the following:

11.1 Verified floor plans to scale (1/8" = 1'0" or greater) in CAD for each floor included in the proposed Premises. These drawings should identify the following:
- a) The proposed Premises;
- b) All structural elements and limitations;
- c) All entrances and exits;
- d) All existing non-structural partitions, including demising walls;
- e) All existing windows, with head and sill heights;
- f) All existing restrooms, and mechanical, electrical, and telephone rooms;
- g) All existing heating, ventilation, and air-conditioning equipment;
- h) Calculation of usable area.

Please refer to Volume 2 Required Plans. Electronic PDF and CAD files of the floor plans requested above are also provided on the USB.

11.2 If the proposer is, or represents, a prospective Building purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property. **Please find attached to this Lease Proposal Form as follows:**

Parcel Shown on Plan (Book 275, Page 68)	Address (According to Springfield Assessor's)	Parcel ID	Owner	Status
A	0 W/S West Columbus Avenue	12168-0190	Park View South L.L.C.	Deed (Record Owner)
E&C	9.916 acres West and Avocado Street	00845-0073 12145-0035	The Republican Company	Purchase and Sale Agreement with the purchase scheduled to close on November 19, 2025.
D	55 Avocado Street	00845-0076	Alpha Builders, Inc.	Option to Purchase which expires October 30, 2027.

11.3 If the property is located in a flood plain, attach the current FEMA flood plain map and all other relevant documentation.

11.4 If the proposer is seeking financing, documentation that financing is not conditioned on material modifications to the Lease or identification of modifications sought. **Please see Appendix 09 Lease Rider for potential modifications for discussion.**

11.5 If applicable, evidence that the Building is listed on the National Register of Historic Places and/or is certified as a Historic Landmark.

11.6 If applicable, evidence that the Building is designated an Energy Star or LEED Certified building. **Please refer to Appendix A2 Commonwealth Policy Objectives**.

11.7 Bios detailing the experience of the Landlord and Landlord's Team; if available to include Property Management, Architect, Engineers, General Contractor, etc. **Please refer to Appendix A1 Landlord's Team.**

12. Fit Plan

Please provide a fit plan that includes the program as described in the Space Allocation and Finish Schedule. Please submit in both CAD and PDF format. Please confirm in the space below if a fit plan will be submitted with this proposal and how it will be submitted (such as via e-mail, drop box link, etc.).
Please refer to Appendix A3 Design, Section 3.2.5 Fit Plan and the Volume 2 Required Plans. Electronic PDF and CAD files of the floor plans are also provided on the USB.

13. Economic Impact

Please provide an economic impact statement. This should include details on how the proposed location impacts economic development in Downtown Springfield, including supporting existing retail and office occupancies, stimulating additional occupancy, and leveraging the court development to generate additional new economic development activity for Springfield. You may use the space provided below or attach as a separate document.
Please refer to Appendix A2 Commonwealth Policy Objectives, Section 2.4 Economic Impact Statement including the Economic and Fiscal Impact Study (October 2025) provided by RKG Associates Inc.

14. Access & Opportunity

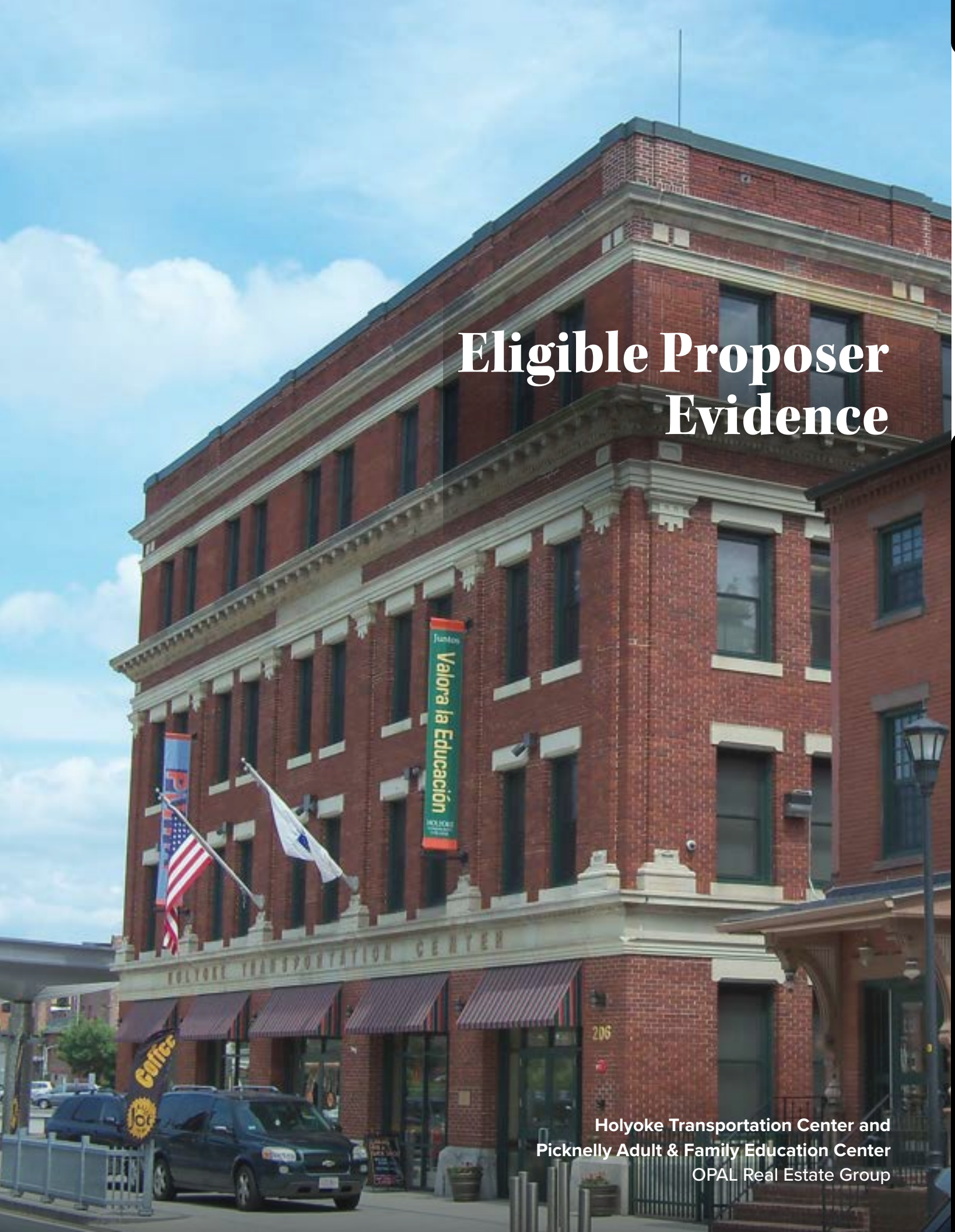
Please provide a written plan detailing how the Access & Opportunity objectives defined in RFP § 7.8 will be met. You may use the space provided below or attach as a separate document.
Please refer to Appendix A7 Access & Opportunity Plan

15. Proposer Comments

Please provide any commentary you wish DCAMM to consider related to your proposed space. These comments may include: ways that the Building is meeting or will meet the Commonwealth's goals of decarbonization and sustainability, present conditions that are not exactly aligned with the RFP requirements but would save the Commonwealth rent expense if the plan can adapt; alternative HVAC designs to achieve better emission standards or reduce expense; changes to present public transportation routes that would benefit the Commonwealth's employees/clients, and anything else you want us to know.
Please refer to Appendix A2 Commonwealth Policy Objectives and to Appendix A8 Cost and Financing for options and alternatives for DCAMM's consideration.

DCAMM encourages proposers to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. Please provide an explanation of your alternative proposal. **Please refer to the Appendix A8 Cost and Financing for options and alternatives for DCAMM's consideration.**

Eligible Proposer Evidence



Holyoke Transportation Center and Picknelly Adult & Family Education Center
OPAL Real Estate Group



ThirtyOne Elm
WinnCompanies

BK11375 PG587 #66241

10-19-2000 @ 09:55

CORRECTIVE DEED

Massachusetts Quitclaim Deed Corporation

PETER PAN TRANSIT MANAGEMENT, INC., Trustee of Clinton Street Realty Trust, of Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of ONE and no/100 ($100.00) DOLLAR, grants to PARK VIEW SOUTH L.L.C., a limited liability company established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 1776 Main Street, Springfield, Hampden County, Massachusetts,

with quitclaim covenants,

the land in said Springfield bounded and described as follows:

(Description and encumbrances, if any)

See Attached Exhibit "A"

Clinton Street, Springfield

IN WITNESS WHEREOF, the said PETER PAN TRANSIT MANAGEMENT, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by PETER A. PICKNELLY, its President and Treasurer hereto duly authorized, this 18th day of October 2000.

Signed and sealed in the presence of:

PETER PAN TRANSIT MANAGEMENT, INC.

By_____
PETER A. PICKNELLY, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. October 18, 2000

Then personally appeared the above-named PETER A. PICKNELLY and acknowledged the foregoing instrument to be the free act and deed of PETER PAN TRANSIT MANAGEMENT, INC., Trustee as aforesaid, before me,

_____
THOMAS D. MURPHY, JR., Notary Public
My Commission Expires: 10/18/02

Please Note:
Book 10527, Page 445

EXHIBIT "A"

PARCEL 1:

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning on land now or formerly of the Boston and Maine Railroad at a point one hundred ninety-five and 04/100 (195.04) feet South 42° 26' 27" West from the intersection of the Westerly line of Liberty Street, formerly Cyppress Street, and the Southerly line of East Columbus Avenue, formerly Columbus Avenue, thence running by other land now or formerly of the Boston and Maine Railroad on six courses, as follows:

SOUTH	50° 00' 03" East three and 75/100 (3.75) feet;
SOUTH	42° 26' 27" West one hundred fifteen and 20/100 (115.20) feet;
NORTH	53° 33' 33" West three hundred ninety-three and 09/100 (393.09) feet;
NORTH	39° 59' 37" East one hundred eighty-two and 36/100 (182.36) feet;
SOUTH	66° 03' 03" East ninety and 40/100 (90.40) feet; and
SOUTH	50° 00' 03" East two hundred ninety-six and 47/100 (296.47) feet to the point of beginning.

all of said measurements being more or less.

Said parcel contains about 60,810 square feet and is shown on a plan marked "Land in Springfield, Mass. Boston and Maine Railroad to Equipment Service Company, Inc. J.P. Cronin, Engr. of Design Dec. 1943" recorded in Hampden County Registry of Deeds, Plans 22, Page 37, to which reference is hereby made for a further description of the premises hereby conveyed.

Together with the right to use as a driveway in common with the Boston and Maine Railroad, its successors and assigns, and all others having rights therein, a strip of land fourteen (14) feet wide extending along the entire easterly side of said premises and thence to Liberty Street, formerly Cypress Street, upon the following conditions:

The grantee shall not use the grade crossing of said right of way and the main line tracks of the Railroad unless the clearance limitations of the Clinton Street underpass will not permit access to the demised premises by way of Clinton Street; in the event that such use of said grade crossing is necessary it shall be used only

during the hours of daylight and with the permission of the operator of the lobby just North of said crossing. The grantee hereby covenants and agrees for himself, his heirs, administrators and assigns, to indemnify and save harmless the Boston and Maine Railroad, its successors and assigns, and its respective agents and servants as their interests may appear, against any and all loss, cost, damage, or expense and against any and all claims or suits for property damage, personal injury or death arising out of or in any way referable to said grantee's use of said grade crossing and to reimburse said Boston and Maine Railroad, its successors and assigns, or said Railroad, its successors and assigns, for the cost of maintenance of said crossing due solely to the use of said crossing by the grantee or required by said grantee.

Together with a right of way fourteen (14) feet in width as set forth and defined in an agreement between Boston & Maine Railroad and F. J. Maloney, Inc. dated Jan. 28, 1964, and recorded in Book 3013, Pages 372 to 375 both inclusive, and also driveway rights and sidetrack rights as more fully set forth and defined in a deed from Technni-Products, Inc. to F. J. Maloney, Inc. dated May 1, 1963 and recorded in Book 2948, Page 72, if the same are now in existance.

The grantor also gives to the grantee any sidetrack rights he may have under deed to him dated August 30, 1972 and recorded as aforesaid in Book 3839, Page 347, if the same are now in existence.

Said premises are conveyed subject to the rights of the City of Springfield to maintain and use a sewer and drain under and across the Southerly corner of said premises.

Subject to the right of the Western Union Telegraph Company to maintain and use a line of poles and wires over, upon and across the Southerly side of the premises.

Subject to the right of the Boston and Maine Railroad, its successors and assigns, to maintain and use over, upon and across said premises said wires as now located supported by the aforesaid poles.

Subject also to the following restrictions for the benefit of other land of the Boston and Maine Railroad, to wit: that, within one hundred years from March 8, 1944, neither the said Railroad, its successors or assigns, shall be liable to the said grantee, his heirs, administrators or assigns, or to any lessee or said parcel of land, or any part thereof, for any damage to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by said Railroad or otherwise.

The grantee hereby covenants and agrees for himself, his heirs, administrators and assigns, that the grantor, its successors or assigns, or said Railroad, its successors and assigns, shall never be required to erect or build a fence upon any side or sides of the above-described property, but if a fence is at any time or for any

reason required by the grantee, his heirs, administrators or assigns, such fence shall be built, and so long as it is in existence shall be maintained by the grantee, his heirs, administrators and assigns.

Being the same property conveyed to the grantor herein by deed of Lester H. Bogoff dated March 23, 1983 and recorded in the Hampden County Registry of Deeds, Book 5411, Page 357.

PARCEL II:

PARCEL A-1

The parcels of land being sold pursuant to this Instrument of Deed are shown on a Plan entitled "Land in Springfield, MA., Boston and Maine Corporation to Fargo Enterprises, Inc., Scale: 1" = 40', Date: May 3, 1989," prepared by Glenn A. Ofearoik, Registered Professional Land Surveyor, which Plan was recorded in the Hampden County Registry of Deeds on June 30, 1989 in Book of Plans 266, Page 70, and the parcels of land which are being conveyed by this Instrument are more particularly bounded and described as follows:

Beginning at a point on the southwesterly corner of land now or formerly of Western Mass. Electric Company as described in an instrument recorded in the Hampden County Registry of Deeds in Book 5937, Page 383, and thence running

N. 51-33-57 W. a distance of two hundred six and ninety-three hundredths (206.93) feet to a point located on the easterly sideline of Clinton Street, and thence running

N. 20-02-59 E. along the easterly sideline of Clinton Street a distance of forty-four and fourteen hundredths (44.14) feet to a point in said sideline, and thence running

N. 47-22-03 E. along the easterly sideline of said Clinton Street twenty-nine and seventy-three hundredths (29.73) feet to a point located at the southwesterly corner of Parcel C as shown on said Plan, and thence running

S. 42-36-07 E. a distance of one hundred eighteen and sixty-five (118.65) feet to a point, and thence running

S. 45-10-23 W. a distance of one hundred twenty-nine and eighty-six hundredths (129.86) feet to a point, and thence running

S. 47-13-47 E. a distance of two hundred forty-two and thirty-five hundredths (242.35) feet to a point on northerly line of land now or formerly of the first mentioned Western Mass. Electric Company. The last three

courses being measured along the southerly line of Parcel C and being also along line twenty-five and no hundredths (25.00) feet southerly of and parallel to centerline of southern most railroad track as shown on said Plan, and thence running

N. 51-33-57 W. along the northerly line of said Western Mass. Electric Company a distance of two hundred seventy and eighty hundredths (270.80) feet to a point at northwesterly corner of said Western Mass. Electric Company, and thence running

S. 40-55-39 W. along the westerly line of land now or formerly of Western Mass. Electric Company a distance of twenty and no hundredths (20.00) feet to point of beginning.

The above-described Parcel of Land is shown as Parcel A-1 on the aforesaid Plan, and it contains approximately Fourteen Thousand Seven Hundred Thirty-Five (14,735) square feet of land.

PARCEL A-2

Beginning at a point at the Northeast corner of land nor or formerly of Peter Picknelly which is described in an Instrument of Deed recorded in said Registry in Book 5411, Page 357, and thence running

N. 49-04-00 W. along the northerly line of said land now or formerly of Picknelly a distance of two hundred ninety-nine and eighty-six hundredths (299.86) feet to a point, and thence running

N. 65-06-29 W. along the northerly line of said land now or formerly of said Picknelly a distance of ninety and thirty-one hundredths (90.31) feet to a point, and thence running

N. 40-55-40 E. a distance of sixteen and no hundredths (16.00) feet to a point, and thence running

N. 51-33-57 W. a distance of fifty-six and fifteen hundredths (56.15) feet to a point, and thence running

S. 55-55-07 E. a distance of seventy-five and nineteen hundredths (75.19) feet to a point, and thence running

S. 54-58-31 E. a total distance of eighty-six and thirty hundredths (86.30) feet to a point, and thence running

S. 56-19-04 E. a distance of one hundred fifteen and seventy-five (115.75) feet to a point, and thence running

S. 51-51-25 E. a distance of seventy-three and ninety-six hundredths (73.96) feet to a point, and thence running

S. 56-30-38 E. a distance of fifty and eighty hundredths (50.80) feet to a point, and thence running

S. 58-27-50 E. a distance of seventy-five and sixty-nine hundredths (75.69) feet to a point, and thence running

S. 64-13-44 E. a distance of one hundred twelve and eighty-five hundredths (112.85) feet to a point on the northerly line of land formerly of Boston and Albany Railroad said point being also opposite Sta. 105+33.43 of the Interstate Route 91 baseline. The last seven courses being measured along a line twenty-five and no hundredths (25.00) feet southerly of and parallel to the centerline of the southern most railroad track as shown on said Plan described below, and thence running

N 72-32-12 W. along the northerly line of land now or formerly of said Boston and Albany Railroad a distance of one hundred twenty-three and forty-eight hundredths (123.48) feet to a point, and thence running

S. 43-22-30 W. along the westerly line of land now or formerly of said Boston and Albany Railroad a distance of one hundred thirty-two and seventy-seven (132.77) feet to a point, and thence running

N. 62-38-54 W. a distance of twenty-seven and fifteen hundredths (27.15) feet to a point at southeasterly corner of land now or formerly of said Picknelly, and thence running

N. 43-22-30 E. along the easterly line of said land now or formerly of Picknelly a distance of one hundred fifteen and twenty hundredths (115.20) feet to the point of beginning.

The above-described Parcel of land is shown as Parcel A-2 on the aforesaid Plan, and it contains approximately Twelve Thousand Five Hundred Fifty-One (12,551) square feet of land.

PARCEL B

Beginning at a point at the intersection of the easterly sideline of Clinton Street with the southerly sideline of Interstate Route 91, said point being also opposite St. 116+53.32 of Route 91 layout in City of Springfield, Hampden County, Mass., and thence running

S. 40-10-06 E. a distance of five and seventy-eight hundredths (5.78) feet to a point of curvature, and thence running

Southeasterly along a curve to the left on a radius of three thousand twenty-three and no hundredths (3,023.00) feet an arc distance of one hundred thirty-six and thirty-eight hundredths (136.68) feet to a point of tangency, and thence running

S. 43-53-23 E. a distance of one hundred seventy-six and four hundredths (176.04) feet to a point of curvature, and thence running

Southeasterly along a curve to the left on a radius of five thousand six hundred thirty-six and twenty five hundredths (5,636.25) feet an arc distance of two hundred fifteen nd ninety-five (215.95) feet to a point of compound curvature, and thence running

Southeasterly along a curve to the left and radius of six thousand seventy-four and twenty-five hundredths (6,074.25) feet an arc distance of four hundred four and twenty-one hundredths (404.21) feet to a point. The previous five courses being measured along the southerly sideline of Route 91, and thence running

N. 52-59-46 W. a distance of one hundred fifteen and forty-four hundredths (115.44) feet to a point, and thence running

N. 50-18-50 W. a distance of one hundred fourteen and seventy-eight (114.78) feet to a point, and thence running

N. 50-19-14 W. a distance of one hundred eighty-one and seventy-six (181.76) feet to a point, and thence running

N. 48-49-30 W. a distance of one hundred fifty-seven and eighty-three hundredths (157.83) feet to a point, and thence running

N. 47-03-02 W. a distance of one hundred ninety-three and thirty-three hundredths (193.33) feet to a point, and thence running

N. 43-28-47 W. a distance of one hundred seventy-nine and twenty hundredths (179.20) feet to a point on the easterly sideline of Clinton Street. The previous six courses being measured along a line twenty-five (25) feet northerly of and parallel to the northern most set of railroad tracks as shown on said Plan, and thence running

N. 47-22-03 E. along the easterly sideline of Clinton Street a distance of forty-four and ninety-one hundredths (44.91) feet to the point of beginning.

The above-described Parcel of land is shown as Parcel B on the aforesaid Plan, and it contains approximately Twenty-Three Thousand Five Hundred Eighty-Four (23,584) square feet of land.

Subject to all of the reservations, conditions, covenants and agreements set forth in a certain instrument of RELEASE DEED from Boston and Maine Corporation to the Grantor herein, which Instrument of deed is dated June 29, 1989 and which was recorded in said Registry on June 30, 1989 in Book 7208, Page 220.

Being the same property conveyed to the grantor herein by deed of Fargo Enterprises, Inc. dated December 29, 1989 and recorded in the Hampden County Registry of Deeds, Book 7356, Page 224.

PARCEL III:

Parcel "A", together with the Easement over other land of the Seller is shown on a Plan entitled "LAND IN SPRINGFIELD, MA. BOSTON AND MAINE CORPORATION TO PETER PICKNELLY, SCALE: 1" = 100' DATE: DECEMBER 19, 1990", prepared by Russell D. Sackett, Jr., Registered Professional Land Surveyor (hereinafter the "Plan"), which Plan was recorded in the Hampden County Registry of Deeds on January 18, 1991 in Book of Plans 275, Page 58.

Parcel "A" is also described as Parcel "A" on the Plan, and it contains approximately 8.7 acres, which Parcel is more particularly bounded and described as follows:

Beginning at an iron pin set in the westerly line of Clinton Street at the northeasterly corner of the land being conveyed hereby, and thence running

S. 47-22-03 W. along the westerly line of Clinton Street a distance of Forty-Four and Nineteen Hundredths (44.19) feet to another iron pin set in the westerly line of said Clinton Street, and thence running

S. 20-02-59 W. along the westerly line of said Clinton Street a distance of One Hundred Thirty-Eight and Fifty-Two Hundredths (138.52) feet to another iron pin set in the westerly line of said Clinton Street at the southeasterly corner of the land being conveyed hereby, and thence running

N. 40-09-45 W. along the easterly boundary line of (1) land now or formerly of Republican Publishing Co. and (2) Parcel "E" and shown on said Plan a distance of Two Thousand One Hundred Sixty-Four and Thirty-Five Hundredths (2,164.35) feet to an iron pin located

at the northwesterly corner of said Parcel "E", and thence running

N. 22-04-15 W. along the easterly boundary lines of Parcels "C", "D", and "F" as shown on said Plan, a distance of Four Hundred Ninety-Two and Eighty-Nine Hundredths (492.89) feet to an iron pin located at a point in the easterly line of said Parcel "F", and thence running

N. 85-30-53 W. along the easterly boundary line of said Parcel "F" a distance of Twenty-Eight and One Hundredths (28.01) feet to another iron pin located at a point in the easterly boundary line of said Parcel "F", and thence running

N. 04-29-07 E. along the easterly boundary line of said Parcel "F" a distance of Forty-Three and Twenty-One Hundredths (43.21) feet to another iron pin set in the northeasterly boundary line of said Parcel "F" and the southerly line of West Street, and thence running

S. 85-29-53 E. along the southerly line of said West Street a distance of Twenty-Six and Twenty-Six Hundredths (26.26) feet to another iron pin set in the southerly line of said West Street at the northwesterly corner of the property being conveyed hereby, and thence running

S. 37-09-53 E. along the westerly boundary line of Parcel "B" as shown on said Plan on a curved line having a radius of 5,025.00 feet a distance of Five Hundred Ninety-One and Sixty-Four Hundredths (591.64) feet to an iron pin set in the westerly line of said Parcel "B", and thence running

S. 40-32-15 E. along the westerly line of said Parcel "B" a distance of Two Thousand Three and Sixty-Seven Hundredths (2,003.67) feet to the point of beginning.

EASEMENT

The grantor hereby grants and conveys to the grantee, his heirs and assigns, - to be used and exercised in common with the grantor, its successors and assigns, - an Easement in, to, upon and over Parcel "C" as shown on said Plan. This Easement is being granted for the purpose of allowing and permitting the grantee, is heirs and assigns, to have and obtain ingress and egress from Avocado Street to said Parcel "A"' and, it is understood that this grant is not to be construed as an Easement given to the exclusion of the grantor, its successors, or assigns, or to others previously, or hereafter, granted a similar right. To have and to

hold the said right of way Easement forever.

Parcel "C" is more particularly bounded and described as follows:

Beginning at a point located on the easterly side of Avacodo Street as shown on said Plan, which point is the juncture of the southeasterly corner of Parcel "D" as shown on said Plan, and the southwesterly corner of said Parcel "C", and thence running

N. 49-50-15 E. along the southerly line of said Parcel "D" a distance of Three Hundred Twenty-Six and Two Hundredths (326.02) feet to a point, located at the juncture of the southeasterly corner of said Parcel "D" and the northwesterly corner of said Parcel "C", on the southerly line of said Parcel A, and thence running

S. 22-04-15 E. along the southerly boundary line of said Parcel "A" a distance of Sixty-Three and Twelve Hundredths (63.12) feet to an iron pin set in the westerly line of said Parcel "A", and thence running

S. 49-50-15 W. along the westerly boundary line of (1) said Parcel "B" (a distance of Sixty and No hundredths (60.00) feet and (2) other land now or formerly of Harry Sanofsky, Trustee, a distance of Three Hundred Six and No Hundredths (306.00) feet to a point in the easterly line of said Avocado Street, and thence running

N. 40-33-45 W. along the easterly line of Avacodo Street a distance of Sixty and No Hundredths (60.00) feet to the Point of Beginning.

PARCEL "B"

Parcel "B" which is also being sold pursuant to the Seller's instrument of Release Deed is shown on a Plan entitled "LAND IN SPRINGFIELD, MA. BOSTON AND MAINE CORPORATION TO FARGO ENTERPRISES, INC., SCALE: 1" = 40' DATE: MAY 3, 1989, prepared by Hill-Engineers, Architects, Planners, Inc., Glenn A. Ofcarcik, Registered Professional Land Surveyor (hereinafter the "Plan"), which Plan was recorded in the Hampden County Registry of Deeds on June 30, 1989 in Book of Plans 266, Page 70.

Parcel "B" is described as "Parcel C" on the Plan, and it contains approximately 6,289 square feet, which Parcel "B" is more particularly bounded and described as follows:

Beginning at a point in the easterly sideline of Clinton Street which is located at the northwesterly corner of Parcel "A 1" as shown on said Plan, and thence running

N. 47-22-03 E. along the easterly line of Clinton Street a distance of Nine and Ninety-Two hundredths (9.92) feet to a point at the southwesterly corner of other land, now or formerly owned by the Seller, and thence running

S. 42-42-25 E. along the southerly boundary line of the above described land, now or formerly of the Seller, a distance of One Hundred Nineteen and Thirteen Hundredths (119.13) feet to a point on said boundary line, and thence running

S. 44-25-33 E. along the aforesaid boundary line a distance of One Hundred Twenty-Nine and Ninety-Two Hundredths (129.92) feet to another point on said boundary line, and thence running

S. 48-08-06 E. along the aforesaid boundary line a distance of One Hundred Eighty-two and Forty-Seven Hundredths (182.47) feet to another point on said boundary line, and thence running

S. 49-22-18 E. along the aforesaid boundary line a distance of Two Hundred Twenty-Six and Ninety-Four Hundredths (226.94) feet to a point in the northerly boundary line of Parcel "A 2" as shown on said Plan, and thence running

N. 54-58-51 W. along the northerly boundary line of said Parcel "A 2" a distance of Twenty-One and Twenty Hundredths (21.20) feet to another point in the northerly boundary line of said Parcel "A 2", and thence running

N. 55-55-07 W. along the northerly boundary line of said parcel "A 2" distance of Seventy-Five and Nineteen Hundredths (75.19) feet to a point on the northerly line of land now of formerly owned by Western Mass Electric Co., and thence running

N. 51-33-57 W. along the last described northerly boundary line a distance of Seventy-Three and Five Hundredths (73.05) feet to another point in said boundary line, and thence running

N. 47-13-47 W. along the northerly boundary line or said Parcel "A 1" a distance of Two Hundred Forty-Two and Thirty-Five Hundredths (242.35) feet to a point in said boundary line, and thence running

N. 45-10-23 W. along the last described boundary line a distance of One Hundred Twenty-Nine and Eighty-Six Hundredths (129.86) feet to another point on said boundary line, and thence running

N. 42-36-07 W. along the last described boundary line a distance of One Hundred Eighteen and Sixty-Five Hundredths (118.65) feet to the point of beginning.

Being the same properties conveyed to the grantor herein by deed of Peter L. Picknelly dated August 17, 1995 and recorded as aforesaid in Book 9245, Page 522.

HAMPDEN COUNTY REGISTRY OF DEEDS

PURCHASE AND SALE AGREEMENT

West Street & Avocado Street, Springfield, Massachusetts

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of January 25, 2023 (the "**Effective Date**"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("**Seller**"), and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("**Buyer**"). Except as otherwise indicated, the capitalized terms used herein have the meanings ascribed to such terms in this Agreement.

RECITALS

A. Seller is the owner of the Property consisting of two parcels of land located at West Street and Avocado Street in Springfield, Massachusetts containing approximately 9.916 acres.

B. The parties hereto desire that Seller shall convey its interest in and to the Property to Buyer in connection with the Closing, all upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Certain Defined Terms. The following terms shall have the respective meanings set forth below:

1.1. "**Claims**" means, collectively, all direct or indirect costs, expenses, damages, losses, obligations, fines, lawsuits, claims, penalties or liabilities, (including, without limitation, reasonable legal, accounting, consulting, engineering, investigating, remediating and other expenses.

1.2. "**Closing**" means the consummation of the transactions contemplated hereby, including, without limitation, each of those transactions described in Recital B hereof.

1.3. "**Closing Date**" means the date which is thirty (30) days following the Due Diligence Deadline, subject to extension in accordance with the terms and conditions of Section 9.2 hereof.

1.4. "**Contracts**" means, collectively, the contracts and agreements (and any amendments or related documents), if any, described in Exhibit D attached hereto.

1.5. "**Deposit**" shall mean the Initial Deposit, together the Closing Extension Deposit, if any, and all interest accrued thereon.

1.6. "**Environmental Law**" means all applicable common law, federal, state, or local law, including, but not limited to, any rules, regulations, orders or ordinances adopted or promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; Massachusetts General Laws chapter 21E and the regulations promulgated thereunder at 310 CMR 40.0000 known as the Massachusetts Contingency Plan, or other applicable federal, state, or local law, including any rules, regulations, orders, or ordinances adopted pursuant to the preceding laws or other similar laws, regulations, rules, orders, or ordinances that are in effect as of the date of Closing relating to the protection of human health and the environment.

1.7. "**Hazardous Materials**" means any materials, including any chemicals or wastes, which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "pollutants", "toxic substances" or "toxic pollutants" under any Environmental Law as of the date of Closing and also including asbestos, petroleum or any petroleum derivative, any polychlorinated biphenyl (PCBs) and any per or polyfluoroalkyl substances (PFAS).

1.8. "**Permitted Exceptions**" means (i) those matters that are or have become Permitted Exceptions pursuant to Section 8.2 hereof; (ii) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date subject to adjustment as herein provided; (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; (iv) matters that have arisen as a result of acts done or suffered by or through Buyer or its employees, agents or authorized representatives; (v) such state of facts as may be shown on a current survey; (vi) the standard preprinted form exceptions set forth in an ALTA Owner's Title Policy; and (vii) those matters which Seller is not obligated to remove as provided below.

1.9. "**Property**" means, collectively, (a) the land described in Exhibit A, which is located in the City of Springfield, County of Hampden, Commonwealth of Massachusetts (the "**Land**"), (b) to the extent of Seller's interest therein as of the Closing Date, all easements, interests in roadways, strips and other rights appurtenant to any of the Land, including all minerals, oil and gas and other hydrocarbon substances thereon or therein, water, water courses, water stock, water rights (whether riparian, appropriative or otherwise), air rights, sewer rights, shrubs, crops, trees, timber and other emblements on, under or above the same or any part or parcel thereof (the "**Appurtenances**"), (c) all improvements, structures and fixtures located upon any of the Land (the "**Improvements**"; and collectively with the Land and the Appurtenances, the "**Real Property**"), and (d) to the extent of Seller's interest therein as of the Closing Date and to the extent assignable governmental, utility and other permits, entitlements and other development rights and privileges, causes of action and other rights in respect of third parties (including design and construction professionals and past and present neighbors and tenants), rights of declarant under restrictive covenants, building allocations, pre-paid fees, fee credits, plans, designs, reports, studies, deposits, rights of reimbursement and similar receivables (including those related to municipal utility districts and other governmental entities), licenses and approvals, warranties and guarantees in connection with any work or services performed or to be performed with respect to any of the Real Property (collectively, the "**Intangible Property**").

1.10. "**Property Information**" means all documentation pertaining to the maintenance and operation of the Property delivered by Seller to Buyer in connection with this Agreement including, without limitation, any existing surveys, title reports and policies, and building and site reports of the Property.

1.11. "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

1.12. "**Seller Indemnitees**" means, collectively, Seller, its affiliates (including all of their respective officers, board members, directors, agents and employees and their predecessors, successors and assigns, whether by acquisition, merger, change of name, operation of law or otherwise).

1.13. "**Title Company**" means First American Title Insurance Company.

2. Purchase and Sale. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

3. Deposit. Not later than one (1) business day after the Effective Date, Buyer shall deposit Fifty Thousand and No/100 Dollars ($50,000.00) (the "**Deposit**") with Title Company in immediately available funds, by federal wire transfer. The Deposit shall be held by Title Company in an interest-bearing account reasonably acceptable to Buyer and Seller in accordance with the terms and conditions of this Agreement. All interest on such sum shall be deemed income of the Buyer. The Deposit shall be distributed in accordance with the terms of this Agreement. The failure of Buyer to timely deliver the Deposit hereunder shall be a default hereunder, and shall entitle Seller, at Seller's sole option, to terminate this Agreement immediately, and, upon such termination, none of the parties shall have any obligations with respect to this Agreement except for those obligations that expressly survive the termination of this Agreement.

4. Terms Governing Title Company. The Title Company shall be subject to the following terms and conditions and no others:

   4.1. The duties and obligations of Title Company shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against Title Company. Further, Title Company shall be under no obligation to refer to any other documents between Buyer and Seller related in any way to this Agreement.

   4.2. Title Company shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Title Company in good faith, or for any mistake of fact or law, or for anything which the Title Company may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Title Company or any act of the Title Company in willful disregard of this Agreement or involving gross negligence on the part of the Title Company.

   4.3. If any dispute shall arise between Buyer and Seller, Title Company shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved by Buyer and Seller as evidenced by a joint written direction to Title Company and, if any dispute is sufficient in the discretion of Title Company to justify it doing so, Title Company shall promptly and without delay tender into the custody of the clerk of the Hampden County Superior Court, any or all money, property or documents in its hands relating to this Agreement, together with such pleadings as it shall deem appropriate, and thereupon be discharged from all further duties under this Agreement. Seller and Buyer shall equally bear all costs and expenses incurred by Title Company in any such legal proceedings.

   4.4. Except for the actual and intentional misconduct of the Title Company referenced in paragraph 4.2 above, Buyer and Seller each agree to jointly and severally indemnify Title Company against any and all losses, liabilities, costs (including reasonable attorney's fees) and other expenses in any way incurred by Title Company in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by Title Company in any way on account of its role as escrow agent.

5. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00). The Purchase Price, less the amount of the Deposit that is applied to the Purchase Price, as adjusted by the prorations and credits specified herein, shall be paid by wire transfer of immediately available federal funds (through the escrow described in

Section 10) as and when provided in Section 10.1. The amount to be paid under this Section 5 is referred to herein as the "**Closing Payment**".

6. Due Diligence Inspection. During the period beginning on the Effective Date and ending at 5:00 p.m. Eastern Standard Time the date which is one hundred and eighty (180) days following the Effective Date (the "**Due Diligence Deadline**"), Buyer shall have the right to make a physical inspection of the Property, including an inspection of the environmental condition thereof pursuant to the terms and conditions of this Agreement, and to examine the Property Information provided by Seller to Buyer, which information shall be provided by Seller to Buyer promptly following the Effective Date. Buyer acknowledges and agrees that any Property Information to be delivered to Buyer shall be provided without representation or warranty of any kind, express or implied, as to the completeness or accuracy of the facts, presumptions, conclusions or other matters contained therein and that Buyer shall rely solely on its own investigations, reports and materials prepared by Buyer or any consultants engaged by Buyer and not on any Property Information provided to Buyer by Seller. Buyer understands and agrees that any on-site inspections of the Property shall occur at reasonable times agreed upon by Seller and Buyer after not less than 48 hours' prior written notice to Seller which notice shall include the dates of such entries, the work to be performed, and the names of the parties entering the Property. Such inspections shall be conducted so as not to interfere unreasonably with the use of the Property by Seller. Seller reserves the right to have a representative present during any such inspections. If Buyer desires to do any invasive testing at the Property, Buyer shall do so only after notifying Seller and obtaining the Seller's prior written consent thereto, which consent shall not be unreasonable withheld or delayed, provided Buyer provides Seller with sufficient reasonable warranties or indemnifications as Seller may deem necessary in its sole reasonable discretion to protect Seller's interest in the Property. Buyer shall promptly restore the Property to its condition prior to any such inspections or tests, at Buyer's sole cost and expense. Buyer shall keep the Property free and clear of all mechanics', materialmen's and other liens resulting from its or its agents', consultants' or independent contractors' activities with respect to the Property and shall, upon demand, cause any such lien or notice thereof to be canceled and released. Buyer agrees to protect, indemnify, defend and hold Seller, and Seller's partners, members, and their respective agents, independent contractors and employees harmless from and against any and all claims for liabilities, liens, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from the inspection of the Property by Buyer or its consultants, agents, independent contractors or vendors, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Seller, and Seller's partners, members, and their respective agents, consultants, independent contractors, vendors and employees shall survive Closing or any termination of this Agreement. Buyer shall not have the right to contact (i) any governmental authority with respect to the Property, to the extent such contact could reasonably result in potential liability to Seller, or (ii) any party to any document affecting title to the Property, without in each case first obtaining the prior consent of Seller thereto. In addition, if Seller's prior consent is required for any such contact, Seller, at Seller's election, shall be entitled to have a representative on any telephone call or other such contact made by Buyer and to be present at any meeting between Buyer and any of said parties. Buyer shall keep in force during the term hereof, and shall cause all agents, consultants, independent contractors and vendors retained by Buyer in connection with any investigation of the Property to have during the performance of their work, at no expense to Seller, commercial liability insurance, including public liability and property damage insurance, in the amount of at least $2,000,000, combined single limit for personal injuries or death of persons or property damage occurring in or about the Property, as well as workers' compensation insurance with limits in accordance with applicable laws. All such insurance shall: (a) name Seller as an additional insureds; (b) specifically cover the liability assumed by Buyer under this Agreement; (c) be issued by an insurance company reasonably acceptable to Seller; (d) be primary and noncontributory with any insurance which may be carried by Seller; and (e) provide that said insurance shall not be canceled or modified without thirty (30) days prior written notice to Seller. Buyer shall deliver and shall cause its consultants, agents,

independent contractors and vendors to deliver said policy or policies or certificates thereof to Seller prior to commencing any entry upon the Property, and renewals thereof at least thirty (30) days before the expiration date thereof. The provisions of this Section 6 shall survive the Closing or any termination of this Agreement.

7. Right of Termination. If for any reason whatsoever Buyer determines that the Property, or any aspects thereof, are unsuitable for Buyer's acquisition, Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller on or prior to the Due Diligence Deadline. If Buyer gives such notice of termination on or prior to the Due Diligence Deadline, then this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder (except for those obligations that expressly survive the termination of this Agreement), the Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder. If Buyer fails to give Seller a notice of termination on or prior to the Due Diligence Deadline, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 7 and to have elected to proceed with the purchase of the Property pursuant to the terms hereof.

8. Title Matters.

8.1. Title Commitment. Promptly following the Effective Date, Seller shall deliver to Buyer a title insurance commitment issued by the Title Company relating to the Real Property (the "**Title Commitment**") together with copies of each of the exceptions set forth therein. Within ninety (90) days of the Effective Date, Buyer shall place an order for an ALTA Survey of the Real Property (the "**Survey**"). Promptly following receipt of the Survey, which shall occur no later than the Due Diligence Deadline, Buyer shall provide a copy of the same to Seller.

8.2. Title Examination. Buyer shall have until the date which is five (5) business days prior to the Due Diligence Deadline (the "**Title Exam Deadline**") to notify the Seller in writing (the "**Title Notice**") which exceptions to title including those matters disclosed in the Title Commitment and/or the Survey (the "**Title Matters**"), if any, will not be accepted by Buyer. Any Title Matters to which Buyer does not object by the Title Exam Deadline shall be deemed Permitted Exceptions. If Buyer gives Seller a Title Notice on or prior to the Title Exam Deadline, Seller shall have the right, but not the obligation, to attempt to Cure (as hereinafter defined) any such Title Matters identified in such Title Notice. Within three (3) business days following receipt of the Title Notice, Seller shall give written notice to Buyer stating either (a) that Seller will Cure such objectionable Title Matters on or before the Closing Date; provided that Seller may extend the Closing Date for up to thirty (30) days to effect such Cure; or (b) that Seller elects not to Cure such objectionable Title Matters. If Seller fails to give written notice of its election within said three (3) business day period, Seller shall be deemed to have elected not to attempt to Cure the Title Matters objected to in such Title Notice. If Seller gives Buyer notice under clause (b) above or fails to give Buyer such a notice, then Buyer shall have until the Due Diligence Deadline to elect to either (x) terminate this Agreement or (y) proceed with the purchase of the Property in which case such objectionable Title Matters will be deemed to constitute Permitted Exceptions. If Buyer fails to timely notify Seller of its election, Buyer shall be deemed to have elected to proceed pursuant to clause (y) above. If this Agreement is terminated pursuant to the foregoing provisions of this Section 8.2, then none of the parties shall have any further rights or obligations hereunder (except for those obligations of a party that expressly survive the termination of this Agreement), the Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder.

8.3. Monetary Liens. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to fully satisfy, release and discharge of record (or, to the extent Seller is lawfully contesting such, bond off) by the Closing Date any "**Monetary Liens**" (which, as used herein,

means (i) all mortgage(s) and other instruments securing any financing obtained by Seller and encumbering the Property, (ii) any tax lien resulting from the acts or omissions of Seller, except for lien of real estate taxes and assessments not due and payable, and (iii) any other monetary liens which encumber the Property that do not exceed in the aggregate Twenty Thousand and No/100 Dollars ($20,000.00).

8.4. Cure. The removal or satisfaction of any Title Matter or Monetary Lien or, if acceptable to Buyer in its reasonable discretion, the procurement by Seller of a commitment for the issuance of the Title Policy or an endorsement thereto insuring Buyer against any such Title Matters or Material Exceptions which were properly objected to by Buyer in a Title Notice pursuant to this Agreement shall be deemed a "Cure" by Seller of such Title Matter or Monetary Lien, as applicable.

9. Transfer of Property.

9.1. Closing. On the Closing Date, Seller shall transfer the Property to Buyer, by executing (i) a deed conveying title to the Property subject only to Permitted Exceptions (the "**Deed**") in the form of Exhibit B with respect to the Real Property in favor of Buyer, and causing the same to be recorded in the Hampden County Registry of Deeds, and (ii) a bill of sale, assignment and assumption agreement (the "**Bill of Sale**") in the form of Exhibit C with respect to the Intangible Property in favor of Buyer.

9.2. Extension of Closing Date. Buyer shall have the one-time right to extend the initial Closing Date for a period of up to one hundred eighty (180) days, provided that Buyer (i) notifies Seller in writing prior to the Due Diligence Deadline of the exercise of its right to extend the Closing Date, and (ii) concurrently with the delivery of such notice, makes an additional deposit of Fifty Thousand and 00/100 Dollars ($50,000.00) in immediately available funds with Title Company (the "**Closing Extension Deposit**"), which Closing Extension Deposit, if made, shall be deemed to be a part of the Deposit and held by the Title Company pursuant to the terms of this Agreement.

10. Closing Procedure. The consummation of the transaction contemplated hereby shall be held on or before 2:00 p.m. Eastern Standard Time on the Closing Date through an escrow administered by Title Company.

10.1. Closing Deliveries. The parties shall deliver to the Title Company the following in connection with the Closing:

10.1.1. Seller Deliveries. Prior to the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following:

10.1.1.1. The Deed, duly executed and acknowledged by Seller;

10.1.1.2. The Bill of Sale, duly executed by Seller, as assignor;

10.1.1.3. A duly executed original certificate of "non-foreign" status in the form of Exhibit E, and any required state certificate that is sufficient to exempt Seller and Buyer from any state withholding requirement with respect to Buyer's acquisition of the Property;

10.1.1.4. Evidence reasonably satisfactory to Buyer and the Title Company respecting the due organization of Seller and the due authorization and execution by or

on behalf of Seller of this Agreement and the documents required to be delivered hereunder in connection with the Closing; and

10.1.1.5. Such additional documents as are contemplated hereby or as may be reasonably required by the Buyer or the Title Company in order to consummate the Closing.

10.1.2. Buyer Deliveries. Prior to the Closing, Buyer shall deliver or cause to be delivered to the Title Company the following:

10.1.2.1. The Closing Payment, by wire transfer of immediately available federal funds, on or before 1:00 p.m. Eastern Standard Time on the Closing Date);

10.1.2.2. The Bill of Sale, duly executed by Buyer, as assignee;

10.1.2.3. Evidence reasonably satisfactory to Seller and the Title Company respecting the due organization of Buyer and the due authorization and execution by or on behalf of Buyer of this Agreement and the documents required to be delivered hereunder in connection with the Closing; and

10.1.2.4. Such additional documents as are contemplated hereby or as may be reasonably required by Seller or the Title Company in order to consummate the Closing.

10.1.3. Mutual Deliveries. Prior to the Closing, Buyer and Seller shall cause the following to be delivered to the Title Company:

10.1.3.1. A closing statement, duly executed by Buyer and Seller (such final executed closing statement being herein referred to as the "**Closing Statement**"), reflecting (without duplication) the Closing Payment and such other matters as may be agreed upon by Seller and Buyer.

10.2. Closing Costs. At the Closing, Buyer shall pay or cause to be paid the following: all title search and exam fees; all title insurance premiums for the Owner's Policy (including all endorsements thereto); the cost to record the Deed and any mortgage obtained by Buyer in connection with the Closing. At the Closing, Seller shall pay or cause to be paid all state, county and city transfer taxes payable, if any, in connection with the Closing. Any other closing costs shall be allocated between Seller and Buyer in accordance with local custom.

10.3. Prorations and Adjustments.

10.3.1. Items to be Prorated. The parties acknowledge that the Closing Statement shall reflect the following, to the extent agreed upon by Seller and Buyer: (a) the proration of all real estate and personal property taxes and assessments, all revenues or other proceeds, and all operating expenses (including insurance premiums) relating to the Property, as of 12:01 a.m. on the Closing Date, with Seller being entitled to such revenues, and responsible for such expenses, for the period prior to the Closing Date, and Buyer being entitled to such revenues, and responsible for such expenses, for the period on or after the Closing Date (on the basis of the actual number of days elapsed over the applicable period, the actual number of days elapsed over the applicable period before the Closing Date and the actual number of days elapsed over the

applicable period on or after the Closing Date, except as may otherwise be indicated on the Closing Statement); and (b) a credit to Seller for all deposits held by utility companies and other third parties in respect of the Property, to the extent assigned to Buyer on the Closing Date.

10.3.2. Adjustments. In the event any prorations or apportionments reflected on the Closing Statement shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same. In addition, any proration which is noted as an estimate on the Closing Statement (e.g., because of the unavailability of information as of the Closing) shall be reprorated when the necessary information is available. The obligations of Seller and Buyer under this Section 10.3.2 (i.e., to pay to the other any monies owed in connection with an adjustment or a reproration) shall survive the Closing.

11. Representations, Warranties and Covenants.

11.1. General Disclaimer. Except as specifically set forth in Section 11.2 below, and in the Deed, the Bill of Sale and any other documents delivered in connection with the Closing, the transfer of interests in the Property hereunder in connection with the Closing is and will be made on an "as is" basis, without representations and warranties of any kind or nature, express, implied or otherwise, including any representation or warranty concerning title to the Property, habitability of the Property, merchantability of the Property, the Property's fitness for a particular purpose, the physical condition of the Property (including the condition of the soil or any improvements), the environmental condition of the Property (including the presence or absence of Hazardous Materials on or respecting the Property), the compliance of the Property with applicable laws and regulations (including zoning and building codes or the status of development or use rights respecting the Property), the financial condition of the Property or any other representation or warranty respecting any income, expenses, charges, liens or encumbrances, rights or claims on, affecting or pertaining to the Property or any part thereof. Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, where is, with all faults" and that except as specifically set forth in Section 11.2 below, and in the Deed, the Bill of Sale and any other documents delivered in connection with the Closing, Buyer has not relied on and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, any manager of the Property, or any party representing or purporting to represent Seller, including, without limitation, the Transaction Information (hereinafter defined), to whomever made or given, directly or indirectly, orally or in writing. Seller also acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "as is". Buyer acknowledges and agrees that it has had the opportunity to examine, review and inspect all matters which in Buyer's judgment bear upon the Property and its value and suitability for Buyer's purposes, and has either done so or elected not to do so. Except as to matters specifically set forth in Section 11.2 below, and in the Deed, the Bill of Sale and any other documents delivered in connection with the Closing, Buyer will proceed with the Closing solely on the basis of its own physical and financial examinations, reviews and inspections, and that, upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and, except as to matters specifically set forth in Section 11.2 below, and in the Deed, the Bill of Sale and any other documents delivered in connection with the Closing, Buyer, upon closing, does hereby waive, relinquish and release Seller and Seller's affiliates from and against any and all claims, demands, causes of action (including, but not limited to, causes of action in tort), losses, damages, liabilities, costs and

expenses including, but not limited to, reasonable attorneys' fees) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's affiliates) at any time by reason of or arising out of any physical condition, environmental condition (including the presence or absence of Hazardous Materials on or respecting the Property), the compliance with applicable laws and regulations (including zoning and building codes or the status of development or use rights respecting the Property), and all other acts, omissions, events, circumstances or matters regarding the Property. Except as specifically set forth in Section 11.2 below, Seller makes no representation or warranty as to the truth, accuracy or completeness of the Property Information or any other materials, data or information delivered by Seller or its agents or any other party to Buyer in connection with the transaction contemplated hereby (collectively, the "**Transaction Information**"). Buyer acknowledges and agrees that all Transaction Information is provided to Buyer as a convenience only and that any reliance on or use of such Transaction Information by Buyer shall be at the sole risk of Buyer. Except as to matters specifically set forth in Section 11.2 below, neither Seller, nor any of its affiliates, nor any person or entity which prepared any of the Transaction Information delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such Transaction Information. The provisions of this Section 11.1 shall survive Closing or any termination of this Agreement.

11.2. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

11.2.1. Due Authority; Consents. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller. Seller is a corporation duly formed, validly existing and in good standing under the laws of the state of its formation, and is duly authorized and qualified to consummate the transactions contemplated by this Agreement. Seller has the capacity and authority to enter into this Agreement, and the capacity and authority to consummate the transactions herein provided without the consent or joinder of any other party and have obtained all consents and permissions related to the transactions herein contemplated and required under any Contract or other applicable covenant, agreement, encumbrance, law or regulation.

11.2.2. No Conflicts. The execution, delivery and performance by Seller of this Agreement and the other documents contemplated hereunder to which it is a party, and the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with or result in a breach of or constitute a default under any provision of the governing or organizational documents of Seller, (ii) conflict with, result in the breach of, or constitute a default or accelerate any right under, any lease, note, bond, mortgage, license, indenture or loan or credit agreement or other binding agreement to which Seller may be bound or the Property may be subject, (iii) violate any law, regulation or order or decree of any court, arbitrator or other governmental authority against or binding upon Seller or to which the Property is subject, or (iv) result in, or require the creation or imposition of, any encumbrance upon or with respect to the assets of Seller.

11.2.3. Litigation. There is no pending (and neither Seller has not received any written notice of any threatened) action, litigation, arbitration, mediation, reference, condemnation or other proceeding (each, a "**Proceeding**") involving any portion of the Property or against Seller related to the Property, and Seller has no

knowledge of any Proceeding involving any portion of the Property that has previously been settled or otherwise concluded. Seller has no knowledge of any contemplated condemnation or existing or contemplated special assessment affecting any portion of the Property.

11.2.4. Compliance. Seller has not received any written notice to the effect that, or otherwise has knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with applicable laws and ordinances (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property.

11.2.5. Leases. There are no leases, licenses or other agreements for use or occupancy of any portion of the Property which will be in force after the Closing and under which Seller is the landlord or the tenant (whether by entering into the same or acquiring the Property subject thereto). As of the Closing, there shall be no commissions or tenant improvement cost obligations for Buyer is responsible.

11.2.6. Contracts. Seller has not entered into, assumed or agreed to assume, or is otherwise subject or obligated to become subject to, any sale, option, easement, development, management, service, consulting, equipment leasing or other contracts or agreements binding upon the Property which will be in force after the Closing, except for the Contracts (if any), and any other contracts or agreements recorded as of the date of this Agreement in the official records of the county in which the Property is located.

11.3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

11.3.1. Due Authority; Consents. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are duly authorized, executed and delivered by and binding upon Buyer. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the state of its formation, and is duly authorized and qualified to consummate the transactions contemplated by this Agreement. Buyer has the capacity and authority to enter into this Agreement, and has the capacity and authority to consummate the transactions herein provided without the consent or joinder of any other party and have obtained all consents and permissions related to the transactions herein contemplated and required under any applicable covenant, agreement, encumbrance, law or regulation.

11.3.2. No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the other documents contemplated hereunder to which it is a party, and the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with or result in a breach of or constitute a default under any provision of the governing or organizational documents of Buyer, (ii) conflict with, result in the breach of, or constitute a default or accelerate any right under, any lease, note, bond, mortgage, license, indenture or loan or credit agreement or other binding agreement to which Buyer may be bound, (iii) violate any law, regulation or order or decree of any court, arbitrator or other governmental authority against or binding upon Buyer, or (iv) result in, or require the creation or imposition of, any encumbrance upon or with respect to the assets of Buyer.

11.3.3. Litigation. There is no pending (and Buyer has not received any written notice of any threatened) Proceeding against Buyer.

11.3.4. Insolvency. Neither Buyer nor any of its members has commenced a bankruptcy or insolvency proceeding and no bankruptcy or insolvency proceeding has been commenced against Buyer or any of its members

11.4. Survival. The foregoing representations and warranties and all other obligations, provisions and liabilities under this Agreement or any certificate delivered in connection herewith (including any cause of action by reason of a breach thereof) shall survive until the date that is one (1) year after the Closing Date (the period beginning on the date hereof and ending on such date being herein called the "**Survival Period**"), at which time such representations and warranties, covenants, obligations, provisions and liabilities shall terminate.

11.5. Knowledge.

11.5.1. Definition. When a statement is made under this Agreement to the "knowledge" of a party (or other similar phrase), it means that none of the Designated Representatives of such party has any current actual knowledge (without further investigation) of any facts indicating that such statement is not true. Each Designated Representative shall be deemed to have actual knowledge of any matter received by such Designated Representative in writing. None of the Designated Representatives shall have any personal liability in such capacity under this Agreement.

11.5.2. Designated Representatives. The "**Designated Representatives**" are limited to the following individuals:

for Seller: Dan Gancarz, Production Director; and

for Buyer: Peter A. Picknelly.

11.5.3. Knowledge as a Defense. Neither Buyer nor Seller, or their respective affiliates (collectively, "**Obligated Party**"), shall have any liability to the other or its affiliates (collectively, "**Beneficiary**"), and Beneficiary shall make no claim against Obligated Party for a breach of any representation or warranty, covenant or other obligation of Obligated Party under this Agreement or any certificate executed by Obligated Party in connection with this Agreement (a) if the failure or breach in question constitutes or results from a condition, state of facts or other matter that was known to Beneficiary as of the execution and delivery of this Agreement, or (b) if the failure or breach in question constitutes or results from a condition, state of facts or other matter that was known to Beneficiary as of Closing and Beneficiary proceeds with the Closing.

12. Default.

12.1. Default by Buyer. If the sale contemplated hereby is not consummated because of a default by Buyer, Seller shall be entitled, as their sole and exclusive remedy, to terminate this Agreement and receive the Deposit as liquidated damages, it being agreed between the parties hereto that the actual damages to Seller in the event of such default are impractical to ascertain and the

amount of the Deposit is a reasonable estimate thereof. Notwithstanding the terms hereof, in no event shall the provisions of this Section 12 limit the damages recoverable by Seller due to Buyer's breach of its representations, warranties, indemnities and covenants set forth in Sections 6, 15.11 and 15.14.

12.2. Default by Seller. If the sale contemplated hereby is not consummated because of a default by Seller, Buyer shall be entitled, as its sole remedy, either (a) to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, (b) proceed to Closing without reduction of the Purchase Price or (c) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Buyer it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property are located, on or before sixty (60) days following the date upon which Closing was to have occurred. If Buyer timely elects to seek specific performance of this Agreement, then as a condition precedent to any suit for specific performance, Buyer shall, on or before the Closing Date, time being of the essence, fully perform all of its obligations hereunder which are capable of being performed (other than the payment of the Purchase Price, which shall be paid as and when required by the court in the suit for specific performance). The foregoing limitation of remedies and liability was separately bargained for and constitutes material consideration for Seller entering into this Agreement.

The terms of this Section 11 shall survive the Closing and any termination of this Agreement.

13. Risk of Loss.

13.1. Minor Damage. In the event of loss to the Property or any portion thereof which is not "Major" (as hereinafter defined), this Agreement shall remain in full force and effect provided that Seller shall assign to Buyer all of Seller's right, title and interest in and to any claims and proceeds that Seller may have with respect to any insurance policies or condemnation awards relating to the premises in question. If Seller assigns a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's insurance policy. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer. For purposes of Section 13, "Major" loss refers to any loss due to a condemnation which permanently or materially impairs the current use of a Property.

13.2. Major Damage. In the event of a "Major" loss to the Property, Buyer may elect to either (i) terminate this Agreement by written notice to Seller, or (ii) waive such termination right and proceed with Closing of the Property. Buyer shall, within ten (10) business days after Seller sends Buyer written notice of the occurrence of such Major loss, make an election pursuant to clause (i) or (ii) above. If Buyer fails to make an election pursuant to clause (i) or (ii) above within the thirty (30) business day period after written notice to Buyer, then Buyer shall be deemed to have elected option (ii). If Buyer elects option (i), then this Agreement shall terminate upon Buyer giving such notice to Seller, in which event no party shall have any further rights or obligations hereunder (except for the return of the Deposit to the Buyer, and those obligations of a party that expressly survive the termination of this Agreement pursuant to the other provisions of this Agreement). In the event that Buyer elects or is deemed to elect option (ii), then Seller shall assign to Buyer all of Seller's right, title and interest in and to any claims and proceeds Seller may have with respect to any insurance policies or condemnation awards

relating to the premises in question. If Seller assigns a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's insurance policy. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

14. Limitation of Liability.

14.1. Notwithstanding anything to the contrary contained herein, the direct and indirect owners, managers and general partners, and their respective trustees, officers, directors, employees, agents and security holders are not assuming any, and shall have no, personal liability for any obligations of the parties hereto under this Agreement.

14.2. Notwithstanding anything to the contrary contained herein, if the Closing of the transactions hereunder shall have occurred, Seller shall have no liability to Buyer (and Buyer shall make no claim against Seller) for a breach of any representation, warranty, covenant, obligation, provision or liability under or pursuant to this Agreement, including without limitation, any instrument delivered to Buyer under or pursuant to this Agreement (a) unless the valid claims for all such breaches collectively aggregate more than Twenty Thousand and No/100 Dollars ($20,000.00), in which event the full amount of such valid claims shall be actionable up to, but not in excess of one percent (1%) of the Purchase Price (the "Cap"), and (b) unless written notice containing a description of the specific nature of such breach and the amount claimed to be due from Seller (a "Post-Closing Claim") shall have been given by Buyer to Seller prior to the expiration of the Survival Period and an action shall have been commenced by Buyer against Seller with respect to such Post-Closing Claim within sixty (60) days after the expiration of the Survival Period. In no event shall Seller be liable for any consequential, exemplary, special or punitive damages or lost profits in connection with this Agreement. In connection with any action alleging a breach of any warranty of title in the Deed, Buyer agrees that it shall in good faith pursue the Title Company under its title policy with respect to any claim relating to the warranty of title under the Deed prior to bringing an action against Seller. The provisions of this Section 14.2 shall survive Closing or any termination of this Agreement.

15. Miscellaneous.

15.1. Brokers. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by the representing party in connection with the transactions contemplated by this Agreement, except for Jones Lang LaSalle ("**Broker**"), whose fees will be paid by Seller pursuant to a separate agreement between Seller and Broker. Each party hereto agrees that if any person or entity makes a claim for brokerage commissions or other fees related to the sale of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith. The provisions of this Section 15.1 shall survive Closing or any termination of this Agreement.

15.2. Exhibits; Entire Agreement; Modification. All recitals at the beginning of this Agreement and all exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by all parties hereto.

15.3. Time of the Essence. Time is of the essence of this Agreement. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday, federal holiday or holiday in the Commonwealth of Massachusetts.

15.4. Interpretation. Section headings shall not be used in construing this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement.

15.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflicts of laws).

15.6. Successors and Assigns. Except for assignments or transfers to related entities in which Peter A. Picknelly holds at least fifty percent (50%) interest, Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Seller may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Buyer. No consent to any transfer or assignment of any rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

15.7. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (a) personally, (b) by United States registered or certified mail, postage prepaid, (c) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice), or (d) by facsimile or a PDF or similar attachment to an email, provided that such telecopy or email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (a), (b) or (c) above. Any such notice to a party shall be addressed at the address set forth below (subject to the right of a party to designate a different address for itself by notice similarly given). Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by printed confirmation if by facsimile or email attachment (provided that if any notice or other communication to be delivered by facsimile or email attachment as provided above cannot be transmitted because of a problem affecting the receiving party's facsimile machine or computer, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed

effective on the first business day after the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

To Buyer:	Park View South L.L.C. Union Station - Suite 300 1 Peter Pan Way Springfield, MA 01103
With Copy To:	Siddall & Siddall, P.C. 1350 Main Street, Suite 210 Springfield, Massachusetts 01103 Attention: Michael R. Siddall, Esq. Email: msiddall@siddalllaw.com
To Seller:	The Republican Company One World Trade Center New York, NY 10007 Attention: Tim Durocher, Esq. Email: tdurocher@advance.com
With Copy To:	Mintz Levin Cohn Ferris Glovsky & Popeo, PC One Financial Center Boston, Massachusetts 02211 Attention: Ashley B. Mahoney, Esq. Email: abmahoney@mintz.com
To Title Company:	First American Title Insurance Company 800 Boylston Street, Suite 2820 Boston, Massachusetts 02119 Attention: Anthony J. Bucchere Email: abucchere@firstam.com

15.8. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the parties hereto, their respective affiliates and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

15.9. Legal and Other Costs. Except as expressly provided herein, the parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement and other documents pertaining to the transactions contemplated hereby. In addition, if any party obtains a judgment against any other party in connection with a dispute with regard to this Agreement (whether in an action or through arbitration), such party shall be entitled to recover from each non-prevailing party its court (or arbitration) costs, costs of collection and reasonable attorneys' fees and disbursements incurred in connection therewith and in any appeal or enforcement proceeding thereafter, including any bankruptcy proceeding (and any action for relief from the automatic stay of any bankruptcy proceeding), in addition to all other recoverable costs.

15.10. No Recordation. In no event shall this Agreement or any document or other memorandum related to the subject matter of this Agreement be recorded without the consent of Seller, except to the extent necessary to obtain a lis pendens in connection with an action for specific performance permitted under this Agreement.

15.11. Counterparts; Delivery. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereby acknowledge and agree that electronic signatures, including execution using Adobe Sign, DocuSign, or other signature generating software or signatures transmitted by electronic mail in so-called "pdf" format, shall be legal and binding without the need to deliver an original of this Agreement. The parties: (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that the other party will rely on such signatures, (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of electronic signatures, and (iv) the parties further consent and agree that (1) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" or an equivalent, such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

15.12. Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

15.13. Press Releases; Confidentiality. Any press release or other public disclosure regarding this Agreement or the transaction contemplated hereby shall not be made without the prior written consent of Seller and Buyer. Each party hereto shall keep the terms of this Agreement confidential except for (a) disclosure to such party's legal counsel, accountants, financial advisors, lenders, investors and any prospective lenders and investors (provided that the party making the disclosure instructs the recipient to keep the information confidential, it being understood that any breach by any such recipient shall be deemed to constitute a breach by the party disclosing such information), and (b) disclosures which a party determines to be necessary in order to fulfill the disclosure obligations of such party or its affiliates imposed by law, legal process or the rules of any national securities exchange or automated quotation system, so long as, in the case of obligations imposed by legal process, such party provides (to the extent practicable) the other party with a reasonable opportunity to obtain a restraining order or take other protective action. The provisions of this Section 15.14 shall survive Closing or any termination of this Agreement.

15.14. Further Assurances. Each of Seller and Buyer shall, from time to time after the Closing, execute, acknowledge where appropriate and deliver, such further instruments and documents, and take such other action, as the other party may reasonably request in order to carry out the intent and purpose of this Agreement or of any of the documents executed in connection herewith, at the expense of the party making such request.

15.15. Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, or shall be terminated in accordance herewith, the remaining

portion of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

15.16. Cumulative Remedies. Except as otherwise expressly herein provided, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

15.17. OFAC. Each of Buyer, on the one hand, and Seller, on the other hand, hereby represents and warrants to the other that:

15.17.1. Neither it nor, to its knowledge, its affiliates, is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Executive Order**") (collectively, the "**Anti-Money Laundering and Anti-Terrorism Laws**").

15.17.2. Neither it nor, to its knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

15.17.3. Neither it nor, to its knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists set forth in the preceding paragraph, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws.

15.17.4. Neither it, nor any person controlling or controlled by it, is a country, territory, individual or entity named on a "Government List" (as hereinafter defined); and, to its knowledge, the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any applicable anti money laundering or anti bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

15.17.5. "**Government List**" means any of (i) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (ii) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and (iii) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties).

15.18. Indemnification by Buyer. Buyer shall fully protect, defend (at its expense and by counsel satisfactory to Seller), indemnify and save and hold harmless the Seller Indemnitees from and against any and all Claims of every type and nature whatsoever, including, without limitation, injury to or death of any person or persons, or damage to or loss of any property, whether or not any Claim is ultimately defeated, to the extent directly resulting from: (a) Buyer's, employees' or agents' material breach of any warranty, representation or covenant contained herein or in any Exhibit hereto; or (b) any environmental condition on or off the Property, whether or not yet discovered, including, without limitation, any presence, release, or threatened release of any Hazardous Materials at or from the Property. This indemnity shall include in each instance, but shall not be limited to, all reasonable costs and expenses of investigating and defending any Claim or any order, directive or proceeding arising under or from any federal, state, municipal or other government department, commission, board, bureau, agency or instrumentality wherever located, at any time arising and any final judgments, compromises, settlements, fines, penalties and court costs, whether foreseen or unforeseen, including all such reasonable expenses and court costs incurred in the enforcement of rights hereunder.

15.19. Release of Claims. Buyer does forever release and discharge and covenant not to sue the Seller Indemnitees for any matters or Claims arising from or in connection with any condition on or off the Property, whether or not yet discovered, including, without limitation, any presence, release or threatened release of any Hazardous Materials at or from the Property or any damages or injuries to the Environment resulting from, present at, caused by or arising from matters at the Property existing on, prior to or after the Closing Date.

15.20. Waiver of Suretyship and Guarantor Defenses. Seller and Buyer each hereby unconditionally waives any guarantor or suretyship defenses that might otherwise apply with respect to this Agreement (in the absence of this waiver).

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company

By:_____
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY, a Massachusetts corporation

By:_____
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company

By:_____
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY, a Massachusetts corporation

By:_____
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

EXHIBIT LIST

A	-	Legal Description of Land
B	-	Form of Deed
C	-	Form of Bill of Sale
D	-	Contracts
E	-	Form of Certificate of Non-Foreign Status

Exhibit A

Legal Description of Land

Real property in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, described as follows:

Tract I:

A Certain piece or parcel of land situated it Springfield, in the county of Hampden and Commonwealth of Massachusetts, bounded and described as follows: beginning at the Northeast corner of land now or formerly of City of Springfield at a point on the Southerly side line of West Street, thence running Easterly on said Southerly side line of West Street on a curve to the right having a radius of five hundred fifty-nine and forty-three hundredths (559.43) feet, one hundred sixty-four and forty-eight hundredths (164.48) feet to a point in the center of a stone bound; thence turning and running South 86° 09' 14" East one hundred eighty and thirty-nine hundredths (180.39) feet to a point at remaining land of the Boston and Maine Railroad; thence turning and running by said land of said Railroad on four (4) courses as follows: South 3° 49' 46" West forty-three and twenty-one hundredths (43.21) feet, South 86° 10' 14" East twenty-eight and one hundredth (28.01) feet, South 22° 41' 14" East four hundred ninety-two and ninety-eight hundredths (492.98) feet, and South 40° 47' 14" East two thousand one hundred sixty-four and fifty-six hundredths (2164.56) feet to a point in the Westerly side line of Clinton Street; thence turning and running South 18° 55' 16" West on said Westerly side line of Clinton Street one hundred twenty-eight and fifty-four hundredths (128.54) feet to a point at land of City of Springfield; thence turning and running North 71° 04' 44" West by and along lend of said City of Springfield one hundred fifteen (115) feet to a point; thence turning and running South 18° 55' 16" West still by said land of said City of Springfield one hundred twenty-one and nine hundredths (121.09) feet to a point at the Harbor and Land Commissioner's Line Established by Chapter 301 of the Acts of 1893; thence turning and running North 62° 39' 44" West on said Harbor and Land Commissioner's Line one thousand two hundred ninety-two and thirty-three hundredths (1292.33) feet to a point; thence turning and running Westerly still on said Harbor and Land Commissioner's Line on a curve to the right having a radius of five thousand two hundred sixty-five (5265) feet; nine hundred forty-five and twenty-one hundredths (945.21) feet to a point at land now or formerly of City of Springfield; thence turning end running by said land now or formerly of said City of Springfield on four (4) courses as follows; North 6° 55' 37" East four hundred seventy-seven and sixty hundredths (477.60) feet, South 81° 01' 16" East eighty and two hundredths (80.02) feet, North 7° 44' 40" East five hundred fifty-four and forty hundredths (554.40) feet, and North 12° 26' 44" West two hundred thirty-one and seventy-nine hundredths (231.79) feet to the point of beginning, be all of said measurements more or less, said parcel containing about forty-three and six tenths (43.6) acres and being shown on a plan marked "Land in Springfield, Mass. Boston and Maine Railroad - To – The Republican Publishing Company J. P. Cronin. Engr. of Design May 1952", recorded in Plan Book 39, page 111, to which reference is hereby made for a further description of said parcel.

Tract II:

Rights for driveway purposes a strip of land located easterly of land abutting said parcel above described, the Westerly line of said strip being coincident with the sixth described course of said parcel, said strip being more particularly bounded and described as follows: beginning on the Westerly side line of Clinton Street at the point where the sixth and seventh described courses of said first above described parcel of land meet, thence running North 18° 55' 16" East on and along said Westerly side line of Clinton Street fifty-seven and ninety hundredths (57.90) feet to a point; thence turning and running North 40° 47' 14" West about one thousand one hundred fifty and twenty hundredths (1150.20) feet to a point, thence turning and

running North 43° 41' 38" West nine hundred eighty-six and eighty-three hundredths (986.83) feet to a point whereat the fifth and sixth described courses of said first described parcel meet; thence turning and running South 40° 47' 14" East two thousand one hundred sixty-four and fifty-six hundredths (2164.56) feet to the point of beginning, be all of said measurements more or less, said strip being marked "Driveway" on said plan; and also the right in common with the Railroad, its successors and assigns, and others, to connect with and discharge into such portion of the said Railroad's existing sewer and storm drains as are situated in said strip, such sewerage and surface water respectively as there may be a reasonable necessity to have flowed from said parcel, and to connect with and take a supply of water from that portion of the Railroad's existing water lines situated in said strip as there may be reasonable need to use on said parcel.

Tract III:

Beginning at a point in the northeasterly line of Avocado Street at the northwesterly corner of Parcel No. 1 (one) as shown on a plan recorded in Hampden County Registry of Deeds, Book of Plans 111, Pages 40 and 41, and running thence North 49°10'30" East along said Parcel No. 1 (one) and land of The Republican Company three hundred six (306) feet to land of the Boston & Maine Railroad Co.; thence running North 22°44' 00" West along last named land sixty-three and 12/100 (63.12) feet; thence running South 49°10'30" West along land of Springfield Area Development Corporation three hundred twenty-six and 02/100 (326.02) feet to the northeasterly line of Avocado Street; thence running Southeasterly by the northeasterly line of Avocado Street, sixty and 03/100 (60.03) feet to the point of beginning.

Excepting therefrom the land as set forth in the following Deeds:

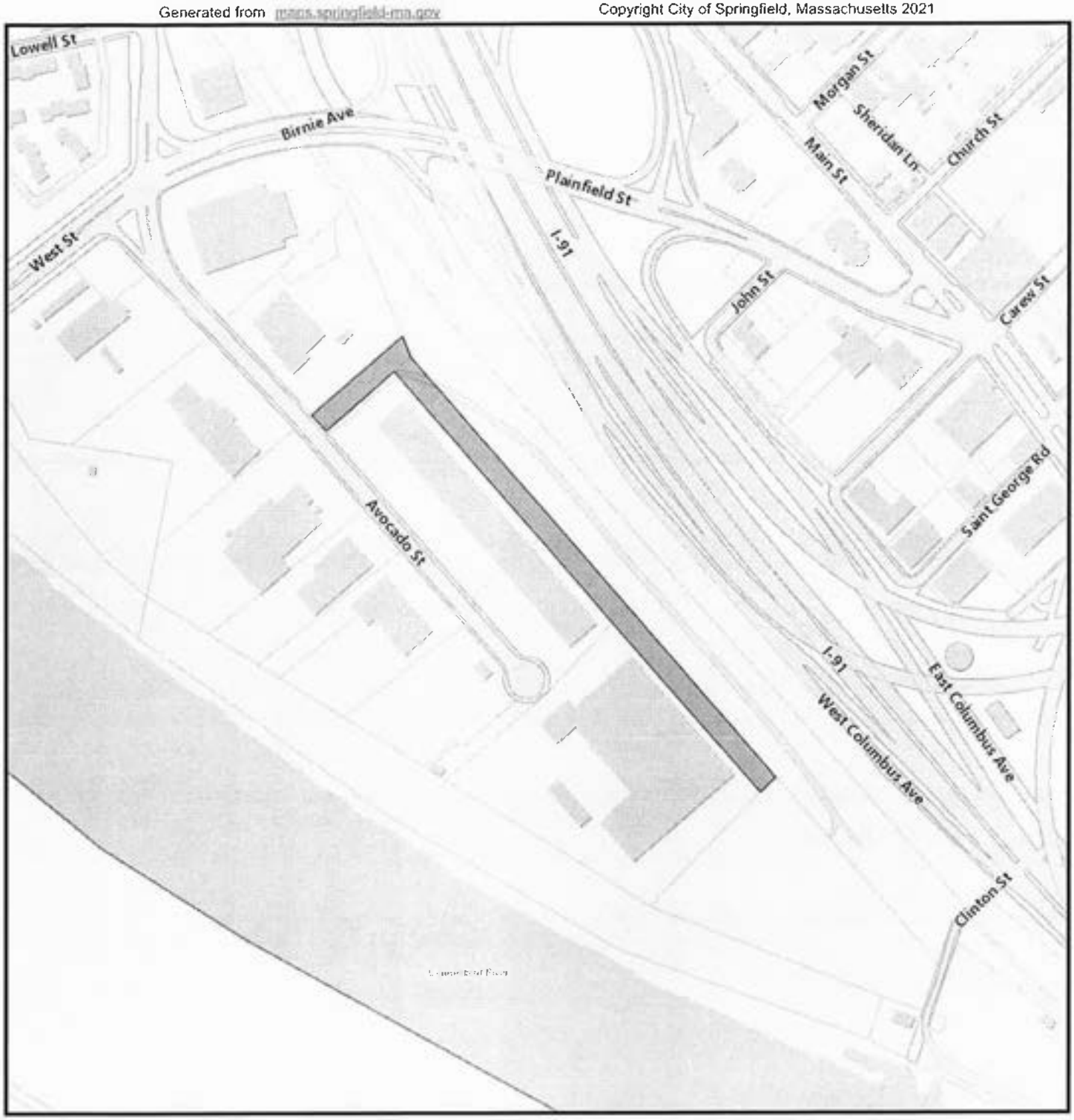
a. Deed from The Republican Publishing Company to Springfield Area Development Corporation dated June 6, 1966 and recorded on June 15, 1966 in Book 3192, Page 131.

b. Deed from The Republican Publishing Company to Springfield Area Development Corporation dated and recorded on September 1, 1967 in Book 3284, Page 476.

c. Deed dated April 12, 1968 and recorded in Book 3337, Page 485.

Tax ID Numbers: 121450035 and 008450073

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ES Avocado Street

10/17/2022 2:48:34 PM

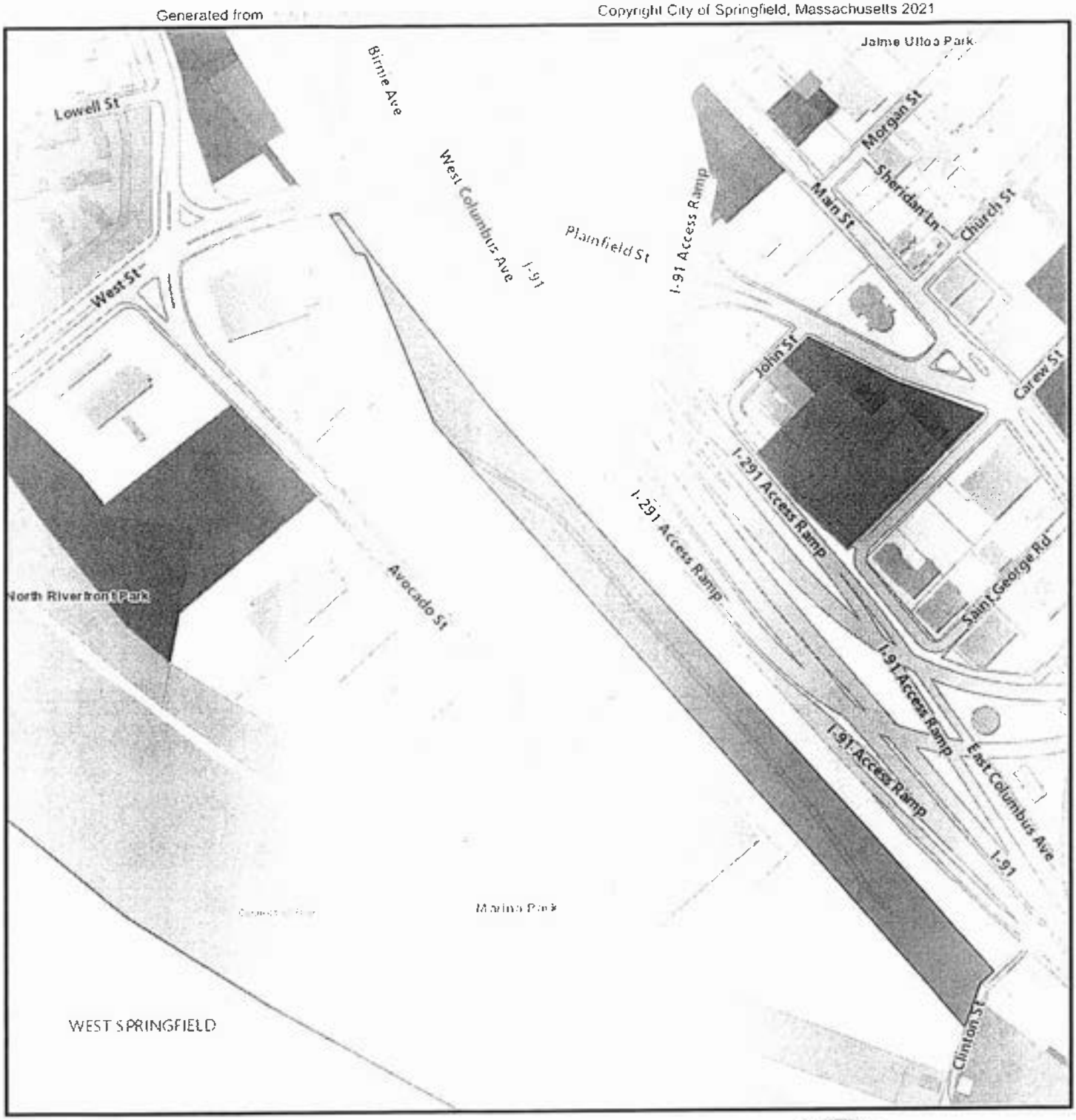
Scale: 1"=376'

Scale is approximate

GIS information is provided on these Web Pages as a public resource for general information purposes only. It is used to locate, identify and inventory parcels of land in the City of Springfield for general purposes only and is NOT to be construed or used as a "legal description." Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against the City of Springfield that may arise from the use of this data. Information provided on these Web Pages should be verified with the appropriate City department, and reviewed and approved by an attorney or other qualified professional prior to its use for any purpose with potential legal consequences.

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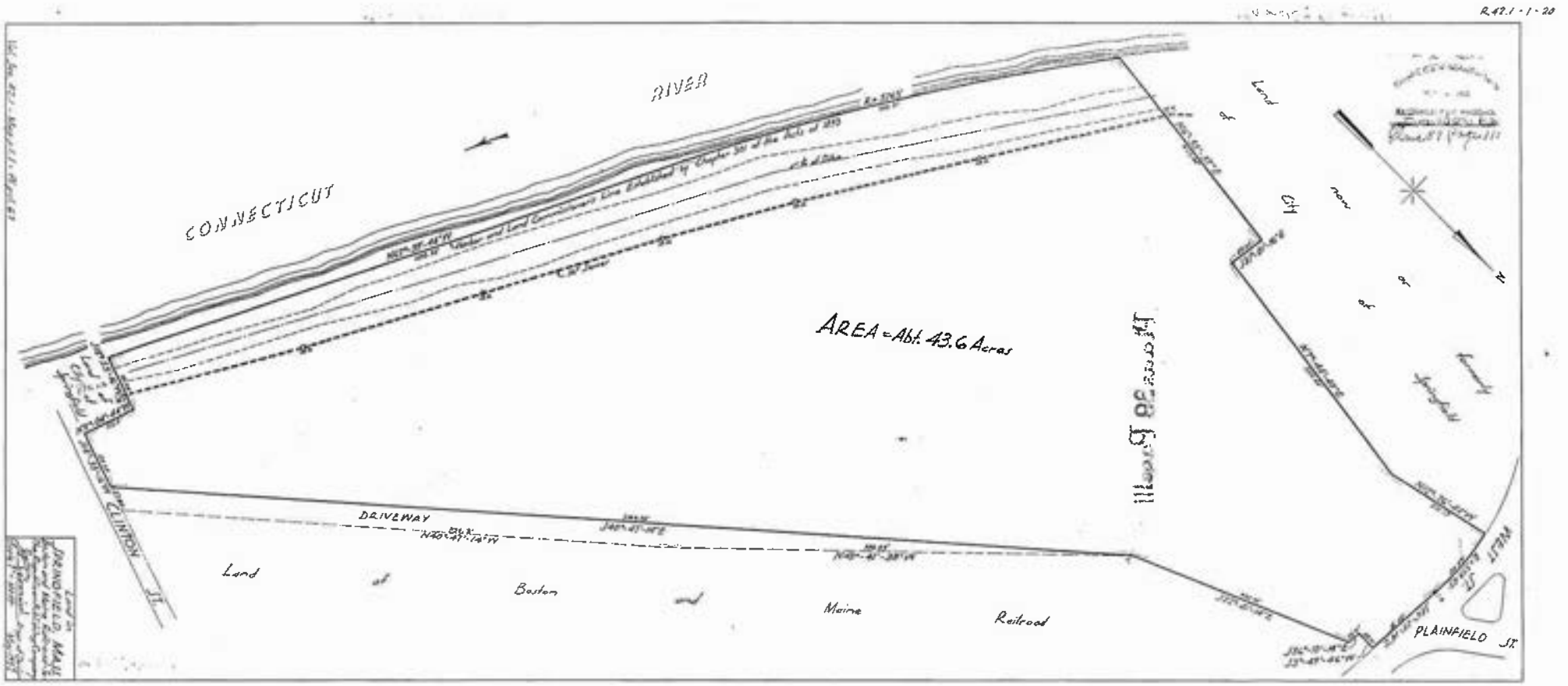


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Scale: 1"=376'

Scale is approximate

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R.42.1 - 1 - 20
CONNECTICUT
RIVER
AREA = Abt. 43.6 Acres
DRIVEWAY
Land of Boston and Maine Railroad
CLINTON ST.
PLAINFIELD ST.
WEST
Land of City
now or
R.42.1 - 1 - 20

COMMERCIAL PROPERTY RECORD CARD

CITY OF SPRINGFIELD

Situs: AVOCADO ST | Map ID: 008450073 | Class: Vacant Land - Accessory To Commercial Pa | Card: 1 of 1

Assessed Owner

REPUBLICAN COMPANY THE
1860 MAIN ST
SPRINGFIELD MA 01103

General Information

Living Units:
Neighborhood: 207
Alternate:
Zoning: I2
Class: CV

Photo

No photo available

Diagram

No diagram available

Land Information

Type		Size	Influence Factors	Influence %	Value
PRIMARY	SF	148,540			295,930

Total Acres: 3.4100

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	295,900	295,900	295,900	295,900	0
Building	0	0	0	-295,900	0
Total	295,900	295,900	295,900	0	

Value Flag: COST APPROACH

Manual Override Reason:

Entrance Information

Date	ID	Entry Code	Source

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee

Building Information		Building Other Features						
Year Built/Eff Year:	/	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
Building #:								
Structure Type:								
Identical Units:								
Total Units:								
Grade:								
# Covered Parking:								
# Uncovered Parking:								
DBA:								

Interior / Exterior Information

Line	Level From	-To	Int Fin	Area	Perim

Interior/Exterior Valuation Detail

Line	Area Use Type	% Good	% Complete	Value/RCNLD

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income

Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1

Total Gross Bldg Area	0
Replace Cost New Less Depr	0
% Complete	
# Identical Units	
Econ Conditions Factor	
Final Building Value	0
Value per SF	

Income Summary (Includes all Buildings on Parcel)

Total Net Income	0
Capitalization Rate	0.0000
Sub Total	
Residual Land Value	
Final Income Value	
Total Net Rent Area	0
Total Gross Building Area	0

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

COMMERCIAL PROPERTY RECORD CARD

CITY OF SPRINGFIELD

Situs: WEST ST | Map ID: 121450035 | Class: Vacant Land - Accessory To Commercial Pa | Card: 1 of 1

Assessed Owner

REPUBLICAN COMPANY THE
1860 MAIN ST
SPRINGFIELD MA 01103

General Information

Living Units:
Neighborhood: 207
Alternate:
Zoning: CR
Class: CV

Photo

No photo available

Diagram

No diagram available

Land Information

Type		Size	Influence Factors	Influence %	Value
SECONDARY	ACREAGE	6.5060			276,560

Total Acres: 6.5060

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	276,600	276,600	276,600	276,600	0
Building	2,900	2,900	2,900	-276,600	0
Total	279,500	279,500	279,500	0	

Value Flag: COST APPROACH

Manual Override Reason:

Entrance Information

Date	ID	Entry Code	Source

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee

Building Information

Year Built/Eff Year:	
Building #:	
Structure Type:	
Identical Units:	
Total Units:	
Grade:	
# Covered Parking:	
# Uncovered Parking:	
DBA:	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units

Interior / Exterior Information

Line	Level From	-To	Int Fin	Area	Perim

Interior/Exterior Valuation Detail

Line	Area Use Type	% Good	% Complete	Value/RCNLD

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	FENCE	1960	1	400	1	400		NORMAL (Comm)

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income

Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income

Building Cost Detail - Building 1 of 1

Total Gross Bldg Area	0
Replace Cost New Less Depr	0
% Complete	
# Identical Units	
Econ Conditions Factor	
Final Building Value	0
Value per SF	

Income Summary (Includes all Buildings on Parcel)

Total Net Income	0
Capitalization Rate	0.0000
Sub Total	
Residual Land Value	
Final Income Value	
Total Net Rent Area	0
Total Gross Building Area	0

FY 2022 data: property descriptions as of June 30, 2021, and values as of Jan 1, 2021

Exhibit B

Form of Deed

WHEN RECORDED, RETURN TO:

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.
ONE FINANCIAL CENTER
BOSTON, MA 02111
ATTN: ASHLEY MAHONEY, ESQ.

QUITCLAIM DEED

THE REPUBLICAN COMPANY, a Massachusetts corporation, having an address at _____ ("Grantor") for consideration paid of One Million Five Hundred Thousand and 00/100 dollars ($1,500,000.00) grants to PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company, having an address at _____ with **QUITCLAIM COVENANTS** the land, together with the buildings and improvements thereon, commonly known as and numbered _____, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property").

[Grantor hereby certifies that it is not classified as a corporation for federal income tax purposes for the current taxable year.]

The Property is conveyed with the benefit of and subject to all leases, easements, restrictions and other agreements currently of record or entered into in connection with any zoning exception or special permit or permitted to be created hereunder, so far as the same may be in force and effect.

[REMAINDER OF PAGE BLANK; SIGNATURE(S) ON NEXT PAGE]

[West Street and Avocado Street, Springfield, MA]

EXECUTED as an instrument under seal as of this ___ day of _____, 2023.

THE REPUBLICAN COMPANY, a Massachusetts corporation

By: _____
Name: George Arwady
Title: Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

County of: _____

On this ___ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above-named George Arwady, Chief Executive Officer of The Republican Company, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged that he/she signed the foregoing instrument as the voluntary act of said corporation.

_____
Notary Public
Printed Name:_____
My commission expires:_____

EXHIBIT A TO QUITCLAIM DEED
LEGAL DESCRIPTION

Real property in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, described as follows:

Tract I:

A Certain piece or parcel of land situated it Springfield, in the county of Hampden and Commonwealth of Massachusetts, bounded and described as follows: beginning at the Northeast corner of land now or formerly of City of Springfield at a point on the Southerly side line of West Street, thence running Easterly on said Southerly side line of West Street on a curve to the right having a radius of five hundred fifty-nine and forty-three hundredths (559.43) feet, one hundred sixty-four and forty-eight hundredths (164.48) feet to a point in the center of a stone bound; thence turning and running South 86° 09' 14" East one hundred eighty and thirty-nine hundredths (180.39) feet to a point at remaining land of the Boston and Maine Railroad; thence turning and running by said land of said Railroad on four (4) courses as follows: South 3° 49' 46" West forty-three and twenty-one hundredths (43.21) feet, South 86° 10' 14" East twenty-eight and one hundredth (28.01) feet, South 22° 41' 14" East four hundred ninety-two and ninety-eight hundredths (492.98) feet, and South 40° 47' 14" East two thousand one hundred sixty-four and fifty-six hundredths (2164.56) feet to a point in the Westerly side line of Clinton Street; thence turning and running South 18° 55' 16" West on said Westerly side line of Clinton Street one hundred twenty-eight and fifty-four hundredths (128.54) feet to a point at land of City of Springfield; thence turning and running North 71° 04' 44" West by and along lend of said City of Springfield one hundred fifteen (115) feet to a point; thence turning and running South 18° 55' 16" West still by said land of said City of Springfield one hundred twenty-one and nine hundredths (121.09) feet to a point at the Harbor and Land Commissioner's Line Established by Chapter 301 of the Acts of 1893; thence turning and running North 62° 39' 44" West on said Harbor and Land Commissioner's Line one thousand two hundred ninety-two and thirty-three hundredths (1292.33) feet to a point; thence turning and running Westerly still on said Harbor and Land Commissioner's Line on a curve to the right having a radius of five thousand two hundred sixty-five (5265) feet; nine hundred forty-five and twenty-one hundredths (945.21) feet to a point at land now or formerly of City of Springfield; thence turning end running by said land now or formerly of said City of Springfield on four (4) courses as follows; North 6° 55' 37" East four hundred seventy-seven and sixty hundredths (477.60) feet, South 81° 01' 16" East eighty and two hundredths (80.02) feet, North 7° 44' 40" East five hundred fifty-four and forty hundredths (554.40) feet, and North 12° 26' 44" West two hundred thirty-one and seventy-nine hundredths (231.79) feet to the point of beginning, be all of said measurements more or less, said parcel containing about forty-three and six tenths (43.6) acres and being shown on a plan marked "Land in Springfield, Mass. Boston and Maine Railroad - To – The Republican Publishing Company J. P. Cronin. Engr. of Design May 1952", recorded in Plan Book 39, page 111, to which reference is hereby made for a further description of said parcel.

Tract II:

Rights for driveway purposes a strip of land located easterly of land abutting said parcel above described, the Westerly line of said strip being coincident with the sixth described course of said parcel, said strip being more particularly bounded and described as follows: beginning on the Westerly side line of Clinton Street at the point where the sixth and seventh described courses of said first above described parcel of land meet, thence running North 18° 55' 16" East on and along said Westerly side line of Clinton Street fifty-seven and ninety hundredths (57.90) feet to a point; thence turning and running North 40° 47' 14" West about one thousand one hundred fifty and twenty hundredths (1150.20) feet to a point, thence turning and running North 43° 41' 38" West nine hundred eighty-six and eighty-three hundredths (986.83) feet to a

point whereat the fifth and sixth described courses of said first described parcel meet; thence turning and running South 40° 47' 14" East two thousand one hundred sixty-four and fifty-six hundredths (2164.56) feet to the point of beginning, be all of said measurements more or less, said strip being marked "Driveway" on said plan; and also the right in common with the Railroad, its successors and assigns, and others, to connect with and discharge into such portion of the said Railroad's existing sewer and storm drains as are situated in said strip, such sewerage and surface water respectively as there may be a reasonable necessity to have flowed from said parcel, and to connect with and take a supply of water from that portion of the Railroad's existing water lines situated in said strip as there may be reasonable need to use on said parcel.

Tract III:

Beginning at a point in the northeasterly line of Avocado Street at the northwesterly corner of Parcel No. 1 (one) as shown on a plan recorded in Hampden County Registry of Deeds, Book of Plans 111, Pages 40 and 41, and running thence North 49°10'30" East along said Parcel No. 1 (one) and land of The Republican Company three hundred six (306) feet to land of the Boston & Maine Railroad Co.; thence running North 22°44' 00" West along last named land sixty-three and 12/100 (63.12) feet; thence running South 49°10'30" West along land of Springfield Area Development Corporation three hundred twenty-six and 02/100 (326.02) feet to the northeasterly line of Avocado Street; thence running Southeasterly by the northeasterly line of Avocado Street, sixty and 03/100 (60.03) feet to the point of beginning.

Excepting therefrom the land as set forth in the following Deeds:

a. Deed from The Republican Publishing Company to Springfield Area Development Corporation dated June 6, 1966 and recorded on June 15, 1966 in Book 3192, Page 131.

b. Deed from The Republican Publishing Company to Springfield Area Development Corporation dated and recorded on September 1, 1967 in Book 3284, Page 476.

c. Deed dated April 12, 1968 and recorded in Book 3337, Page 485.

Exhibit C

Form of Bill of Sale

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of [_____] by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("**Assignor**"), and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("**Assignee**").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of January __, 2023 (the "**Purchase Agreement**"); and

WHEREAS, in connection with the closing under the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to the "Intangible Property" (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals hereto are true and correct.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee all right, title and interest of Assignor in and to all "Intangible Property" (as defined in the Purchase Agreement).
Except as expressly set forth in the Purchase Agreement, Assignor has not made and does not make, and hereby expressly disclaims, any express or implied warranty or representation of any kind whatsoever with respect to the Intangible Property or any other property hereby transferred, including, without limitation, as to title, merchantability or fitness for any particular purpose. Assignee hereby accepts all such Intangible Property and/or other property hereby transferred on an "As Is, Where Is" basis.

3. Assignee hereby accepts the foregoing and agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor under the Contracts, in each case to the extent first arising and accruing on and after the date hereof or which by their terms are to be performed on or after the date hereof.

4. Any representations or warranties with respect to this Agreement and the property being transferred pursuant hereto are set forth in the Purchase Agreement. Nothing herein shall limit the provisions of (or the liability of any party under) the Purchase Agreement.

5. Assignor and Assignee hereby agree to execute and deliver to the other such other documents, instruments or agreements as may be reasonably requested by the other to further effectuate the matters contemplated hereby.

6. This Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Massachusetts.

7. This Agreement may be executed in multiple counterparts, all of which when taken together shall be deemed to constitute one instrument, and delivered by facsimile or PDF.

8. This Agreement shall inure to the benefit of and shall be binding upon Assignor, Assignee, and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

THE REPUBLICAN COMPANY, a Massachusetts corporation

By:_____
Name: George Arwady
Title: Chief Executive Officer

ASSIGNEE:

PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company

By:_____
Name: Peter A. Picknelly
Title: Manager

Exhibit D

Contracts

None.

Exhibit E

Form of Non-Foreign Status Certificate

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U. S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform ***, a *** ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by THE REPUBLICAN COMPANY, a Massachusetts corporation ("**Transferor**"), pursuant to that certain Grant Deed dated as of even date herewith, the undersigned hereby certifies the following on behalf of Transferor, as of _____, 2023:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Transferor is not a non-resident alien for purposes of U.S. income taxation.

3. Transferor's U.S. employer identification number is ***.

4. Transferor's office address is: ***.

5. Transferor is not a disregarded entity as defined in Section 1.1445 2(b)(2)(iii) of the Income Tax Regulations.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury, the undersigned declares that he or she has examined this certification and to the best of his or her knowledge and belief it is true, correct and complete, and he or she further declares that he has the authority to sign this document on behalf of Transferor.

THE REPUBLICAN COMPANY, a Massachusetts corporation

By:_____
Name: George Arwady
Title: Chief Executive Officer

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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is made and entered into as of the 21st day of July, 2023 (the "First Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller"), and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Original Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Original Agreement shall be amended as follows:

1. **Due Diligence Deadline**. Section 6 of the Original Agreement is hereby amended by deleting the text "the date which is one hundred and eighty (180) days following the Effective Date" in the first sentence, and inserting in its place the text "on January 22, 2024".

2. **Additional Deposit**.

(a) Not later than one (1) business day after the Effective Date of the First Amendment, Buyer shall deposit Fifty Thousand and No/100 Dollars ($50,000) (the "**Additional Deposit**") with Seller in immediately-available funds by federal wire transfer. The Additional Deposit shall be nonrefundable, such that if the transaction does not close for any reason, Seller shall retain the Additional Deposit, which Additional Deposit shall be deemed earned as of the First Amendment Effective Date. Notwithstanding the foregoing, if the transaction contemplated by the Agreement is consummated, the Additional Deposit shall be credited against the Purchase Price at Closing. For the avoidance of doubt, all interest on the Additional Deposit, if any, shall be deemed property of the Seller.

(b) The failure of Buyer to timely deliver the Additional Deposit as required by this Section 3 of the First Amendment shall be a default under the Agreement, and shall entitle Seller, and Seller's sole option, to terminate the Agreement immediately, entitling Seller to all remedies provided in the Agreement and in law and at equity, including without limitation, demand the release of the Deposit from Escrow Agent and retain same, and upon such termination, none of the parties shall have any obligations with respect to the Agreement except for those obligations that expressly survive the termination of the Agreement.

3. **Closing Date**.

(a) Section 9.2 of the Original Agreement (titled "Extension of Closing Date") is hereby deleted.

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(b) Section 1.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following: ""**Closing Date**" means February 21, 2024 or such earlier date as the parties may mutually agree."

(c) Section 1.5 of the Original Agreement is hereby deleted in its entirety and replaced with the following: ""**Deposit**" shall mean the Deposit described in Section 3 of the Original Agreement, and all interest accrued thereon."

4. **Miscellaneous.** Except as expressly modified hereby, the terms of the Original Agreement shall remain in full force and effect as written, and every reference in the Original Agreement or herein to the "Agreement" shall mean the Original Agreement as modified by this First Amendment. Any capitalized term used in this First Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This First Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same First Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

[End of Page – Signatures Follow]

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

DocuSigned by:
By: Peter A. Picknelly
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

DocuSigned by:
By: George Arwady
0AB4DF1FDD9D457...
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Anthony Bucchere
Name: Anthony J. Bucchere
Title: VP & Counsel

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Second Amendment") is made and entered into as of the _29th_ day of January, 2024 (the "Second Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller"), and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", the Original Agreement and the First Amendment hereinafter referred to as the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Closing Date.** Section 1.3 of the Original Agreement (as amended by Section 3(b) of the First Amendment) is hereby deleted in its entirety and replaced with the following: ""**Closing Date**" means August 21, 2024 or such earlier date as the parties may mutually agree."

2. **Due Diligence Deadline.** Section 6 of the Original Agreement (as amended by Section 1 of the First Amendment) is hereby amended by deleting the text "January 22, 2024" and inserting in its place the text "March 22, 2024".

3. **Conditional Termination Right.** Notwithstanding anything to the contrary contained in the Agreement as hereby amended, if the Property has not been chosen by The Commonwealth of Massachusetts as the location (or as a part of the location) for the site of a new courthouse, Buyer shall have the right to terminate this agreement by written notice to Seller given on or before July 21, 2024, time being of the essence. If Buyer timely gives the notice of termination described in this Section, then this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder (except for those obligations that expressly survive the termination of this Agreement), the Initial Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder. If Buyer does not give Seller a notice of termination on or before July 21, 2024, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 3 of the Second Amendment and to have elected to proceed with the purchase of the Property pursuant to the terms of the Agreement, as theretofore amended.

4. **Extension Payment.** In consideration of the terms set forth above, Buyer shall pay to Seller an additional non-refundable Five Thousand Dollars ($5,000.00) (the "Extension Payment"). The Extension Payment shall not be applicable to the Purchase Price, shall be deemed

earned as of the Second Amendment Effective Date, and shall be nonrefundable, such that if the transaction does not close for any reason, Seller shall retain the Extension Payment. The Extension Payment shall not be applicable to the Purchase Price. The Extension Payment shall not be held in escrow and Seller shall have immediate use of the funds. The Extension Payment shall be paid by wire to Seller within one (1) Business Day following the execution of this Second Amendment. The failure of Buyer to timely deliver the Extension Payment shall be a default hereunder, and shall entitle Seller, at Seller's sole option, to terminate the Agreement immediately, and upon such termination, none of the parties shall have any obligations with respect to the Agreement (as hereby amended) except for those obligations that expressly survive the termination of the Agreement (as hereby amended).

5. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Second Amendment. Any capitalized term used in this Second Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Second Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Second Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or Adobe Sign) shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

By: _____
Peter Picknelly (Jan 27, 2024 13:42 EST)
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

By: George E. Arwady
George E. Arwady (Jan 26, 2024 13:16 EST)
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

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THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Third Amendment") is made and entered into as of the 21st day of March, 2024 (the "Third Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller"), and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", and a Second Amendment to Purchase and Sale Agreement dated January 27, 2024 (the "Second Amendment"), the Original Agreement, the First Amendment and the Second Amendment hereinafter referred to as the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Due Diligence Deadline.** Section 6 of the Original Agreement (as amended by Section 1 of the First Amendment and Section 2 of the Second Amendment) is hereby amended by deleting the text "March 22, 2024" and inserting in its place the text "April 5, 2024".

2. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Third Amendment. Any capitalized term used in this Third Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Third Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Third Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

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IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

DocuSigned by:
Peter A. Picknelly
By: _____
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

George Arwady
George Arwady (Mar 25, 2024 12:54 EDT)
By: _____
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Fourth Amendment") is made and entered into as of the 4th day of April, 2024 (the "Fourth Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller") and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", a Second Amendment to Purchase and Sale Agreement dated January 27, 2024 (the "Second Amendment") and a Third Amendment to Purchase and Sale Agreement dated March 21, 2024 (the "Third Amendment"), the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment hereinafter referred to as the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Due Diligence Deadline.** Section 6 of the Original Agreement (as amended by Section 1 of the First Amendment, Section 2 of the Second Amendment, and Section 1 of the Third Amendment) is hereby amended by deleting the text "April 5, 2024" and inserting in its place the text "April 30, 2024".

2. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Fourth Amendment. Any capitalized term used in this Fourth Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Fourth Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Fourth Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

peter picknelly
peter picknelly (Apr 5, 2024 16:12 EDT)

By: _____
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

George E. Arwady
George E. Arwady (Apr 8, 2024 09:20 EDT)

By: _____
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Fifth Amendment") is made and entered into as of the 17 day of May, 2024 (the "Fifth Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller") and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", a Second Amendment to Purchase and Sale Agreement dated January 27, 2024 (the "Second Amendment"), a Third Amendment to Purchase and Sale Agreement dated March 21, 2024 (the "Third Amendment") and a Fourth Amendment to Purchase and Sale Agreement dated April 4, 2024 (the "Fourth Amendment") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment hereinafter referred to as the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Due Diligence Deadline.** Section 6 of the Original Agreement (as amended by Section 1 of the First Amendment, Section 2 of the Second Amendment, Section 1 of the Third Amendment and Section 1 of the Fourth Amendment) is hereby amended by deleting the text "April 30, 2024" and inserting in its place the text "June 30, 2024".

2. **Scope of Due Diligence.** Notwithstanding anything to the contrary contained in the Agreement, from and after the date of this Fifth Amendment, Buyer's right to inspect the Property shall be limited to performance of UST Inspections (defined below) which have been scheduled within 10 days of the Fifth Amendment Effective Date and which must be completed within 35 days thereafter. As used herein, the term "UST Inspections" means any of the following, all of which shall be performed, if at all, by Tighe & Bond: (1) ground-penetrating radar of an area identified by Tighe & Bond as the "UST Area"; (2) up to five (5) soil borings with PFAS analysis; and (3) preparation of a summary letter of findings relating to items (1) and (2). For the avoidance of doubt, Buyer hereby acknowledges that other than the underground storage tank and PFAS investigations that are the subject of the UST Inspections, Buyer is satisfied with the Property and accepts the Property in its as-is condition.

3. **Right of Termination.** The first sentence of Section 7 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"If, as a result of the UST Inspections: (a) Tighe & Bond concludes, in the exercise of its professional judgment, that the Property is the site of an environmental condition for which remediation is recommended, and (b) Buyer's counsel in the exercise of its professional judgment concludes that the environmental condition identified by Tighe & Bond is one that Buyer, if it acquires the Property, would be required by applicable Environmental Law to remediate, and (c) the cost of such remediation is reasonably expected to cost more than $500,000.00, then Buyer shall have the right to terminate the Agreement by giving written notice of such termination on or prior to the Due Diligence Deadline."

For the avoidance of doubt, any termination by Buyer that does not strictly meet the requirements of the preceding sentence shall be treated as a default by Buyer under Section 12.1 of the Original Agreement.

4. **Extension Payment.** In consideration of the terms set forth above, Buyer shall pay to Seller an additional non-refundable Five Thousand Dollars ($5,000.00) (the "Fifth Amendment Extension Payment"). The Fifth Amendment Extension Payment shall not be applicable to the Purchase Price, shall be deemed earned as of the Fifth Amendment Effective Date, and shall be nonrefundable, such that if the transaction does not close for any reason, Seller shall retain the Fifth Amendment Extension Payment. The Fifth Amendment Extension Payment shall not be held in escrow and Seller shall have immediate use of the funds. The Fifth Amendment Extension Payment shall be paid by wire to Seller within one (1) Business Day following the execution of this Fifth Amendment. The failure of Buyer to timely deliver the Fifth Amendment Extension Payment shall be a default hereunder, and shall entitle Seller, at Seller's sole option, to terminate the Agreement immediately, and upon such termination, none of the parties shall have any obligations with respect to the Agreement (as hereby amended) except for those obligations that expressly survive the termination of the Agreement (as hereby amended).

5. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Fifth Amendment. Any capitalized term used in this Fifth Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Fifth Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Fifth Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

peter picknelly
By: peter picknelly (May 16, 2024 14:41 EDT)
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

George Arwady
By: George Arwady (May 17, 2024 12:50 EDT)
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By:
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

517385461v.4

SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Sixth Amendment") is made and entered into as of the 22nd day of July 2024 (the "Sixth Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller") and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", a Second Amendment to Purchase and Sale Agreement dated January 27, 2024 (the "Second Amendment"), a Third Amendment to Purchase and Sale Agreement dated March 21, 2024 (the "Third Amendment") and a Fourth Amendment to Purchase and Sale Agreement dated April 4, 2024 (the "Fourth Amendment") and a Fifth Amendment to Purchase and Sale Agreement dated May 17, 2024 (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment hereinafter referred to as the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Closing Date.** Section 1.3 of the Original Agreement (as amended by the First Amendment and Second Amendment) is amended by deleting the text "August 21, 2024" and inserting in its place the text "November 19, 2024".

2. **Conditional Termination Right.** Section 3 of the Second Amendment is hereby amended by deleting the text "July 21, 2024" and inserting in its place the text "October 21, 2024".

3. **No Further Contingencies or Inspections.** Section 7 of the Original Agreement, as amended, (titled "Right of Termination") is hereby deleted. Buyer has no termination right except as set forth in Section 3 of the Second Amendment, as amended by Section 2 of this Sixth Amendment. The Due Diligence Deadline has passed. Buyer did not deliver a Title Notice. For the avoidance of doubt, Buyer has no further rights (including, without limitation, under Section 6 of the Original Agreement, as amended) to make physical inspections of the Property.

4. **Extension Payment.** In consideration of the terms set forth above, Buyer shall pay to Seller an additional non-refundable Ten Thousand Dollars ($10,000.00) (the "Sixth Amendment Extension Payment"). The Sixth Amendment Extension Payment shall not be applicable to the Purchase Price, shall be deemed earned as of the Sixth Amendment Effective Date, and shall be nonrefundable, such that if the transaction does not close for any reason, Seller shall retain the

Sixth Amendment Extension Payment. The Sixth Amendment Extension Payment shall not be held in escrow and Seller shall have immediate use of the funds. The Sixth Amendment Extension Payment shall be paid by wire to Seller within one (1) Business Day following the execution of this Sixth Amendment. The failure of Buyer to timely deliver the Sixth Amendment Extension Payment shall be a default hereunder, and shall entitle Seller, at Seller's sole option, to terminate the Agreement immediately, and upon such termination, none of the parties shall have any obligations with respect to the Agreement (as hereby amended) except for those obligations that expressly survive the termination of the Agreement (as hereby amended).

5. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Sixth Amendment. Any capitalized term used in this Sixth Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Sixth Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Sixth Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

Peter Picknelly
By: Peter Picknelly (Jul 22, 2024 15:20 EDT)
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

George E. Arwady
By: George E. Arwady (Jul 22, 2024 15:19 EDT)
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Patricia Carlson (Jul 22, 2024 15:21 EDT)
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

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SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Seventh Amendment") is made and entered into as of the 21st day of October 2024 (the "Seventh Amendment Effective Date"), by and between THE REPUBLICAN COMPANY, a Massachusetts corporation ("Seller") and PARK VIEW SOUTH L.L.C., a Massachusetts limited liability company ("Buyer").

STATEMENT OF PURPOSE

The parties hereto have previously entered into that certain Purchase and Sale Agreement dated as of January 25, 2023 (the "Original Agreement"), which Original Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated as of July 21, 2023 (the "First Amendment", a Second Amendment to Purchase and Sale Agreement dated January 27, 2024 (the "Second Amendment"), a Third Amendment to Purchase and Sale Agreement dated March 21, 2024 (the "Third Amendment"), a Fourth Amendment to Purchase and Sale Agreement dated April 4, 2024 (the "Fourth Amendment"), a Fifth Amendment to Purchase and Sale Agreement dated May 17, 2024 (the "Fifth Amendment"), and a Sixth Amendment to Purchase and Sale Agreement (the "Sixth Amendment", and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment the "Agreement") with regard to certain real property located at West Street and Avocado Street in Springfield, Massachusetts, containing approximately 9.916 acres, which real property is more particularly described in the Agreement. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement shall be amended as follows:

1. **Closing Date.** Section 1.3 of the Original Agreement (as amended, including by the Sixth Amendment) is amended by deleting the text "November 19, 2024" and inserting in its place the text "November 19, 2025".

2. **Conditional Termination Right.** Section 3 of the Second Amendment (as amended, including by Section 2 of the Sixth Amendment) is hereby amended by deleting the text "October 21, 2024" and inserting in its place the text "October 21, 2025".

3. **No Further Contingencies or Inspections.** Section 7 of the Original Agreement, as amended, (titled "Right of Termination") is hereby deleted. Buyer has no termination right except as set forth in Section 3 of the Second Amendment, as amended by Section 2 of this Seventh Amendment. The Due Diligence Deadline has passed. Buyer did not deliver a Title Notice. For the avoidance of doubt, Buyer has no further rights (including, without limitation, under Section 6 of the Original Agreement, as amended) to make physical inspections of the Property.

4. **Extension Payment.** In consideration of the terms set forth above, Buyer shall cause the Title Company to release to Seller the Initial Deposit of Fifty Thousand Dollars ($50,000.00) (which shall hereafter be referred to as the "Seventh Amendment Extension

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Payment"). Notwithstanding anything to the contrary contained herein or in the Agreement, the Seventh Amendment Extension Payment shall not be applicable to the Purchase Price, shall be deemed earned as of the Seventh Amendment Effective Date, and shall be nonrefundable, such that if the transaction does not close for any reason, Seller shall retain the Seventh Amendment Extension Payment. The Seventh Amendment Extension Payment shall not be held in escrow and Seller shall have immediate use of the funds. Buyer, at Buyer's expense, shall cause the entire Seventh Amendment Extension Payment to be paid by wire to Seller by October 25, 2024. The failure of Buyer to cause the timely delivery of the Seventh Amendment Extension Payment shall be a default hereunder, and shall entitle Seller, at Seller's sole option, to terminate the Agreement immediately, and upon such termination, none of the parties shall have any obligations with respect to the Agreement (as hereby amended) except for those obligations that expressly survive the termination of the Agreement (as hereby amended).

5. **Miscellaneous.** Except as expressly modified hereby, the terms of the Agreement shall remain in full force and effect as written, and every reference in the Agreement or herein to the "Agreement" shall mean the Agreement as modified by this Seventh Amendment. Any capitalized term used in this Seventh Amendment and not otherwise defined herein shall have the meaning ascribed to such words in the Agreement. This Seventh Amendment may be executed in two or more counterparts or using counterpart signature pages, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Seventh Amendment. Copies of executed signature pages delivered by facsimile or other electronic means (e.g., .pdf or .tif) or signatures completed through electronic signature technology (e.g. DocuSign or AdobeSign) shall, for all purposes, be deemed originals.

DocuSign Envelope ID: 9C230BF4-0BD7-4624-BDF1-9A45D6997C3A

IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to be duly executed as of the date and year first above written.

BUYER:

PARK VIEW SOUTH, L.L.C.,
a Massachusetts limited liability company

DocuSigned by:
Peter A. Picknelly
By: _____
D028A32AFFC0489...
Name: Peter A. Picknelly
Title: Manager

SELLER:

THE REPUBLICAN COMPANY,
a Massachusetts corporation

George E. Arwady
By: _____
George E. Arwady (Oct 24, 2024 16:33 EDT)
Name: George Arwady
Title: Chief Executive Officer

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Patricia M. Carlson
Title: Senior Underwriting Counsel

522342819v.2

OPTION TO PURCHASE

This Agreement (the "Option") is made this 30th day of September, 2025, between Alpha Builders, Inc., a Massachusetts corporation with an address of 46 Center Square, East Longmeadow, Massachusetts (hereinafter referred to as the "Optionor") and Park View South, L.L.C., a Massachusetts limited liability company with an address of Union Station – Suite 300, 1 Peter Pan Way, Springfield, Massachusetts, or its nominee (hereinafter referred to as the "Optionee").

1. **Option to Purchase.** Optionor grants to Optionee the exclusive right and option to purchase the land known and numbered as 55 Avocado Street, Springfield, Massachusetts, said parcel being more particularly described in a Deed from Michael Vallides and James Vallides to Alpha Builders, Inc. dated April 9, 2010 and recorded in the Hampden County Registry of Deeds at Book 18286, Page 154 (the "Premises"), a copy of which is attached hereto as Exhibit A, upon the terms and conditions hereinafter contained.

2. **Option Consideration.** Optionee agrees to pay Optionor the sum of Two Hundred Thousand Dollars ($200,000.00) (the "Option Consideration") in eighteen (18) equal monthly installments of Eleven Thousand One Hundred Eleven and 11/100 Dollars ($11,111.11). The first monthly payment shall be paid to Optionor upon execution of the Agreement.

3. **Term of Option.** This Option shall commence on September 30, 2025 and shall expire at 5:00 p.m. (Eastern Time) on March 30, 2027, unless sooner terminated by Optionee or extended as set forth below (the "Term").

   This Option may be extended by the Optionee for an additional six (6) months, commencing on March 30, 2027 and ending September 30, 2027 (the "Extension Period"). Optionee agrees to pay Optionor the sum of Fifty Thousand Dollars ($50,000.00) for said Extension, in equal monthly installments of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars ($8,333.33).

   Optionee may, in its sole discretion, terminate this Option to Purchase at any time during the Term or Extension Period. Upon termination by the Optionee, all obligations of the parties under this Option to Purchase shall cease, except for Optionee's obligations under Paragraphs 2 and 9 hereunder. In the event of Optionee's termination, the balance of the Option Consideration shall continue to be paid on a monthly basis until paid in full.

4. **Exercise of Option.** Optionee may exercise the Option by delivering written notice ("Exercise Notice") to Optionor on or before the expiration of the Term and any Extension Period. Upon such exercise, the parties shall promptly execute a Commercial Purchase and Sale Agreement substantially in the form attached as Exhibit B (the "P&S Agreement") with such changes as are necessary to conform to this Agreement.

5. **Purchase Price.** The purchase price for the Premises under this Option shall be One Million Seven Hundred Thousand Dollars ($1,700,000.00), payable as set forth in the P&S Agreement. The sums which will be paid as consideration for this Option and any extension of this Option shall be credited to the purchase price upon the exercise hereof. The balance of the purchase price shall be paid by wired funds or attorney's trustee check at the closing, as defined in the P&S Agreement.

6. **Purchase and Sale Agreement.** Upon Optionee's timely exercise of the Option, the parties shall be bound to proceed under the P&S Agreement, with the closing to occur on the date set forth in the P&S Agreement.

7. **Non-Exercise of Option.** In the event that this Option is not exercised in accordance with the terms herein contained, the parties shall have no further recourse, liability or obligation hereunder.

8. **Recording of Option.** Optionor and Optionee agree that notice of this Option may be recorded in the Hampden County Registry of Deeds. If Optionee elects to terminate this Option, Optionee shall execute a Notice of Termination of Option for recording in the Hampden County Registry of Deeds.

9. **Representations of Optionor.** Optionor represents and warrants as follows:

   a. That the Optionor possesses the unrestricted right to grant this Option and is not under any infirmity or restraint which would limit Optionor's ability to consummate the transactions contemplated hereby; and

   b. That there are no outstanding written or oral leases affecting the Premises nor has the Optionor granted any tenancy, license or permit with respect thereto and will not do so without the express written consent of the Optionee.

10. **Right of Entry.** During the term of this Option, the Optionee, and the Optionee's authorized employees, agents and contractors, shall have the right to enter upon the Premises upon reasonable notice to Optionor for any and all purposes consistent with inspection, non-invasive testing, measurement, obtaining permits or approvals from governmental authorities or other considerations of the Optionee relating to the use or development of the Premises, provided that the Optionee shall repair any damage to the Premises necessitated by any inspections, testing, measurement or other work performed during the option period. The Optionee hereby agrees to indemnify and hold the Optionor harmless against any injury, damage, loss or liability incurred by the Optionor caused by any negligent inspection, testing, measurement or other activities undertaken by the Optionee pursuant to this paragraph.

11. **Entire Agreement.** This Option contains each and every agreement and understanding existing between the parties relating to the subject matter hereof and

supersedes all previous negotiations, representations, commitments and writings. Any changes, modifications or additions to this Option shall be in writing and signed by the Optionor and Optionee.

12. **Successors Bound.** This Agreement is executed under the provisions of the laws of the Commonwealth of Massachusetts and shall inure to the benefit of and bind the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

13. **Broker.** With the exception of Frank Fitzgerald of Opal Real Estate and Kevin Jennings of Jennings Real Estate, the Optionor and Optionee mutually warrant and represent that neither of them have utilized the services of a real estate broker or other person who could be entitled to a real estate commission with respect to the transactions contemplated by this Option to Purchase.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

Witness:

Laura Griswold

LAURA GRISWOLD

OPTIONOR:
Alpha Builders, Inc.

By: _____
Fotios I. Gazis
Its duly authorized President

Witness:

_____

OPTIONEE:
Park View South, L.L.C.

By: Brian R Stefano
Brian R. Stefano
Its duly authorized Manager

State of South Carolina
~~Commonwealth of Massachusetts~~

Greenville
~~Hampden,~~ ss.

On this 30 day of September, 2025, before me, the undersigned notary public, personally appeared Fotios Gazis, President of Alpha Builders, Inc. who provided his identity to me:

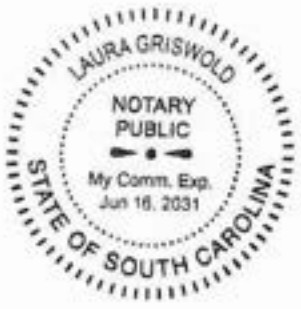
✓ by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,

___ by taking the oath of a credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,

___ by satisfactory evidence of photographic identification of signatory, which was his current Massachusetts driver's license,

and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the document voluntarily for its stated purpose.

Laura Griswold
LAURA GRISWOLD
Notary Public
My Commission Expires: June 16, 2031



Commonwealth of Massachusetts

Hampden, ss.

On this 24th day of September, 2025, before me, the undersigned notary public, personally appeared Brian R. Stefano, Manager of Park View South, L.L.C. who provided his identity to me:

X by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,

___ by taking the oath of a credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,

___ by satisfactory evidence of photographic identification of signatory, which was his current Massachusetts driver's license,

and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Michael R. Siddall
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 26, 2031

Exhibit A

Bk 18286 Pg154 #26382
05-06-2010 @ 04:03p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 05-06-2010 @ 04:03pm
Ctl#: 920 Doc#: 26382
Fee: $3,192.00 Cons: $700,000.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT we, MICHAEL VALLIDES, of 616 Thompsonville Road, Suffield, Connecticut, and JAMES VALLIDES, of 600 Thompsonville Road, Suffield, Connecticut, in consideration of SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS ($700,000.00) paid, grant to ALPHA BUILDERS, INC., a Massachusetts corporation with a principal place of business at 720 Union Street, West Springfield, Hampden County, Massachusetts, with quitclaim covenants, the property in Springfield, Hampden County, Massachusetts, being more particularly bounded and described as follows:

See Exhibit A attached hereto and incorporated herein.

Witness our hands and seals this 9th day of April, 2010.

Witness

Michael Vallides
MICHAEL VALLIDES

Witness

JAMES VALLIDES

COMMONWEALTH/ STATE OF Massachusetts

Hampden, ss.

On this 9th day of April, 2010, before me, the undersigned notary public, personally appeared MICHAEL VALLIDES, (X) personally known to me or ( ) proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it of his own free act and deed and voluntarily for its stated purpose.

Notary Public
My commission expires: 5/21/10

M. TRANT CAMPBELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires May 21, 2010

Property address: 55 Avocado Street, Springfield, MA

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 9th day of April, 2010, before me, the undersigned notary public, personally appeared JAMES VALLIDES, (X) personally known to me or ( ) proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it of his own free act and deed and voluntarily for its stated purpose.

M. TRACY CAMPBELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires May 21, 2010

Notary Public
My commission expires: 3/21/10

EXHIBIT A

Certain real estate situated in Springfield, Hampden County, Massachusetts on the northeasterly side of Avocado Street designated as Parcel No. 15 on a plan by Tighe & Bond, Inc., Consulting Engineers, Holyoke, Massachusetts, dated May 1975, recorded in Hampden County Registry of Deeds Book of Plans 159, Page 11, said parcel being more particularly bounded and described as follows:

Beginning at a concrete bound on the northeasterly side of Avocado Street, a public way, at a point of curvature about 609 feet along the center line of said Avocado Street from the southeasterly side line of West Street; and running:

thence N. 43° 29' 30" W along Avocado Street a distance of two hundred eight and 36/100 (208.36) feet to a concrete bound at the southeasterly corner of Parcel No. 9 as shown on the aforementioned plan; turning and running

thence N. 46° 30' 30" E along the southeasterly boundary of said Parcel No. 9 a distance of two hundred (200) feet to a concrete bound at the westerly corner of Parcel No. 14 as shown on the aforementioned plan; turning and running

thence S. 43° 29' 30" E along said Parcel No. 14 a distance of fifty (50) feet to a concrete bound; turning and running

thence N. 57° 58' 05" E along said Parcel No. 14 a distance of one hundred fifty-one and 01/100 (151.01) feet to a concrete bound; turning and running

thence N. 6° 51' 05" W along said Parcel No. 14 a distance of ninety-nine and 70/100 (99.70) feet to a concrete bound at a point in said southerly line of said Parcel No. 9; turning and running

thence N. 46° 30' 30" E along the southeasterly line of said Parcel No. 9 a distance of fifty-four and 14/100 (54.14) feet to a concrete bound in the southwesterly line of land of Boston & Maine Corporation; turning and running

thence S. 22° 44' 00" E along said land of Boston & Maine Corporation a distance of three hundred ninety and 18/100 (390.18) feet to a concrete bound at land now or formerly of The Republican Company; turning and running

thence S. 49° 10' 30" W along said land now or formerly of The Republican Company a distance of three hundred twenty-six and 02/100 (326.02) feet to a concrete bound in the northeasterly side line of Avocado Street, turning and running

thence northwesterly by a curve to the left along Avocado street a curved distance of one hundred forty-one and 36/100 (141.36) feet to a concrete bound, being the point of beginning.

Being the same premises conveyed by deed of Bank of New England – West, N.A. National Banking Association to Michael Vallides and James Vallides dated February 14, 1984 and recorded with the Hampden County Registry of Deeds in Book 5570, Page 14.

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

COMMERCIAL
PURCHASE AND SALE AGREEMENT

AGREEMENT made this ____ day of _____, 202___, by and between Alpha Builders, Inc., a Massachusetts corporation with an address of 46 Center Square, East Longmeadow, Hampden County, Massachusetts (hereinafter called the "SELLER"), who agrees to sell, and Park View South, L.L.C., a Massachusetts limited liability company with an address of Union Station – Suite 300, 1 Peter Pan Way, Springfield, Hampden County, Massachusetts (hereinafter called the "BUYER"), or its nominee, who agrees to buy the Premises hereinafter described, upon the terms and conditions hereinafter set forth.

1. Description. The Premises are bounded and described as follows: The land and building located at 55 Avocado Street, Springfield, Hampden County, Massachusetts, as more particularly described in a Deed dated April 9, 2010 and recorded in the Hampden County Registry of Deeds in Book 18286, Page 154.

2. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the installed permanent fixtures belonging to the SELLER and used in connection therewith including, if any, all furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, signs, fences, gates, trees, shrubs, plants; refrigeration equipment, and, air conditioning equipment.

3. Title Deed. Said Premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least ten (10) days before the Deed is to be delivered as herein provided, and said deed shall convey a good and clear record, insurable and marketable title thereto, free from encumbrances, except for the Permitted Encumbrances as follows:

(a) Provisions of existing building and zoning laws;

(b) Existing rights and obligations in party walls which are not the subject of written agreement;

(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

(d) Any liens for municipal betterments assessed after the date of closing;

(e) All easements, restrictions, if any, of record provided they do not substantially interfere with the use of the property for commercial purposes.

4. Title. BUYER agrees to order a title examination at its sole cost and expense. Within thirty (30) days from the date hereof, BUYER shall furnish to SELLER written

notice of any objections to title. Any matter not mentioned in the aforesaid notice shall not thereafter be deemed to affect the marketability of title. The BUYER shall afford the SELLER a reasonable time (which shall be deemed to be a period of not more than thirty (30) days from the date written notice of any defect is delivered by the BUYER to the SELLER) to cure or correct any defects or objections to title. The SELLER shall be obligated to remove all mortgages, liens or other financial encumbrances, and shall make commercially reasonable diligent efforts to cure or correct any other defects or objections of title. In the event the SELLER is unable to cure such defects or objections to title, the BUYER shall have the option of either accepting such title as the SELLER can convey, ; and if the BUYER shall elect to rescind, the SELLER shall repay to the BUYER all sums deposited on account of the purchase price hereunder together with any interest thereon, and this Agreement shall then be terminated without any further loss, cost, damage, right or remedy in favor of any party against the other. Any encumbrance arising after the date of BUYER'S title search, which date shall be set forth in BUYER'S notice, shall be the responsibility of the SELLER, who shall be given a reasonable time to postpone the closing of title to remove the encumbrance (Reasonable time shall be deemed a period not to exceed thirty (30) days from the date written notice of the encumbrance is given to SELLER).

5. Consideration. The agreed purchase price for said Premises is $1,700,000.00 of which $100,000.00 has been paid as a deposit this day to Escrow Agent. Any payments made pursuant to the Option to Purchase dated September ___, 2025 shall be credited towards the purchase price. The balance of the purchase price shall be paid at the time of delivery of the Deed.

6. Closing. The Deed is to be delivered and the consideration paid, (the "Closing") at the offices of Buyer's attorney on or before _____, 2027 at 10 a.m., unless some other place and time should be mutually agreed upon in writing.

7. Delivery of Documents. At the Closing, the SELLER shall deliver to the BUYER the following documents (the "Documents"):

(a) Quitclaim Deed in proper form (the "Deed"), sufficient to convey to the BUYER or its nominee good and marketable, fee simple title to the Premises, the appurtenant rights and the building equipment, free from all encumbrances and defects other than Permitted Encumbrances;

(b) Affidavits customarily required by title insurance companies in the Commonwealth of Massachusetts for the issuing of title insurance protecting against mechanics' liens and parties in possession;

(c) Waivers of mechanics liens executed by or on behalf of all persons, firms and corporations who shall have furnished materials or performed work or services on or at the Premises during the period commencing ninety (90) days prior to the Closing;

(d) An Affidavit of the SELLER swearing that the SELLER is not a "foreign person" as defined in Section 1445 (B) (2) of the Internal Revenue Code of 1986, as amended;

(e) Releases of mortgages and such other documents as the BUYER'S counsel and/or title company may reasonably request.

(f) Waiver of corporate excise tax by the Massachusetts Department of Revenue or a recitation in the Deed that the grantor is not classified for the current taxable year as a corporation for federal tax purposes (See REBA Title Standard No. 17).

(g) Certificate of legal existence.

8. Possession and Condition of Premises.

Full possession of said Premises to be delivered at the time of the delivery of the Deed, said Premises to be then:

(i) In the condition that they are in at the time of the execution of this Agreement, reasonable wear and tear excepted;
and

(ii) In compliance with the provisions of any instrument referred to in Clause 3 hereof.

The BUYER shall be entitled to an inspection of said Premises within the three (3) days prior to the Closing in order to determine whether the condition thereof complies with the terms of this clause.

9. Condemnation.

(a) If any authority having the right to eminent domain shall commence negotiations with SELLER or shall commence legal action against SELLER for the damaging, taking or acquiring of all or any part of the Premises, either temporarily or permanently, in any condemnation proceeding or by exercise of the right of eminent domain, SELLER shall immediately give notice of the same to BUYER. Upon the occurrence of any of the foregoing events, BUYER shall have the right, at its option, to terminate this Agreement by giving notice thereof to SELLER on or before the date fixed for the delivery of the Deed, but in any event within thirty (30) days of the receipt of notice of such event by SELLER to BUYER, in which event BUYER shall be released of all farther obligations hereunder and BUYER'S deposit shall be returned. If BUYER does not so terminate this Agreement, the purchase price for the Premises shall be reduced by the total of any awards, settlement proceeds, or other proceeds received by the SELLER at or prior to the delivery of the Deed with respect to any damaging, taking or acquiring and after Closing and transfer of title to BUYER, the balance of any award shall become the property of the BUYER. At the time of delivery of the Deed, SELLER shall assign to BUYER all rights of SELLER in and to any awards, settlement proceeds or other proceeds payable by reason of any such damaging, taking or acquiring. The risk of condemnation or eminent domain shall be borne by the SELLER until the delivery of the Deed. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, SELLER

will inform BUYER of all such negotiations of which SELLER has notice and, if BUYER elects to proceed with the Closing, will permit BUYER to take part therein.

(b) Casualty. This risk of loss, or damage to the Premises by fire or other casualty, prior to the Closing, is assumed by SELLER. Upon the occurrence of any insured casualty the BUYER may, within ten (10) days of receiving notice thereof from SELLER, make the following election:

(i) If such casualty is in excess of One Hundred Thousand Dollars ($100,000) of value, the BUYER shall have the right to terminate this Agreement and to the return of the Deposit and any accrued interest thereon;

(ii) To accept conveyance of the Premises in their damaged condition in which event the SELLER shall assign all rights in the insurance claim including rights in any rental value insurance and the deductible; or

(iii) If such casualty is less than One Hundred Thousand Dollars ($100,000) of value, the BUYER shall accept the Premises in their damaged condition and SELLER shall assign to BUYER all amounts recovered or recoverable on account of such insurance less any amounts reasonably expended by the SELLER for any partial restorations.

Upon the occurrence of an uninsured casualty, the BUYER shall have the right to terminate this Agreement unless the SELLER shall have elected to repair and/or restore the Premises to substantially the same condition they were in prior to such casualty prior to Closing (and without delay in Closing).

10. Acceptance of Deed. The acceptance of a Deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

11. Use of Purchase Money to Clear Title. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

12. Insurance. Until the delivery of the Deed, the SELLER shall maintain insurance on said Premises as follows:

Type of Insurance	Amount of Coverage
Fire and Extended Coverage	As presently insured

13. Adjustments. Fuel, water rates, sewer use and taxes for the then current year shall be apportioned as of the day of delivery of the Deed; and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the Deed.

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

14. Intentionally deleted.

15. Broker's Fee. The parties represent to each other that they have not dealt with any real estate agent or broker with respect to this transaction except for Frank Fitzgerald of Opal Real Estate and Kevin Jennings of Jennings Real Estate Services. If any other agent or broker is entitled to a commission as a result of this transaction it shall be paid by the party with whom the other agent or broker dealt and the party breaching this representation shall indemnify and hold the other party harmless from any claims as a result of such breach.

16. Default. If the BUYER shall fail to fulfill the BUYER'S agreement herein, all deposits made hereunder by the BUYER together with any interest accrued thereon shall be forfeited by the BUYER and retained by the SELLER as liquidated damages and not as a penalty thereof. This shall be SELLER'S sole remedy both at law and in equity.

17. Mortgage Financing. Intentionally deleted.

18. Due Diligence. The BUYER shall have until _____, 2027 (thirty days after execution of this Agreement) (the "Due Diligence Period") within which to inspect, examine, and/or investigate the Premises, and all physical, environmental, financial and legal aspects thereof, and the obligations of the BUYER hereunder shall be conditioned upon the BUYER being fully satisfied, in its sole discretion, as to all such inspections, investigations, and/or examinations.

The SELLER shall fully cooperate with the BUYER in its inspections, examinations, and investigations including the disclosure to the BUYER of all available information including financial information known by the SELLER or in its possession with respect to the Premises together with the right to make copies. Throughout the Due Diligence Period, the BUYER shall have access to the Premises to accomplish the foregoing, including, without limitation, the conduct of surface and subsurface tests and physical and environmental appraisals and studies. BUYER shall not perform any subsurface explorations without the prior written consent of SELLER. The BUYER hereby agrees to hold the SELLER harmless and indemnified against any loss, cost, liability, or expense arising in connection with the BUYER'S inspection of the Premises under this Section and agrees to repair any damage to the Premises

caused in connection therewith. SELLER agrees to provide to BUYER all material documents and information, if any, concerning the physical condition of the Premises and building equipment in SELLER'S possession, including, if any, surveys, site plans, building plans and environmental reports.

In the event that the BUYER, after performing the above-referenced inspections, examination, and/or investigations, is not fully satisfied, in its sole discretion, as to any of the foregoing, then the BUYER shall have the right to terminate this Agreement by written notice to the SELLER and to Escrow Agent, received by the SELLER and Escrow Agent on or before the expiration of the Due Diligence Period, and thereupon this Agreement shall be void with no recourse to the parties, except that the Deposit shall be promptly refunded to the BUYER. For purposes of this paragraph, notice may be given by facsimile and will be deemed received on the date sent.

19. Liability of Trustee, Shareholder, Beneficiary, Etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder of any corporation, partner of any partnership or beneficiary or trustee of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. SELLER'S Representations. SELLER represents to BUYER as follows:

(a) There is no pending or threatened condemnation or similar proceeding affecting the Premises or any portion thereof, nor has SELLER acknowledged that any such action is presently contemplated;

(b) There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, affecting the Premises, and SELLER is not aware of any facts which might result in any such action, suit or other proceedings;

(c) No commitments have been made to any governmental authority, utility company or to any other organization, group or individual relating to the Premises which would impose an obligation on the BUYER to make any contribution or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Premises;

(d) The SELLER has not received any notice of zoning, or to the best of its knowledge, building code violations or notices from any other federal, state or local governmental body with regard to any statutory or regulatory violations;

(e) The SELLER has not received any notice of cancellation of its hazard or liability insurance nor any notice of increase in fire or liability rating as the result of the occupancy of the Premises by any present tenant;

(f) SELLER has no contract for services, supplies or the like relating to the ownership, operation or management of the Premises, including, but not limited to:

management, rubbish and snow removal, exterminating, vending machines, employment contracts or executory agreements of any nature, which cannot be canceled upon thirty (30) days notice;

(g) SELLER represents that it has received no written notice from the Commonwealth of Massachusetts Department of Environmental Protection regarding the existence of hazardous materials on the Premises which would result in the imposition of an environmental lien under Massachusetts General Laws, Chapter 21 E. If SELLER receives any such notice prior to closing, it shall immediately provide BUYER with a copy of such notice. If any such notice is received, BUYER shall have the right to terminate this Agreement on account thereof, said right to be exercised within ten (10) days of the date BUYER receives the copy of such notice; and

21. Warranties and Representations. Except as set forth in clause 20 above, the BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing. BUYER specifically acknowledges that SELLER has not made any representation or warranty as to any matter affecting or relating to the Premises, including, but not limited to, warranties relating to the physical condition of any building contained thereon. BUYER agrees that SELLER shall not be held liable for any representations made or furnished to BUYER by any of SELLER'S officers, agents, servants, attorneys or any other person.

22. Escrow Agent. The deposit has been paid by and on behalf and at the direction of SELLER to John E. Drost, Esquire of Fitzgerald Law, P.C., ("Escrow Agent") to be held by Escrow Agent on the terms hereinafter set forth. If the Closing takes place under this contract. Escrow Agent shall pay the amount of monies deposited with Escrow Agent to or upon the instructions of SELLER at the time of Closing.

If no Closing takes place hereunder, Escrow Agent shall continue to hold the monies unless directed to dispose of same in accordance with the provisions hereinafter set forth in this clause.

It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence so long as Escrow Agent has acted in good faith. SELLER and BUYER hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

Escrow Agent shall be under no responsibility in respect of any of the monies deposited with it other than faithfully to follow the instructions herein contained.

Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith, in accordance with such advice. Escrow Agent shall not be required to defend any legal proceedings that may be instituted against Escrow Agent in respect of the subject of these instructions unless requested to do so by SELLER and BUYER and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be

fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

Escrow Agent assumes no liability under this Agreement except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the escrow monies, or as to whom that sum is to be delivered, Escrow Agent will not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by Escrow Agent of an authorization in writing signed by all persons having interest in such dispute, directing the disposition of the sum, or in the absence of such authorization. Escrow Agent may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent is not required to bring an appropriate action or proceeding for leave to deposit the sum in court, pending such determination. In making delivery of the monies in the manner provided for in this Agreement, Escrow Agent shall have no further liability in the matter.

Escrow Agent has executed this Agreement at the end thereof to confirm that Escrow Agent is holding, and will hold the monies in escrow pursuant to the provisions of this paragraph. Nothing contained in this Agreement shall prevent Escrow Agent from representing SELLER in this transaction.

23. Non-Foreign Person. The SELLER represents that the SELLER is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and at the Closing will deliver to BUYER an affidavit in the form required to confirm such statement. SELLER also agrees to provide to BUYER information necessary for BUYER to file a form 1099S.

24. Bankruptcy. The SELLER represents that the SELLER is not a debtor in any case pending under the United States Bankruptcy Code. Should the SELLER become a debtor, whether voluntarily or involuntarily at anytime prior to closing, or should Alpha Builders, Inc. be now or become a debtor under the Bankruptcy Code prior to closing, then this agreement shall be null and void and the deposit held in escrow shall be refunded to the BUYER.

25. Notices. Any notices hereunder shall be given in writing by (i) certified mail, return receipt requested; (ii) a national overnight courier service; or (iii) by facsimile with the original sent by first class mail and sent as follows:

SELLER:

Alpha Builders, Inc.
46 Center Square
East Longmeadow, MA 01028
Tel: (413)
Email:

with a copy to:	John E. Drost, Esquire 46 Center Square East Longmeadow Tel: (413) 486-1110 Email: jed@fitzgeraldpc.com
BUYER:	Park View South, L.L.C. Union Station – Suite 300 1 Peter Pan Way Springfield, MA 01103 (413) 781-2900 Email: brian@peterpanbus.com
with a copy to:	Michael R. Siddall, Esquire Siddall & Siddall, P.C. 1350 Main Street, Suite 210 Springfield, MA 01103 Tel: (413) 732-3600 Email: msiddall@siddalllaw.com

Any notice shall be effective upon (i) placement with a national overnight courier service; (ii) receipt of mailing certified mail, return receipt requested; or (iii) on the date faxed.

26. Concluding Provisions.

(a) Entire Agreement. This Agreement contains the entire understanding of the parties with regard to the subject matter contained herein. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

(b) Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns.

(d) Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

(e) Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

(f) Arbitration. In the event of any dispute among any parties bound by the terms of this Agreement, such dispute shall be settled by arbitration in accordance with the rules of the American Arbitration Association as then existing in Springfield, Massachusetts, and judgment upon the award rendered may be entered in any court having jurisdiction.

(g) Counterparts. This Agreement may be executed in one or more copies, each of which shall be deemed an original.

(h) Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

(i) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(j) Exhibits. All exhibits referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.

(k) Effective Date. This Agreement shall be dated and effective as of the date signed by the last party to sign.

(l) No Offer. The delivery of an unexecuted copy of this Agreement shall not be deemed an offer. No rights are to be conferred upon any party until this Agreement has been executed and delivered to each party.

(m) Genders. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.

(n) Initialing. Each page which contains a handwritten or typewritten change and each exhibit which is not attached to this Agreement shall be initialed or signed by each party.

(o) Confidentiality. SELLER and BUYER agree that any information furnished by either of them to the other shall be treated as confidential and shall not be disclosed to persons or entities other than those associated with SELLER or BUYER who have a need to know such information in connection herewith.

[SIGNATURE PAGE TO FOLLOW]

SELLER:

Alpha Builders, Inc.

By: _____
Fotios I. Gazis
Its duly authorized President

BUYER:

Park View South, L.L.C.

By: _____
Brian R. Stefano
Its duly authorized Manager

The undersigned Escrow Agent joins this Agreement solely for the purpose of acting pursuant to the provisions of Section 22 herein.

Fitzgerald Law, P.C.

By: _____
John E. Drost, Esquire

NOTICE OF OPTION TO PURCHASE

Notice is hereby given of the following described Option to Purchase:

Parties to Option:

Optionor: Alpha Builders, Inc.
46 Center Square
East Longmeadow, MA 01028

Optionee: Park View South, L.L.C.
Union Station – Suite 300
1 Peter Pan Way
Springfield, MA 01103

Date of Execution:

September 30, 2025

Description of Option Premises:

The property known as 55 Avocado Street, Springfield, Hampden County, Massachusetts, as more particularly described in a Deed from Michael Vallides and James Vallides to Alpha Builders, Inc. dated April 9, 2010 and recorded in the Hampden County Registry of Deeds in Book 18286, Page 154.

Term of Option:

Commencing on September 30, 2025 and terminating on March 30, 2027.

Rights of Extension:

One (1) option to extend for a period of six (6) months.

WITNESS the execution hereof under seal by said parties to said Option to Purchase.

Witness LAURA GRISWOLD

OPTIONOR:
Alpha Builders, Inc.

By: _____
Fotios I. Gazis
Its duly authorized President

Witness

OPTIONEE:
Park View South L.L.C.

By: Brian R Stefano
Brian R. Stefano
Its duly authorized Manager

State of South Carolina
~~Commonwealth of Massachusetts~~

Greenville
~~Hampden~~, ss.

On this 30 day of September, 2025, before me, the undersigned notary public, personally appeared Fotios Gazis, President of Alpha Builders, Inc. who provided his identity to me:

✓ by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,

___ by taking the oath of a credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,

___ by satisfactory evidence of photographic identification of signatory, which was his current Massachusetts driver's license,

and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the document voluntarily for its stated purpose.

LAURA GRISWOLD
Notary Public
My Commission Expires: June 16, 2031

LAURA GRISWOLD
NOTARY PUBLIC
My Comm. Exp
Jun 16, 2031
STATE OF SOUTH CAROLINA

Commonwealth of Massachusetts

Hampden, ss.

On this 24th day of September, 2025, before me, the undersigned notary public, personally appeared Brian R. Stefano, Manager of Park View South, L.L.C. who provided his identity to me:

X by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,

___ by taking the oath of a credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,

___ by satisfactory evidence of photographic identification of signatory, which was his current Massachusetts driver's license,

and swore to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Michael R. Siddall
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 26, 2031

CHERYL A. COAKLEY-RIVERA, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
E-RECORDED

Executive Summary



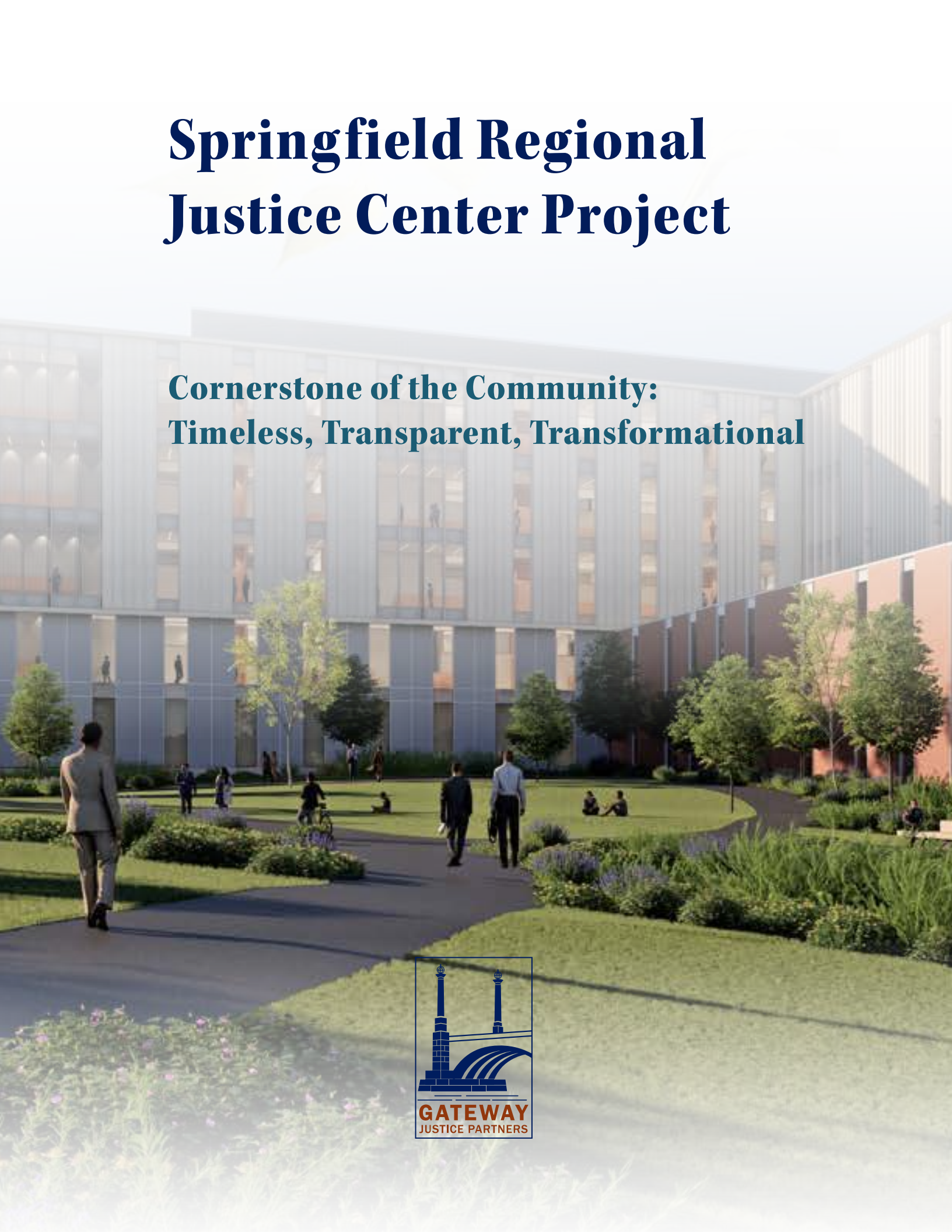
View of Justice Center across the river, day



View of Judge's Office in the new Springfield Regional Justice Center

Springfield Regional Justice Center Project

Cornerstone of the Community: Timeless, Transparent, Transformational



GATEWAY
JUSTICE PARTNERS

01

THE OPPORTUNITY



Gateway Justice Partners' proposal presents a transformative opportunity for the Commonwealth: the Springfield Regional Justice Center will modernize the Massachusetts Trial Courts while anchoring a new phase in Springfield's civic and economic renewal.

This proposal is more than relocating a building. It is a catalyst for growth and pride in one of the Commonwealth's most important Gateway Cities. Positioned along Springfield's Connecticut River waterfront, the Justice Center reconnects the City to its natural landscape, secures private investment in the North End, and creates a civic landmark that serves as both a symbol and a working tool of justice.



Front view of new Springfield Regional Justice Center

Anchored on this iconic site, the Justice Center will deliver:

ECONOMIC GROWTH hundreds of construction jobs over three years and $8 million in annual tax revenue.

URBAN REVITALIZATION New activity on the riverfront, attracting private housing, retail, and open space investment.

INCLUSIVE DESIGN Barrier-free access, multilingual signage, and daylight-filled interiors that reduce stress and create a healthy building for all occupants.

SUSTAINABILITY LEADERSHIP LEED Silver, EV charging, and energy efficiency by using geothermal wells, all supporting the Commonwealth's decarbonization goals, with PV-ready design for future installation by a third party.

02



BEST VALUE

In line with DCAMM's preference, Gateway Justice Partners is offering a gross, flat rent proposal that includes the fixed cost of Landlord Improvements, Landlord Services, and Capital Improvements for the 40-year Initial Term. Due to the lease duration, our approach ensures best value by proposing utilities, insurance and real estate taxes on a pass-through basis.

> This commitment is provided in parallel to a low-cost financing solution that will achieve an AA credit rating due to the Fengate, Gilbane, and EllisDon financial strength, long-term lender relationships, and performance history.

The Lease currently contemplates that the Landlord will retain ownership of the premises at the end of the term. While that approach can be suitable in other contexts, it may not generate the best value for the Commonwealth for the purpose-built Justice Center.



View of courtroom floor corridor

Gateway Justice Partners proposes an automatic transfer of ownership of both the building and the land upon which it's located to the Commonwealth at the end of the 40-year term—at no additional cost.

The Commonwealth retains the significant long-term value of the facility it has invested in.

Gateway Justice Partners provides a range of cost saving alternatives for DCAMM's consideration in Appendix A8, including revised rent structures with sculpted payments aligned to capital improvements or a step-down after debt repayment in Year 30 that offers savings while preserving predictability.

While our proposal includes off-site works and improvements that will be completed prior to completion, these are not included in the Annual Rent and will be funded by Gateway Justice Partners.

03



THE TEAM

Gateway Justice Partners brings together national leaders and trusted local partners delivering unparalleled courthouse expertise, specialized justice property management, and a deep commitment to community benefit.

EXPERTISE Over 100 courthouse projects totaling 9 million sf, with DLR Group ranked the #1 justice design firm by Building Design + Construction, ensuring the facility is designed for secure circulation, efficient operations, and long-term usability.

DEPTH Participation in over 100 public-private partnerships (P3) and alternative financing procurement projects, having closed financing on projects totaling more than $70 billion, providing execution certainty.



View of Judge's Office

EXPERIENCE & LABOR SUPPORT Generating $7 billion in annual revenue, Gilbane recently delivered $2.8 billion in justice facility projects. As the largest construction manager based in New England, the firm has proactively engaged major Western Massachusetts labor unions to ensure both delivery capacity and strong union support for this opportunity.

COURTHOUSE ASSET MANAGEMENT Fengate and EllisDon Facilities Services collectively manage 51 million sf under long-term contracts, including purpose-built justice centers that have been operating for 12+ years, demonstrating their expertise in ensuring continuity of critical justice operations.

THE TEAM *continued*



LOCAL STRENGTH Opal, Caolo & Bieniek, Tighe & Bond, and WinnCo bring deep local roots through transformative Springfield projects. Together with Gilbane and Fengate, they will deliver a robust Community Benefits Program backed by letters of support and input from Springfield residents.



ECONOMIC IMPACT Development partners are positioned to double the impact of the Commonwealth's investment by anchoring future riverfront housing, retail, and open space improvements, multiplying the value of every public dollar spent.

WinnCo's expertise positions them to provide new middle income and workforce housing conveniently adjacent to the Justice Center.



SUSTAINABILITY Led by regional experts, The Green Engineers, the net-zero ready designed Justice Center will be at the forefront of energy efficiency and sustainability and the implementation of the Commonwealth's policy objectives.



ACCESS & OPPORTUNITY Gateway Justice Partners consistently exceeds clients' diversity participation goals, including 40% diverse participation at DCAMM's UMass Boston project.



View of Main Entry Plaza

Collectively, this team offers unmatched technical depth, certainty in delivery and operations, and an unwavering commitment to Springfield's future.

04

COMMUNITY ENGAGEMENT



Our Community Engagement Committee will lead outreach and engagement efforts throughout every phase of the Project - including design, permitting, construction, and operations. These efforts are aimed at identifying potential benefits to the surrounding neighborhood and will culminate in the development of a comprehensive Community Benefit Program.

A key component of this outreach will be the Gateway Justice Partners' Access & Opportunity Council, which will actively promote inclusive participation. This includes facilitating job opportunities and encouraging the involvement of diverse businesses in both the construction and ongoing operations/maintenance of the Justice Center.



Perspective - Liberty Street underpass to Clinton Street

The committee consists of these initial members:

Community Engagement Committee

Peter Picknelly, Opal

Maddison Sharples, Fengate

Michael V. O'Brien, WinnCo

Shallom Adewale, Gilbane

Gladys Oyola, New North Citizens' Council

Ivelisse Gonzalez, Women on the Vanguard

COMMUNITY ENGAGEMENT *continued*

Gateway Justice Partners has also engaged with adjacent landowners to share and develop a comprehensive waterfront masterplan and vision. As the project progresses, the team will implement an enhanced outreach strategy to ensure inclusive participation for additional community members, such as the Chamber of Commerce, Partners for Community, St. George's Greek Orthodox Church and the Pioneer Valley Riverfront Club. Enhanced outreach strategies include:

» Written outreach materials provided in Spanish and Russian

» Simultaneous oral translation at community meetings

» Partnerships with community-based organizations, such as the New North Citizens Council to represent minority and environmental justice populations

» Advanced notification about the Project to neighboring communities, as well as ongoing outreach through design, permitting, construction, and operations.



View from Highway

Gateway Justice Partners have engaged several community members and groups who have provided support letters:

Pioneer Valley Transit Authority

Domenic Sarno, Mayor of Springfield

Cheryl A. Coakley-Riveria,
Hampton County Registry of Deeds

Western MA Building Trades Union

New North Citizens Council

Andrew Melendez,
Latino Economic Development Corporation

Women on the Vanguard

Norman Roldan, North End community member

James Vallides, North End business and property owner

Investing in the Communities We Serve

On the recently completed Prince George's County School Bundle Phase 1 Project, Fengate and Gilbane's Community Benefit Program enhanced the quality of life for students, parents, staff, neighborhood residents, and local businesses. This program provided meaningful long-term benefits through tangible employment and internship opportunities, workforce and business training, community enhancements and over $1.75 million in financial scholarships.

> ***"It is important that we not only contribute to the physical infrastructure but also to the communities in which we build."***
>
> - Martin Klepper, Chairman, US Infrastructure, Fengate

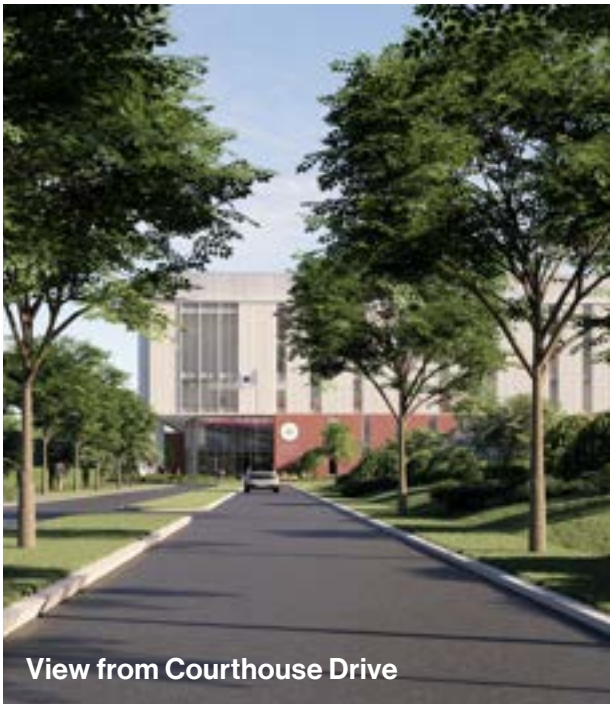
05

EVALUATION CRITERIA

Gateway Justice Partners brings deep experience delivering purpose-built justice facilities and long-term asset management programs.

> That expertise is reflected in every aspect of the Springfield Regional Justice Center's design, ensuring full alignment with DCAMM's RFP Evaluation Criteria.

The following pages highlight how the Project addresses each of DCAMM's requirements.



View from Courthouse Drive

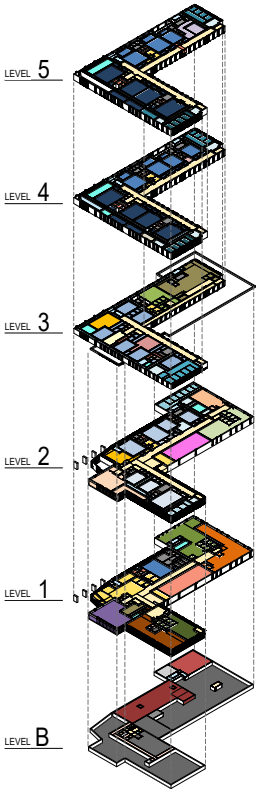


View from across the river at Dusk

USABLE AREA AND TYPE OF SPACE

The purpose-built Justice Center offers DCAMM and the Commonwealth a contemporary building tailored to meet the specific needs of the diverse group of user agencies that will serve the Massachusetts Trial Court and the citizens of Springfield.

Courtrooms, chambers, office space, customer service counters, secure holding areas, records storage, and an array of support spaces are delivered in a welcoming, trauma-informed environment. The design is achieved within DCAMM's Usable Area target of 220,000 sf to 300,000 sf, equaling 246,189 sf.



EVALUATION CRITERIA *continued*

LOCATION

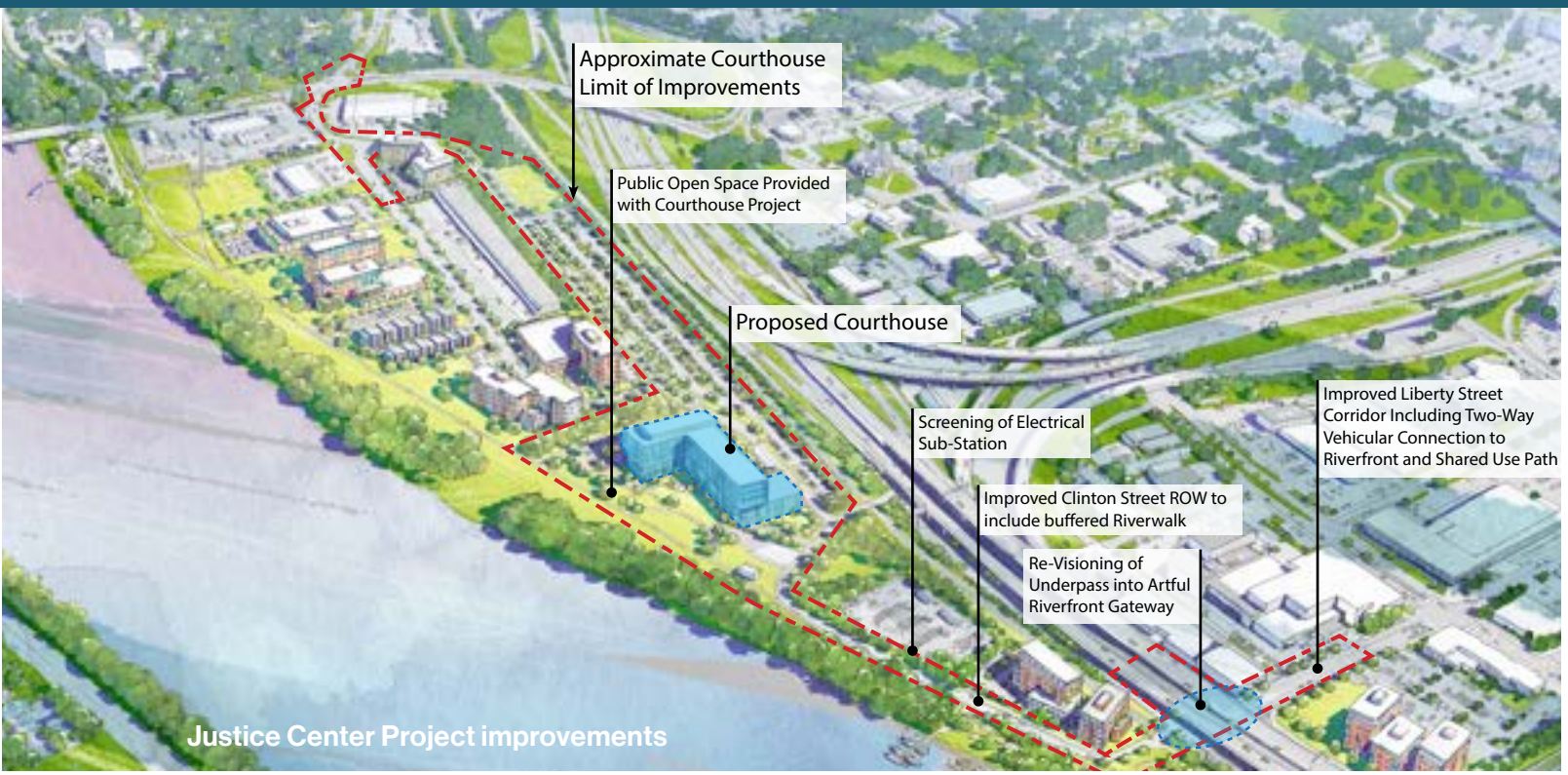
Our site maximizes ease of access and connectivity by combining direct highway access with local vehicular, pedestrian, bicycle, and public transit links. Its location on the North End waterfront ensures convenient regional access while strengthening safe, barrier-free connections to downtown Springfield.

> Two points on the site provide direct connections to downtown Springfield, surrounding neighborhoods, and the region.

From the north, the signalized intersection at Avocado Street and West Street (US Route 20), which will branch onto the newly developed Courthouse Drive that will usher visitors and staff to the Justice Center along a tree-lined boulevard. Access to and from the south will be routed through Clinton Street and an improved intersection at Liberty Street, providing direct access to downtown Springfield.

> This site will connect downtown Springfield and the North End, and improve access to the Connecticut River for the first time in 60 years.

Improved pedestrian and bicycle crossings across West Street will connect the North End neighborhood to the site; while a multi-modal pathway at the Liberty Street intersection will provide safe and efficient connections from downtown Springfield to the Riverwalk and Courthouse site.



Justice Center Project improvements

All required parking (722 spaces) is provided on-site at the Justice Center **provided free of charge** to Courthouse staff and visitors.

Pedestrian-friendly pathways, landscaping and safety lighting enhance the procession from parking to the Courthouse building.

In addition to the easily accessible outdoor amenities of the Connecticut Riverwalk and Bikeway, the site offers a variety of retail, grocery, service facilities, and food establishments within 0.25 miles, including a dedicated cafe on Level 02 of the Justice Center.

EVALUATION CRITERIA *continued*

BUILDING CONDITIONS OF THE PROPOSED PREMISES

All planning aspects of the Justice Center are focused on preferred operational adjacencies and enhanced user experience. Highly legible, the building entry is the focal point of the site approach, providing a strong visual cue for wayfinding. At five stories above grade, the new Justice Center is user-friendly, minimizing the vertical stratification of program in a low-rise building. Internal circulation systems for public, staff, and secure movement all remain separated for security purposes and only converge in the controlled setting of the courtroom.

The first two floors, or building podium, offer larger floor plates allowing convenient access to high-volume departments and program components such as Clerk and Probation offices. The “L” plan shape that rises out of the two-story podium is organized around eight courtrooms per floor. The “L” planning concept allows for efficient column bay spacing to best serve the fluctuation in courtroom sizes between Superior, District, Probate and Family, Juvenile, and Housing Court.



Main Entry Plaza



View from Riverfront Public Park

The upper floors orient the public waiting areas toward the Connecticut River offering ample access to daylight and views. Daylight is borrowed across the public waiting area to enrich the courtroom setting, implementing trauma-informed design best practices for those who arrive to court under stress.

The interior environment is further enhanced with appropriately designed acoustic partitions that provide the necessary privacy measures appropriate for a Justice Center, as well as a building envelope design that mitigates external forces.

> Overall, the exterior building design will root the building as a symbol of institutional purpose and public trust in Hampden County and establish the facility as a forward-thinking, energy efficient hub that will serve the needs of the modern justice system.

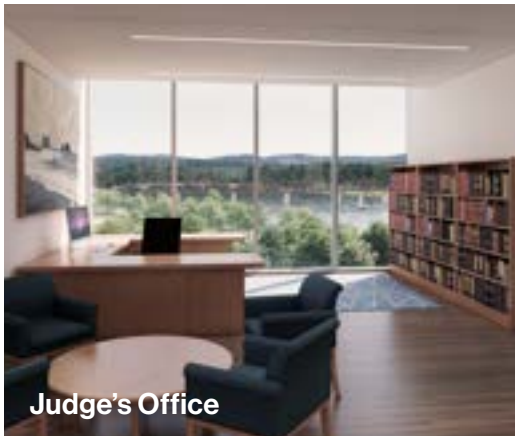
The integrated building solution embraces a wide array of sustainable strategies to elevate building performance and occupant wellness. Our net-zero ready design uses the abundant site area to establish a robust geothermal well field. The interior environment will have an added focus on indoor air quality and the use of red list-free materials. Other features include all-electric systems and advanced temperature controls that will contribute to a LEED Silver solution.



Typical corridor



Main Entry Plaza



Judge's Office


GATEWAY
JUSTICE PARTNERS



Access to the flythrough animation for the new Springfield Regional Justice Center

Exemption (n) - security or safety of persons or buildings

Stakeholder Letters of Support



Clackamas County Circuit Courthouse - Ribbon Cutting
Fengate and DLR Group



Clackamas County Circuit Courthouse
Fengate and DLR Group

September 2, 2025

Adam Baacke, Commissioner
Commonwealth of Massachusetts
Executive Office of Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108

Honorable Heidi E. Brieger
Chief Justice of the Trial Court
Commonwealth of Massachusetts
Executive Office of the Trial Court
1 Pemberton Square
Boston, MA 02108

Dear Commissioner Baacke and Chief Justice Brieger:

This letter is to notify you of the Pioneer Valley Transit Authority's (PVTA) intent to work and coordinate with the developer of the proposed site for the courthouse facility at the north riverfront area in Springfield to ensure effective public transit access. Currently, this area is in close proximity to PVTA's regional transportation services given its closeness to Union Station which serves as PVTA's transit hub as well as route specific access from West Plainfield Street.

This location facilitates the extension of service to ensure the courthouse, and any associated new development is served by public transit allowing access to all the residents in our region.

If you have any questions or concerns, please contact me at 413.732.6248 Ext. 2216 or via email at ssheehan@pvta.com.

Sincerely,

Sandra E. Sheehan
Administrator

The Commonwealth of Massachusetts
COUNTY OF HAMPDEN
REGISTER OF DEEDS
CHERYL A. COAKLEY-RIVERA, ESQ

TELEPHONE
(413) 755-1722/784-0479
FAX (413) 755-1764

October 6, 2025

Mr. Peter Woodford
Division of Capital Asset Maintenance and Management
1 Ashburton Place, 151st Floor
Boston, MA 02108

Dear Mr. Woodford,

I have lived in the North End neighborhood my entire life. One of the greatest honors I have ever received was being elected by the people of the North End to represent them in the Massachusetts House of Representatives for 15 years. I currently serve as the Register of Deeds for the County of Hampden.

I am writing to you in support of relocating the Roderick Ireland Courthouse to the North End Riverfront. I strongly believe that this project along with its spinoff effects, would be a great asset to the North End and downtown area. It would give residents of the North End and Metro areas of the City of Springfield good paying job opportunities, affordable housing opportunities and affordable day care, along with entrepreneurial opportunities. In addition, it will rejuvenate a blighted area of our City, particularly the North End of Springfield which is considered one of the poorest neighborhoods of the Commonwealth. By doing so, it will strengthen our community's connection to the downtown area.

This proposal is not just about building a new courthouse. It is about improving lives and the future of our City!

I look forward to the opportunity to bring the Registry of Deeds back under the same roof as our colleagues and provide better public services for the citizens of Hampden County.

I am hopeful that you will consider these factors as you make this decision.

Respectfully,

Cheryl A. Coakley Rivera
Hampden County Registry of Deeds

WESTERN MA BUILDING TRADES UNIONS

President
Colton Andrews
Laborers Local 596

Vice President
Michael Langone
Plumbers Local 104

Vice President
Jeremy Dunn
IBEW Local 7

Vice President
Michael Lafluer
SMART Local 63

Secretary Treasurer
Joesph Tranghese
Laborers Local 999

Recording Secretary
Anthony Russo
Bricklayers Local 3

October 2, 2025

Peter Woodford, Senior Project Manager

Commonwealth of Massachusetts

Department of Capital Asset Management and Maintenance

1 Ashburton Place, 15th Floor

DCP06 Office of Leasing

Boston, MA 02108

Re: Bid Number: BD-25-1019-DCP06-OOL01-118407

Springfield Justice Center Requests for Proposal

We, the Western MA Building Trades Unions (WMBTU) are pleased to submit this letter of support and exclusivity for the proposal as submitted by the Fengate/ OPAL/ Winn Team for the Commonwealth's Springfield Justice Center (SJC).

We are very grateful to the Commonwealth and its continued reinvestment in the Pioneer Valley/ Western Massachusetts. These new, generational State assets will serve the residents of this region for decades to come. These Department of Capital Asset Maintenance and Management (DCAMM) projects put our Western MA Building Trades Union members to work and train our future workforce. They also allow us to work side by side with owners, construction managers, general contractors, and subcontractors, and put our skills and abilities to the task of building high-quality facilities - built for the long term, finding efficiencies and cost-savings, and ensuring "on time/ on budget" realities. It is who we are and what all our members and we strive for. All of this philosophy and approach is evident in our work and efforts on DCAMM's Holyoke Veterans' Home project, which is now underway. Proof in the pudding.

We strongly support the Fengate/OPAL/WinnCo Proposal because they are both individually and collectively proven and trusted partners of the WMBTU. They, like the Commonwealth and DCAMM, share our philosophies and approaches detailed above. Fengate is also entrusted with the investment and management of our members' pension funds. Their DCAMM selection and participation in the SJC mark a full circle, as the union member dollars put to work by Fengate will aid our pension fund's growth, ensuring our members have a fully supported, well-earned retirement. Regarding the balance of this team, we have just completed Project 1 at 31 Elm Street, Court Square Hotel in Springfield, in collaboration with OPAL and WinnCompanies. It is a testament to our partnership – with this architectural gem now fully restored to historic standards as high-quality, mixed-income apartment homes. Years before the concept became a reality, OPAL/WinnCo entered into a Project Labor Agreement with the WMBTU, and they honored this agreement throughout the construction process. Trust was built on promises made and actions delivered.

Cont. Page 2

PO Box 563 Holyoke, MA 01041
413-772-9772 Fax:413-534-4769
Coltonandrews@wmassbuildingtrades.com

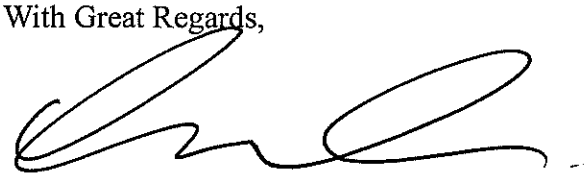
This team has already committed to a Project Labor Agreement with the WMBTU for the SJC once this project is awarded and assigned.

We also believe that the proposed location on the Connecticut River waterfront is excellent for our regional capital city. This City's goal has been discussed for decades. It finally provides unfettered public access to this beautiful environmental asset and also creates real opportunities for future development. This additional economic development presents the perfect opportunity to grow the City's tax base, put people to work, and further connect the Brightwood neighborhood to Downtown. It fully embodies environmental, economic, and DEI justice as well. There are national case studies where state and federal investments in courthouses on abandoned waterfront land have created access, jobs, economic development, revitalization, and environmental cleanup.

Regarding the design, construction, and asset management team assembled, these entities are best-in-class to achieve the State's Trial Court's and DCAMM's vision and goals. DLR's and Gilbane Construction's vast experience in courthouse design and actual construction will give both agencies great comfort that their vision and goals will be achieved (and then some).

We know and understand that DCAMM and the State's Trial Courts will weigh all Request for Proposals submissions for the SJC with a fine-tooth comb. With this approach, we urge you to look very carefully at the macro and micro benefits, and broader positive impacts, of the Fengate/ OPAL/ WinnCo proposal for the State, City, Trial Courts (employees and visitors) and the Brightwood neighborhood and, upon deliberations, select this Team to realize all the positives you set about to achieve for generations to come.

With Great Regards,



Colton Andrews

President

Western MA Building Trades Union

NNCC
NEW NORTH CITIZENS' COUNCIL

New North Citizens' Council, Inc.
2455 Main Street Springfield, Massachusetts 01107-1907
413-747-0090 413-746-4885 Fax 413-737-2321

October 2, 2025

Peter Woodford
Division of Capital Asset Maintenance and Management
I Ashburton Place, 151" Floor
Boston, MA 02108

Dear Mr. Woodford,

I am writing to you in my capacity as Board President of the New North Citizens' Council (NNCC), a longstanding community organization dedicated to providing advocacy, public services, and human services to residents of Hampden County, with a particular focus on Springfield's North End neighborhood. For over 50 years, NNCC has worked tirelessly to support families, promote economic opportunity, and foster community development in this vibrant area.

The New North Citizens' Council strongly supports the relocation of the Roderick Ireland Courthouse to the North End riverfront area in Springfield. This initiative represents a transformative opportunity for our community, aligning perfectly with our mission to enhance the quality of life for North End residents and revitalize underutilized spaces along the Connecticut River.

The current Roderick Ireland Courthouse has long faced challenges related to its aging infrastructure and accessibility. Relocating it to the North End riverfront, specifically the proposed site on Avocado Street, would not only address these issues by providing a modern, efficient facility but also bring substantial benefits to our neighborhood. This development would stimulate economic growth through job creation during construction and ongoing operations, attract additional investment to the riverfront, ensure that the existing legal community remains in proximity to the court, and improve public access to essential legal services for underserved populations in the North End.

Many of our residents, including low-income families and communities of color, would benefit from a more conveniently located courthouse, reducing barriers to justice and promoting equity. We believe this relocation would serve as a catalyst for positive change and serve to strengthen our interconnected neighborhoods.

The New North Citizens' Council stands ready to collaborate with DCAMM, city officials, and other stakeholders to ensure this project meets the needs of our community, and we urge the Asset Management Board and all decision-makers to approve this proposal.

Thank you for considering our perspective.

Gladys Oyola-Lopez
NNCC Board President

Cc: Peter A. Picknelly, OPAL Real Estate Group

An affiliate of:

To Whom It May Concern:

If you want to create a new ecosystem of businesses, housing, and civic spaces that truly redefines what it means to live, work, and play in Springfield, then the proposed project in the North End deserves serious consideration. Led by Peter Picknelly and his team, this initiative presents an opportunity to reimagine an area that has long remained underdeveloped and underutilized.

The project's concept—to combine new residential development, commercial space, and a modern courthouse—offers a holistic approach to urban revitalization. It brings together economic development, community investment, and public infrastructure in a way that can catalyze long-term growth and stability for the North End and the city as a whole.

This effort has the potential to create a balanced environment where businesses can thrive, residents can live comfortably, and civic services are accessible and modern. By focusing on connectivity, walkability, and mixed-use design, it can serve as a model for how Springfield continues to grow responsibly while maintaining its character and community identity.

I support the continued exploration and advancement of this project and encourage collaboration among city leaders, developers, and residents to ensure the vision reflects the community's long-term needs and aspirations.

Sincerely,

-Andrew Melendez

CEO – Latino Economic Development Corporation

413-210-2945
413-272-2389

20 Fort Street
Springfield, MA 01103

www.partnersforcommunity.org

October 5, 2025

Peter Woodford
Division of Capital Asset Maintenance and Management
1 Ashburton Place. 151st. Floor
Boston, MA. 02108

Dear Mr. Woodford,

My name is Norman Roldan and I am writing you in support of relocating the Springfield Courthouse to the North End Riverfront location. I lived in the North End for 60 years, just recently relocating due to family considerations. I represented the North End of Springfield on the Springfield School Committee for 6 1/2 years. I also served on Springfield Police Commission for 3 years and continue in my role as a community activist. Therefore, I am well aware of the challenges facing the North End Community.

There is absolutely no question that this project would be a “game changer” for the North End and its residents. I urge the decision makers to support this project.

Thank you for your consideration.

Sincerely,

Norman Roldan

Email: Normroldan413@gmail.com

Cell number: 413-317-1700



Mr. Peter Woodford, Senior Project Manager
Commonwealth of Massachusetts
Department of Capital Asset Management and Maintenance
1 Ashburton Place, 15th Floor
DCP06 Office of Leasing
Boston, Ma 02108

October 10, 2025

Mr. Woodford,

The Opal Real Estate team was kind enough to share their proposal for the Courthouse on Avocado St, which is impressive to say the least. Being a business and property owner on Avocado Street for the past 40 years, I have witnessed firsthand many changes over those years in the neighborhood and would welcome this historical vision becoming a reality. It is exciting to see such foresight, and the positive impact this project would have not only on the North End, but for Springfield as well as the state of Massachusetts. In my humble opinion, being able to see the beautiful architecture of the proposed building from the highway when entering or leaving Massachusetts would certainly leave a lasting impression of both Massachusetts and city of Springfield on visitors and locals alike. As a long-standing member of the community, I would be proud to see this project come to fruition in our backyard.

Sincerely,

James Vallides
President
90 Meat Outlet
Springfield, Ma 01104

October 8,2025

Peter Woodford

Division of Capital Asset Maintenance and Management

1 Ashburton Place, 151 st Floor

Boston, MA 02108

Dear Mr. Woodford,

Woman on the Vanguard Inc. is a Grass Root organization, where we advocate for the best interest of our Hispanic population especially in the North End of Springfield, MA. After careful consideration and research of the different proposed sites for the Roderick Ireland Court house, we, Woman on the Vanguard, and signed petitioner's, believe that the Riverfront development will be the best choice for the development.It will bring much needed affordable housing, jobs, business expansion, security, and so many other benefits that our community is in need.

The proposed site will bring a new perspective to our North End community, by expanding, revitalizing, beautifying and bringing us into the next century with ecofriendly alternatives.

We respectfully urge you to consider this proposal , it serves all the needs of our community and our City and it is not just a court house but an investment in our community for years to come.

Sincerely,

Ivelisse Gonzalez, Women on the Vanguard Inc. VP / Petitioner”s

Cc. Peter A.Picknelly,Opal,Real Estate Group

Riverfront Court House on Avocado St

Name	Address	Signature	Agree
Josephine Smith	414 Chestnut Apt 401 SPFLD Mass 01104		✓
Kimberly Cop	414 chestnut St #320 SPFLD MA 01104	Kimberly Cop	
Julie Duran	414 chestnut st apt 1128 SPFLD MA		✓
CAROLYN PRATT	414 CHESTNUT ST #931 SPFLD, MA 01104	Carolyn Bratt	✓
Norma Hernandez	414 Chestnut ST Apt 320	Norma Hernandez	✓
Anne Beard	414 CHESTNUT APT 120	Anne Beard	✓
Ana Gonzalez	414 chesunt Apt 605	Ana González	✓
Genevieve Rivera	414 Chesnut apt 721	Genevieve Rivera	
Yazmina Arzola	414 Chesnut apt 905	Yazmina Arzola	✓
NOEMI Portilla	414 Chestnut St Apt 926	Noemi Portilla	✓

Riverfront Court House on Avocado St

Name	Address	Signature	Agree
Wm Hahn	105 Division Apt 309	Wm Hahn	Yes
Lindrones Cruz	145 Chapin Ter 01107		yes
Gladys Oyola-Lopez	38 Rowland St 01107		Yes
Robert Lopez	40 Rowland St 01107		Y
Gabriel Lopez	38 Rowland St #B 01107	Gabriel Lopez	Y
Camryn Lopez	38 Rowland St. #A 01107	Camryn Lopez	Y
Juanita Molina	38 Rowland St. #A 01107	Molina	Y
Israel Vazquez Rosa	105 Division St Apt 602 01107		yes
Blanca Rivera	103 Division St #1 #103 01107	Blanca Rivera	yes

Riverfront Court House on Avocado St

Name	Address	Signature	Agree
[illegible]	[illegible]	[illegible]	S
Yaira Batista	6 Springfield st Apt 2, Springfield MA 01107	Yaira Batista	Yes
Jose Arnaldo Muniz Acosta	145 Chapin Ter Springfield MA 01107	[illegible]	Yes
Skeyla Acosta	145 Chapin Ter Springfield, MA 01107	[illegible]	Yes
VICTOR MUNIZ ACOSTA	145 CHAPIN TER SPRINGFIELD 01107	VICTOR MUNIZ ACOSTA	YES

Riverfront Court House on Avocado St

Name	Address	Signature	Agree
Miguel Angel Gonzalez	414 Chestnut st apt #2a Springfield MA 01104		Yes
Cecilio Ruiz	414 Chestnut St Apt 6 3rd Springfield MA 01104		yes
Cecilia Ruiz	2752 Main St Spfld Ma 01107		yes
ARSEL COLÓN	414 Chestnut st Spfld Ma 01104		✓
Loreli Gaetke	414 Chestnut St Apt # 805 spfld 01104	Loreli Gaetke	✓
Sylvia Sánchez	414 chestnut st. apt 801		✓
Francisca Fuentes	414 Chestnut st Spfld Ma. 01104		✓
Caly Vazquez	414 Chestnut St. Springfield MA 01104		✓
Janette Rivera	414 Chestnut St SPFLD, Ma 01104		✓
Evelyn Sanchez	↑ Same Above		✓

Riverfront Court House on Avocado St

Name	Address	Signature	Agree
MACK Kelly	414 Chestnut St Spfld, MA	Mack Kelly	✓
Carmen Mendoza	414 Chestnut St Spfld 1 mg	Carmen Mendoza	✓
Pedro Delgado	414 Chestnut St spfld 1 mg	Pedro Delgado	✓
Lucy lopez	414 Chestnut St Spfld Ma	Lucy Lopez	✓
Jose Antonio Lopez	414 Chestnut Spfld Ma	José Lopez	✓
Jose Torres	414 CHESTNUT ST SPFLD MA	Jose Torres	✓
Luis López	414 chestnut spfld Ma		✓
Matilde Mateo	414 chestnut spfld Ma	Matilde Mateo	✓
Carol Recos	414 Chestnut Spfld, MA	Carol Recos	✓
wilfredo perez	414 CHESTNUT ST SPFLD	W. Perez	✓

Iris Perez 414 Chestnut St spfld Ma 01104 Iris Perez ✓

Karen Pietras 414 Chestnut St SPFLD MA 01104 ✓

Barbara Robinson 414 Chestnut St Spfld, Mass. 01104

Appendix A1

Landlord's Team







A1

Landlord's Team

Gateway Justice Partners (GJP) combines unparalleled experience in public-private delivery, with more than 100 P3 and Alternative Financing Procurement projects across North America representing over $70 billion in closed transactions.

This depth of experience means DCAMM and the Massachusetts Trial Court (TRC) has a partner that knows how to structure and finance complex civic facility projects, keep them on budget, and sustain them over decades of operation.

For the Springfield Regional Justice Center (SRJC, the Project), that means a courthouse designed, financed, and managed to perform as a resilient civic building—delivered on time, operating efficiently, and built to last for generations.

Collectively, the consortium has delivered and maintained some of the most complex social infrastructure projects in the market—including the Clackamas County Circuit Courthouse (OR) and the Worcester Trial Court Complex (MA)—both completed on time and serving as long-term operational successes.

The partnership builds on a long history of collaboration—Fengate, Gilbane, DLR Group, and EllisDon together have pursued more than 100 projects, giving DCAMM a cohesive, highly experienced team structured to deliver certainty on a project of this scale.



CASE STUDY

Clackamas County Circuit Courthouse

The Clackamas County Circuit Courthouse, a 257,000 sf facility, stands as one of the fastest alternative procurement projects ever completed in the U.S. Fengate, serving as the majority equity partner, lead developer, and lead financier, successfully delivered the project on a fast-track schedule of just 32 months from contract execution to completion. Recognized for its environmental and social impact, the award-winning courthouse achieved LEED Gold certification and boasts a 62.2% annual reduction in greenhouse gas emissions during operations.

"The team of Fengate, DLR Group, and their advisors collaborated with the county and became a trusted partner due to their transparency and open book approach in getting the $313M Clackamas County Circuit Courthouse P3 project to commercial and financial close."

-Gary Barth, Office of the County Administrator, Clackamas County (Retired)

Fengate – Landlord, Finance Lead. A pioneer in the North American P3 market since 2006, Fengate has financed over 30 courthouse and civic projects and manages $40B in assets on behalf of institutional investors. Fengate secures affordability and reliable lease performance through unmatched courthouse financing expertise and long-term stewardship, as demonstrated on the ***$313M Clackamas County Courthouse*** in Oregon.

WinnCompanies – Landlord, Co-Developer. Founded in Boston in 1971, Winn is one of the nation's largest owners and developers of multifamily housing, with deep Massachusetts roots and 54 years of financial stability. Winn strengthens Springfield's neighborhoods and sustains operational performance across the 800+ units it manages (600+ owned) in Springfield. Winn brings significant large scale project experience to the team, including the ***$2B Mary Ellen McCormack*** redevelopment in Boston.

OPAL Real Estate Group – Landlord, Property Owner. Springfield-based developer with a track record of transformative civic and adaptive reuse projects across Western Massachusetts. OPAL anchors the courthouse in Springfield's revitalization strategy, building on civic projects such as the ***Court Square Hotel Redevelopment*** in partnership with the Commonwealth.

Gilbane Building Company – Design-Builder. A family-owned firm founded in 1870, Gilbane has completed 740 Massachusetts projects and is ranked the #1 U.S. correctional builder. Gilbane delivers the SRJC with the certainty of on-time, on-budget construction, as proven by the ***Worcester Trial Court Complex*** — the largest courthouse in Massachusetts.

DLR Group – Architect of Record / Lead Designer. Employee-owned firm founded in 1966, DLR Group is recognized as the nation's #1 justice facility design firm by *Building Design + Construction*, with more than 100 courthouse projects completed. For the SRJC, DLR Group defines the building as a civic landmark—efficient, sustainable, and symbolically powerful—drawing on experience from projects such as the ***Pinellas County Family Court Annex*** (FL), and ***Litchfield Judicial District Courthouse*** (CT).

Annum Architects – Architect, Exterior Design. Boston-based, minority-owned practice with 40+ years shaping civic and preservation projects, including State House renovations and courthouses. Annum elevates the SRJC exterior with a sustainable, contextually grounded design, reflecting lessons from the ***Springfield Technical Community College Learning Commons***.

Caolo & Bieniek Architects – Architect, Local Design Support. Springfield firm with six decades of experience shaping the region's civic institutions through preservation and modern design integration. CBA embeds Springfield's identity into the courthouse, reinforced by its role in landmark projects such as the ***West Springfield Public Library***.

Tighe & Bond (and Halvorson) – Civil Engineering, Traffic/ Transportation, Landscape, Master Plan & Permitting. Founded over a century ago in Holyoke, MA and headquartered in Westfield, MA, with 15 Northeast offices, the firm offers full-service site, civil, and environmental engineering. Tighe & Bond streamlines approvals and establishes a functional, welcoming site that balances technical performance with civic impact, building on courthouse work such as the ***Hampshire County Family & Probate Court in Northampton***.

The Green Engineer (TGE) – Sustainability & Energy Consultant. Founded in 2005 in Concord, MA, TGE is an employee-owned Benefit Corporation nationally recognized for decarbonization planning, carbon analysis, and certification management. TGE positions the SRJC to achieve a resilient, low-carbon facility aligned with DCAMM's mandates, continuing its track record from the ***Lowell Trial Courts***.

Salas O'Brien – Energy Modeling/MEP-FP Engineering. National engineering firm with extensive courthouse experience and 50+ DCAMM projects, specializing in resilient MEP/FP systems. Salas O'Brien equips the SRJC with safe, efficient, and sustainable systems to safeguard operations, drawing from work at the ***Salem Probate & Family Courthouse*** in Massachusetts.

R&N Systems Design – Security Systems. Nationally recognized specialist in security electronics and detention systems with 20+ years supporting justice facilities. R&N fortifies the SRJC with reliable, integrated security systems, as proven at the ***Clackamas County Courthouse*** in Oregon.

McKay Conant Hoover (MCH) – Acoustics & Media Systems Consultant. Specialist firm with 2,500 projects, including over a dozen courthouses, recognized for advanced acoustic and AV integration. MCH enables courtroom environments that are clear, secure, and accessible, drawing on expertise from the ***Governor George Deukmejian Courthouse*** in Long Beach, California.

Jensen Hughes – Code Consultant. Global safety and code consulting. Jensen Hughes safeguards resilience and compliance with solutions that maximize safety and accessibility, as reflected in its role on the new ***Framingham Regional Justice Center*** in Massachusetts.

McPhail Associates – Geoenvironmental, Geo-Exchange. New England geotechnical specialists since 1976 with 7,000 projects, including the ***Lowell Justice Center***. McPhail underpins the SRJC with foundation and groundwater strategies that reduce subsurface risk and support constructible solutions.

EllisDon Facilities Services (EDFS) – Property Management. Delivers long-term property management and capital renewal work for 20 million sf of public infrastructure projects, including civic and justice facilities. Their experience includes 17 active P3 projects across North America, including the ***Prince George's County Schools Phase II*** in Maryland.

Together, GJP offers a single, integrated team capable of delivering a secure, sustainable, and enduring courthouse that reflects the values of fairness, accountability, and civic pride.

Team Track Record of Collaboration

GJP is built on established working relationships proven across complex, high-value civic and social infrastructure projects. This is not a first-time partnership assembled for the SRJC procurement; our firms have repeatedly delivered large, complex projects under alternative delivery models, including courthouses, civic buildings, and mixed-use redevelopment. For DCAMM, this track record reduces risk and provides assurance of:

- **Proven courthouse expertise** directly applicable to SRJC.
- **Performance under accelerated schedules** in volatile market conditions.
- **Seamless integration** of design, finance, construction, and operations roles across firms.
- **Alignment with local priorities** through projects that advance community, workforce, and Gateway City goals.



$313M Clackamas County Circuit Courthouse (OR)

Oregon's first availability-payment courthouse P3, delivered through an integrated DBFM approach. The project combined complex courthouse programming with innovative financing, including an interest rate hedge that secured affordability despite volatile markets.

FENGATE | DLRGROUP ARCHITECTURE ENGINEERING PLANNING INTERIORS

$544M Prince George's County Public Schools Blueprint Phase 1 (MD)

One of the largest education P3s in the U.S., demonstrating the team's ability to deliver six new schools simultaneously on an accelerated schedule. Fengate structured long-term financing during pandemic market disruption, while Gilbane managed community engagement, permitting, and delivery.

FENGATE | Gilbane





Multiple Courthouse & Detention P3s since 2009

More than a decade of collaboration on complex justice facilities, including the Toronto South Detention Centre and Waterloo Region Consolidated Courthouse. This long-standing partnership underscores the depth of courthouse delivery experience under P3 models.

FENGATE | EllisDon FACILITIES SERVICES INC.

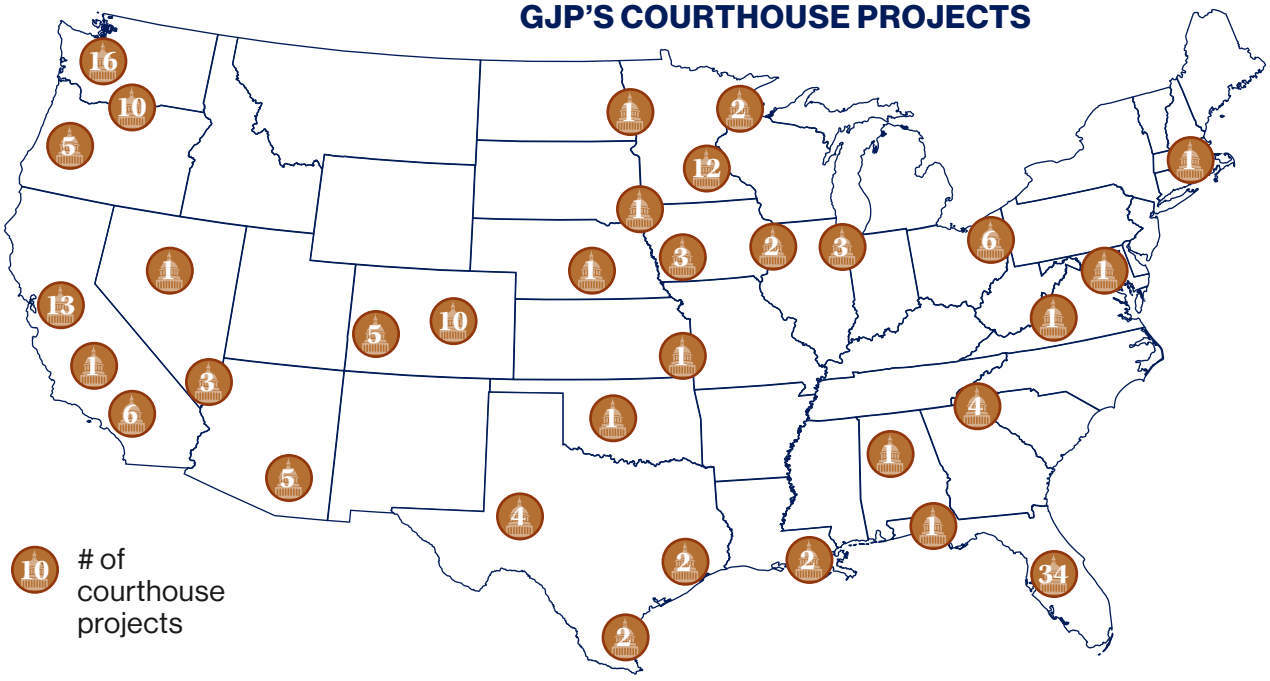
$54.5M ThirtyOne Elm Redevelopment (Springfield, MA)

Transformation of a long-vacant historic property in downtown Springfield into market-rate and workforce housing and commercial space. Demonstrates local presence, public-private coordination, and alignment with Gateway City revitalization goals.

WinnCompanies | OPAL



GJP'S COURTHOUSE PROJECTS



The following sections present firm overviews, organizational charts, reference projects, and personnel resumes, providing a clear view of the Landlord Team, its structure, and the experience brought to the Springfield Regional Justice Center.

Organizational Charts



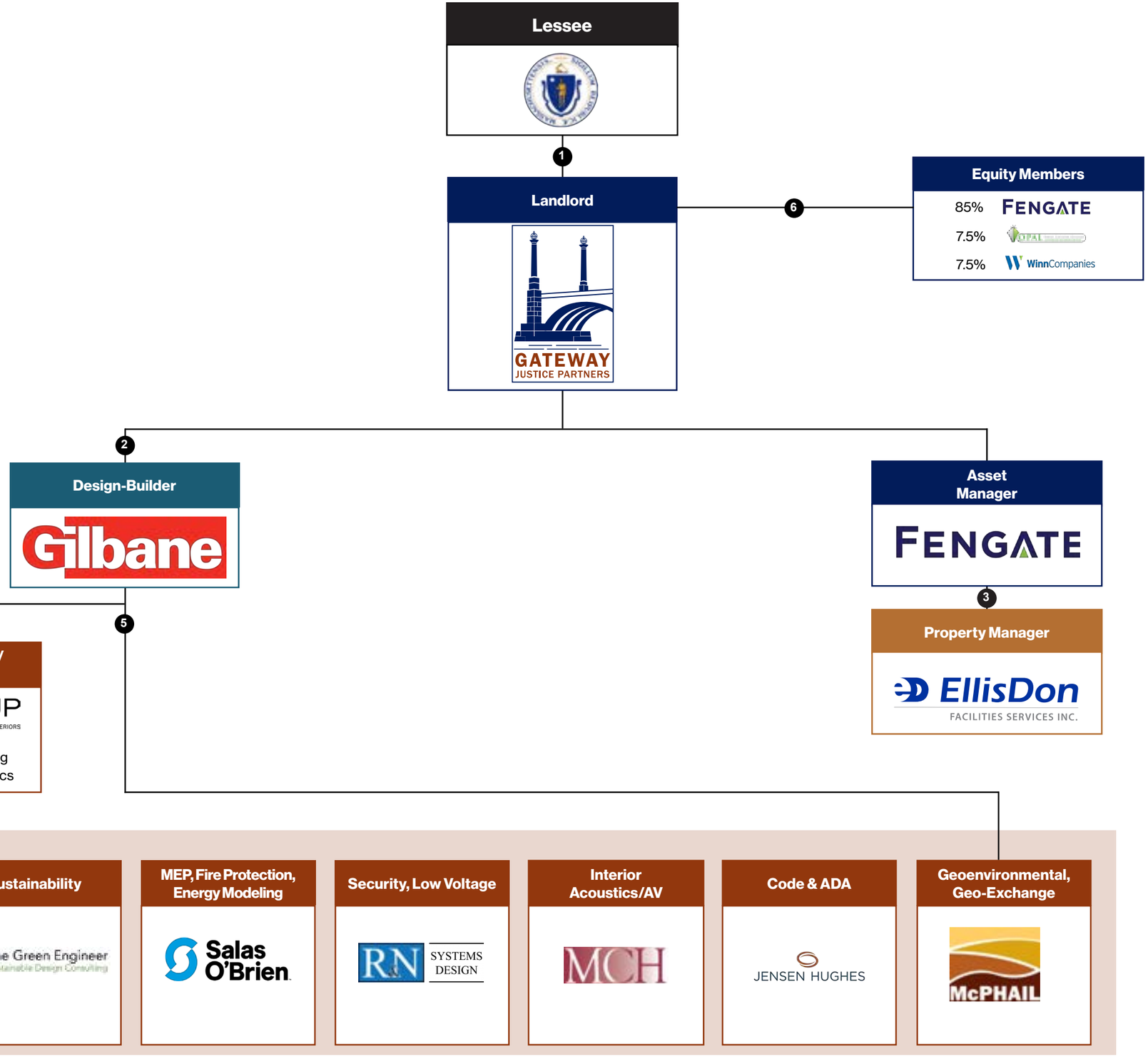
DCAMM Plymouth County Trial Courthouse
Gilbane Building Company



Litchfield Judicial District Courthouse
DLR Group

LEGEND

- Reporting Line
- Landlord
- Construction Team
- Design Team
- Property Management
- 1 Lease Agreement
- 2 Design-Build Agreement
- 3 Property Management Agreement
- 4 Design Agreement
- 5 Subcontractor/Subconsultant Agreement
- 6 Equity Agreements



LEGEND

- Reporting Line
- Collaboration & Interface
- Landlord
- Construction Team
- Design Team
- Property Management
- Advisor & Lenders

F	Fengate
W	WinnCompanies
O	OPAL Real Estate
G	Gilbane
D	DLR Group
E	EllisDon Facilities Services
A	Annum Architects
T	Tighe & Bond/Halverson
N	The Green Engineer
S	Salas O'Brien
R	R&N Systems
M	MCH
J	Jensen Hughes
B	National Bank Financial

● Resume Provided

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

GATEWAY JUSTICE PARTNERS

Project Executive
- Mac Bell F

Steering Committee
- *Martin Klepper* F
- *Gilbert Winn* W
- *Peter Picknelly* O

Community Engagement
- *Maddison Sharples* F
- *Michael V. O'Brien* W
- *Peter Picknelly* O
- *Shallom Adewale* G
- *Gladys Oyola* New North Citizens Council
- *Ivelisse Gonzalez* Women on the Vanguard

Finance Working Group
- Group Lead: *Mark Walker* F
- Group Members: *Nina Yoo* F, *Thomas Ormond* F, *Antony Lawrence* B, *Julian Martensen* B

Project Director
- Bianca Steer F

Principal-In-Charge
- Michael A. O'Brien G

Access & Opportunity Council

Asset Management Team
- Managing Director: *Patrick Freer* F
- Senior Vice President: *Andrea McLean* F
- Vice President: *Egidio Mosca* F
- Vice President: *Paul Paolone* F
- Asset Manager: *Steven Dueck* F

P3 Contract Advisor
- Michael Ricketts G

Project Director
- Peter Oggeri G

Justice Center Expert
- Chris Wilson G

Design Manager
- John Myers G

Senior Project Manager

Property Management Lead
- Colin Flock E

- Chief Estimator
- Civil/Structural/Architectural Estimator
- Mechanical Estimator
- Electrical Estimator
- Scheduler
- Community Impact & Engagement
- Virtual Design & Construction
- Site Security Specialist
- Purchasing Manager
- Interdisciplinary Document Coordination Manager
- Environmental Solutions

Lead Courts Planner
- Rob Fisch D

Design Principal
- Andy Cupples D

Engineering Manager
- Senior Project Engineer
- Project Engineer
- Project Engineer
- Senior MEP Manager
- MEP Project Manager

Senior General Superintendent
- Paul Bertelli G

- Exterior Envelope Superintendent
- MEP Superintendent
- Millwork/Finishes
- Superintendent
- Safety
- Facilities Management Specialist

Property Management Technical
- Bob Howat E

Property Management Planner
- Pete Campbell E

Courts Architect
- Todd Orr D

Design Manager
- Michelle Graham D

Exterior Architect
- Philip Chen A

Property Management Site Manager
- Mark Turuk E

- Maintenance Electrician
- HVAC Mechanic
- Maintenance Technician

- Indoor Environmental Quality Lead: *Ruairi Barnwell* D
- Sustainability Lead: *Sarah Michelman* N
- Permitting Lead: *Briony Angus* T
- Civil Engineer: *Joe Persechino, PE* T
- Traffic/Transportation: *Greg Lucas, PE, PTOE* T
- Landscape Architect: *Robert Adams* T
- Structural Lead: *Derek Smith* D
- MEPFP Lead: *Ilona Prosol* S
- Security, Low Voltage Lead: *Chris Nielsen* R
- Building Acoustics: *Jonathan Hopkins* D
- Interior Acoustics: *Tony Hoover* M
- Interior AV: *Randy Willis* M
- Code & ASA Lead: *Eric Camiel* J

Company Overview & Experience



Clackamas County Circuit Courthouse
Fengate and DLR Group



Wayne L. Morse United States Courthouse
DLR Group



Clackamas County Courthouse Ribbon Cutting, May 2025

FENGATE Landlord, Developer, Finance Lead

As majority equity partner, Fengate anchors Gateway Justice Partners (GJP) with the financial capacity, courthouse experience, and long-term oversight that DCAMM and the Massachusetts Trial Court can rely on.

About Fengate

Fengate is the financial and governance lead of GJP, responsible for structuring, securing, and managing project financing while aligning design, construction, and operations under one framework. This role makes Fengate the central point of accountability for delivery and lease performance.

Courthouse Financing & Delivery Leadership

Since 2006, Fengate has been one of the first financial sponsors active in the North American P3 market, with more than 30 availability-based transactions in operation. Several courthouse projects are now 8–10 years into service, giving Fengate direct experience with operational realities of judicial facilities.

Financial Scale & Reliability

Fengate as a whole has more than 100 assets, which are valued at $40 billion. Its consistent record since 2006 includes 44 mid-market infrastructure investments representing $1.3 billion of equity, with performance exceeding industry benchmarks.

Fengate has never divested equity in a courthouse or civic facility, underscoring its role as a long-term steward.

Fengate by the Numbers

$40B
Total Value of Assets

$30B
Project Financing Raised

60+
Institutional Investors

31M
sf Property Under Management

Certainty of Close in Volatile Markets

Fengate has structured finance for over $30 billion in North American projects using a wide range of approaches to fit the needs of projects and their sponsors. The firm has a consistent record of closing deals quickly and reliably, even in volatile markets—exemplified by the $313 million Clackamas County Courthouse, where Fengate served as 100% equity investor, delivering one of the fastest courthouse procurements in U.S. history.

Established relationships with top-tier lenders, MetLife, BlackRock, MUFG, CaixaBank, and innovative structuring strategies, such as short-term revolvers, private placement bonds, rent sculpting, provide flexibility and affordability.

Integrated Asset Management Perspective

Fengate's in-house asset management team combines financial, engineering, construction, and operations expertise, ensuring continuity from financial close through operations. With concession-wide oversight throughout the lease, Fengate provides a consistently aligned partner that efficiently manages and proactively resolves issues before they affect construction or operations.

With unmatched courthouse financing experience, the scale to raise competitive capital, and a commitment to long-term stewardship, Fengate provides confidence in both the affordability and reliability of the Springfield Regional Justice Center (Project) for decades to come.

1 *Clackamas County Circuit Courthouse · Portland, OR · $313M · Developer & Equity Investor*

2 *Elgin County Courthouse · St. Thomas, Ontario · $249M · Developer & Equity Investor*

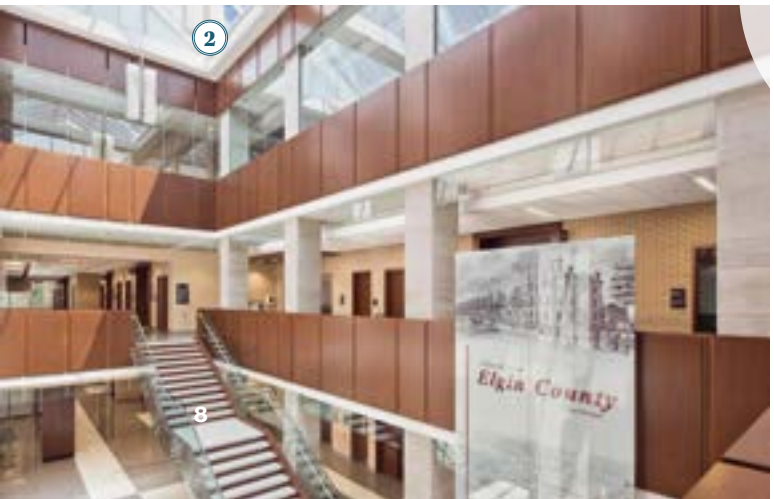
3 *Waterloo Region Courthouse · Kitchener, Ontario · $379M · Developer & Equity Investor*

4 *JFK Terminal 6 · New Jersey · $4.1B · Equity Investor*





Featured Projects







Mary Ellen McCormack Redevelopment Groundbreaking, June 2025

WinnCompanies

Landlord, Co-Developer

WinnCompanies combines award-winning development expertise and an unbroken record of financial stability with deep Massachusetts roots, delivering the assurance that the Project will stand as a durable civic landmark built for the long term.

About WinnCompanies

Founded in Boston in 1971, WinnCompanies is a privately held, family-owned firm that has grown to become one of the nation's leading owners, developers, and managers of mixed-income multifamily housing. Headquartered in Massachusetts with statewide finance and accounting operations, Winn provides GJP with local credibility and proven landlord capacity, directly aligning with the Commonwealth's Gateway City policy goals.

Massachusetts Roots & Gateway City Expertise

Winn has decades of experience revitalizing Massachusetts communities through mixed-income, mixed-use, and adaptive reuse projects. It has partnered with state and local agencies to plan, finance, and develop nearly 25,000 affordable and mixed-income units across the Northeast and Mid-Atlantic, including in Springfield and Holyoke. This experience parallels the long-term civic impact expected of the Project.

Financial Stability & Long-Term Commitment

Across its 54-year history, WinnCompanies has never experienced defaults, foreclosures, or bankruptcies. It has maintained perfect mortgage, tax, and loan payments while navigating six recessions.

Winn's reputation as a long-term landlord means it owns and manages assets for decades, carrying development commitments forward into consistent operational performance.





Scale & Innovation in Development

Supported by 4,400 team members, Winn operates 119,500 apartment units in 27 states, Washington, D.C., and Puerto Rico—the nation's largest affordable housing portfolio. Since 2014, it has stabilized 63 new construction assets totaling nearly 10,000 apartments, while completing eight community rehabilitations that preserved 1,296 homes. Over $80 million invested in energy efficiency, water conservation, and solar PV reflects Winn's integration of sustainability into long-term asset performance.

Commitment to Equity & Community Stability

Winn advances equity through both workforce composition and programs. Its 60% people-of-color workforce (with nearly half women and 52% of managers people of color) makes it one of Massachusetts' most diverse developers. Recognized in 2024 by the Massachusetts Apartment Association for DEI leadership, Winn also drives community stability through its Housing Stability Program, which aims to cut eviction filings by 50% by 2026, earning recognition from the White House and the Urban Land Institute.

WinnCcompanies offers the assurance of a financially stable, Massachusetts-rooted landlord partner that strengthens Springfield's neighborhoods while safeguarding the long-term performance and community impact of the Project.

1 *Sibley Square · Rochester, NY · $200M · Developer, Manager*

2 *ThirtyOne Elm · Springfield, MA · $54.5M · Developer, Manager*

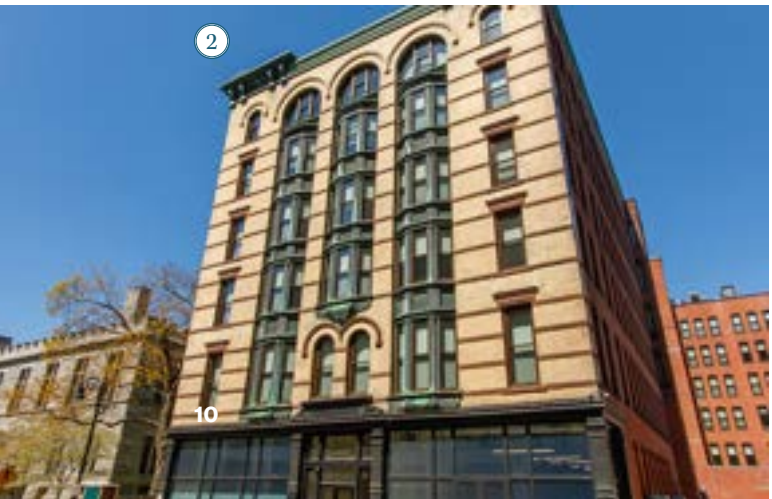
3 *Mary Ellen McCormack · Boston, MA · $2B · Developer, Manager*

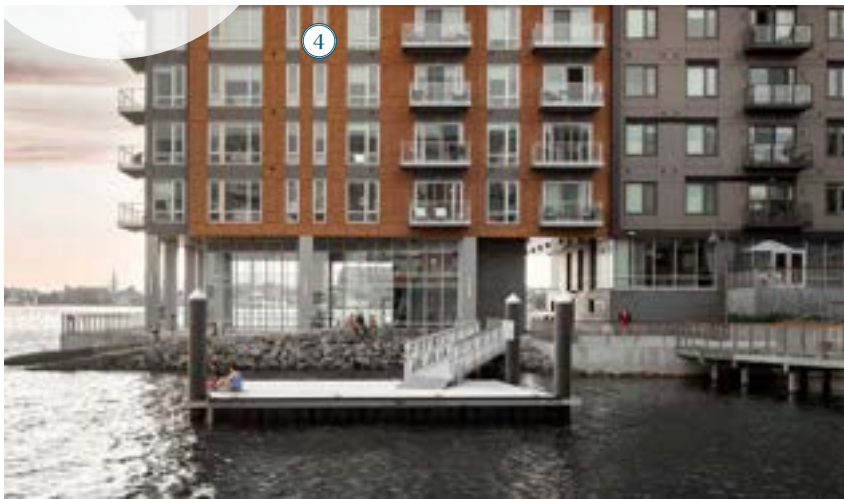
4 *Clippership on the Wharf · Boston, MA · $287M · Developer*



Featured Projects









Springfield Riverfront Redevelopment Presentation, 2022

Landlord, Property Owner

As GJP's Springfield-based development partner, OPAL Real Estate Group provides the local leadership and civic relationships that align the Project with community priorities and make it a visible part of Springfield's broader revitalization.

About OPAL Real Estate Group

Founded and headquartered in Springfield, OPAL is recognized for advancing high-impact developments that combine strong financial performance with lasting community benefit. With deep roots in Western Massachusetts, OPAL brings direct credibility with local stakeholders and a track record of navigating complex public-private partnerships.

Experience in Transformative Civic Projects

OPAL has delivered a portfolio of adaptive reuse, historic preservation, and neighborhood reinvestment projects that reposition challenging sites into long-term community assets. Examples include:

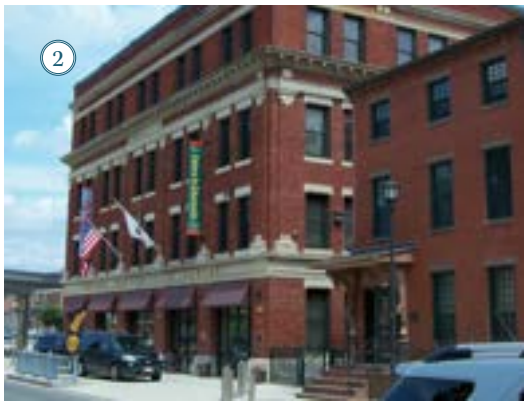
- **Picknelly Adult and Family Education Center (Holyoke):** A mixed-use civic facility integrating transportation and educational uses.
- **Court Square Redevelopment (Springfield):** Advanced in partnership with the Commonwealth, MGM Springfield, and WinnDevelopment, transforming a historic downtown site.
- **ThirtyOne Elm Street (Springfield):** Historic renovation restoring a downtown landmark as part of Springfield's revitalization strategy.
- **Courthouse Square (Westfield):** Part of the Historic Gaslight District renewal.

OPAL positions the Project as a vital state facility and a catalyst for sustainable local growth. By combining development expertise with civic commitment, OPAL enhances the project's feasibility, strengthens its credibility, and aligns it with community priorities.

1 *Courthouse Square · Westfield, MA · $6.5M · 65,000 sf*

2 *Picknelly Adult & Family Education Center · Holyoke, MA · $8.4M · 31,540 sf*







Gilbane **Design-Builder**

As Design-Builder, Gilbane brings unmatched courthouse and justice facility experience, deep Massachusetts roots, and a proven record with DCAMM that together provide the TRC confidence in reliable delivery of the Project.

About Gilbane Building Company

Founded in 1870, Gilbane is a family-owned construction manager (CM) with 155 years of experience and the largest CM firm headquartered in New England. The company has worked in Massachusetts since 1950, completing more than 740 projects valued at $12.6 billion.

With nearly 50 DCAMM projects totaling $1.4 billion—spanning courthouses, correctional facilities, civic centers, and healthcare—Gilbane has built a longstanding relationship with the Commonwealth.

Notable projects include the Worcester Trial Court Complex, the largest courthouse in Massachusetts, delivered on schedule and under budget, as well as the Plymouth Trial Court, Bay State Correctional Center, and Springfield Civic and Convention Center.

The firm's New England Division includes nearly 300 team members, 130 based in Massachusetts, including 42 LEED Accredited Professionals who embed sustainable design and construction practices into every project.

National Justice Facility Leadership

Ranked the #1 Correctional Builder in the U.S. by ENR East (2025), Gilbane has delivered more than $2.8 billion in justice facilities over the past decade, including 66 public safety and justice projects.

Gilbane by the Numbers

$7B+
Annual Revenue

3,100+
Team Members Nationwide

+75%
Of Work from Repeat Clients

66
Public Safety and Justice Projects in the last 10 years totaling

$2.8B

The firm applies a proprietary database of 100+ courtroom-specific lessons learned to proactively reduce risk, streamline sequencing, and improve decision-making—insights directly applicable to the Project.

Innovation & Construction Excellence

Gilbane has built a reputation for innovation, integrity, and excellence in delivering complex projects across diverse sectors. The firm is recognized for applying cutting-edge construction technologies and tailoring solutions that meet the needs of local communities while leveraging global best practices.

Commitment to Equity & Local Impact

Gilbane has pledged $4 billion in awards to certified diverse-owned and small businesses between 2022–2027, with 84% of that goal already achieved. In Massachusetts, the firm has a track record of exceeding DCAMM's participation targets, such as achieving 40% diverse participation at UMass Boston, far surpassing the 25% requirement.

These results demonstrate Gilbane's ability to advance the Commonwealth's Access & Opportunity priorities while strengthening the local trade partner network.

With this combination of national justice expertise, Massachusetts delivery history, and proven innovation, Gilbane provides confidence that the Project will be delivered on time, on budget, and with lasting value for the Commonwealth.

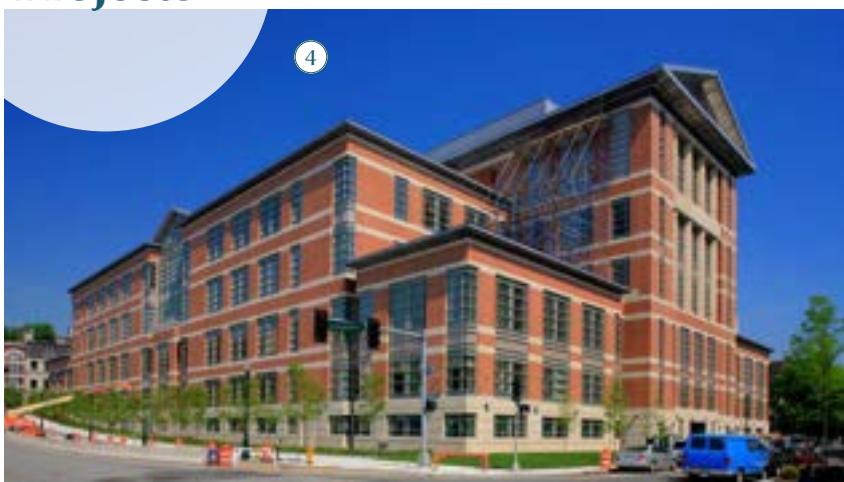
Featured Projects

1. *DCAMM Plymouth Trial Court · Plymouth, MA · Construction Manager*
2. *Medina County Courthouse Expansion and Renovation · Medina, OH · Construction Manager*
3. *Seneca County Justice Center · Tiffin, OH · Construction Manager*
4. *DCAMM Worcester Trial Court · Worcester, MA · Construction Manager*











Clackamas County Circuit Courthouse

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Architect of Record/Lead Designer

As Architect of Record and Lead Designer, DLR Group brings six decades of exclusive courthouse design expertise and a philosophy rooted in fairness and dignity, delivering a facility that functions efficiently, embodies civic values, and stands as a lasting symbol of community pride.

About DLR Group

Justice belongs to the people it serves, and every courthouse tells a story of dignity, accessibility, and community trust. DLR Group's Courts Studio designs facilities that reflect this truth—spaces that uphold legal tradition while welcoming every community member through their doors. Through strategic planning and thoughtful design, we create environments where legal proceedings feel both authoritative and approachable.

The American courthouse symbolizes not just a community but a nation. Its presence must uphold the ingenuity, strength, and stability of our government. It cannot merely be a place where justice is upheld. Rather, it must elevate the surrounding community and be emblematic of the rigor, fortitude, and fairness of the American judicial process.

For nearly six decades, DLR Group has honored the profound purpose inherent in this architectural tradition. As a global integrated courts planning and design firm, we stand among the few who have dedicated themselves exclusively to the art and science of Justice+Civic architecture. Our commitment has earned recognition as the **#1 Justice Facility Design Firm by Building Design + Construction**, along with over 200 awards that honor not merely our technical excellence, but our deep understanding of justice architecture's higher calling.

Within our Justice Studio, our courthouse thought leaders bring expertise in responsive programming, innovative design solutions, and sustainable delivery methods. Each project achieves a careful balance of operational efficiency, integrated security, and environmental stewardship.

DLR by the Numbers

#1
Justice Facility Design Firm, Building D+C

100+
Courts Projects Completed

9M+
Square Feet Courtrooms Designed

59
Years in Business

We understand that a contemporary courthouse requires thoughtful design, that safety emerges from intelligent planning, and that fiscal responsibility serves the greater good.

Yet our approach reaches beyond conventional practice. We do not follow architectural trends; we establish new benchmarks by asking the questions that matter most:

» How do we address the social challenges that bring communities to our courthouse doors?
» What design solutions provide the greatest benefit to the society we serve?
» How does contemporary judicial architecture honor the dignity inherent in every human story?

Through this thoughtful dialogue, DLR Group embraces the full continuum of justice architecture—creating spaces where hope meets resolution, truth finds its home, and where every citizen's story matters.

By combining unmatched courthouse expertise with a philosophy rooted in humanity, DLR Group delivers a Project that is operationally efficient, symbolically powerful, and socially responsive, a civic landmark that strengthens public trust and represents the Commonwealth's commitment to justice.

1 *Wayne L. Morse Courthouse · Eugene, OR · $78.5M · Lead Architect*

2 *Sutter Superior Courthouse · Yuba City, CA · $52M · Lead Architect*

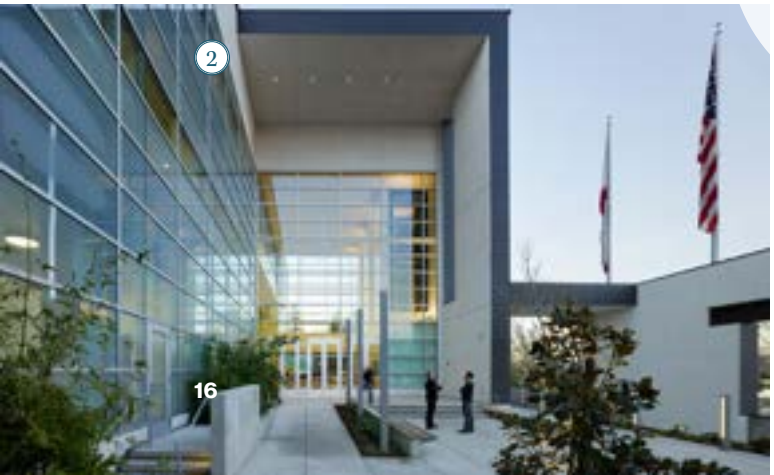
3 *El Paso County Courthouse · Colorado Springs, CO · $41.5M · Lead Architect*

4 *Gwinnett County Justice and Administration Complex · Lawrenceville, GA · $78M · Lead Architect*



Featured Projects









Annum Team

Architect, Exterior Design

As GJP's Architect for Exterior Design, Annum Architects brings national recognition in civic and preservation design, deep Massachusetts roots, and a certified minority-owned practice that strengthens both the project's architectural quality and its alignment with Commonwealth priorities.

About Annum Architects

Founded in Boston in 1979 as Ann Beha Architects and renamed Annum in 2022, the firm builds on four decades of national recognition for planning, preservation, adaptive reuse, and new construction. A 50-person practice led by three principals, three associate principals, and eight associates, Annum combines creative design with rigorous research to deliver projects grounded in their historic, cultural, and social settings while advancing contemporary needs and values.

Relevant Civic & Courthouse Experience

Annum has shaped some of Massachusetts' most important civic landmarks.

> **Anmum led the design for the Springfield Technical Community College Student Learning Commons, which earned national recognition for integrating preservation, contemporary design, and community impact.**

The firm has also advanced courthouse and civic projects including the Brockton Superior & Trial Courthouses Study, design work at the Massachusetts State House, and international government facilities such as the U.S. Embassy in Athens, Greece. These projects reflect Annum's ability to combine preservation, modernization, and civic symbolism in highly visible public buildings.

Annum by the Numbers

40+

Years of Award-Winning Planning & Design

MBE

With 66% Female or Minority Staff

90+

Projects on the National Register of Historic Places

Sustainability Credentials

Sustainability is embedded in Annum's practice, with more than 15 LEED-certified projects for existing and historic buildings. These include LEED Platinum designs at Harvard Divinity School, Cornell Law School, and Colby College, as well as the first LEED Gold buildings at the University of Pennsylvania and Wellesley College.

Across the studio, more than 25 LEED Accredited Professionals, four Certified Passive House Consultants or Tradespersons, and two WELL Accredited Professionals advance resilient and energy-efficient design.

Equity & Inclusion

Now a certified minority-owned business enterprise (MBE), Annum reflects its values through both workplace composition and project delivery. Sixty-six percent of staff identify as minority or female, and the firm actively participates in advocacy and leadership groups advancing diversity in design. Annum extends this commitment through project processes that expand access, provide opportunities for MBE/WBE and local firms, and ensure diverse voices are represented in design outcomes.

Annum Architects provides the assurance of a Massachusetts-based, minority-owned partner with national recognition in civic and preservation design, delivering an exterior for the Project that is sustainable, contextually grounded, and symbolically powerful.

1 *Brockton Superior & Trial Courthouses Study · Brockton, MA · Design Lead/Architect of Record*

2 *Springfield Technical Community College Rubenzahl Student Learning Commons · Springfield, MA · $50.2M · Design Lead/Architect of Record*

3 *U.S. Department of State, Embassy · Major Rehab. & Expansion · Athens, Greece · $207M · Design Lead/Architect of Record*

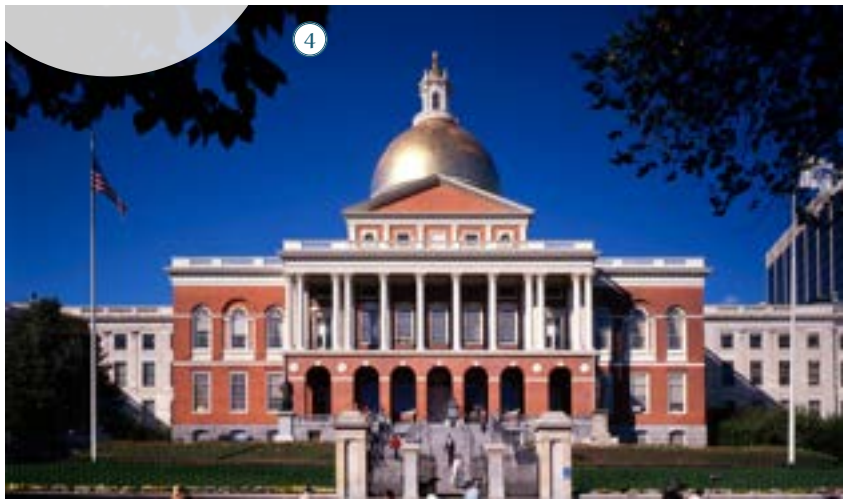
4 *Massachusetts State House · Boston, MA · $5.4M · Design Lead/Architect of Record*



Featured Projects









Springfield Symphony Hall

Architect, Local Design Support

Caolo & Bieniek Architects (CBA) brings decades of experience shaping Springfield's most important civic institutions, offering design expertise that bridges historic context with contemporary needs to help create a new courthouse that will stand as both a functional center of justice and a lasting symbol of community pride.

About Caolo & Bieniek Architects

CBA is a full-service architectural firm based in Chicopee, Massachusetts, with a 65-year history shaping the civic and community landscape of Springfield and the greater Pioneer Valley. The firm brings unmatched local experience in the planning and design of public facilities—courthouses, police and fire stations, community centers, and municipal buildings—that define daily civic life across Western Massachusetts.

CBA's work reflects a sustained partnership with the City of Springfield, where its principals have led projects ranging from the South End Community Center and Forestry Division Operations Center to the Springfield Central Library, STCC Technology Park, and multiple branch libraries. This continuity of public-sector collaboration gives CBA a unique understanding of Springfield's permitting environment, procurement practices, and stakeholder networks. As a member of the GJP team, CBA brings:

» **Local expertise and access:** Decades of active engagement with Springfield departments, inspectors, and community groups.

» **Proven municipal facility design:** Extensive portfolio of police, fire, emergency response, and civic projects across New England

» **Commitment to community identity:** Designs that strengthen the connection between public institutions and the neighborhoods they serve

CBA combines creative problem-solving with technical precision, delivering civic buildings that are operationally efficient, secure, and reflective of community pride—values that align directly with DCAMM and the TRC's vision for the new SRJC.

1 *Veterans Memorial Clubhouse · Springfield, MA*

2 *Springfield Central Library · Springfield, MA*







Hampshire County Family & Probate Court, Northampton, MA

Tighe&Bond

Civil Engineering/Traffic & Transportation Engineering, Landscape Architecture & Permitting

As GJP's civil engineering, traffic and transportation, landscape architecture, and permitting lead, Tighe & Bond provides local expertise and a full-service team that ensures the Project advances smoothly from planning through approvals, design, and construction.

About Tighe & Bond

Founded more than a century ago and headquartered in Westfield, MA, just minutes from Springfield, Tighe & Bond is a leading multi-disciplinary consulting firm with 15 offices across the Northeast. The firm delivers integrated services in civil, site, environmental, and landscape design for public-sector and institutional clients, with a proven record of supporting complex projects on time and within budget.



Civil & Transportation Engineering Expertise

Tighe & Bond's engineers provide concept-to-completion expertise in site design, utilities, traffic, and roadway improvements. With decades of experience navigating Massachusetts infrastructure and permitting processes, the team brings local knowledge that directly supports reliable approvals and constructability for the Project.



Relevant Courthouse & Civic Experience

Tighe & Bond has supported multiple Massachusetts courthouse projects, including the Moakley Courthouse Resiliency Improvements in Boston, the Hampshire County Family & Probate Court in Northampton, and Massachusetts Trial Court facility evaluations and repairs across multiple communities. Beyond courthouses, the firm has advanced complex civic and site design projects such as the Ludlow Mills Redevelopment Project, Clipper Ship Wharf and Living Shoreline in Boston, and the Western Avenue Complete Streets Reconstruction in Cambridge.

Together, these projects demonstrate Tighe & Bond's ability to integrate civil engineering, transportation, permitting, and landscape design solutions on highly visible civic facilities across the Commonwealth.

Landscape Architecture & Site Design

Through its **Halvorson | Tighe & Bond Studio**, the firm delivers landscape design that integrates site functionality with civic presence. This perspective ensures that the Project site will be planned not only for technical efficiency but also as a welcoming civic destination, reflecting Springfield's role as a Gateway City.

Permitting & Environmental Services

Tighe & Bond's permitting specialists bring deep experience coordinating with Massachusetts and local regulatory agencies. The firm's expertise in environmental impact assessments, site permitting, and stakeholder coordination reduces risk for DCAMM and the Trial Court by advancing approvals efficiently and transparently.

Tighe & Bond provides a locally based, multi-disciplinary partner with civil, transportation, permitting, and landscape expertise. Their proximity to Springfield and long-standing Massachusetts presence give the Commonwealth confidence in responsive service, streamlined approvals, and site solutions that balance technical performance with civic impact.

1 *John Adams Courthouse Rehabilitation · Boston, MA*

2 *Clippership Warf and Living Shoreline · Boston, MA*

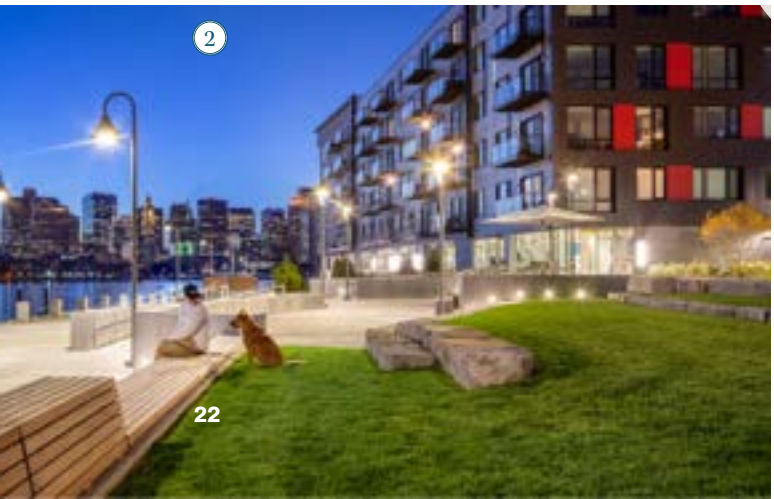
3 *Massachusetts Trial Court Facility Evaluations and Repairs · Various Communities, MA*

4 *Ludlow Mills Redevelopment Project · Ludlow, MA*



Featured Projects









Sustainability & Energy Consultant

The Green Engineer (TGE) brings trusted expertise in energy code compliance, decarbonization planning, and third-party certification. Their role gives the Commonwealth confidence that GJP will satisfy regulatory mandates while setting a new benchmark for justice center performance, resilience, and occupant well-being.

About The Green Engineer

As Sustainability and Energy Consultant, TGE positions GJP to deliver one of the Commonwealth's most energy-efficient courthouses—leveraging proven strategies in decarbonization and certification to meet DCAMM's climate commitments while enhancing comfort, durability, and long-term value. Based in Concord, Massachusetts, and founded in 2005 by LEED Fellow Chris Schaffner, PE, the firm is an employee-owned Massachusetts Benefit Corporation and Certified B Corporation.

Areas of Expertise

TGE provides a full suite of sustainable design and performance services that directly align with DCAMM's mandates:

- Energy and daylight modeling
- Embodied carbon life-cycle assessments and lifecycle cost analysis
- Net-zero energy and decarbonization planning
- LEED, WELL, Fitwel, Living Building Challenge, Passive House, and other certification management
- Regulatory/code compliance, TEDI analysis, and thermal bridge derating
- Charrette facilitation, campus-scale climate action planning, and utility incentive coordination
- Sustainability training and stakeholder engagement

TGE by the Numbers

200
LEED-certified projects nationwide)

23
LEED-Accredited Professionals

20
Years in Business

Philosophy & Approach

TGE's practice is built on integrative design, bringing architects, engineers, and stakeholders into a collaborative process that addresses the inter-relationships of building systems from the start. Modeling tools and life-cycle analyses are used not as add-ons, but as decision-drivers—informing design trade-offs, balancing long-term performance and cost, and embedding sustainability as a core project outcome.

Project Experience

TGE has managed or consulted on more than 200 LEED-certified projects nationwide, including 23 projects that achieved certification in 2023 alone (2 Platinum, 15 Gold, and 6 Silver), totaling over 4.1 million sf. Their justice center and civic portfolio includes the Lowell Trial Courts for DCAMM, the C. Gerald Lucey Building in Brockton.

Industry Leadership

An employee-owned firm and LEED Proven Provider, TGE is recognized nationally for pioneering work in embodied carbon reduction, decarbonization planning, and campus-scale energy strategies. The firm is active in Architecture 2030 and regional sustainability forums, reinforcing its role as both a technical resource and an industry thought leader.

TGE provides a dedicated sustainability partner focused on delivering a resilient, low-carbon courthouse. Their specialization in energy modeling, decarbonization planning, and third-party certifications gives the Commonwealth confidence the Project will meet climate commitments while creating an efficient, healthy, and durable civic facility.

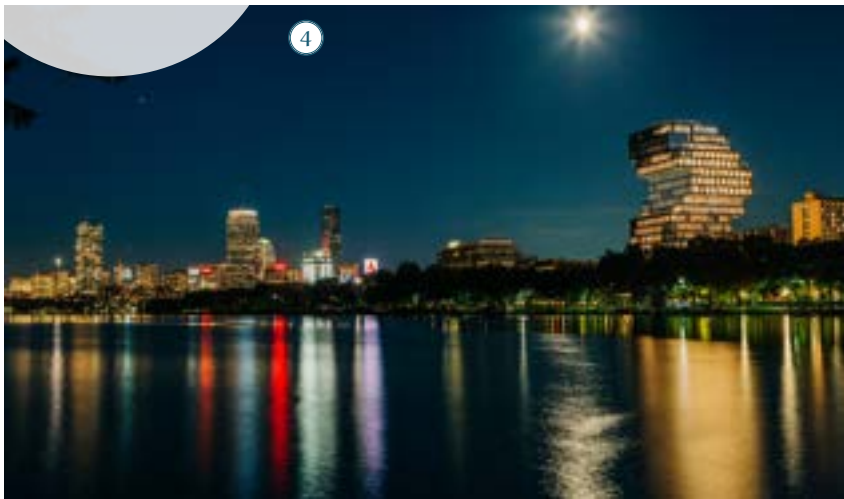
1. *Lowell Trial Courts / DCAMM · Lowell, MA · $124M*
2. *The Ragon Institute of Mass General Brigham, MIT, and Harvard · Boston, MA · $1.9B*
3. *C. Gerald Lucey Building, Division of Unemployment Assistance / DCAMM · Brockton, MA · $281M*
4. *Boston University Center for Computing and Data Sciences · Boston, MA · $305M*



Featured Projects








Quinnipiac University School of Law

Salas O'Brien

Energy Modeling

Salas O'Brien brings extensive courthouse engineering expertise, uniting sustainable, resilient mechanical/electrical/plumbing (MEP) and fire protection (FP) design with the integration of complex building systems that safeguard safety, security, and daily operations while reinforcing the civic presence of judicial facilities.

About Salas O'Brien

Salas O'Brien is an engineering and technical services firm dedicated to advancing the human experience through resilient, sustainable design. The firm applies specialized expertise in MEP/FP engineering, energy and resiliency, and advanced consulting services to projects that strengthen communities and support long-term performance.

Environmental accountability is central to the practice, and Salas O'Brien's designs consistently meet the latest standards for energy, environmental, and human health—delivering safe, resilient facilities that reduce impact while maximizing operational value.

With extensive courthouse experience across New England and beyond, Salas O'Brien understands the unique demands of judicial facilities, from integrating complex building systems in occupied renovations to planning new courthouses that embody civic identity.

> **Salas O'Brien's engineers bring deep knowledge of life-safety, security, and resiliency requirements, balancing technical performance with the operational needs of judges, staff, and the public.**

The firm maintains a strong commitment to local engagement, fostering opportunities for small and underrepresented businesses while providing responsive, community-based service.

Salas O'Brien by the Numbers

30+
Courthouses in the Northeast

50+
DCAMM Projects Delivered

$450M
Value of Northeast Courthouses

Notable projects in the Northeast include:

» **Massachusetts Trial Courts MEP House Doctor:** Performed MEP/FP engineering services for upgrades to multiple state and county facilities. Scope included certifiable building studies, schematic plans, final design documents, and construction administration services for a variety of renovations, energy efficiency improvements, and modernization of existing operating systems and infrastructure.

» **Lynn District Courthouse (MA):** Performed a study and providing design services for upgrades to life-safety and egress conditions, building systems, holding cells and security conditions, among other critical elements of the facility.

» **Salem Probate & Family Courthouse (MA):** Provided MEP/FP engineering for the renovation and addition, including all new MEP/FP systems.

» **Newburyport Courthouse (MA):** Prepared a study and providing design for the separation of the life-safety and optional standby loads from the existing emergency power system.

» **Litchfield Judicial District Courthouse (CT):** Provided MEP/FP and civil design for this new courthouse. Recognized by the American Institute of Architects Justice Facilities Review for best practices in planning and design for justice architecture.

» **Bridgeport Superior Court & Juvenile Detention Center (CT):** Provided MEP/FP engineering for a $54 million, state-of-the-art facility that houses courtrooms and office space, judge's chambers, recreation facilities, classrooms, dining and medical rooms; and double-occupancy sleeping rooms for juvenile offenders.

» **Oxford County Courthouse (ME):** Provided design for a 26,000-sf building addition and renovations to 5,500 sf at the existing facility.

1 *Litchfield Judicial District Courthouse · Torrington, CT · Mechanical, Electrical, Plumbing, and Fire Protection*

2 *Superior Court & Juvenile Center · Bridgeport, CT · Mechanical, Electrical, Plumbing, and Fire Protection*

3 *Lynn District Courthouse · Lynn, MA · Mechanical, Electrical, Plumbing, and Fire Protection*

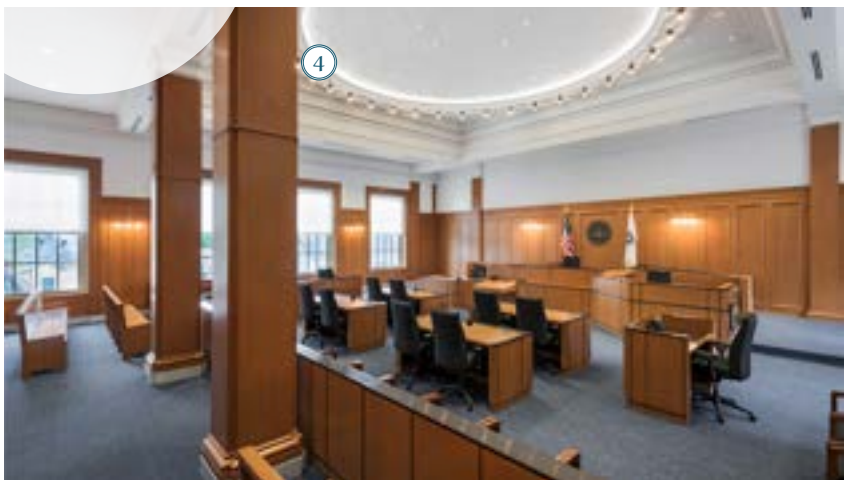
4 *Salem Probate & Family Courthouse · Salem, MA · Mechanical, Electrical, Plumbing, and Fire Protection*



Featured Projects









Clackamas County Courthouse, Oregon City, OR

R&N SYSTEMS DESIGN

Security Systems, Low Voltage

By delivering thoughtfully integrated security solutions, R&N Systems Design will be integral to enhancing Justice Center reliability, safeguarding operations, and supporting the integrity of civic space.

About R&N Systems Design

R&N Systems Design is nationally recognized as a leader in specialized security system design, with more than two decades of experience supporting justice facilities. Offering expertise in detention hardware, security electronics, IP video surveillance, and central control rooms, R&N designs integrated systems that are reliable, maintainable, and responsive to the operational demands of courthouse staff.

The firm has designed, installed, upgraded, and maintained complex security systems in some of the country's most secure facilities, consistently delivering solutions that meet stringent life-safety requirements while supporting long-term functionality. Their success is founded on collaboration, working closely with architects and engineers to align security design with overall project goals, creating innovative solutions that set new standards in security and life safety.

R&N's partnership with DLR Group spans more than 200 projects nationwide, underscoring its ability to deliver consistent, coordinated results across a wide range of facility types.

R&N's courthouse portfolio includes new construction and retrofit projects. Recent work includes the Clackamas County Courthouse (Oregon), San Patricio County Courthouse (Texas), and Benton County Courthouse (Oregon), as well as the Rockwall County Courthouse (Texas), where new systems were seamlessly integrated with legacy infrastructure in an active facility.

1 *Skagit County Community Justice Center · Mount Vernon, WA*

2 *San Patricio County Courthouse · Sinton, TX*







MCH at Clackamas County Courthouse

Acoustics & Media Systems Consultant

McKay Conant Hoover (MCH) brings essential value to courthouse projects by integrating acoustics and AV systems that support clarity, security, and accessibility in proceedings, while reinforcing the architectural character and civic presence of the building.

About McKay Conant Hoover

MCH specializes exclusively in the design and integration of acoustics and AV systems, disciplines that are mission-critical to the success of modern courthouses. With more than 2,500 projects across North America and internationally—including over a dozen major courthouses—MCH is recognized for creating facilities where justice can be carried out with precision, confidence, and equity.

Courthouse-Specific Expertise

Clear speech, secure communications, remote testimony, and reliable evidence presentation all depend on acoustic and AV design. MCH has applied these systems on high-profile courthouses such as the Governor George Deukmejian Courthouse in Long Beach, CA and the Maricopa County Criminal Court Tower in Phoenix, AZ, where large-scale, multi-courtroom facilities required both secure communications and intuitive evidence presentation. Their work on the Ronald Reagan Federal Courthouse in Santa Ana, CA further demonstrates how acoustics and AV integration can reinforce architectural character while supporting fairness, accessibility, and security.

For the Project, these lessons translate into courtroom environments that are resilient, user-friendly, and fully aligned with the Massachusetts Trial Court's operational priorities.

MCH by the Numbers

30+
Courthouse Projects

200+
Years of Experience Combined

2,500+
Projects Delivered

38
Years in Business

Depth of Experience & Leadership

MCH's team of nine design professionals brings advanced training in acoustics, AV, physics, architecture, engineering, and the performing arts. Firm Principals David Conant and K. Anthony (Tony) Hoover, both Fellows of the Acoustical Society of America, contribute over 90 years of combined experience. They are active leaders in professional societies such as the National Council of Acoustical Consultants and the International Communications Industry Association.

Collaborative & Cost-Conscious Delivery

From conceptual design through construction administration, MCH delivers principal-led, cost-conscious solutions that balance technical performance with user experience.

Their collaborative approach with architects, contractors, and owners has made them a trusted specialist on courthouse projects where budget, schedule, and performance requirements are exacting.

Additional relevant experience includes:

- Pima County / Tucson City Court Complex, Tucson, AZ
- Walsh Federal Courthouse Renovation, Tucson, AZ
- San Tan Consolidated Justice Facility Renovation, Chandler, AZ
- Mesa Municipal Court, Mesa, AZ
- Southeast Justice Center Facility (Maricopa County), Mesa, AZ
- Phoenix Municipal Courthouse, Phoenix, AZ
- San Diego Municipal Court Building Remodeling, San Diego, CA
- U.S. District Court, San Diego, CA

1 *Clackamas County Circuit Courthouse · Portland, OR · $330M · Acoustics & Media Systems*

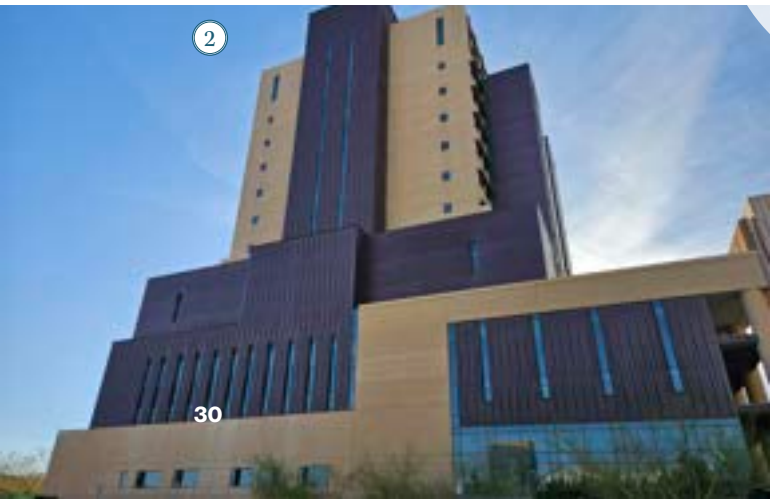
2 *Maricopa County South Court Tower · Phoenix, AZ · $340M · Acoustics & Media Systems*

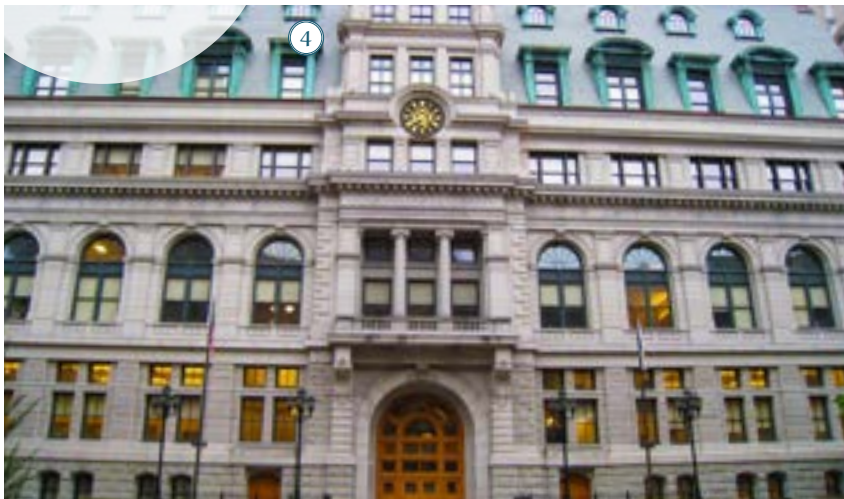
3 *Governor George Deukmejian Courthouse · Long Beach, CA · $490M · Acoustics & Media Systems*

4 *John Adams Courthouse Rehabilitation · Boston, MA · $147M · Acoustics & Media Systems*











New Framingham Regional Justice Center

JENSEN HUGHES

Code Consultant

Jensen Hughes brings more than 80 years of expertise in code compliance, fire protection, and accessibility, ensuring the Project is designed and delivered to the highest standards of safety, security, and resilience.

About Jensen Hughes

Jensen Hughes is a global leader in engineering, consulting, and technology services with more than 1,700 professionals in over 100 offices worldwide. For over 80 years, the firm has advanced safety, security, and resilience in complex facilities, shaping standards that now guide industries and governments worldwide. This scale and longevity provide the resources and perspective needed to support high-stakes civic buildings like courthouses, where public trust depends on safety and reliability.

Best known for leadership in fire protection engineering, Jensen Hughes also delivers expertise in accessibility consulting and universal design, risk and hazard analysis, forensic investigations, security risk consulting, emergency management, and digital solutions.

These disciplines come together in civic projects such as courthouses to ensure inclusive public access, safe assembly spaces, secure detention areas, and resilient operations.

By combining technical excellence with a future-focused approach, Jensen Hughes develops solutions that extend the life of facilities and prepare them to withstand evolving risks. Guided by its Purpose and Principles, the firm recognizes its people as its greatest strength and fosters a collaborative culture that drives innovation and excellence in protecting what matters most.

Jensen Hughes by the Numbers

200+
Licensed Fire Protection Engineers

1,800+
Employees

100+
Offices Worldwide



Lowell Justice Center

Geoenvironmental, Geo-Exchange

McPhail Associates brings geotechnical expertise that anchors the courthouse design, providing subsurface investigation, foundation design, and construction support that reduce risk and keep Project on solid ground.

About McPhail Associates

McPhail Associates, LLC has specialized in geotechnical, geoenvironmental, and geothermal engineering since 1976. With more than 7,000 projects completed across New England, the firm is recognized for practical, responsive solutions that integrate seamlessly with architectural and structural design.

For Project, McPhail will deliver geotechnical investigations, foundation and excavation support design, and groundwater control strategies.

Their 60-person team—many with advanced geotechnical and geoenvironmental degrees—works in close coordination with the design team, embedding recommendations directly into the Contract Documents to anticipate subsurface challenges and support constructible solutions.

McPhail's courthouse experience includes the Lowell Justice Center, a 265,000 sf LEED Platinum courthouse that opened in 2020, where they addressed contaminated soils, shallow bedrock, and high groundwater while managing regulatory compliance and designing deep excavations with soil nail walls and blasting.

McPhail is 25% women-owned and built on a culture of collaboration and inclusivity. Their diversity of perspective and nearly five decades of courthouse and institutional experience strengthen their ability to solve subsurface challenges with creativity and precision.

McPhail by the Numbers

50
Years in Business

7,000
Projects Delivered Across New England

25%
Women-Owned


Prince George's County Public Schools, Maryland

EllisDon
FACILITIES SERVICES INC.

Property Management

EllisDon Facilities Services, Inc. (EDFS) brings decades of experience managing large-scale justice and civic facilities. The firm delivers property management strategies that safeguard performance, reduce long-term risk, and keep the Project a reliable and sustainable cornerstone of the community.

About EllisDon Facilities Services

Founded in 1951, EllisDon Corporation is a global, employee-owned construction and services company generating more than $8 billion in annual revenue. Its dedicated property and facilities management arm, EDFS, specializes in sustainability and lifecycle performance. For more than 20 years, EDFS has managed over 20 million square feet of complex facilities across North America, including justice, healthcare, and education assets under long-term P3 contracts. These multi-decade agreements demonstrate EDFS's proven accountability in protecting public investments and sustaining mission-critical facilities.

Lifecycle & Long-Term Performance

EDFS focuses on whole-life asset strategies that anticipate and fund long-term needs. Services include operations and maintenance, capital reserve planning, and lifecycle management, structured to minimize risk for owners and provide predictable performance across decades of use.

Justice & Civic Facilities Experience

With contracts spanning 30 years or more, EDFS has built its practice on North America's largest and most complex DBFM projects, including courthouses and correctional facilities. This portfolio gives the firm direct experience with the security, resilience, and reliability requirements that align with the Trial Court's operational priorities.

EDFS provides property management services for the Ontario Court of Justice, consolidating six facilities into an 18-floor, 780,000 sfcomplex with 67 courtrooms.

EllisDon by the Numbers

$8B
Volume of New Construction Annually

74
Years in Operation

5,000
Employees Worldwide

20M
Square Feet of Facilities Under Management

Additionally, the firm provided similar services for the Miami Federal Courthouse. The 557,000 sf justice building included 16 district courtrooms and chambers, 110 secure indoor parking spaces, and space for the Clerk of the Court and Grand Jury Suites.

These projects demonstrate EDFS's ability to manage secure civic facilities with high public visibility and complex operational requirements.

Technology & Innovation

Through its OptimizED platform, developed with Clockworks Analytics, EDFS applies AI-enabled tools for predictive maintenance, carbon tracking, and operational intelligence. These capabilities reduce downtime, extend asset life, and cut operating costs, creating a smarter and more sustainable facility over the 40-year lease.

Recognition for Excellence

EDFS's service quality has been recognized by the Royal Institution of Chartered Surveyors (RICS), including its work on the Pan/Parapan Am Games Athletes' Village, where nearly 5,000 work orders were completed to Olympic standards. This recognition highlights EDFS's ability to deliver reliable service under highly demanding conditions.

EDFS provides the operational backbone of the Project: a partner with the scale, systems, and experience to manage lifecycle performance, safeguard long-term value, and keep the facility safe, efficient, and sustainable for the full 40-year lease.

1 *Ontario Court of Justice · Toronto, ON · Property/Facilities Manager*

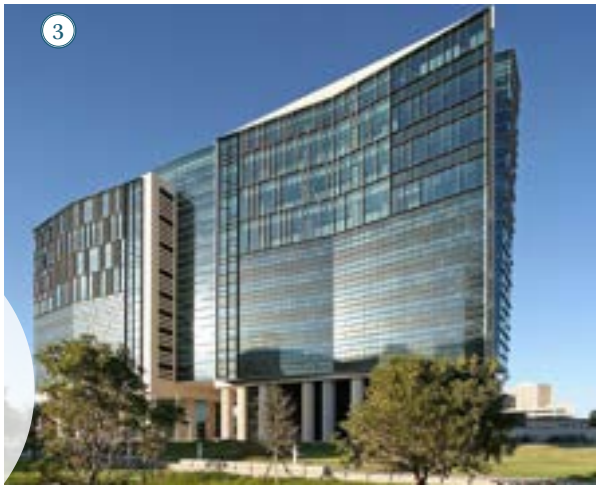
2 *Oakville Trafalgar Memorial Hospital · Oakville, ON · Property/Facilities Manager*

3 *Wilkie D. Ferguson, Jr. Federal Courthouse · Miami, FL · Construction Manager*

4 *Prince George's County Public Schools, Phase II · Prince George's County, MD · Property/Facilities Manager*



Featured Projects







History of Team Members Working Together



Sutter County Superior Court
DLR Group



Nathan Deal Judicial Center
Gilbane Building Company





Prince George's County Public Schools Blueprint Phase 1

Prince George's County, MD



Elements Similar to Project

- Sustainable design - LEED Silver
- Team members working together
- Social infrastructure
- Extensive community and stakeholder engagement
- Oversubscription of demand from the market during the financing competition
- Exceeded 30% MBE target with 279 MBE firms

Project Description

Fengate is the developer and 75% equity investor, with Gilbane as the 25% equity investor and Design-Builder, for this innovative delivery of six new schools and 8,000 student seats. The project incorporates sustainability features such as solar panels and EV charging stations.

With more than 40% of Prince George's County Public Schools facilities over 60 years old, many buildings required replacement or complete renovation.

Fengate and Gilbane cut delivery time in half with lower construction costs compared to traditional procurement and included 30-years of preventative maintenance and lifecycle management.

Project Awards

2024 Design-Build Institute of America (DBIA) National Award of Merit, Educational Facilities

2021 Project of the Year, Social Infrastructure, P3 Awards

2020 Social Infrastructure (Education) Deal of the Year, IJGlobal Awards

2020 Editor's Choice as the Best Deal in North America, IJGlobal Awards

Firm & Role on Project

FENGATE

Fengate: Developer/Landlord, Equity Investor, Financing Lead

Gilbane

Gilbane: Equity Investor, Design-Builder

Owner/Procuring Authority

Prince George's County Public School District

Project Size & Value

9,000 sf | $544 million

Project Current Status

Completed 07-2023

Project Delivery

DBFM with a 30-year term

Prince George's County Public Schools (PGCSP) Blueprint Phase 1 (Continued)

Design/Construction Details

Gilbane was responsible for community/stakeholder engagement in addition to all design, engineering, permitting, construction, and commissioning services.

During design, Gilbane directed the A/E team and ensured timely completion of design, engineering, permitting, community outreach, and authority having jurisdiction (AHJ) approvals. Concurrent with design and engineering, Gilbane performed preconstruction services, including estimating, scheduling, phasing, site logistics planning, subcontractor (MBE/CBB) outreach, bidding, and coordination of design-phase meetings with PGCPS and user groups.

As lead general contractor, Gilbane managed construction delivery, including project management, trade contractor supervision, site safety, quality control, building commissioning, and turnover.

Design-Build Innovation

The six schools were constructed simultaneously to meet the accelerated schedule, requiring innovative design and construction techniques:

- **Developed a prototype design** for four of the six schools with consistent design elements, including classroom sizes, bathroom designs and mechanical designs.
- **Extensively used prefabricated elements** such as electrical panels, teaching walls, and bathroom plumbing.
- **Used pre-engineered structural steel system** with standardized elements bolted together on site, expediting the construction of the buildings.
- **Leveraged shared design and construction features** to achieve economies of scale, reducing construction costs and simplifying and reducing the cost of long-term maintenance.

Community Investment Commitment

Gilbane expanded contract opportunities for minority and community-based businesses, created jobs, internships, and apprenticeships for local residents, and launched a community asset initiative delivering programs and projects tailored to each school's community.

Financing Details

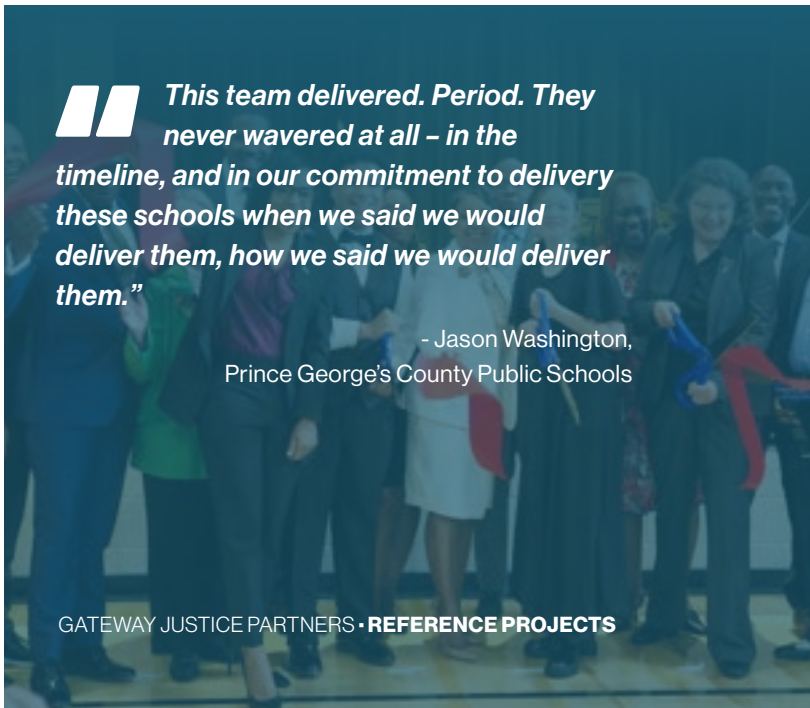
As Financing Lead, Fengate managed the financial advisor, evaluated funding options, worked with due diligence advisors and credit rating agencies, and led negotiations with lenders.

This project demonstrates Fengate's ability to broadly market and provide significant long-term private placement bonds during unstable market conditions caused by the COVID pandemic.

Long-term Debt: Fengate conducted an extensive market sounding process with North American life insurance companies and obtained financing with three times the required debt amount. The final note purchasers selected were Metlife, Legal & General, Canada Life, Northwest Mutual, HSBC and Barings.

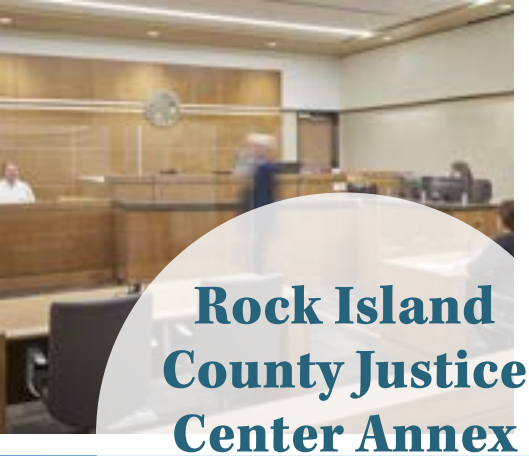
Long-term Bonds: $476 million

Equity: $28.9 million provided by Fengate on behalf of its infrastructure funds, secured by a letter of credit.



"This team delivered. Period. They never wavered at all – in the timeline, and in our commitment to delivery these schools when we said we would deliver them, how we said we would deliver them."

- Jason Washington,
Prince George's County Public Schools





Rock Island County Justice Center Annex Addition

Rock Island, IL



Elements Similar to Project

- Alternative delivery - CMAR
- Team members working together
- Public safety/justice/civic
- Active campus
- Community and stakeholder engagement

Project Description

Gilbane, in collaboration with DLR Group, delivered a three-story, 47,954 sf annex to the existing Rock Island Justice Center in downtown Rock Island, Illinois. The addition supplements the original 1896 courthouse and the 2001 justice center, addressing outdated courtroom facilities and enhancing operational capacity.

IN THE NEWS


Dispatch·Argus

Rain forces groundbreaking for courthouse to move inside

Courtroom & Support Space Expansion

Funded through county bonding, the annex introduced four new courtrooms—two for high-volume traffic cases and two for family, domestic, and civil hearings—along with supporting spaces. It also added offices for the State's Attorney, Circuit Clerk, judges, public defenders, and administration, consolidating judicial functions for more efficient use of space.

Design & Building Envelope

The annex features insulated precast concrete panels, curtainwall, and metal cladding designed to complement the existing brick façade. A transparent ground floor lobby with full-height curtainwall links the new and existing buildings and introduces natural light into the public corridors and courtroom floors.

Firm & Role on Project

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group: Architect

Gilbane

Gilbane: Construction Manager at-Risk (CMAR)

Owner/Procuring Authority

Rock Island County

Project Size & Value

47,954 sf | $24.3 million

Project Current Status

Completed 05-2019

Project Delivery

CMAR

Rock Island County Justice Center Annex Addition (Continued)

Security & Circulation

A single ground-level security screening station now serves both buildings, reducing operational costs. The annex utilizes the existing sally port for in-custody transfers, with a dedicated third-floor corridor and secure elevator providing access to courtrooms.

Integrated Team At Rock Island County Justice Center Courthouse Addition

Gilbane and DLR Group's collaborative approach from day one ensured Rock Island County's best interests were protected and every dollar maximized. Our early engagement fostered creativity, strategic thinking, and measurable savings—delivering a state-of-the-art courthouse tailored to the County's needs.

By committing to transparency and constructive challenge, we built a balanced, high-performing partnership that culminated in a ribbon-cutting ceremony filled with pride and celebration.

Infrastructure & Technology Integration

New IT, security, and AV systems were installed in the annex, prompting upgrades in the existing judicial center to ensure compatibility. Features include electronic docket displays, comprehensive wayfinding signage, and a shared secure parking lot for judiciary and court officers.

Interior Finishes

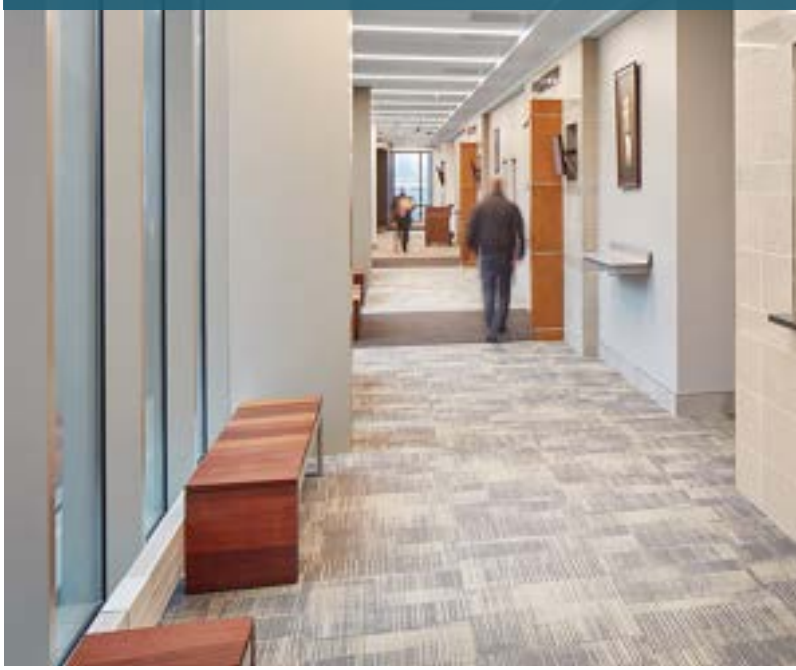
Public corridors feature carpet and ceramic tile accents. Custom millwork was used at key courtroom locations including vestibule entries, benches, clerk stations, witness stands, dividing rails, and judge's feature walls.



The team built full-scale courtroom mock-ups so end-users could experience the space, provide feedback, and guide design refinements before construction began.

"The design team at DLR was able to meet every challenge. DLR worked seamlessly with our construction manager (Gilbane) to bring the project in on time and on budget. DLR was great to work with, responsive to our needs, and designed a great building."

- Judge Mark A. VandeWiele, Rock Island County (retired), Justice Center Courthouse







ThirtyOne Elm Apartments

Springfield, MA



Elements Similar to Project

- Team members working together
- Local project in Springfield, MA
- High-priority project for the City
- Unique public/private partnership
- Key to downtown revitalization

Project Description

ThirtyOne Elm, developed by a joint partnership between WinnDevelopment and OPAL Real Estate, transformed the long vacant historic Court Square Hotel and Byers Block in downtown Springfield, MA. Originally constructed in 1892, the Court Square Hotel building sits between Springfield City Hall, MGM Springfield, the MassMutual Center and the Hampden County Superior Courthouse. The adjacent Byers Block building was built in 1835 and is Springfield's oldest surviving commercial structure.

Prior to its redevelopment, the Court Square Hotel property sat vacant for several decades and was deteriorating rapidly. These buildings are now fully preserved and carefully redeveloped by a unique public-private partnership of state, city, and private sector stakeholders.

ThirtyOne Elm preserves the beautiful, historic details of the original Court Square Hotel while adding modern building systems and creating 74 new mixed-income apartments (59 market-rate units and 15 middle-income units), 12,000 square feet of commercially active ground floor space, a fitness center and community space. The community was fully leased immediately after two years of planning and construction.

Firm & Role on Project

OPAL: Co-Developer, Building Owner

WinnCompanies: Co-Developer, Building Owner, Property Manager

Owner/Procuring Authority

Springfield Redevelopment Authority

Project Size & Value

131,595 sf | $54.5 million

Project Current Status

Completed 2023

Project Awards

2025 Mayor Thomas M. Menino Legacy Award, Preservation Massachusetts

2024 Donald Courtemanche Award for Excellence, Springfield Preservation Trust

ThirtyOne Elm Apartments (Continued)

Historic Preservation Features

The development team made the preservation of the historic features in the 131,595 sf former hotel a top priority. In addition, four of the apartments and two retail spaces were built inside the smaller adjoining Byers Block building. The project preserves the ornate façade details, including the distinctive copper bay windows and decorative masonry elements that make these structures architectural treasures.

Community & Economic Impact

Minority and Women-Owned Business Enterprises (M/WBEs) played a significant role in creating ThirtyOne Elm, earning $12.3 million in wages and fees – nearly 23 percent of the total construction budget. More than 45 percent of the construction hours were performed by women, local residents and people of color. These groups accounted for nearly 50 percent of the workforce, including 66 percent of the new hires made for the project.

Financing Structure

The project utilized a complex financing structure including construction financing from the Commonwealth of Massachusetts, City of Springfield, MassMutual, and MGM Springfield, which MassHousing administered. Additionally, Bank of America provided Federal and State Historic Tax Credit equity and construction financing.







- ***Picture (top):*** *Speakeasy, resident amenity space.*
- ***Picture (middle):*** *1BR unit living room and kitchen.*
- ***Picture (bottom):*** *Ribbon cutting ceremony.*





Thunder Bay Correctional Complex

Thunder Bay,
Ontario, Canada



Elements Similar to Project

- Public safety/justice facility
- Integration of design with long-term operations
- DBFM lease-leaseback; long-term FM
- Full-scope property management across all services

Project Description

The Thunder Bay Correctional Complex (TBCC) is a 345-bed, 425,174 sf facility that replaces two outdated provincial institutions in Thunder Bay, Ontario. Developed by the Canadian Ministry of the Solicitor General, the project is part of Ontario's correctional modernization program to deliver safer, more humane conditions and stronger pathways to rehabilitation.

Design & Delivery

The facility was designed to support safety, rehabilitation, and effective operations. Dedicated mental health and behavioral care units, expanded healthcare services, and flexible programming spaces provide individualized, evidence-based support for inmates while enhancing the work environment for staff. The design emphasizes humane conditions, integrating daylight, natural materials, and thoughtful circulation to create a secure yet normative setting.

The architectural vision was founded on integration—site and building, circulation and operations, and ultimately design, construction, maintenance, and long-term operations. This approach demonstrates how corrections infrastructure can balance security with human dignity, aligning directly with Project's mandate to combine justice system functionality with civic responsibility.

Firm & Role on Project

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group: Architect of Record

EllisDon
FACILITIES SERVICES INC.

EllisDon Facilities Services:
Property Manager

Owner/Procuring Authority

Infrastructure Ontario / The Ministry of the Solicitor General

Project Size & Value

425,174 sf | $450 million (est.)
$5 million USD (Property Management Fee per Annum)

Project Current Status

Estimated Completion 2026

Project Delivery

Design-Build-Finance-Maintain

Project Awards

One of nine projects shortlisted for the 2023 Canadian Council for Public-Private Partnerships National Awards for Innovation and Excellence

Thunderbay Correctional Complex (Continued)

Sustainability & Resilience

Targeting LEED Silver, TBCC incorporates high-efficiency mechanical systems with energy recovery, high-performance enclosure design, on-site renewable energy, and low-flow plumbing fixtures. Drought-resistant landscaping and climate resilience strategies address long-term risks. Lifecycle assessments informed carbon reduction strategies, and certified sustainable materials with transparent supply chain practices reinforced the environmental mandate. For Project, TBCC provides a clear precedent for embedding decarbonization and resilience in high-security civic facilities.

Operations & Property Management

EllisDon Facilities Services (EDFS) will manage TBCC for 30 years under a performance-based contract. Services span plant operations, utilities, sustainability programs, emergency management, roads and landscaping, waste and hazardous materials management, pest control, parking, FF&E, and both physical and systems security. Capital renewal and refurbishment are integrated into scope to maintain long-term reliability.

Because operations were considered from the earliest design stages, building systems were optimized for maintainability, efficiency, and security performance. For the SRJC, this model directly illustrates the value of integrating architectural design with long-term management, giving confidence that facilities can perform reliably over decades of service.

Community & Cultural Engagement

The TBCC team partnered with Indigenous communities to embed cultural design elements and generate employment opportunities for Indigenous businesses and trade partners.

This collaboration ensured the facility serves justice system needs and reflects and supports the community it serves. The precedent underscores how GJP can engage local voices in shaping a facility that projects fairness, access, and trust.

Relevance to Project

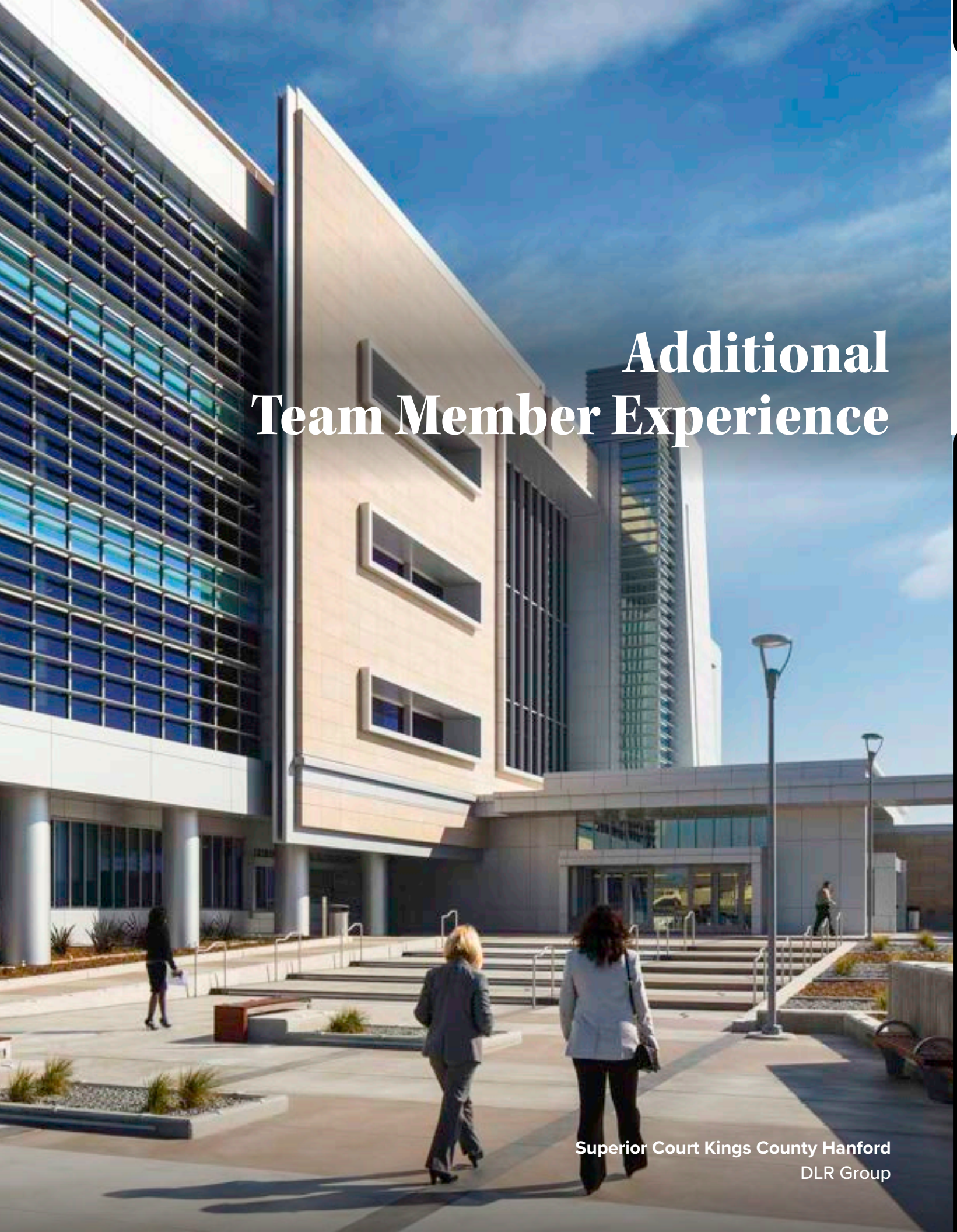
Together, the design and property management roles on TBCC highlight a proven capacity to deliver justice infrastructure that is:

- **Design excellence aligned with justice system values:** Humane, safe, and secure spaces that promote dignity and public trust.
- **Lifecycle integration:** Design decisions informed by 30-year operational requirements, ensuring reliability and cost control.
- **Sustainability leadership:** Delivery of LEED-targeted, climate-resilient facilities with measurable reductions in energy and carbon.
- **Community responsiveness:** Engagement practices that strengthen cultural connection and local participation.

TBCC demonstrates how an integrated team can create secure, sustainable, and community-responsive correctional facilities. That combined experience positions the team to deliver Project with equal foresight, discipline, and impact.



Additional Team Member Experience



Superior Court Kings County Hanford
DLR Group



Ontario Court of Justice
EllisDon Facility Services





Newark Liberty International Airport Consolidated Rent-a-Car Facility

Newark, NJ



Elements Similar to Project

- Alternative delivery P3
- 40-year lease
- Exceeded M/WBE participation goals
- Fengate in same role as Project

Project Description

Fengate is an equity partner in the consortium that developed the new consolidated rent-a-car (ConRAC) and public parking facility at Newark Liberty International Airport (EWR) under a 40-year lease signed with the Port Authority of New York and New Jersey.

The facility integrates a range of specialized uses, including retail operations, vehicle fleet storage, security, a solar roof, EV charging stations, car washes, fueling stations, waste management, and service bays.

Workforce development and inclusivity were key project components. Minority and women business enterprises (M/WBE) were awarded 38.2% of project-related contracts (~$187 million), exceeding airport contractual goals.

Fengate remains a long-term investor in EWR ConRAC and continues to be involved in the day-to-day asset management and special purpose vehicle accounting functions.

Financing Details

Structure: Non-recourse financing, 10-year term loan and equity contributed by the equity partners.

Construction Debt: $330 million 10-year senior debt

Total Equity Investment: $101.7 million

Fengate's Share: 32% / $32.2 million

Firm & Role on Project

FENGATE

Fengate: Developer/Landlord, Equity Investor, Asset Manager

Owner/Procuring Authority

Port Authority of New York and New Jersey (PANYNJ)

Project Size & Value

16.65 acre site | 2.1 million sf

$652.8 million

Project Current Status

Completed 07-2023

Project Delivery

Lease with 40-year term and two 5-year extension options

Project Awards

2024 Award of Merit - Airport/Transit, ENR Regional Best Projects

2020 Best Financial Structure, P3 Awards

2019 Airport Deal of the Year - Americas, IJGlobal

2019 Project Finance International, P3 Deal of the Year - Americas

2019 North American PPP Deal of the Year, Proximo Awards





Prairie Switch Wind Project

Wharton County, TX



Elements Similar to Project

- Large-scale infrastructure with long-term performance requirements
- Complex financing package combining equity, tax equity, and debt
- Investment Tax Credits available under the Inflation Reduction Act.
- Community benefits including local jobs and tax revenue

Project Description

The Prairie Switch Wind Project is a 160 MW wind farm located outside Houston, Texas. Developed to expand renewable energy supply within ERCOT's South Hub, the project delivers clean electricity equivalent to powering 50,000 households annually while avoiding an estimated 190,000 tons of CO_2 each year.

The project highlights Fengate's expertise in structuring equity, tax equity, and debt financing under tight regulatory timelines, while advancing local workforce and economic development.

Financing and Delivery Innovation

Fengate structured $315.5 million in financing across three sources:

- $87 million equity contribution (100% sponsor equity investment)
- $130.5 million tax equity financing through GE Renewable Energy
- $98 million back leverage funding provided by MUFG

Key features included:

- Partnership flip structure with 90% preferred cash equity distributions until Fengate achieved an 8% hurdle return
- 30% share of distributions thereafter, preserving downside protection while maintaining upside participation
- Hedge agreement with Morgan Stanley Capital Group covering 68% of P50 production, reducing exposure to ERCOT price fluctuations and eliminating transmission basis risk

Firm & Role on Project

FENGATE

Fengate: Sole Equity Provider, Finance Lead

Owner/Procuring Authority

CCA Group, LLC

Project Size & Value

48 turbines | 160 MW | $315.5 million

Project Current Status

Commercial Operations Date: 05/2024 | Contract Term End: 05/2039

Project Delivery

Equity-funded | 15-year PSA with Meta Platforms, Inc.

Prairie Switch Wind Project (Continued)



Risk Management & Revenue Stability

The financing structure stabilized cash flows and debt service obligations, providing predictability during early operating years. Federal tax equity financing monetized Production Tax Credits and Investment Tax Credits available under the Inflation Reduction Act.

The project also met domestic content requirements and prevailing wage/ apprenticeship standards, qualifying for enhanced credits and deductions.

Community & Economic Benefits

The project created more than 200 local jobs during construction, invested $12 million in the local economy, and will generate $60 million in tax revenue over its life.

By securing long-term offtake through a PSA with Meta, Prairie Switch contributes to both corporate decarbonization goals and regional grid reliability.

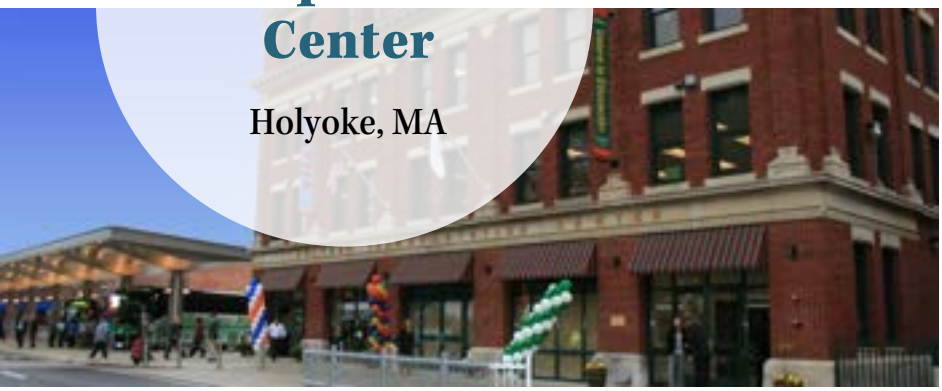






Holyoke Transportation Center

Holyoke, MA



Elements Similar to Project

- P3
- Local essential infrastructure
- Community benefits and job creation
- Gateway City redevelopment
- Transformed underutilized property
- Multiple financing sources

Project Description

Through a P3 and funding from multiple sources, OPAL and the City of Holyoke transformed a vacant firehouse and contaminated parking lot into a vibrant community asset.

The downtown site included a former city parking lot and a firehouse built in 1913 that had been vacant since 2001. The adaptive reuse project was delivered in collaboration with government agencies, the transit authority, Peter Pan Bus Lines, Springfield-Holyoke-Chicopee Head Start for daycare and preschool programs, and Holyoke Community College, which now occupies the third and fourth floors. The facility also features a bus ticketing counter, information booth, customer waiting area, and public restrooms.

Completed in 2010, the project has had a lasting positive impact on the Holyoke community. Improved transportation facilities have increased ridership to more than 7,000 riders per day and attracted a new bus line to service the City. The project created 300 construction jobs and 19 permanent full-time positions, with an emphasis on hiring local workers and filling new roles with residents from state Economic Target Areas.

The project preserved a historic building, added streetscape improvements that enhanced downtown's appearance and improved public safety, and has been recognized by FTA and MassDOT officials as a model for public transit facilities.

Firm & Role on Project

OPAL: Developer/Landlord, Equity Investor

Owner/Procuring Authority

City of Holyoke

Project Size & Value

31,540 sf | $8.4 million

Project Current Status

Completed 09-2010

Project Delivery

P3

Funding & Financing

$1.0 million OPAL equity
$2.9 million State funding
$4.5 million Federal funding





Mary Ellen McCormack Redevelopment

Boston, MA



Elements Similar to Project

- Alternative delivery - P3
- Community engagement and equity focus
- Mixed-use development
- $2 billion master planned redevelopment
- Climate/resiliency goals

Project Description

The redevelopment of the Mary Ellen McCormack (MEM) public housing community is a major public-private initiative led by WinnCompanies in partnership with the Boston Housing Authority (BHA) and Mary Ellen McCormack Task Force (MEMTF), an elected board of resident leaders.

Originally constructed in 1938 during the Great Depression, MEM was among the nation's first public housing projects and is the oldest in New England. Spanning nearly 30 acres and comprising 1,016 apartments across 35 buildings, the complex is being reimagined as a mixed-income, mixed-use community of opportunity.

Phase One Development

The redevelopment begins with the construction of The Embark, a $62 million apartment building and the first of eight new residential buildings planned as part of Phase One. The Embark will deliver 94 deeply affordable replacement units for existing MEM households, including a mix of one- to four-bedroom apartments. It is under construction and anticipated to be completed in Fall 2026.

Firm & Role on Project

WinnCompanies

WinnCompanies: Co-Developer, Ground Lesser, Building Owner

Owner/Procuring Authority

Boston Housing Authority

Project Size & Value

30 acres | $2 billion

Project Current Status

Under construction (Building A)
Permitting & Approvals Fall 2026

Project Delivery

Public-Private Partnership (P3)

Mary Ellen McCormack Redevelopment (Continued)

Development Scope

The nearly $2 billion redevelopment effort will unfold over two decades. Its primary goal is the one-for-one replacement of all 1,016 units, with each existing BHA household guaranteed the right to return to a newly constructed affordable unit, accompanied by the addition of over 2,000 middle-income and market-rate apartments. The existing 22 mid-rise buildings and 152 townhomes will be replaced with 20 new buildings creating nearly 3,300 units of mixed-income housing, 70,000 sf of retail and community space.

Climate Resilience & Sustainability Features

The site sits in current and future flood plains due to its proximity to Boston Harbor. The project will raise the grades of the property by 5 to 7 feet with all new buildings and critical infrastructure constructed above Climate Ready Boston's 2070 projected flooding scenario.

The Embark will meet Passive House certification and operate entirely on electric power, supported by a geothermal heating and cooling system- the first ever undertaken by WinnCompanies or the BHA. This system, combined with a high-performance building envelope, is expected to reduce energy use by 25% compared to conventional new construction.

Community Engagement & Equity

From the onset, residents have played an active role in shaping the project. The MEMTF will hold a 10% ownership stake in the replacement affordable units, and all current residents will have the guaranteed right to return to new apartments once completed.

Of the labor hours, 51% are targeted for Boston residents, 40% for people of color, 25% for Section 3 workers, and 12% for women. Contracting goals include 25% participation by minority-owned businesses and 15% by women-owned businesses.





Picture (top): *Mary Ellen McCormack in its original state.*

Picture (bottom): *The groundbreaking ceremony for The Embark, held in June 2025.*





Division of Capital Asset Management and Maintenance, Plymouth Trial Court

Plymouth, MA



Elements Similar to Project

- Alternative delivery - CMAR
- Courthouse project for DCAMM
- Public safety/justice/civic
- Government social infrastructure
- Community & stakeholder engagement
- Greenfield site

Project Description

Gilbane delivered the Plymouth Trial Court as part of DCAMM's initiative to modernize Massachusetts' judicial infrastructure. Built on a 13-acre greenfield site, the 189,150 sf facility consolidated the District, Housing, Superior, Juvenile, Probate, and Family Courts into one state-of-the-art complex.

The building provides 10 courtrooms, offices for 225 staff, public service areas, and a law library. Two distinct volumes are joined by a central public atrium, highlighted by a signature "lantern" entry that establishes a recognizable civic landmark.

Gilbane successfully managed all site work, including demolition of two existing wooden structures, new sidewalks, paved parking for 565 vehicles, and extensive landscaping and site improvements. The courthouse is fully operational today.

Through disciplined cost control, Gilbane returned $500,000 in contingency savings and $1 million from the HVAC/electrical buyout allowance, providing $1.5 million in total savings back to the owner against the original scope and GMP.

Firm & Role on Project

Gilbane: General Contractor

Owner/Procuring Authority

Commonwealth of Massachusetts Division of Capital Asset Management (DCAAM) and Plymouth District Court

Project Size & Value

13 acre site | 189,150 sf
$57.9 million

Project Current Status

Completed 08-2007

Project Delivery

CMAR

DCAMM, Plymouth Trial Court (Continued)

M/WBE Participation

Gilbane actively engaged the M/WBE community throughout construction, achieving more than 20% participation from M/WBE subcontractors.

Communication

Given the scale and complexity of consolidating multiple departments previously housed in separate locations, effective communication was critical.

Gilbane worked closely with end-user groups to gather input and guide decision-making. Weekly meetings brought together Gilbane, the design team, DCAMM, and user representatives, while monthly principal meetings—led by Gilbane's principal-in-charge and including key project and client leadership—provided a forum to resolve outstanding issues and track progress. This structure was created specifically for the project to support its broad stakeholder base, including DCAMM and multiple user groups.

Sustainability

Although not LEED-certified, the project placed strong emphasis on sustainability. The building incorporated energy-efficient systems, including a smart facilities management platform with daylight harvesting in the atrium, occupancy-based lighting controls, and a chemical-free water filtration system for the cooling tower.



"We are extremely pleased to be working with this project team....The completion of this building will produce a facility that will serve the state for decades to come, providing flexibility for future needs. And we're especially proud to have been able to deliver this exceptional project in a value-sensitive way, utilizing the expertise of our design and construction management team."

- Michael McKimmey, Former DCAMM, Deputy Commissioner (retired 2011)





Maricopa County South Court Tower

Phoenix, AZ



Elements Similar to Project

- Alternative delivery - CMAR
- Courthouse project
- Public safety/justice/civic
- Active campus
- LEED Gold certification
- Community & stakeholder engagement

Project Description

Gilbane provided CMAR services for the 16-story, 695,000 sf Maricopa County South Court Tower in Phoenix. The tower houses 32 courtrooms and includes central juror assembly space, offices and clerk areas, private judicial chambers, secure underground parking for county judges, a central in-custody holding area with vehicular sally port, and a secure underground tunnel connecting the new tower to the central court tower.

Extensive security measures were incorporated, including multiple control centers and biometric readers for iris and fingerprint scanning. The facility also features flexible juror seating and courtrooms, state-of-the-art public docket displays, juror check-in stations, and notification systems.

Gilbane's Transition Planning and Management group supported six autonomous courthouse tenants during the move, overseeing relocation of 22 judges and their staff to new collegial chambers. The two-phase relocation from six separate buildings included selection, procurement, delivery, and installation of new furniture, while maintaining uninterrupted court operations.

The South Court Tower achieved LEED Gold certification.

Firm & Role on Project

Gilbane: General Contractor

Owner/Procuring Authority

County of Maricopa

Project Size & Value

695,000 sf | $263.3 million

Project Current Status

Completed 03-2012

Project Delivery

CMAR

Maricopa County South Court Tower (Continued)

Interdisciplinary Document Coordination (IDC)

Over an 18-month period, Gilbane conducted six phased IDC reviews with 12 interim reports, identifying and resolving approximately 2,200 issues through six compliance checks. Key discrepancies included architectural/structural mismatches at foundation walls, inconsistencies between A/V and electrical plans, mechanical duct inlet sizes conflicting with schedules, and missing power connections for fire safety devices. The IDC process was instrumental in addressing these challenges.

Sustainability

Sustainability guided the project from start to finish. Efficient lighting and daylighting systems were integrated to reduce energy use, while locally sourced, high-recycled materials minimized environmental impact.

The construction waste strategy was highly effective, diverting more than 29,000 tons of debris from landfills.

BIM for Underground Utility Coordination

Gilbane coordinated all underground utilities within a 2x4 city block area, consolidating input from weekly meetings, subcontractors, surveyors, and hand-drawn as-builts into a single composite model. This model informed decisions on landscaping, bridge foundations, and fuel line placement, while protecting the critical fiber optic line serving downtown Phoenix and its 911 emergency call center.

Design-Assist

Gilbane brought key trade contractors—structural steel, precast, MEP systems, and specialized finishes—into the process early to streamline design and construction. Their involvement finalized design documents, enabled pre-purchase of critical components, and accelerated the schedule.

Trade partners also contributed constructability insights during design. Leveraging market conditions, Gilbane and the owner secured favorable pricing on more than 7,200 tons of structural steel and renegotiated costs for additional savings.

Prefabrication

Prefabrication was integral to quality and efficiency. Ductwork, piping, electrical rough-in, toilet batteries, precast clips, and security door connections were fabricated offsite, packaged, and delivered ready for installation.

BIM coordination allowed MEP teams to begin fabrication early, driving faster construction, reduced on-site labor, improved safety and quality, and a precast installation that finished one month ahead of schedule.

Safety Success

Liberty Mutual recognized Gilbane with three "Outstanding Completion" awards for no lost time injuries.



"It's very rare on construction projects of this magnitude to have a safety record being so exemplary as to have no (lost time) accidents. This courthouse is very, very important to the Board of Supervisors, we have fought for it and have moved it forward and we are so thankful for the hard work all have done on this project."

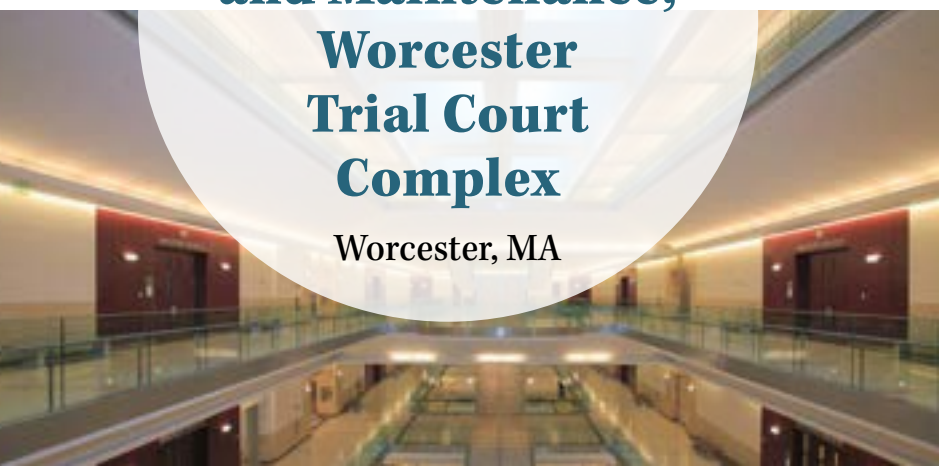
-Mary Rose Wilcox, former Maricopa County Supervisor, Maricopa County Downtown





Division of Capital Asset Management and Maintenance, Worcester Trial Court Complex

Worcester, MA



Elements Similar to Project

- Alternative delivery - CMAR
- Courthouse project for DCAMM
- Public safety/justice/civic
- Government social infrastructure
- Active adjacent sites
- Community & stakeholder engagement

Project Description

This project marked the Commonwealth of Massachusetts' first state agency initiative delivered under the construction management at-risk method. DCAMM initiated and supported special legislation to enable its delivery prior to the passage of Chapter 193, which later authorized use of this contracting approach for public projects over $5 million.

The six-level, 427,000 sf court complex houses all five court departments and provides 27 courtrooms, supported by three independent circulation systems—public, restricted, and secure.

Designed in the wake of heightened security concerns following September 11, the facility incorporates advanced safety and security features, including secure lockup areas, a protected main entrance, and fully separated circulation routes and meeting spaces for judges, attorneys, family members, and detainees.

Firm & Role on Project

Gilbane

Gilbane: General Contractor

Owner/Procuring Authority

Commonwealth of Massachusetts Division of Capital Asset Management (DCAAM)

Project Size & Value

427,000 sf | $146.3 million

Project Current Status

Completed 06-2007

Project Delivery

CMAR

Project Awards

2008 Public Project of the Year, CMAA

2008 Golden Trowel Award, International Masonry Institute, New England Region

2007 National Project Achievement Award, CMAA

DCAMM, Worcester Trial Court Complex (Continued)

Logistics Planning

This downtown urban project required "curb-to-curb" construction and extensive coordination with the city, neighbors, and an adjacent hotel project. Gilbane worked closely with the City of Worcester, local agencies, and stakeholders to ensure construction activities did not disrupt surrounding operations.

Value Management

Gilbane prepared three cost estimates and evaluated 100 potential value engineering items totaling $2.4 million with DCAMM. During procurement, the team incorporated cost-saving ideas from subcontractors, resulting in material and detail changes that lowered subcontract costs.

Key strategies included replacing an underground vault and specialized transformer with an exterior electrical transformer, saving approximately $250,000; selecting a unitized, pre-glazed curtainwall system, saving at least $1 million; and revising the steel erection sequence while relocating a large crane to the lower level, saving about $700,000.

The project ultimately finished $3 million under budget, with all contingency funds returned to DCAMM.

Prefabrication

The project utilized a prefabricated, pre-glazed window and curtainwall system, significantly reducing labor and installation time and saving hundreds of on-site hours. Drawing from recent experience, Gilbane recommended this approach for its efficiency and quality control. Unlike traditional on-site fabrication and glazing, which is time-intensive, this system sealed masonry wall openings within minutes.

Unforeseen Site Conditions

At the start of construction, crews encountered underground obstructions such as wood piles beneath concrete. Rather than remove them and risk major delays, the team conducted an as-built survey to map affected areas and repositioned pile drives to avoid conflicts, keeping the project on schedule.



"We are especially pleased with the quality results of the construction process. The Team completed this 100-year designed facility with constant vigilance on correcting all deficiencies through a regular team effort in over 900 inspections of various systems throughout the 35 month duration of the project."

- Michael McKimmey, Former DCAMM, Deputy Commissioner (retired 2011)



Superior Court Kings County Hanford Courthouse

Hanford, CA





Elements Similar to Project

- Consolidation of court operations
- Diverse courts program
- Daylighting to all courtrooms
- Secure circulation for public, staff, and in-custody populations
- Future expansion capacity
- On-site parking and site connectivity

Project Description

The Kings County Superior Court Hanford Courthouse is a bold civic landmark in California's Central Valley. Conceived to replace multiple dispersed court facilities, the project consolidated judicial operations into a single, efficient, and welcoming environment. The design expresses civic identity rooted in the region's agricultural heritage while addressing the court's need for improved security, accessibility, and long-term sustainability.

The courthouse demonstrates how thoughtful planning and design can transform a suburban site into a landmark destination for justice.

A Modern Courthouse Rooted in Place

The courthouse includes 12 courtrooms organized around a dramatic four-story atrium, bringing daylight deep into the building and creating a sense of openness. Its site design draws inspiration from the San Joaquin Valley's agricultural patterns, using terraced hardscapes and organic forms to establish a civic presence on a blank suburban site. Secure connectivity to the adjacent jail is provided through an underground tunnel, ensuring efficient in-custody transfer while maintaining public and staff separation.

A perforated art panel within the atrium reflects the geology and agricultural history of the region, creating a visual narrative that ties the building's modern form to its cultural roots. These moves transformed a blank canvas into a civic landmark that strengthens community identity.

Firm & Role on Project

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group: Architecture, Interiors, Courts Planning and Design, Engineering, LEED Coordination

Owner/Procuring Authority

Judicial Branch of California

Project Size & Value

144,000 sf | $86 million

Project Current Status

Completed 04-2016

Project Delivery

CM at Risk

Project Awards

2017 Honor Award, American Institute of Architects (AIA)

2014 Citation Award, AIA

2013 Justice Facilities Review Project, AIA Academy of Architecture for Justice

Superior Court Kings County Hanford Courthouse (Continued)

Performance and Longevity

Designed for a 100-year lifespan, the courthouse integrates durable exterior materials, including natural stone and metal panels, capable of withstanding the harsh Central Valley climate. Interior finishes such as porcelain and replaceable carpet tiles ensure long-term resilience in high-traffic areas. Mechanical systems were designed for redundancy and ease of maintenance, reflecting the owner's long-term operational priorities.

The project achieved LEED Silver certification through integrated strategies:

» Building orientation to minimize summer heat gain and maximize winter sun
» Daylight access to 95% of occupied spaces, reducing lighting energy use by up to 35%
» Advanced lighting controls coordinated with daylight and occupancy sensors
» Drought-tolerant landscaping, drip irrigation, and on-site stormwater management through bioswales and detention basins, projected to save over 500,000 gallons of water annually

Security and Circulation

Balancing security and openness was central to the design. Distinct circulation routes for public, staff, and in-custody populations converge only at the courtroom, maintaining safety while reinforcing dignity. Secure attorney-defendant conference rooms allow confidential meetings, and the dedicated tunnel connection to the adjacent jail eliminates risks associated with public transfers.

Community Engagement and Civic Identity

Community surveys and workshops informed priorities for accessibility, safety, and welcoming environments. This engagement shaped intuitive wayfinding, secure yet open public spaces, and amenities that reflect community values. The result is a courthouse that delivers justice while also building public trust in the civic realm.









Litchfield Judicial District Courthouse

Torrington, CT



Elements Similar to Project

Community revitalization via civic investment

- Consolidation of court operations
- Diverse courts program
- Secure circulation strategies
- Transparent design supporting public trust
- Integration with urban neighborhood

Project Description

The Litchfield Judicial District Courthouse redefines how justice facilities serve their communities. Conceived to unify four separate court divisions into a single, efficient, and welcoming environment, the project demonstrates how thoughtful design, advanced planning, and collaborative delivery can overcome complex challenges to create a civic landmark that embodies transparency, security, and sustainability.

A Civic Landmark for Justice & Community

Replacing four dispersed facilities, the courthouse consolidates the Superior Court, Family Services, Juvenile Court, and administrative offices into a one-stop judicial center.

> **This consolidation improves accessibility for the public, enhances efficiency for court staff, and establishes a new civic anchor for Torrington.**

The four-story building organizes 11 courtrooms and hearing rooms above a secure lower level. An adjacent structured parking facility provides dedicated spaces for jurors, staff, and visitors, reinforcing operational convenience and safety.

Project Awards

2020–2010 National Center for State Courts, Courthouse Retrospective Publication

2018 Justice Facilities Review Award of Merit, AIA Academy of Architecture for Justice

2018 New Construction Project, First Place, CT Building Congress

Firm & Role on Project

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group: Architecture, Interiors, Courts Planning and Design, LEED Coordination

Owner

State of Connecticut Judicial Branch

Project Size & Value

188,859 sf Courthouse + 29,200 sf Parking Structure | $63.5 million

Project Current Status

Completed 08-2017

Project Delivery

Design-Build

Litchfield Judicial District Courthouse (Continued)

Design Approach & Architectural Character

DLR Group's design integrates the courthouse into its neighborhood with sensitivity and civic presence. Drawing from traditional courthouse forms, the architecture incorporates a colonnade, brick and cast stone façade, and a prominent stair and clock tower that echoes Torrington's civic character.

These choices create a dignified, timeless image of justice while maintaining a welcoming identity for the public.

Functional Planning & Operational Efficiency

Each floor is dedicated to a specific court type, improving clarity and wayfinding for visitors while separating functions for security and efficiency. Judicial chambers, jury rooms, and support areas are grouped to reduce travel distances and streamline daily operations.

Dedicated staff circulation—including secure elevators, stairs, and continuous corridors—allows judges and court personnel to move between floors without entering public areas. This measure enhances both safety and workflow efficiency.

Security & User Experience

Security was seamlessly integrated into the architectural language of the courthouse. Screening occurs within the building's arcade, reducing its visual prominence, while interior planning provides clear sightlines across high-volume areas.

Passive design strategies contribute to a safe environment without detracting from the building's openness. This balance was praised by the AIA Justice Facilities Review for effectively blending security with dignified civic design.

Community Engagement & Site Integration

Located beside an established residential neighborhood, the project required strong community dialogue. The design-build team conducted town hall meetings to share updates and address concerns about traffic and construction impacts. Streetscape improvements and a new bus line enhanced public connectivity, ensuring the project served both the judicial system and its surrounding urban fabric.



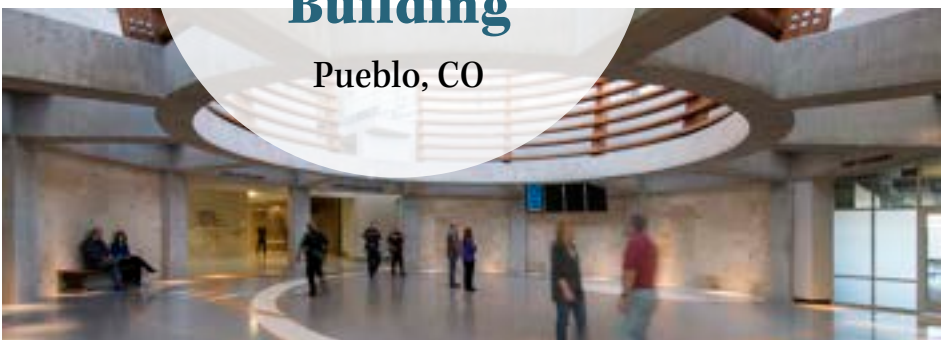






Pueblo County Dennis Maes Pueblo Judicial Building

Pueblo, CO



Elements Similar to Project

- Downtown urban site
- Consolidation of court operations
- Diverse courts program
- Secure separation of public, staff, and in-custody circulation
- Sustainability and LEED Silver certification

Project Description

The Dennis Maes Pueblo Judicial Building exemplifies how strategic civic investment can transform an underutilized site into a modern justice center that reinforces community identity. Rising from a former rail corridor, the project delivers a high-performance judicial facility that blends sustainability, operational efficiency, and cultural symbolism. Designed to serve the 10th Judicial District of Colorado, it redefines the role of justice architecture in downtown Pueblo by honoring heritage while enabling progress.

Architectural Symbolism & Urban Integration

Located on the footprint of a former rail corridor, the courthouse is a bold civic gesture anchoring the west end of 5th Street. Its signature rotunda draws inspiration from Pueblo Indian kivas, while a wood-framed aedicule within a glass cylinder evokes the region's historic coke ovens. A skylight oculus brings daylight into the heart of the building, reinforcing its symbolic role as a place of justice and community.

This urban design move conceptually brackets downtown Pueblo and enhances its civic identity, positioning the courthouse as both a functional facility and a cultural landmark.

Firm & Role on Project

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

DLR Group: Architecture, Interiors, Courts Planning and Design, Engineering, LEED Coordination

Owner/Procuring Authority

Colorado Judicial Branch

Project Size & Value

182,350 sf | $54.9 million

Project Current Status

Completed 08-2014

Project Delivery

CM at Risk

Project Awards

2016 AIA Justice Facility Review, AIA Academy of Architecture for Justice

2015 AIA Award of Excellence, AIA Orlando Chapter

2015 IIDA BEST Award, IIDA Rocky Mountain Chapter

2010 AIA Award of Merit, AIA Colorado South Chapter

Pueblo County Dennis Maes Pueblo Judicial Building (Continued)

High-Performance Judicial Facility

The new facility replaces a deteriorating 1960s courthouse, providing modernized space for jury assembly, the Clerk of Court, and first appearance functions on the ground level to reduce elevator reliance. Judicial suites are grouped in pavilions to encourage collaboration and enable flexible courtroom sharing.

The courthouse achieved LEED Silver certification through multiple high-performance measures:

» Advanced lighting controls and deep floor plates to maximize daylight penetration
» High-efficiency HVAC units and evaporative heating/cooling systems
» Building Integrated Photovoltaics to support on-site energy generation
» Elimination of harmful refrigerants for healthier indoor air
» Remediation and redevelopment of a contaminated brownfield site into a civic anchor

Secure & Purposeful Circulation

Three distinct circulation routes—public, restricted staff, and secure in-custody—intersect only at the courtroom, ensuring safety and privacy while maintaining operational efficiency. Secure attorney-defendant conference rooms support confidential meetings, and separate parking/service zones reinforce safety through controlled access. Vehicle setbacks and externalized security screening mitigate threats without compromising the civic presence of the building.

Community Engagement & Renewal

The courthouse transformed a neglected rail corridor into a vibrant civic destination. Early environmental remediation and brownfield redevelopment set the stage for reinvestment in downtown Pueblo, while stakeholder involvement guided integration with the surrounding commercial district.

The result is a judicial facility that strengthens civic pride and contributes to downtown revitalization.







Springfield Technical Community College, Rubenzahl Student Learning Commons

Springfield, MA



Elements Similar to Project

- Active campus
- Local project in Springfield, MA
- Multiple stakeholders/users, including DCAMM, National Park Service, and City of Springfield
- Sustainable design - LEED Silver
- Key leader participation: Philip Chen FAIA, PIC

Project Description

Springfield Technical Community College is a critical resource for Western Massachusetts and the Commonwealth. As a federally-designated Hispanic Serving institution and a student body comprised of more than 50% minorities, the college expands access to education and workforce development for a diverse population.

Annum's Student Learning Commons project consolidated student services into a 764-foot-long building originally constructed in 1846 as a storehouse for the Springfield National Armory and listed on the National Register of Historic Places.

Four hubs were created within the building for current and prospective students and their families: the Library Learning Commons, Enrollment Center, Advising Center, and a Student Life Center that includes a bookstore and offices for student clubs. Gathering and social spaces, previously nonexistent elsewhere on campus, were integrated throughout the facility, encouraging both intentional and chance interaction across the College community.

The project upgraded the existing envelope and integrated new systems into the historic architecture, resulting in a high-performing, sustainable building certified LEED Silver. Site improvements included new parking, expanded green space, and safer connections with surrounding campus buildings.

Firm & Role on Project

annum

Annum: Design Lead and Architect of Record

Owner/Procuring Authority

Springfield Technical Community College/DCAMM

Project Size & Value

100,000 GSF Adaptive Reuse
$50.2 million

Project Current Status

Completed 12-2019

Project Delivery

CMAR (Chapter 149A)

Project Awards

2021 BSA Higher Education Facilities Design Honor Award

2021 AIA New England, Citation Award

2019 Preservation Massachusetts, Robert H. Kuehn, Jr. Award





Lowell Trial Courts

Lowell, MA



Elements Similar to Project

- Integrative Design Process
- Energy Efficient Design Collaboration
- High Performance Building Envelope
- LEED Platinum Certification
- Justice/Court Building

Project Description

The Lowell Justice Center is the first courthouse in Massachusetts—and the first state courthouse in the nation—to achieve LEED Platinum certification, setting a new benchmark for sustainable civic architecture.

Located within the Lowell National Historic Park, the project was conceived as both a critical justice facility and a model for advancing the Commonwealth's climate leadership.

The building was one of three pilot studies under DCAMM's Zero Net Energy initiative and was subject to Executive Order 484: Leading by Example – Decarbonizing and Minimizing Environmental Impacts of State Government.

TGE provided sustainable design consulting, LEED project management, and energy modeling services to guide the courthouse toward exemplary performance. Designed to operate on just 40% of the energy of a typical facility, the building integrates a high-performance envelope, daylight-optimized glazing, chilled beams, displacement ventilation, and rooftop photovoltaic panels. These systems work together to reduce environmental impact while improving occupant comfort and resilience over the building's lifecycle

Firm & Role on Project

The Green Engineer
Sustainable Design Consulting

TGE: Sustainable Design Consulting, LEED Project Management, and Energy Modeling Services

Owner/Procuring Authority

Commonwealth of Massachusetts Division of Capital Asset Management (DCAAM)

Project Size & Value

265,000 sf | $146 million

Project Current Status

Completed 2020

Project Awards

2021 BSA Design Award for Accessible Design

2023 AIA Justice Facilities Award.





C. Gerald Lucey Building, Division of Unemployment Assistance

Brockton, MA



Elements Similar to Project

- Integrative Design Process
- Energy Efficient Design Collaboration
- High Performance Building Envelope
- LEED Certification
- Public/Community Service Building
- Embodied Carbon reductions using wbLCA

Project Description

The C. Gerald Lucey Building, a new 35,000 sf, three-floor facility for the Massachusetts Department of Unemployment Assistance, was the first publicly procured cross-laminated timber (CLT) project of this scale in Massachusetts. Combining CLT and steel hybrid construction, the building advanced DCAMM's goals for innovative, low-carbon civic architecture while delivering a healthy, flexible workplace.

TGE provided sustainable design consulting, LEED project management, and whole-building life cycle assessment (wbLCA) and daylight modeling services.

These tools informed design decisions that reduce embodied carbon, optimize natural light, and support compliance with DCAMM's sustainable design requirements and Executive Order 484: Leading by Example – Decarbonizing and Minimizing Environmental Impacts of State Government.

Program spaces include offices, hearing rooms, a call center, training rooms, and support areas. Features such as daylight-adjusting illumination, raised floors for adaptable power distribution, and sound-absorbent baffles in the call center enhance occupant comfort and functionality. Together, these strategies enhance the user experience while showcasing the Commonwealth's leadership in advanced construction technologies and its commitment to climate goals.

Firm & Role on Project

The Green Engineer
Sustainable Design Consulting

TGE: Sustainable Design Consulting, LEED Project Management, and wbLCA and Daylight Modeling Services

Owner/Procuring Authority

Commonwealth of Massachusetts Division of Capital Asset Management (DCAAM)

Project Size & Value

35,000 sf | $281 million

Project Current Status

Completed 2022

Project Awards

ENR Best Project Award (2023), Project of the Year for the New England region

CMAA Project Achievement Award (2022)

BE+ Sustainable Construction Innovation Award (2022)





Ontario Court of Justice

Toronto, Ontario



Elements Similar to Project

- Alternative delivery (DBFM)
- Civic architecture
- Physical and technical security, protective design, and separation between public and diplomatic staff circulation
- Multiple stakeholders and users
- Sustainable design

Project Description

The Ontario Court of Justice in Toronto consolidates six courthouses into a 19-storey, 780,000 sf facility with 63 hearing rooms, advanced security, and Ontario's first courthouse learning center. Delivered through a DBFM model, the project highlights EDFS's capability to manage complex, high-security civic facilities over decades.

EDFS provides 30 years of property management services under a performance-based contract. The scope covers plant operations, utilities, help desk, cleaning, grounds, waste, food service, and pest control, alongside security systems, physical guarding, and prisoner holding areas. Lifecycle replacement and refurbishment are managed through guaranteed pricing developed during design, with special attention to secure equipment access and replacement in a downtown high-rise environment.

Environmental stewardship is embedded through a tailored management system that monitors LEED Gold targets for energy efficiency and indoor air quality. Technology-intensive systems such as AV and CCTV are supported by hybrid maintenance strategies, combining trained EDFS staff with vendor expertise.

By engaging early in design, EDFS applied whole-life costing to influence maintainability and sustainability from the start, ensuring efficient operations and cost certainty. This integrated approach to courthouse management directly reflects the long-term facilities role EDFS will bring to Project.

Firm & Role on Project

EllisDon FACILITIES SERVICES INC.

EllisDon Facilities Services:
Property Manager

Owner/Procuring Authority

Infrastructure Ontario

Project Size & Value

$460 million (Capital Cost)
$6 million (Property Management Fee per Annum)

Project Current Status

Operational as of 01-2023

Project Delivery

Design-Build-Finance-Maintain

Project Awards

National Award of Merit: Environmental, Social and Governance, Canadian Council for P3s (CCPPP), 2024

Accessibility Certified Gold, Rick Hansen Foundation, 2023

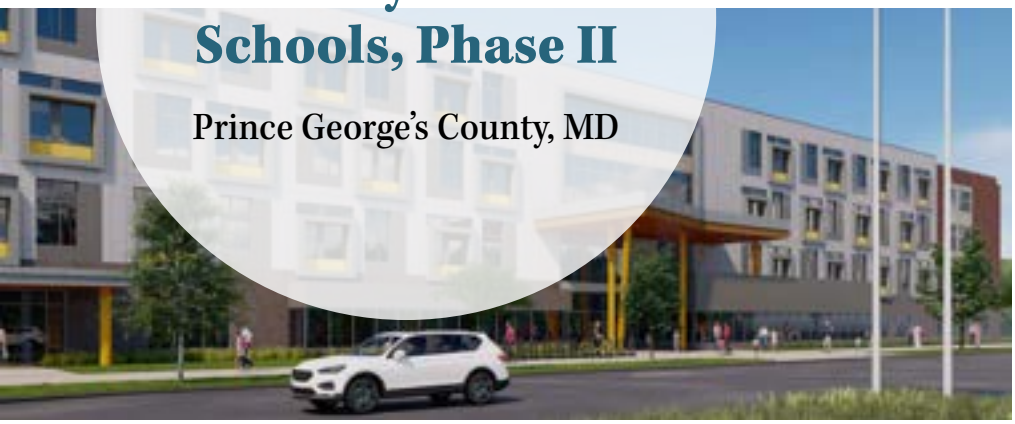
Silver Award for Development, CCPPP, 2019

Top 100 Biggest Infrastructure Projects, ReNew Canada, 2018



Prince George's County Public Schools, Phase II

Prince George's County, MD



Elements Similar to Project

- DBFM delivery with 30-year FM
- Early FM role in design
- Large, community-serving facilities
- Net Zero ready / LEED v4 BD+C
- Local and minority business participation
- Janitorial services remain with lessee

Project Description

The Prince George's County Schools Bundle is EllisDon's first major U.S. public-private partnership as both developer and long-term property manager. The program replaces 11 aging schools with 8 new facilities serving 130,000 students and 22,000 staff, delivered in three bundles with phased openings from 2026 through 2028.

EDFS participated from the design phase, shaping building systems and site planning with whole-life operational strategies. Over a 30-year management term, EDFS will provide preventive and reactive maintenance across structural, architectural, mechanical, and electrical systems, along with capital improvement services, utilities management, help desk support, pest control, and site/grounds maintenance. Janitorial services will remain with the School Board, requiring seamless coordination of roles.

Sustainability is central to the program, with schools designed for Net Zero readiness and targeting LEED v4 BD+C Schools Certification. Features include geothermal heating and cooling, high-performance envelopes, healthy materials, advanced stormwater management, and EV charging. Lifecycle planning accounts for long-term replacement of these advanced systems to preserve performance and cost predictability.

The project highlights EDFS's commitment to community and minority business participation while demonstrating its ability to deliver sustainable, long-term performance on large, community-critical U.S. facilities through a collaborative DBFM model.

Firm & Role on Project

EllisDon

EllisDon

Facilities Services:
Property Manager

Owner/Procuring Authority

Prince George County School Board

Project Size & Value

$800 million (Capital Cost)
$8 million (Property Management Fee per Annum)

Project Current Status

Under construction

Project Delivery

Design-Build-Finance-Maintain

Project Awards

North America Social Infrastructure Deal of the Year (Proximo, 2025)

Key Staff Resumes



Franklin County Court of Common Pleas
Gilbane Building Company



Clackamas County Circuit Courthouse
Fengate and DLR Group









Martin Klepper

Steering Committee Member

Employed by

FENGATE

Title at Firm

Chairman, U.S. Infrastructure

Years of Experience

45 years

Education

J.D. Rutgers Law School

B.S. University of Pennsylvania, Wharton School, Finance

Martin's Experience

- **Major Finance Leadership:** Over 45 years developing competitive finance solutions for P3 projects, closing more than 100 major transactions totaling over $20 billion including federal and state infrastructure financing
- **Senior Government Finance Experience:** Served as first Executive Director of USDOT Build America Bureau, responsible for federal credit programs and loan guarantees including TIFIA's $2 billion Washington Metro Dulles expansion financing
- **Large-Scale Airport Infrastructure:** Led financing on major airport projects including $1.3B LAX ConRAC facility, $800M Newark ConRAC facility, and $4.8B JFK Terminal 6 redevelopment as Finance Director and Board Member

Martin will provide executive oversight of the Project including negotiations, contractual agreements, and financing structure development, while serving as the executive point of contact for the Authority and managing consortium accountability for Project delivery. He will direct the consortium's Financing Team and leverage his deep relationships with advisors, debt financiers, and legal professionals to satisfy lender concerns and lead financing negotiations.

Newark Liberty International Airport Consolidated Rent-a-Car Facility DBFOM Lease Lease-back ● $652.8M

Project Company Board Member. The new six-floor, 2.1 million sf consolidated rent-a-car (ConRAC) and public parking facility at Newark Liberty International Airport supports ten separate rental car operations, improves airport passenger flow while generating maintenance and operational efficiencies for the rental car companies.

Los Angeles International Airport Consolidated Rent-a-Car Facility DBFOM ● $1.3B

Board Member. The new 6.3 million sf facility consolidates the operations of rental car agencies at Los Angeles International Airport (LAX), which were spread across 23 separate properties surrounding the airport and is the largest ConRAC facility built to date. The new facility greatly enhances LAX passenger experience, reduces traffic congestion, increases operational efficiencies, and improves land use.

JFK Airport Terminal 6 Redevelopment DBFOM ● $4.8B

Finance Director. The new 1.2 million sf state-of-the-art new international terminal, will be an anchor to the north side of John F. Kennedy International Airport. It will have the capacity for ten new gates, significantly larger waiting areas, over 100,000 sf of commercial dining and retail amenities, lounges, and recreational spaces. The new terminal will also incorporate the latest advances in both sustainability and security, infused with the partners' renowned customer experience, operational excellence, and a uniquely New York sense of place.

Transform 66 (Outside the Beltway) DBFOM ● $1.2B

Finance Advisor. This 22.5-mile long DBFOM P3 project for I-66 Express Lanes was the largest greenfield revenue-risk surface transportation project to reach financial close in the U.S., adding managed lanes to a highly congested urban corridor in a suburb of Washington, DC.







Mac Bell

Project Executive

Employed by

FENGATE

Title at Firm

Managing Director, Infrastructure Investments

Years of Experience

20 years

Education

MBA, University of Western Ontario

BS, Mechanical Engineering, University of British Columbia

CFA Institute, Level III

Awards

Excellence in Private Sector Leadership Award, National Coalition for Public Private Partnerships (NCP3), 2019

Mac's Experience

- **Courthouse Experience:** Project Executive for the $313M Clackamas County Circuit Courthouse, achieving financial close in challenging market conditions
- **Large-Scale Project Leadership:** Directed $9 billion in P3 infrastructure projects over 5 years, managing complex multi-partner teams through full project lifecycle
- **Public Sector Expertise:** 20 years leading complex, stakeholder-intensive public infrastructure investments with dual finance-engineering background

Mac will be responsible for all aspects of bid delivery, including the negotiation of the Project Agreement, negotiation of the consortium's contractual arrangements with its design-build and facilities management providers, and co-leading the development of the consortium's financing structure. Following the financial closing of his DBFM projects, Mac becomes a member of the project companies' board of directors to ensure a smooth transition from bid phase into construction.

Clackamas County Circuit Courthouse DBFM ● $313M

Project Director. Fengate is developer and 100% equity investor with DLR Group as Lead Designer for the new 250,000 sf courthouse with 16 courtrooms, 20 judicial chambers, space for the District Attorney's Office, secure loading and staging areas, enhanced prisoner transfer facilities, jury assembly and grand jury spaces, safe corridors for courthouse users, and secure holding cells for violent offenders. This facility is designed to achieve LEED Gold certification. Amid turbulent financial and construction markets, project closing in 2022 has been hailed as a momentous achievement in the industry in the US.

Prince George's County Public Schools, Blueprint School Bundle Phase 1 DBFM ● $544M

Project Director. Fengate is developer and equity investor with Gilbane as Design-Builder for this first multi-school P3 design-build-finance-maintain program in the U.S. The team built six new schools faster, cutting delivery time in half with lower construction costs and preventative maintenance.

Newark Liberty International Airport Consolidated Rent-a-Car Facility DBFOM Lease Lease-back ● $652.8M

Project Company Board. The new six-floor, 2.1 million sf consolidated rent-a-car (ConRAC) and public parking facility at Newark Liberty International Airport supports ten separate rental car operations, improves airport passenger flow while generating maintenance and operational efficiencies for the rental car companies.

Los Angeles International Airport Consolidated Rent-a-Car Facility DBFOM ● $1.3B

Project Company Board Member. The new 6.3 million sf facility consolidates the operations of rental car agencies at Los Angeles International Airport (LAX), which were spread across 23 separate properties surrounding the airport and is the largest ConRAC facility built to date. The new facility greatly enhances LAX passenger experience, reduces traffic congestion, increases operational efficiencies, and improves land use.







Bianca Steer

Project Director

Employed by

FENGATE

Title at Firm

Vice President, Infrastructure Investments

Years of Experience

22 years

Education

MBA, Australian National University

BS, Business Administration (Finance), University of Tennessee

Client Quote

"I really appreciated working with Bianca and the FP3 team. It was a collaborative environment where I felt listened to and when issues were raised, we worked on a solution together."

- Debbie Spradley,
Trial Court Administrator,
Clackamas County
Circuit Court

Bianca's Experience

- **Courthouse Experience:** Served as Project Director on $313M Clackamas County Circuit Courthouse DBFM project, managing technical, commercial and financial workstreams and driving one of the fastest P3 procurements in the U.S.
- **Comprehensive P3 Project Delivery:** 22 years delivering major P3 projects across all phases from procurement through construction to operations for county, city, state, and federal clients in North America and Australia
- **Progressive Delivery Model Expertise:** 12 years specializing in pre-development delivery models with focus on collaborative development and optimization of project requirements, design, pricing, and risk management

Bianca will work closely with Project Executive Mac Bell to support key aspects of the phased works, including: consortium integration, legal/commercial negotiations (project agreement, drop-downs and financing), financing, and transaction execution.

Clackamas County Circuit Courthouse DBFM ● $313M

Project Director. Fengate is developer and 100% equity investor with DLR Group as Lead Designer for the new 250,000 sf courthouse with 16 courtrooms, 20 judicial chambers, space for the District Attorney's Office, secure loading and staging areas, enhanced prisoner transfer facilities, jury assembly and grand jury spaces, safe corridors for courthouse users, and secure holding cells for violent offenders. This facility is designed to achieve LEED Gold certification.

Bianca managed the technical, commercial and financial workstream for the consortium and was the day-to-day point of contact for the County. She was instrumental in driving the procurement to be one of the fastest P3 procurements ever conducted in the US including only an 8-week period from the Board of Commissioners approval of the FP3 final submission to financial close.

Prince George's County Public Schools, Blueprint School Bundle Phase 1 DBFM ● $544M

Asset Management Support. Fengate is developer and equity investor with Gilbane as Design-Builder for this first multi-school P3 design-build-finance-maintain program in the U.S. The team built six new schools faster, cutting delivery time in half with lower construction costs and preventative maintenance.

National Western Center - New Equestrian Center, Hotel, and Parking Garage DBFM ● $350M

Project Director. Fengate is the lead developer and equity investor selected to work with the City and County of Denver through an exclusive pre-development period to design, build, finance, operate and maintain 3 million+ sf of new arena and hotel facilities through multiple phases. Phase 1 delivery of the facilities will align with the January 2028 National Western Stock Show and the grand opening of the Livestock Center.

Ravenhall Prison DBFM ● AUD$670M

Predevelopment and Development Manager. The 1,000-bed Ravenhall Prison Project is one of Australia's largest prison projects. Recognized as the first Australian P3 in nearly two decades to include a full suite of operations services. Financing the project was particularly challenging given the unique risk profile of operations services; however, a highly customized and efficient financing solution was secured from a strong group of financiers (three banks and an offshore specialist custodial services investor).







Andrea McLean

Senior Vice President, Asset Management Team

Employed by

FENGATE

Title at Firm

Senior Vice President, Asset Management

Years of Experience

16 years

Education

Honors Bachelor of Science, McGill University,

MBA, Sauder School of Business, University of British Columbia

Andrea's Experience

- **Courthouse Asset Management:** Asset Management Director on $313M Clackamas County Circuit Courthouse and $379M Waterloo Region Courthouse projects, providing technical oversight of design, construction, and operations
- **Extensive P3 Portfolio Leadership:** Responsible for Fengate's entire portfolio of 33 P3 projects valued at $15 billion with over $800 million in equity investments
- **Project Lifecycle Expertise:** 16 years managing all phases including business case development, procurement, design, construction and operations with experience in contractual dispute resolution and performance management

Andrea will lead the asset management activities under the Lease, providing technical oversight of the performance of all design, construction and operations obligations. She will also support the fulfillment of key technical activities, including delivery schedule management, team integration, quality management, operational performance (including tracking failures and deductions) and lifecycle works. She will confirm on a rolling basis that lifecycle works are properly backstopped by an appropriately sized liquid performance security package.

Clackamas County Circuit Courthouse DBFM ● $313M

Asset Management Director. Fengate is developer and 100% equity investor with DLR Group as Lead Designer for the new 250,000 sf courthouse with 16 courtrooms, 20 judicial chambers, space for the District Attorney's Office, secure loading and staging areas, enhanced prisoner transfer facilities, jury assembly and grand jury spaces, safe corridors for courthouse users, and secure holding cells for violent offenders. This facility is designed to achieve LEED Gold certification.

Prince George's County Public Schools, Blueprint School Bundle Phase 1 DBFM ● $544M

Asset Management Director. Fengate is developer and equity investor with Gilbane as Design-Builder for this first multi-school P3 design-build-finance-maintain program in the US. The team built six new schools faster, cutting delivery time in half with lower construction costs and preventative maintenance.

Waterloo Region Courthouse DBFM ● $379M

Asset Management Director. Fengate is the developer and equity investor for the new facility that consolidates the Superior Court of Justice and Ontario Court of Justice in a modern facility that serves the cities of Waterloo, Kitchener, and Cambridge, as well as the greater Southern Ontario region. The facility, which includes seven floors of building space as well as a barrier-free public plaza, is one of the largest and most accessible courthouses in Ontario, and a prominent community fixture in the heart of downtown Kitchener/Waterloo.

Newark Liberty International Airport Consolidated Rent-a-Car Facility DBFOM Lease Lease-back ● $652.8M

Asset Management Director. The new six-floor, 2.1 million sf consolidated rent-a-car (ConRAC) and public parking facility at Newark Liberty International Airport supports ten separate rental car operations, improves airport passenger flow while generating maintenance and operational efficiencies for the rental car companies.









Peter Picknelly

Steering Committee Member & Community Relations

Employed by

OPAL

Title at Firm

Owner

Years of Experience

25 Years

Education

Boston University

Qualifications

American Bus Association Board of Directors

Western Massachusetts Economic Development Council Board of Directors

Connecticut Bus Association Past President

Western Mass Chiefs of Police Association Member

Peter's Experience

- **Springfield Community Leadership Experience:** Third-generation Springfield native with extensive experience in P3s, including $8.4M Holyoke Transportation Center that created 300 construction jobs and serves 7,000+ daily riders
- **Large-Scale Development and Historic Preservation:** Owner of OPAL Real Estate Group with over 1 million sf of development experience across eight companies, specializing in adaptive reuse projects like the Picknelly Adult and Family Education Center
- **Local Economic Development Expertise:** Board member of Western Massachusetts Economic Development Council and the Greater Springfield Convention and Visitors Bureau with deep community connections, leading Court Square redevelopment in partnership with Commonwealth, MGM Springfield, and WinnDevelopment

Peter will provide local community leadership and development expertise, leveraging his local relationships, development experience, and proven track record in complex multi-stakeholder projects to ensure successful community integration and long-term project success.

Holyoke Transportation Center P3 ● $8.4M

Steering Committee Member. OPAL transformed a vacant 1913 firehouse and contaminated parking lot into a vibrant community asset. The adaptive reuse project was delivered in collaboration with government agencies, Pioneer Valley Transit Authority, Peter Pan Bus Lines, Head Start programs, and Holyoke Community College. The facility now serves over 7,000 daily riders, created 300 construction jobs and 19 permanent positions, and has been recognized by FTA and MassDOT as a model for public transit facilities.

Courthouse Square Redevelopment P3 ● $6.5M

Steering Committee Member. OPAL transformed a long-abandoned district court building—vacant for 12 years after the court moved out and posing safety risks from a failing slate roof—into student housing that reconnected Westfield State students with downtown. Transferred from the Westfield State College Foundation in 2012, the property underwent mold remediation and a complete historic renovation, all delivered in just 10 months and opened at the start of the 2013–2014 semester. The project turned an eyesore and liability into a catalyst for the City's Gaslight District Upgrade program, designed to bring more people to the downtown area.

ThirtyOne Elm Apartments P3 ● $54.5M

Steering Committee Member. In 2023, OPAL Real Estate and WinnDevelopment completed the redevelopment of the historic Court Square Hotel in downtown Springfield. Now known as the ThirtyOne Elm Apartments, the community delivers 74 market-rate and workforce housing units in the heart of the city. First identified by the Urban Land Institute in 2007 as a top revitalization priority, the long-awaited project was realized through the OPAL/WinnDevelopment partnership and the support of leaders across local, state, federal, and private sectors.









Gilbert's Experience

- **Large Mixed-Use Development Leadership:** CEO overseeing $2B Mary Ellen McCormack redevelopment, a 30-acre public housing transformation creating 3,000+ mixed-income units, and $200M Sibley Square adaptive reuse project converting 1.1 million sf landmark into 280 apartments with office and retail
- **Public-Private Partnership Expertise:** Leads 4,300+ employees across 27 states that manage 760+ properties and 116,337 apartments, demonstrating extensive experience in complex financing structures and community stakeholder engagement essential for long-term public facility partnerships
- **Award-Winning Community Development Focus:** Inducted into Affordable Housing Finance Hall of Fame with proven track record delivering mixed-income developments that enhance surrounding communities, bringing strategic oversight and human-centered organizational leadership to project governance

Gilbert Winn

Steering Committee Member

Employed by

WinnCcompanies

Title at Firm

Chief Executive Officer

Years of Experience

25 years

Education

B.A., University of Pennsylvania

Under Gilbert's leadership, WinnCompanies has built enduring partnerships with Gateway Cities across the Commonwealth—including Springfield, Holyoke, Chicopee, and Westfield—delivering and managing more than 3,000 high-quality affordable homes. In Springfield alone, the firm supports more than 600 residences and has another 1,200 units in development, helping to strengthen neighborhoods and expand access to sustainable housing. Gibert will be responsible for advising and approving decisions made by the WinnCompanies project leaders.

Mary Ellen McCormack Redevelopment P3 ● $2B

CEO. The redevelopment of the 30-acre Mary Ellen McCormack public housing community is led by the primary goal of the one-for-one replacement of all 1,016 existing units, where each household is guaranteed the right to return. They will be accompanied by the addition of over 2,000 middle-income and market-rate apartments, creating a diverse neighborhood accessible for those of varying economic levels. When complete, the development will also feature a broad range of neighborhood amenities like small businesses and retail, open green space, and a Community of Opportunity Center complete with robust programming, where residents can go for job training, educational classes, senior services, and children's' activities. The very first building, The Embark, a $62 million building is under construction. As a 100% affordable building, will contain 94 units of BHA replacement housing and will feature robust resident amenities.

Sibley Square P3 ● $200M

CEO. Sibley Square, formerly the Sibley Department Store, is a redeveloped 1.1 million sf landmark in downtown Rochester, NY. WinnCompanies transformed it into a vibrant mixed-use development with 280 units of market-rate, middle-income, and affordable apartments, as well as 400,000 sf of office space and 75,000 sf of retail space. Supported by varied financing, the project overcame design and operational challenges, created jobs, and engaged the local community. Sibley Square now attracts 18,000 daily visitors and is nearing full occupancy, serving as a model of collaborative urban revitalization and adaptive reuse, while honoring the site's historical legacy and supporting diverse residential and commercial needs.









Michael's Experience

- **Local Government and Community Engagement Leadership:** Nine years as Worcester City Manager successfully implementing economic development programs resulting in $1.3 billion in planned development activity and establishing five Neighborhood Revitalization Strategy Areas focused on housing and community improvements
- **Public-Private Partnership Development:** Spearheaded "Buy Worcester Now" partnership between city, banks, lending institutions, and Commonwealth of Massachusetts, demonstrating expertise in multi-stakeholder collaboration essential for complex public facility projects
- **Springfield Community Development Experience:** Executive Vice President leading $54.5M ThirtyOne Elm Apartments redevelopment in downtown Springfield, transforming historic Court Square Hotel into 74 housing units with backing from local, state, federal and private sector leaders

Michael V. O'Brien

Community Relations

Employed by

WinnCompanies

Title at Firm

Executive Vice President

Years of Experience

37 years

Education

B.S. University of Massachusetts, Amherst

Michael will leverage his extensive municipal government experience and proven track record in Springfield to facilitate stakeholder engagement, navigate local regulatory processes, and build community support for the justice center project throughout its 40-year lifecycle. As City Manager for Worcester, Michael helped found the Commonwealth's Gateway Cities Program. As the former leader of the Commonwealth's largest Gateway City, he brings firsthand experience with the needs, challenges, opportunities, and pathways to success for Gateway Cities.

ThirtyOne Elm Apartments P3 ● $54.5M

Executive Vice President. In 2023, WinnDevelopment in partnership with Opal Real Estate completed the high-impact redevelopment of the historic Court Square Hotel in downtown Springfield. Now known as the ThirtyOne Elm Apartments, the community features 74 market-rate and workforce housing apartment homes nestled in the heart of the city. The long-awaited project was identified by the Urban Land Institute in 2007 as a top priority for Springfield's revitalization and was made successful due to the Opal/WinnDevelopment partnership, and the backing of leaders at the local, state, federal and private sector levels.

The Residences at Lincoln Square P3 ● $52M

Executive Vice President. The project, which is currently under construction, will transform a historic Worcester landmark into 80 units of much needed affordable housing for seniors ages 55 and older. The iconic Boys Club building will become 16 apartment homes as well as resident amenity and community space. A new, adjoining 63,000 sf building is being constructed adjacent over the Lincoln Tunnel. It is the first air rights project in Worcester and will contain 64 apartments. Now known as the Residences on Lincoln Square, it is slated for completion in mid 2026.









Michael A. O'Brien

Principal-in-Charge

Employed by

Gilbane

Title at Firm

Senior Vice President
New England Division Leader

Years of Experience

32 years

Education

B.S., Mechanical Engineering, Boston University

Qualifications

OSHA 30-Hour Trained

Michael's Experience

- **DCAMM Courthouse Expertise:** Project Manager for the $146M Worcester Trial Court Complex, the largest court facility in Massachusetts with 27 courtrooms housing five court departments, completed on schedule and under budget
- **MA Public Construction Leadership:** 32-year construction veteran with extensive DCAMM project experience including $355M Lemuel Shattuck Hospital and $243M Worcester Recovery Center, with deep understanding of MA public sector delivery
- **Division Leadership:** Senior Vice President overseeing Gilbane's Massachusetts, Rhode Island, Connecticut, and Northern New England offices with revenues exceeding $908M in 2023, providing organizational resources and accountability

Michael will hold overall accountability for successful delivery of both preconstruction and construction phases, setting the standard of excellence and fostering collaborative relationships among all stakeholders including Massachusetts Trial Court, DCAMM, DLR, subcontractors, and user groups. Empowered to leverage the full resources of the Gilbane organization, Michael will actively support the project team to ensure the Massachusetts Trial Court's needs and expectations are exceeded throughout the project life.

DCAMM, Worcester Trial Court Complex CMAR ● $146M

Project Manager. The 427,000 sf Worcester Trial Court Complex, the largest court facility in Massachusetts and the prototype for the Commonwealth's court modernization program. Built in downtown Worcester, it required extensive logistics planning and coordination. With 27 courtrooms, it houses all five of the court departments: Superior, District, Juvenile, Housing, Probate/Family Court, and a Grand Jury room. Gilbane delivered the project on schedule and under budget.

DCAMM, Worcester County Jail & House of Correction Medical Intake Facility CMAR ● $17M

New England Division Leader. New 32,000 sf two-floor medical and intake facility serving as a state model for mental health and substance-use treatment. First floor includes intake, processing, lock-up, medical clinic, and staff offices; second floor houses a medical unit. Includes intake vehicle sallyport and security fencing. Project taken over from a previous contractor.

DCAMM, Lemuel Shattuck Hospital CMAR ● $355M

Division Leader. Renovation totaling 400,000 sf under Chapter 149A to relocate Lemuel Shattuck Hospital services. Designed to serve DMH, DPH, and DOC patients with medical and psychiatric acute, subacute, and ambulatory care. Includes 260 inpatient beds (115 DMH, 117 DPH, 28 DOC), outpatient clinics, surgical services, 16 SICU ventilator beds, PACU, pharmacy, radiology, dialysis, clinical lab, blood bank, chapel, cafeteria, conference room, admin space, central processing department, morgue, and food services.

DCAMM, Worcester Recovery Center & Hospital CMAR ● $243M

Project Executive. Gilbane provided Chapter 149A CM at-risk services for this new 425,000 sf LEED Gold certified complex. The recovery center and hospital house 320 beds. The building's design features patient community integration through house, neighborhood, and downtown concepts. In addition to construction of the new five-wing building, the project included abatement and demolition of 15 buildings. The project earned a Sustainability Award for Green Construction by the AGC of Mass.







Chris Wilson,

LEED AP

Justice Center Expert

Employed by

Gilbane

Title at Firm

Market Leader

Years of Experience

38 years

Education

B.S., Mechanical Engineering, Geneva College

Qualifications

LEED Accredited Professional

OSHA 30-Hour Construction Safety and Health

OSHA 10-Hour Construction Safety and Health

NFPA National Electrical Code

Chris's Experience

- **Justice Sector Leadership:** Nearly four decades of construction management experience, leading major justice sector initiatives including correctional facilities, rehabilitation centers, and law enforcement infrastructure across the country.
- **Justice Experience:** Principal on 12 justice center projects totaling $1B+; well-versed in overseeing challenging projects with logistically challenging sites, within highly secure facilities, and adjacent to active correctional facilities.
- **Complex Public Infrastructure:** Led high-profile initiatives including $422M LEED Platinum certified 1021 O Street State Office Building, with proven experience in phased construction and sustainable design for public agencies

Chris will share knowledge on current trends, best design practices, construction solutions, and operational issues from Gilbane's company-wide network of subject matter experts, leveraging resources from similar projects to provide optimal approaches for facility operation, maintenance, and longevity. Chris will serve as a resource to the project team and Massachusetts Trial Court from planning through closeout, providing options and recommendations on systems, equipment, and materials optimized for operation, maintenance, sustainability, and longevity.

1021 O Street State Office Building CM Agency ● $422M

Senior Project Executive. The 10th & O Street Office Building addressed critical office space infrastructure needs for the State of California while serving as an inspirational symbol of democracy, sustainability, and efficiency. The building serves as a temporary home for the duration of the Capitol Annex Project. Afterwards, the building will be used as office space for executive branch functions. The project is LEED Platinum certified.

California Department of Corrections and Rehabilitation (CDCR) Mule Creek Infill CM Agency ● $395M

Senior Project Executive. Stand-alone complex with housing, healthcare, work/education buildings and support infrastructure enclosed within an electrified security fence. Infrastructure upgrades addressed wastewater, electrical, and storage needs. The facility accommodates both general population residents and medical/mental health patients, offering a normalized environment with 90,000 sf of program space, vocational training, recreation, support services, and enhanced family visitation areas.

CDCR Ironwood State Prison HVAC Upgrades CM Agency ● $128M

Senior Project Executive. Repair and construction of necessary structural systems to accommodate new HVAC equipment, and involves coordination with the local utility company for the installation of a new electrical substation and power line. It also includes the installation of energy-efficient insulation on all 99 buildings, a new fire alarm system, and digital power and gas meters.

CDCR San Quentin Rehabilitation Center CM Agency ● $185M

Senior Project Executive. Construction of a new 106,000 sf educational and vocational center with rehabilitative and administrative spaces with classrooms, flexible music/art and recreation spaces, a quad/courtyard area, culinary program, staff administrative spaces, restrooms, and a goods store. Set to achieve a minimum of LEED Silver certification and evaluate alternatives to achieve Zero Net Energy.







Paul Bertelli

Senior General Superintendent

Employed by

Gilbane

Title at Firm
Senior General Superintendent

Years of Experience
46 years

Qualifications
OSHA 30-Hour Trained

Paul's Experience

- **Public Facility Construction Experience:** Senior General Superintendent on $110M Veterans Administration Home, delivering six new buildings, a support facility, site improvements, utility upgrades, and historic structure preservation on a secure 49-acre campus
- **Large-Scale Massachusetts Public Projects:** 41 years with Gilbane leading major institutional work including $52M Cambridge Hospital expansion with 80,000 sf wing, 219-car underground garage, and 300,000 sf of phased renovations
- **Site Logistics and Safety Leadership:** Expert in site planning, traffic flow, safety oversight, and quality control with track record of on-time project delivery

Paul will prepare site utilization and logistics planning, traffic flow and parking plans to determine most efficient site use and control the project in the field. During preconstruction, Paul will ensure constructability, scheduling, and phasing plans are carefully developed, and during construction will provide direct daily oversight of safety, site utilization, and quality through mock-ups, inspections, and benchmarking while conducting regular job meetings and maintaining progress reports for trade contractors.

The Interlink at T.F. Green Airport CMAR ● $156M

Senior General Superintendent. New intermodal facility and transportation hub for commuters traveling throughout the northeast by plane, train, and automobile. Project included a 3,500-vehicle parking structure with six levels, consolidated rental car facility, fueling station for rental cars, and third floor 1,200-foot long enclosed sky bridge with a moving walkway connected to the terminal along with construction of a new commuter rail station with associated rail work.

Rhode Island Veterans Administration Home Additions & Renovations CMAR ● $110M

Senior General Superintendent. Six new wood-framed residential buildings totaling 260,000 sf on a 49-acre site. Includes a state-of-the-art support facility with administration, central services, new entrances, fitness track, and equipment and maintenance buildings. Performed site improvements (excavation, grading, paving, landscaping), utility upgrades, circulation enhancements, environmental abatement, and preservation/relocation of historic structures (water tower and garage buildings).

Amazon Charlton Fulfillment Center CMAR ● Confidential Value

Senior General Superintendent. New 2.9 million sf open-span warehouse for autonomous robotic systems material handling and storage. Includes 30,000 sf of office space, training rooms, break rooms, and a vertical reciprocating conveyor for large-scale material transport.

Cambridge Hospital CMAR ● $52M

General Superintendent. Three-floor, 80,000 sf ambulatory wing building with a new 4-floor, 219-car underground garage adjacent to the main building addition and over 300,000 sf alterations to emergency department, surgical suite, ICU and network health pathology laboratories.







John's Experience

- **DCAMM Preconstruction Leadership:** 14-year veteran leading preconstruction and virtual design on high-profile MA public projects including Lemuel Shattuck Hospital, BHE infrastructure upgrades, and Worcester County Jail medical facility
- **Complex Public Sector Expertise:** Extensive experience with Chapter 149A, regulatory compliance, and sustainability goals including award-winning Bristol County Agriculture High School (Massachusetts Green Building of the Year)
- **Advanced BIM/VDC Specialization:** Delivers complex projects using Building Information Modeling and Virtual Design & Construction, including $200M Alnylam facility with 100+ complex systems and over $1M in prefabricated coordination



John Myers

Design Manager

Employed by

Gilbane

Title at Firm

Preconstruction Executive

Years of Experience

14 years

Education

MAR, Professional
Master of Architecture,
University of Kansas

John will work directly with Project Executive Peter Oggeri to oversee the preconstruction process, listening to Massachusetts Trial Court needs to understand expectations, document measurable benchmarks for success, and support design decisions. John will lead coordination of all design-phase activities including team alignment workshops, schematic and construction document deliverables, and development of procurement and regulatory approval strategy to ensure seamless transition into construction phases.

DCAMM BHE Statewide Critical Infrastructure Upgrades Round 2 DB ● $40M

Virtual Design & Construction Director. Building off the success of Gilbane's successful $84M Round 1 projects, this design-build program under Chapter 25A reduced the cost of energy and increased resiliency associated with climate change at four campuses. Upgrades include the replacement of failing infrastructure items including electrical switchgear, electrical distribution, stormwater/sewer work and other associated equipment and site work.

Maricopa County South Court Tower CMAR ● $200M

Virtual Design & Construction Manager. 16-story, 695,000 sf courthouse with 32 courtrooms, juror assembly, secure underground parking, and tunnel connection to the central court tower. Included advanced security systems, biometric access, and flexible courtroom layouts. Gilbane delivered CMAR services with phased occupancy and managed relocation of 22 judges and staff from six facilities.

DCAMM Worcester County Jail & House of Correction Medical Intake Facility CMAR ● $17M

Virtual Design & Construction Director. New 32,000 sf two-floor medical and intake facility serving as a state model for mental health and substance-use treatment. First floor includes intake, processing, lock-up, medical clinic, and staff offices; second floor houses a medical unit. Includes intake vehicle sallyport and security fencing. Project taken over from a previous contractor.

DCAMM, Lemuel Shattuck Hospital CMAR ● $355M

Preconstruction Executive. Renovation totaling 400,000 sf under Chapter 149A to relocate Lemuel Shattuck Hospital services. Designed to serve DMH, DPH, and DOC patients with medical and psychiatric acute, subacute, and ambulatory care. Includes 260 inpatient beds (115 DMH, 117 DPH, 28 DOC), outpatient clinics, surgical services, 16 SICU ventilator beds, PACU, pharmacy, radiology, dialysis, clinical lab, blood bank, chapel, cafeteria, conference room, admin space, central processing department, morgue, and food services.








Peter's Experience

- **DCAMM Project Experience:** Started career as Project Engineer on the $243M Worcester Recovery Center & Hospital for DCAMM and has 16 years of MA construction experience including complex logistically challenging projects
- **Project Leadership:** Grew with Gilbane from intern to Project Executive, successfully managing projects including $126M MGM Music Hall at Fenway and complex MA developments, with 4 projects valued at over $240M in the last 5 years
- **Comprehensive Project Management:** Experienced in all project phases from preconstruction through occupancy with expertise in design coordination, value management, logistics planning, and stakeholder collaboration

Peter Oggeri

Project Director

Employed by
Gilbane

Title at Firm
Project Executive

Years of Experience
16 years

Education
B.S., Construction Management, Wentworth Institute of Technology

Qualifications
OSHA 30-Hour Trained

Peter is accountable for overall project management and administration from contract award through final acceptance and occupancy, providing leadership for collaborative team approach with DLR and MTC to establish common goals and objectives. During preconstruction, he will participate in design meetings, estimate reviews, value management sessions, and oversee project execution planning including site logistics, design reviews, and constructability. During construction, Peter will oversee on-site teams to implement logistics, safety and quality plans, and facilitate meetings with MTC and stakeholders to provide weekly and monthly progress updates.

MGM Music Hall at Fenway CMAR ● $126M

Project Manager. New construction of a 188,000 sf performance venue for up to 5,000 guests, with flexible seating for 1,900 stage events and 900 banquet guests. Included a 600-guest function space expansion to Fenway Park and upgrades to utilities, loading areas, and kitchen space. LEED Gold certified.

Wentworth Institute of Technology New Integrated Parking Garage & Athletic Field CMAR ● Confidential

Project Executive. New regulation-size synthetic turf soccer, softball, and lacrosse field for 360 spectators and athletes. Built on 50,000 sf partially below-grade, 260-space pre-cast parking structure. Pursuing Parksmart Gold certification for sustainable garage design.

University of Massachusetts-Lowell Health & Sciences Building CMAR ● $30.5M

Project Engineer. 70,000 sf academic building provides space for the nursing, psychology, and criminal justice departments and general academic space for the campus needs. Developed traffic and pedestrian plans to execute construction without impacting University operations. Achieved LEED Silver certification.

DCAMM, Worcester Recovery Center & Hospital CMAR ● $243M

Project Engineer. Gilbane provided Chapter 149A CM at-risk services for this new 425,000 sf LEED Gold certified complex. The recovery center and hospital houses 320 beds, 60 of which are for adolescents. The building's design features patient community integration through house, neighborhood, and downtown concepts. In addition to construction of the new five-wing building, the project included abatement and demolition of 15 buildings. The project earned a Sustainability Award for Green Construction by the AGC of Mass.







Andrew's Experience

- **Justice Sector Leadership:** More than five decades leading courthouse design, including the Governor George Deukmejian Courthouse, Maricopa County Downtown Courts Tower, Litchfield Judicial District Courthouse, and Clackamas County Circuit Courthouse
- **Recognition and Delivery:** 25+ AIA Justice awards; design lead for the first U.S. Performance-Based Infrastructure courthouse (Deukmejian); extensive experience with collaborative delivery models, including P3, design-build, and CMAR
- **National Thought Leadership:** Frequent speaker at AIA AAJ, DBIA, California GSA, and NACM/NASJE on courthouse design and civic infrastructure



Andrew Cupples

FAIA, DBIA

Design Principal

Employed by

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm

Senior Principal

Years of Experience

50 years

Education

Bachelor of Architecture, Pennsylvania State University

Certifications

Registered Architect: 17 states

NCARB Certified #30826

Andrew will serve as the Design Principal, guiding the architectural vision in partnership with DCAMM. He will provide executive oversight of courthouse design, ensuring the project reflects civic identity, operational efficiency, and long-term value. Andrew will act as the primary design voice to the Commonwealth, bringing expertise from landmark courthouse projects to inform decisions from planning through completion.

Governor George Deukmejian Courthouse DBFM • $340M

Court Design Principal. 500,000 sf courthouse procured through the nation's first Performance-Based Infrastructure model. Program included 31 courtrooms, administrative and detention space, offices for justice agencies, and retail. Features a secure indoor courtyard and renovation of a nearby parking structure to enhance public access and operations.

Litchfield Judicial District Courthouse Design-Build • $63.5M

Design Principal. 183,600 sf four-floor courthouse consolidating Judicial District, Superior, Family Services, and Juvenile Court functions into 11 courtrooms and hearing rooms. Includes a 29,200 sf parking structure. Designed to LEED Silver standards to improve access, efficiency, and support Connecticut's sustainability goals.

Maricopa County Downtown Courts Tower CMAR • $269M

Design Principal. 695,258 sf high-rise courthouse with 32 expandable courtrooms and advanced technology systems. Features eight early disposition courts to streamline case processing, electronic jury registration, and digital record retrieval. The clerk's office spans the 11th and 12th floors, supporting efficient operations and public service.

Clackamas County Circuit Courthouse DBFM • $313M

Design Principal. 250,000 sf courthouse developed and fully funded by Fengate. Program includes 16 courtrooms, 20 judicial chambers, District Attorney's Office, jury assembly and grand jury rooms, and holding cells for violent offenders. Secure loading and transfer systems, safe circulation paths, and dedicated staging areas ensure efficient and safe operations.









Todd Orr

AIA

Senior Courts Architect

Employed by

DLR GROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm

Principal

Years of Experience

30 years

Education

Master of Architecture, University of Florida

Bachelor of Architecture, University of Florida

Certifications

Registered Architect: MA 954970-AR-R, + 3 states

NCARB Certified #72607

Todd's Experience

- **Justice Sector Focus:** 30+ years dedicated to courthouse design—4.6M sf and 287 courtrooms—including Clackamas County Circuit Courthouse, Litchfield Judicial District Courthouse, Red Deer Justice Centre, and Pueblo Judicial Center
- **Courtroom Planning & Circulation:** Expert in courtroom typologies, efficient layouts, and secure three-path circulation; integrates technology to streamline operations and public access on large, multi-agency facilities
- **Alternative Delivery Expertise:** Core roles on DBFM and Design-Build courthouses, such as Clackamas and Litchfield, coordinating planning decisions with stakeholders to align function, security, and long-term operations

Todd will serve as the Senior Courts Architect, harmonizing courtroom layouts, circulation strategies, and spatial relationships to ensure civic presence is matched with operational efficiency. He will coordinate closely with DCAMM and the design team, applying decades of courthouse experience to align function, security, and user needs throughout design and delivery.

Clackamas County Circuit Courthouse DBFM ● $313M

Senior Courts Architect. 250,000 sf courthouse developed and fully funded by Fengate. Program includes 16 courtrooms, 20 judicial chambers, District Attorney's Office, jury assembly and grand jury rooms, and holding cells for violent offenders. Secure loading and transfer systems, safe circulation paths, and dedicated staging areas ensure efficient and safe operations.

Pueblo County Dennis Maes Pueblo Judicial Building CMAR ● $54.9M

Senior Courts Architect. 182,350 sf courthouse for Colorado's 10th Judicial District, built on a former rail corridor to serve as a civic anchor for downtown Pueblo. Design reflects community resilience and heritage while integrating sustainable strategies, symbolic architecture, and operational efficiency. Includes courtrooms, chambers, and support spaces designed for long-term performance.

Litchfield Judicial District Courthouse Design-Build ● $63.5M

Senior Courts Architect. 183,600 sf four-floor courthouse consolidating Judicial District, Superior, Family Services, and Juvenile Court functions into 11 courtrooms and hearing rooms. Includes a 29,200 sf parking structure. Designed to LEED Silver standards to improve access, efficiency, and support Connecticut's sustainability goals.

Red Deer Justice Centre Design-Bid-Build ● $210M

Senior Courts Architect. 312,144 sf seven-floor facility consolidating the Court of Queen's Bench and Provincial Court. Program includes 12 courtrooms, space for four future courtrooms, and six Judicial Dispute Resolution Rooms. Incorporates secure parking, collegial judicial chambers, and urban design features that connect the building to Red Deer's downtown core and support civic growth.









Rob Fisch

AICP, LEED AP

Lead Courts Planner

Employed by

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm

Principal

Years of Experience

37 years

Education

B.A., Environmental Design, State University of New York at Buffalo

Certifications

American Institute of Certified Planners (AICP)

Rob's Experience

- **Justice Facility Planning:** 35+ years of experience in master planning, programming, and design management for large-scale justice and civic facilities, including Travis County Civil and Family Courthouse and the Framingham Regional Justice Center
- **Operational Strategy & IT Integration:** Expert in aligning operational analysis, space planning, and technology frameworks to improve performance and efficiency across multi-agency court environments
- **Consensus Building:** Skilled in facilitating collaboration among elected officials, judges, sheriffs, and user groups to deliver facilities that reflect institutional values and long-term goals

Rob will serve as the Lead Courts Planner, developing operationally based planning solutions and IT frameworks that establish the foundation for courthouse design. He will engage with DCAMM, judges, sheriffs, and other stakeholders to align space needs, operational priorities, and long-term goals, ensuring planning decisions support efficiency, security, and civic trust.

Travis County Civil and Family Courthouse DBFM ● $271M

Lead Courts Planner. 430,000 sf courthouse delivered through a P3 procurement to consolidate 18 county, district, and state departments. Designed as a national model for public accessibility, trauma-informed design, and modern court operations, with features including outdoor balconies, a self-help law center, childcare facilities, and a community plaza accessible by foot, bike, and transit. Planned to achieve a 75-year lifespan with flexible, long-term performance.

Framingham Regional Justice Center CMAR ● $174.3M

Lead Courts Planner. 116,000 sf courthouse consolidating District, Juvenile, Housing, and Probate & Family Court sessions into an eight-courtroom facility. Design emphasizes shared resources, operational flexibility, and minimal portfolio expansion to deliver a dignified, context-sensitive facility. Incorporates best practices in sustainability and technology integration to support Massachusetts' goals for accessibility, resiliency, and long-term performance.

Bernie McCabe Courthouse CMAR ● $51M

Lead Courts Planner. 53,000 sf courthouse housing Florida's Second District Court of Appeal, designed as a landmark on Mirror Lake in downtown St. Petersburg. Features a soaring public lobby, a lakefront Community Room, and a civic plaza that reflects transparency and dignity while symbolically bridging the city's downtown and waterfront.

Lincoln County Justice Center CMAR ● $55M

Lead Courts Planner. 80,000 sf courthouse consolidating functions into a three-floor facility with two jury courtrooms, a non-jury courtroom, an arraignment courtroom, and three community hearing rooms. Includes shell space for two future courtrooms, secure circulation, a rear sallyport for safe operations, and a central public corridor to improve wayfinding and public service access.









Michelle Graham
AIA, Assoc. DBIA
Design Manager

Employed by

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm
Senior Associate

Years of Experience
11 years

Education
Master of Architecture,
Tulane University

Certifications
Registered Architect: MA 954967-AR-R, CT, NJ, and MD

NCARB Certified #618313

Michelle's Experience

- **Justice Facility Design:** 11 years of experience managing design for civic and justice projects, including the Framingham Regional Justice Center, Lincoln County Justice Center, Clackamas County Circuit Courthouse, and Metro Nashville Youth Empowerment Campus
- **Project Management:** Leads programming, schematic design, and design development phases, coordinating across disciplines and stakeholders to translate vision into built form
- **Collaborative Leadership:** Skilled at engaging multiple user groups to align priorities, build consensus, and maintain momentum on complex courthouse and civic projects

Michelle will serve as the Design Manager, directing the design process and coordinating activities across disciplines and stakeholders. She will lead programming, schematic design, and design development, working closely with DCAMM and user groups to align priorities, manage expectations, and ensure the courthouse vision is fully integrated into each design phase.

Framingham Regional Justice Center CMAR ● $174.3M

Design Manager. 116,000 sf courthouse consolidating District, Juvenile, Housing, and Probate & Family Court sessions into an eight-courtroom facility. Design emphasizes shared resources, operational flexibility, and minimal portfolio expansion to deliver a dignified, context-sensitive facility. Incorporates best practices in sustainability and technology integration to support Massachusetts' goals for accessibility, resiliency, and long-term performance.

Lincoln County Justice Center CMAR ● $55M

Design Manager. 80,000 sf courthouse consolidating functions into a three-floor facility with two jury courtrooms, a non-jury courtroom, an arraignment courtroom, and three community hearing rooms. Includes shell space for two future courtrooms, secure circulation, a rear sallyport for safe operations, and a central public corridor to improve wayfinding and public service access.

Clackamas County Circuit Courthouse DBFM ● $313M

Design Manager. 250,000 sf courthouse developed and fully funded by Fengate. Program includes 16 courtrooms, 20 judicial chambers, space for the District Attorney's Office, jury assembly and grand jury rooms, and secure holding cells for violent offenders. Features secure loading and prisoner transfer systems, safe circulation paths, and dedicated staging areas to ensure efficient and safe operations.

Metro Nashville Youth Empowerment Campus CMAR ● $250M

Design Manager. 270,000 sf campus transforming the justice experience for youth by consolidating courts and related services into a purpose-built environment. Includes specialized courtrooms, advocacy spaces, respite and assessment centers, landscaped courtyards, and flexible program areas for music, art, and recreation. Designed to support trauma-informed justice and provide pathways to care and empowerment beyond the courtroom.







Ruairí's Experience

- **Indoor Environmental Quality Leadership:** Over 20 years advancing sustainable, high-performance building environments with a focus on air quality, comfort, and occupant wellness across civic, institutional, and workplace sectors
- **Smart Building Integration:** Experienced in applying systems-thinking to connect building analytics, automation, and performance monitoring for long-term operational efficiency and resilience
- **Healthy Building Standards:** Deep expertise in indoor air quality and ventilation design aligned with WELL, LEED, and ASHRAE standards for optimized environmental health

Ruairí Barnwell

Indoor Environ. Quality Lead

Employed by

DLR GROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm

Healthy Building Performance Leader

Years of Experience

26 years

Education

B.S., Building Services Engineering, Dublin Institute of Technology

Certifications

High-Performance Building Design Professional (HPBDP)

Building Energy Assessment Professional (BEAP)

Qualified Commissioning Process Provider

LEED Accredited Professional BD+C

Ruairí will serve as Indoor Environmental Quality Lead for the Springfield Regional Justice Center, guiding design strategies that enhance air quality, comfort, and energy performance in alignment with the Commonwealth's LEED and decarbonization goals. He will work with DLR Group and The Green Engineer to evaluate ventilation systems, material selections, and building controls to optimize indoor environmental conditions for staff, jurors, and the public. Leveraging his expertise in smart building systems, energy modeling, and commissioning, Ruairí will translate design intent into measurable performance—supporting a healthy, efficient, and resilient courthouse environment..

T3 Office Building DB ● Confidential

Healthy Building Performance Leader. Seven-story, 238,000 sf mass-timber office building setting a new benchmark for workplace wellness through superior indoor air quality and environmental performance. Exposed wood structure and high-efficiency systems create a naturally warm, breathable environment supporting occupant health. Located in Minneapolis's North Loop, it blends historic character with modern sustainability for a low-carbon, transit-connected workplace.

Swarthmore Commons and Dining Hall CMAR ● $53M

Healthy Building Performance Leader. Sharples Dining Hall redefines the student dining experience through enhanced ventilation, low-emitting materials, and natural airflow strategies that improve comfort and cognitive well-being. The result is a vibrant, high-performance space that fosters community while advancing healthy-campus design.

333 North Green Study

Healthy Building Performance Leader. 553,000 sf office and retail tower in Chicago's Fulton Market designed to meet RESET Air Core & Shell Certification. Integrates continuous IAQ monitoring at both system and occupant levels, providing real-time visibility and long-term analytics that strengthen confidence in the post-pandemic workplace.

Washburn Center for Children CMAR ● $22.93M

Healthy Building Performance Leader. 55,000 sf therapeutic facility reimagining youth mental-health care through connection to nature, daylight, and intuitive circulation. Flexible, daylight-filled environments enhance care delivery and support the Washburn Training Institute's mission to expand services statewide.









Derek Smith, PE

Structural Lead

Employed by

DLRGROUP
ARCHITECTURE ENGINEERING PLANNING INTERIORS

Title at Firm

Principal

Years of Experience

23 years

Education

M.S., Civil Engineering, University of Missouri Science and Technology

Certifications

Professional Engineer: MA #53010 + 19 additional states

Derek's Experience

- **Structural Engineering Leadership:** 23 years of experience designing new facilities, renovations, and adaptive reuse projects, including the Alachua County Civil Courthouse and the Robert W. Depke Juvenile Justice Center
- **Resilient Systems Design:** Specializes in structural solutions that balance performance with architectural vision, including wind-hardened areas and storm shelters to enhance occupant safety and building durability
- **Collaborative Problem-Solving:** Works closely with architects and engineers to develop efficient systems, emphasizing proactive coordination and integration to support long-term value and design excellence

Derek will serve as the Structural Engineer, leading the design and coordination of efficient structural systems that align with the courthouse's architectural vision and program needs. He will collaborate across disciplines to ensure performance, durability, and long-term value, applying proactive problem-solving to resolve challenges before they impact delivery.

Alachua County New Civil Courthouse CMAR ● $60M

Structural Engineer. 117,000 sf courthouse expanding Gainesville's downtown judicial complex and connecting directly to the Criminal Courthouse designed in 2000. Program includes new courtrooms and support spaces, designed to strengthen civic access and continuity. Rooted in the original master plan, the facility enhances Main Street, preserves existing infrastructure, and delivers efficient floor-to-floor integration to support long-term growth.

Robert W. Depke Juvenile Justice Center ● $13.5M

Structural Engineer. 38,258 sf addition to Lake County's Juvenile Justice Center, fulfilling a 12-year vision to improve efficiency and safety. Scope included a secure, centralized entry and three new juvenile hearing rooms. Structural systems were designed to support long-term expansion while strengthening connectivity to the existing detention center and creating a welcoming civic presence.

James L. Capps Middle School CMAR ● $48M

Structural Engineer. 160,000 sf middle school designed for up to 1,200 students, bridging over a natural creek to connect academic and extracurricular spaces. Features a central Media Hub and collaborative, nature-inspired environments. Structural solutions ensured safety, efficiency, and integration with the architectural vision to create a transformative learning campus.

Mizzou Memorial Stadium Centennial Project CMAR ● $250M

Structural Engineer. 244,000 sf transformation of Memorial Stadium, honoring nearly a century of Mizzou Football tradition while redefining the fan experience. Structural systems were designed to balance performance, durability, and architectural expression, supporting a year-round destination for the Columbia community.







Philip Chen, FAIA, LEED AP

Exterior Architect

Employed by
annum

Title at Firm
President

Years of Experience
33 years

Education
Master of Architecture Harvard Graduate School of Design

Bachelor of Environmental Design Texas A&M University

Certifications
MA Registration Type & #: Architect: 10272

American Institute of Architects

Registered Architect: MA, CT, DC, GA, IL, MD, ME, NC, NJ, NY, OH, PA, RI, TX, VA, WI, Ontario

LEED Accredited Professional

NCARB Certified

Philip's Experience

- **Courthouse and Civic Design Leadership:** Over 30 years directing complex civic, cultural, and academic projects for DCAMM, the MTC, and major institutions, with a portfolio distinguished by adaptive reuse, historic transformation, and sustainable design.
- **Massachusetts Justice Facilities:** Principal-in-Charge for the Brockton Superior Court renovation and expansion study, with extensive experience guiding courthouse programming, planning, and exterior design.

Philip will lead the exterior architecture for the SRJC, shaping the courthouse's civic presence and integration with its urban context. He will guide façade design, site relationships, and material selections to deliver a dignified, durable, and sustainable public building. Drawing on his 30+ years of experience with DCAMM, the TRC, and major civic institutions, Philip will translate stakeholder priorities into an exterior design that conveys transparency, accessibility, and permanence while meeting performance and sustainability objectives.

Philip Chen has more than 30 years of experience leading complex civic, cultural, and academic projects from planning and pro gramming through design and construction. As Principal and President of Annum, he guides multifaceted user groups and stakeholders to deliver innovative, sustainable, and context-driven solutions. His work is distinguished by adaptive reuse, transformation of historic settings, and designs that balance heritage with future needs.

Clients include DCAMM, the MTC, the City of Boston, Springfield Technical Community College, Harvard University, the Smithsonian Institution, and the U.S. Department of State.

Representative Projects

» **Brockton Superior Court (DCAMM/Massachusetts Trial Court)** – Principal-in-Charge, renovation and expansion study.

» **"House Doctors" (DCAMM/Massachusetts Trial Court)** – Lead architect for Study and Design for General Building Renovations, Repairs, and Upgrades to Courthouses, Statewide, with DLR and Salas O'Brien.

» **Springfield Technical Community College Student Learning Commons** – Principal-in-Charge, adaptive reuse of a 19th-century National Historic Landmark building.

» **Harvard Divinity School, Swartz Hall** – Principal-in-Charge, LEED Platinum renovation and expansion.

» **U.S. Department of State, Athens Embassy Renovation and Expansion** – Lead Designer.

» **U.S. Department of State, Consulates in Thessaloniki and Toronto**; New Embassy in Timor-Leste – Lead Designer.









Sarah Michelman, LEED AP

Sustainability Lead

Employed by

The Green Engineer
Sustainable Design Consulting

Title at Firm

Principal, Sustainability Consultant, Owner

Years of Experience

31 years

Education

M.A., Washington Unversity

B.A., Oberline College

Certifications

WELL Accredited Professional

Building Design and Construction (BD+C)

Fitwel Ambassador

Sarah's Experience

- **Sustainability Leadership:** Leads sustainable design consulting across all project phases, with experience guiding over 122 LEED-certified projects and aligning strategies with Massachusetts' decarbonization mandates
- **Regulatory Expertise:** Skilled in navigating Boston's Article 80/37, Somerville's Article 10, and Cambridge's Article 22, bringing deep familiarity with the Commonwealth's evolving green building codes and specialized stretch energy requirements
- **Architectural Integration:** Registered architect with 18+ years of experience, leveraging her design background to embed sustainability into courthouse-scale building systems, energy modeling, and material selection for long-term performance

Sarah will guide compliance with the Commonwealth's climate and decarbonization mandates, leading energy modeling, life cycle cost analysis, and LEED certification strategies. Advises on resilient design, low-impact materials, and long-term building performance to align with DCAMM's sustainability and policy objectives.

Sarah specializes in guiding clients and project teams to reduce environmental impacts through early design engagement, energy efficiency strategies, and high-performance green building practices.

She has played a leadership role in more than 122 LEED-certified projects, spanning higher education, research, healthcare, multi-family residential, and administrative buildings across New England. Her expertise includes managing LEED certification processes, coordinating documentation for GBCI, and leading sustainability workshops and design charrettes. Sarah is also highly skilled at navigating complex regulatory frameworks such as Boston's Article 80/37, Somerville's Article 10, and Cambridge's Article 22.

Her architectural background strengthens her ability to integrate sustainability strategies into design and construction conversations, and she is recognized for her collaborative approach with diverse project teams. In 2025, she co-presented at the Building Tech Forum on practical strategies for success under the new LEED v5 rating system, sharing lessons learned from The Green Engineer's recent work.

Project experience includes:

» Lowell Trial Courts
» Yale University Humanities Quadrangle Boston University Center for Computing & Data Sciences
» Horizon Building at EMD Serono Research & Development Hub
» MIT Simons or MIT Museum
» Woburn Public Library and Norwell Public Library
» Watermark Seaport and Pier 4 Residential
» Salem State University Viking Hall, UMass Amherst Old Chapel Renovation, Lafayette College Sciences Center
» 121 Seaport, Cambridge Savings Bank Operations Center, Vertex Pharmaceuticals, Nixon Peabody Office







Briony's Experience

- **Permitting Leadership:** 20+ years guiding environmental, land use, and traffic permitting for complex civic, institutional, and private developments, including the Hampshire County Family and Probate Court and the Holyoke Community College South Campus Access Road
- **Civil & Site Design:** Experienced in integrating roadway, traffic, landscape, and site infrastructure design with permitting requirements to deliver technically sound, context-sensitive solutions
- **Regulatory Engagement:** Skilled in consultation with local, state, and federal regulators, managing multi-level reviews under MEPA and other frameworks, and coordinating approvals across disciplines



Briony Angus

Permitting Lead

Employed by

Tighe&Bond

Title at Firm

Vice President

Years of Experience

25 years

Education

B.A. McGill University, Anthropology & International Development

M.A. Tufts University, Urban and Environmental Policy and Planning

Briony will serve as Permitting Lead, managing Tighe & Bond's civil design scope—roadway and intersection improvements, landscape architecture, site electrical design, and traffic studies—while directing land use and environmental permitting. She will oversee consultation with regulators, lead the preparation and review of permit applications, and manage community outreach for Environmental Justice populations under the MEPA process.

Hampshire County Family & Probate Court, Northampton, MA

Permitting Lead. Civil site design and permitting for a multi-tenant office building housing the Family and Probate Court and medical offices. Work included floodplain grading with compensatory storage, LID stormwater systems, and circulation design to separate courthouse and medical traffic. Secured Site Plan Review, Order of Conditions, MEPA approval, and a MassDOT Access Permit.

Ludlow Mills Redevelopment Project, Ludlow, MA

Project Manager. Redevelopment of 170-acre historic mill site on the Chicopee River into a mixed-use district with residential, commercial, retail, office, and light industrial space. Scope included civil design, roadway and traffic improvements, hazardous materials management, and land use and environmental permitting. Plan delivered 50 acres of permanently protected open space, a riverwalk, and a new community park.

Hard Rock Casino, West Springfield, MA

Project Manager. Proposed resort casino at the Eastern States Exposition site. Led comprehensive engineering, permitting, and outreach services, including surveying, wetlands delineation, geotechnical and infrastructure assessments, site and traffic design, hazardous materials management, and renewable energy evaluation. Coordinated multi-level permitting and collaborated with the Town on zoning amendments.

Holyoke Community College South Campus Access Road, Holyoke, MA

Permitting Lead. 2,500-LF secondary access road linking Holyoke Community College to a planned business park. Managed design, permitting, and construction oversight, securing EDAG, PWED, and MassWorks funding. Roadway realignment avoided endangered species habitat, wetlands, vernal pools, and specimen trees, with a 40-LF span bridge added to preserve wildlife connectivity. Guided HCC through complex state and local permitting in coordination with the City and NHESP.







Colin's Experience

- **Senior Property Management Leadership:** Senior roles on major courthouse, hospital, and school projects; proven ability to deliver complex, civic-facing facilities comparable to the Springfield Regional Justice Center
- **Operational Accountability:** Direct responsibility for 30-year property management terms, including budgets, performance standards, and capital planning; experience maintaining public facilities to high standards over time
- **Stakeholder Alignment:** Skilled at managing client relationships in sensitive environments such as courts, hospitals, and schools, with a proven track record of balancing security, accessibility, and public trust



Colin Flock

P.Eng

Property Management Lead

Employed by

EllisDon
FACILITIES SERVICES INC.

Title at Firm
Senior Vice President

Years of Experience
27+ years

Education
M.S., Chemical and Biochemical Engineering, University of Western Ontario

B.S., Chemical and Biochemical Engineering, University of Western Ontario

Certifications
Licensed Professional Engineer, Professional Engineers Ontario

Certified Professional Accountant (CPA, CMA)

Colin will serve as the Property Manager's executive-in-charge, with overall responsibility for property management service delivery. He will maintain fiscal accountability for the services and act as the primary point of contact between Gateway Justice Partners and EDFS on all contractual matters throughout the Lease Term.

Ontario Court of Justice DBFM ● $332M

Vice President of Operations. Led operations for Canada's first high-rise courthouse DBFM, a 780,000 sf, 18-floor facility consolidating six Ontario Court of Justice locations and housing 67 courtrooms. Responsible for strategic planning, fiscal oversight, and day-to-day operations, collaborating with executives and site managers to maintain the courthouse to high standards of quality, accessibility, and budget discipline.

Oakville Trafalgar Memorial Hospital DBFM ● $795M

Vice President of Operations. 1.5 million sf, 457-bed acute care hospital on a 50-acre greenfield site delivered under a DBFM model. As Facility General Manager, led a 40-person on-site property management team, setting strategic direction and fostering collaboration among stakeholders. Now as Senior VP, holds overall responsibility for long-term facility management services, providing leadership, strategic oversight, and accountability for operational performance.

Royal Ottawa Mental Health Centre DBFM ● $107M

Project Executive. Redevelopment of a century-old mental health and teaching hospital into a 188-bed facility with outpatient centre, seven-floor research tower, 200-seat auditorium, and 500+ space parking structure. Accountable for property and facility management services, providing leadership and strategic direction to the EDFS site management team.

Prince George's County Public Schools Bundle DBFM ● $800M

Service Provider Lead. DBFM program replacing 11 schools with 8 new facilities to serve 130,000 students and 22,000 staff. Directs facility and property management services for the 30-year operational term, overseeing performance standards, compliance, and stakeholder engagement. Provides strategic direction to the site management team, manages client relationships with PGCPS leadership, and ensures delivery of safe, high-quality learning environments across the portfolio.









Bob Howat,

P. Eng

Property Management Technical Manager

Employed by

EllisDon
FACILITIES SERVICES INC.

Title at Firm

Senior Director, Technical Services

Years of Experience

40+ years

Education

M.S., Facilities Management, Leeds Metropolitan University

B.S., Honours, Electrical and Electronic Engineering, Southbank University, London

Certifications

Licensed Professional Engineer, Professional Engineers Ontario

Institute of Healthcare Engineering & Estate Management Member

International Facility Management Association Member

Bob's Experience

- **Courthouse Lifecycle Leadership:** Directed lifecycle planning and renewal management for Waterloo Region Consolidated Courthouse and Ontario Court of Justice, ensuring long-term asset performance and handback compliance
- **Property Management Design Input on Justice Facilities: P**rovided property management perspective during design development of the Thunder Bay Correctional Complex and other justice projects, integrating maintainability and lifecycle value into technical solutions
- **Operational Oversight in Secure Civic Settings:** Contributed to property and property management service oversight at the Royal Ottawa Mental Health Centre and multiple courthouse projects, aligning operations with strict security, accessibility, and performance standards

Bob will serve as Property Management Technical Manager, advising during design and operations. He represents property management in design and user group meetings, providing property management input to support lifecycle value and continuity into the Lease Term.

Ontario Court of Justice DBFM ● $521M

Director of Technical Services/Quality Control. Canada's first high-rise courthouse DBFM, 18-floor, 780,000 sf facility with 67 courtrooms, consolidating six criminal courthouses. Led technical oversight and quality control, developing and implementing QA policies, directing technical teams, and coordinating with project leaders to align deliverables with client requirements and industry standards. Responsible for quality protocols, audits, risk mitigation, and resolution of technical issues while supporting project planning, resource allocation, and innovation initiatives.

Waterloo Region Consolidated Courthouse DBFM ● $189M

Lifecycle/Property Management Lead. Seven-floor courthouse consolidating Superior and Ontario Courts, with 38 judicial rooms, 40 holding cells, advanced AV and security systems, and barrier-free design. Developed the facility's lifecycle profile on behalf of the Service Provider and, during operations, manages the long-term renewal plan to maintain asset condition and meet handback requirements.

Oakville Trafalgar Memorial Hospital DBFM ● $982M

Director of Technical Services/Quality Control. Redevelopment of a century-old mental health and teaching hospital into a 188-bed facility with outpatient center, seven-floor research tower, auditorium, and parking for 500+. Contributed to oversight of hard and soft property management services, supported annual operating budget development through capital renewal cost analysis and modeling, and worked with site management to verify that operational delivery met project performance standards.

Thunder Bay Correctional Complex DBFM ● $914M

Technical/Property Management Advisor. New 345-bed multipurpose correctional facility replacing two aging institutions (1928 and 1965). Advised the integrated design team from a long-term property management perspective, participating in design development reviews to incorporate maintenance, lifecycle efficiency, and operational best practices into the facility design.









Pete Campbell

P.Eng

Property Management Planner

Employed by

EllisDon
FACILITIES SERVICES INC.

Title at Firm

Vice President, Pursuits, Facilities Services

Years of Experience

18+ years

Education

B.S., Mechanical Engineering, Queen's University, Kingston

Certifications

Licensed Professional Engineer, Professional Engineers Ontario

Pete's Experience

- **Facilities Management Expertise:** 18+ years developing property management and lifecycle solutions for 40+ P3 transactions in the US and Canada, with track record of successful long-term contract awards on complex infrastructure projects
- **Integrated Design Team Leadership:** Serves as P3 Pursuits Director participating in multidisciplinary teams to provide operational and lifecycle input, developing approaches for distinct service elements and working with finance teams and lenders' technical advisors
- **Detailed Lifecycle Cost Modeling:** Develops comprehensive lifecycle costing models using construction information, technical standards, manufacturers' recommendations, and historical data to align pricing with financial model inputs minimize operational risk

Pete will represent the Property Manager through negotiations, and design development phases. He engages with Gateway Justice Partners to shape the property management scope, pricing, and approach; negotiates the Property Management Agreement; estimates the capital improvements budget; and provides property management input to Gilbane.

Ontario Court of Justice DBFM ● $521M

Property Management Lead (Preliminary Design). Canada's first high-rise courthouse DBFM: 18-floor, 780,000 sf facility with 67 courtrooms consolidating six locations. Participated in weekly design meetings, advising on design decisions affecting long-term operations and maintenance of this high-security facility. Provided property management and lifecycle cost analysis, incorporating net present value calculations to evaluate equipment and system options.

Thunder Bay Correctional Complex DBFM ● $914M

Property & Facility Management Planning Lead. New 345-bed multipurpose correctional facility replacing two jails. Contributed as part of the integrated design team, providing maintenance input to inform design decisions and leading property and facility management solution development, including lifecycle planning and operational strategies.

Prince George's County Public Schools Bundle 2 DBFM ● $800M

Property & Facility Management Planning Lead. DBFM program replacing 11 schools with 8 new facilities to serve 130,000 students and 22,000 staff. As service provider representative during detailed design, contributed maintenance input within the integrated design team and led development of the property and facility management solution for the 30-year operational term.

Bayers Lake Community Outpatient Centre DBFM ● Confidential

Property & Facility Management Planning Lead. Nova Scotia's first P3 healthcare project: 15-acre outpatient facility delivering 28,000 clinic and 30,000 diagnostic visits annually. Developed the facilities management solution, provided property management input during design, led lifecycle pricing, and supported Project Agreement documentation, contract negotiations, and closeout.







Mark's Experience

- **Justice Facility Operations:** Senior property management leadership on the Ontario Court of Justice, overseeing construction-phase property management interests and mobilization of operations in a secure, high-profile courthouse environment
- **Secure Startup & Transition:** Directed operational readiness activities—SOPs, security systems, team hiring and training, and occupant transitions—to achieve seamless day-one operations
- **Lifecycle & Asset Stewardship:** Experienced in managing courthouse asset renewal and performance standards, integrating lifecycle strategies that sustain reliability, accessibility, and compliance over the lease term



Mark Turuk

Property Management Site Manager

Employed by

EllisDon
FACILITIES SERVICES INC.

Title at Firm

General Manager, Facilities Services

Years of Experience

26+ years

Education

Business Administration, Management and Marketing, Medicine Hat College (Medicine Hat, Alberta, Canada)

Certifications

IFMA Facilities Management Professional

International Facility Management Association

Mark will oversee on-site delivery of property management services during the Lease Term. He will supervise the property management team and subcontractors, manage service initiation, and act as the primary on-site contact for DCAMM and the User Agency.

Ontario Court of Justice DBFM ● $521M

General Manager, Service Provider. Canada's first high-rise courthouse DBFM: 18-floor, 780,000 sf facility with 67 courtrooms consolidating six locations. Oversaw property management interests during construction and led operational startup and mobilization, including SOP and manual development, recruitment and training of the property management team, security systems implementation, and occupant transition and move-ins. Provided continuity from construction through operations, ensuring facility management requirements were embedded early and that a fully prepared property management organization was in place on day one to meet performance standards in this high-security, high-profile courthouse.

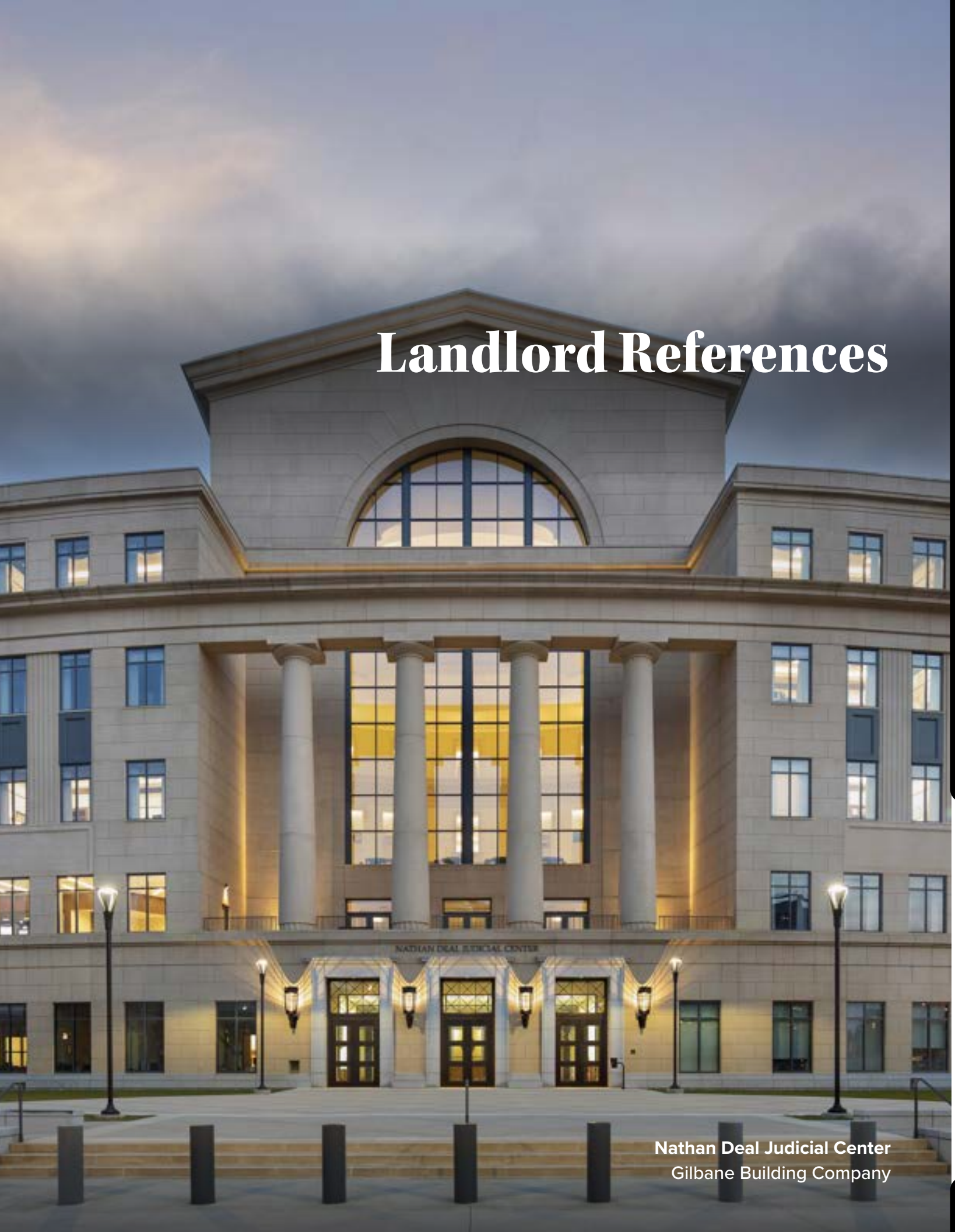
Royal Canadian Yacht Club (RCYC) Power Feed Upgrade Direct/Commercial ● $253K

Director, Island Operations. Directed the replacement of the club's main power feed, a critical infrastructure upgrade for island operations. Responsibilities included project scope definition, business case development, vendor selection, execution, and troubleshooting. Coordinated closely with utility providers and contractors to manage risks and ensure reliable power supply, while maintaining continuity of operations for members and staff.

RCYC Legacy Equipment Rebuilding Direct/Commercial ● $29K

Director, Island Operations. Directed the refurbishment of highly specialized heavy-lift equipment to extend the life of legacy/obsolete assets. Identified the need for intervention, developed the business case, and selected a heavy-lift engineering partner to design and install custom spare parts. Oversaw planning, engineering, and execution of the work, coordinating with multiple stakeholders to minimize operational disruption. The project restored equipment reliability, postponed $500K in capital expenditures, and demonstrated effective application of lifecycle renewal strategies in a complex operating environment.

Landlord References



Nathan Deal Judicial Center
Gilbane Building Company



Maricopa County South Court Tower
Gilbane Building Company





Landlord References

10.1 Parties Familiar with the Building and/or Landlord

Landlord Name	Project Name/Description	Reference Contact
Fengate 	**Clackamas County Circuit Courthouse** The Clackamas County Circuit Courthouse, a 257,000-sf facility, stands as one of the fastest alternative procurement projects ever completed in the United States. Fengate, as developer and lead financier, successfully delivered the project on a fast-track schedule of just 32 months from contract execution to completion. DLR Group, serving as the architect of record, design team lead, and courthouse specialist.	**Clackamas County** Judge Kathie Steele 503-655-8678 Kathie.F.Steele@ojd.state.or.us Nancy Bush County Operating Officer 503-655-8893 nbush@clackamas.us
OPAL 	**Holyoke Transportation Center** Through a P3 and funding from multiple sources, OPAL and the City of Holyoke transformed a vacant firehouse and contaminated parking lot into a vibrant community asset.	**Pioneer Valley Transportation Authority** Sandra Sheehan Administrator 413-732-6248 ssheehan@pvta.com

Landlord Name	Project Name/Description	Reference Contact
WinnCcompanies 	**Mary Ellen McCormack Redevelopment** Carol Sullivan leads the Mary Ellen McCormack Task Force and has worked alongside WinnCompanies and the Boston Housing Authority to advance the comprehensive redevelopment of the Mary Ellen McCormack (MEM) public housing community. She is an important partner to Winn and a tireless advocate for the residents of MEM. The first phase of the $2 billion project broke ground in the summer of 2025. All told, the redevelopment will replace all existing 1,106 apartment homes, one-for-one, while adding more than 2,000 market and middle-income homes to create a resilient, welcoming and cutting-edge community of opportunity.	**Mary Ellen McCormack Task Force** Carol Sullivan President 617-823-9395 carolsullivan1129@yahoo.com
WinnCompanies 	**Multiple WinnCompanies projects *(e.g. ThirtyOne Elm in Springfield, MA; The Residences at Mill 8 in Ludlow, MA; Mary Ellen McCormack Redevelopment in Boston, MA; amongst others)*** Mark Teden is Vice President of Multifamily Programs for MassHousing, a long-term partner of WinnCompanies. The independent, quasi-public agency funds affordable housing developments across Massachusetts and is pivotal to the success of every project undertaken by Winn. Over the years, MassHousing has supported multiple Winn projects across the Commonwealth by providing financing including bridge loans, tax-exempt permanent mortgages and other types of funding support.	**MassHousing** Mark Teden Vice President of Multifamily Programs 617-306-8268 mteden@masshousing.com

Appendix A2

Commonwealth Policy Objectives







A2

Commonwealth Policy Objectives

2.1 Sustainability

2.1.1 Decarbonization & Sustainability

DLR Group and Gilbane are fully committed to delivering a high performance, resilient, environmentally responsible Springfield Regional Justice Center (SRJC, the Project) with measurable sustainability and energy performance goals. Executive Order (EO) 569 directs a statewide effort to reduce greenhouse gas emissions and build climate resilience, while EO 594 advances the Commonwealth's leadership in decarbonizing government operations. Drawing on our successful collaborations with DCAMM, we will apply proven methodologies and innovative solutions to meet and exceed these requirements.

To support the goals of EO 569 and 594, the team will employ an iterative approach to energy modeling and whole-building lifecycle analysis.

A site resilience assessment will ensure integrated measures address priority regional climate risks. The Project will be designed to operate fossil-fuel free where practicable, with a targeted Energy Use Intensity (EUI) benchmark consistent with DCAMM courthouse projects.

Achieving Commonwealth Policy Objectives

- **Climate leadership:** Fossil-fuel-free design and lifecycle analysis advance EO 569/594 mandates.
- **Healthier environments:** Continuous IAQ monitoring and low-emitting materials create safe, dignified, and comfortable spaces for all users.
- **Sustained economic impact through Gateway City revitalization:** Investment in Springfield's North End will generate extensive opportunities for historically underrepresented businesses and individuals—catalyzing housing, job creation, and inclusive economic growth across the community.
- **Equitable access to justice:** Inclusive design, multi-lingual, and fully accessible design improves fairness and usability across diverse user groups.
- **Environmental justice benefits:** Infrastructure improvements reduce local pollution burdens and deliver long-term health gains in an underserved community.

Enhanced energy modeling and life cycle cost analyses will guide design decisions and support long-term performance goals. The building envelope will be developed to outperform ASHRAE baseline requirements, reducing heating and cooling demand through superior thermal efficiency.

KEY SUSTAINABLE DESIGN FEATURES WILL INCLUDE:



- Geothermal well field
- All-electric systems
- Advanced temperature controls via full direct digital control-based building management systems
- High performance building envelope
- Photovoltaics
- Commissioning to ensure operational efficiency and system integrity

The team will evaluate the Project's embodied carbon impacts early in design by reviewing Environmental Product Declarations and initiating a whole-building life cycle assessment. This process will identify opportunities to further reduce environmental impacts and inform material selection for structure and enclosure.

Beyond the building, the site will integrate strategies to address urban flooding, extreme heat, and other climate impacts in alignment with Resilient Mass Action Team (RMAT) policies.

The Justice Center will also be studied for its potential role in community resilience—for example, serving as a refuge, vaccination station, or water/food distribution hub. These measures will be tailored to Springfield's specific environmental and urban conditions, with adaptability for evolving regional climate needs.

DLR Group and Gilbane's shared history of delivering sustainable, resilient public facilities for DCAMM positions the team to meet the goals of both the Massachusetts Trial Court (TRC) and the Commonwealth. This expertise will guide the Project toward full compliance with Commonwealth sustainability mandates and elevate its role as a model of environmental stewardship and climate resilience.

2.1.2 LEED Silver

DLR Group and Gilbane are united in their commitment to delivering a LEED Silver-certified Project that exemplifies the Commonwealth's sustainability goals under EO 594. Their partnership reflects a shared dedication to decarbonization, environmental stewardship, and resilient infrastructure—principles that guide every phase of design and construction.

During design, the team will implement an integrative design approach to coordinate and develop a comprehensive LEED strategy that aligns the Project's sustainability objectives with EO 594. This includes compliance with the Specialized Stretch Energy Code, electrification of all heating and cooling systems, and deliberate material selection to reduce embodied carbon and overall environmental impact.

The team will emphasize indoor environmental quality, particularly the Indoor Air Quality Performance component of LEED, by vetting interior finish materials for low chemical content. Sustainable design charrettes with key stakeholders will confirm Project goals, assess predicted energy and water consumption, and evaluate life cycle costs and operational efficiencies.

In the last 10 years, 186 of Gilbane's projects have achieved LEED Certification (including Certified, Silver, Gold, and Platinum). Of this, 33 of their Massachusetts projects achieved LEED Certification, including:

- DCAMM's Worcester Behavioral Health & Hospital project (LEED Gold)
- DCAMM University of Massachusetts-Lowell Health and Social Sciences Building (LEED Silver)
- MGM Theater at Fenway (LEED Gold)

DLR Group will lead the architectural and engineering efforts to optimize building massing, minimize window-to-wall ratio, and design a high-performing envelope that surpasses ASHRAE baselines. Envelope performance will be further evaluated through the thermal de-rating calculations required by code. Enhanced energy modeling and commissioning will be integrated throughout to reduce EUI and support long-term operational efficiency. Materials will be selected for their environmental attributes (e.g., low VOCs, recycled content, and Red List compliance) and for alignment with EO 594 directives on minimizing environmental impacts and strengthening resilient state infrastructure.

Gilbane will apply its field-tested approach to LEED certification, drawing on its commitment to the Science Based Targets initiative and its corporate goal of carbon and waste neutrality by 2040.

The team will manage construction-related sustainability elements, including:

» Local sourcing and low embodied carbon materials
» Water conservation and stormwater management
» Indoor air quality and innovative mechanical/electrical/plumbing (MEP) systems
» Waste management planning

Throughout construction, Gilbane will lead LEED coordination meetings to track progress, resolve issues, and maintain certification momentum. All documentation will be submitted before Project closeout to ensure the building achieves certification and maintains it in operation.

Together, DLR Group and Gilbane will deliver a Justice Center that meets the Commonwealth's LEED Silver requirement and establishes a benchmark for sustainable public infrastructure. The Project will reduce greenhouse gas emissions, lower operating costs, and support a healthier, more resilient Springfield community.

2.1.3 Indoor Environmental Air Quality

Creating healthy indoor environments is a core design priority. The team will apply advanced Indoor Air Quality (IAQ) and system optimization strategies, integrating best practices such as enhanced filtration, robust ventilation systems, low-emitting materials, and regular post-occupancy commissioning to support continuous performance improvement.

DLR Group designed the **New San Andreas Courthouse** in Calaveras County, CA to reflect both civic purpose and environmental responsibility, achieving LEED Gold certification through strategies rooted in its rural setting. The design minimizes site disturbance, preserves oak woodlands, and orients the building to optimize natural light and ventilation. Native materials, high-performance systems, and efficient water use reduce environmental impact while expressing the courthouse's connection to the Sierra foothills and its role as a symbol of democracy and community.



IAQ monitoring software will provide real-time air quality metrics including:

» IAQ index
» Outdoor air quality index
» Particulate matter (PM 2.5)
» Transvolatile organic compounds (TVOC)
» Carbon dioxide (CO2)
» Thermal comfort

The team is committed to achieving high performance, sustainable outcomes through innovative design, energy modeling, and smart building strategies.

DLR Group's Clackamas County Courthouse earned LEED Gold certification for its integration of sustainable measures across the project life cycle.

The integrated team brings expertise in sustainable materials, advanced building systems, and life cycle cost analysis, consistently delivering reduced environmental impact and lower operational costs.

2.2 Gateway Cities

Springfield is a designated Gateway City under M.G.L.c. 23A, s. 3A. The location proposed by Gateway Justice Partners (GJP) is in the Brightwood neighborhood of the North End—an area with high poverty rates and a large population of ethnic and linguistic minorities that has faced decades of underinvestment and infrastructure burdens.

Locating the Project in the North End directly advances the Commonwealth's policy to revitalize and stabilize the economies of underserved communities.

As a Gateway City, Springfield has access to a wide range of programs, including:

» Economic Development Incentive Program tax credits
» Priority for state investments in infrastructure, housing, and workforce development
» Special programs such as the Housing Development Incentive Program and Gateway Cities Innovation Institute
» Legislative advocacy through the Gateway Cities Legislative Caucus, which helps shape policy to address urban challenges

These initiatives have consistently proven successful in revitalizing local economies, improving quality of life, and reducing poverty and inequality.

The Project can serve as a catalyst for future development in Springfield's North End, leveraging these programs to revitalize downtown and underutilized properties and attract private investment. It will expand the housing supply—particularly for middle-income residents—and promote inclusive economic growth and community stability.

GJP brings proven Gateway City experience. Winn/Opal's award-winning rehabilitation of the ThirtyOne Elm Court Square Hotel and Gilbane's delivery of 96 projects across Massachusetts Gateway Cities totaling $1.9 billion and 8.8 million sf demonstrate the team's ability to leverage state investments to drive equitable, community-based growth.

2.3 Inclusive Design

GJP's Inclusive Design strategy is a prioritized approach that goes beyond meeting standard code obligations to create spaces and experiences that consider a broad range of users and their diverse needs. It emphasizes empathy and awareness, designing from different perspectives and facilitating access and usability for all who come to the new Justice Center.

This approach aligns with the Massachusetts Judiciary's goals of optimizing Access to Justice.

Key inclusive design drivers:

» Multi-lingual signage supporting Springfield's diverse population.
» Trauma-Informed Design practices that reduce stress and foster a sense of safety.
» Biophilic design elements with views to the Connecticut River and greenspace.
» Intuitive wayfinding that reduces confusion and travel time.
» Color theory applied thoughtfully to respect cultural meaning and emotional impact.
» Interior design that reflects the culture and community of Springfield.
» Barrier-free design, with grade changes integrated seamlessly into the civic entry plaza.

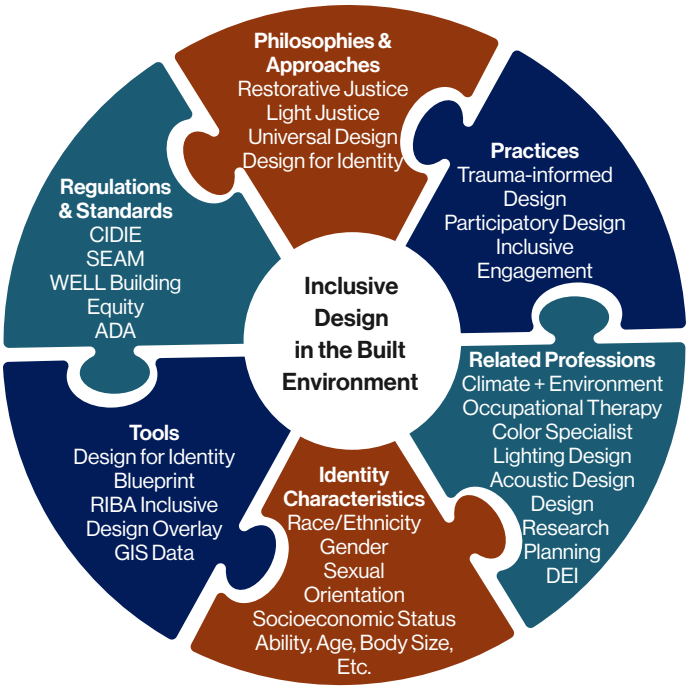
2.3.1 Building on Current Conditions & Community Needs

Tours of the existing Springfield Regional Justice Center revealed the importance of multi-lingual signage; with 48% of the City's population identifying as Hispanic, this feature remains essential. Current Juvenile and Family Court areas are distinguished with artwork and specialized waiting spaces.

The proposed design builds on these precedents by dedicating floors to specific court types, allowing tailored environments that address the unique needs of different users.

2.3.2 Advancing Access to Justice

The design directly supports the Massachusetts Judiciary's Access to Justice goals by pairing physical accessibility with integrated technology. From site perimeter to courtroom, every occupied area, including secure parking, is fully accessible. The design considers multiple user journeys: pedestrians arriving from downtown sidewalks, cyclists along the River Walk and Bikeway, and participants navigating courtroom settings.



Accessibility extends beyond ADA compliance to include:

» **Convenient and accessible entry lobby:** A secure, elevated entry reflects civic tradition while reducing sitework costs. Sloped walkways manage grade changes in a controlled, artful manner that integrates accessibility without drawing attention to it.
» **Short, accessible routes:** A central elevator core minimizes travel distances across floors. With only five levels above grade, the building's compact form reduces travel demands for all users, particularly those with mobility impairments.
» **Enhanced courtroom accessibility:** Courtrooms are fully ADA compliant, ramps provide cost-effective, maintenance-free access to raised areas; all furniture and casework, including lecterns, are adjustable; spectator seating integrates wheelchair spaces and companion benches; Jury boxes include ADA chairs with quick-release fasteners and direct routes; assisted listening systems support audibility.

- **Uniform access to technology:** Technology infrastructure improves fairness and efficiency for pro-se litigants, jurors, visitors, and staff:
  - Electronic wayfinding and docket monitors
  - Information screens and check-in kiosks
  - Wi-Fi throughout the facility
  - Waiting areas with charging stations

These measures reduce staff burden, streamline navigation, and ensure equal access to information and resources.

2.3.3 Design Intent

By embedding inclusive design throughout, from site planning to courtroom details, the Justice Center becomes a civic place where all people feel welcome, supported, and connected. The strategy extends beyond code compliance to create a resilient, dignified environment that promotes equitable access to justice.

2.4 Environmental Justice Population Area

The SRJC will be located within an Environmental Justice (EJ) population area. This designation underscores a responsibility and an opportunity to design a Justice Center that reduces environmental burdens, provides equitable access to justice, and catalyzes long-term benefits for Springfield's North End community and for Western Massachusetts.

Existing Springfield Justice Center Mural - Family Court Floor



2.4.1 Defining Criteria

The population within one mile of the proposed site meets three EJ criteria:

1. Annual median household income ≤ 65% of statewide median
2. Minority population ≥ 40%
3. Minority population ≥ 25% with municipal income ≤ 150% of statewide median

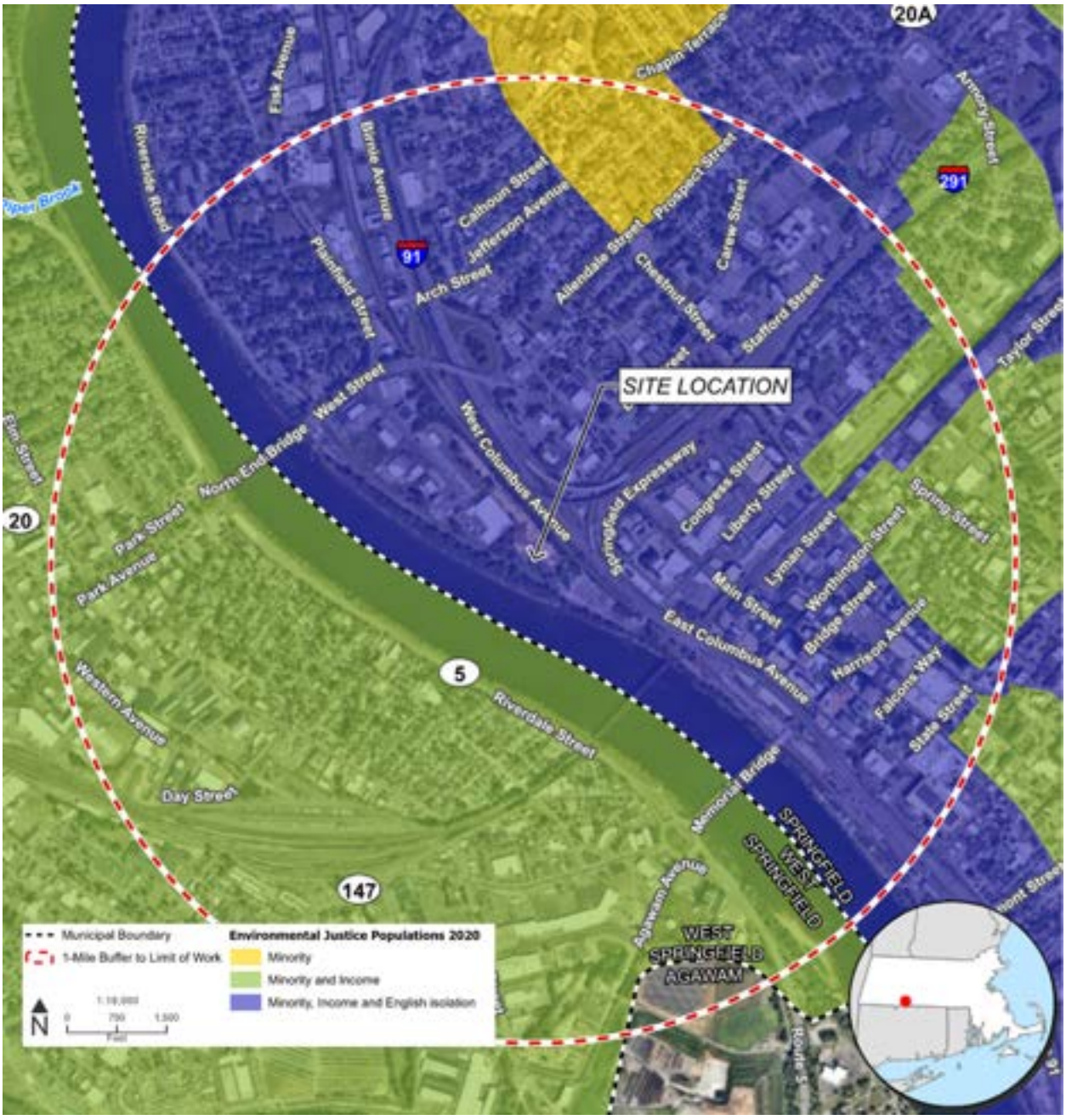
In addition, as shown in **Figure A2-1**, the EJ population in the area is characterized by English isolation. More than 25% of households speak English less than "very well," and up to 40% of residents near the site speak Spanish or Spanish Creole.

2.4.2 Community Benefits

As a catalyst Project on an underdeveloped waterfront parcel, the Justice Center demonstrates the prioritization of public investment in an underserved neighborhood. Its presence will stimulate community revitalization and economic growth, improve infrastructure and access, and provide new visibility and prominence for the North End. The Project will create construction-period and permanent jobs, expand access to open space along the Connecticut River, and position civic services as an anchor for equitable redevelopment.

GJP's personal investment and physical presence in Springfield amplifies this commitment, making the Justice Center a generational Project for Western Massachusetts.

Figure A2-1. *Springfield EJ Populations*



2.4.3 Regulatory Commitments

The Project is subject to Massachusetts Environmental Policy Act (MEPA) review, requiring compliance with EJ protocols, including:

- Analyzing existing environmental burdens faced by EJ populations
- Evaluating potential Project impacts during construction and operation
- Demonstrating how the Project delivers improvements rather than exacerbating existing burdens

Per the Massachusetts Department of Public Health, preliminary reviews confirm that Springfield's EJ populations already face significant health and environmental challenges:

- Existing sources of pollution
- Elevated rates of heart attack
- Childhood blood lead levels
- Low birth weight
- Asthma

The Project will deliver benefits that mitigate existing vulnerabilities, while complying with RFP Section 7.6 and M.G.L. c. 30, § 62 by not creating or exacerbating environmental burdens for the EJ population. GJP will also implement an enhanced community outreach strategy including advanced notification and ongoing stakeholder engagement during the MEPA process.

This approach meets regulatory requirements and, more importantly, reflects a commitment to meaningful engagement and long-term benefit for the North End and greater Springfield community.

Community outreach and engagement will occur at every phase of the Project, including design, permitting, construction, and operation, to fully address potential impacts and benefits to the neighborhood.

2.5 Economic Impact Statement

2.5.1 Economic Benefits of Proposed Location

The proposed SRJC at the North End Riverfront represents a transformational opportunity for Springfield and all of Hampden County. The location would leverage the Justice Center development to generate new economic activity for the City of Springfield while directing this positive growth to an area of the City that has long been underserved.

Specifically, by establishing a civic anchor on a currently underutilized site, the Project will stimulate growth, strengthen regional connectivity by activating the Connecticut riverfront as a civic and commercial destination greatly enhancing the prospects of a long overdue redevelopment of Springfield's North End riverfront.

For more specifics on this redevelopment potential, please see Section A3 for a presentation of GJP's masterplan vision for the North End riverfront areas surrounding the new SRJC (GJP's "North End Riverfront Redevelopment Master Plan"). Section A3 describes the some of the infrastructure, social and community benefits that are expected to come with implementing the masterplan concepts that GJP has envisioned and intends to catalyze on property it already controls as well as on neighboring sites.

If located at the proposed North End Riverfront site, the new SRJC will deliver substantial economic benefits to the City of Springfield, the surrounding community, and the Commonwealth. These benefits will be felt directly through the positive effects of placing a major civic building in an underserved area, and indirectly through the multiplier effect of new development the Justice Center is expected to attract to the neighborhood..

These economic benefits are summarized below and described in greater detail in the Economic Impact Analysis at the end of this section.

The following high-level findings illustrate the potential economic and fiscal impact of both the Justice Center and riverfront redevelopment as contemplated in GJP's master plan vision, which by bringing new households, jobs, and recreational facilities to Downtown Springfield is projected to generate significant new property taxes as well as increased spending and visitation for local businesses and attractions.

» **Property Tax Revenue:** The courthouse itself is anticipated to generate approximately $8 million in new property tax revenue while the full master plan as envisioned could generate an additional $19.5 million property tax once the plan reaches full build out and occupancy. This would represent a 2,433% increase in tax revenue over current conditions.

» **Job Creation:** Construction and delivery of the redevelopment envisioned in GJP's master plan is estimated to support nearly 3,500 construction jobs and hundreds of permanent full-time jobs upon full build out and occupancy, not including the existing courthouse jobs that will be relocated to the area.

» **Reuse of existing facilities:** Construction of a new Justice Center will also present an opportunity for the Commonwealth to generate revenue through the sale and redevelopment of existing courthouses facilities on State Street.

» **Recreation Amenities:** The Justice Center and associated master plan are expected to greatly increase activity along the Connecticut River Walk and Bikeway, as well as on the river itself. This growth in visitors is anticipated to generate substantial new economic activity across Springfield through spending on local food, beverages, fuel, and other goods and services. The redevelopment envisioned in GJP's master plan will create a prominent visual destination that encourages travelers and recreation seekers in Greater Springfield to stop and explore the riverfront. Enhanced connections between the site and downtown businesses will further channel this visitor spending into the city's core.

» **Downtown Spending:** The master plan envisions more than 1,100 new housing units and hundreds of jobs all bringing added spending power to the North End Riverfront along the edge of downtown Springfield. At full build out, these new households are projected to spend $22.5 million on retail, food, and beverage alone—a significant portion of which would be captured in the of Springfield—in particular in the downtown core.

If located on the North End Riverfront, the SRJC represents an even greater opportunity to drive sustained, measurable growth in the City of Springfield. By capitalizing on its proximity to the Connecticut River Walk and Bikeway, the Project will create public and private spaces that catalyze additional riverfront investment within an Environmental Justice neighborhood.

These impacts build on the GJP team's proven success at ThirtyOne Elm in Downtown Springfield, where a $54.5M adapative reuse development project completed with help of many public and private sector partners delivered 74 new apartments, 12,000 sf of retail, and catalyzed further City investment in Court Square Park.



Economic Impact Report



Dennis Maes Pueblo Judicial Building
DLR Group



DCAMM STCC Ira Rubenzhal Student Learning Commons
ANNUM Architects

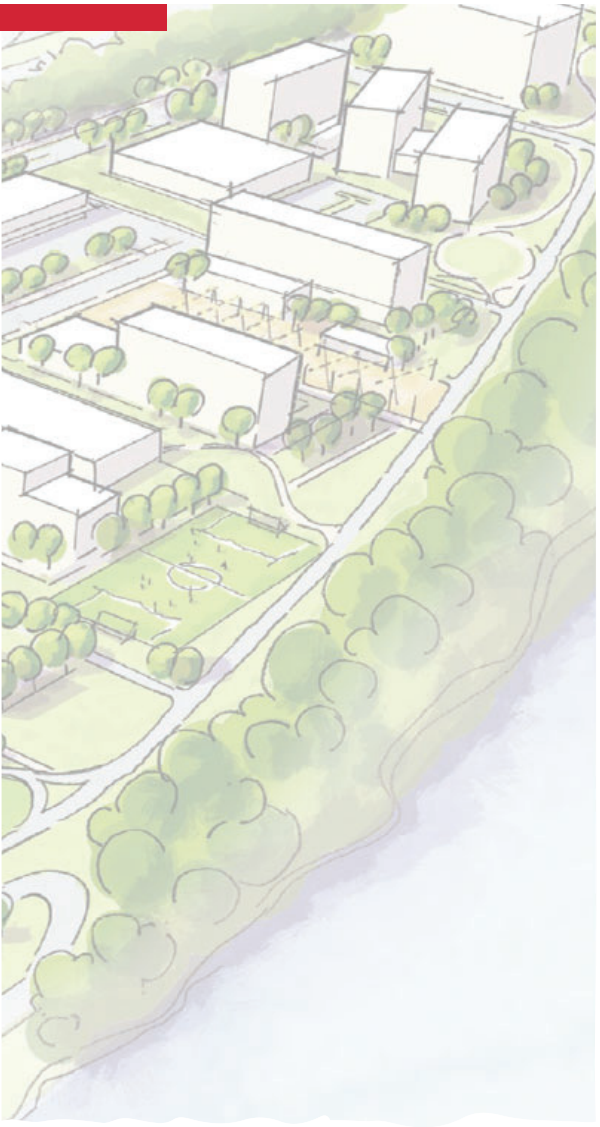
Springfield Regional Justice Center (SRJC) and North End Riverfront Redevelopment Master Plan

Economic and Fiscal Impact Study

October 2025

Commissioned for:

Gateway Justice Partners



Key Findings

The following findings illustrate the potential economic and fiscal impact of the Gateway Justice Partner's North End Riverfront Master Plan to the City of Springfield and surrounding region. The presence of new households, jobs, and recreational facilities at the edge of Downtown Springfield is projected to bring new spending and visitation to area businesses and attractions catalyzed by the construction of the new courthouse facility.

01. Property Tax Revenue

The courthouse itself is anticipated to generate approximately **$8 million** while the full master plan could generate nearly **$19.5 million** as envisioned upon full build out. This represents a **2,433%** increase in tax revenue over current conditions.

02. Job Creation

The master plan is estimated to support nearly **3,500** construction jobs and over **400** permanent full-time jobs at full build out and occupancy. These are jobs that will directly benefit Springfield residents.

03. Downtown Spending

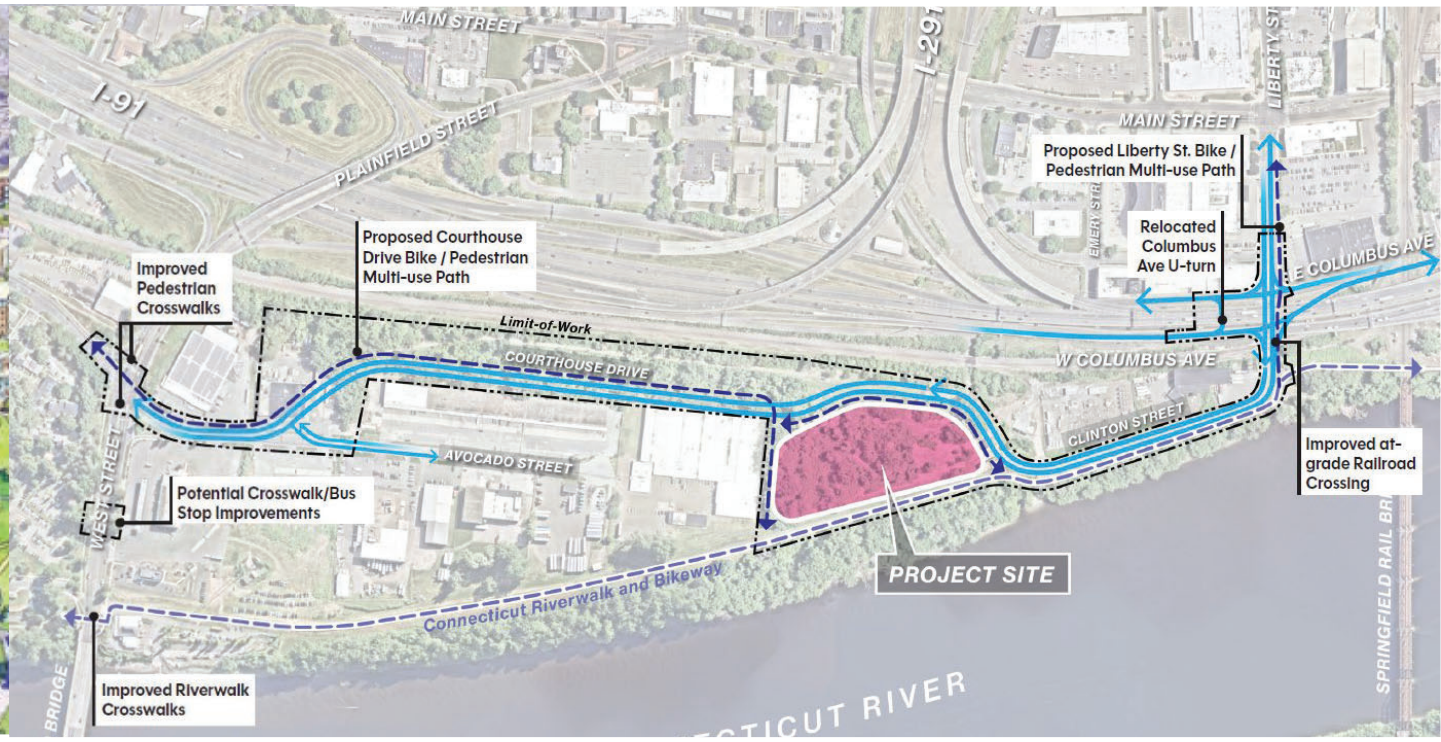
The master plan envisions **1,183 new housing** units and an estimated **400** permanent jobs all bringing added spending power within close proximity to Downtown Springfield. New households are projected to spend **$22.5 million** on retail, food, and beverage alone; a portion of which would be captured here in Springfield.

04. Recreation Amenities

Trail users are likely to purchase some food, beverages, and misc. purchases given the proximity of the riverfront trail to Downtown Springfield. The master plan will provide a visual cue to stop and stay as well as connections to businesses and attractions in Downtown Springfield.

Note: Throughout this document words or phrases highlighted in blue indicate a hyperlink to specific source material.





Overview Summary

The proposed RJC provides an opportunity for a catalytic public-private partnership to revitalize a long-neglected section of Springfield's waterfront along the Connecticut River. This new civic anchor will help activate the riverfront, similar to projects in Boston, MA, Rockford, IL, and Fort Lauderdale, FL, that have or will transform underutilized areas into vibrant neighborhood hubs.

The Gateway Justice Partner's vision for a North End Riverfront Master Plan has the potential to leverage an additional 1,180 units of workforce and middle-income housing, 80,000 square feet of retail and restaurant space, in addition to the new 320,000 square foot courthouse building as the central anchor. This master plan will transform this waterfront area and provide new housing and jobs near the activity centers in Downtown Springfield.

Winn Development is a state leader in developing workforce housing and missing middle income housing across Massachusetts, in particular, Gateway Cities like Springfield. Winn's participation in this project, unparalleled expertise in financing workforce housing, and prior housing experience in Springfield with OPAL, ensures new housing will follow the development of the new courthouse project.



North End Neighborhood

The North End neighborhood in Springfield suffered from the scars of urban renewal in the 1950s and 1960s, when large swaths of the area were cleared to build Interstate 291 and the interchange with Interstate 91. Initially cut off from the core of Downtown Springfield by railroad and industrial development in the late 19th and early 20th century, this pattern of isolation continued and intensified with the new interstate highway construction. The negative results on the North End neighborhood were significant as the new highways and associated new large industrial developments further broke up a tight-knit, walkable community and further isolated it from the rest of Springfield's vibrant neighborhoods, amenities and resources.

In response to these historical inequities, the City of Springfield commissioned an important and collaborative neighborhood investment planning effort in 2024, which drew on broad participation of community members and residents and culminated in a report known as the North End Neighborhood Investment Plan (NENIP). Gateway Justice Partner's (GJP) North End Riverfront Master Plan vision was guided by this planning process and report. In its fidelity to the NENIP, the GJP North End Riverfront Master Plan seeks to help remedy the scars created by past inequitable urban renewal programs by reconnecting people to the river and downtown in a mixed-use neighborhood setting. Several of the most significant actions and outcomes that NENIP calls for are at the core of GJP's master plan vision. can be directly related to the North End Riverfront Master Plan including:

- ED1 and ED2 – Space for a Food Truck Park, establishing a small grocery/convenience store.
- ED7 – Advance the proposed plan for a new courthouse on the riverfront.
- AC1 – Provide additional cultural programming and gathering spaces.
- P2 – Develop a new riverfront park.
- H4 – Encourage mixed use development.
- H2 and H3 – Identify lots for affordable housing and eliminate vacant lots.



Courthouses as Catalysts:

River District Revitalization

Rockford, IL

Rockford, Illinois, like many of Massachusetts' Gateway Cities, has gone through challenging economic times but is on the rebound through revitalization efforts like the River District Plan. By leveraging a new $40 million federal courthouse anchor, the city plans for new private sector investment on the surrounding blocks to create new housing and job opportunities.

The vision for the waterfront is for new public sector investment in parks and non-auto transportation connections to encourage walking and biking along the river. This quadrant of Downtown Rockford is intended to become the civic center with access to the courthouse, the post office, park district facilities, and parks and plazas.





Courthouses as Catalysts:

Moakley Courthouse

Boston, MA

The 675,000 square foot Moakley Courthouse in Boston's Seaport District was built in 1999 as a civic anchor to the redevelopment of Fan Pier and Boston's waterfront. The courthouse took a prominent role as an early catalytic project directly on the waterfront, which at the time was dominated by surface parking lots and some working waterfront uses. Leveraging public funding, the courthouse now serves as a physical and visual gateway into the Seaport District.

Another key feature of this development is the connection to Boston's 43-mile Harborwalk offering both recreational and tourism-based benefits to the city. The redevelopment of the Seaport District has increased assessed value and property taxes by billions of dollars and created a new, modernized neighborhood with housing, jobs, businesses, and public amenities.



Courthouses as Catalysts:

U.S. District Courthouse

Fort Lauderdale, Florida

The 225,000 square foot U.S. District Court for the South District in Florida is currently under construction south of New River in Fort Lauderdale. The intent of the courthouse project is to steer new development to the south side of the city, like the growth seen to the north. The courthouse joins other civic uses like the county courthouse and the school district headquarters anchoring major employers in the area.

Landowners and developers are already beginning to secure parcels and approvals for new development around the courthouse property. This includes plans for new residential towers, mixed-use buildings, and restaurants.

The master plan has the potential to increase value and taxes.

Current Property Taxes vs. Future Estimated Property Taxes



Today, the area which comprises the Gateway Justice Partner's North End Riverfront Master Plan study area contains several commercial/industrial properties with depressed valuations due to the age, condition, and income generated by the existing structures relative to their riverfront locations. The total assessed value of these parcels today is nearly $22 million generating around $770,000 a year in property taxes.

Based on the Gateway Justice Partner's North End Riverfront Master Plan vision, the master plan study area would have a total assessed value of just over **$1 billion** bringing in nearly **$19.5 million** in property taxes at full build out and occupancy.

The master plan would represent a 2,433% increase in property taxes to the City of Springfield over current conditions.

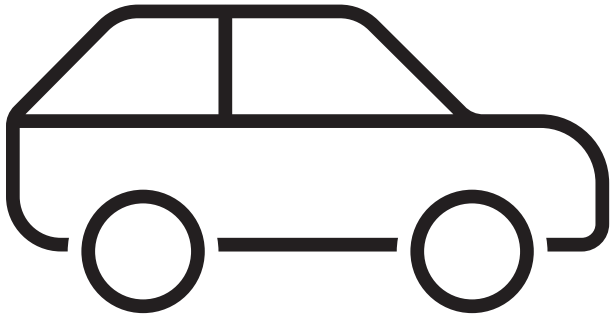
Future assessed value and property tax estimates based on construction cost estimates provided to RKG by the development team.

Source: Springfield City Assessment Database, Winn Companies, RKG Associates, Inc.

The master plan vision would also bring in new excise tax revenues.

$285,600

New Annual Vehicle Excise Taxes



The Gateway Justice Partner's master plan vision contemplates 1,183 new workforce and middle-income residential units in the area around the new courthouse to help create and provide housing for some court employees and sustain the population to support the new vibrant neighborhood. For the purposes of this analysis, these new households are assumed to have at least one personal vehicle that will be registered in the City of Springfield and be responsible for paying vehicle excise taxes to the city as well.

The master plan is envisioned to contain over 1,500 new structured and surface parking spaces, enough to accommodate at least one car per household in the area. Today, the average Springfield household pays about $241 a year in vehicle excise taxes. Applying that to the future 1,183 housing units yields an estimated **$285,600** in new annual vehicle excise taxes to the city.

Source: MA DOR, Winn Companies, RKG Associates, Inc.

The master plan vision will create temporary and permanent jobs for Springfield.



3,461

Construction Jobs Supported by the Master Plan



$3.1M

Courthouse Building Permit Fees to the City



406

Full Time Equivalent Jobs Supported by New and Renovated Commercial Space

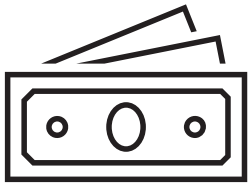
The Gateway Justice Partner's master plan vision contemplates over 2.1 million square feet of new building construction including the new courthouse facility. This multiphase master plan would require a significant effort from the local construction and the trades industry benefitting workers for years to come. This billion-dollar investment in Springfield is estimated to support nearly **3,500 construction jobs** over the entire build out of the master plan. Residents of Springfield engaged in the trades could directly benefit from this investment in their backyard.

Based on the City's current building permit fee schedule, the $1 billion dollars of construction activity could generate over **$12.8 million** dollars in building permit fees at the City's current rate of $12 per $1,000 of construction cost, including more than **$3.1 million for the courthouse alone**.

At full build out and occupancy, the master plan is projected to support over **400 new FTE positions** in the new commercial space (not including the courthouse facility which is currently more than 400 employees). These jobs would represent new opportunities for Springfield residents as well as opportunities for new employees to spend money at Downtown Springfield businesses. A recent study on the impacts of return to work showed employees spend an average of **$5,700 a year** on food and beverage outside the workplace, a portion of which would directly benefit Springfield.

Source: EOLWD ES-202, Winn Companies, RKG Associates, Inc.

The master plan will have direct benefits to Downtown Springfield.



$19,000

New Per Household Annual Spending on Retail, Food, and Beverage

$22.5 million

Total New Annual Spending on Retail, Food, and Beverage

In addition to the spending driven by temporary and permanent employees, the Gateway Justice Partner's master plan vision contemplates 1,183 new mixed-income residential units in the area around the new courthouse. Households in Springfield spend on average **$19,000** a year on retail goods and services, food, and beverages. The housing component of the master plan has the potential to create an additional **$22.5 million** in new spending that could directly benefit Downtown Springfield and other area businesses within a short walk or driving distance to the master plan site along the North End riverfront. While not all of this new spend will be captured by Springfield businesses, this does represent a significant infusion of new spending power into the local market.

These new household expenditures are in addition to the spending that would come from employees working at commercial businesses on the site, as well as all staff and visitors to the new courthouse. The master plan's improved vehicular, bike, and pedestrian connections along the North End riverfront will facilitate walking and driving connections and can be enhanced with wayfinding signage directing patrons to the core of Downtown Springfield.

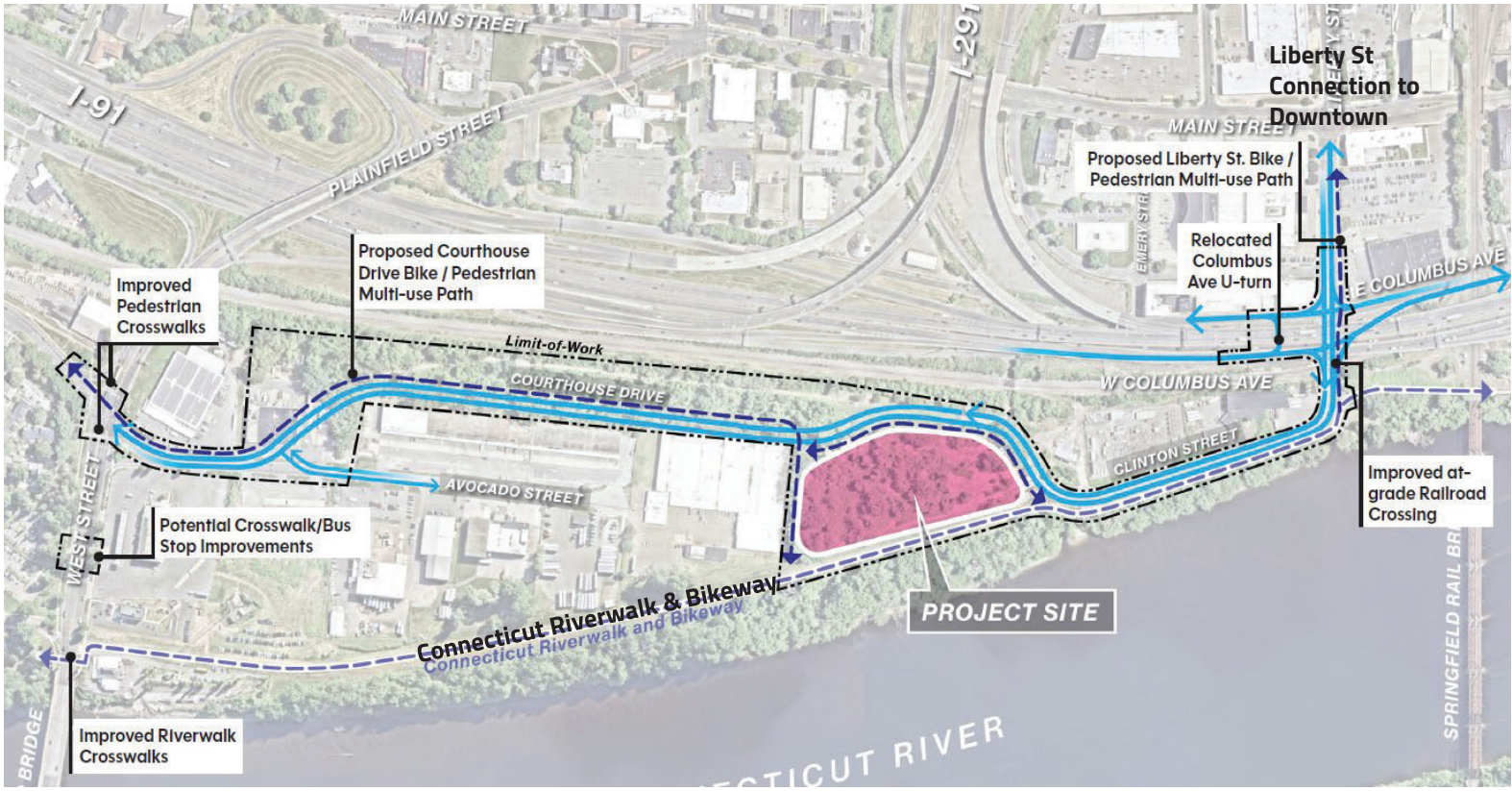
Source: ESRI Business Analyst, Winn Companies, RKG Associates, Inc.

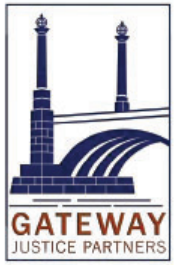
Recreation users bring spending power to downtowns.

The Gateway Justice Partner's master plan vision site is situated along the Connecticut River and encompasses an important section of the Connecticut Riverwalk and Bikeway providing direct connections to recreational assets in Springfield and beyond. The master plan also incorporates new park and civic infrastructure including two large spaces for food trucks and a farmer's market. The redevelopment along the riverfront will provide trail users with a new visual cue to stop in Springfield. Signage from the property and the trail directing trail users to Springfield could help increase visitation and spending throughout downtown.

Research conducted by RKG on the economic impact of trails in New England suggests trail users are likely to spend money on things like food, beverages, and other miscellaneous purchases. Creating a destination along the riverwalk to draw in trail users and directing them to downtown core has the potential to bring more economic activity to Springfield long-term.

Taken together, the full fiscal and economic impacts of the master plan vision will create a lasting legacy within the City of Springfield providing nearby neighborhoods with new housing, jobs, and amenities while boosting business activity in the downtown core.





RKG ASSOCIATES INC

ECONOMIC ANALYSIS

SRJC MASTER PLAN, SPRINGFIELD, MA

OCTOBER 2025

Appendix A3
Design





A3 Design

3.1 New Springfield Regional Justice Center

The Springfield Regional Justice Center (SRJC, Project) will be a civic landmark in Springfield and a lasting source of pride for residents. Its design will reflect the rich heritage and diverse communities of the region, while exemplifying a forward-thinking and modern Justice Center for the 21st century.

The Project is designed to provide a secure, efficient, and welcoming Justice Center to meet all the program requirements of the Massachusetts Trial Court (TRC) while expressing the dignity and accessibility of the justice system. The new facility will support the daily needs of judges, staff, jurors, detainees, and the public while also serving as a prominent civic anchor that enlivens Downtown Springfield.

3.1.1 Community Cornerstone

The design of the new Justice Center establishes a dignified presence downtown while embracing its riverfront setting. As the new community cornerstone, the exterior façade and massing approach are inspired from site exploration, regional civic architecture, and the traditional courthouse design principles of expressing the building's base, middle, and top.

Located in Springfield's North End along the Connecticut River, panoramic views to and from the site informed the building's civic expression at both the scale of the city and the localized context.



View of Main Entry Plaza

3.1.1.1 Balancing Civic Prominence & Human Scale

With this backdrop, Gateway Justice Partners (GJP) focused on balancing civic prominence and the human scale for an impactful and dignified architectural solution.

Symbolism & Architectural Character

In a gesture that references the scale and craft of our nation's most cherished civic architecture, the design features a low to midrise structure accented with refined architectural details reflecting permanence and investment. Columns, pediments, and cornice lines, emblematic of earlier American symbols of courthouse architecture, are interpreted in our design.

Skyline Presence & River Views

From downtown, a prominent five-story portico, visible to those approaching the site from the east, clearly identifies the Justice Center at the skyline. Viewed across the Connecticut River, the horizontal expression floats effortlessly above the tree line serving as a visual gateway to downtown from the west.

3.1.1.2 Arrival Sequence & Interior Experience

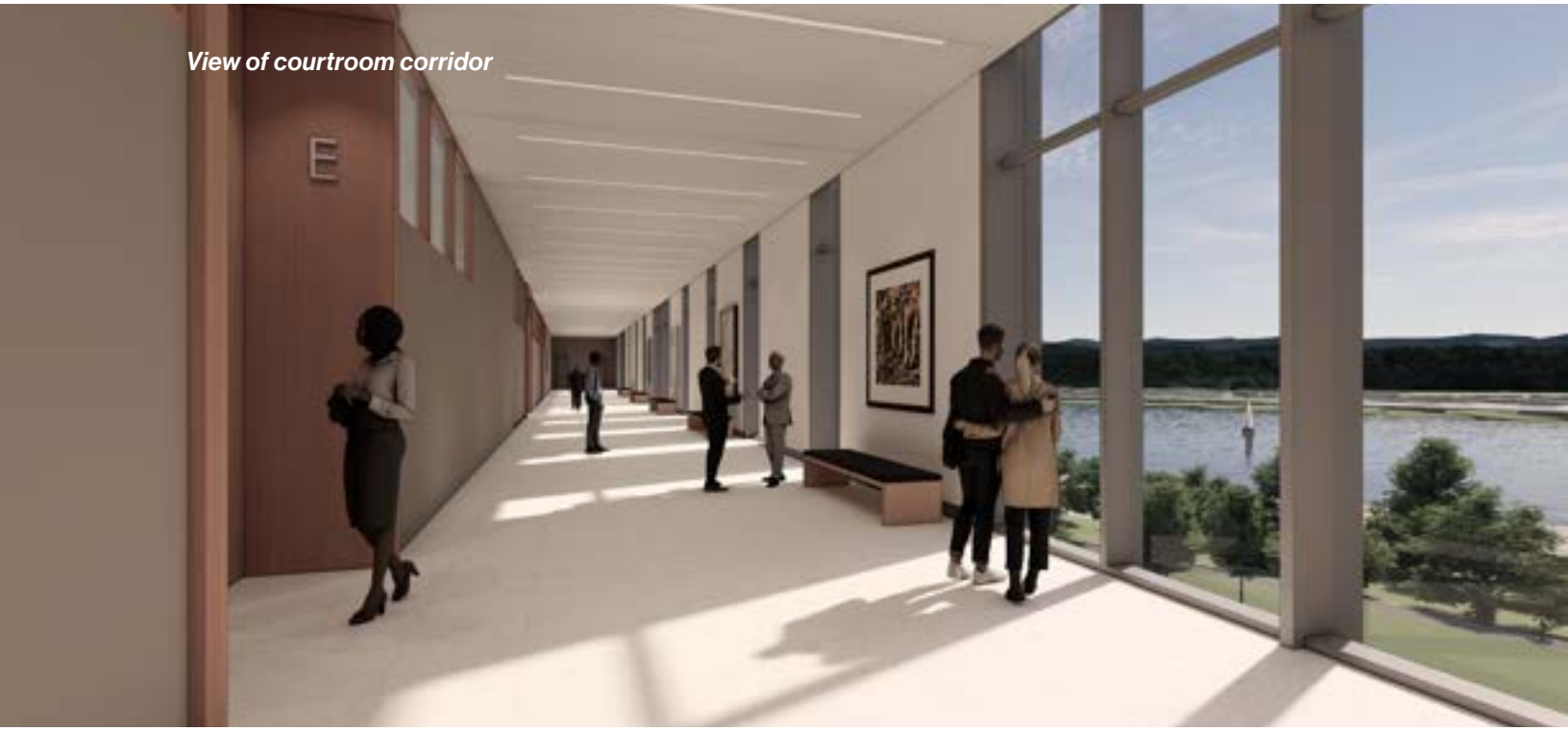
Primary Approach & Entry Sequence

At the scale of the site, the primary approach to the building is from the tree-lined Courthouse Drive. Visitors and staff cross the terraced entry plaza and are welcomed by a gracious, transparent entrance located at the base of the five-story portico.

Lobby & Riverfront Garden Connection

As visitors and staff pass through the double-height lobby, they are greeted by sweeping views of the Riverfront Garden, a staff and public amenity designed in partnership with the Justice Center and framed by the building's outreaching wings.

Those coming to the Courthouse from downtown via Clinton Street will pass the River Walk, with enticing views into the curated Garden experience.



View of courtroom corridor


View from Riverfront Public Park

Upper Floors & Courtroom Orientation

On the upper floors, the long, great halls found in traditional civic architecture are amplified with daylit waiting areas and circulation corridors. The courtroom floors are organized with the public circulation oriented toward the Riverfront Garden and glazing fills the courtroom floors with natural light and provides panoramic views of the Connecticut River and beyond.

> **Judge's chambers are strategically located at the ends of building to maximize views downtown and across the river, reinforcing the site's connection to its urban and natural context.**

3.1.1.3 Material Expression

Base: Human Scale & Regional Vernacular

The base or podium level of the building features a brick cladding to reflect the regional vernacular and provide a human, tactile scale. Vertical ribbons of glass are interleafed with the brick podium to bring natural light into office areas and provide views to the Riverfront Garden.

At the main entry, the podium condition is accented with a two-story glass corner that addresses the building approach from multiple directions and symbolizes access and transparency—core TRC values.

Middle: Terra Cotta & Façade Modulation

Floating above the base, the upper courtroom floors are clad in a light-colored terra cotta rainscreen, providing a distinguished and finely detailed, high-performing envelope. The lighter-colored terra cotta allows the middle of the building to delicately cap the podium while introducing subtle façade modulation that captures light and views beyond the site, balancing the building's horizontal composition with a strong vertical pattern language.

Top: Cornice Line & Portico Expression

The building is capped with a simple cornice line datum that terminates the terra cotta panels at the roof line. The top of the building receives the five-story portico resolving the Justice Center at the skyline for all of Springfield to view.

3.1.2 Design Summary

Justice Centers must balance symbolism with practicality. Our design integrates circulation, security, technology, and accessibility with sensitivity to culture, language, and community context. The result is a durable, sustainable, and functional building that instills public trust and reflects the values of justice, fairness, and civic responsibility. GJP's proposed riverfront site elevates these objectives by combining operational efficiency with broader community impact.

> **The SRJC becomes both a working center of justice and a catalyst for improved connections between Downtown Springfield, the North End, and the Connecticut River.**

The following pages confirm full compliance with the RFP, SAFS, and Technical Exhibits, while demonstrating how the design translates compliance into measurable value across the six key objectives listed on the right.

1. **Elevated Civic Design:** Community connections, civic expression, and functional planning are integrated to create a Justice Center that is welcoming, transparent, and efficient.
2. **Ease of Use & Wayfinding:** Clear access, intuitive navigation, and logical adjacencies reduce stress for first-time visitors and ensure justice is accessible to all.
3. **Planning & Operational Efficiencies:** A large, efficient footprint allows high-volume functions on the first and second floors to optimize adjacencies and minimize travel distances.
4. **Staff & User Wellness:** Daylight, views, and healthy environments improve productivity, reduce stress, and provide restorative experiences for all occupants.
5. **Value-Added Site Design:** Abundant parking, walking trails, and river access support ease of use, community connectivity, and a self-sustaining environment.
6. **Long-term Use & Flexibility:** The Project establishes a foundation for long-term civic and economic development, with opportunities for expansion and co-location of complementary uses.



View from Highway



New Springfield Regional Justice Center

3.1.2.1 Elevated Civic Design

The Project is designed as both a civic landmark and a highly functional Justice Center, ensuring it serves the Commonwealth and the community for generations. Serving the City of Springfield and the greater Hampden County region, the SRJC and site context convey its regional importance, clearly visible from I-91 and from across the Connecticut River.

> **The Justice Center's presence in Springfield's North End represents a major public investment that strengthens connections to downtown while embodying the values of justice, transparency, and accessibility.**

Our holistic approach integrates exterior form and interior function to deliver measurable benefits for the TRC and its users.

Building massing, proportion, and site placement were developed in concert with interior wayfinding, operational clarity, staff wellness, and trauma-informed design. This ensures the Justice Center is easy to navigate, secure, and supportive of all who use it.

The interplay of building form and civic space creates a dignified and welcoming presence on the emerging waterfront site. A tree-lined approach along Courthouse Drive leads to a civic plaza, while upper floors offer views of the Connecticut River that symbolize openness and equal justice for all.

The result is a timeless, modern Justice Center that reflects traditional courthouse design principles in a contemporary expression of transparent justice. It performs aesthetically, functionally, and operationally for the citizens of Springfield and the TRC.

3.1.2.2 Ease of Use & Wayfinding

Ease of use and wayfinding are central to the Justice Center's design, ensuring that visitors can navigate to, within, and from the building confidently, even when arriving for the first time or under stress.

Clear circulation, direct sightlines, and purposeful visual cues reduce confusion and create a welcoming, intuitive experience.

Public Approach & Entry Sequence

The public entry sequence establishes this clarity from the start. Approaching from Courthouse Drive, visitors encounter a universally accessible civic plaza framed by surface parking. A two-story colonnade and recessed façade mark the entrance with strong architectural identity, guiding users naturally toward the front door.

At five stories above grade, the building maintains a civic presence without being overwhelming. Vertical circulation is minimized, balancing functional efficiency with user orientation.

Interior Organization & Circulation

Inside, the "L-shaped" plan reinforces spatial clarity. Straight corridors extend from a central circulation core, providing immediate views to departmental counters and courtroom entries. This layout simplifies wayfinding and supports those navigating the Justice Center under pressure.

Upper Floors & Views

On the upper floors, public corridors and waiting areas open to uninterrupted views of the Connecticut River, introducing calm, light, and orientation cues that elevate the public experience.

3.1.2.3 Planning & Operational Efficiencies

The Justice Center's planning and operational efficiencies are driven by the unique opportunities of the riverfront site. With ample buildable area, the design achieves an efficient footprint that places high-volume functions on the lower levels, consistent with best practices in courthouse design. This layout ensures the busiest departments are easy to reach and logically connected, reducing travel distances and improving public service.



View from Courthouse Drive

Efficient Site Planning & Functional Organization

The first and second floors form a two-story podium that consolidates all high-volume functions in accessible locations. Probation and Clerk offices are co-located, with the Arraignment Courtroom positioned nearby. Jury Assembly, the District Attorney, and the Court Service Center are all placed for direct visibility from the main public circulation zones.

A centrally located commuter stair links the podium floors, providing intuitive movement and relieving demand on the public elevators.

To further support building users, a café with grab-and-go service is positioned at the top of the commuter stairs for convenient access by both staff and the public.

Courtroom Organization & Flexibility

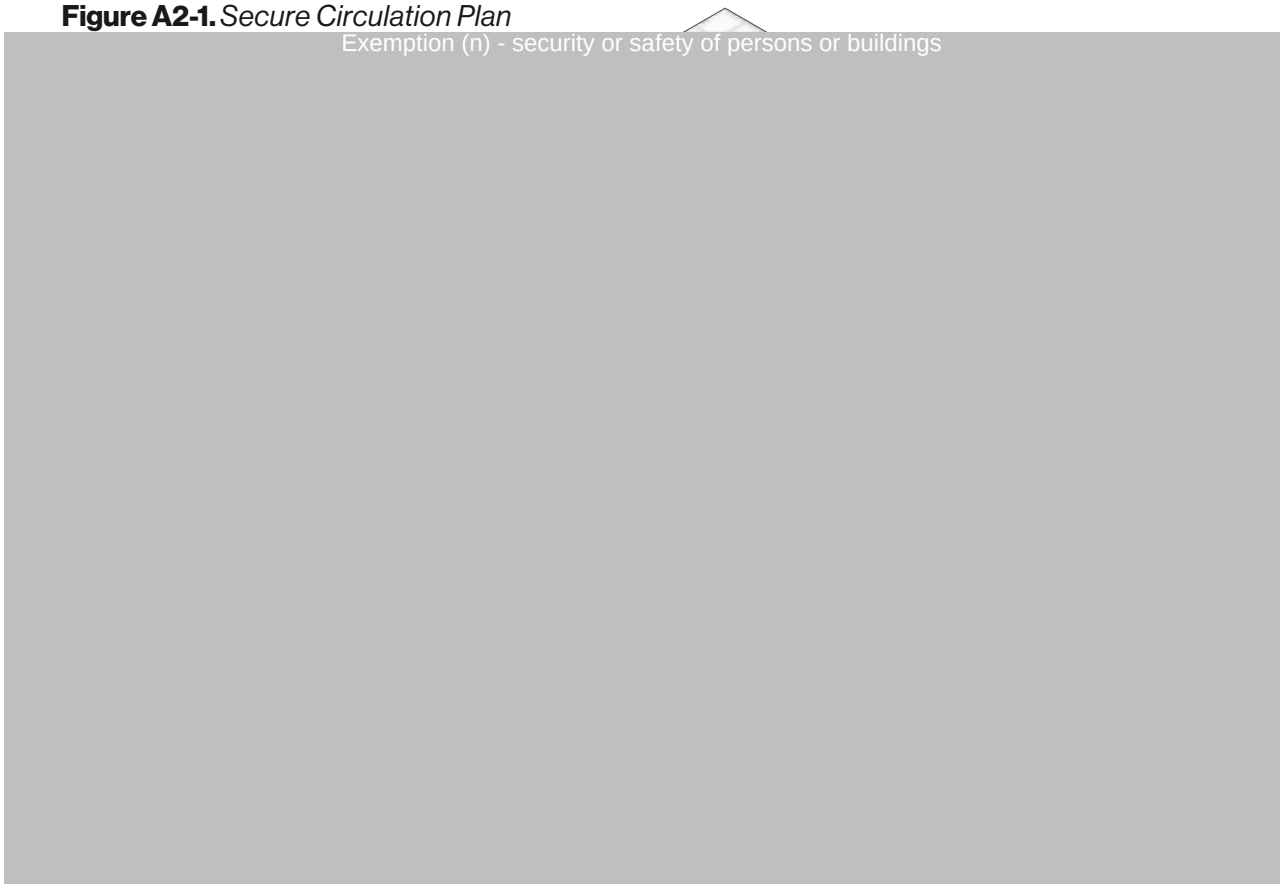
Above the podium, the building massing steps back to create three equal courtroom floors, each organized around the "L-shaped" plan. Eight courtrooms per floor are distributed across the two wings, enabling courtroom types to be stratified by branch while preserving flexibility in final placement. Efficient column bay spacing accommodates varying courtroom sizes for Superior, District, Probate and Family, Juvenile, and Housing Courts, ensuring adaptability as needs evolve.

Secure & Efficient Circulation Systems

Dedicated circulation systems for public, private, and secure movement extend throughout the building (**Figure A3-1**). This continuity enhances both security and staff efficiency, allowing movement between courtrooms and support spaces without crossing public zones.

Sheriff, Probation, and Clerk staff benefit from interconnected private circulation tailored to their functions, while the design also allows for shared spaces, long-term adaptability, and optimized security operations.

Figure A2-1. *Secure Circulation Plan*



3.1.2.4 Staff & User Wellness

The Justice Center is designed to support wellness for staff and the public through access to daylight, views, walkability, and outdoor amenities. In addition to general building beautification, there are substantial stress-reduction benefits to providing both viewsheds and walking paths around a building—a principle supported by numerous studies, including "*Nature in the Office: A Systematic Review of Nature Elements and Their Effects on Worker Stress Response*" (NIH, 2023).

The five-story massing minimizes floor area to maximize daylight and exterior views. On courtroom floors, waiting areas are organized with a single-loaded layout so that public circulation and waiting spaces face uninterrupted views of the Connecticut River. Courtrooms incorporate clerestory windows to introduce controlled borrowed light, while office floors are organized into "neighborhoods" that balance enclosed and open workspaces.

This window arrangement allows light and views to penetrate deeper into the floor plate, enhancing comfort and performance.

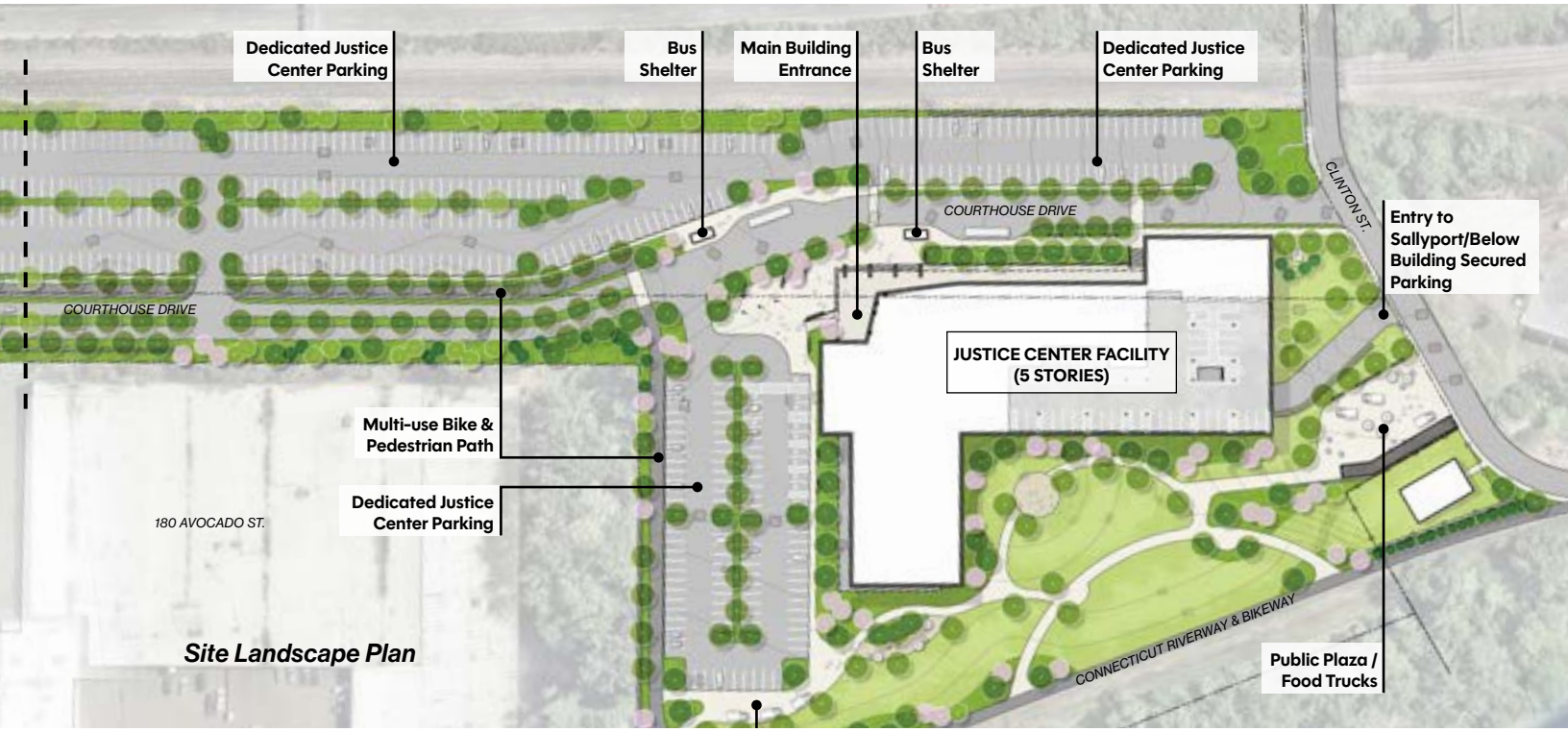
Walkability further supports wellness. A central stair links the podium levels, encouraging use over elevators for movement between high-volume functions. Exit stairs along both public and staff corridors provide additional options for circulation, while partial glass enclosures in public stairwells offer visibility and comfort during daily use.

The Project's sustainability goals further enhance the wellness benefits to staff and building users. The Net-Zero-Carbon Ready design both provides occupants a healthy building to work in and supports a more ecologically-sound future.

Outdoor amenities extend these benefits. Direct access to the Connecticut River Walk and Bikeway, on-site walking paths, and dedicated staff facilities—including bike lockers and showers—provide opportunities for exercise and decompression. These features help staff and visitors manage stress, increase productivity, and experience the Project as a civic place that promotes well-being.



View of Judge's Office



Site Landscape Plan

3.1.2.5 Value-Added Site Design

The waterfront site enhances the Justice Center's functionality and civic presence, creating a Project that is both accessible and integrated with its surroundings. The five-story design maximizes Usable Area while the "L-shaped" footprint defines clear public and private realms.

Each edge of the site is treated as a civic frontage—whether facing Downtown Springfield, the Connecticut River, or the entry drives—so the building never turns its back on the community.

Building Placement & Civic Orientation

Locating the building near the eastern portion of the site accomplishes two primary functions:

» Creates a clear sense of arrival and emphasizes the main entry as visitors approach along the newly constructed, tree-lined Courthouse Drive.

» Positions the building mass to the east, opening the western side for a newly envisioned public realm/open space to the River Walk.

This space will feature walkways, seating, shade trees, gathering plazas for food trucks, and small community events on the open lawn.

Riverfront Garden & Public Realm Integration

The Project grounds will be designed as a riverfront garden, enhancing the Justice Center's civic role while directly connecting the community to the Connecticut River.

Planned features include pedestrian access to the River Walk, new viewsheds to the water, food truck pads, and flexible green spaces for rest, recreation, and events.

Precedents such as St. Louis' CityArchRiver, Boston's Moakley Courthouse, and Des Moines' U.S. Courthouse illustrate how judicial facilities can successfully anchor public open space and catalyze surrounding economic activity.

These amenities extend the Justice Center's impact beyond working hours, transforming the site into a year-round civic destination that supports local businesses through event-driven spending.

Access, Circulation & Connectivity

Multiple points of access reinforce safety, security, and convenience. Courthouse Drive serves as a dedicated boulevard bringing visitors and staff directly to surface parking and the main entrance. This drive connects all parking areas on the site into a unified circulation system. Significant improvements to the intersection of Liberty Street and Clinton Street provide a direct connection to downtown, while Exemption (n) - security or safety of pers

The design also supports pedestrian and bicycle access via the Connecticut River Walk and Bikeway, as well as sidewalks and crosswalks from the east.

Public transit users are accommodated by a bus drop-off adjacent to the main entrance, ensuring seamless connectivity for all modes of travel.

3.1.2.6 Long-term Use & Flexibility

The site contributes to long-term performance through sustainable design, enduring civic presence, and capacity for future growth. Space for a geothermal well field is provided within the property boundaries, allowing maintenance without disrupting operations and supporting the Project's Net-Zero-Carbon Ready objectives and sustainable goals.

The Justice Center is envisioned as a lasting civic anchor—remaining a focal point of future waterfront development while supporting and being supported by surrounding growth. Its design maintains secure setbacks and well-planned site circulation for visitors, staff, and detainee transport, ensuring safe and efficient movement as the area evolves.

One of the site's most meaningful attributes is its adaptability and flexibility over time. The site area and ground-floor building configuration allows for a seamless horizontal expansion to the north. A future office wing could relocate administrative functions and create opportunities for additional courtrooms directly connected to the secure circulation system already established within the building. Additionally, surface parking could be converted to structured parking in the northeast portion of the site to further increase the already abundant on-site parking immediately serving the new Justice Center.

Beyond the initial project development, the Justice Center will play a significant role in activating the waterfront and contributing to Springfield's long-term economic vitality. At all times, the Justice Center will command a presence on the site serving as a civic landmark—its form, materials, and circulation patterns preserved as the surrounding district matures. On the following pages, GJP will highlight how our preliminary North End Riverfront Redevelopment Master Plan will work in harmony to elevate the Justice Center and enhance the user experience.



View from across the river at dusk

3.2 Waterfront Vision: A Catalyst for Future Growth

At the riverfront location proposed by GJP, the SRJC would serve as a long-term catalyst for growth in Springfield's North End—a historically underserved community. The Project advances DCAMM's economic development mission by anchoring civic investment on an underutilized riverfront parcel within an Environmental Justice (EJ) neighborhood, strengthening connections across the City and surrounding communities. It also fulfills the Commonwealth's objectives for Gateway Cities.

As the second-largest Gateway City in Massachusetts and the largest municipality in Western Massachusetts, Springfield plays a pivotal role in the Commonwealth's civic and economic landscape. The City's economic, social, and cultural vitality is integral to the well-being of the region and the Commonwealth.

A NEW CIVIC NODE

The SRJC creates a central hub that unites downtown, neighborhoods, and the riverfront—strengthening connections within the City and across greater Springfield.

Modern urban systems thrive when new activity nodes are strategically introduced and connected. The SRJC will serve as a dynamic civic and commercial hub, linking Downtown Springfield, the North End, and surrounding communities such as West Springfield along the Connecticut River.

By creating this new regional center, the Project strengthens the urban fabric of greater Springfield, tightening the connection between downtown, neighborhoods, and the riverfront.

CATALYST PRECEDENT

John Joseph Moakley U.S. Federal Courthouse, Fan Pier, Boston, MA



Boston's John Joseph Moakley U.S. Courthouse anchors one of the nation's most visible examples of civic-led waterfront transformation. When it opened on Fan Pier in the late 1990s, the Seaport was a barren industrial area. By tying the courthouse directly to the Harborwalk, the design set the civic and urban design standard that guided the district's rebirth—proving how institutional siting, paired with a strong public-realm strategy, can redirect a city's growth within a single development cycle.

Moakley also illustrated the operational and human advantages of its setting. Views to water and access to "blue space" reduce stress and improve well-being—important in a high-stakes judicial environment. The design achieved openness and waterfront connection without compromising safety through thoughtful circulation, security standoff, and resilient edge treatments that protect the site while keeping it public-facing.

In contrast, downtown retrofit sites often require compromises in standoff, loading, and circulation—all critical to court operations. A purpose-built waterfront site like Moakley's integrates these systems from inception, yielding a facility that is resilient, adaptable, and future-ready. This is not aesthetic flourish but prudent risk management—strengthening long-term performance, user experience, and institutional legacy.

CATALYST PRECEDENT

Tarpon River Corridor, Fort Lauderdale, FL



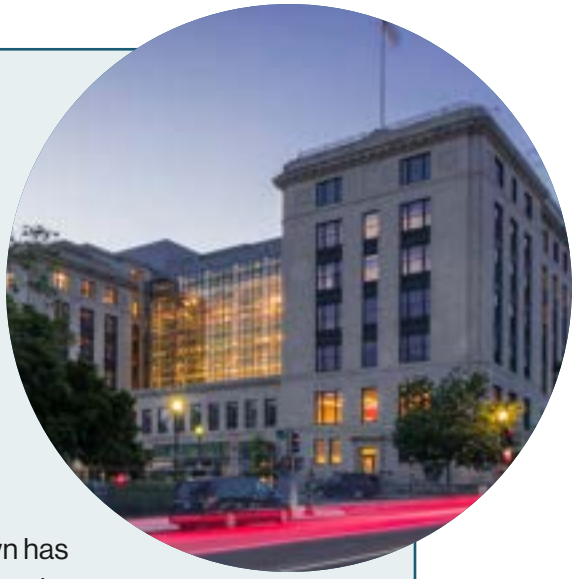
Federal investment in Fort Lauderdale's Tarpon River corridor shows how a civic facility can drive urban and economic transformation along the waterfront. Local leaders and developers describe the new courthouse as a defining "south of the river" anchor—concentrating professional services, attracting mixed-use investment, and spurring housing within walking distance.

At the 2023 groundbreaking, the mayor framed the project as a waterfront anchor designed to trigger redevelopment. Developers cited proximity to the emerging "legal campus" as a key factor in new tower proposals, with multiple residential and commercial projects now underway within blocks.

Design and delivery are closely tuned to the shoreline context, including a new seawall, mangrove preservation, and a phased sequence that advanced seawall work early to safeguard the site. This funded, advancing civic investment integrates resilience and ecological stewardship while strengthening market confidence for lenders and neighboring developers alike.

CATALYST PRECEDENT

Stanley J. Roszkowski U.S. Courthouse in Rockford, IL



The Stanley J. Roszkowski U.S. Courthouse in Rockford, Illinois, overlooks the Rock River and serves as a built precedent where planning intent and courthouse siting aligned to accelerate the river district's renewal. The 2003 River District Framework Plan envisioned the courthouse as a cornerstone for a vibrant, mixed-use gateway—complete with plazas, adaptive reuse of former industrial sites, and improved public access to the riverfront.

Since the courthouse's completion in 2011, Rockford's downtown has undergone a measurable rebound: higher property values, reduced vacancy and crime, and a pipeline of capital improvements that extend the district's initial riverfront investments. While multiple strategies contributed to this revitalization, the courthouse is consistently recognized as an early catalytic anchor—a visible, civic-scale investment that reset market expectations and helped reestablish the Rock River corridor as the city's central address.

3.2.1 Waterfront Location

Building on this vision—and leveraging the team's local and state relationships together with world-class design, engineering, and planning expertise—GJP has developed a broader framework that extends beyond the Justice Center. Our preliminary "***North End Riverfront Redevelopment Master Plan***" outlines potential second and third phases on Consortium-controlled and adjacent parcels, demonstrating how the Project can catalyze redevelopment along Avocado and Clinton Streets.

3.2.1.1 Masterplan Scope & Potential

Masterplan concepts (**Figure A3-2** and **Figure A3-3**) illustrate a riverfront district accommodating more than 1.5 million sf of new and redeveloped buildings, including over 1,100 middle-income and workforce housing units, and more than nine acres of open space with parks, active recreation areas, and public riverfront access.

By extending Downtown Springfield to the waterfront, this framework creates a vibrant connection linking Brightwood, Memorial Square, and the City's civic core.

Consortium Control & City Alignment

Consortium members already own or control four of the 12 riverfront parcels, allowing for coordinated planning of infrastructure, access, and public open space. The Consortium's land assemblage strengthens the feasibility of additional development and ensures coordinated planning consistent with the City of Springfield's "*North End Neighborhood Investment Plan 2025–2035*," which calls for expanded housing, improved parkland, a stronger local economy, and enhanced access to the Connecticut River Walk and Bikeway. While conceptual, the North End Riverfront Redevelopment Master Plan illustrates the scale of equitable investment achievable and the reinforcing cycle of development the Project can anchor.

Catalyst for Economic & Civic Connectivity

At the North End riverfront, the SRJC is more than a Justice Center—it is a catalyst for inclusive economic development. By bringing new daytime populations, upgrading infrastructure, and activating the riverfront, the Project establishes a civic hub linking Springfield and West Springfield.

Figure A2-2. *North End Riverfront Redevelopment Master Plan: Birdseye View South*

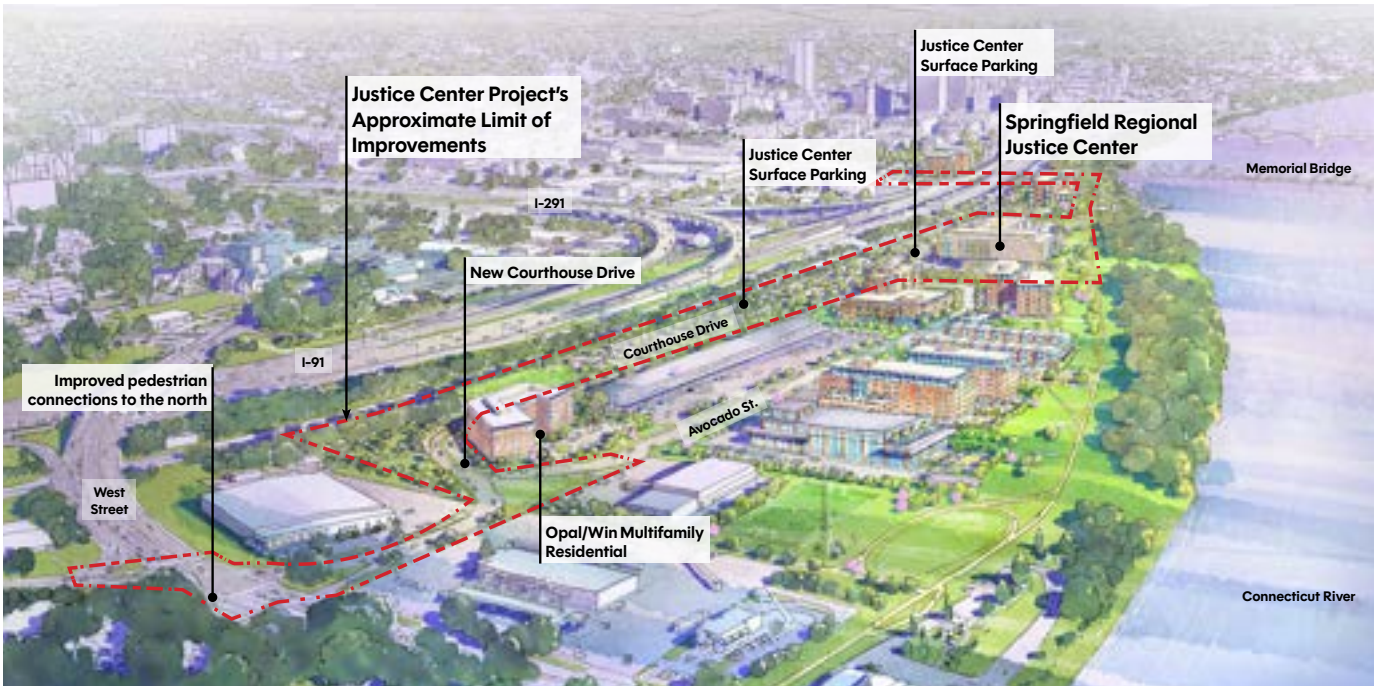
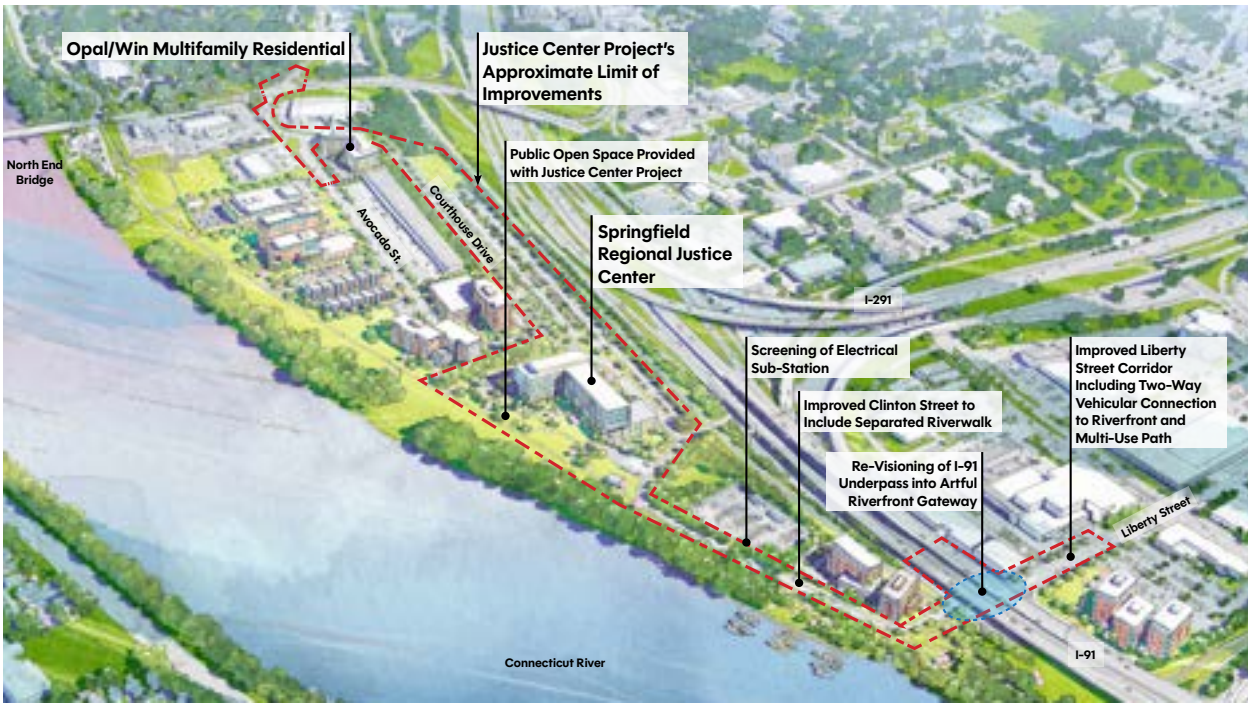


Figure A2-3. *North End Riverfront Redevelopment Master Plan: Birdseye View North*



It will generate sustained growth that supports local businesses, attracts new investment, and strengthens Springfield's role as the regional center of Hampden County.

In this setting, the Justice Center becomes a connector—civic in mission, commercial in impact, and grounded in its relationship to the river that defines the city's identity.

3.2.2 Alignment with City Planning Efforts

In selecting the site, assembling the team, and designing the building, GJP invested significant effort in consultation with local stakeholders, property owners, and community leaders.

> **We carefully aligned our approach with the findings, recommendations, and goals of major city and regional planning efforts, most notably the City of Springfield's "North End Neighborhood Investment Plan 2025–2035" (the Plan).**

The City of Springfield, in collaboration with the Pioneer Valley Planning Commission, and stakeholders such as the New North Citizens Council, finalized the Plan in 2025. It establishes shared priorities for investment in the North End and strengthens connections between the neighborhood and the wider City.

As shown below in the image extracted from the Plan, the proposed Project is explicitly identified as a cornerstone investment for the North End.



Riverfront Courthouse Site from North End Neighborhood Investment Plan

The City commissioned North End Neighborhood Investment Plan outlines a series of goals and strategies, many of which are advanced by the GJP's Project and masterplan vision. To demonstrate alignment, the team has evaluated the proposal against the North End Investment Plan's goals, summarized below, with a detailed Economic Impact Analysis provided at the end of Section A3.

North End Neighborhood Investment Plan Goal	GJP Project
City Goal #1: Improve transparency, trust, and communication between the City and the North End neighborhoods.	☑ GJP will engage North End leaders and residents during planning, permitting, construction, and operation to ensure the Project delivers significant benefits and mitigates potential impacts. In fact, GJP began this engagement during the RFP phase. *Letters of Support from the local community are provided with the Executive Summary*
Neighborhood Goal #2: Expand transportation opportunities and ensure that the streets are safe for all forms of transportation.	☑ The Project includes major roadway and pedestrian/bicycle improvements, enhanced connections to the River Walk, and new lighting and safety measures.
Neighborhood Goal #3: Improve and expand parkland and recreational open space areas.	☑ The Project provides substantial public realm improvements including new River Walk connections, an open and accessible civic plaza, and opportunities for additional passive and active open space within GJP's master plan vision area along the North End riverfront.
Neighborhood Goal #4: Strengthen the economy of the neighborhood.	☑ The Justice Center location directly leverages its ability to stimulate new economic activity and investment in the North End.
Neighborhood Goal #5: Celebrate the rich and diverse history and culture of the North End.	☑ Project design will reflect and celebrate the North End's demographics, history, and culture through inclusive design elements.
Neighborhood Goal #6: Ensure the long-term sustainability and climate resilience of the North End.	☑ The Project integrates multiple design and operational strategies that advance the City's sustainability and climate resilience objectives.
District-Wide Goal: Improve access and lighting along the Connecticut River Walk and Bikeway.	☑ The Project delivers new River Walk connections and a comprehensive site lighting program to improve access and safety.

3.3 Commonwealth Space Needs

The Project is designed to meet the Commonwealth's space needs while advancing the TRC's mission of Justice with Dignity and Speed. The facility aligns with the TRC's five strategic priorities, ensuring that the building is both a functional asset and a direct extension of the TRC's values and operational goals:

1. **Service with Dignity:** Court and probation users will experience a Project that is safe, accessible, and welcoming. Intuitive wayfinding, civic edges on all sides of the site, and daylight-filled waiting areas promote dignity and comfort. Design features directly support diversity, equity, and inclusion by creating environments that are open, legible, and trauma informed.
2. **Timely & Equitable Delivery of Justice:** The building footprint and "L-shaped" plan maximize efficiency by placing high-volume functions on the podium levels and co-locating key departments. This organization reduces travel distances, improves adjacencies, and enhances case processing. Technology-ready spaces further support modern case management, stakeholder engagement, and dispute resolution.
3. **Workforce Advancement & Support:** The Justice Center strengthens the TRC's workforce through design that promotes health and well-being. Staff areas are organized into office neighborhoods with access to daylight and views, while on-site amenities such as bike lockers, showers, and outdoor walking paths support wellness and morale. Flexible planning enables collaboration across departments.
4. **Embracing & Enhancing Technology:** The design integrates advanced infrastructure to support secure and adaptable technology. Courtrooms and support spaces are equipped for digital evidence presentation, remote appearances, and future technology upgrades. Robust IT and telecommunications systems ensure reliable operations and long-term capacity.
5. **Operational Efficiency:** Dedicated circulation systems for public, staff, and detainees improve security while streamlining daily operations. Large floor plates on the lower levels accommodate high-volume functions, while stacked courtroom floors with adaptable layouts support efficient long-term use. Sustainable features such as the geothermal field contribute to resource optimization and reduced operating costs.

3.3.1 Access

Our site maximizes ease of access and connectivity by combining direct highway access with robust pedestrian, bicycle, and public transit links. Its location on the North End waterfront facilitates convenient regional access while strengthening safe, barrier-free connections to downtown Springfield.

Two points of access provide direct connections to downtown Springfield, surrounding neighborhoods, and the region:

» **North:** Access will be from the signalized intersection at Avocado Street and West Street (US Route 20), which will branch onto the newly developed Courthouse Drive that will usher visitors and staff to the Justice Center along a tree-lined boulevard.

» **South:** Access will occur via Clinton Street and an improved intersection at Liberty Street, providing direct access to downtown Springfield.

Proposed site access and off-site roadway improvements are shown in **Figure A3-4** and provided in Volume 2.

Significant planned improvements to off-site roadways include:

» **Primary access will be via a new boulevard-style roadway, Courthouse Drive**, connecting to Avocado Street and the existing signalized intersection of Avocado Street, West Street (US Route 20), and Plainfield Street.

» **Courthouse Drive access will extend through the existing parcel at 55 Avocado Street.** A new three-way intersection will be created between Courthouse Drive and Avocado Street, with a stub roadway serving the remainder industrial locations.

» **Direct access to downtown Springfield via Clinton Street, that connects to West Columbus Avenue at two points** and runs parallel to the Connecticut River, providing shared access to the Connecticut River Walk and Bikeway adjacent to an Eversource substation. Proposed improvements include a 23' roadway with one travel lane in each direction and a 2.5' buffer to an adjacent 11' shared-use path along the river serving the River Walk and Bikeway.

» **Intersection improvements will reconfigure Liberty Street, East Columbus Avenue, West Columbus Avenue, and Clinton Street** to provide vehicle, pedestrian, and bicycle access from Liberty Street to Clinton Street, the Project site, and the Riverfront.

3.3.1.1 Closest Highway Exits & Major Arterial Roads

The site is strategically positioned near key highway corridors:

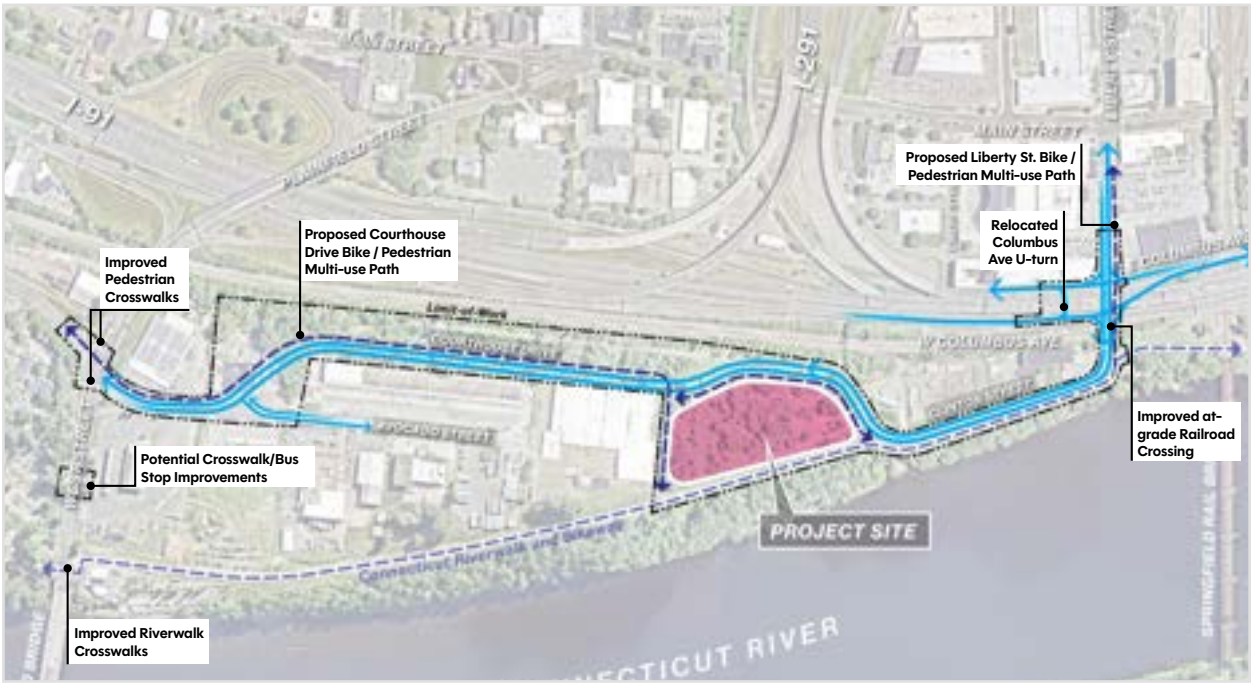
» US Route 20, I-91, and I-291 are all within one mile of the Project via Avocado Street and the new Courthouse Drive

» The SRJC front door is 0.5 mile from a signalized intersection at West Street and Plainfield Street (US Route 20)

» On-ramps to I-91 South and I-291 via US Route 20 are 0.6 miles from the site, while I-91 North is 0.75 mile away

» A secondary access point via Clinton Street connects to a new signalized intersection with West/East Columbus Avenue and Liberty Street, 0.3 mile from the site

Figure A2-4. *Proposed Site Access and Off-site Roadway Improvements*



These connections provide immediate access from multiple highways, improve circulation options, and create redundancy for court operations, visitors, and staff.

3.3.1.2 Pedestrian & Bicycle Connectivity

Pedestrian safety and access are important components of the site design. The SRJC frontage along the Connecticut River Walk and Bikeway provides direct pedestrian and cyclist connections north to US Route 20 and south to downtown.

The Project will result in significant pedestrian and cyclist improvements at the intersection of Avocado Street, West Street, and Plainfield Street to improve connectivity, safety, and accessibility between the Brightwood neighborhood and the Project site.

Multiple pedestrian access routes are provided, with adequate lighting, clear sightlines, ample shade trees, and seating along existing and proposed roadways at various locations which connect the Justice Center to the Connecticut River Walk and Bikeway, Liberty Street, Avocado Street, and ultimately to the neighborhoods immediate north and east (downtown).

Special attention has been placed on strengthening the Liberty Street corridor, an important connection to Downtown Springfield.

As shown in **Figure A3-5** and Volume 2, ambitious upgrades to the western portion of Liberty Street and the underpass to the riverfront include:

» Reallocation of right-of-way to include a wide shared-use path along Liberty Street
» Upgraded pedestrian amenities with lighting, signage, and public art at the interstate underpass
» Improved railway crossing, and improved Clinton Street frontage along the river

Figure A2-5. *Liberty Street Underpass to Clinton Street and Courthouse Drive*



A newly improved portion of the River Walk will complete this connection, linking Downtown Springfield to the Justice Center and larger River Walk corridor.

All paths will be well-lit, ADA-compliant, and connected to barrier-free entrances, supporting safe, sustainable mobility options and community use of the riverfront.

3.3.1.2 Public Transportation

The Project is 0.5 miles from Union Station, the region's multimodal hub, which provides:

- Pioneer Valley Transit Authority (PVTA) bus service for all Springfield routes
- Intercity bus service (Peter Pan, Greyhound)
- Amtrak and CTrail Hartford Line commuter rail

The SRJC site is well integrated with existing transit. PVTA Routes 20 and 10 currently link Holyoke, Springfield, West Springfield, and Westfield.

As demonstrated in their Letter of Commitment (Executive Summary), PVTA has formally committed to extend bus service directly to the Justice Center, with a stop integrated at the main entrance. This ensures equitable, convenient access for all residents of the region.

Establishing the Justice Center as a key stop also enables PVTA to create a loop system that broadens equitable access to justice while increasing foot traffic into the surrounding area.

Combined with direct ties to the River Walk and Bikeway, the site allows visitors from surrounding towns to reach the Justice Center without reliance on private vehicles, further expanding its regional reach.

3.3.2 Neighborhood Characteristics

3.3.2.1 Nearby Amenities

The surrounding commercial and light industrial area is evolving into retail establishments that serve both the immediate neighborhoods and the broader public.

Recent examples include:

- Former wholesale food distributer transformed into a grocery (Springfield Cash & Carry)
- Wholesale meat supplier converted to a butcher shop (90 Meat Outlet)
- Pride Gas Station expanding its convenience store to include Subway and Dunkin Donuts with a drive-up window.

Most recently, Starbucks replaced a former radio transmission station. These amenities are approximately 0.25 to 0.5 miles from the proposed Justice Center.

The Justice Center will feature a café with grab-n-go food and beverage service to support public and staff while at the Justice Center, as well as dedicated space for food truck parking.

Additional investments in the neighborhood surrounding the Justice Center will spur development of restaurants, cafés, convenience retail, and personal services.

Amenities within approximately 0.25 miles of the Project are outlined in **Figure A3-6**.

Figure A2-6. *Nearby Amenities*

Name	Category	Address/Location
Freedom Credit Union	Bank/ ATM	1976 Main Street, Springfield, MA
Greek Cultural Center	Cultural / Community	8 Plainfield St, Springfield, MA
90 Meat Outlet	Grocery / Retail	90 Avocado St, Springfield, MA
Springfield Cash and Carry	Grocery / Retail	110 Avocado St, Springfield, MA
Boston Orthopedic	Medical	1985 Main Street, Suite H, Springfield
Fresenius Western Mass Kidney Care	Medical	2000 Main Street, Springfield
Gorgeous Smiles Dental	Medical	1985 Main Street, Suite F, Springfield
New England Surgery Center	Medical	55 St. George Street, Springfield
Connecticut Riverwalk & Bikeway	Park / Recreation	Along Connecticut River, Springfield, MA — access near 121 West St
North Riverfront Park	Park / Recreation	West St & Avocado St area, Springfield, MA
Mount Calvary Baptist Church	Place of Worship	17 John St, Springfield, MA
Pioneer Valley Riverfront Club	Recreation / Fitness	121 West St, Springfield, MA
Aqui Me Quedo Food Truck	Restaurant / Food	Boylston Street, Springfield, MA
Felix's Baked Potatoes	Restaurant / Food	1460 Main St, Springfield, MA
La Taqueria del Pueblo	Restaurant / Food	77 Boylston St, Springfield, MA
Pupuseria El Salvador	Restaurant / Food	Emery Street, Springfield, MA
Dunkin	Restaurant/ Food	77 West Street, Springfield
Pride Convenience & Gas	Restaurant/ Food	77 West Street, Springfield
Starbucks	Restaurant/ Food	101 West Street, Springfield
Subway	Restaurant/ Food	77 West Street, Springfield
US Postal Service Main Office	Services	1883 Main Street, Springfield

3.3.3 Neighborhood Safety & Security

The Project enhances safety for Justice Center visitors, staff, and the surrounding community by transforming an underutilized riverfront parcel into a well-lit, well-connected civic destination.

» **Improved Connectivity:** New multimodal pathways and roadway linkages tie the site to Downtown Springfield, the River Walk, and adjacent neighborhoods. These connections encourage regular activity on the site, increasing natural surveillance and community presence.

» **Comprehensive Lighting:** A site-wide exterior lighting package, including roadways, parking areas, and pedestrian and bicycle paths, ensures safe, welcoming conditions for all users. Parking lots will be equipped with blue light emergency communication devices and security cameras.

» **Community Benefit:** By drawing adjacent neighborhoods and cultural users to the site, the Justice Center promotes positive activity and elevates the overall sense of safety across the North End.

3.3.4 Parking

Free parking is provided directly surrounding the Justice Center to serve the needs of staff and the public, with security and safety as priorities. Exemption (n) - security or safety of persons or buildings Reserved parking, accessible parking reservations, and general public parking is provided immediately north of the building in a dedicated lot.

The remainder of public parking is located on the east side of Courthouse Drive. All areas proposed for parking are under control of the GJP. Parking areas will include landscaped islands to reduce the heat island effect of large pavement areas.

The parking strategy (**Figure A3-7**) for the SRJC balances convenience for the public, security for the judiciary and staff, accessibility for all users, and sustainability through EV infrastructure.

A total of 651 on-site surface parking spaces are provided within 0.25 miles of the Justice Center.

Figure A2-7. *GJP's Parking Strategy*

Parking Type	Location	Standard	Accessible (Van)	Total	Notes
Public Parking	Surface lots (¼ mile radius)	639	12 (3)	651	General public, staff, jurors
Exemption (n) - security or safety of persons or buildings					
Reserved	Surface lot north of building	36	2 (1)	38	Staff/other reserved uses
EV Charging Stations	Distributed (north/east/below)	—	—	145	20% of all spaces; 15% EV ready, 5% installed
Exemption (n) - security or safety of persons or buildings					
Total On-Site	—	—	—	722	

With the ability to provide free on-site parking spaces, the Project ensures dignified access to the justice system for all Hampden County residents.

This level of vehicular capacity also supports civic programming such as outdoor concerts and community events, broadening the Justice Center's role as a cultural and economic driver

3.3.4.1 Public Parking

Surface parking areas adjacent to the Justice Center provide the majority of free public spaces, all within 0.25 miles of walking distance. Of the 651 total spaces, 12 are accessible, including 3 van accessible.

3.3.4.2 Reserved, Secured Parking

Exemption (n) - security or safety of persons or buildings

3.3.4.3 Reserved Parking

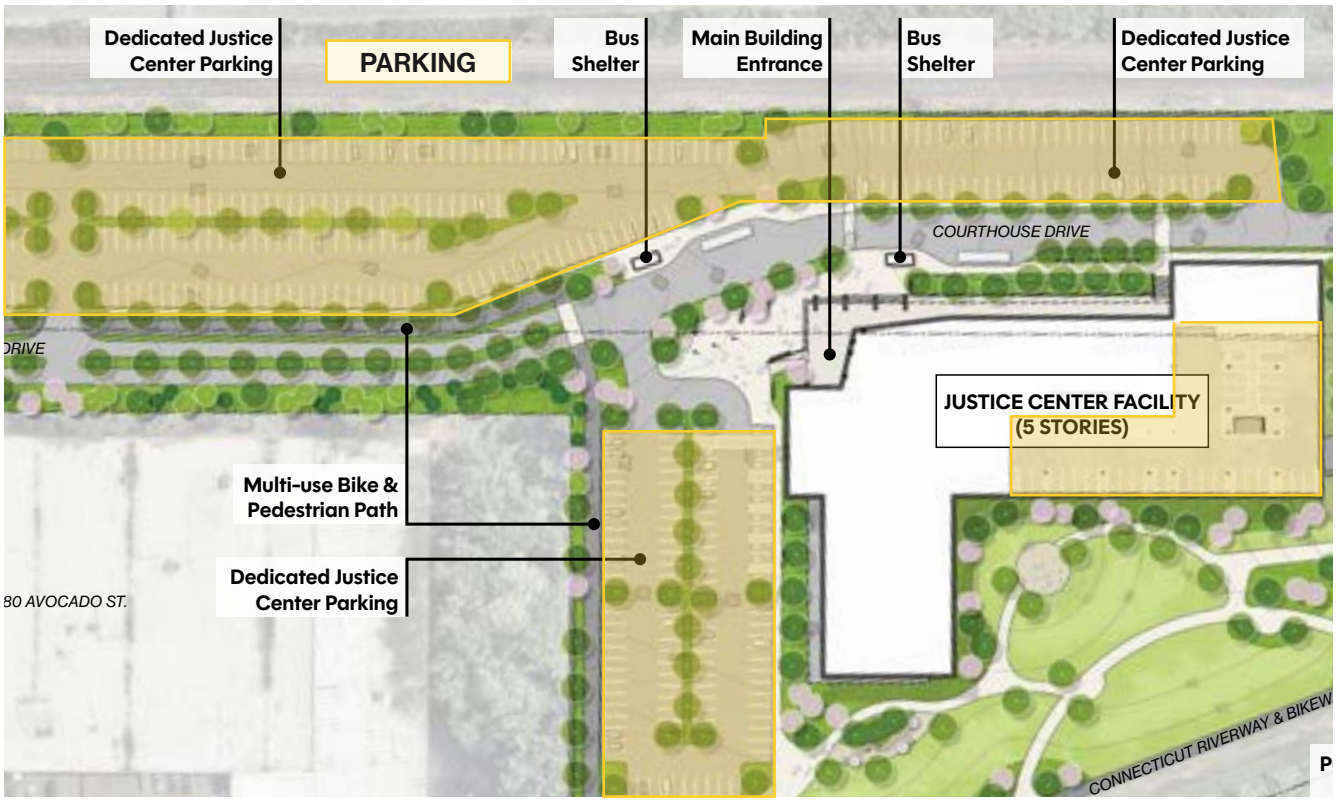
A surface lot immediately north of the building provides 38 reserved spaces (36 standard, 2 accessible, 1 van-accessible).

The lot is accessed via Courthouse Drive and supports staff and other reserved functions.

3.3.4.4 Electric Vehicle Charging Stations

EV parking is aligned with Massachusetts Executive Order 594, which will allow for 15% of the total spaces to be EV ready, and 5% installed at occupancy. To meet sustainability goals, 130 EV charging stations (20% of all spaces) will be installed across the site.

Locating EV stations close to the building minimizes power demand and future-proofs the facility for Commonwealth-wide clean energy targets.



3.3.4.5 Sallyport

Exemption (n) - security or safety of persons or buildings

Exemption (n) - security or safety of persons or buildings

Exemption (n) - security or safety of persons or buildings

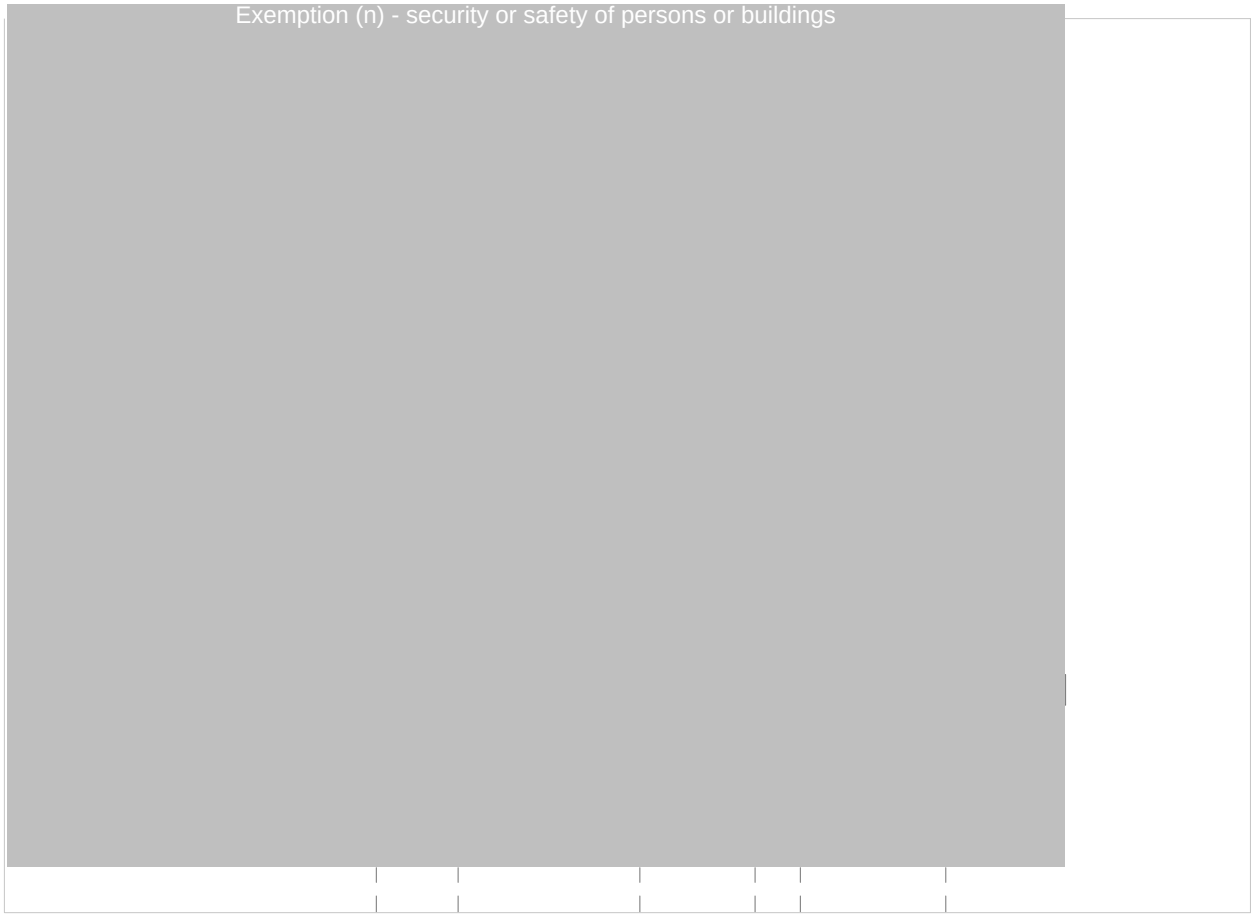
3.3.5 Usable Areas

GJP planned the Project using the RFP language, SAFS, and Technical Exhibits, along with the design team's national expertise in courthouse best practices.

The total Usable Area resulting from this analysis is 227,400 sf. Applying a building grossing factor of 1.5 produces a total building gross square footage of 341,000 bgs.

The proposed design has been analyzed in accordance with the RFP to establish Usable and rentable areas. Under the RFP, Usable Area is measured to the inside finish of exterior and corridor walls and includes all occupiable program spaces. It excludes vertical penetrations (elevator shafts, stairwells, and atria), vestibules, mechanical and electrical rooms, janitorial closets, and restrooms.

Figure A2-8. *Sallyport Circulation Diagram*



Rentable Area is defined as the Usable Area plus the pro-rata share of building common spaces.

Because the Justice Center is a single-tenant facility, the Usable Area is effectively equivalent to the Rentable Area.

For this analysis, all program components and spaces listed in the SAFS are considered Usable Area. This includes spaces that the RFP excludes from Usable Area and spaces typically considered Building Gross spaces, such as:

» MDF, IDF, and service provider entry point
» Janitorial space, maintenance storage, equipment rooms, outdoor equipment rooms, and workshops
» Building lobby and associated vestibules, screening, and queuing areas
» Public toilets, family toilets, and wellness rooms

These spaces total approximately 13,800 sf of departmental area.

The RFP identifies a target of approximately 244,000 sf of Usable Area, with acceptable proposals ranging from 220,000 to 300,000 sf. The Justice Center design specifies 246,189 sf of Usable Area, with floor plates carefully planned to minimize excess circulation and common areas while maximizing program functionality.

This results in a Justice Center that is space-efficient and responsive to the operational requirements of the TRC.

Floor-by-floor diagrams are provided in Section A3 of Volume 2.

Figure A3-9 provides a summary of total Usable Area, demonstrating how each level of the five-story building contributes to the overall program and aligns with DCAMM's calculation standards.

Figure A2-9. *Summary of Total Usable Area*

Floor	Usable Area	Rentable Area	Total
Lower Level	22,462 SF	1,781 SF	24,271 SF
Level 1	53,788 SF	7,786 SF	45,060 SF
Level 2	50,257 SF	9,824 SF	37,868 SF
Level 3	40,863 SF	8,510 SF	33,365 SF
Level 4	39,412 SF	9,951 SF	33,356 SF
Level 5	39,408 SF	9,955 SF	33,606 SF
Roof Level	--	929 SF	929 SF
		Usable + Rentable Area Total	294,925 SF
		Building Gross Area	42,601 SF
		TOTAL BUILDING GROSS SQUARE FEET	**337,526 SF**



View from across the river daytime

3.3.6 Fit Plan

The SRJC will be a modern, purpose-built facility designed to meet the evolving needs of the justice system while ensuring efficiency, accessibility, and public service and safety.

The building provides 246,189 Usable sf, with oversized column bays to accommodate varied courtroom sizes, administrative offices with direct access to natural light, public waiting areas with views of the Connecticut River, and support functions distributed throughout the facility.

The SAFS and Technical Exhibits provided in the RFP guided the planning of the Justice Center. A welcoming multi-story lobby, designed with space for public art, provides orientation and calm prior to entering the secure screening area. Beyond screening, the plan opens to a commuter stair and information desk for ease of wayfinding for first-time visitors. The building's two wings are organized to co-locate like services, enhancing operational efficiencies and the public experience.

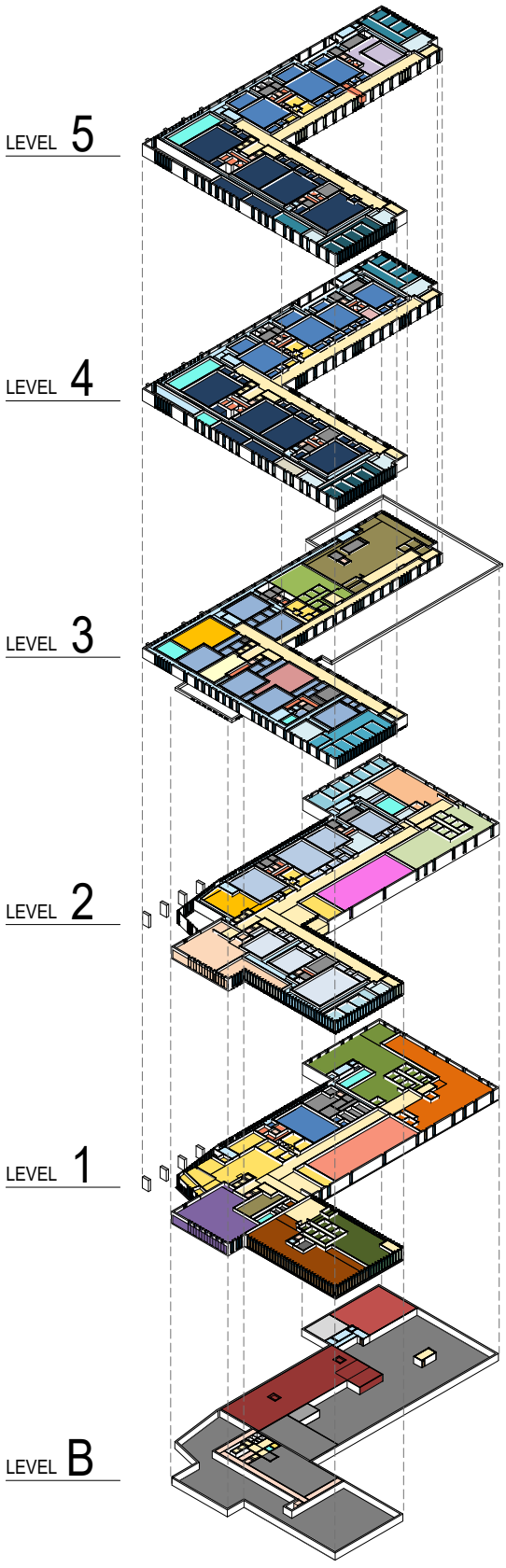
The lower floors serve highest-volume functions, streamlining public movement and reducing load on the elevators. From higher in the building, the larger lower level podium footprint recedes, and the building transitions to an efficient single-loaded floor plan. This transition enhances public experience with views of the scenic Connecticut River along both wings.

On the upper levels, Exemption (n) - security or safety of persons or building offering expansive views to the river.

Figure A3-10 shows the blocking axonometric diagram.

Full blocking and stacking plans can be found in Volume 2.

Figure A2-10. *Blocking Axonometric Diagram*



3.4 Building: Exterior Envelope, Systems and Common Areas

3.4.1 Building Conditions

3.4.1.1 Barrier-Free Access

In alignment with ADA standards and universal design principals, the Project incorporates a wide range of features that promote independence, safety, and dignify for all users. The SRJC will provide full barrier-free access for all individuals, regardless of physical ability.

Accessible Site Entry

Accessibility begins with the site, which will provide designated accessible parking spaces near the building entrance. Clear signage and sidewalks will guide users to the entrance, which will have features such as automatic door openers, level thresholds, and slip-resistant floor surfaces that allow users to enter the building with ease.

Vertical & Horizontal Circulation

Dedicated public, staff, and in-custody elevators provide access to all floors and are equipped with tactile controls, audible floor indicators, and braille signage for individuals with visual impairments. Corridors and public areas are sized to accommodate wheelchair users and all public service counters include accessible stations.

Restrooms & Public Amenities

Multi-stall restrooms will include fully accessible stalls with grab bars and designated single-user toilets provide additional accessible restrooms for those visiting the SRJC.

Courtroom Accessibility

Courtrooms are designed with integrated accessible seating at the spectator areas and the well. A designated accessible seat is provided at the Jury box as well as the witness stand, and all raised Judge and Clerk areas will have accessible ramps compliant with Commonwealth and Federal accessibility requirements.

A commitment to accessibility ensures that justice and civic services are available to all members of the community.

3.4.1.2 Building Statistics

With expected completion in late 2029, the SRJC will provide of 246,189 Usable sf and 48,736 rentable sf. Exemption (n) - security or safety of persons or buildings

The five stories above grade contain all other building functions, including courtrooms and Jury deliberation spaces, administrative offices, public waiting areas, and support functions.

Vertical transportation for public, staff, and in-custody persons is provided by 10 elevators. This includes:

» Four public elevators, one oversized for stretcher and freight access, centrally located at the intersection of the two wings for centralized, easy-to-navigate circulation.

» Exemption (n) - security or safety of persons or buildings

» Two staff elevators providing restricted access to all floors via the rear staff Exemption (n) - security or safety of persons or .

3.4.1.3 Building Envelope

The building envelope combines a unitized curtainwall system with a terra cotta rainscreen cladding system to provide a refined, durable exterior and high performance functionality. The unitized system consists of pre-assembled panels with integrated glazing and framing, providing a sleek, consistent façade while enabling efficient on-site installation.

The system offers excellent thermal performance, air and water resistance, and acoustic control, enhancing overall energy efficiency and occupant comfort

Large format glazing panels maximize natural daylight in public and staff areas, reinforcing the Justice Center's commitment to transparency and accessibility.

The curtainwall system will work with the terra cotta rainscreen cladding system, bringing a civic character that softens the modern lines of the curtainwall.

The building envelope design will be guided by on-site testing to ensure the SRJC meets acoustic and vibration performance standards.

» **Noise Survey and Modeling:** DLR Group will conduct a site noise survey to measure ambient vehicle and rail traffic conditions at all future façade locations. The data will be used to create a 3D acoustic model of the building, allowing the design team to assess noise impacts on each façade and roof surface. This model will directly inform construction requirements for glazing, roof assemblies, and building openings to achieve interior background noise criteria.

» **Vibration Analysis:** Ground-borne vibration measurements will be taken to assess potential impacts from nearby rail lines. If needed, structural isolation measures will be incorporated to mitigate vibration transfer and maintain interior comfort and operational performance.

These measures ensure the Project envelope is designed to deliver durability, efficiency, and reliable protection from external noise and vibration, creating a safe, comfortable, and functional environment for all occupants.



Grey Brick Façade Option



Red Brick Façade Option

The façade system allows for flexibility in design choices, including opportunity for selection of colorways that reflect and coexist with the surrounding area.

Overall, the exterior building design will root the building as a symbol of institutional purpose and public trust in Springfield and establish the facility as a forward-thinking and energy-efficient hub that will serve the needs of the modern justice system.

PERFORMANCE-DRIVEN ENVELOPE



On-site testing and 3D acoustic modeling directly inform design requirements for glazing, roofing, and openings, ensuring the SRJC achieves reliable protection from highway and rail impacts while maintaining occupant comfort.

3.4.2 Life Safety Systems

The life safety systems are designed to safeguard occupants, protect property, and ensure uninterrupted court operations by providing robust fire suppression, emergency power, and early detection capabilities. All systems meet or exceed NFPA standards and are tailored to the specific functions of the SRJC.

3.4.2.1 Sprinkler Protection

The entire facility will be fully sprinklered, meeting NFPA 13 criteria and Owner requirements, with allowance for any more stringent standards imposed by the authority having jurisdiction or the Owner's insurer.

A wet system will protect most areas of the building. Pre-action systems will be installed in detention control rooms, MDF/IDF rooms, and electronic security rooms where accidental water discharge must be avoided. A dry system will serve the unheated garage, sallyport, and exterior overhangs, as well as any other areas where a wet system is impractical.

This layered approach applies the appropriate system to each condition while ensuring reliable, code-compliant protection throughout the building.

RESILIENT LIFE SAFETY SYSTEMS



Multiple suppression system types, a dedicated UL-listed fire pump, and NFPA 110-compliant backup lighting ensure reliable fire protection and uninterrupted safe operations in every zone, including detention and IT areas.

3.4.2.2 Standpipe System

The Justice Center will be protected by a hydraulically designed Class I standpipe system, integrated with the sprinkler network to provide comprehensive fire suppression. Risers will be exposed within egress stairwells and terminate at fire department valves located inside fire-rated stair enclosures, ensuring visibility and ease of access for first responders. Corridor feed piping will remain exposed for straightforward inspection and maintenance.

Two system types will be used:

1. A combined standpipe and sprinkler system supplying both suppression systems from a single source
2. An automatic wet-type Class I standpipe system with 2-½ inch hose connections and a continuously pressurized open water supply valve capable of meeting full demand

3.4.2.3 Fire Pump

The standpipe and sprinkler systems will be served by a UL-listed electric fire pump located within a dedicated two-hour fire-rated room.

The fire pump system will include all necessary controllers, valves, flow meters, and accessories to maintain reliable water delivery during emergency conditions.

3.4.2.4 Emergency Lighting

Emergency lighting and exit signage will be powered by an NFPA 110-compliant inverter system with multiple branch outputs.

Inverter batteries will provide a minimum of 90 minutes of backup capacity, meeting NFPA requirements for extended evacuation time and ensuring safe, visible egress during a power loss.

3.4.2.5 Fire Alarm & Detection

An addressable voice-evacuation fire alarm system will provide building-wide coverage. The system will report to a touchscreen annunciator panel at the fire command center and simultaneously notify the local fire department. Duct smoke detectors will be installed on all air-handling units and at smoke dampers.

Additional detectors will monitor return air from each detainee cell and will be located in MDF/IDF rooms and security closets, extending coverage to sensitive areas that demand early detection.

3.4.3 Electrical System

The electrical system is designed to provide reliable, redundant power distribution that supports continuous court operations. The system emphasizes durability and ease of maintenance, responsiveness to energy performance, and long-term cost effectiveness.

3.4.3.1 Incoming Electrical Service

Three utility pad-mount 2000 kVA transformers will serve the facility, with primary duct banks extended to adjacent street utility manholes. Space will be allocated for utility primary switches if required. Concrete pads with grounding rings and rods at each corner will be constructed for the switches and transformers. Two secondary duct banks will connect the transformers to the main electrical room, where three 277/480-volt, 3,000A, 65,000 AIC main switchboards with secondary metering sections will provide robust service capacity.

3.4.3.2 Distribution

Secondary service feeders with XHHW copper conductors will be installed underground in concrete-encased 4" PVC raceways from the transformers to the main switchboards. Feeders to distribution boards, panelboards, and mechanical equipment will be routed in EMT raceways. Mechanical rooms and other harsh or wet environments will use RGS raceways to increase durability and maintainability.

3.4.3.3 Branch Wiring

Branch circuits will use MC cable after the first device, while typical building wiring will consist of copper type THHN, 600V, #12 AWG minimum, for both branch circuits and feeders. This consistent approach simplifies installation and maintenance while ensuring durability.

3.4.3.4 Interior Lighting

Lighting will be provided by LED luminaires, with architectural, security, or industrial styles selected based on the function of each space. Emergency lighting fixtures in egress paths will connect to the emergency power branch with dual circuiting and local sensing. In public areas where uninterrupted light is critical, emergency fixtures will be backed by the inverter system to eliminate dark intervals.

3.4.3.5 Solar-Ready Infrastructure

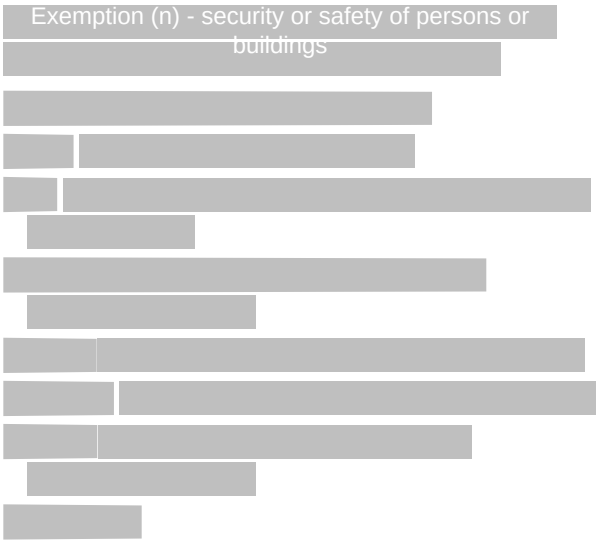
The building will include provisions for future solar integration, with space allocated for disconnects, inverters, meters, and roof conduits. This ensures compliance with solar-ready standards and positions the facility for renewable energy adoption.

3.4.3.6 Electric Vehicle Charging Stations

At least 20% of parking spaces will be EV ready, supplied from the building's electrical service, with 5% installed at occupancy. These stations advance sustainability goals and support the Commonwealth's transition to clean transportation.

3.4.3.7 Backup Generator

A 1,000 kW diesel standby generator will provide emergency power, complying with NFPA 110 and EPA Tier 3 emissions requirements. The generator will be located at grade and supplied by a buried 3,000-gallon diesel Grade DF-2 tank with fuel pumping. A critical muffler/silencer, selected to meet manufacturer backpressure limits, will attenuate noise by 25 dB at 500 Hz, keeping sound levels below 85 dBA at 10'.



The generator will also provide up to 72 hours of backup power for selected HVAC systems to protect against freezing and will support the fire pump. Emergency power distribution will be managed by an NFPA 110-compliant inverter system with multiple branch outputs, supplying exit signs and emergency lighting for at least 90 minutes. The inverter system will be located in a dedicated emergency electrical room.

3.4.3.8 Emergency Management System for Lighting

A digital networked lighting control system, connected to the building automation system (BAS), will provide occupancy sensing, daylighting controls, and low-voltage local dimming. Exterior LED fixtures will illuminate parking areas and all exterior doors. These fixtures will be monitored and controlled through the same digital network, ensuring reliable, efficient, and adaptable lighting across the site.

3.4.4 Heating & Air Conditioning System

The HVAC systems for the Project are designed to comply with EO 569, EO 594, LEED Silver certification, and the Massachusetts Specialized State Stretch Energy Code "All-Electric Pathway." The systems emphasize energy efficiency, flexibility, IAQ, and long-term reliability to support continuous operations.

3.4.4.1 Indoor Design Conditions

Design criteria for temperature, humidity, ventilation, pressure, and acoustics are based on IMC and ASHRAE 62.1-2021. These standards ensure comfort and appropriate noise levels in each program space.

Environmental design criteria for typical building spaces is provided in **Figure A3-11**.

3.4.4.2 Indoor Air Quality

IAQ will be monitored and tested regularly for temperature, humidity, CO_2, CO, particulates, and VOCs. Corrective measures will be implemented if readings exceed IAQ standards.

3.4.4.3 System Configuration

Thermal energy will be distributed through a four-pipe system carrying hot water and chilled water. Heating and cooling generation may include:

» Geothermal ground-source heat pumps
» Central air-source heat pumps
» Hybrid geothermal and air-source heat pumps

3.4.4.4 Distribution Systems

Air distribution will combine mixed-air variable air volume units and dedicated outdoor air systems with fan coil units. CO_2-based demand control will optimize ventilation. Roof-mounted central-station AHUs will deliver conditioned air. Terminal units will regulate volume and temperature by zone.

Figure A2-11. *Environmental Design Criteria for Typical Building Spaces*

Typical Spaces/ Rooms	Temp Range Winter (°F)	Temp Range Summer (°F)	Humidity (%RH)	ASHRAE 62.1-2021 Ventilation	Pressure Relationship	Design Noise Level (NC)
Administrative	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	35
Office	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	35
Courtroom	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	25-30
Detention	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	25-30
Conference	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	25-30
Lobby	70-74	72-76	60	5 cfm/p, 0.06 cfm/sf	Neutral	35
Corridor	70-74	72-76	60	0 cfm/p, 0.06 cfm/sf	None	35
Restroom/Toilet	70-74	72-76	60	—	Negative	35
MDF/IDF	70	70	60	N/A	Neutral	40-45
Electrical/ Mechanical/ Elevator Machine	65-85	65-85	N/A	N/A	Neutral	40-45
Wet Mechanical	65-85	65-85	N/A	N/A	Negative	40-45

3.4.4.5 HVAC Zoning

Each zone will be controlled by a tamperproof thermostat. Zones are defined by space type, use, occupancy, and hours of operation:

- **Courtrooms and conference rooms:** independent zones
- **Offices:** grouped by similar exposure, size, and occupancy
- **Common lobbies:** zoned by use
- **Judge chambers:** individual zones

3.4.4.6 Garage Ventilation

Exhaust systems will serve the enclosed garage, with minimal conditioning to maintain safe temperatures.

3.4.4.7 Testing and Balancing

Prior to occupancy, a registered engineer will certify that HVAC systems meet design intent, supported by a balancing report. Additional balancing reports will be provided during designated lease years.

3.4.4.8 HVAC Commissioning

All mechanical systems will undergo LEED commissioning, including functional testing of controls to verify full performance.

3.4.4.9 Controls and Instrumentation

A BAS will manage HVAC strategies with independent, microprocessor-based controllers. Components will include sensors, thermostats, control valves, timers, and data-transmission systems, enabling efficient global control of HVAC operations.

3.4.5 Plumbing Systems

The plumbing systems will also comply with EO 569, EO 594, LEED Silver, and the All-Electric Pathway of the Massachusetts Specialized State Stretch Energy Code. The design emphasizes water conservation, durability, and accessibility.

3.4.5.1 Utilities and Fixtures

Water and sanitary services will connect to municipal systems. Fixtures will be ADA complian where required, water-saving type, and sensor-controlled. Stainless steel security fixtures will be installed in detention and prisoner-accessible spaces.

Fixtures include:

- Water closets, urinals, lavatories, and sinks (including accessible sinks in staff support/ breakrooms, Jury pantry, vending areas, and judges' suite kitchenettes)
- Showers
- Drinking fountains with dual-height ADA bottle fillers at public restroom cores and Jury pool areas
- Janitor's sinks
- Emergency eye/face wash and showers
- Security fixtures

3.4.5.2 Hot Water Generation

Domestic hot water will be produced by hybrid heat pump exchangers with electric backup and storage tanks sized for the full load. A dedicated 140°F supply and return piping system will serve food service equipment and fixtures.

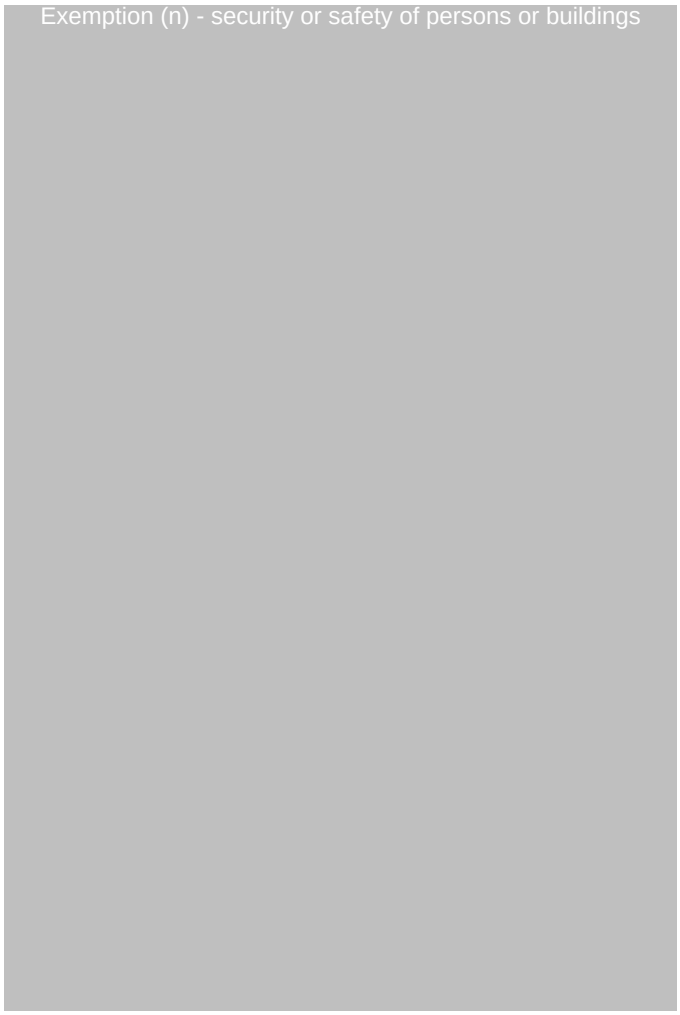
3.4.5.3 Specialty Systems

- Sand/oil interceptors will be installed in the sallyport and garage.
- Elevator pits will include ejector pumps and oil interceptor systems.

3.4.5.4 Roof Drainage

Roof drainage will include primary and secondary drains. Primary drains at low roof points will discharge to the on-site stormwater management system. Secondary drains will discharge separately to grade for redundancy.

Exemption (n) - security or safety of persons or buildings



3.4.7 Interior Acoustics

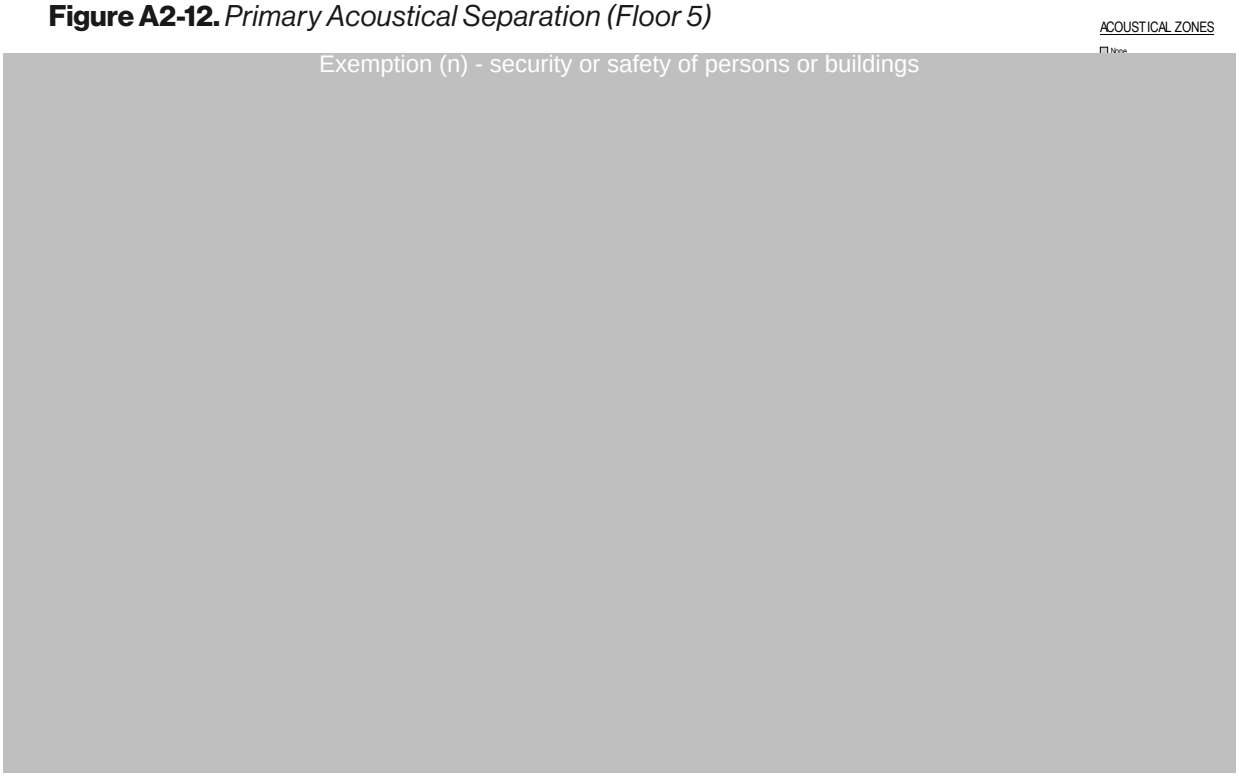
Interior acoustics for the Project are designed to support confidentiality, speech intelligibility, and compliance with DCAMM criteria. This scope includes three primary areas: sound isolation, control of mechanical/electrical/plumbing (MEP) noise and vibration, and tailored acoustic treatments. **Figure A3-12** provides an acoustic diagram example. *The complete set of acoustic diagrams is provided in Volume 2.*

3.4.7.1 Sound Isolation

DCAMM's sound isolation performance criteria will be addressed with effective assemblies that reflect courthouse best practice:

- **Grand Jury Areas, Courtrooms, Hearing Rooms, Central Lock-up/Detention, Satellite Court Holding/Flip Cells:** NIC 55 (minimum STC 60, per industry practice)
- **Judicial Lobbies:** NIC 50 (minimum STC 55, per industry practice)
- **Demising and Full Height Walls:** minimum STC 45 (per RFP)

Figure A2-12. *Primary Acoustical Separation (Floor 5)*



Doors, interior glazing for borrowed light, and other necessary variations will be detailed to minimize performance reductions. Doors will be specified within 5-8 STC points of adjacent partitions, or vestibules will be used where needed. Borrowed light into courtrooms will be layered through corridor glazing and rear courtroom glazing, ensuring high sound isolation.

MEP Noise Control

An MEP Design Guide will establish noise criteria goals and standards for quiet systems, consistent with ASHRAE and industry best practice. Major rooftop equipment will be mounted on raised steel dunnage to isolate vibration and reduce noise transmission. Comprehensive reviews of HVAC design will confirm compliance with established noise control targets.

Acoustic Treatments

Acoustic treatments will be selected to reduce reverberation and maximize speech intelligibility. In select areas, limited reflective surfaces will be introduced above the Judge, Attorney, Witness, and Jury to enhance clarity of speech. Treatments will also be designed to prevent acoustic anomalies, such as echoes from rear courtroom walls, ensuring balanced and intelligible sound throughout key spaces.

3.4.7.2 Structural

The structural systems for the SRJC are designed to provide durability, resilience, and compliance with all applicable codes. Key elements include:

» **Fireproofing:** The building will be Type 1B construction. Floors, bearing walls, and structural framing supporting floors will achieve a two-hour rating. Roof construction, bearing walls, and roof framing will require a one-hour rating, except where roof construction is 20' or more above the floor below, where no rating is required. Typical framing will be protected with spray-applied fireproofing, while exposed structural members in public areas will receive intumescent paint to balance safety with architectural quality.

» **Foundation Systems:** Final foundation design will follow the results of the pending geotechnical investigation. Preliminary findings indicate rigid inclusions in combination with conventional spread footings will be required to reach bearing strata in glacial soils located approximately 55-60' below grade. A waterproofed hydraulic mat slab will provide building support and resist hydrostatic pressures associated with the water table. If additional uplift resistance is required, drilled micropiles may be employed as a cost-effective alternative.

» **Below-Grade Construction:** The lower level is set 10-20' below the water table. Below-grade walls will be waterproofed. Exterior cast-in-place concrete retaining walls will provide enclosure, and the floor will consist of a 4.5" reinforced concrete slab over a 2", 18-gage galvanized composite metal deck supported by galvanized steel beams and girders with composite studs. Galvanized steel components are expected to deliver a 40+ year service life with routine maintenance.

» **Floor-to-Floor Heights:** Floor-to-floor heights will be 19' on Levels 1, 2, 4, and 5; and 16' on Level 3. Courtrooms will have minimum ceiling heights of 16' at the Judge's bench and 12' at spectator seating. The main lobby ceiling will feature a grand two-story lobby space, while holding cells will provide 12' to a security-grade ceiling. Structural bays will range from 24 to 32' in typical areas and 42' in courtrooms. Floors will consist of 4.5" reinforced concrete slabs on composite metal deck, supported by composite steel beams and girders. Porosity-inhibiting admixtures will be used to reduce wait times for flooring applications and moisture mitigation.

» **Roof Systems:** The roof will consist of a 3", 20-gage Type N galvanized metal deck on steel beams and girders. A mechanical screen wall will conceal rooftop equipment and mitigate noise.

» **Lateral Systems:** Reinforced concrete shear walls at stair and elevator cores, supplemented by steel braced frames, will provide lateral stability.

- **Special Features:** [redacted] Exemption (n) - security or safety of persons or buildings [redacted]
- **Design Criteria:** All loads and resistance factors are based on the Massachusetts Building Code (780 CMR, 2021 IBC) and ASCE standards.
- **LEED and Sustainability:** The structural design will achieve a minimum of LEED Silver certification. Materials will be sourced within 500 miles where possible and will include domestically produced steel from Electric Arc Furnaces. Concrete mixes will incorporate Portland Lime Cement and supplementary cementitious materials to reduce embodied carbon. Environmental Product Declarations will be required for all materials, with additional metrics such as recycled content and recyclability evaluated to further minimize environmental impact.
- **Delegated Design Elements:** Specialty engineers and fabricators will provide delegated design for specific components to ensure precision, efficiency, and compliance. These include:
  - Structural steel connections
  - Cold-formed metal framing
  - Metal fabrications
  - Metal-pan stairs
  - Pipe and tube railings
  - Glazed aluminum curtainwalls
  - Ground-set flagpoles
  - Lighting poles
  - Excavation support and protections
  - Ground improvement rigid inclusions
  - Micropiles
  - Fall protection systems
  - Window washing systems

3.4.7.3 Audio Visual

The audiovisual design for the Project will respond directly to RFP requirements and the operational demands of a modern Justice Center, providing systems that are accessible, reliable, and adaptable throughout the facility's life cycle.

- **Courtrooms:** Systems will ensure secure and intelligible proceedings through speech reinforcement, high-quality evidence presentation, and digital recording. ADA-compliant assistive listening devices, sound masking for sidebar conferences, and language interpretation will support equity, confidentiality, and inclusivity. Remote appearance capability will enable participation by defendants, witnesses, and counsel located off site, reducing scheduling conflicts and limiting the need for physical transport.
- **Public Spaces:** Centrally managed digital signage, docket displays, and kiosks will deliver real-time case information and intuitive wayfinding, improving public experience and minimizing confusion.
- **Jury and Support Areas:** Jury assembly and deliberation rooms, attorney-client meeting areas, and conference rooms will be equipped with audiovisual systems scaled to their use, emphasizing simple operation today and flexibility for future upgrades.
- **Infrastructure:** Dedicated technical power, isolated grounding, and AV equipment rooms located on each floor to serve adjacent courtrooms will provide a resilient backbone for performance and maintainability. Equipment will be specified for durability, serviceability, and continuous operation in high-demand environments, protecting against downtime and simplifying maintenance.

By applying best practices from comparable judicial projects while aligning with the RFP criteria, the audiovisual systems will provide the TRC technology that is secure, user-friendly, and capable of evolving with future needs.

MCH's work on the recently completed Clackamas County Circuit Courthouse—where it successfully designed and implemented one of the first fully network-based courtroom audiovisual systems in the Oregon State Judicial Department—could serve as a benchmark for the SRJC.

3.4.8 Energy Modeling

Energy modeling will be used to evaluate how the Justice Center is expected to perform before construction begins and throughout its life cycle, ensuring informed design and operational decisions. It will also be required as part of Project permitting to ensure compliance with MEPA's Greenhouse Gas Emissions Policy.

By simulating system performance, energy use, and thermal comfort, the model will convert complex data into clear insights that identify the most effective strategies. This process supports selection of the smartest path forward, whether weighing design options, targeting net zero, or reducing long-term operating costs.

Early modeling highlights which strategies deliver the greatest impact. Combined with the team's technical expertise and practical experience, this approach enables confident, cost-effective decisions and aligns the facility's performance with long-term sustainability goals.

Early energy modeling identifies the most impactful strategies, enabling smarter design choices that lower operating costs and support net-zero targets.

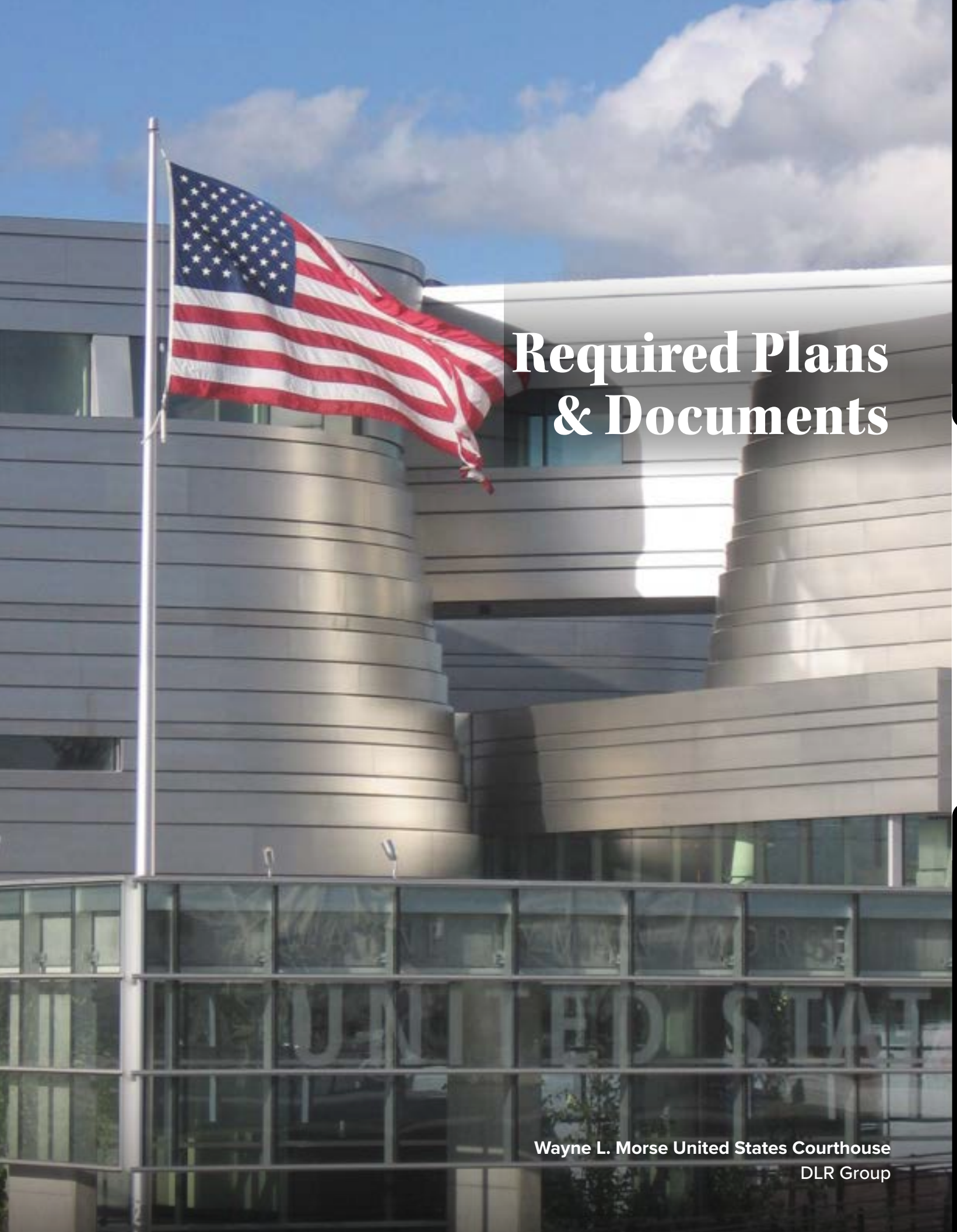
3.4.9 Permitting, Design & Construction

The Project will secure all required Local, State, and Federal approvals to ensure full compliance with environmental regulations, resource protections, and transportation and zoning requirements. These permits (summarized in **Figure A3-13**) extend beyond standard building approvals and confirm that the Justice Center is designed and constructed in a way that safeguards wetlands and stormwater systems and integrates safely into Springfield's transportation and riverfront context.

Figure A2-13. *Anticipated Permits*

Permit	Level	Authority	Purpose/Outcome
Order of Conditions	Local	Springfield Conservation Commission; concurrent DEP Western Regional Office review	Required under WPA and Springfield Wetlands Ordinance for work in wetland resource areas, including the 25' riverfront area and 100' buffer zone; ensures compliance with wetlands protections.
Stormwater Permit	Local	Springfield Stormwater Authority	Required under City Stormwater Management Regulations; confirms design meets standards for stormwater quantity and quality, including erosion and sediment control, peak flow attenuation, and water quality treatment; post-construction BMPs protect downstream resources.
Site Plan Review / Special Permit	Local	Springfield City Council; Springfield Riverfront Development Commission	Required under Zoning Ordinance as a Tier 3 application; ensures zoning compliance and integration with Riverfront Development zoning district.

Permit	Level	Authority	Purpose/Outcome
MEPA Certificate	State	Massachusetts Executive Office of Energy and Environmental Affairs	Required under 301 CMR 11.03 due to Commonwealth funding and impacts over MEPA review thresholds related to traffic, parking, and land alteration. Mandatory Environmental Impact Report required due to proximity to EJ populations. Requires enhanced public outreach, EJ impact assessment, GHG emissions analysis, and resiliency review using RMAT.
NHESP Review	State	Massachusetts Natural Heritage and Endangered Species Program (NHESP)	Required due to portions of site in state-listed species habitat; assesses impacts on Priority or Estimated Habitats; ensures compliance with MESA; may be reviewed concurrently with Springfield Conservation Commission under joint WPA/MESA process.
Massachusetts Historical Commission (MHC) Review	State	MHC; applicable tribes	Required due to state funding and state/federal permits; determines potential impacts to historic and/or archaeological resources; requires submission of a Project Notification Form to MHC and consultation with tribes.
MassDOT Access Permit	State	Massachusetts Department of Transportation (MassDOT)	Category II Access Permit required due to Project trip generation or roadway modifications; includes Traffic Impact and Access Study as part of application.
Rail Crossing Modification Approval	State	CSX (rail line owner) and MA Department of Public Utilities (DPU)	Required for modification to Liberty Street crossing; involves CSX review of crossing design, establishment of railroad agreements, and final approval from DPU.
USACE Section 408 Approval	Federal	U.S. Army Corps of Engineers; City of Springfield (levee owner)	May be required for modifications to Springfield's flood control levee; includes design submittal to demonstrate no adverse levee impacts, a "Letter of Non-Objection" from the levee owner, and possible NEPA Environmental Assessment if Project does not qualify for categorical exclusion or district-level permission.
NPDES Construction General Permit	Federal	U.S. Environmental Protection Agency	Required for disturbance of >1 acre during construction; mandates Stormwater Pollution Prevention Plan with BMPs; requires submission of electronic Notice of Intent.



Required Plans & Documents

Wayne L. Morse United States Courthouse
DLR Group



Sutter County Superior Courthouse
DLR Group

Please refer to the Volume 2 Binder for 11x17 printed Required Drawings and Plans

Appendix A4

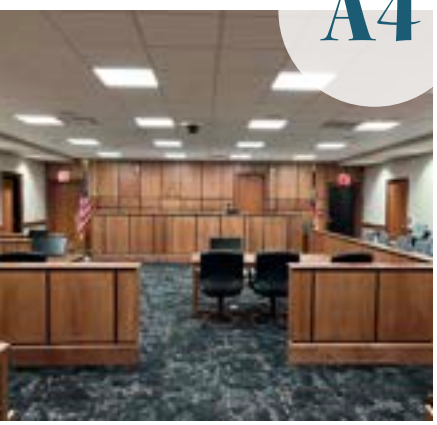
Project Schedule







A4



Project Schedule



Gateway Justice Partner's (GJP) schedule for the Springfield Regional Justice Center (Project) provides DCAMM and the Massachusetts Trial Courts (TRC) with a clear and accountable roadmap to occupancy by late 2029. It establishes a resilient sequence of design, permitting, financing, and construction activities that brings the Project online quickly while protecting against risk.

Organized around the critical path, the plan balances Justice Center priorities, agency reviews, and market conditions to deliver a facility that is ready on day one.

To achieve this schedule, design consultation work must begin immediately after selection in February 2026. Advancing schematic design in parallel with permitting, financing, and procurement is what allows the plan to shorten the overall delivery window and maintain cost and schedule certainty.

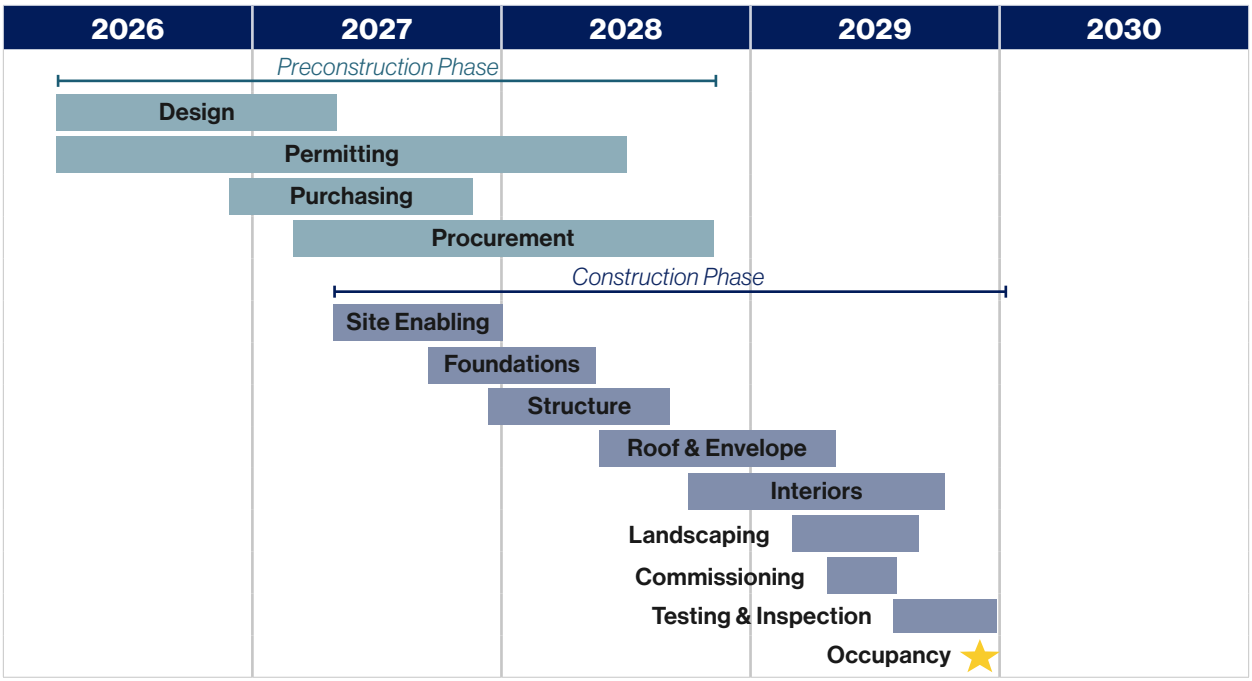
The schedule was developed through a collaborative process that aligned all disciplines into one integrated framework. The team identified critical path activities, tested alternative scenarios, and modeled sensitivities around permitting and long-lead procurement. **Developer and design inputs were incorporated to refine the baseline plan, which includes a preconstruction period followed by a 31-month construction schedule.**

A summary schedule is provided in **Figure A4-1**.

Benefits of GJP's Project Schedule

- **Integrated preconstruction: Overlapping design, permitting, financing, and procurement accelerates occupancy and locks in predictable costs.**
- **Phased procurement: Three-wave approach ties site, structure, and systems packages to market conditions, reducing cost volatility and supply-chain risk.**
- **Rapid enclosure: Prefabricated mega-panels achieve dry-in sooner, protecting interior fit-out, preserving quality, and compressing the path to completion.**
- **Resilient critical path: Modeled alternatives and tested sensitivities give DCAMM confidence in schedule reliability under changing conditions.**
- **Transparent milestones: P6 schedules provide a clear, accountable roadmap with defined activities and checkpoints through turnover.**

Figure A2-1. *Summary Schedule*



The full schedule is provided in Volume 2. Major milestones are outlined in **Figure A4-2.**

4.1 Preconstruction Activities

The Preconstruction Phase spans approximately 14 months, beginning with DCAMM's Notice to Proceed on February 16, 2026. During this time, design, pricing, financing, and permitting advance in parallel rather than sequentially.

This integrated approach shortens the overall timeline, locks in cost certainty earlier, and keeps permitting off the critical path. It also positions the team to transition smoothly into construction with design documents, approvals, and procurement aligned.

Key milestones include:

- **Design** • DLR Group initiates schematic design immediately, upon notification of project award, with SDs completing May 29, 2026. Design development and construction documents follow upon financial close. This activity is dependent on the Tenant reimbursing the Landlord some percentage of costs associated with preparing permitting and Schematic Design Documents. If those terms are not agreeable to the Tenant, no design will occur until project financial close, and the basis of the lease negotiations will be the Proposal Documentation.
- **Pricing and Financial Close** • Gilbane submits the fixed price proposal July 17, 2026. Fengate achieves financial close on or about August 7, 2026.
- **Permitting** • Special permits and environmental land/use approvals are completed in parallel with design. Once secured, Gilbane, DLR Group, and Tighe & Bond will submit the full building permit package to the City of Springfield. Army Corps review may extend past mobilization; however, this only affects potential levee modifications and doesn't impact building construction.

Figure A2-2. *Major Milestones*

Milestone	Number of Weeks Following Landlord's Receipt of Executed Lease	Date of Completion
Schematic Space Plan Submittal to Tenant	-10 weeks	June 1, 2026
Submit Building Permit for Base Building and Landlord's Improvements	28 Weeks	February 18, 2027
Submit Permit Applications	33 Weeks	March 26, 2027
Start Construction	40 Weeks	May 12, 2027
Working Drawing Submittal to Tenant	40 Weeks	May 14, 2027
Working Drawing Submittal to Tenant	40 Weeks	May 14, 2027
Receive All Permits	52 Weeks	August 6, 2027
Premises Ready for start of Tenant's Workstation Installation	150 Weeks	June 18, 2029
Landlord Completes Installation of Panels for Modular Furniture	155 Weeks	July 27, 2029
Architect and MEP Issue Certificates of Completion	173 Weeks	November 30, 2029
Construction Substantial Completion	173 Weeks	November 30, 2029
Certificate of Occupancy Issued by Building Department	173 Weeks	November 30, 2029
Completion Date	173 Weeks	November 30, 2029

Procurement Strategy

Procurement is tied directly to design progression and organized into three waves.

By staggering procurement, we can reduce exposure to market volatility and secure critical-path materials at the most optimal time.

WAVE 1 — Sitework, Site Utilities, Geo-Exchange, Long-Lead MEP Equipment, Cast-In-Place Concrete

WAVE 2 — Structural Steel, MEP Distribution, Detention Equipment

WAVE 3 — Remaining Trade Packages

4.2 Construction Activities

The Construction Schedule is structured for a 31-month execution period, accommodating the project's intensive site work, mega-panel exterior finishes, and courtroom-ready fit-outs. The current site offers favorable conditions, with ample laydown area and no traffic constraints, allowing construction to progress without major external limitations.

4.2.1 Early Site Preparation

Onsite work begins once contracts and permits are in place, with initial activities focused on securing the perimeter, establishing environmental controls, and scraping the site to the working table. Grading at this stage prepares for detention systems, geothermal wells, utility services, and earth retention, and also establishes the access road needed for construction traffic.

4.2.2 East-to-West Sequencing

The overall sequence advances from East to West starting with the east side of the building allows the lower-level mechanical rooms to be constructed early, which expedites system installation and commissioning, while the west side remains available for laydown, parking, and site circulation as construction progresses.

4.2.3 Ground Improvements & Foundations

With the working table graded and the access road established, ground improvements through rigid inclusions can begin. This effort strengthens soil conditions to support foundations and create a stable base for vertical construction. Once East foundations are in place, cast-in-place basement walls are constructed. The main steel columns and floor diaphragms are erected, followed immediately by backfill on the East Side. The West Side foundations and frost walls then proceed on the newly backfilled area.

4.2.4 Structural Steel & Decking

Structural steel erection continues working from East to West, with decking and detailing installed as each section rises. Permanent steel stairs are set during framing, providing safe, durable access to multiple levels and reducing reliance on temporary scaffolding. Once steel is in place on the east wing and the first-floor deck is complete, the basement slab on grade is poured. Slabs on deck then follow in sequence from the basement up through Level 5, creating stable working platforms and opening each floor for spray fireproofing without interruption.

4.2.5 Building Enclosure

After the framing is complete and fireproofed, enclosure begins. Levels 2 through 5 are closed in with prefabricated mega-panels to achieve dry-in quickly, while Level 1 is stick-built to accommodate the custom façade and entrances. This method balances schedule efficiency with the architectural requirements of the project.

4.3 Closeout

The closeout phase is structured to verify that all building systems perform as intended, to complete final fit-out and finishes, and to deliver a facility ready for safe occupancy. Testing, balancing, and commissioning are organized sequentially to allow any issues to be identified and corrected early, minimizing rework and reducing risk at turnover.

EllisDon Facilities Services property management personnel will be engaged to participate in commissioning and train their maintenance staff on the system operations to ensure seamless transition from construction closeout into the Lease term. This structured approach protects the project schedule, supports timely regulatory approvals, and gives TRC a building that is fully operational on day one.

Closeout activities include:

- **Testing:** Elevators, fire alarm, plumbing, life safety, and electrical systems.
- **Balancing:** All MEP equipment and spaces.
- **Final Closeout:** Punchlist completion and Certificate of Occupancy.
- **Commissioning:** Comprehensive commissioning to confirm building performance against Owner requirements.

Please refer to the Volume 2 Binder for full Project Schedule print

Appendix A5

Capital Improvements & Capital Reserve







A5

Capital Improvements and Capital Reserve

5.1 Capital Improvement Plan

EllisDon Facilities Services, Inc. (EDFS) delivers robust, cost-effective capital improvement work through an integrated asset management plan that consolidates capital and maintenance planning. This approach supports effective decision-making by addressing assets along with the resources and technologies needed to manage them. It also enables vast amounts of asset data to be used at a practical, day-to-day level. The result is improved lifecycle performance, cost certainty, and operational reliability.

Gateway Justice Partners (GJP) will consult with the Commonwealth and the Massachusetts Trial Court (TRC) to align objectives and prepare a plan for program implementation. The vision development process will produce:

» A common understanding of strategic asset management concepts and benefits

» Defined service level targets for the asset management strategy

» An assessment of past asset management activities with improvement recommendations

» A structured plan, schedule, and business case for improving asset management

Benefits of GJP's Capital Improvement Plan

- **Predictable budgets:** Dedicated capital reserve and transparent reporting provide cost certainty over the 40–60 year lease.
- **Reduced risk:** Preventive maintenance and timely interventions minimize failures and disruptions to court operations.
- **Continuous compliance:** Regular condition assessments and capital planning maintain code, accessibility, and regulatory standards.
- **Uninterrupted operations:** Data-driven scheduling coordinates work to avoid disruption to proceedings and daily court functions.
- **Lifecycle efficiency:** Data-driven investment decisions extend asset life, reduce total costs, and support sustainability mandates.
- **Transparency and accountability:** Clear reporting, audits, and documented processes ensure public resources are managed responsibly.
- **Enhanced user experience:** Coordinated improvements preserve a safe, dignified, and reliable courthouse environment.

5.1.1 Long-Term Asset Planning

Accurately forecasting where and when infrastructure investments should occur is critical to maintaining system quality and performance reliability. Investment decisions will be based on current condition and capacity, future requirements, and the cost and risk of implementing—or deferring—expansions and improvements. This disciplined planning process will:

- Prioritize capital projects over a given period based on strategic objectives
- Forecast capital renewal, replacement costs over a given period
- Forecast capital improvement funding requirements based on long-term savings and cost

Annual reviews will keep the asset management plan current. The team will update the plan each year using risk and condition analysis and historical maintenance patterns. Periodic technical reviews will verify the performance and effectiveness of preventive maintenance and capital improvement work, using Computerized Maintenance Management System (CMMS) records supplemented by inspections and testing when required. This ensures planned work reflects actual needs and mitigates risk of system failure.

Looking ahead to each five-year period, the team will assess planned and scheduled work against the Capital Improvement Schedule. Findings will be documented in a facility condition report that identifies the state of the Landlord Improvements and any deficiencies against technical standards. The report will also prioritize improvements requiring maintenance or capital investment, as shown in **Figure A5-1**.

Following completion of the report, EDFS will prepare a remediation plan detailing the approach and schedule for correcting deficiencies. The team will then update tasking and scheduling in the CMMS and adjust both the Capital Improvement Schedule and Scheduled Maintenance Plan. This ensures resources directly address identified risks, protect long-term facility integrity, and maintain compliance with regulatory standards.

Figure A5-1. *Capital Improvement Categories*

Category	Definition	Risk if Not Addressed	Typical Projects
Priority 1: Health & Safety	Hazards that cause accidents or health risks.	Injuries, illness, or endangerment of occupants.	» Projects that address workplace health & safety concerns (e.g., indoor air quality, mold, water, or other environmental issues) » Projects designed to reduce immediate risk or danger to occupants (e.g., failing envelope or structural components)
Priority 2: Code Compliance and Legislative Requirement	Projects ensuring compliance with current codes and legislation.	Compliance orders, fines, lawsuits, or public embarrassment.	» Projects that include compliance with applicable standards
Priority 3: Imminent Breakdown	Systems and components at risk of immediate failure.	Program disruption, expensive emergency repairs, or undue costs of alternate accommodation.	» Replacement of critical systems/components showing signs of imminent breakdown
Priority 4: Proactive Replacement	Replacement of building systems or components at the end of their useful life.	Exposure to future hazards and increased breakdown maintenance.	» Projects identified for proactive replacement to extend useful life and reduce future risks/breakdown maintenance

5.1.2 Preventive Maintenance & Timely Interventions

EDFS implements preventive maintenance strategies based on data from physical inspections, the CMMS, and condition assessments. Scheduled repairs and replacements ensure that building elements nearing the end of their useful life are addressed before failure, reducing risks and maintaining functionality of Landlord Improvements throughout the Lease Term.

SCALE IN PRACTICE

At Ontario Court of Justice, EDFS delivers a monthly average of 230 preventive maintenance tasks and 210 demand maintenance/service requests monthly. On-time completion rate in compliance with contractual response and rectification times exceeds 98%.

Timely interventions mitigate identified risks and minimize service disruptions, keeping the Premises fully operational and ensuring efficiency and longevity. EDFS also collaborates with technical experts to refine maintenance protocols.

> **This partnership, combined with data-driven decision-making, creates a framework for continuous improvement, compliance, and sustained high standards.**

5.1.3 Capital Improvement Business Processes

GJP manages capital improvements by implementing its proven processes:

Capital Improvement Budget Management & Cost Control

EDFS maintains the capital improvement budget to ensure Landlord Services obligations are not compromised by obsolete or deteriorated equipment. Budgets are kept sufficient to meet future obligations and Lease Term requirements. Risks are identified and managed proactively, delivering value for money to DCAMM and the TRC. Standard procurement and cost control policies ensure budgets are maintained and planned work remains achievable.

Procurement & Warranties

EDFS evaluates supplier and contractor guarantees, warranties, indemnities, and post-installation services, weighing variations in length, quality, and cost when making capital improvement decisions. We manage warranties from suppliers and manufacturers to protect long-term performance and financial security.

Value Engineering

EDFS continuously challenges assumptions in the Capital Improvement Schedule through an ongoing value engineering process. We evaluate new technologies, manufacturing processes, and products against the capital improvement fund allocation, identifying opportunities to improve performance while reducing costs.

Sustainable Excellence in Educational & Judicial Facilities



Prince George's County Schools are designed Net Zero Ready and pursuing LEED v4 certification. EDFS embeds sustainability into capital improvement planning.



The Ontario Court of Justice achieved LEED Gold in 2024. EDFS' lifecycle schedule included capital allowances for security and AV systems, avoiding disruptive mid-term upgrades.

Capital Improvement Works Management

Where practical, EDFS engages the original installation subcontractors or specialist maintenance subcontractors for capital improvement work. Their familiarity with project procedures in health, safety, and quality ensures efficient delivery and consistent standards. All replacement assets meet or exceed the original quality.

Reporting & Monitoring

EDFS plans and communicates capital improvement activities with DCAMM and the TRC to ensure coordination and minimize disruption to courthouse operations. We establish requirements through thorough technical evaluations of system and component performance, supported by renewal allowances based on recognized industry data. Expenditures from the capital improvement fund are managed to balance technical and financial demands, providing transparency and cost certainty.

5.1.4 Capital Improvement Management

Where practical, EDFS will assign the subcontractors or specialist maintenance firms that completed the original installations to perform the capital improvement work. Their direct knowledge of project procedures, especially regarding health, safety, and quality, ensures consistent standards, reduces learning curves, and minimizes risk.

EDFS will communicate each capital improvement event with DCAMM and the TRC to ensure full coordination and prevent disruption to ongoing operations. We will also prepare a five-year maintenance plan detailing activities, tasks, frequencies, and schedules, fully aligned with the Capital Improvement Plan.

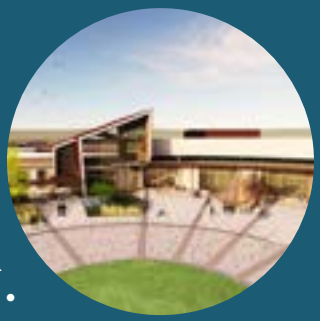
> **Our forward-looking plan provides transparency, enables proactive budgeting, and supports reliable long-term facility performance.**

Figure A5-2 illustrates the process EDFS uses to identify five-year capital improvement work.

EDFS applies in-house best practices to its capital improvement approval process, ensuring rigor and due diligence for every activity. Corporate project management experts support the site team in developing capital improvement plans and provide oversight to control activities, backed by complete documentation for bookkeeping and auditing.

CASE STUDY

Thunder Bay Correctional Complex



$941M Correctional Facility • 30-Year FM & Capital Improvements • Thunder Bay, ON

- 345-bed correctional complex replacing two obsolete facilities.
- 30-year property management and lifecycle plan covering plant, utilities, grounds, waste, and security systems.
- Designed to LEED Silver standards, with lifecycle planning for energy efficiency and climate resilience.

Demonstrates EDFS's ability to manage secure, high-profile justice facilities with long-term capital improvement obligations.

To strengthen asset management, EDFS uses a custom capital improvement tracker that monitors each request from initiation through internal review, validation, approval, and execution. This structured approach delivers transparency, accountability, and accurate reporting. **Figure A5-3** visually depicts the process.

Figure A5-2. *Capital Improvements (Lifecycle) Plan Development*

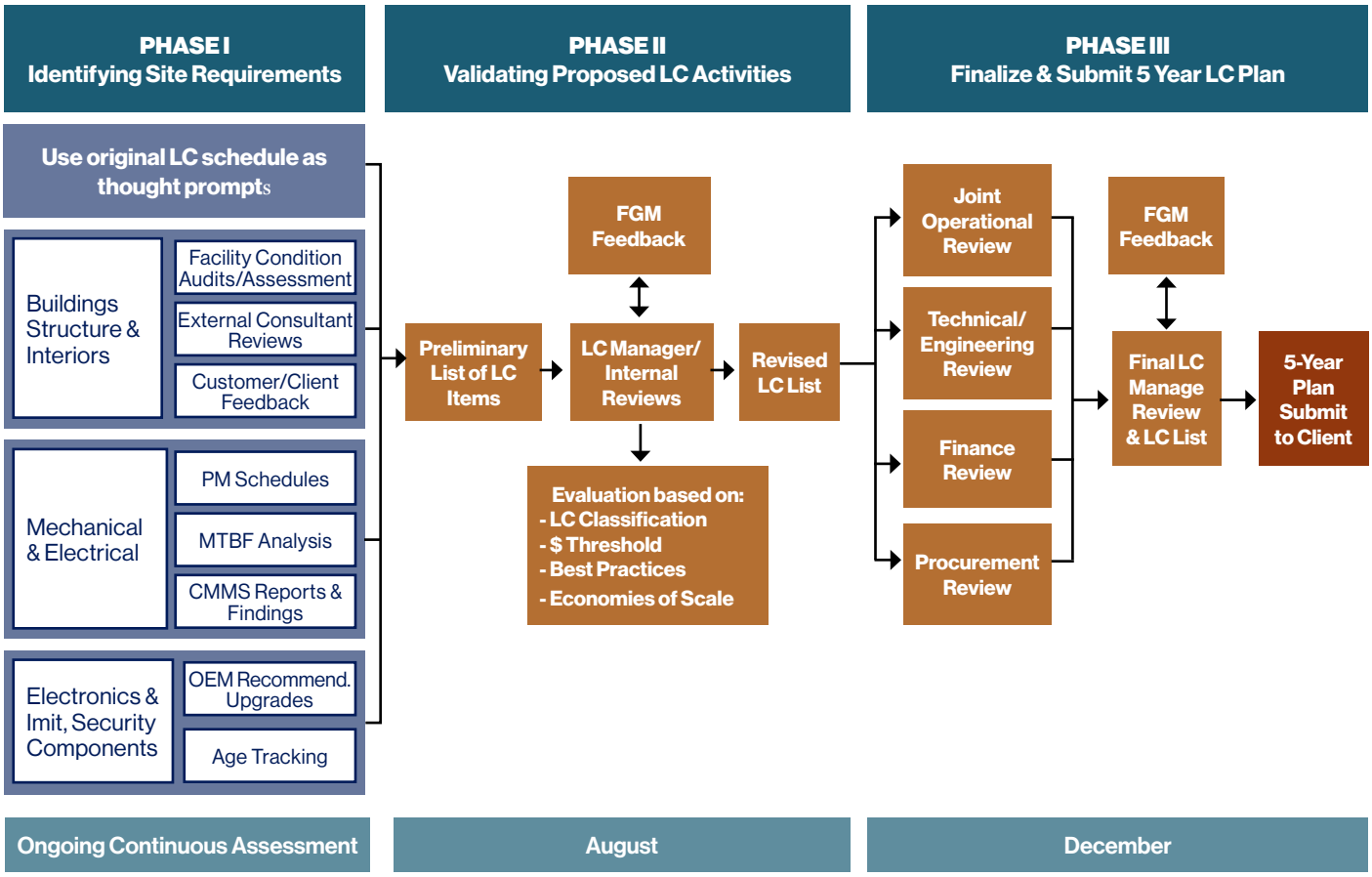
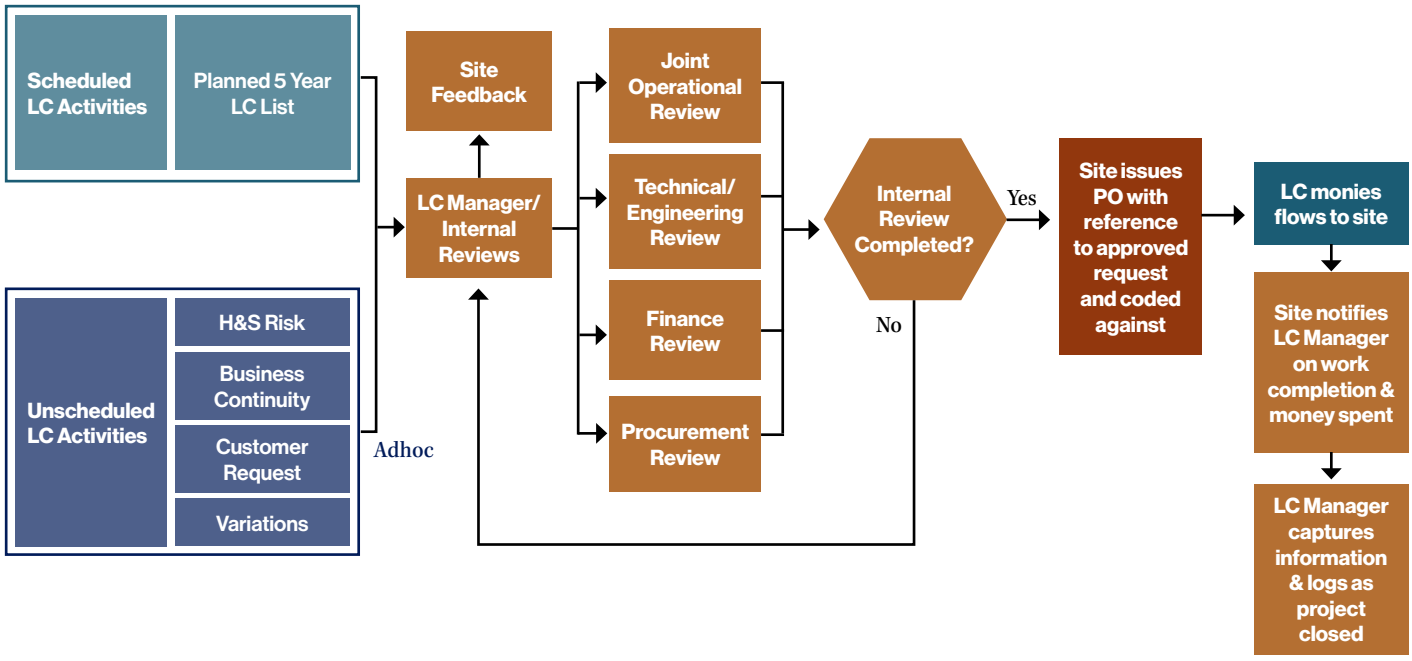


Figure A5-3. *Capital Improvements and Approval Due Diligence Process*



5.1.5 Key Interfaces with Facility Management Activities

EDFS delivers a complete asset management solution that integrates all Landlord Services into a transparent, seamless package. Capital improvements are planned and executed with full awareness of their impact and interaction with all other service elements, ensuring coordinated, efficient delivery.

- **CMMS** • EDFS uses the CMMS to schedule both planned and reactive maintenance as well as capital improvement activities. Through the CMMS, we control and monitor all work requests, manage scheduling, and generate reporting for every aspect of the Landlord Services. The system provides real-time performance data on Landlord Improvements, enabling EDFS to plan and coordinate capital improvement work with precision. *This approach increases accountability, minimizes downtime, and extends asset life.*
- **Maintenance Services** • Capital improvement planning depends on the site team's maintenance strategy and the robustness of the Scheduled Maintenance Plan. EDFS leverages asset data stored in the CMMS—including maintenance histories and performance records—to make informed decisions that optimize the balance between maintenance, refurbishment, and replacement. *This integrated approach ensures timely intervention, reduces lifecycle costs, and maximizes reliability by aligning day-to-day maintenance with long-term capital renewal.*
- **Cleaning Services** • EDFS recognizes that improper cleaning techniques can damage finishes and accelerate the need for repair or replacement. We collaborate with the TRC, which provides janitorial services, to shape operational plans that specify appropriate material selections and cleaning methods. *This coordination safeguards finishes and systems, supporting the full life expectancy of Landlord Improvements.*
- **Roads & Grounds Maintenance Services** • Effective roads and grounds maintenance protects exterior assets and extends their planned service life. EDFS ensures the use of appropriate materials, equipment, and snow-removal techniques, along with proper treatment of landscaped areas. *These measures preserve the longevity and performance of exterior improvements, minimizing premature capital expenditure.*
- **Waste Management & Recycling Services** • EDFS manages waste generated from capital improvement work in strict accordance with an operational plan for waste management and recycling services. *This process supports sustainability goals, reduces landfill impact, and maintains compliance with regulatory standards.*

5.1.6 Capital Reserve Plan Narrative

GJP will maintain a dedicated Capital Reserve Account, funded from a portion of the Total Annual Rent as outlined in the Capital Improvement Schedule. Funds will be released from this account to EDFS, the Property Manager, as capital improvement work is completed.

> **This accounting approach secures funding for improvements throughout the Lease term, guarantees payments align with verified performance, and prevents premature or misallocated expenditures.**

GJP has implemented this approach on numerous of long-term asset management projects, giving owners and lessees predictable budgets and confidence in the timely execution of required improvements.

5.2 Capital Improvement Schedule

EDFS prepared a preliminary Capital Improvement Schedule, presented in **Figure A5-4**. The schedule is informed by replacement and refurbishment activities, costs, and frequencies drawn from:

- **Design-Build information**, including Landlord Improvement component and equipment costs and quantities
- **Manufacturer/vendor data and experience**
- **Technical standards and publications**, including RS Means, ASHRAE and other data sources
- **Good industry practices**
- **EDFS' experience**

EDFS will carry out capital improvement work to ensure all systems, equipment, and processes comply with applicable laws, regulations, and standards. During planning, we will consolidate a detailed list of service standards and regulatory requirements.

Our approach to managing the Capital Improvement Schedule delivers compliance, provides transparency, and supports reliable long-term facility performance, providing budget certainty and reducing lifecycle risk.

5.2.1 Updating the Capital Improvement Schedule

Facility Condition Report

EDFS conducts periodic condition reports to verify the performance and effectiveness of preventive maintenance and capital improvement work completed during the prior period. We review historical maintenance and capital improvement records contained in the CMMS alongside physical inspections and testing as needed. Planned work for the upcoming period is then assessed against the Capital Improvement Schedule.

Findings are documented in a facility condition report, which identifies the current state of the Landlord Improvements and highlights any deficiencies against technical standards. Based on this report, capital improvement tasks and schedules within the CMMS are adjusted as necessary. This process ensures continuous alignment with facility needs, protects compliance, and prevents deferred maintenance.

System Performance & Maintenance Trends

The CMMS records all planned and reactive maintenance activities, giving management real-time access to asset performance data. This enables early identification of underperforming equipment or assets requiring frequent corrective maintenance—triggering timely replacement or refurbishment when needed. The BAS further monitors facility condition and system functionality, providing valuable data to support functional analyses of Landlord Improvements. Together, these systems allow EDFS to act proactively, minimizing disruptions and extending asset life.

Scheduled Maintenance, Run-time & Replacement Schedule Data

EDFS uploads all assets, manufacturer maintenance and replacement procedures, and replacement frequencies into the CMMS, creating a comprehensive asset register. The register tracks asset age and run-time to support data-driven decision-making. EDFS also conducts annual technical reviews to evaluate facility condition, inform the Scheduled Maintenance Plan and Capital Improvement Schedule, and make targeted adjustments that improve efficiency.

The Capital Improvement Schedule is updated annually to reflect actual and projected expenditures, as well as any facility or site changes. This disciplined process provides transparency, strengthens budget forecasting, and reduces lifecycle risk.

Figure A5-4. *Capital Improvement Schedule*

Item	Estimated Useful Life in Years	Estimated Replacement Lease Year	Additional Information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Mega-panel - Panelized Terra-cotta	60-100	n/a (beyond Lease term)	Terra-cotta is highly durable with proper installation and maintenance. Allowance for minor repairs. Replacement of damaged panel via swing stage or lift.
Mega-panel - Exterior Glazing	60-100	n/a (beyond Lease term)	Glass may require periodic resealing or replacement due to weathering.
AL DR & Frame - Exterior - Double - Full Glass	50 years	n/a (beyond Lease term)	Hardware repair/replacement to be performed as needed. Regular maintenance, such as sealing, hardware lubrication, and glass replacement, can extend lifesp++an. Aluminum frames are corrosion-resistant but may degrade in harsh environments.
Overhead Door	35 years	35	Hardware repair/replacement to be performed as needed.
Loading dock bumpers	8-12 years	12, 24, 36	Visual inspections periodically
Roofing System	25 years	25	Replace membrane, flashings and copings.
Storefront - Interior, Aluminum	50 years	n/a (beyond Lease term)	Failed component replacement throughout the lease term
Doors & Frames	35-60 years	n/a (beyond Lease term)	Regular maintenance, repainting repairs, high traffic area door leaf replacement and hardware replacement throughout the lease term will extend the useful life while meeting performance requirements
Stain / Paint Doors & Frames	7-10 Years	8, 16, 24, 32, 40	Touch ups to be completed between planned re-paint/stain
Compartments & Cubicles	40-50 years	n/a (beyond Lease term)	Replacement of high traffic area components throughout lease term as required. Assembly will last beyond lease term
Toilet, Bath, & Laundry Accessories	10-15 years	12, 24, 36	Failed items to be replaced on as needed basis throughout lease term
Directories / Information Kiosks	10-15 years	11, 22, 33	Repairs/replacement during term if damaged
Interior Signage – ADA and Room ID	40+ years	n/a (beyond Lease term)	Repairs/replacement during term if damaged
Lockers	25-40 years	n/a (beyond Lease term)	Repairs and replacement of hardware as required throughout lease term
Wood Paneling	75 years	n/a (beyond Lease term)	Repairs and refinishing of high traffic and damaged areas throughout lease term
Ceramic Wall Tile	75 years	n/a (beyond Lease term)	Re-grouting and failed tile replacement throughout lease term as required
Paint	4-12 years	5, 10, 15, 20, 25, 30, 35, 40	Painting program addressing high traffic areas sooner and more frequently than low-traffic areas on an as needed basis
Stain	7-10 years	7, 14, 21, 28, 35	Planned sand and re-stain

Item	Estimated Useful Life in Years	Estimated Replacement Lease Year	Additional Information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Millwork	75 years	n/a (beyond Lease term)	Repairs and replacement of hardware as required throughout lease term
Flooring – Carpet	8-16 years	12, 24, 36	Frequency based on high quality specified carpet in RFP on an as needed basis.
Flooring – VCT/ LVT	20 years	20, 40	Cleaning and annual waxing by Janitorial
Flooring – Porcelain Tile	50 years	n/a (beyond lease term)	Re-grouting and failed tile replacement throughout lease term as required
Wood Flooring	30 years	30	Replace
Sealed Concrete	10 years	10, 20, 30, 40	Flooring replacement as per RFP involving resealing/repairs as necessary
Traffic Coating Membrane (Parking)	15-20 years	20, 40	Replace
Elevators	25-35 years	35	Regular inspections per code, cab refinishing and controls replacement throughout lease term as required. Controls, obsolete devices replaced as needed throughout lease term. Major modernization in year 35
Window Shades	35 years	35	Full replacement at year 35. Motorized components to be replaced every 8-10 years
Residential Kitchen Appliances	5-10 years	8, 16, 24, 32, 40	Replace residential grade appliances
Courthouse Furniture	75 years	n/a (beyond Lease term)	Repairs as required throughout lease term
Asphalt Paving	10-20 years	13, 26, 39	Pothole repair as needed, Resurface or Overlay after 15 years
Granite Curbing	50+ years	n/a (beyond Lease term)	General condition inspections and repairs as needed.
Pavement Markings	2 years	2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40	Repaint pavement markings every 2 years
Exterior Traffic and Pedestrian Signage	40-60 years	n/a (beyond Lease term)	Replace faded signage face as required throughout lease term
Concrete Flatwork	30-50 years	n/a (beyond Lease term)	Inspect annually for cracks, spalling, or settlement, repair or patch cracks to prevent water infiltration. Joint resealing at year 10 (if required)
Cobblestone Paving	40-50 years	n/a (beyond Lease term)	Inspect annually for loose or uneven stones. Re-level, reset or replace stones as needed.

Item	Estimated Useful Life in Years	Estimated Replacement Lease Year	Additional Information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Unit Pavers	30-45 years	n/a (beyond Lease term)	Inspect annually for loose or uneven stones. Re-level, reset or replace stones as needed. Re-sand joints after 10 years if needed.
Vehicular Concrete Pavement	40-50 years	n/a (beyond Lease term)	Regular inspections to monitor cracks, spalling or joint damage, joint resealing or isolated repair work as needed
Concrete Site Stairs	75 years	n/a (beyond Lease term)	Regular inspections to monitor cracks, spalling or joint damage, joint resealing or isolated repair work as needed
Brick Site Walls	75 years	n/a (beyond Lease term)	Regular inspections for mortar deterioration, cracks, or loose bricks. Clean as per PM schedule, isolated repointing of high traffic areas if needed.
Concrete Benches	40-50 years	n/a (beyond Lease term)	cleaning and protective coatings to be administered as per manufactures spec.
Stainless Steel Railing	40+ years	n/a (beyond Lease term)	Repair as needed
Site Fencing	40+ years	n/a (beyond Lease term)	Repair as needed
Modular Bus Shelter	10-15 years	13, 26, 39	Planned replacement
Outdoor Furniture	10-15 years	10, 20, 30, 40	repair and replace as required
Plantings & Landscapes	50+	n/a (beyond Lease term)	replant as needed
Roadway Signaling & Control Equipment	30-50 years	n/a (beyond Lease term)	Replace controls, motorized components and luminaires on scheduled frequency throughout the lease term
Light Bollards/ Poles & Fixtures	40-60 years	n/a (beyond Lease term)	Inspect annually for physical damage, corrosion, or loose connections. Replace light fixtures every 12 years, depending on technology and usage. Clean lenses and repaint poles as needed to maintain appearance and functionality.
Generator	20-30 years	25	Major overhaul planned for year 25. Comprehensive maintenance program with component replacement as required throughout lease term
Security and Access Control Systems	7-15 years	Years 7-40	Test cameras, sensors, and alarms annually. Replace outdated or non-functional components (e.g., cameras, card readers, software, network switches, servers, intercom stations, keypads etc) as required

Item	Estimated Useful Life in Years	Estimated Replacement Lease Year	Additional Information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Main Switchboard & Metering	40+ years	n/a (beyond Lease term)	Inspect and clean switchboards every 3-5 years. Test meters and relays periodically to ensure accuracy and compliance. Replace worn or outdated components as needed.
UPS System	10-15 years	12, 24, 36	Test UPS systems monthly and batteries quarterly. Perform a full system inspection annually. Replace batteries and modules.
Lighting Fixtures	30-50 years	n/a (beyond Lease term)	Replace bulbs every 12 years. Replace lighting controls, occupancy sensors as required. Clean fixtures annually to remove dust and debris that reduce efficiency (by Janitorial). Inspect for loose connections or wear on wiring.
Fire Alarm System	20-25 years	25	Test sensors and alarms annually. Replace outdated or non-functioning components as required, major retrofit after 25 years.
AV (Speakers & Microphones)	10-15 years	13, 26, 39	Inspect and test hardware annually. Clean microphones regularly to prevent degradation (by Janitorial). Replace microphones and speakers.
Plumbing Fixtures	20-25 years	25	Includes sinks, faucets, toilets, and showerheads. High-quality fixtures in low-traffic areas may last longer, while high-use facilities may require replacement sooner. Planned replacement of plumbing fixtures. Batteries or sensors replaced as required throughout lease term
Domestic Water Distribution	75 years	n/a (beyond Lease term)	Planned inspections throughout term to verify condition and functionality
Sanitary Waste	75 years	n/a (beyond Lease term)	Planned inspections throughout term to verify condition and functionality
Rain Water Drainage	75 years	n/a (beyond Lease term)	Planned inspections throughout term to verify condition and functionality
HVAC – Central Plant Equipment	20-25 years	20	Scheduled re-balancing and indoor air quality testing to be completed as per RFP. Filter and belt replacement as required. Major component replacement at year 20 (motors, fans, humidifiers etc.)
Geothermal System	50+ years	n/a (beyond Lease term)	Ground Loops have service lives exceeding 50 years with proper maintenance, Heat pumps to be replaced every 20 years - annual inspections to maintain efficiencies
Cooling Generating Systems	20-25 years	20 years	Includes heat pumps and cooling towers. Proper annual maintenance (e.g., cleaning coils, treating water) is critical for extending the lifespan.

Item	Estimated Useful Life in Years	Estimated Replacement Lease Year	Additional Information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Distribution Systems	75 years	n/a (beyond Lease term)	Periodic duct cleaning
Terminals & Package Units	15-20 years	20, 40	Filters and belts replaced as required, coil cleaning performed during regular maintenance.
Controls & Instrumentation	7-14 years	7, 14, 21, 28, 35	regular software updates and replacement of hardware as required
Pumping Equipment	20-25 years	20, 40	Includes domestic hot water pumps, sump pumps and HVAC related pumps. Lifecycle dependant on use case and water quality

Appendix A6

Property Management Plan









A6

Property Management

Fengate and their justice center property management provider, EllisDon Facilities Services, Inc. (EDFS), will provide the Landlord Services for the Springfield Regional Justice Center (the Project) for the 40-year term. Fengate manages 31 million sf of property, while EDFS manages 20 million sf of critical operating environments in justice, healthcare, and education.

Fengate and EDFS bring vital expertise in long-term property management of active courthouse and justice facilities. Our unified team will deliver safe, efficient Landlord Services with minimal disruption to the Massachusetts Trial Court (TRC).

Fengate has been actively managing real estate assets since its founding in 1974, building a robust platform to manage diverse portfolios under long-term (30- to 40-year) leases, as well as Design-Build-Finance-Maintain (DBFM) and Design-Build-Finance-Operate-Maintain (DBFOM) agreements.

Fengate's vertically integrated team creates value creation and manages risk throughout the asset lifecycle, while its long-term equity position aligns interests with the tenant to maintain a high-quality asset with sustained operational excellence.

As a justice center development and management specialist, EDFS extends asset life, reduces capital improvements costs, and supports sustainable operations.

Benefits of GJP's Property Management Plan

- **Integrated accountability:** One unified Fengate + EDFS team provides all landlord services for 40 years, aligning long-term performance with DCAMM and TRC priorities.
- **Justice-center expertise:** Experienced courthouse managers schedule maintenance around judicial calendars and secure circulation paths, maintaining confidentiality and uninterrupted operations.
- **Whole-life value:** Early facilities-management input and lifecycle-based vendor selection optimize reliability, sustainability, and total cost of ownership.
- **Dedicated local presence:** A Springfield-based team delivers responsive service, quality workmanship, and community economic benefit through local subcontractors.
- **Measured quality:** ISO 9001–based Quality Management System and regular audits drive continuous improvement and maintain contractual service standards.

Our Team's Proven Scale

70+	51M	49
Years of Collective Experience	sf Managed Under Long-Term Contracts	DBFOM Public Projects Across Justice & Multiple Sectors

6.1 Proven Experience in Justice Operations

Since 2008, Fengate and EDFS have successfully developed and managed a portfolio of new courthouses under long-term (30-year) contracts. This includes high-profile facilities such as the Clackamas County Courthouse in Oregon (pictured at right), which was delivered through a public-private partnership model.



6.2 Operational Continuity & Judicial Sensitivity

Justice Center operations require uninterrupted judicial services. Maintenance activities are scheduled around courtroom calendars and recesses. We prioritize coordination with judicial stakeholders and provide advance notice for any service interruptions. Operational issues affecting the separate and secure pathways for judges, detainees, staff, and the public, or confidential interaction zones, are critical to maintaining judicial integrity and daily functionality.

6.3 How Justice Center Property Management Differs from Other Property Types

Justice Center property management differs from commercial or residential properties due to heightened security requirements, strict operational schedules, and public-facing responsibilities. Fengate and EDFS' approach is tailored to meet these unique demands.

	JUSTICE CENTERS	OTHER SECTORS
OPERATIONAL SENSITIVITY	HIGH: Judicial proceedings must not be interrupted	MODERATE: Tenant operations vary in sensitivity
SECURITY REQUIREMENTS	ELEVATED: Includes secure zones, detainee handling, and judicial protection	STANDARD: Tenant operations vary in sensitivity
MAINTENANCE SCHEDULING	ELEVATED: Must align with court calendars and recesses	STANDARD: More flexible, often during off-hours
STAKEHOLDER OVERSIGHT	ELEVATED: TRC, varying judicial jurisdictions, County Sheriff, and public interface	STANDARD: Private tenants, investors, or corporate clients
CAPITAL IMPROVEMENT PLANNING	ELEVATED: Long-term contracts with strict quality and performance metrics, minimizing downtime	VARIES: Often shorter-term leases or ownership cycles
PUBLIC INTERFACE	HIGH: Courthouses serve the public daily	LOW to MODERATE: Depends on property type



4.6 Integrated Property Management

Comprehensive boots-on-the-ground property management services for the 40-year initial term will be provided as outlined in the RFP, including:

- Maintenance and repair services
- Integrated pest management
- Snow removal and ice control
- Lifecycle/capital improvements

6.2 Property Management Scale & Experience

Fengate contracts with EDFS to provide scheduled maintenance, repair and capital improvement services structure in compliance with strict performance indicators, ensuring maximum uptime, prompt response, and minimal disruption to mission-critical judicial operations.

EDFS' property management personnel worked with the design team to evaluate design options, equipment, and materials to ensure our approach considers the Justice Center's whole life. Fengate selects finish materials that balance upfront cost with long-term serviceability, aligning with the RFP's Space Allocation and Finish Schedule and Technical Exhibits, ensuring that all materials meet the Project's operational, aesthetic, and civic goals.

Highlights from our significant property management expertise is pictured below. *Please see Appendix A1 for a summary of our extensive property management experience.*

PROVIDING LONG-TERM VALUE IN THE JUSTICE SECTOR:
Ontario Court of Justice – Toronto



Project Features:

- 17-story, 800,000 sf courthouse housing six criminal courthouses
- 63 courtrooms, including high-security multiple-accused courtroom
- Managed under a 30-year contract with strict performance indicators

Performance-Based Results:

- Services meet strict contractual standards
- Maximum uptime and responsiveness
- Minimal disruption to judicial operations

BEST LONG-TERM VALUE IN ACTION:
Prince George's County Blueprints Schools Program, Phase II

Evaluated multiple floor finish options for high-traffic corridors

Considered construction, maintenance, capital improvement, and janitorial costs over facility life

Selected polished concrete: higher upfront premium yielded greater durability and easier cleaning over facility life



6.3 Property Management Plans

Fengate and EDFS provide this draft Property Management Plan describing the strategies, goals, and procedures for managing the Project for the Lease Term. Through collaboration with DCAMM and TRC stakeholders during design and construction, the plan will be finalized before the Date of Occupancy to support efficient operations and long-term performance.

6.3.1 Property Management Approach

Whole-life Optimization

Fengate and EDFS apply a whole-life approach to property management and Landlord's Services, weighing long-term operational needs alongside design and construction decisions.

EDFS has collaborated with Design-Build partner Gilbane from the start of Project design and will continue through detailed design to ensure the Project meets long-term service and performance standards over time.

Gilbane and EDFS perform common tendering of critical systems, e.g., elevators, to select vendors that deliver the lowest whole-life cost on a net-present-value basis for supply, installation, maintenance, and capital improvement, while meeting quality specifications.

Tailored Service Delivery

EDFS will deliver their Landlord's Services responsibilities via Project-specific manuals, operational policies, procedures, and practices shaped by project experience, key personnel expertise, and industry best practices. These documents will be developed to comply with the RFP, the Lease Agreement, applicable codes and standards, and good industry practice.

EDFS combines self-delivery with strategic local subcontractors to maximize quality, value for money, and community benefit.

A dedicated, site-based maintenance team will include local, experienced management, supervisory, administrative, and front-line staff to deliver compliant Landlord Services.

The EDFS Property Management Site Manager will hold ultimate responsibility for service delivery and will be the single point of contact for Fengate, DCAMM, and the TRC through the Lease Term.

Reporting to the Landlord Services representative, the Property Management Site Manager will oversee service delivery on site and be responsible for day-to-day operations.

EDFS front-line staff will perform most day-to-day Landlord Services, relying on local subcontractors for functions delivered more effectively and efficiently by third parties. Subcontractors will be treated as partners and held to the same standards of responsiveness and urgency required to maintain available, high-quality space for DCAMM and the TRC.

The anticipated functions that will be delivered in-house (on/off site) and subcontracted provide DCAMM with three key benefits:

Responsiveness: Site-based resources available to respond to and resolve issues, including demand maintenance from TRC staff submitted by phone or electronically to the EDFS 24/7 call center help desk.



Cost Efficiencies: Subcontractors and corporate support providing part-time and hourly-rate services, eliminating the need to cost full-time equivalents when demand is limited.



Quality: A core site-based team dedicated and familiar with the Project to deliver quality services, with subject matter experts providing specialist functions.



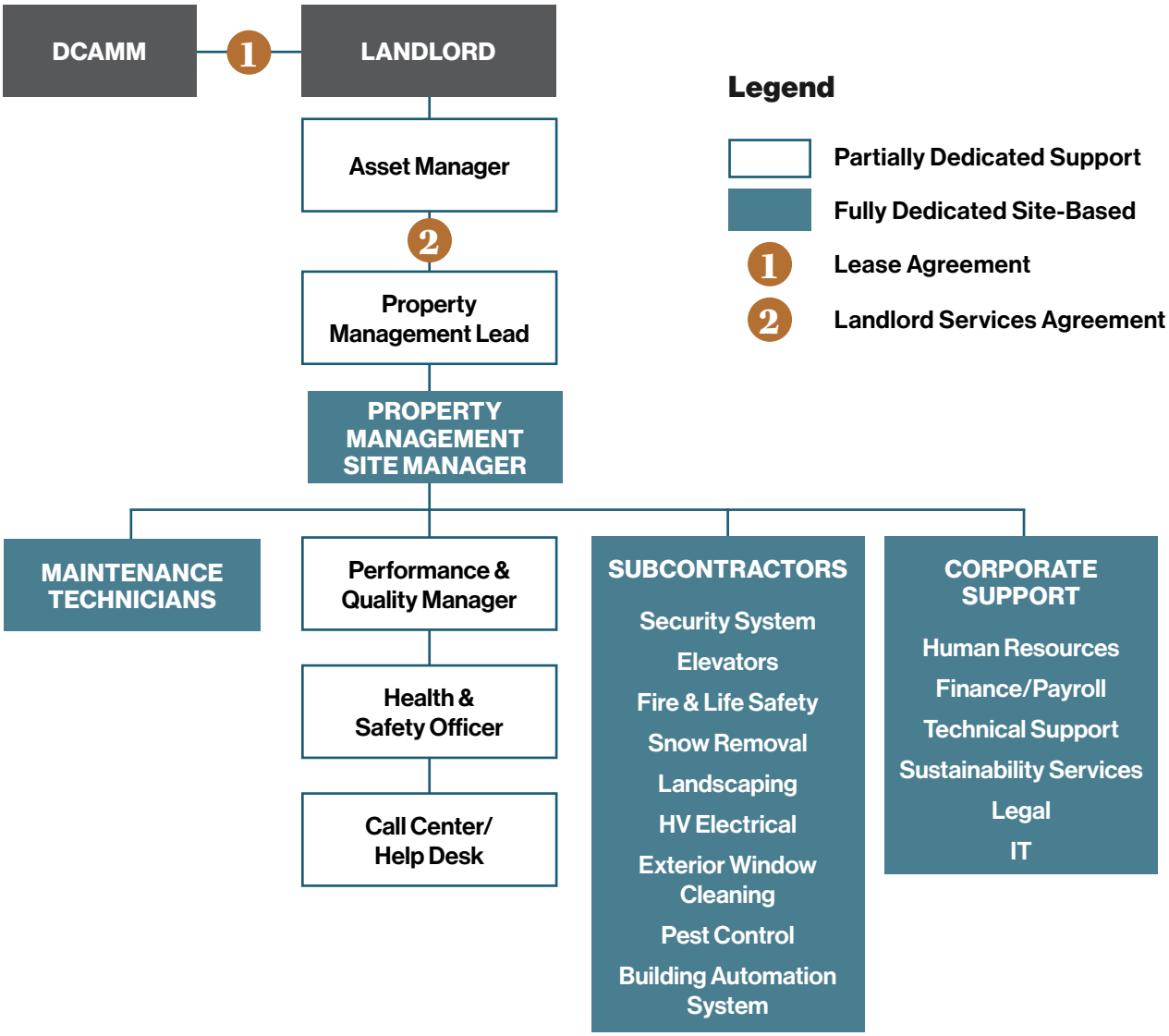
Organizational Structure

Fengate will contract with EDFS through a Property Management Agreement which details the Landlord Services obligations. The property management team will consist of:

» Dedicated, on-site management and core front-line staff
» Corporate resources for support functions
» Specialist subcontractors

Figure A6-1 illustrates the proposed organizational structure for the Lease Term and identifies all key positions.

Figure A6-1. *Landlord Services Organizational Structure*



EDFS' key personnel roles and responsibilities are summarized in the table below.

Key Personnel	Responsibilities
Asset Manager (Andrea McLean)	Fengate's representative during the Lease Term responsible for overall Landlord Services. Single-point-of-contract with DCAMM and the TRC for material or urgent matters.
Property Management Lead (Colin Flock)	EDFS' senior manager responsible for overall provision of compliant integrated property management.
Site Manager (Mark Turuk)	Site-based EDFS manager to oversee Landlord Services performance. Responsible for day-to-day on-site delivery of Landlord Services. Schedules front-line staff and coordinates subcontractor work.
Performance and Quality Manager	Supports property management team in developing, implementing, and updating the Quality Management System. Assists Site Manager with reporting and contract compliance.
Health and Safety Officer	Supports Site Property Management team in developing, implementing, and updating Occupational Health and Safety and Risk Management elements.

As a leading property manager, EDFS brings significant experience and internal resources to provide an effective support network. Corporate resource support will include:

- Recruitment and orientation
- Training and human resources
- Occupational health and safety
- Risk management
- Quality assurance
- Compliance with applicable law
- Financial
- Commercial issues
- Procurement
- Information technology support

6.3.2 Operational Start-Up

Prior to the Completion Date, Fengate and EDFS will work with DCAMM, the TRC, the Sheriff's Office, and other stakeholders to establish a communications protocol for the Lease Term. Because the primary objective of Landlord Services is to support courthouse operations, clear communication and frequent dialogue will be critical to maintaining the building environment without disrupting judicial activities.

Early mobilization provides leadership, builds relationships, and establishes a collaborative culture to support a seamless transition.

EDFS' key individuals bring the expertise to see the Project through detailed design, construction, and commissioning, ensuring continuity and adherence to the transition plan.

The operational start-up team's first task will be to develop a detailed transition plan, completed 18 months before the Date of Occupancy. The plan will include a critical-path program that defines tasks, assigns responsibilities, and ensures operational programs are ready on the Completion Date. It will also establish the full set of documents and protocols required for comprehensive Landlord Services, including:

» **Maintenance:** Scheduled Maintenance Plan, One-Year Scheduled Maintenance Plan, Five-Year Maintenance Plan, Annual Service Plan

» **Operations/Management:** Manuals, Transition/Implementation Plan, Capital Improvement Plan, Quality Management Plan, Orientation Plan

» **Safety/Security:** Emergency Response Plan, Fire Management Plan, Security and Risk Assessment Plan

» **Contingency:** Contingency Plan, including business contingency failure and resumption plans

EDFS will work with Fengate, DCAMM, the TRC, and the Sheriff's Office to develop the transition plan.

The operational start-up team will include representatives from all parties to ensure alignment and common expectations:

» The Transition Manager will integrate team input into the plan and maintain clear, cooperative communication.

» The start-up team will meet formally at least monthly during the early construction phase, increasing to weekly meetings prior to the Completion Date, to guide the process and sustain strong working relationships throughout the development of plans, policies, procedures, and practices.

REGULAR MEETINGS = RELIABLE PROGRESS



Monthly operational readiness meetings during construction, increasing to weekly before completion, keep the TRC fully engaged in the start-up process.

Training

All employees will receive full technical training for their roles and the tools to advance within the organization. Training scope will be tailored to each employee's experience and performance. EDFS will hire staff with skills appropriate to their responsibilities and provide instruction in operating procedures, management techniques, CMMS, safety and quality control, fire prevention, and other role-specific areas.

Property management staff will be engaged before occupancy to witness and participate in commissioning and to train on courthouse system operation, maintenance, and troubleshooting, including security systems and [redacted: Exemption (n) - security or safety of persons or buildings]).

Where appropriate, EDFS will also send staff to corporate or external training programs. Specialized training may include diversity, sensitivity, or other instruction specific to delivering property management services in a courthouse environment.

Administrative Activities

The Transition Manager and Site Manager will oversee the development of the following key administrative activities for operational start-up, with support from corporate resources and third parties as needed:

1. Develop and implement Landlord Services operational plans, policies, and procedures in consultation with Fengate, DCAMM, and the TRC.
2. Establish the Scheduled Maintenance Plan, including population of the computerized maintenance management system (CMMS) with building asset data, maintenance tasks, and frequencies.
3. Develop finance procedures, including invoice formats and financial reporting requirements.
4. Establish on-site property management team accommodation, including the move-in timetable and permanent IT and telephony connections for on-site personnel.
5. Work with corporate support to develop human resources strategies, including recruitment, training, orientation, and employee transition programs.
6. Set up specialist subcontracts—such as pest control, elevator maintenance, and snow removal—by initiating the subcontractor selection process and establishing service level agreements.
7. Develop joint service protocols with the TRC and Hampden County Sheriff to ensure ongoing coordination and clear responsibilities, e.g., for janitorial and security services.

CMMS Population

Prior to the Completion Date, and in accordance with the transition plan, EDFS will upload all applicable building assets into the CMMS. Each record will include manufacturer maintenance recommendations, inspection and maintenance activities required by applicable law, and detailed maintenance procedures, creating a complete asset register.

The Site Manager will lead physical inspections during late construction and commissioning to verify the electronic asset list and establish a full building system and equipment inventory. EDFS will coordinate with Gilbane so that commissioning data—including equipment details and warranty information—is delivered in a format suitable for CMMS population.

Capturing accurate and complete data at the front end will allow EDFS to use the CMMS as a management tool during the Lease Term to support capital planning and replacement decisions.

The CMMS framework will also provide a logical and secure set up in advance of the Lease Term.

Establishment of Subcontracted Services

During detailed design, Fengate, EDFS, and Gilbane will work together in common tendering to select qualified system vendors that provide the lowest whole-life cost on a net-present-value basis.

Common tendering will focus on technically complex and proprietary systems, such as elevators and the building automation system (BAS), where the property management team typically relies on the supplier/installer for maintenance.

During start-up, the Transition Manager, supported by internal supply chain resources, will formalize service level agreements with selected vendors for these critical systems.

For other subcontracted services, EDFS will develop and maintain a list of qualified subcontractors. This list will be built through existing subcontracts, formal advertising, and a prequalification process to confirm that subcontractors fully comply with the requirements in **Figure A6-2.**

Figure A6-2. *Subcontractor Requirements*

1. Have the financial resources to perform the contract.
2. Understand and comply with all regulations, standards, and requirements for working within a secure courthouse environment.
3. Can meet the required or proposed delivery or performance schedule.
4. Have a satisfactory performance record for quality, safety, and work performance.
5. Maintain a record of integrity and business ethics, with appropriate organization, experience, accounting, and operational controls.
6. Carry required insurance and maintain good standing with the Massachusetts Workplace Safety and Health Program.
7. Possess the necessary equipment and facilities.
8. Are otherwise qualified under applicable laws and maintain current certifications and licenses.
9. Complete and pass the required background checks.

EDFS will also make commercially reasonable and diligent efforts to engage subcontractors representing minority- or women-owned businesses, small businesses, and businesses owned by socially or economically disadvantaged persons or persons with disabilities.

6.3.3 Communication & Collaboration

Prior to the Completion Date, Fengate and EDFS will collaborate with DCAMM and the TRC to establish a communications protocol for use during the Lease Term. Because the primary objective of Landlord Services is to support courthouse operations, clear communication and frequent dialogue will be critical to maintaining the building environment without disrupting judicial activities.

Throughout the Lease Term, the Landlord's Asset Manger will serve as the main point of contact for DCAMM and the TRC, with the Site Manager providing day-to-day feedback on Landlord Services performance. To further support coordination, a formal Property Management Committee is recommended. Agendas, responsibilities, reports, and presentation materials will be developed collaboratively to manage meetings, record outcomes, and assign actions. Meeting topics will include tenant complaints related to Landlord Services and advance communication of planned repair work to avoid disruptions.

PROPERTY MANAGEMENT COMMITTEE

Regular, structured meetings give DCAMM clear oversight of service performance, tenant concerns, and planned repairs.

The Site Manager will attend these meetings on behalf of EDFS, reporting on task assignments, quality of workmanship, performance, achievement of contract objectives, and all training and staff management activities. Before each meeting, the Site Manager will coordinate with individual departments to gather agenda items.

6.3.4 Maintenance & Repairs

EDFS will provide scheduled and demand maintenance services 24 hours a day, 365(6) days a year. The on-site Site Manager will lead a technical team of skilled workers dedicated to the site, supported by specialist subcontractors to maintain systems such as elevators and the BAS.

EDFS will provide a Help Desk for courthouse users to request or report property management issues. Requests can be submitted 24/7 by phone or through an online customer service portal, or in person at the Building Maintenance Support office in the basement (Level 00) during business hours. All requests will be logged in the CMMS and tracked through completion.

PROVEN AT COMPARABLE FACILITIES

EDFS has delivered maintenance and repair programs for a portfolio of courthouses, including the 800,000 sf Ontario Court of Justice – Toronto, covering building services, infrastructure, building fabric, and mechanical and electrical systems. Drawing on this experience—and that of its key personnel—EDFS will apply lessons learned to deliver services that are comprehensive, efficient, and effective.

Maintenance manuals, including operational practices, policies, and procedures, will be developed, implemented, and kept updated.

Royal Ottawa Mental Health Centre was procured as a lease-leaseback for which the client leased the premises to the EllisDon consortium, then the consortium leased back the facilities and site to the hospital under a Base Building Lease.



6.3.5 Asset Management Approach

EDFS' integrated asset management approach optimizes the lifecycle of building elements from conceptual design through concession, decommissioning, and replacement of components and systems. EDFS will develop a tailored asset management plan, implemented through the CMMS, to plan, schedule, control, monitor, record, and report all maintenance activities. CMMS information will include:

- Hierarchical-based component identification
- Component, system, and equipment description (make, model, serial number, capacity, location, etc.)
- Maintenance task information including detailed procedures, frequencies, warranty requirements, parts, consumables, regulatory/statutory requirements, occupant notification requirements and required safety protocols
- Asset maintenance history (planned and unplanned, including scheduled maintenance dates)
- Maintenance provider (in-house staff or specialist third party subcontractor)
- Asset condition information including inspection observations

Planning, analysis, and timely execution will enable data-driven decision-making. Capital improvement will be the fundamental basis for the asset management planning.

Asset management planning will be reviewed and updated annually based on lifecycle, risk, and condition analysis, and on historical and predicted maintenance patterns. This information will feed into updates of the Scheduled Maintenance Plan and the rolling Five-Year Maintenance Plan.

Fengate and EDFS will maintain transparent asset management planning to meet Lease requirements and preserve the long-term integrity and serviceability of the Landlord's improvements. The planning process will:

» Prioritize capital projects over a given period based on strategic objectives.
» Forecast capital renewal, replacement, and expansion costs over a given period.
» Forecast capital improvement funding requirements based on long-term savings and cost.



ASSET MANAGEMENT LEADERSHIP - ONTARIO COURT OF JUSTICE

EDFS partnered with system vendors during design to develop detailed asset management plans, aligning lifecycle funding with long-term replacement needs. For example, audiovisual systems were supported by a hybrid maintenance strategy—vendor-led training for on-site staff combined with capital improvement schedules that earmarked funds in specific years for upgrades and component replacement. This approach demonstrates disciplined asset planning and reliable system performance over a 30-year contract.

Scheduled Maintenance Plan

EDFS manages over 300,000 maintenance work orders for more than 100,000 pieces of equipment annually. This experience has shaped a comprehensive program and platform for delivering scheduled maintenance for the Landlord's improvements.

EDFS applies a preventive maintenance approach supported by a Capital Improvement Plan and its proven CMMS. The CMMS serves as the backbone of performance management by recording measurable actions, tracking progress, and supporting continuous improvement.

EDFS will develop and implement the Scheduled Maintenance Plan in accordance with the requirements of the Lease, manufacturers' recommendations, and good industry practices. Through the CMMS, all cyclical maintenance activities will be scheduled, controlled, and monitored. During transition, the CMMS will be populated with:

- Design and installation specifications
- Operating procedures
- Preventive maintenance tasks and frequencies
- Maintenance and repair histories
- Operating efficiencies
- Lifecycle plans for each system and piece of equipment

The CMMS provides a structured framework to support strategic asset management and control via the Scheduled Maintenance Plan. Features include:

» Drill-down hierarchy to show the physical relationship of equipment within the facility.
» Equipment attributes such as location, function, make, model, and serial number.
» Cross-referenced asset numbers for database integrity.
» Tailored reports created as needed.

The CMMS provides a critical advantage by combining complete equipment data (location, type, condition, and attributes) with proven work routines developed from best practices, OEM specifications, and decades of field experience—ensuring maintenance is accurate, consistent, and efficient.

Asset maintenance histories, year-to-date costs, and other asset data will be readily accessible for reporting and analysis. The database will also be made available to DCAMM and the TRC.

The CMMS will generate and distribute scheduled maintenance work orders on a regular basis. All work orders will be maintained electronically as a permanent record of work performed on equipment and systems.



WILKIE D. FERGUSON JR. MIAMI COURTHOUSE

EllisDon delivered a 557,000 sf federal courthouse with 16 district courtrooms, offices for multiple justice agencies, secure public, staff, and detainee circulation, a sally port with detention cells, and 110 indoor parking spaces. The team coordinated with long-term planning, building systems, and security operations while constructing a tunnel connection to the existing courthouse without disrupting daily proceedings—demonstrating capabilities in managing complex, mission-critical facilities with diverse tenants and high security requirements.

Unscheduled Maintenance

EDFS will provide dedicated, site-based management and maintenance staff with the experience and capabilities to respond to unscheduled (demand) maintenance requests. The on-site team will be supported by local subcontractor partners able to handle peaks in demand. EDFS' responsive demand maintenance management will include:

- **Corporate call center processing of requests**, including receipt, priority assessment, application of protocol, CMMS entry, and resource dispatch
- **Work order close-out**, capturing response and rectification details in the system
- **Real-time processing of BAS alarm notifications** through the call center, with immediate assignment for response
- **Provision of qualified staff and subcontractors**, supported by training in the logistical and technical aspects of demand maintenance
- **Proactive inspections** of Justice Center areas to identify issues before they disrupt operations
- **Sensitivity to continuous operational needs** and responsiveness to evolving requirements of DCAMM and the TRC
- **Adherence to all required work permissions** and health/safety procedures

EDFS' call center will accept demand requisitions by phone and electronically. Upon receipt, the CMMS will issue a time-stamped work order based on the specified priority. Response and rectification times will be tracked and logged when acknowledged. Escalation protocols will be followed for emergency issues.

RAPID RESPONSE, DOCUMENTED PERFORMANCE



CMMS time-stamping and escalation protocols ensure the TRC has reliable, traceable response to all unscheduled maintenance needs.

Minimizing Disruptions

Because of the sensitive nature of courthouse operations, EDFS will minimize disruption to tenant activities by scheduling maintenance work around tenant programs wherever possible. Only non-disruptive work—or emergency requests—will be performed during court business hours.

Scheduled maintenance and repair in detention areas will be coordinated with the TRC and the Sheriff's Office and occur when not occupied. If, for example, the Sheriff's office advises that a security situation has changed, work will not take place, and the activity will be rescheduled accordingly.

JUSTICE CENTER OPERATIONS FIRST



Scheduling around tenant programs, performing courtroom work during recesses, and giving advance notice of shutdowns ensures judicial activities remain uninterrupted.

EDFS recognizes that court facilities require flexibility and that scheduled maintenance must sometimes be modified or rescheduled. If an area scheduled for maintenance is in use by the TRC, EDFS procedures, consistent with other managed courthouses, will apply:

- **Scheduled maintenance:** Review area availability with the TRC to determine when work can be performed and reschedule as necessary. Perform work in courtrooms during recesses. Coordinate work in secure detention areas with the TRC and the Sheriff's Office.

» **Demand maintenance or emergency repairs/failures:** Notify the TRC and relevant court operations staff of the maintenance need and estimated completion time, and coordinate access accordingly. For courtrooms, whenever possible, work will be performed during the first available recess.

Preventive maintenance that requires equipment shutdown or would directly impact courthouse activities will be scheduled before or after business hours. Even for off-hours work, EDFS will provide sufficient advance notice, as agreed, of any proposed shutdowns or work that could disrupt operations, allowing contingency planning and coordination.

Emergencies, equipment failures, or other situations requiring immediate response will be communicated through established channels with the TRC. Ongoing updates and reports will be provided to keep all parties informed of status and expected restoration of service.

Internal Environmental Conditions

Meeting facility condition and environmental requirements is especially critical in a courthouse environment. Specifications must address a range of user groups and fluctuating occupancy levels, including staff, courthouse service users, and visitors. They also include space-specific requirements, such as humidity and cooling levels for telecommunications equipment rooms.

EDFS' approach to maintaining internal and external facility condition and environmental parameters began during initial design by integrating property management expertise during design.

By embedding property management personnel with the design team to assess proposed solutions and share operational experience, the design will support the intended usage and meet service and performance standards over time.

EDFS will use BAS monitoring and control functions to track building services performance. Data will verify compliance with environmental parameters such as temperature, humidity, air changes, and filter pressure drops. Alarm functions will alert EDFS staff if conditions approach tolerance limits. Critical alarms will be transferred to the CMMS to generate demand maintenance tasks, providing staff with early warning and the ability to respond promptly. Conditions not monitored by the BAS will be checked on an ongoing basis to confirm compliance. The HVAC system will be re-balanced during the Lease at year six, and every five years thereafter to ensure design intent is maintained and indoor environmental conditions remain in tolerance.

CONTINUOUS ENVIRONMENTAL COMPLIANCE



BAS monitoring, CMMS-linked alarms, and scheduled HVAC re-balancing ensure courthouse spaces consistently meet performance standards.

6.3.6 Vertical Transportation

Functional elevators are essential to the safe and efficient movement of people and materials in a courthouse. EDFS' procurement department maintains comprehensive elevator contracts that cover thousands of units—including courthouse facilities—providing superior service and economies of scale. These contracts give EDFS valuable expertise, consistent reporting, and proven maintenance and repair practices that extend equipment life and functionality.

The selected elevator contractor will conduct regular examinations, cleaning, adjustments, lubrication, and repair or replacement of electrical and mechanical components. Work will be based on wear-and-tear conditions and predictive maintenance recommendations. All services will comply with applicable laws, codes, and standards. The contract also provides for prompt emergency response by qualified technicians.

In EDFS' courthouse facilities currently under management, coordination with court operations managers ensures maintenance and repair activities are scheduled around peak traffic. Only one elevator in a bank may be taken out of service at a time, except in emergencies. Any unit undergoing planned maintenance will be restored immediately if a unit in the same bank requires service.

Contingency Planning

EDFS will collaborate with the TRC to jointly develop detailed contingency plans, including:

- Electrical supply failure
- Emergency generator failure
- Uninterruptible power supply failure
- Water supply failure
- Sanitary waste failure
- Natural gas supply failure
- BAS failure
- Loss of critical plant systems, e.g., lighting
- Structural failure
- Severe weather events
- Seismic events
- Emergencies as declared by authorities

Each contingency plan will define EDFS' role and obligations to support the TRC and the Sheriff's Office emergencies.

Identifying potential emergencies early is essential to limiting their impact. EDFS staff will be trained to recognize risks, monitor environmental and operational conditions, and exercise diligence in identifying threats. When an emergency is identified, the circumstances will be assessed to determine the type of threat and its effect on people, property, or services. Immediate action will be taken (precautionary or reactionary).

PREPARED FOR ANY EMERGENCY

From power and water failures to severe weather, EDFS contingency planning ensures operations can continue safely and reliably.

6.3.7 Quality Assurance & Monitoring

EDFS will develop and implement a Quality Management System (QMS) led by the Site Manager with support from the Performance & Quality Manager. The QMS will drive continuous improvement in Landlord's Services by managing quality through auditing, reporting, management controls, and corrective actions, following industry practice and ISO 9001.

Quality functions will include periodic audits of service performance and support for DCAMM or TRC audits when requested. Audits will be based on contractual performance requirements as well as the expectations of staff, facility users, and the community. They will be developed collaboratively with DCAMM and the TRC to ensure Project goals are planned, tracked, and achieved.

BUILT-IN CONTINUOUS IMPROVEMENT

ISO 9001–based QMS with regular audits ensures Landlord's Services meet contractual requirements and courthouse user expectations.

ONTARIO COURT OF JUSTICE

EDFS joined the design team early to apply whole-life costing and embed maintainability and reliability into the facility. That foundation carried into operations, where asset management plans and hybrid maintenance strategies with system vendors support consistent, long-term performance. Quality was built in from design through delivery of 30 years of facility management.



6.3.8 Landscaping & Snow Removal

Well-kept grounds and approaches reflect positively on a courthouse. Landscaping and snow removal services will focus on cleanliness, appearance, functionality, barrier-free accessibility, and safety across the Justice Center.

EDFS will subcontract an experienced local landscaping and snow removal company with Springfield-area expertise. The subcontractor will keep parking and site circulation areas clear of snow and ice and maintain landscaping in good, aesthetically pleasing condition.

EDFS manages grounds and landscaping at dozens of sites, including courthouses and other high-profile, mission-critical assets. This experience will be applied to plan cost-effective services based on industry standards and benchmarks, with sensitivity to the courthouse's high-profile nature.

Roads and grounds maintenance services will include:



Appendix A7

Access & Opportunity Plan







A7

Access & Opportunity Plan



Gateway Justice Partners (GJP) recognizes that the Springfield Regional Justice Center (Project) is more than a building. Project is a civic investment with the power to shape economic opportunity, expand access to meaningful careers, and strengthen Springfield's diverse communities.

Our Access & Opportunity Plan translates this belief into a structured framework for action, addressing the Commonwealth's four objectives—diverse project leadership, opportunities for wealth creation, meaningful participation of diverse businesses, and employment opportunities—throughout the entire lifecycle of the Project, from design and construction through decades of operations and maintenance.

To achieve these outcomes, the Plan combines proven practices, Springfield-based partnerships, and transparent reporting systems to deliver measurable and lasting benefits.

Through leadership accountability, targeted procurement, and lifelong career pathways, the Project will serve as both a courthouse and a catalyst for equitable growth in Springfield.

Benefits of GJP's Access & Opportunity Plan

- **Diverse leadership:** Structured council with named roles, oversight cadence, and independent validation turns inclusion goals into measurable results.
- **Wealth creation:** Right-sized contracts, prompt pay, and mentor-protégé programs build lasting capacity for local diverse firms.
- **Meaningful participation:** Transparent procurement, outreach forums, and enforced commitments embed equity into every trade package and service contract.
- **Career pathways:** Local hiring, apprenticeships, and O&M jobs create sustained employment for Springfield residents and underrepresented groups.
- **Accountability:** Real-time dashboards, quarterly reports, and annual third-party validation keep commitments enforceable and visible.
- **Community investment:** Extends opportunity beyond construction, aligning with Gateway City and environmental justice priorities.

CASE STUDY

Driving Diversity & Local Economic Impact



Fengate led the $313 million new courthouse project in Clackamas County, OR. As Project Co, Fengate committed to local disadvantaged minority-owned, women-owned, emerging small businesses, service-disabled veterans business (D/M/W/ESB/SDVBE) subcontracting goals along with small business utilization. The commitment provided was based on a philosophy and approach centered on business inclusion, community investment, and workforce development. Outreach goals achieved include:

- 20% D/M/W/ESB/SDVBE on hard construction costs
- 14% of all Project costs to D/M/W firms
- 6% to ESB/SDVBE

Fengate' achieved these goals by identifying meaningful roles, early engagement, and ongoing coordination and support throughout the life of the project.

Objective 1: Diverse Project Leadership

GJP grounds its leadership in accountability that reflects inclusion, transparency, and civic responsibility. For Massachusetts Trial Court (MTC), this means more than aspirational commitments—we are establishing a leadership framework, clear reporting cadence, and independent oversight that translate diversity goals into measurable, enforceable outcomes.

Access & Opportunity Council

We will establish an **Access & Opportunity Council**, chaired by a dedicated **Access & Opportunity Director**, to coordinate the implementation of this plan across design, construction, and operations. The Council will include senior representatives from Fengate, Gilbane, WinnCompanies, and EllisDon Facilities Services (EDFS), and it will be empowered to set expectations, resolve barriers, and publish results.

» **Cadence:** monthly meetings during preconstruction; quarterly meetings during construction and operations.

» **Core functions:** review participation data, validate good faith efforts, oversee corrective action plans, and elevate issues directly to the Project Executive Committee.

» **Named leadership roles:** Shallom Adewale (Community Engagement), Peter Oggeri (Project Delivery Integration), Meghan Pace (Operations and Facilities), and Della Wang (Environmental, Social, and Governance).



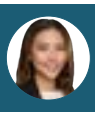
Shallom Adewale - Community Engagement



Peter Oggeri - Project Delivery Integration



Meghan Pace - Operations and Facilities



Della Wang - Environmental, Social, and Governance

Embedding Leadership Across Firms

The Council builds on each partner's existing leadership infrastructure:

Fengate is a signatory of the United Nations-supported Principles for Responsible Investment and integrates environmental, social, and governance principles into all stages of our investment process.

Gilbane's Rising Contractors Program equips small and minority-owned businesses with training, mentorship, and leadership exposure at the executive level.

WinnCompanies' Diversity, Equity & Inclusion Committee sets representation targets and manages initiatives such as the WinningEdge scholarship program and Maintenance Apprenticeship Program, both of which will be tied into Project operations.

EDFS initiatives like the Alliance of Black Employee Experience and Leadership (ABEEL) and the Military & Veterans Employment Program provide ongoing pathways for diverse leadership within operations.

Cultural Ethos & Accountability

Structure provides the framework, but true accountability is rooted in culture. Our firms embrace the principle that we are building more than buildings, and leadership is expected to model values that foster trust and strengthen Springfield's communities.

- Leadership will participate in opportunity forums and matchmaking events, signaling to the market that inclusion is a strategic priority.
- The Council will issue quarterly public-facing dashboards to highlight both commitments and outcomes.
- Independent validation of results will be built into our annual Access & Opportunity Report.

Inclusive Diversity as Leadership Infrastructure

EDFS strengthens the team's leadership framework through permanent, accountable roles: a Head of Inclusive Diversity (appointed 2020) and a Director of Indigenous Relations (appointed 2022). These leaders ensure that inclusive practices are operational — embedding mandatory training, zero-tolerance standards, and reporting mechanisms across all workplaces.

By integrating these structures into the Access & Opportunity Council, the Project team makes inclusion a matter of governance, with results reviewed and reported alongside other leadership metrics.

Proof of Performance

Our leadership teams have a record of exceeding expectations:

Gilbane has delivered multiple DCAMM projects with outcomes far above goal, including the UMass Boston University Hall (40% diverse participation vs. 25% goal).

WinnCompanies consistently surpasses M/WBE and Section 3 hiring requirements—for example, at Prospect Heights in Rhode Island, 63% of labor hours were performed by minorities and women and 33% of contracts went to M/WBE firms.

EDFS's ABEEL program has grown into an all-inclusive industry network that promotes black leadership within and beyond EllisDon.

Objective 2: Opportunities for Wealth Creation

Wealth creation on the Project means equipping local, diverse, and small businesses with the tools to thrive well beyond this project.

GJP is committed to awarding contracts while also building lasting business capacity, addressing systemic barriers, and opening pathways into operations and maintenance.

Understanding the Barriers

Our firms have spent decades working with diverse and small businesses and understand the hurdles they face in competing for major projects. Among the most common:

» Limited capital and bonding capacity
» Insurance requirements that exclude firms from higher-risk packages
» Slow payments and complex paperwork that strain working capital
» Limited visibility with primes, leading to short-lived, transactional opportunities
» Lack of sustained relationships after a project ends

Strategies to Drive Wealth Creation

To address these hurdles, we will deploy tested strategies that transform participation into long-term business growth:

» **Right-Sized Bid Packages:** Bid packages will be scoped and scaled to align with emerging firms' capacity. This reduces barriers and allows diverse businesses to compete on a level playing field.
» **Prompt Pay Programs:** We will issue payments within 15 days, supported by joint checks and direct purchases, to ease cash-flow pressures and help firms build supplier credit.
» **Mentor-Protégé partnerships:** Prime contractors will be paired with diverse subcontractors on complex scopes. This expands technical capacity, creates knowledge transfer, and builds a track record of delivery.
» **Lifecycle Opportunities:** Wealth creation will extend into O&M through multi-year service agreements for custodial work, building systems, and property management. These recurring contracts provide predictable revenue streams that stabilize and grow diverse firms.
» **Negotiated Commitments:** As in past projects, bidders will be required to submit Community Impact and Engagement Commitment Forms. If commitments are sub-par, we will negotiate them upward. Firms unwilling to improve will not advance.

Fengate has demonstrated this approach on large-scale P3s such as the **$1.3B LAX ConRAC** facility, where bid packages were broken down to allow participation by certified firms. The project team engaged more than 400 diverse subcontractors and suppliers through targeted outreach, matchmaking, and long-standing partnerships with community organizations and workforce boards.



Tools & Tracking

We will track wealth creation using both real-time and periodic tools:

» **Community Impact Roadmap** to map bid packages, commitments, and outcomes.
» **B2Gnow** platform for live contract and payment tracking.
» **Quarterly Council Reviews** to validate data, identify underperformance, and implement corrective measures.

Sustaining Wealth Beyond Construction

Unlike many projects where opportunity ends at closeout, Project will sustain wealth creation during operations:

» **WinnCompanies** will continue its record of awarding contracts to M/WBE and Section 3 businesses.
» **EDFS** will extend procurement to local diverse vendors for facilities management, technology services, and supplies, embedding opportunity into the long-term lease period.

Through these strategies, GJP provides confidence that wealth creation will be measurable, enforceable, and lasting—delivering capacity and equity that endure.

Proof of Performance • Opportunities for Wealth Creation

Gateway Justice Partners' firms have delivered results well above goal:



DCAMM Multi-Campus Upgrades Phase 2

16.8% M/WBE vs. 10.4% goal; 17.4% ethnically diverse vs. 15.3% goal.



DCAMM Sharp Building (IL)

23.8% M/WBE vs. 13.% goal; 27.7% ethnically diverse vs. 15.3% goal.



Bridgeton Villas (NJ)

55% of labor hours performed by minorities/ women and 26% by Section 3 residents.



Winn's Mill Street Square (NJ)

5M in M/WBE + Section 3 awards, exceeding project goals by 35%.



LAX ConRAC

Exceeded participation goal with 30.5% SBE and 56.5% LBE.



Clackamas Courthouse

20% of all project costs awarded to disadvantaged businesses

Objective 3: Meaningful Participation of Diverse Businesses

GJP will maximize diverse business participation through a **structured procurement process** that embeds equity at every stage. Our approach is tactical and enforceable, combining field-tested outreach practices with modern accountability tools.

Strategic Procurement Framework

Participation begins long before contracts are awarded. We will design the procurement process to open the door to meaningful engagement:

BID PACKAGING

Scopes will be deliberately sized for emerging firms. Insurance and bonding requirements will be calibrated to allow smaller businesses to compete, while maintaining project risk safeguards.

OUTREACH FORUMS & MATCHMAKING

GJP will host Springfield Opportunity Forums to introduce packages early and provide transparent information on requirements. Matchmaking sessions will connect primes with diverse subcontractors in advance of bidding, ensuring partnerships form before proposals are due. Our robust certified diverse firm database is summarized in **Figure A7-3 on page 189.**

PRE-BID INFORMATION SESSIONS

Scope-specific meetings will walk firms through bid documents, subcontractor commitments, and compliance expectations. These sessions will be scheduled with local organizations such as the New North Citizens' Council and the Urban League to maximize community reach.

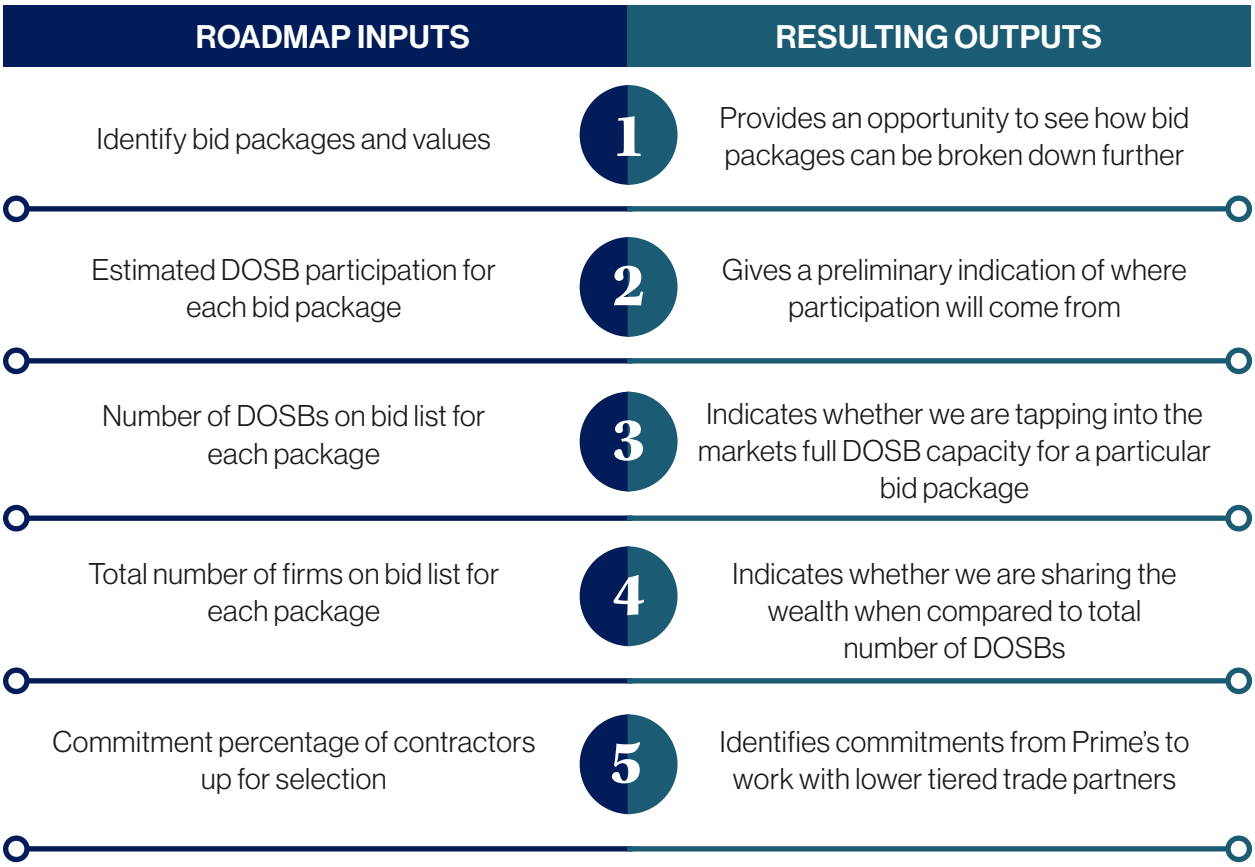
COMMITMENT DOCUMENTATION

All bidders will be required to submit Community Impact and Engagement Commitment Forms, documenting their subcontracting plans. Substandard commitments will trigger negotiations; firms unwilling to improve will not advance.

On the **Prince George's County Schools Bundle Phase 1**, Fengate and Gilbane supported 10 outreach events that attracted more than 800 attendees and 763 diverse firms, including four matchmaking sessions that paired 136 certified firms with over 160 prospective primes. These efforts culminated in 772 subcontract agreements, 3,300 workers, and over 1.5 million labor hours, with 25% of workers drawn directly from Prince George's County.



Figure A7-1. *Community Impact Roadmap — projecting anticipated diverse participation by trade and package, allowing visibility into opportunities across the project lifecycle.*



Safe & Respectful Work Environment

Sustained participation depends on workplaces where all firms and workers can operate without harassment or discrimination.

To reinforce this, the team applies EDFS's Inclusive Diversity framework — zero-tolerance standards, clear reporting mechanisms, and mandatory training on bias, privilege, allyship, and microaggressions — across the project.

These measures protect diverse firms from attrition risks and ensure that participation is achieved at contract award and maintained through delivery.

Capacity Building

Participation is sustainable only when capacity grows. GJP will leverage established programs to strengthen diverse businesses:

- **Gilbane's Rising Contractors Program** has helped dozens of small firms graduate to larger scopes through targeted training in estimating, safety, and project management.
- **Winn's Renaissance Group Partnership** is a certified WBE consultant that has successfully developed diversity strategies nationwide.
- **Mentor-Protégé Pairings** allows primes and diverse subcontractors ti share technical scopes, not just administrative roles, creating true ownership and technical depth.

Tracking & Accountability

Our plan incorporates real-time tracking and corrective measures:

- **B2Gnow dashboards** to capture commitments, awards, and actual payments to diverse firms.
- **Monthly reports to MTC** validating progress against targets.
- **Corrective measures,** including required remediation plans from underperforming subs and re-packaging or re-bidding of scopes if opportunities are not realized.



Figure A7-2. *Engagement Dashboard and B2Gnow Tracking System — providing transparency into awards, buyout progress, and payments.*

Community Impact and Engagement Road Map

Insert Project Name

Insert Project Location

Estimate & Bid Package Establishment						Pre-Bid Receipt DOSB Projection						
Bid Package	Estimated Value	% of Hard Costs	Service Type	Package Status	Focus for GFE Review?	No. of DOSBs on Bid List	Total No. of Firms on Bid List	DOSB % on Direct Bid List	Amount	Potential Subcontracting to DOSBs %	Amount	Base Projection
								0%	$ -		$ -	100%
								0%	$ -		$ -	100%
								0%	$ -		$ -	100%
								0%	$ -		$ -	100%
								0%	$ -		$ -	100%
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								0%	$ -		$ -	100%

EXAMPLE

Community Impact and Engagement Dashboard

Insert Project Name

Insert Project Location

Gilbane EI Road Map Analysis

Project DOSB Goal	20%
DOSB Goal Value	$ -
Estimated & Bid Projection (Starting Point)	**0%**
DOSB Value	$ -
Total Estimated Value	$ -
Awarded/Descoping (Progress to Date)	**0%**
DOSB Value	$ -
Total Awards	$ -
Running Projection (Live Forecast)	**0%**
DOSB Projection	$ -
Cost of Work	$ -
Awarded/Descoping	$ -
Remaining	$ 1
DOSB Projection - Cost of Work	0%
Projected vs. Goal	-20%
All-In Forecast (Including GC/GR's, Insurance, etc.)	
Indirect Cost as % of Cost of Work	12%
DOSB Projection - Total Cost	0%
Projected vs. Goal	-20%

Top Ten Packages

DOSB Projection

Goal	Projection - Cost of Work
20%	0%
	Projection - Total Cost
	0%

Buyout Progress

Completed	Remaining
0%	100%
# of Packages	Avg. Value
0	-

DOSB Projections on Top 10 Packages

	Ranked by Value	Projection
1	0	100%
2	0	100%
3	0	100%
4	0	100%
5	0	100%
6	0	100%
7	0	100%
8	0	100%
9	0	100%
10	0	100%

Cells in red indicate projections below goal, while green represents projections that exceed the project goal.

Performance by DOSB Category (1st Tier)

	Value	Percentage
Caucasian Woman-Owned	$ -	0%
Black-Owned	$ -	0%
Hispanic-Owned	$ -	0%
Asian-Owned	$ -	0%
Native American	$ -	0%
Disadvantaged	$ -	0%
Veteran-Owned	$ -	0%
Minority-Owned	$ -	0%
SDVOB	$ -	0%
SBE	$ -	0%
LGBT	$ -	0%
Other	$ -	0%

Performance by Tier

	Value	Percentage
First Tier	$ -	0%
Second Tier	$ -	0%

Rising Contractor Projection

Value	Percentage
$0	0%

Workforce Projection

Total Workforce	0
Local	0
Woman	0

Proof of Performance • Diverse Businesses Participation



Prospect Heights (RI)

33% of contracts to M/WBEs and 63% of labor hours by minorities and women.



EWR ConRAC

Minority and women business enterprises awarded 38.2% of project contracts.



Gilbane DCAMM Projects

Consistently surpassing goals through proactive bid packaging and matchmaking.



Objective 4: Employment Opportunities

Employment is one of the most visible benefits of the Project, with hundreds of jobs expected to be created. GJP will connect Springfield residents to construction and long-term operations opportunities, creating career pathways that lead to sustained employment and advancement.

Construction Phase Workforce

During construction, we will draw on Springfield-based partners to link residents with jobs, pre-apprenticeships, and apprenticeships.

- **Partnership with New North Citizens' Council (NNCC)** and its "Mano a la Obra" program, which connects local residents to both temporary and permanent construction jobs.
- **Youth Workforce Development** through NNCC programs for ages 15–25, integrated with YouthBuild, Career Exploration, and emotional well-being services.
- **Targeted Outreach** to underrepresented groups, including women in trades, veterans, and returning citizens.
- **Pre-Apprenticeship and Apprenticeship Integration**, connecting new entrants to union pathways and guaranteeing structured wage progression.

Operations Phase Workforce

Unlike many projects where employment opportunities end at closeout, GJP will extend hiring into O&M through EDFS and Winn:

- EDFS can identify roles in building operations, capital repair, and facilities technology.
- Winn initiatives, including:
  - **Maintenance & Property Management Apprenticeship:** 12-month program, 2,000 OJT hours, 150 hours technical training, 98% retention.
  - **ESL for Maintenance:** Customized language education tied to advancement, with graduates nominated to the National Adult Education Honor Society.
  - **Military Spouse Employment Partnership:** Linking families of service members to stable property management careers across 23 states.

Tracking & Metrics

Employment outcomes will be tracked through robust, transparent tools:

- Local hire placement, tracked by Springfield ZIP codes.
- Apprenticeship enrollments and completions.
- Retention rates and wage progression monitored at 90-day, 6-month, and annual intervals.
- Targeted hiring percentages for women, veterans, and returning citizens.

Proof of Performance

Prospect Heights (RI) • 63% of labor hours by minorities and women.

Bridgeton Villas (NJ) • 55% of labor hours by minorities/women and 26% by Section 3 residents.

Winn Apprenticeship Program • 98% retention of graduates in stable, long-term employment.

5 Objective 5: Implementation & Reporting

GJP's Access & Opportunity Plan is a living framework. It will not sit on a shelf; it will be implemented, monitored, and refined across preconstruction, construction, and operations, with reporting that is transparent to MTC and Springfield's community.

Reporting Cadence

Transparency is paramount. Reporting will occur at multiple levels and timeframes:

» **Monthly:** Subcontractor performance reviewed via B2Gnow dashboards; Springfield resident hires tracked by ZIP code; progress shared with MTC project staff.

» **Quarterly:** Access & Opportunity Council meetings produce formal reports for MTC, summarizing leadership representation, contract awards, payments, and workforce outcomes.

» **Annual:** GJP will publish an independent-validated Access & Opportunity Report, with results shared publicly where appropriate to reinforce community accountability.

Corrective Measures

Our approach builds in accountability. If subcontractors fall short of commitments:

» Written remediation plans will be required, with measurable milestones.

» Council oversight will determine whether scopes should be re-packaged or re-bid.

Mentor-protégé relationships may be adjusted to increase support where capacity gaps are identified.

Independent Validation

To reinforce credibility, the annual Access & Opportunity Report will be validated by a third-party diversity consultant. This independent review will certify that commitments, payments, and workforce outcomes are accurate, and will benchmark Project results against similar projects nationwide.

Implementation Timeline

PRECONSTRUCTION — The Access & Opportunity Council will be seated at NTP, publish the Community Impact Roadmap, and host Springfield outreach forums to introduce bid opportunities and connect primes with local diverse firms.

CONSTRUCTION — Monthly monitoring through B2Gnow, weekly subcontractor accountability meetings, and quarterly Council reviews will keep commitments visible and enforceable. If participation falls short, scopes may be re-packaged or re-bid.

OPERATIONS — Winn and EDFS will extend commitments into property management and O&M, embedding supplier and workforce diversity into multi-year service agreements.

Access & Opportunity Commitments

To make our Access & Opportunity Plan tangible and measurable, GJP has translated each objective into a series of commitments with associated Key Performance Indicators (KPIs). These commitments will be tracked using proven tools such as the Community Impact Roadmap, Engagement Dashboard, and B2Gnow system, and will be reported to MTC on a regular basis.

An example of EDFS' commitment to access and opportunities is on the Prince George's County Schools Blueprints Phase II project. EDFS commitment is for a minimum of:

- Prioritize capital projects over a given period based on strategic objectives.
- Forecast capital renewal, replacement costs over a given period.
- Forecast capital improvement funding requirements based on long-term savings and cost.

The table below summarizes the "what, how, and when" of our plan, allowing evaluators to see at a glance the specific actions, metrics, and reporting mechanisms that will guide delivery throughout preconstruction, construction, and the lease term.

Objective	Commitment	Metric/KPI	Reporting Tool	Timing
 **Diverse Project Leadership**	Appoint Access & Opportunity Director	Named at NTP	Council charter	Preconstruction
	Establish Access & Opportunity Council	Council seated; monthly/ quarterly meetings held	Meeting minutes; quarterly report	Ongoing
	Leadership representation	% of leadership roles held by underrepresented individuals	Council tracking	Annual
 **Opportunities for Wealth Creation**	Right-sized bid packaging	Scopes of work to align with the diverse pool of firms available through direct award and lower-tier participation	Procurement logs	Preconstruction / Buyout
	Financial supports	Prompt pay ≤15 days; # joint checks/direct purchase arrangements executed	Contracts & pay records	Ongoing
	Mentor-Protégé partnerships	# of formal mentor-protégé pairings; documented scope ownership	Mentor agreements	Construction
	Lifecycle wealth creation	# and value of multi-year O&M contracts awarded to diverse firms	O&M contract records	Lease Term

Objective	Commitment	Metric/KPI	Reporting Tool	Timing
 **Meaningful Participation of Diverse Businesses**	Diverse bid lists	Minimum # of certified firms per package	Procurement logs	Pre-bid
	Participation targets	% of total construction spend with diverse firms	B2Gnow dashboard	Monthly
	Tracking & transparency	Monthly MTC reports; annual public-facing summary	B2Gnow, Dashboard	Monthly / Annual
	Lifecycle wealth creation	# and value of multi-year O&M contracts awarded to diverse firms	O&M contract records	Lease Term
	Capacity building	# of firms enrolled in Rising Contractors Program or equivalent	Program rosters	Annual
	Maintain safe, respectful work environment	≥95% completion of Inclusive Diversity training for Project staff; % of reported incidents resolved within 10 business days	EDFS training records; incident log summary to Access & Opportunity Council/ MTC	Quarterly
 **Employment Opportunities**	Local hires	# and % of Springfield residents hired, tracked by zip code	Workforce tracking tool	Quarterly
	Apprenticeships	# of apprentices enrolled and graduated	Program records	Annual
	Retention & advancement	90-day retention %; wage progression among new hires	Payroll records	Semi-annual
	Targeted hiring	% of hires from women, veterans, returning citizens	Workforce tracking	Annual
	Operations workforce	# of property management/O&M positions filled by local/ diverse candidates	O&M HR records	Lease Term
 **Implementation & Reporting**	Roadmap & Dashboard	Roadmap published; dashboard updated	Roadmap, Dashboard	Preconstruction + Ongoing
	Transparency	Annual Access & Opportunity Report validated by independent partner	Report	Annual

Figure A7-3. *Robust Diverse Business Database*

GJP draws on a curated database of certified diverse businesses to move quickly from outreach to engagement. This living resource strengthens our procurement framework by broadening competition, reinforcing accountability, and ensuring commitments translate into measurable results.

Category	Firm	Classification
Demolition & Abatement	Excell Construction	MBE
	Synergy	WBE
	It's About Time Logistics	WBE
	Aaxiom	WBE
	SMI Demolition	MBE
	American Environmental	MBE
	Fisher Contracting Corporation	MBE
	Mackay Concrete Corp	WBE
Concrete/Enabling Concrete	Rebars and Mesh	WBE
	Axiom Concrete	WBE
	DHC Services	WBE
	Lindon Group	WBE
	Excell Construction	MBE
	Regis Steel	MBE
	Maia	WBE
	South Coast Steel	WBE
	Stadium Oil	WBE
Masonry	Structural Stone	WBE
	All State Waste	WBE
	Rebars and Mesh	WBE
	Costa Brothers Masonry	WBE
	Fieldstone Veneer Inc	WBE
	Go Trucking LLC	WBE
Structural Steel	Moor Metals	MBE
	TC Ironworks	WBE
	Frank O. Waterman & Assoc	WBE
	Composite Company Inc	WBE
Structural Steel/ Metal Fabrication/Misc. Metals	Buildin LLC	WBE
	Avid Ironworks Inc	WBE
	North Shore Steel Co	MBE
	H B Welding	WBE

Category	Firm	Classification
Millwork/Rough Carpentry	EK Construction	MBE
	J. Thibert Architectural Woodwork Installation	WBE
	Pursuit Construction	WBE
	Excell Construction	MBE
	G&G	WBE
	Choice Services	MBE
Waterproofing	PJ Spillane	WBE
Metal Panels	Bass Associates	WBE
	Architectural Products	WBE
	Front Line	WBE
	Advanced Scaffolding	WBE
	Excell Construction	MBE
	E-Skylight	WBE
Roofing & Flashing/ Spray Fireproofing	Titan Roofing	MBE
	Excell Construction	MBE
	Choice Services	MBE
Exterior Glazing	Architectural Products	WBE
	Front Line	WBE
	Advanced Scaffolding	WBE
	Excell Construction	MBE
Coiling Doors	Willco Sales & Service	WBE
Curtainwall	Blue Star Glass	WBE
	Excell Construction	MBE
Glass & Glazing	Aluminum & Glass Concepts	WBE
	Architectural Products	WBE
Drywall & General Trades	International Mgmt Finishing Systems	WBE
	Angelini Plastering	WBE
	Bedrock Finishing	MBE
	D & W Construction	MBE
	Frank O. Waterman & Assoc	WBE
	Front Line	WBE
General Trades	Excell Construction	MBE
	G&G	WBE
	Choice Services	MBE
	Front Line	WBE
	Ultra Drywall	WBE
	Tara	MBE
	Choice Services	MBE
	The Clean Team	WBE

Category	Firm	Classification
Wood Flooring/ Terrazzo/Carpeting	JJ Curran & Son	WBE
	DePaoli Mosaic Company	WBE
	Ayotte & King for Tile, Inc	WBE
Signage	Clayton (Bluebird)	MBE
	CKM Construction	WBE
	Capital City Construction & Management Services	WBE
	Pursuit Construction	WBE
Building Specialties	Excell Construction	MBE
Detention Equipment	Excell Construction	MBE
	Adnak	WBE
Window Treatments	Contexture, Inc.	WBE
Elevators	United Elevator	WBE
Plumbing	Grasseschi Plumbing & Heating	WBE
	Glionna Plumbing & Heating	WBE
Electrical	Pro AV Systems	MBE
	Certified Connections Inc	MBE
	Turtle & Hughes	WBE
Sitework	Charter	MBE
	Algar Brothers Inc.	WBE
	Capital City Construction & Management Services	WBE
	Coastal	WBE
	Guardrail Solutions LLC	WBE
	Welch Associates Land Surveyors	WBE
	Taibbi	WBE
	Bay State	WBE
	Aaxiom	WBE
	Albanese Brothers	WBE
	Don Martin Company	MBE
	Fabiano Oil	WBE
	Stadium Oil	WBE
	Frank O. Waterman & Assoc	WBE
	K5 Corporation	WBE
	The Edwards Group	MBE
	Old Station Outdoor & Landscape Supply	MBE
Improvements & Landscaping	Structural Stone	WBE
	M.E. O'Brien & Sons	WBE
	Excell Construction	MBE
	Go Trucking LLC	WBE

Category	Firm	Classification
Site Concrete	Rebars and Mesh	WBE
	Regis Steel	MBE
General Labor	Front Line Inc.	WBE
Dumpsters	All State Waste	WBE
	Fisher Contracting Corporation	MBE
Final Cleaning	D A Boston Services	MBE
Food Service Equipment	Culinary Concepts	MBE
Office Trailers	Modulease Corporation	WBE
Office Trailer Setup	Westview Building Company	MBE
Public Outreach Services	City Point Partners LLC	WBE
Site Security	Alliance Detective	WBE
Site Fencing	CAAN Fence	MBE
Surveying	Welch Associates	WBE
Synthetic Turf Surfacing	Boston Turf	WBE
Trailer Cleaning	AM Cleaning	WBE
Pest Control	GES Pest Control	WBE

Appendix A8
Cost & Financing









A8

Cost & Financing



7.1 Total Annual Rent

In line with DCAMM's preference, Gateway Justice Partners (GJP) has provided in the Lease Proposal form a gross, flat Annual Rent that includes the cost of all Landlord's Improvements, Landlord's Services, and Capital Improvements for the duration of the 40-year initial term.

Given the lease duration, we propose that the best value is a Modified Gross Lease, with utilities, insurance and property tax (during operations) charged to the tenant on a direct pass-through basis.

GJP has several options to significantly reduce the property tax charged to the Justice Center in this location and is open to including the property tax within the Annual Rent amount if directed by DCAMM.

GJP is also able to provide other lease structures such as a Triple Net Lease (or similar), if that is DCAMM's preference. The financing approach would be adjusted based on the final lease structure to ensure best value to the Commonwealth.

We have provided below alternative Annual Rent profiles for DCAMM to consider.

Benefits of GJP's Cost & Financing Approach

- **Predictable costs:** Flat gross rent structure includes all improvements, services, and capital replacements, delivering long-term budget stability.
- **NPV Savings:** Sculpted or step-down rent structures spread costs efficiently, reducing total and NPV lease obligations for the Commonwealth.
- **Energy performance:** LEED Silver design with geothermal and solar integration lowers utility costs and supports 2050 decarbonization goals.
- **Financial resilience:** Competitive equity contributions and fixed-rate debt provide stable pricing, with private placement flexibility and lender redundancy minimizing execution risk.
- **Ownership value:** Automatic transfer or purchase option at lease end secures long-term control of a purpose-built justice facility at no added cost.
- **Operational efficiency:** Advanced building management system optimizes energy use, reduces consumption, and lowers tenant pass-through expenses.

7.1.1 Ownership at Lease End

The Commonwealth Office Lease contemplates that the Landlord will retain ownership of the premises at the end of the 40-year term.

While this approach is appropriate in many circumstances, it may not provide the best value for the Commonwealth for a purpose-built facility like the Springfield Regional Justice Center (the Project, SRJC). Such a unique facility is likely to have the highest residual value to its existing user.

On this basis, our Lease Proposal is currently structured, at no additional cost, to provide an automatic transfer of ownership for the entire building and the land on which it is located, to the Commonwealth at the end of the 40-year term. If this is not DCAMM's preference, this transfer can be removed.

7.2 Landlord's Improvements

7.2.1 Construction Budget

GJP's full construction budget, inclusive of hard and soft costs is provided at the end of this section.



OPTIMIZED COURTROOM CEILING HEIGHTS

Recently the Clackamas County Circuit Courthouse successfully deployed 12'-6" ceilings in 1,600SF jury courtrooms, and in 1,100SF non-jury courtrooms without compromising the civic quality and prominence of the rooms themselves.

7.2.2 Landlord Improvement Exclusions

The Total Annual Rent includes the cost of all work necessary to comply precisely with Landlord's Improvements in Section B-2, Section B-3 and Section B-4 with the following clarifications:

1. Level 03 of the building, which includes six Probate and Family Courtrooms, uses a proposed floor-to-floor height of 16'-0". The courtrooms on this level will not meet the required 16'-0" ceiling height at the judge bench. GJP recommends the proposed design, which sets the ceiling height at 13'-0". Courtrooms of this scale lend better to lower ceiling heights ranging from 12-14', will perform better acoustically, and feel more appropriately scaled to the users within them. If Level 03 maintains the recommended floor-to-floor height of 16'-0" the building will be below the maximum occupiable floor height for low-rise buildings, which brings a savings to the project in less façade material and eliminates mechanical equipment for stair pressurization. We have found the prominence of the judge bench, and stature of the room is not diminished by ceilings of this scale.
2. 20% of all parking spaces on-site will be dedicated to electric vehicle charging as per the RFP requirement. On the Date of Occupancy, a dedicated EV charging port will be installed at 5% of the spaces and the remaining 15% will be EV-ready with all necessary conduit and wiring ending with a terminal junction at the space. Charging ports will be added to these spaces as demand requires. EV charging is provided in two Reserved & Secured parking spaces under the building.
3. Due to our proposal being a purpose-built single tenant building, GJP assumed that all spaces in the SAFS are deemed Usable Area. Please refer to Volume 2 Usable/Rentable Plans for each level.

4. The Landlord has reviewed the Technical Exhibits that accompanied the RFP and has endeavored to submit a price proposal in-line with the spirit of those documents in the limited RFP time frame. As the design progresses, consultation with DCAMM and the Massachusetts Trial Court will determine the project specific requirements in further detail. For example: materials of construction for all electrical and low voltage raceways for each space-type and security-type.
5. At this time, GJP has excluded assessment of finishes or spatial requirements in photographs of other courthouses shown in the Space Design Parameters. For example, the inclusion of photographs showing linear wood ceilings in the technical writeup is assumed not to translate directly into materials selection for this project, either on a spatial or material of construction basis. GJP has assumed the photographs in the Space Design Parameters are contextual only with respect to general look and feel. For example, terrazzo is shown in photographs and our proposal does not currently include terrazzo.

7.2.2 Best Value Design Decisions

Geoexchange

GJP has provided a Geoexchange Building Conditioning System, instead of a more capital-cost-effective Air-Source-Heat-Pump System. While alternative solutions are available at a cost saving to the Commonwealth, GJP feels the current design approach aligns with Commonwealth decarbonization goals and is financially viable over long lease term due to savings in utility costs. GJP has assumed DCAMM will take this into account when assessing the proposal on a Best Value approach. The utility cost saving is estimated at $15m with the break-even date on the system to be between years 20-25.

Low-Rise Design

GJP has provided a 5 stories above grade design for the following reasons:

- A non-high-rise edifice is more cost effective.
  - A low-rise is easier to maintain, resulting in a lower rent.
    - A low-rise is less reliant on elevators.
    - The ratio of envelope square footage to gross square footage is superior for a large floor plate, resulting in tenant utility savings.
  - A low-rise edifice enhances operational efficiencies between like departments working in partnership by increasing opportunities for desired on-floor adjacencies. Vertical transport of detainees from lower-level holding areas to court floors is expedited, allowing court calendars to proceed in a timely manner. In addition, the low-rise design achieves area efficiencies by avoiding repetition of shared staff and building support areas over multiple floors.
  - A low-rise edifice is more economical for construction, which will result in lower rent, USF to USF.
  - The construction schedule of a low-rise building will be shorter resulting in capital and financing savings and faster occupancy.
- A low-rise design promotes ease of use and wayfinding with its ability to bring all high-volume public functions to the lower levels of the building. Limiting the need for vertical movement and providing direct lines of site to key departmental entries and public counter areas. This intuitive wayfinding approach simplifies usability for first time users and those arriving under stress. .
- A low-rise building will be more attractive to the Authorities Having Jurisdiction (AHJ) with respect to Fire Codes, Pumper Truck Access, and Fire Alarm Compliance Testing at the end of the Project. This results in the following

benefits to the Tenant:

- » Derisking of the project from an AHJ approval standpoint, meaning that the project is less likely to be delayed either during design or construction.
- » There will be less onerous spatial constraints to accommodate fire protection and safety systems imparted upon the project on a low-rise building than on a high-rise.

7.2.3 Additional Parking Options

The GJP base proposal provides 722 onsite parking spaces at no cost to staff or visitors to the Justice center. The following additional parking options could be provided (for increased Annual Rent) at the direction of DCAMM.

Underground Secure Parking

Exemption (n) - security or safety of persons or buildings

Parking Structure (500 Spaces)

The site provides several opportunities for a structured parking garage with a recommended location between Courthouse Drive and the existing rail line to the north of the Justice Center. A five-level structure with approximately 500 spaces would integrate with the Justice Center and site design in addition to the adjacent surface parking to provide 1000+ total parking spaces on the site.

158 Avocado Street (181 Spaces)

In discussions with this adjacent landowner, they would be agreeable to providing additional parking for the Justice Center which is easily accessible by the Connecticut River Walk path. This site currently has 58 existing spaces and could be expanded to 181 spaces. This space would be leased by the Justice Center Landlord.

180 Avocado Street (603 spaces)

In discussions with this adjacent landowner (Hampton Farms), they would be agreeable to moving their facility and operations to another equal or better location within the City of Springfield to be provided by the Landlord to allow the Hampton Farm land to be purchased and building be demolished. Noting the size of the land (304,000 square feet), this would allow for a significant amount of additional Justice Center parking (approximately 603 spaces) and/or enhanced access and the possibility of future development and collocation of other State Agency office buildings and uses. Should this expanded site area and additional surface parking be of interest to DCAMM, GJP can provide a detailed project cost.

Parking under I-291(350 spaces)

GJP has not included the existing ~350 parking spaces under I-291 (between E Columbus and Main Street) in the proposal, however they are within a quarter mile of the Justice Center main entrance and are owned by Commonwealth of Massachusetts (and not currently in use).

7.3 Landlord's Services

All Landlord Services are included in the Annual Rent provided in the Lease Proposal Form. A cost saving alternative to Section B-1 is included in the Annual Rent in the Lease Proposal Form in relation to the refresh frequencies of painting and flooring. As a cost saving to the Commonwealth, we have taken a condition-based re-finishing approach to painting and flooring based on the product selection used in the Landlord Improvements with a whole of life cost assessment approach and expected useful life.

Over the term, this provides a $13 million saving to the Commonwealth and reduces disruption to operations of the Massachusetts Trial Courts. GJP can adjust this approach on direction from DCAMM to revert to the Section B1 frequencies prescribed if preferred. *Please refer to Appendix A5 Capital Improvements and Capital Reserve for a detailed replacement schedule.*

7.4 Cost Reductions

In line with DCAMM's preference in the Lease Proposal Form, GJP is providing a flat gross rent that levelizes the annual payment across the term. In addition, we have analyzed alternative Annual Rent structures that could further reduce total costs for the Commonwealth while maintaining predictability.

While not required, these alternatives are presented for consideration as potential Best Value initiatives.

7.4.1 Rent Payment Step-Down

GJP analyzed several cost-saving measures to enhance value and deliver the most cost-effective proposal. One option is to fully repay senior debt by Project Year 30 rather than carrying debt through the entire 40-year concession period.

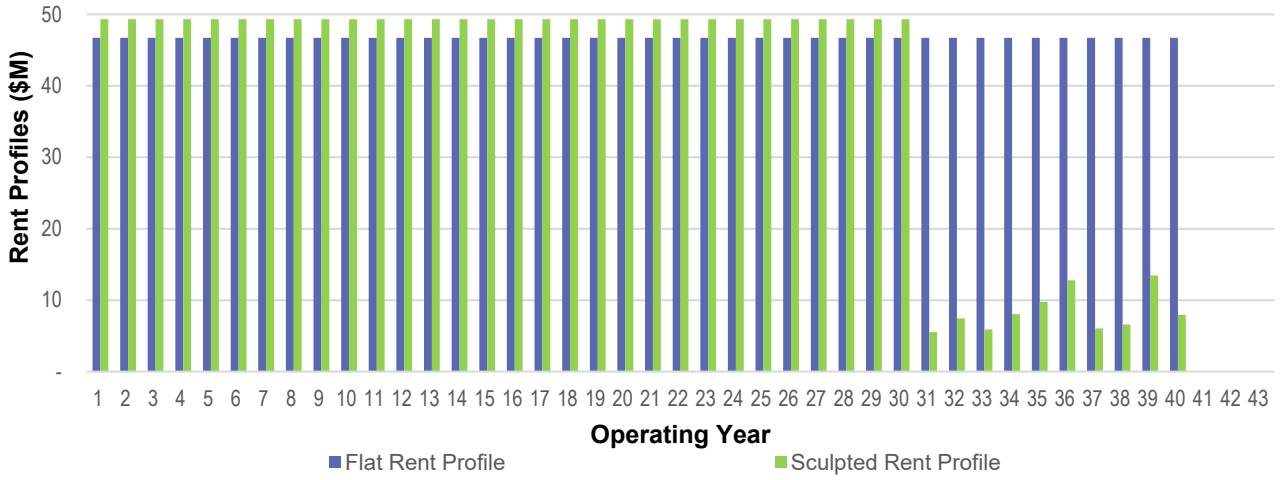
Under this structure, the Commonwealth would pay a flat rent for the first 30 years, sized to cover ongoing operating costs and accelerated debt service.

Beginning in Year 31, rent would decrease significantly with the elimination of debt service costs reducing the Commonwealth's total rent obligation across the 40-year term.

The tradeoff is that capital repayments are front-loaded, resulting in incrementally higher annual rent payments during the first 30 years compared to GJP's base-case projections.

Scenario	Flat Rent Payment	Rent Step-Down in Year 31	Delta
Operating Year One Annual Rent Payment	$46,713,300	$49,332,300	$2,619,000
Average annual Rent Payment over Concession	$46,713,300	$39,087,660	($7,625,640)
Total Rent over Concession	$1,868,532,000	$1,563,506,409	($305,025,591)
NPV of Rent Payments [1]	$696,948,800	$672,164,174	($24,784,625)

(1) Discounted to Financial Close using a 5% discount rate



Annual Rent (Total $/yr)	Year 1	Year 2	Year 3	Year 4	Year 5
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 6	Year 7	Year 8	Year 9	Year 10
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 11	Year 12	Year 13	Year 14	Year 15
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 16	Year 17	Year 18	Year 19	Year 20
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 21	Year 22	Year 23	Year 24	Year 25
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 26	Year 27	Year 28	Year 29	Year 30
Base Amount for Rent:	49,332,300	49,332,300	49,332,300	49,332,300	49,332,300
Annual Rent (Total $/yr)	Year 31	Year 32	Year 33	Year 34	Year 35
Base Amount for Rent:	5,529,247	7,454,624	5,916,136	8,046,970	9,763,090
Annual Rent (Total $/yr)	Year 36	Year 37	Year 38	Year 39	Year 40
Base Amount for Rent:	12,792,789	6,042,342	6,580,242	13,461,355	7,950,613

However, the Commonwealth would receive an overall total savings in rent payments of $305 million by the end of the 40-year concession. Shortening the senior bond's weighted average life would also generate incremental savings by lowering the overall coupon rate.

The Rent payments after the step-down are show as fluctuating to match the associated costs in years 31 through 40. A flat rent payment during the step-down period can also be considered. Operating costs and capital improvements during this period would still be established at financial close removing the risk of unexpected cost escalations.

7.4.2 Triple Net Lease

In the event the Commonwealth would prefer a triple-net lease structure, GJP can provide an alternative Annual Rent profile which would result in approximately $4.15 - $5 million reduction in Annual Rent due to the pass through of some Landlord Services and Capital Improvement costs and a revised approach to financing.

Support letters from industry-leading capital providers provided at the end of this section:

1. MetLife Investment Management, LLC
2. Sun Life Management (SLC)
3. Swiss Re America Holding Corporation
4. Manulife
5. BlackRock Financial Management, Inc.
6. CaixaBank, S.A.
7. MUFG Bank, Ltd.
8. National Bank Capital Markets
9. Bank of Montreal
10. Canada Life Assurance Company

7.5 Financing Approach

GJP proposes a capital structure built on equity and long-term fixed-rate debt to minimize the cost of capital, provide stability over the 40-year lease, and deliver certainty of achieving Financial Close.

This approach is taken on our public long-term lease projects to remove all refinancing risk, ensure landlord continuity and provide asset stability for the tenant in operation critical assets such as Justice Centers. GJP will progress the financing workstream in parallel to lease negotiations to ensure committed financing agreements are in place prior to lease execution allowing financial close to occur within 48 hours of lease execution to mitigate changes in financial markets.

These approaches are considered a minimum standard for a Justice Center in the best interest of the Commonwealth to ensure delivery on all commitments made in the Lease.

7.5.1 Equity

Capital contributions will be provided by GJP Equity Members - Fengate, Winn, and Opal. Equity is a core component of the structure, with Fengate among the most competitive equity investors in the market.

Each Equity Member will make low-cost contributions of cash or land that keep meaningful alignment with the Commonwealth over the term of the Lease. Equity will be injected after full utilization of available debt to reduce the weighted cost of capital and improve overall efficiency.

7.5.2 Debt

GJP has begun sounding the market for long-term US bond and bank solutions to secure the lowest all-in financing cost. Leading up to Financial Close, GJP will maintain competitive tension through a parallel process across multiple financing options, negotiate a fully committed debt package, and complete a comprehensive commercial and due-diligence framework. Redundancy will be incorporated in lender support to limit execution risk and preserve timetable certainty.

Private Placement Long-Term Bonds

The private placement market offers flexibility to tailor terms and achieve Project objectives. Historically this has been the lowest cost financing approach for projects providing a 40-year fixed Landlord Services and Capital Improvement amount. The Finance Team will determine whether a rated or unrated product delivers the lowest total cost of capital for GJP and the Commonwealth after accounting for transaction, legal, and ratings costs.

A private placement can enable unrated issuance, where lenders rely on internal credit processes instead of third-party ratings to create potential savings, versus traditional rating pathways and streamlining the path to Financial Close.

This route allows DCAMM to benefit from

tailored terms, minimized negative carry during construction, and a streamlined pathway to Financial Close - without changing any of the underlying risk allocation.

Private placement bond debt can be structured with two draw profiles to fund construction costs:

» **Upfront Draw:** All proceeds are drawn at Financial Close, with interest accruing on Day One. To offset upfront interest carry, proceeds are deposited into an investment-grade, bank-issued Structured Deposit Note to earn a nominal return; funds are released monthly to match construction outflows, reducing inefficiency versus holding idle cash.

» **Delayed Draw:** Proceeds are drawn monthly as needed during construction. Interest accrues only on drawn amounts; undrawn principal is subject to commitment fees that are typically a fraction of the drawn credit spread, materially reducing negative carry relative to an upfront draw.

As part of the RFP process, the Finance Team solicited indicative pricing from established lenders. Early indications suggest that, for a rated solution (assumed AA), the all-in interest rate for a private placement facility is anticipated to be between 5.45–6.00%. Prior to Financial Close, rates will be refreshed and the lender group finalized through a competitive funding process.

GJP and the Finance Team bring extensive experience structuring long-term rated and unrated taxable bonds for large-scale and P3 projects. Given robust investor demand for long-duration infrastructure assets, the Project is expected to attract ample interest from debt investors.

Short-Term Debt or Senior Construction Facility (Alternative Financing Option)

Construction-period financing can be provided via short-term instruments, such as term loans, short-term bonds, or a revolving credit facility, to reduce the amount of long-term fixed debt. These facilities are typically repaid from any Commonwealth capital milestone payment at substantial completion payments. Advantages include revolving capacity (if milestone payments are used) and access to a larger capital pool, increasing competitive tension.

This financing approach can reduce construction-period interest carry and the size of long-term debt, improving overall financing efficiency and supporting more competitive pricing.

While GJP understands the Commonwealth is not currently contemplating a milestone payment, if DCAMM later elects to introduce any upfront capital payments, we can source the requisite short-term financing. This is a method we commonly see on our courthouse projects to substantially reduce the overall rent profile for tenants should they have any upfront capital available.

CASE STUDY

Innovative Financing: LAX ConRAC



Fengate delivered the $1.3B LAX Consolidated Rent-A-Car project using a short-term construction revolver repaid at construction completion, alongside long-term fixed-rate private-placement notes placed with MetLife, Canada Life, and Legal & General. The bonds achieved an A3 rating from Moody's and were ten times oversubscribed, resulting in yield compression—demonstrating strong market appetite for this structure and the ability to drive competitive pricing.

US DOT Build America Bureau Loans and IRA Act Tax Credits (Alternative Financing Option)

Fengate's US Chairman of Infrastructure, Martin Klepper, was the first Executive Director of the US Department of Transportation's Build America Bureau (2016-2019) and was instrumental in the development of RRIF/TIFIA loan program including securing loans for the $550M Moynihan Train Hall, PA and the $1.2B Transform 66 Express Lanes, DC.

The GJP site is within the required proximity to Union Station to qualify for a loan, however the program is currently undergoing some changes that we will continue to monitor. Fengate is in constant contact with the Build America Bureau due to other project loans and will continue to assess the viability of a loan for the Justice Center project. Historically the program has added a significant preconstruction duration to projects and therefore we have not included this option in our base financing assumptions noting the urgency of occupancy for the new Justice Center.

Martin has secured Inflation Reduction Act investment and production tax credits on several Fengate projects and will pursue the full investment tax credit of 30% due to our geothermal design. The benefit of these tax credits has been included in the Annual Rent profile.

501 (c) (Alternative Financing Option)

Given the operational demands of a Justice Center, Fengate will not pursue a 501(c) structure for this Project. A 501(c) model generally requires a hands-off posture by the borrower during the lease term, which is misaligned with active, on-site operational management. Fengate and EDFS, as dedicated courthouse asset specialists, will provide proactive, day-to-day management to support reliable operations for tenants and visitors.

This continuity across all phases, combined with a consistent on-site presence, enables direct communication with tenants and stakeholders and supports dependable daily performance.

7.5.3 Timeframe for Achieving Financial Close

GJP is focused on minimizing risk between Lease signing and Financial Close. The team's experience, early lender engagement, and redundancy in funding support execution certainty and schedule discipline.

"As the financial advisor to Clackamas County for their P3 Courthouse project, we found Fengate to be an outstanding partner throughout the pre-development process. From the start they adopted a spirit of partnership and collaboratively worked with the County to develop innovative solutions and approaches to the building that helped save money while meeting or exceeding quality and functionality standards.

In addition, their financial expertise allowed them to develop an innovative financing structure that enabled the raising of all the necessary capital in very volatile markets at very attractive rates, and to propose creative risk mitigation products that ensured the County would not exceed its affordability thresholds.

Their expertise, experience, and ability to execute were significant contributors to the rapid and successful financial close of the project."

-Jim Ziglar, Rebel IMG,
Financial Advisor for Clackamas County



Fengate & NBF won Best Social Infrastructure Project at the 2024 P3 Awards for the New Clackamas County Circuit Courthouse

For DCAMM, this approach provides confidence in competitive pricing, marketability, and a reliable schedule to Financial Close by August 2026.

To ground the proposal in current market information, GJP and its financial advisor advanced the following workstreams prior to submission:

» Conducted debt market soundings with a broad pool of short- and long-term lenders across bank and private placement markets.

» Developed and circulated a Preliminary Information Memorandum, Bank Questionnaire, and Bond Questionnaire to prospective lenders.

» Solicited early indications of interest and indicative pricing for long-term bond and bank solutions.

» Received construction and operations cost and schedule inputs from Gilbane (Design and Construction) and EFDS (Landlord Services and Capital Improvements).

» Engaged Leo Berwick for a preliminary tax and accounting review.

Next Steps Upon Conditional Selection

Fengate and its financial advisor will progress an efficient path from Landlord selection to Financial Close:

1. Negotiate and finalize the Lease with the Commonwealth.
2. Conduct a final market sounding with interested, highly capable lending institutions to secure final pricing and finalize the lender club.
3. Finalize pricing and schedule inputs from Gilbane and EDFS based on DCAMM's direction on accepted alternatives or cost saving options.
4. Finalize the financial model and complete audit and tax reviews.
5. Complete, as applicable, the rating agency process, underwriter diligence, and negotiation/finalization of project and financing documentation.
6. Reach Financial Close.

GJP' P3/AFP Financing Capabilities

GJP's Equity Members and financial advisor, National Bank Financial Inc. (NBFI), New York, have extensive experience financing large-scale P3/AFP projects:

- **Scale:** More than $100 billion in projects financed.
- **Track record:** NBF's portfolio includes 83 project finance transactions valued at over $69 billion, such as the Prince George's County Public Schools Phase 1 Project with Fengate and Gilbane.
- **Expertise:** Personnel with deep experience in capital markets, private placements, and commercial banking, with demonstrated success structuring, modeling, optimizing, and executing complex financings.
- **Courthouse focus:** Proven record financing courthouse development projects across North America, such as Clackamas Courthouse.
- **Market engagement:** GJP has already begun soliciting interest among relationship funders in the bond dealer and private placement markets to secure competitive funding.
- **Reputation:** GJP's team members are viewed by the lending community as trusted partners with a consistent history of successful delivery.

This depth of financing expertise and established lender relationships gives the Commonwealth confidence that the Project will attract strong investor interest, achieve competitive pricing, and reach Financial Close on schedule.

Construction Budget



Sutter County Superior Courthouse
DLR Group



Pinellas County Family Courts
DLR Group

Fengate
SPRINGFIELD REGIONAL JUSTICE CENTER
Springfield, Ma
CONCEPT ESTIMATE - R4 - GOLD DELIVERABLE
October 15, 2025
R4.1 - Send to Client

Estimate Summary - by Location

Description	01 Justice Center Base Budget 337,526	$ per SF	02 Site Enabling Base Budget 2	$ per Acre	03 Parking Base Budget 600	$ per Car	04 Site Development/Offsite Improvements Base Budget 23	$ per Acre	BASE BUDGET Total All Areas 337,526	$ per SF
01A Site Services	$ 6,500,000	$ 19.26	$ 100,000	$ 50,000.00	$ 30,000	$ 50.00	$ 130,000	$ 5,652.17	$ 6,760,000	$ 20.03
01B Hoisting & Picking	$ 928,770	$ 2.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 928,770	$ 2.75
01C Next 150 Interirm Clean-up and Safety	$ 3,500,000	$ 10.37	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000	$ 10.37
01D Final Cleaning	$ 323,046	$ 0.96	$ -	$ -	$ -	$ -	$ -	$ -	$ 323,046	$ 0.96
02A Demolition & Abatement	$ -	$ -	$ 2,001,100	$ 1,000,550.00	$ -	$ -	$ -	$ -	$ 2,001,100	$ 5.93
03A Cast-In-Place Concrete	$ 9,471,321	$ 28.06	$ 116,750	$ 58,375.00	$ 101,600	$ 169.33	$ 695,816	$ 30,252.87	$ 10,385,487	$ 30.77
04A Masonry	$ 3,217,500	$ 9.53	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,217,500	$ 9.53
05A Structural Steel	$ 18,454,500	$ 54.68	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,454,500	$ 54.68
05B Misc Metals	$ 1,658,815	$ 4.91	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,658,815	$ 4.91
06A Rough Carpentry	$ 1,188,060	$ 3.52	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,188,060	$ 3.52
06B Millwork & Finish Carpentry	$ 11,633,276	$ 34.47	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,633,276	$ 34.47
07A Damproofing & Waterproofing	$ 874,526	$ 2.59	$ -	$ -	$ -	$ -	$ -	$ -	$ 874,526	$ 2.59
07B Roofing	$ 2,498,000	$ 7.40	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,498,000	$ 7.40
07C Fireproofing	$ 1,336,341	$ 3.96	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,336,341	$ 3.96
07D Firestopping	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
08A Building Envelope	$ 26,229,180	$ 77.71	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,229,180	$ 77.71
08B Doors/Frames/Hardware	$ 3,450,000	$ 10.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,450,000	$ 10.22
08C Interior Glass & Glazing	$ 687,500	$ 2.04	$ -	$ -	$ -	$ -	$ -	$ -	$ 687,500	$ 2.04
08D Overhead Doors & Dock Equipment	$ 500,001	$ 1.48	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,001	$ 1.48
09A Framing & Drywall	$ 18,638,341	$ 55.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,638,341	$ 55.22
09B Painting & Wallcovering	$ 1,554,339	$ 4.61	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,554,339	$ 4.61
09C Tile	$ 3,450,500	$ 10.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,450,500	$ 10.22
09D Flooring - VCT, Carpet, Resilient	$ 2,387,000	$ 7.07	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,387,000	$ 7.07
09E Acoustical Ceilings	$ 4,153,955	$ 12.31	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,153,955	$ 12.31
09F Epoxy Flooring and Polished Concrete	$ 577,000	$ 1.71	$ -	$ -	$ -	$ -	$ -	$ -	$ 577,000	$ 1.71
10A Specialties	$ 607,547	$ 1.80	$ -	$ -	$ -	$ -	$ -	$ -	$ 607,547	$ 1.80
10B Signage	$ 315,000	$ 0.93	$ -	$ -	$ -	$ -	$ -	$ -	$ 315,000	$ 0.93
11A Detention Equipment	$ 2,750,039	$ 8.15	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,750,039	$ 8.15
11B Food Service Equipment	$ 208,500	$ 0.62	$ -	$ -	$ -	$ -	$ -	$ -	$ 208,500	$ 0.62
12A Window Treatment	$ 537,500	$ 1.59	$ -	$ -	$ -	$ -	$ -	$ -	$ 537,500	$ 1.59
12B FFE Furnish & Install	$ 5,059,746	$ 14.99	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,059,746	$ 14.99
14A Elevators	$ 3,987,000	$ 11.81	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,987,000	$ 11.81
21A Fire Protection	$ 5,231,653	$ 15.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,231,653	$ 15.50
22A Plumbing	$ 4,894,890	$ 14.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,894,890	$ 14.50
23A Mech Equipment - Direct Buy	$ 3,574,759	$ 10.59	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,574,759	$ 10.59
23B HVAC - Airside	$ 12,319,699	$ 36.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,319,699	$ 36.50
23C HVAC - Waterside	$ 16,876,300	$ 50.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,876,300	$ 50.00
23D ATS / Controls	$ 3,375,260	$ 10.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,375,260	$ 10.00
23E Testing & Balancing	$ 1,687,630	$ 5.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,687,630	$ 5.00
26A Electrical	$ 24,084,264	$ 71.36	$ -	$ -	$ 676,494	$ 1,127.49	$ 2,351,513	$ 102,239.71	$ 27,112,272	$ 80.33
26B EV Charging	$ 69,054	$ 0.20	$ -	$ -	$ 1,087,593	$ 1,812.65	$ -	$ -	$ 1,156,646	$ 3.43
27A Tel/Data	$ 3,496,103	$ 10.36	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,496,103	$ 10.36
27B AV	$ 6,992,206	$ 20.72	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,992,206	$ 20.72
28A Fire Alarm	$ 1,942,279	$ 5.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,942,279	$ 5.75
28B Security	$ 5,826,838	$ 17.26	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,826,838	$ 17.26
31A Earthwork/Site Prep/Site Utilities	$ -	$ -	$ 11,280,696	$ 5,640,348.00	$ 4,887,052	$ 8,145.09	$ 9,765,212	$ 424,574.42	$ 25,932,960	$ 76.83
32A Landscaping / Site Improvements	$ -	$ -	$ -	$ -	$ 436,979	$ 728.30	$ 7,670,389	$ 333,495.17	$ 8,107,368	$ 24.02
33A Geothermal	$ -	$ -	$ 8,253,000	$ 4,126,500.00	$ -	$ -	$ -	$ -	$ 8,253,000	$ 24.45
Subtotal Trade Costs	**$ 227,048,237**	**$ 673**	**$ 21,751,546**	**$ 10,875,773**	**$ 7,219,718**	**$ 12,033**	**$ 20,612,930**	**$ 896,214**	**$ 276,632,431**	**$ 820**
Total Indirect Costs	**$ 108,991,470**	**$ 323**	**$ 10,441,539**	**$ 31**	**$ 3,465,729**	**$ 5,776**	**$ 9,894,961**	**$ 430,216**	**$ 132,425,903**	**$ 392**
Total Construction Cost	**$ 336,039,707**	**$ 996**	**$ 32,193,085**	**$ 10,875,804**	**$ 10,685,447**	**$ 17,809**	**$ 30,507,891**	**$ 1,326,430**	**$ 409,058,334**	**$ 1,212**

Fengate
Springfield Regional Justice Center
Springfield, Ma.

Conceptual Estimate - Gold Deliverable
10/15/2025
Rev.4

01 Justice Center

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
01A Site Services	**337,526 sf**	**$19.26 / sf**	**$6,500,000**
Z1010 Site Services		**$19.26 / sf**	**$6,500,000**
Z1011 Site Services		**$19.26 / sf**	**$6,500,000**
Site Services	1.00 ls	$6,500,000.00 /ls	$6,500,000
01B Hoisting & Picking	**337,526 sf**	**$2.75 / sf**	**$928,770**
Z1050 Temporary Facilities & Controls		**$2.75 / sf**	**$928,770**
Z1057 Construction Aids		**$2.75 / sf**	**$928,770**
Hoisting and Picking, Labor/Material/Equip (sub qoute)	1.00 ls	$928,770.00 /ls	$928,770
01C Next 150 Interirm Clean-up and Safety	**337,526 sf**	**$10.37 / sf**	**$3,500,000**
Z2010 NEXT150		**$10.37 / sf**	**$3,500,000**
Z2010 NEXT150		**$10.37 / sf**	**$3,500,000**
NEXT150 - Interim Clean-up and Safety	1.00 ls	$3,500,000.00 /ls	$3,500,000
01D Final Cleaning	**337,526 sf**	**$0.96 / sf**	**$323,046**
Z1070 Execution & Closeout Requirements		**$0.96 / sf**	**$323,046**
Z1073 Cleaning & Waste Management		**$0.96 / sf**	**$323,046**
Final Building Cleaning - Building	337,526 sf	$0.80 /sf	$270,021
Window Cleaning - Building Exterior/Interior	35,350 sf	$1.50 /sf	$53,025
03A Cast-In-Place Concrete	**337,526 sf**	**$28.06 / sf**	**$9,471,321**
A1010 Standard Foundations		**$3.72 / sf**	**$1,253,977**
A1010 Standard Foundations		**$0.60 / sf**	**$201,631**
Formwork - Piers & Pilasters	4,728 sfca	$32.00 /sfca	$151,296
Rebar - Piers & Pilsters	8.00 ton	$3,500.00 /ton	$28,000
Concrete Piers & Pilasters	68 cy	$165.00 /cy	$11,220
Place Concrete - Pier (Truck / Pump)	68 cy	$163.45 /cy	$11,115
A1011 Wall Foundations		**$0.50 / sf**	**$168,931**
Formwork - Foundation Walls <4'	4,277 sfca	$28.00 /sfca	$119,756
Rebar - Foundation Walls (F&I)	7.00 ton	$3,500.00 /ton	$24,500
Concrete Material - 3500PSI Normal Weight (Wall Foundations)	99 cy	$150.00 /cy	$14,850
Place Concrete - Foundation Wall (Truck / Pump) <4'	99 cy	$99.24 /cy	$9,825
A1012 Continuous Footing		**$0.25 / sf**	**$85,772**
Formwork - Continuous Footings	1,222 sfca	$28.00 /sfca	$34,216
Keyway - Continious Footing	611 lf	$28.00 /lf	$17,108
Rebar - Continuous Footings (F&I)	5.00 ton	$3,500.00 /ton	$17,500
Concrete Material - 3500PSI Normal Weight (Continuous Footing)	68 cy	$150.00 /cy	$10,200
Place Concrete - Continuous Footing (Truck / Pump)	68 cy	$99.24 /cy	$6,748
A1013 Column Foundations		**$1.83 / sf**	**$618,194**

01 Justice Center

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Formwork - Isolated Footings	8,320 sfca	$28.00 /sfca	$232,960
Rebar - Isolated Footings (F&I)	46 ton	$3,500.00 /ton	$161,000
Concrete Material - 3500PSI Normal Weight (Column Foundations)	616 cy	$150.00 /cy	$92,400
Place Concrete - Isolated Footing (Truck / Pump)	616 cy	$140.10 /cy	$86,302
Column Diamonds, Grout - Isolated Footings	130 ea	$350.25 /ea	$45,533
A1014 Dewatering		**$0.07 / sf**	**$23,350**
Surface Site Dewatering	1.00 ls	$23,350.00 /ls	$23,350
A1019 Standard Foundation Supplementary Components		**$0.46 / sf**	**$156,100**
Rigid Insulation / Drainage Bd @ Fndn. Walls	19,800 sf	$6.50 /sf	$128,700
Rigid Insulation @ S.O.G. - 4' at Perimeter	5,480 sf	$5.00 /sf	$27,400
A1020 Special Foundations		**$0.61 / sf**	**$206,400**
A1028 Grade Beams		**$0.61 / sf**	**$206,400**
Formwork - Grade Beams	4,608 sfca	$28.00 /sfca	$129,024
Rebar - Grade Beams (F&I)	11 ton	$3,500.00 /ton	$38,500
Concrete Material - 3500PSI Normal Weight (Grade Beam)	149 cy	$150.00 /cy	$22,350
Place Concrete - Grade Beam (Truck / Pump)	149 cy	$110.91 /cy	$16,526
A2020 Basement Wall Construction		**$6.66 / sf**	**$2,247,793**
A1012 Continuous Footing		**$1.80 / sf**	**$608,526**
Formwork - Retaining Wall Footings	4,760 sfca	$28.00 /sfca	$133,280
Keyway - Retaining Wall Footing	881 lf	$28.00 /lf	$24,668
Rebar - Retaiing Wall Footings (F&I)	66 ton	$3,500.00 /ton	$231,000
Concrete Material - 3500PSI Normal Weight (Retaining Wall Footing)	881 cy	$150.00 /cy	$132,150
Place Concrete - Continuous Footing (Truck / Pump)	881 cy	$99.24 /cy	$87,428
A2020 Basement Wall Construction		**$4.86 / sf**	**$1,639,267**
Formwork - Basement Walls	33,320 sf	$30.00 /sf	$999,600
Rebar - Basement Walls (F&I)	81 ton	$3,500.00 /ton	$283,500
Concrete Material - (Basement Wall)	1,080 cy	$150.00 /cy	$162,000
Concrete Placement - Basement Walls	1,080 cy	$116.75 /cy	$126,090
Temp Bracing - Excluded (design footing as retaining wall)	0.00 nic		$0
Rigid Insulation @ Fndn. Walls	16,660 sf	$4.09 /sf	$68,077
A4010 Standard Slabs-on-Grade		**$3.02 / sf**	**$1,020,324**
A4010 Standard Slabs-on-Grade		**$3.02 / sf**	**$1,020,324**
Formwork - Slab Edge	1,370 lf	$28.00 /lf	$38,360
Formwork - Slab Construction Joints	2,000 lf	$28.00 /lf	$56,000
Rebar - Slab on Grade (F&I)	5.00 ton	$3,500.00 /ton	$17,500
Welded Wire Mesh - Slab on Grade (Incl. Overlap) F&I	67,000 sf	$1.95 /sf	$130,650
Concrete Material - 3500PSI Normal Weight (SOG)	1,400 cy	$150.00 /cy	$210,000
Place Slab on Grade Concrete (Pump)	1,400 cy	$75.89 /cy	$106,243
Sawcut Slab on Grade Control Joints	3,800 lf	$17.51 /lf	$66,548
Seal / Cure Slab on Grade	67,000 sf	$1.17 /sf	$78,223
Finish Concrete - Floors Float and Broom Finish	67,000 sf	$3.50 /sf	$234,668
SOG - Vapor Barrier - 15 mil stego	67,000 sf	$1.23 /sf	$82,134

Fengate
Springfield Regional Justice Center
Springfield, Ma.
Conceptual Estimate - Gold Deliverable
10/15/2025

Rev.4

01 Justice Center

DESCRIPTION	QUANTITY		UNIT COST	TOTAL COST
B1010 Floor Construction			**$11.39 / sf**	**$3,844,519**
B1010 Floor Construction			**$1.63 / sf**	**$550,000**
Misc. Curbs/Embeds	1.00	ls	$25,000.00 /ls	$25,000
Misc. Housekeeping Pads	1.00	ls	$25,000.00 /ls	$25,000
Premium for stepped/raised structure at courtrooms	1.00	allw	$500,000.00 /allw	$500,000
B1011 Floor Structural Frame			**$0.30 / sf**	**$100,000**
Concrete Encase Steel Columns (Basment Level Parking)	25	ea	$4,000.00 /ea	$100,000
B1012 Floor Decks, Slabs, & Toppings			**$9.46 / sf**	**$3,194,519**
Formwork - Slab Construction Joints	6,500	lf	$28.00 /lf	$182,000
Welded Wire Mesh - Slab on Deck (Incl. Overlap) F&I	271,000	sf	$1.95 /sf	$528,450
Concrete Material - 4000PSI Lightweight (Floor Construction)	4,390	cy	$190.00 /cy	$834,100
Place Concrete - Concrete Pump Rental - Superstructure	4,390	cy	$87.56 /cy	$384,399
Seal / Cure Slab on Deck	271,000	sf	$1.17 /sf	$316,393
Finish Concrete - Floors Float and Broom Finish	271,000	sf	$3.50 /sf	$949,178
B1020 Roof Construction			**$2.37 / sf**	**$799,308**
B1022 Roof Decks, Slabs, & Sheathing			**$2.37 / sf**	**$799,308**
Formwork - Slab Construction Joints	2,000	lf	$28.00 /lf	$56,000
Welded Wire Mesh - Slab on Grade (Incl. Overlap) F&I	67,000	sf	$1.95 /sf	$130,650
Concrete Material - 4000PSI Lightweight (Floor Construction)	1,080	cy	$190.00 /cy	$205,200
Place Concrete - Concrete Pump Rental - Superstructure	1,080	cy	$87.56 /cy	$94,568
Seal / Cure Slab on Grade	67,000	sf	$1.17 /sf	$78,223
Finish Concrete - Floors Float and Broom Finish	67,000	sf	$3.50 /sf	$234,668
B1080 Stairs			**$0.29 / sf**	**$99,000**
B1081 Stair Construction			**$0.29 / sf**	**$99,000**
Concrete - Metal Pan Stair Fill - per flight	22	ea	$4,500.00 /ea	$99,000
04A Masonry	**337,526**	**sf**	**$9.53 / sf**	**$3,217,500**
C1010 Interior Partitions			**$9.53 / sf**	**$3,217,500**
C1011 Interior Fixed Partitions			**$9.53 / sf**	**$3,217,500**
Interior CMU - 8" -	49,500	sf	$65.00 /sf	$3,217,500
05A Structural Steel	**337,526**	**sf**	**$54.68 / sf**	**$18,454,500**
B1010 Floor Construction			**$41.92 / sf**	**$14,149,900**
B1010 Floor Construction			**$1.48 / sf**	**$500,000**
Premium for stepped/raised structure at courtrooms	1.00	allw	$500,000.07 /allw	$500,000
B1011 Floor Structural Frame			**$34.84 / sf**	**$11,758,250**
Steel Beams - W Shape	1,151	ton	$4,850.00 /ton	$5,582,350
Steel Columns - W Shape	406	ton	$4,850.00 /ton	$1,969,100
Steel Bracing Bays - HSS / Tube Steel	271	ton	$5,200.00 /ton	$1,409,200
Steel Columns - HSS / Tube Steel	135	ton	$5,200.00 /ton	$702,000
Steel Misc Connections	403	ton	$5,200.00 /ton	$2,095,600
B1012 Floor Decks, Slabs, & Toppings			**$5.38 / sf**	**$1,816,650**

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Metal Decking - Floor, Type - 3" Galvanized	271,000 sf	$6.15 /sf	$1,666,650
Metal Decking - Bent Plate Slab Stop	6,000 lf	$25.00 /lf	$150,000
B1019 Floor Construction Supplementary Components		**$0.22 / sf**	**$75,000**
Structural Steel - Moment Connections	50 cond	$1,500.00 /cond	$75,000
B1020 Roof Construction		**$10.41 / sf**	**$3,513,600**
B1011 Floor Structural Frame		**$8.64 / sf**	**$2,917,300**
Steel Beams - W Shape	285 ton	$4,850.00 /ton	$1,382,250
Steel Columns - W Shape	101 ton	$4,850.00 /ton	$489,850
Steel Bracing Bays - HSS / Tube Steel	67 ton	$5,200.00 /ton	$348,400
Steel Columns - HSS / Tube Steel	34 ton	$5,200.00 /ton	$176,800
Steel Misc Connections	100 ton	$5,200.00 /ton	$520,000
B1012 Floor Decks, Slabs, & Toppings		**$1.32 / sf**	**$446,300**
Metal Decking - Floor, Type - 3" Galvanized	67,000 sf	$6.15 /sf	$412,050
Metal Decking - Bent Plate Slab Stop	1,370 lf	$25.00 /lf	$34,250
B1019 Floor Construction Supplementary Components		**$0.09 / sf**	**$30,000**
Structural Steel - Moment Connections	20 cond	$1,500.00 /cond	$30,000
B1029 Roof Construction Supplementary Components		**$0.36 / sf**	**$120,000**
Steel Supports Galvanized @ Screen Walls	20 ton	$6,000.00 /ton	$120,000
B1080 Stairs		**$2.34 / sf**	**$791,000**
B1081 Stair Construction		**$2.34 / sf**	**$791,000**
Metal Stairs - Egress - Complete including railings (painted steel pickett) per flight	22 flgt	$33,000.00 /flgt	$726,000
Metal Stairs - Open monumental - Complete including railings (painted steel pickett)	1.00 flgt	$65,000.00 /flgt	$65,000
05B Misc Metals	**337,526 sf**	**$4.91 / sf**	**$1,658,815**
B1020 Roof Construction		**$0.27 / sf**	**$90,000**
B1029 Roof Construction Supplementary Components		**$0.27 / sf**	**$90,000**
Davit Supports	45 ea	$2,000.00 /ea	$90,000
C1010 Interior Partitions		**$2.12 / sf**	**$715,000**
C1011 Interior Fixed Partitions		**$2.12 / sf**	**$715,000**
C.M.U. Stabilizer Clips-Galv. @ Interior Partitions - 4' oc / ea side staggered	1,300 ea	$550.00 /ea	$715,000
C1030 Interior Doors		**$0.03 / sf**	**$10,000**
C1034 Interior Coiling Doors		**$0.03 / sf**	**$10,000**
Support Steel - Exterior Overhead Door Supports	1.00 ls	$10,000.00 /ls	$10,000
C1090 Interior Specialties		**$2.50 / sf**	**$843,815**
C1099 Other Interior Specialties		**$2.50 / sf**	**$843,815**
Interior Misc.Metals	337,526 sf	$2.50 /sf	$843,815
06A Rough Carpentry	**337,526 sf**	**$3.52 / sf**	**$1,188,060**
B1020 Roof Construction		**$0.50 / sf**	**$167,500**

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
B1029 Roof Construction Supplementary Components		**$0.50 / sf**	**$167,500**
Blocking @ Roof $/sf	67,000 sf	$2.50 /sf	$167,500
B2010 Exterior Walls		**$0.52 / sf**	**$176,745**
B2012 Exterior Wall Construction		**$0.52 / sf**	**$176,745**
Exterior Rough Carpentry Complete $/sf	117,830 sf	$1.50 /sf	$176,745
C1090 Interior Specialties		**$2.50 / sf**	**$843,815**
C1099 Other Interior Specialties		**$2.50 / sf**	**$843,815**
Interior Rough Carpentry Complete $/sf	337,526 sf	$2.50 /sf	$843,815
06B Millwork & Finish Carpentry	**337,526 sf**	**$34.47 / sf**	**$11,633,276**
C2010 Wall Finishes		**$16.30 / sf**	**$5,500,000**
C2012 Wall Paneling		**$16.30 / sf**	**$5,500,000**
Wood Paneling - Interior Walls (primarily courtrooms) - - Quartersawn Oak, Slip Match	55,000 sf	$100.00 /sf	$5,500,000
C2020 Interior Fabrications		**$15.91 / sf**	**$5,369,876**
C2020 Countertops & Interior Fabrications		**$15.91 / sf**	**$5,369,876**
Misc. Millwork (Custom) to be determined	367,526 sf	$1.00 /sf	$367,526
Courtroom Cabinetry - Arraignment	1.00 ea	$150,000.00 /ea	$150,000
Courtroom Cabinetry - District Court	7.00 ea	$160,000.00 /ea	$1,120,000
Courtroom Cabinetry - Juvenile / Housing Court	7.00 ea	$150,000.00 /ea	$1,050,000
Courtroom Cabinetry - Probate / Family Court	6.00 ea	$150,000.00 /ea	$900,000
Courtroom Cabinetry - Superior Court	8.00 ea	$160,000.00 /ea	$1,280,000
Public Seating - Built in Benches outside of each courtroom	300 lf	$1,200.00 /lf	$360,000
Interior Window Sills @ Interior - Solid Surface	2,190 lf	$65.00 /lf	$142,350
C2030 Flooring		**$0.51 / sf**	**$170,900**
C2032.4 Wood Flooring		**$0.22 / sf**	**$75,000**
Wood Flooring - Oak - at Courtroom Judges Platforms	1,500 sf	$50.00 /sf	$75,000
C2032.8 Wall Base Finishes		**$0.28 / sf**	**$95,900**
Wood Trim - Wood Base	4,795 lf	$20.00 /lf	$95,900
E2010 Fixed Furnishings		**$1.76 / sf**	**$592,500**
E2013 Casework		**$1.76 / sf**	**$592,500**
Reception Desks	6.00 ea	$25,000.00 /ea	$150,000
Security Desks / screening	1.00 ls	$35,000.00 /ls	$35,000
Kitchenette / Break Room Casework	9.00 ea	$20,000.00 /ea	$180,000
Toilet Vanity Top - Solid Surface ($/lf)	650 lf	$350.00 /lf	$227,500
07A Damproofing & Waterproofing	**337,526 sf**	**$2.59 / sf**	**$874,526**
A2020 Basement Wall Construction		**$0.89 / sf**	**$300,000**
A2022 Moisture Protection		**$0.89 / sf**	**$300,000**
Damproofing - Foundation Walls	0.00 sf		$0
Fluid-Applied Waterproofing Complete $/sf - walls & top of ftgs (basement only)	20,000 sf	$15.00 /sf	$300,000

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
A4040 Pits & Bases		**$0.37 / sf**	**$125,000**
A4040 Pits & Bases		**$0.37 / sf**	**$125,000**
Waterproofing - Elevator Pits	10 ea	$12,500.00 /ea	$125,000
A4090 Slab-On-Grade Supplementary Components		**$1.00 / sf**	**$337,526**
A4093 Waterproofing		**$1.00 / sf**	**$337,526**
Misc Waterproofing / Damproofing / Caulking	337,526 sf	$1.00 /sf	$337,526
C2030 Flooring		**$0.33 / sf**	**$112,000**
C2037 Fluid-Applied Flooring		**$0.33 / sf**	**$112,000**
Traffic Coating Membrane - Underground Parking	11,200 sf	$10.00 /sf	$112,000
07B Roofing	**337,526 sf**	**$7.40 / sf**	**$2,498,000**
B3010 Roofing		**$7.40 / sf**	**$2,498,000**
B3012 Low Slope Membrane Systems		**$6.35 / sf**	**$2,144,000**
TPO Roofing System Complete - 60 mil w/ avg R30 insulation	67,000 sf	$32.00 /sf	$2,144,000
B3013 Roof Insulation & Fill		**$0.30 / sf**	**$100,000**
Tapered Roof Insulation - Premium	1.00 ls	$100,000.00 /ls	$100,000
B3014.2 Flashings & Trim		**$0.46 / sf**	**$154,000**
Roof Drain Flashings	30 ea	$1,500.00 /ea	$45,000
Patch and Seal Roof Penetrations	1.00 ls	$25,000.00 /ls	$25,000
Roof Coping - Aluminum 8" + 16" + 8"	1,400 lf	$60.00 /lf	$84,000
B3019 Roofing Supplementary Components		**$0.30 / sf**	**$100,000**
Roofing Temp Protection	1.00 ls	$50,000.00 /ls	$50,000
Pitch Pockets	0.00 ea		$0
Roofing Pavers/Walkways - Membrane	2,000 sf	$25.00 /sf	$50,000
07C Fireproofing	**337,526 sf**	**$3.96 / sf**	**$1,336,341**
B1010 Floor Construction		**$3.96 / sf**	**$1,336,341**
B1019 Floor Construction Supplementary Components		**$3.96 / sf**	**$1,336,341**
Applied Fireproofing Complete $/sf	367,526 sf	$3.50 /sf	$1,286,341
Fireproofing - Intumescent - excluded	0.00 nic		$0
Misc. Patching of Fireproofing	1.00 ls	$50,000.00 /ls	$50,000
07D Firestopping	**337,526 sf**	**$0.00 / sf**	**$0**
B1010 Floor Construction		**$0.00 / sf**	**$0**
B1019 Floor Construction Supplementary Components		**$0.00 / sf**	**$0**
Firestopping / Safing @ Building Perimeter $/lf - incl w envelope	0.00 nic		$0
D2090 Misc. Plumbing Systems		**$0.00 / sf**	**$0**
D2090 Plumbing Misc Items		**$0.00 / sf**	**$0**
Firestopping - Plumbing - w Plmbg	0.00 nic		$0
D3090 Other HVAC Systems & Equip		**$0.00 / sf**	**$0**
D3091 HVAC Misc Items		**$0.00 / sf**	**$0**
Firestopping - HVAC - w HVAC	0.00 nic		$0

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
D4090 Other Fire Protection Systems		**$0.00 / sf**	**$0**
D4096 Fire Protection Misc Items		**$0.00 / sf**	**$0**
Firestopping - Fire Protection - w FP	0.00 nic		$0
D5080 Miscellaneous Electrical Systems		**$0.00 / sf**	**$0**
D5089 Miscellaneous Electrical Systems Supplementary		**$0.00 / sf**	**$0**
Firestopping - Electrical - w Elect.	0.00 nic		$0
08A Building Envelope	**337,526 sf**	**$77.71 / sf**	**$26,229,180**
B2010 Exterior Walls		**$77.27 / sf**	**$26,079,180**
B2014 Fabricated Exterior Wall Assemblies		**$75.63 / sf**	**$25,526,680**
Mega-panel - Panelized Terra-cotta/glass at 70/30% split - ground floor	20,550 sf	$196.00 /sf	$4,027,800
Mega-panel - Panelized Terra-cotta/glass at 70/30% split - upper floors	97,280 sf	$221.00 /sf	$21,498,880
Mock-up/Pressure Test	0.00 incl		$0
B2016 Equipment Screens		**$1.64 / sf**	**$552,500**
Screen Wall - Exterior Rooftop - Visual, not acoustic	6,500 sf	$85.00 /sf	$552,500
B2050 Exterior Doors & Grilles		**$0.44 / sf**	**$150,000**
B2051 Exterior Entrance Doors		**$0.44 / sf**	**$150,000**
AL DR & Frame - Exterior - Double - Full Glass	10 pair	$15,000.00 /pair	$150,000
08B Doors/Frames/Hardware	**337,526 sf**	**$10.22 / sf**	**$3,450,000**
C1030 Interior Doors		**$10.22 / sf**	**$3,450,000**
C1031.4 Standard Interior Doors		**$9.33 / sf**	**$3,150,000**
Doors & Frames - Furnish Only Allowance - Quartersawn Oak, Slip Match	1,000 ea	$1,650.00 /ea	$1,650,000
Hardware - Material Allowance	1,000 ea	$1,500.00 /ea	$1,500,000
C1039 Interior Door Supplementary Components		**$0.89 / sf**	**$300,000**
Premium - Acoustic Rating	1.00 allw	$150,000.00 /allw	$150,000
Premium - Fire Rating / premium hardware	1.00 allw	$50,000.00 /allw	$50,000
Premium - Oversized (Courtroom / Vestibule)	1.00 allw	$100,000.00 /allw	$100,000
08C Interior Glass & Glazing	**337,526 sf**	**$2.04 / sf**	**$687,500**
C1010 Interior Partitions		**$2.04 / sf**	**$687,500**
C1016 Glazed Partitions & Storefronts		**$1.74 / sf**	**$587,500**
Clerestory - Interior, to bring natural light into courtrooms - (Hi STC ratings) - allow	1,500 sf	$200.00 /sf	$300,000
Storefront - Interior, Aluminum - allow	2,500 sf	$115.00 /sf	$287,500
C1018 Interior Glazing		**$0.30 / sf**	**$100,000**
Sidelight / Borrowed Lights	1.00 ls	$74,999.97 /ls	$75,000
Door Vision Lites	1.00 ls	$25,000.00 /ls	$25,000
08D Overhead Doors & Dock Equipment	**337,526 sf**	**$1.48 / sf**	**$500,001**

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
B2050 Exterior Doors & Grilles		**$1.48 / sf**	**$500,001**
B2053.4 Overhead & Roll Up Doors		**$1.48 / sf**	**$500,001**
Overhead Door / Gate Arm Equipment	1.00 ls	$500,001.11 /ls	$500,001
09A Framing & Drywall	**337,526 sf**	**$55.22 / sf**	**$18,638,341**
C1010 Interior Partitions		**$50.10 / sf**	**$16,909,578**
C1011 Interior Fixed Partitions		**$45.60 / sf**	**$15,390,000**
Partition - General 1HR Fire Rated & Smoke Wall	30,000 sf	$30.00 /sf	$900,000
Partition - General 2HR GWB Shaft Wall	20,000 sf	$33.00 /sf	$660,000
Partition - General Rated Shaftwall @ Elevators (except those adjacent to cells = CMU)	40,000 sf	$35.00 /sf	$1,400,000
Partition - General Rated Shaftwall @ Stairs	38,000 sf	$35.00 /sf	$1,330,000
Partition - General Non-Rated GWB Acoustic Wall (2 rows 6" studs)	60,000 sf	$40.00 /sf	$2,400,000
Partition - General Non-Rated Plumbing Chase Wall	15,000 sf	$38.00 /sf	$570,000
Partition - General Non-Rated GWB @interior face of exterior wall	135,000 sf	$12.00 /sf	$1,620,000
Partition - General Non-Rated GWB Furring	40,000 sf	$10.00 /sf	$400,000
Partition - General Non-Rated GWB Wall	150,000 sf	$27.00 /sf	$4,050,000
Partition - General Demising	45,000 sf	$28.00 /sf	$1,260,000
Partition - Premium High Impact Drywall	200,000 sf	$4.00 /sf	$800,000
C1019 Interior Partition Supplementary Components		**$4.50 / sf**	**$1,519,578**
Misc. General Trades Work	337,526 gsf	$3.00 /gsf	$1,012,578
Partition - In wall sheetmetal blocking	507,000 sf	$1.00 /sf	$507,000
C1030 Interior Doors		**$1.39 / sf**	**$470,000**
C1031.4 Standard Interior Doors		**$1.39 / sf**	**$470,000**
Doors & Frames - Install	1,000 ea	$110.00 /ea	$110,000
Doors & Frames - Receive & Distribute	1,000 ea	$110.00 /ea	$110,000
Hardware - Receive, Distribute, Install	1,000 ea	$250.00 /ea	$250,000
C1090 Interior Specialties		**$0.50 / sf**	**$168,763**
C1093 Wall & Door Protection		**$0.50 / sf**	**$168,763**
Corner Guards - throughout	337,526 lf	$0.50 /lf	$168,763
C2050 Ceiling Finishes		**$3.23 / sf**	**$1,090,000**
C2053 Gypsum Wallboard Ceiling Finishes		**$3.23 / sf**	**$1,090,000**
Ceiling - Framing & GWB - Interior	4,500 sf	$25.00 /sf	$112,500
Ceiling - Soffit, 2'v x 2'h - allow	2,000 lf	$50.00 /lf	$100,000
Ceiling - GWB at Coffered Ceiling (GWB @40% of the area - balance is ACT)	19,500 sf	$45.00 /sf	$877,500
09B Painting & Wallcovering	**337,526 sf**	**$4.61 / sf**	**$1,554,339**
C1030 Interior Doors		**$0.37 / sf**	**$125,000**
C1031.4 Standard Interior Doors		**$0.37 / sf**	**$125,000**
Stain / Paint Door & Frames	1,000 ea	$125.00 /ea	$125,000

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
C2010 Wall Finishes		**$3.87 / sf**	**$1,307,339**
C2017 Wall Painting & Coating		**$3.87 / sf**	**$1,307,339**
Paint Interior GWB Walls - Latex	562,000 sf	$1.00 /sf	$562,000
Paint Interior CMU Walls - Epoxy	47,350 sf	$3.00 /sf	$142,050
Stain Millwork / Running Trim	337,526 sf	$1.25 /sf	$421,908
Paint Interior Misc Metals	337,526 sf	$0.25 /sf	$84,382
Paint Stairs - egress - Stringers/Pans/Railings	22 flgt	$3,500.00 /flgt	$77,000
Paint Stairs - Monumental - Stringers/Pans/Railings	1.00 flgt	$20,000.00 /flgt	$20,000
C2050 Ceiling Finishes		**$0.36 / sf**	**$122,000**
C2056 Painting & Staining Ceilings		**$0.36 / sf**	**$122,000**
Paint Interior GWB Ceilings	4,500 sf	$1.75 /sf	$7,875
Paint Interior GWB Ceilings - Coffered	19,500 sf	$2.25 /sf	$43,875
Paint Interior GWB Soffits	8,000 sf	$3.00 /sf	$24,000
Paint Interior Exposed Ceilings - Epoxy	18,500 sf	$2.50 /sf	$46,250
09C Tile	**337,526 sf**	**$10.22 / sf**	**$3,450,500**
C2010 Wall Finishes		**$2.28 / sf**	**$768,000**
C2014 Tile & Terrazzo Wall Finishes		**$2.28 / sf**	**$768,000**
Ceramic Wall Tile	24,000 sf	$32.00 /sf	$768,000
C2030 Flooring		**$7.95 / sf**	**$2,682,500**
C2031 Flooring Treatment		**$0.30 / sf**	**$100,000**
Floor Patching Allowance	1.00 allw	$50,000.00 /allw	$50,000
Floor Prep / Leveling Allowance	1.00 allw	$50,000.00 /allw	$50,000
C2032.2 Tile Flooring		**$7.20 / sf**	**$2,430,000**
Ceramic Floor Tile - Toilet Rms	8,500 sf	$32.00 /sf	$272,000
Porcelain Floor Tile - Lobbies / Public Areas	55,000 sf	$38.00 /sf	$2,090,000
Waterproofing-Membrane Tiling Complete $/sf	8,500 sf	$8.00 /sf	$68,000
C2032.8 Wall Base Finishes		**$0.45 / sf**	**$152,500**
Ceramic Tile Base	6,100 lf	$25.00 /lf	$152,500
09D Flooring - VCT, Carpet, Resilient	**337,526 sf**	**$7.07 / sf**	**$2,387,000**
C2030 Flooring		**$7.07 / sf**	**$2,387,000**
C2031 Flooring Treatment		**$0.59 / sf**	**$200,000**
Floor Patching Allowance	1.00 allw	$100,000.00 /allw	$100,000
Floor Prep / Leveling Allowance	1.00 allw	$100,000.00 /allw	$100,000
C2032.6 Carpeting		**$3.58 / sf**	**$1,207,000**
Carpeting Complete $/sf	142,000 sf	$8.50 /sf	$1,207,000
C2032.8 Wall Base Finishes		**$0.81 / sf**	**$275,000**
Rubber Base	50,000 lf	$5.50 /lf	$275,000
C2035 Resilient Flooring		**$1.51 / sf**	**$510,000**
VCT - Flooring	68,000 sf	$7.50 /sf	$510,000
C2037 Fluid-Applied Flooring		**$0.58 / sf**	**$195,000**

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Moisture Mitigation - allow at wood flooring and where millwork touches the floor	30,000 sf	$6.50 /sf	$195,000
09E Acoustical Ceilings	**337,526 sf**	**$12.31 / sf**	**$4,153,955**
C2050 Ceiling Finishes		**$5.56 / sf**	**$1,878,000**
C2054 Acoustical Ceiling Tiles & Panels		**$5.56 / sf**	**$1,878,000**
Acoustic Ceiling Tile - 2 x 2	220,000 sf	$7.50 /sf	$1,650,000
Acoustic Ceiling Tile - 2 x 2 - Moisture resistant	1,200 sf	$10.00 /sf	$12,000
Acoustic Ceiling Tile - at Coffered Ceiling (60% of the area)	28,800 sf	$7.50 /sf	$216,000
E1040 Institutional Equipment		**$6.74 / sf**	**$2,275,955**
E1041 Detention Equipment		**$6.74 / sf**	**$2,275,955**
Detention - Ceiling System - Trusswall Ceiling	12,650 sf	$179.92 /sf	$2,275,955
09F Epoxy Flooring and Polished Concrete	**337,526 sf**	**$1.71 / sf**	**$577,000**
C2030 Flooring		**$1.71 / sf**	**$577,000**
C2035 Resilient Flooring		**$1.61 / sf**	**$545,000**
Epoxy Flooring - Poured, incl integral base	1,000 sf	$20.00 /sf	$20,000
Epoxy Wall Coatings - Holding Cell / Secure Areas	35,000 sf	$15.00 /sf	$525,000
C2037 Fluid-Applied Flooring		**$0.09 / sf**	**$32,000**
Sealed Concrete	32,000 sf	$1.00 /sf	$32,000
10A Specialties	**337,526 sf**	**$1.80 / sf**	**$607,547**
C1090 Interior Specialties		**$1.80 / sf**	**$607,547**
C1092.2 Compartments & Cubicles		**$0.30 / sf**	**$101,258**
Compartments & Cubicles Complete $/sf	337,526 sf	$0.30 /sf	$101,258
C1092.4 Toilet, Bath, & Laundry Accessories		**$0.20 / sf**	**$67,505**
Toilet, Bath, & Laundry Accessories Complete $/sf	337,526 sf	$0.20 /sf	$67,505
C1093.2 Information Specialties		**$0.40 / sf**	**$135,010**
Visual Display Units Complete $/sf	337,526 sf	$0.40 /sf	$135,010
C1097 Storage Specialties		**$0.25 / sf**	**$84,382**
Lockers Complete $/sf	337,526 sf	$0.25 /sf	$84,382
C1099 Other Interior Specialties		**$0.65 / sf**	**$219,392**
Fire Extinguisher Cabinets	337,526 sf	$0.15 /sf	$50,629
Other Misc Specialties	337,526 sf	$0.50 /sf	$168,763
10B Signage	**337,526 sf**	**$0.93 / sf**	**$315,000**
B2010 Exterior Walls		**$0.09 / sf**	**$30,000**
B2019 Exterior Wall Opening Supplementary Components		**$0.09 / sf**	**$30,000**
Exterior Signage - Building Mounted, Pin Letter	1.00 ls	$30,000.00 /ls	$30,000
C1090 Interior Specialties		**$0.84 / sf**	**$285,000**
C1093.2 Information Specialties		**$0.84 / sf**	**$285,000**
Directories / Information Kiosks Complete $/sf	1.00 allw	$35,000.00 /allw	$35,000

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Interior Signage - ADA and Rm ID	1,000 ea	$200.00 /ea	$200,000
Branding and Graphics Allowance	1.00 allw	$50,000.00 /allw	$50,000
11A Detention Equipment	**337,526 sf**	**$8.15 / sf**	**$2,750,039**
E1040 Institutional Equipment		**$8.15 / sf**	**$2,750,039**
E1041 Detention Equipment		**$8.15 / sf**	**$2,750,039**
Detention - Equipment - Allow	1.00 allw	$2,750,039.41 /allw	$2,750,039
Detention - Benches	0.00 lf		$0
Detention - Table / Counter Stainless Steel	0.00 lf		$0
Detention - Stools	0.00 ea		$0
Detention - Gun Locker	0.00 ea		$0
Detention - Property Holding / Storage	0.00 ea		$0
Detention - Metal Detector	0.00 ea		$0
11B Food Service Equipment	**337,526 sf**	**$0.62 / sf**	**$208,500**
E1090 Other Equipment		**$0.62 / sf**	**$208,500**
E1092 Food Service Equipment		**$0.44 / sf**	**$150,000**
Food Preparation Equipment - Cafe / Grab and Go	1.00 allw	$150,000.00 /allw	$150,000
E1098 Residential Equipment		**$0.17 / sf**	**$58,500**
Appliances - Kitchenette / Break Rms	9.00 ea	$6,500.00 /ea	$58,500
12A Window Treatment	**337,526 sf**	**$1.59 / sf**	**$537,500**
E2010 Fixed Furnishings		**$1.59 / sf**	**$537,500**
E2012 Window Treatments		**$1.59 / sf**	**$537,500**
Window Shades - Manual Operated	30,000 sf	$12.50 /sf	$375,000
Window Shades - Motorized Operated - allow (select inaccessible locations)	5,000 sf	$22.50 /sf	$112,500
Window Treatment - Interior gla	1.00 allw	$50,000.00 /allw	$50,000
12B FFE Furnish & Install	**337,526 sf**	**$14.99 / sf**	**$5,059,746**
E2010 Fixed Furnishings		**$0.74 / sf**	**$250,000**
E2011 Fixed Art		**$0.74 / sf**	**$250,000**
Art Work Allowance	1.00 allw	$250,000.00 /allw	$250,000
E2050 Movable Furnishings		**$14.25 / sf**	**$4,809,746**
E2052 Modular Prefabricated Furniture		**$6.50 / sf**	**$2,193,919**
Office Furniture Complete $/sf - Allow (Admin./Systems Furniture)	337,526 sf	$6.50 /sf	$2,193,919
E2056 Movable Multiple Seating		**$7.50 / sf**	**$2,531,445**
Institutional Furniture Complete $/sf - Allow (Judicial desks, etc.)	337,526 sf	$7.50 /sf	$2,531,445
E2057 Moveable Interior Landscaping		**$0.25 / sf**	**$84,382**
Interior Planters & Artificial Plants Complete $/sf - Allow	337,526 sf	$0.25 /sf	$84,382
14A Elevators	**337,526 sf**	**$11.81 / sf**	**$3,987,000**

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DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
D1010 Elevators & Lifts		**$11.81 / sf**	**$3,987,000**
D1011 Elevators		**$10.60 / sf**	**$3,577,000**
Elevator Operator Time (use prior to turnover/certification)	480 hr	$175.00 /hr	$84,000
Elevators - Electric Traction - Passenger	25 stop	$64,000.00 /stop	$1,600,000
Elevators - Electric Traction - Service	26 stop	$68,000.00 /stop	$1,768,000
Premium for Dual Entry (Front/Rear)	1.00 allw	$125,000.00 /allw	$125,000
D1017 Cab Finishes		**$1.21 / sf**	**$410,000**
Cab Finish Premium Allowance	10 ea	$36,000.00 /ea	$360,000
Cab Temp Protection	10 ea	$5,000.00 /ea	$50,000
21A Fire Protection	**337,526 sf**	**$15.50 / sf**	**$5,231,653**
D4090 Other Fire Protection Systems		**$15.50 / sf**	**$5,231,653**
D4091 Pre-Action Sprinkler System		**$15.50 / sf**	**$5,231,653**
Fire Suppression Complete $/sf	337,526 sf	$15.50 /sf	$5,231,653
22A Plumbing	**337,526 sf**	**$14.50 / sf**	**$4,894,890**
D2090 Misc. Plumbing Systems		**$14.50 / sf**	**$4,894,890**
D2090 Plumbing Misc Items		**$14.50 / sf**	**$4,894,890**
Plumbing Complete $/sf	337,526 sf	$14.50 /sf	$4,894,890
23A Mech Equipment - Direct Buy	**337,526 sf**	**$10.59 / sf**	**$3,574,759**
D3090 Other HVAC Systems & Equip		**$10.59 / sf**	**$3,574,759**
D3091 HVAC Misc Items		**$10.59 / sf**	**$3,574,759**
Mech Equip. Prepurchase	1.00 allw	$3,574,759.09 /allw	$3,574,759
23B HVAC - Airside	**337,526 sf**	**$36.50 / sf**	**$12,319,699**
D3090 Other HVAC Systems & Equip		**$36.50 / sf**	**$12,319,699**
D3091 HVAC Misc Items		**$36.50 / sf**	**$12,319,699**
HVAC - Airside	337,526 sf	$36.50 /sf	$12,319,699
23C HVAC - Waterside	**337,526 sf**	**$50.00 / sf**	**$16,876,300**
D3090 Other HVAC Systems & Equip		**$50.00 / sf**	**$16,876,300**
D3091 HVAC Misc Items		**$50.00 / sf**	**$16,876,300**
HVAC -Waterside	337,526 sf	$50.00 /sf	$16,876,300
23D ATS / Controls	**337,526 sf**	**$10.00 / sf**	**$3,375,260**
D3090 Other HVAC Systems & Equip		**$10.00 / sf**	**$3,375,260**
D3091 HVAC Misc Items		**$10.00 / sf**	**$3,375,260**
HVAC - ATS / Controls	337,526 sf	$10.00 /sf	$3,375,260
23E Testing & Balancing	**337,526 sf**	**$5.00 / sf**	**$1,687,630**
D3090 Other HVAC Systems & Equip		**$5.00 / sf**	**$1,687,630**

01 Justice Center

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
D3091 HVAC Misc Items		**$5.00 / sf**	**$1,687,630**
HVAC - Testing & Balancing	337,526 sf	$5.00 /sf	$1,687,630
26A Electrical	**337,526 sf**	**$71.36 / sf**	**$24,084,264**
x9770 Conceptual Budget		**$71.36 / sf**	**$24,084,264**
X9770 Conceptual Budget		**$71.36 / sf**	**$24,084,264**
Electrical Conceptual $/sf	337,526 sf	$71.36 /sf	$24,084,264
26B EV Charging	**337,526 sf**	**$0.20 / sf**	**$69,054**
x9770 Conceptual Budget		**$0.20 / sf**	**$69,054**
X9770 Conceptual Budget		**$0.20 / sf**	**$69,054**
EV Charging for 6 Spaces Beneath Building(20% of 30 spots) Dual / not hi speed	3.00 ea	$23,017.83 /ea	$69,054
27A Tel/Data	**337,526 sf**	**$10.36 / sf**	**$3,496,103**
D6020 Voice Communications		**$10.36 / sf**	**$3,496,103**
D6013 Tel/Data System		**$10.36 / sf**	**$3,496,103**
Communications Complete $/sf	337,526 sf	$10.36 /sf	$3,496,103
27B AV	**337,526 sf**	**$20.72 / sf**	**$6,992,206**
D6020 Voice Communications		**$20.72 / sf**	**$6,992,206**
D6013 Tel/Data System		**$20.72 / sf**	**$6,992,206**
Audio Visual Complete $/sf	337,526 sf	$20.72 /sf	$6,992,206
28A Fire Alarm	**337,526 sf**	**$5.75 / sf**	**$1,942,279**
x9770 Conceptual Budget		**$5.75 / sf**	**$1,942,279**
X9770 Conceptual Budget		**$5.75 / sf**	**$1,942,279**
Fire Alarm Systems	337,526 sf	$5.75 /sf	$1,942,279
28B Security	**337,526 sf**	**$17.26 / sf**	**$5,826,838**
x9770 Conceptual Budget		**$17.26 / sf**	**$5,826,838**
X9770 Conceptual Budget		**$17.26 / sf**	**$5,826,838**
Electronic Safety & Security Conceptual $/sf	337,526 sf	$17.26 /sf	$5,826,838
Total Justice Center		$672.68 / sf	$227,048,237

02 Site Enabling

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
01A Site Services	**2 acre**	**$50,000.00 / acre**	**$100,000**
Z1010 Site Services		**$50,000.00 / acre**	**$100,000**
Z1011 Site Services		**$50,000.00 / acre**	**$100,000**
Site Services	1.00 ls	$100,000.00 /ls	$100,000
02A Demolition & Abatement	**2 acre**	**$1,000,550.00 / acre**	**$2,001,100**
F2010 Hazardous Materials Remediation		**$480,264.00 / acre**	**$960,528**
F2019 Other Hazardous Selective Building Demolition		**$480,264.00 / acre**	**$960,528**
11 Liberty - Abate building, complete (allow)	38,908 sf	$12.00 /sf	$466,896
165 Clinton - Abate building, complete - Add Alternate	10,980 nic	$0.00 /nic	$0
55 Avocado - Abate building, complete (allow)	41,136 sf	$12.00 /sf	$493,632
F3010 Structure Demolition		**$520,286.00 / acre**	**$1,040,572**
F3011 Building Demolition		**$520,286.00 / acre**	**$1,040,572**
11 Liberty - Demolition - Building Complete (allow)	38,908 sf	$13.00 /sf	$505,804
165 Clinton - Demolition - Building Complete (allow)	10,980 nic	$0.00 /nic	$0
55 Avocado - Demolition - Building Complete (allow)	41,136 sf	$13.00 /sf	$534,768
03A Cast-In-Place Concrete	**2 acre**	**$58,375.00 / acre**	**$116,750**
G2050 Athletic, Recreational, & Playfield Areas		**$43,781.25 / acre**	**$87,563**
G2052 Retaining Walls		**$43,781.25 / acre**	**$87,563**
Concrete Site Stairs - Finished	50 cy	$1,751.25 /cy	$87,563
G2060 Site Development		**$14,593.75 / acre**	**$29,188**
G2059 Other Site Improvements		**$14,593.75 / acre**	**$29,188**
Misc. Reinforced Concrete Pads - transformer, generator, etc.	1.00 ls	$29,187.50 /ls	$29,188
31A Earthwork/Site Prep/Site Utilities	**2 acre**	**$5,640,348.00 / acre**	**$11,280,696**
A1020 Special Foundations		**$1,850,000.00 / acre**	**$3,700,000**
A1029 Other Special Foundations		**$1,850,000.00 / acre**	**$3,700,000**
Ground Improvements / Rigid Inclusions	100,000 sf	$37.00 /sf	$3,700,000
A6010 Building Subdrainage		**$29,400.00 / acre**	**$58,800**
A6011 Foundation Drainage		**$29,400.00 / acre**	**$58,800**
F&I Building Foundation Drainage - Perforated PVC	1,500 lf	$39.20 /lf	$58,800
G1010 Site Clearing		**$67,200.00 / acre**	**$134,400**
G1019 Other Site Clearing		**$67,200.00 / acre**	**$134,400**
Site Prep / Site Clearing/Temp Fencing/Temp Roads	80,000 sf	$1.68 /sf	$134,400
G1030 Site Element Relocations		**$243,040.00 / acre**	**$486,080**
G1034 Fill & Borrow		**$243,040.00 / acre**	**$486,080**
Grading Complete $/sf	80,000 sf	$2.80 /sf	$224,000
Backfill to Subgrade Base Mat'l. under S.O.G.	3,600 cy	$72.80 /cy	$262,080
G1070 Site Earthwork		**$1,210,120.00 / acre**	**$2,420,240**

02 Site Enabling

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
G1072 Excavation & Fill		**$1,176,520.00 / acre**	**$2,353,040**
1) Bulk Excavation Complete at Building Location (basement level, ave. 2' cut x 45k sf	3,500 cy	$39.20 /cy	$137,200
4) Imported Backfill - 50% Common & 50% Lightwt Fill to bring up grade	10,000 cy	$112.00 /cy	$1,120,000
2) Excavate Foundations	6,500 cy	$31.36 /cy	$203,840
3) Backfill Foundations	8,000 cy	$84.00 /cy	$672,000
5) Soil Management / Soil Disposal	2,200 ton	$100.00 /ton	$220,000
G1073.4 Erosion & Sedimentation Controls		**$33,600.00 / acre**	**$67,200**
SWPP, Complete	80,000 sf	$0.84 /sf	$67,200
G3010 Water Utilities		**$275,520.00 / acre**	**$551,040**
G3012 Potable Water Distribution		**$3,220.00 / acre**	**$6,440**
Excav / Bkfl / Install - 4" Copper Water Line	50 lf	$128.80 /lf	$6,440
G3014 Site Fire Protection Water Distribution		**$266,700.00 / acre**	**$533,400**
Excav / Bkfl / Install - 6" DICL Water Line	150 lf	$140.00 /lf	$21,000
Excav / Bkfl / Install - 8" DICL Water Line	2,900 lf	$156.80 /lf	$454,720
Gate Valves	10 ea	$1,848.00 /ea	$18,480
Fire Hydrants	10 ea	$3,920.00 /ea	$39,200
G3019 Other Water Supply		**$5,600.00 / acre**	**$11,200**
Connect to Existing	2.00 loc	$5,600.00 /loc	$11,200
G3020 Sanitary Sewerage Utilities		**$44,100.00 / acre**	**$88,200**
G3022 Sanitary Sewerage Piping		**$16,380.00 / acre**	**$32,760**
Excav / Bkfl / Install - 8" PVC Sanitary	175 lf	$123.20 /lf	$21,560
Sanitary - Connect to existing	1.00 ls	$11,200.00 /ls	$11,200
G3025 Sanitary Sewerage Structures		**$27,720.00 / acre**	**$55,440**
Sanitary Interceptor, 36" - Installed	1.00 ea	$11,200.00 /ea	$11,200
Sanitary Manhole - Installed	3.00 ea	$7,280.00 /ea	$21,840
Grease Trap - Installed	1.00 ea	$22,400.00 /ea	$22,400
G3030 Storm Drainage Utilities		**$1,282,568.00 / acre**	**$2,565,136**
G3032 Storm Drainage Piping		**$558,600.00 / acre**	**$1,117,200**
Excav / Bkfl / Install - 12" HDPE Storm Drainage - allow	3,000 lf	$134.40 /lf	$403,200
Excav / Bkfl / Install - 15" HDPE Storm Drainage - allow	2,000 lf	$145.60 /lf	$291,200
Excav / Bkfl / Install - 18" HDPE Storm Drainage - allow	1,500 lf	$162.40 /lf	$243,600
Excav / Bkfl / Install - 24" HDPE Storm Drainage - allow	1,000 lf	$179.20 /lf	$179,200
G3033 Storm Sewer Structures		**$287,840.00 / acre**	**$575,680**
Stormceptors/Water Quality Units - Installed - allow	5.00 ea	$28,000.00 /ea	$140,000
Precast Storm Manholes 4'- 6" - Installed - allow	18 ea	$7,280.00 /ea	$131,040
Precast Storm Catch Basins - Installed - allow	36 ea	$6,160.00 /ea	$221,760
Precast Storm Oil/Water Separator Tank - Installed - allow	1.00 ea	$22,400.00 /ea	$22,400
Area Drains - Installed - allow	24 ea	$2,520.00 /ea	$60,480
G3037 Storm Drainage Ponds & Reservoirs		**$436,128.00 / acre**	**$872,256**
Underground Storm Water Retention System	14,160 sf	$61.60 /sf	$872,256
G4020 Site Electrical		**$638,400.00 / acre**	**$1,276,800**

02 Site Enabling

DESCRIPTION	QUANTITY		UNIT COST	TOTAL COST
G4019 Electrical Distribution System Instrumentation & Component			**$117,600.00 / acre**	**$235,200**
Primary Electrical Service - 4" PVC Conduit Only	3,000	lf	$56.00 /lf	$168,000
Secondary Electrical Service - 4" PVC Conduit Only	50	lf	$1,344.00 /lf	$67,200
G4025 Ductbanks, Manholes, & Handholes			**$520,800.00 / acre**	**$1,041,600**
Trench Excav/Bkfl for Primary Electrical	3,000	lf	$84.00 /lf	$252,000
Trench Excav/Bkfl up for Secondary Electrical	3,000	lf	$67.20 /lf	$201,600
Electrical Manholes - Installed	10	ea	$8,400.00 /ea	$84,000
Concrete Encasement for Electrical & Telecom Ductbank	6,000	lf	$84.00 /lf	$504,000
33A Geothermal	**2**	**acre**	**$4,126,500.00 / acre**	**$8,253,000**
F1050 Special Facility Components			**$4,126,500.00 / acre**	**$8,253,000**
F1059 Other Special Facilities			**$4,126,500.00 / acre**	**$8,253,000**
Geothermal Wells - Test Well	0.00	ls		$0
Geothermal Wells Engineering / Submittals / Layout	0.00	incl		$0
Geothermal Wells Mobiliazation / Demobilization	0.00	incl		$0
Geothermal Wells - 700'	180	ea	$45,850.00 /ea	$8,253,000
Geothermal Wells Vault / Manifold	0.00	incl		$0
Geothermal Wells Spoil Removal	0.00	incl		$0
Total Site Enabling			$10,875,77 / acre	$21,751,546

03 Parking

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
01A Site Services	**600 car**	**$50.00 / car**	**$30,000**
Z1010 Site Services		**$50.00 / car**	**$30,000**
Z1011 Site Services		**$50.00 / car**	**$30,000**
Site Services	1.00 ls	$30,000.00 /ls	$30,000
03A Cast-In-Place Concrete	**600 car**	**$169.33 / car**	**$101,600**
G2030 Pedestrian Plazas & Walkways		**$169.33 / car**	**$101,600**
G2031 Pedestrian Pavement		**$169.33 / car**	**$101,600**
6' wide Concrete Walkway Paving - 5" Broom Finish	1,800 sf	$12.00 /sf	$21,600
Vehicular Concrete Pavement for Food Truck - 8", rebar reinforced	3,200 sf	$25.00 /sf	$80,000
26A Electrical	**600 car**	**$1,127.49 / car**	**$676,494**
G4020 Site Electrical		**$1,127.49 / car**	**$676,494**
G4026 Exterior Lighting Fixtures & Controls		**$1,127.49 / car**	**$676,494**
Furnish and install Site Lighting Feeders (direct bury electrical)	5,660 lf	$34.53 /lf	$195,421
Light Bollard - Pedestrian Lighting Bollard - Along Sidewalk 25' o.c.	118 ea	$2,877.23 /ea	$339,513
Light Poles / Fixtures - Single - F & I - tall LED	41 ea	$3,452.68 /ea	$141,560
26B EV Charging	**600 car**	**$1,812.65 / car**	**$1,087,593**
x9770 Conceptual Budget		**$1,812.65 / car**	**$1,087,593**
X9770 Conceptual Budget		**$1,812.65 / car**	**$1,087,593**
EV Charging for @East Lot, adjacent to CH not high speed	13 ea	$34,526.75 /ea	$448,848
Feeders to Future EV Chargers, 60 dual stations at ave 250 lf per each	1.00 allw	$207,160.51 /allw	$207,161
Increase to service size and dedicated 1000 amp switchboard for future EV charging stations	15,000 lf	$28.77 /lf	$431,584
31A Earthwork/Site Prep/Site Utilities	**600 car**	**$8,145.09 / car**	**$4,887,052**
G1010 Site Clearing		**$602.00 / car**	**$361,200**
G1019 Other Site Clearing		**$602.00 / car**	**$361,200**
Site Prep / Site Clearing/Temp Fencing/Temp Roads	215,000 sf	$1.68 /sf	$361,200
G1070 Site Earthwork		**$2,703.57 / car**	**$1,622,140**
G1072 Excavation & Fill		**$2,402.57 / car**	**$1,441,540**
Excavation & Fill	2,700 cy	$39.20 /cy	$105,840
Excavation & Fill Complete	11,000 cy	$39.20 /cy	$431,200
Fill - Backfill w lightwt fill, western end of parking lot and food truck parking - allow 6000 sf	1,500 cy	$168.00 /cy	$252,000
Soil Management / Soil Disposal	6,525 ton	$100.00 /ton	$652,500
G1073.4 Erosion & Sedimentation Controls		**$301.00 / car**	**$180,600**
SWPP, Complete	215,000 sf	$0.84 /sf	$180,600

03 Parking

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
G2010 Roadways		**$3,857.84 / car**	**$2,314,704**
G2011 Roadway Pavement		**$2,753.65 / car**	**$1,652,190**
Backfill Pavement Base Mat'l.	11,430 cy	$61.60 /cy	$704,088
Fine Grade Pavement Base	171,300 sf	$1.12 /sf	$191,856
Bituminious Paving - Parking Pavement (3")	14,445 sy	$39.20 /sy	$566,244
Bituminious Paving - Parking Pavement (3")	4,075 sy	$41.44 /sy	$168,868
Bituminious Paving - Roadway Pavement, acces drive to parking (3.5")	510 sy	$41.44 /sy	$21,134
G2012 Roadway Curbs & Gutters		**$904.46 / car**	**$542,674**
Granite Curbing - Vertical	7,815 lf	$69.44 /lf	$542,674
G2013 Marking & Signage		**$199.73 / car**	**$119,840**
Parking Lot Striping	1.00 ls	$4,480.00 /ls	$4,480
Parking Lot Striping	1.00 ls	$11,200.00 /ls	$11,200
Signage - Aluminum 2 Post and Panel wayfinding signage along sidewalk, 100' OC	33 ea	$2,800.00 /ea	$92,400
Signage - Parking Lot Signage (handicapped)	1.00 ls	$3,360.00 /ls	$3,360
Signage - Parking Lot Signage (handicapped)	1.00 ls	$8,400.00 /ls	$8,400
G2030 Pedestrian Plazas & Walkways		**$75.60 / car**	**$45,360**
G2031 Pedestrian Pavement		**$75.60 / car**	**$45,360**
Fine Grade Pavement Base	5,000 sf	$1.34 /sf	$6,720
Compacted Gravel Base Under Pedestrian/Vehicular Food Truck Pavement - Imported - Backfill	225 cy	$67.20 /cy	$15,120
10' wide multi-use bituminous path	500 sy	$47.04 /sy	$23,520
G4020 Site Electrical		**$906.08 / car**	**$543,648**
G4026 Exterior Lighting Fixtures & Controls		**$906.08 / car**	**$543,648**
Furnish & install Light Pole Bases, Excavate & Backfill	41 ea	$2,240.00 /ea	$91,840
Furnish & install Pedestrian Lighting Bollards, Excavate & Backfill	118 ea	$1,680.00 /ea	$198,240
Trench / Excavate & backfill for site lighting feeders	5,660 lf	$44.80 /lf	$253,568
32A Landscaping / Site Improvements	**600 car**	**$728.30 / car**	**$436,979**
G2050 Athletic, Recreational, & Playfield Areas		**$116.67 / car**	**$70,000**
G2052 Retaining Walls		**$116.67 / car**	**$70,000**
Modular Precast (Redi-Rock) Site Walls - 200 lf x 4' ave ht	200 lf	$350.00 /lf	$70,000
G2060 Site Development		**$125.00 / car**	**$75,000**
G2061.4 Site Furnishings		**$125.00 / car**	**$75,000**
Benches - Allow per narrative	15 ea	$5,000.00 /ea	$75,000
G2080 Landscaping		**$486.63 / car**	**$291,979**
G2082 Turf & Grasses		**$118.80 / car**	**$71,279**
Topsoil / Loam - Off-Site - F&I	405 cy	$95.00 /cy	$38,475
Mulch	150 cy	$50.00 /cy	$7,500
Planting Soils	105 cy	$110.00 /cy	$11,550
Hydroseeding (Includes Fine Grade) - Islands	11,960 sf	$1.15 /sf	$13,754
G2083 Plants		**$367.83 / car**	**$220,700**

03 Parking

DESCRIPTION	QUANTITY		UNIT COST		TOTAL COST
Trees - 3" Caliper	78	ea	$2,400.00	/ea	$187,200
Trees - Guying	1.00	ls	$3,500.00	/ls	$3,500
Trees - Guying	1.00	ls	$10,000.00	/ls	$10,000
Trees - Maintenance	1.00	ls	$5,000.00	/ls	$5,000
Trees - Maintenance	1.00	ls	$15,000.00	/ls	$15,000
Total Parking			**$12,032.86**	**/ car**	**$7,219,718**

04 Site Development/Offsite Improvements

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
01A Site Services	**23 acre**	**$5,652.17 / acre**	**$130,000**
Z1010 Site Services		**$5,652.17 / acre**	**$130,000**
Z1011 Site Services		**$5,652.17 / acre**	**$130,000**
Site Services	1.00 ls	$130,000.00 /ls	$130,000
03A Cast-In-Place Concrete	**23 acre**	**$30,252.87 / acre**	**$695,816**
G2030 Pedestrian Plazas & Walkways		**$30,252.87 / acre**	**$695,816**
G2031 Pedestrian Pavement		**$30,252.87 / acre**	**$695,816**
6' wide Concrete Ramp - 30' long	200 sf	$25.00 /sf	$5,000
6' wide Concrete Walkway Paving - 5" Broom Finish	26,920 sf	$12.00 /sf	$323,040
6' wide Concrete Walkway Paving - 5" Broom Finish - East and West of travel lanes and lawn buffers - 1929 x 6' x 2 ea	23,148 sf	$12.00 /sf	$277,776
Base for Unit Pavers - cast in place concrete w bit cushion	10,000 sf	$9.00 /sf	$90,000
26A Electrical	**23 acre**	**$102,239.71 / acre**	**$2,351,513**
G4020 Site Electrical		**$102,239.71 / acre**	**$2,351,513**
G2059 Other Site Improvements		**$12,509.69 / acre**	**$287,723**
Roadway Signaling & Control Equipment, Improved at Grade Railroad Crossing	1.00 allw	$287,722.93 /allw	$287,723
G4026 Exterior Lighting Fixtures & Controls		**$89,730.02 / acre**	**$2,063,791**
Furnish and install Site Lighting Feeders (direct bury electrical)	7,249 lf	$34.53 /lf	$250,284
Furnish and install Site Lighting Feeders (direct bury electrical) - including handholes as needed	3,858 lf	$34.53 /lf	$133,204
Light Bollard - Pedestrian Lighting Bollard - allow	40 ea	$2,877.23 /ea	$115,089
Light Bollard - Pedestrian Lighting Bollard - Along Sidewalk 25' o.c.	10 ea	$2,877.23 /ea	$28,772
Light Fixtures - Recessed wall mounted at ramp and stairs	16 ea	$1,150.89 /ea	$18,414
Light Pole - Pedestrian Light Pole/Fixture - allow	40 ea	$4,603.57 /ea	$184,143
Light Poles / Fixtures - Single - F & I - 60' o.co eastern side = acorn Fixture w additional pedestrian scale fixture	47 ea	$11,508.92 /ea	$540,919
Light Poles / Fixtures - Single - F & I - 60' o.co western side = acorn Fixture	54 ea	$8,631.69 /ea	$466,111
Light Poles / Fixtures - Single - F & I - 60' o.co western side and median = acorn Fixture	32 ea	$8,631.69 /ea	$276,214
Light Poles / Fixtures - Single - F & I - tall LED	8.00 ea	$3,452.68 /ea	$27,621
Power & Data Bollard - 2 ea per narrative, allow	2.00 ea	$11,508.92 /ea	$23,018
31A Earthwork/Site Prep/Site Utilities	**23 acre**	**$424,574.42 / acre**	**$9,765,212**
G1010 Site Clearing		**$39,250.79 / acre**	**$902,768**
G1019 Other Site Clearing		**$39,250.79 / acre**	**$902,768**
Site Prep / Site Clearing/Temp Fencing	48,000 sf	$1.40 /sf	$67,200
Site Prep / Site Clearing/Temp Fencing/Temp Roads	497,362 sf	$1.68 /sf	$835,568
G1020 Site Elements Demolition		**$7,589.22 / acre**	**$174,552**

04 Site Development/Offsite Improvements

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
G1025 Selective Site Demolition		**$7,589.22 / acre**	**$174,552**
Demo Site - Asphalt Walkway at Riverwalk	10,000 sf	$1.68 /sf	$16,800
Demo Site - Concrete Retaining Wall	939 lf	$168.00 /lf	$157,752
G1070 Site Earthwork		**$200,625.57 / acre**	**$4,614,388**
G1072 Excavation & Fill		**$178,421.74 / acre**	**$4,103,700**
1) Excavation & Backfill for Site Improvements	1,500 cy	$39.20 /cy	$58,800
3) Imported Backfill to bring up grade - Common Fill	10,000 cy	$39.20 /cy	$392,000
4) Imported Backfill - Premium for Lightwt Fill	10,000 cy	$168.00 /cy	$1,680,000
Excavation & Fill	2,350 cy	$39.20 /cy	$92,120
Excavation & Fill Complete	21,525 cy	$39.20 /cy	$843,780
Excavation & Fill Complete - assumes excess cuts from other locations used here for berming - allow	2,000 cy	$22.40 /cy	$44,800
2) Soil Management / Soil Disposal - (minimal, fill area)	750 ton	$100.00 /ton	$75,000
Soil Management / Soil Disposal	8,760 ton	$100.00 /ton	$876,000
Soil Management / Soil Disposal (minimal cut assumed, spoils only from site improvements excavations)	1.00 allw	$11,200.00 /allw	$11,200
Soil Management / Soil Disposal (minimal, fill area)	300 ton	$100.00 /ton	$30,000
G1073.4 Erosion & Sedimentation Controls		**$22,203.83 / acre**	**$510,688**
Protect existing existing levee/ flood barrier	939 lf	$56.00 /lf	$52,584
SWPP, Complete	545,362 sf	$0.84 /sf	$458,104
G2010 Roadways		**$108,024.54 / acre**	**$2,484,564**
G2011 Roadway Pavement		**$60,747.49 / acre**	**$1,397,192**
Backfill Pavement Base Mat'l.	7,389 cy	$61.60 /cy	$455,162
Backfill Pavement Base Mat'l., 18" gravel	1,900 cy	$61.60 /cy	$117,040
Fine Grade Pavement Base	139,208 sf	$1.12 /sf	$155,913
Bituminious Paving - Roadway Pavement - 14' travel lane, north and south 3.5" - 1929' L x 14' W x 2 ea	6,001 sy	$41.44 /sy	$248,681
Bituminious Paving - Roadway Pavement - 24' total, 3.5" - 1070' L x 24' W	2,853 sy	$41.44 /sy	$118,228
Bituminious Paving - Roadway Pavement - 24' total, 3.5" - 250 L x 24' W	667 sy	$41.44 /sy	$27,640
Bituminious Paving - Roadway Pavement - 24' total, 3.5" - 939' L x 24' W	2,504 sy	$41.44 /sy	$103,766
Bituminious Paving - Roadway Pavement - 3.5" - 890' L x 32' W	3,165 sy	$41.44 /sy	$131,158
Bituminious Paving - Roadway Pavement, bus drop off (3.5")	280 sy	$41.44 /sy	$11,603
Cut / Patch / Modify / Tie in existing drive entrances	1.00 allw	$28,000.00 /allw	$28,000
G2012 Roadway Curbs & Gutters		**$43,064.88 / acre**	**$990,492**
Granite Curbing - Vertical	4,768 lf	$69.44 /lf	$331,090
Granite Curbing - Vertical - 1929' L x 4, both North and South lanes	7,716 lf	$69.44 /lf	$535,799
Granite Curbing - Vertical - 890' L x 2 ea	1,780 lf	$69.44 /lf	$123,603
G2013 Marking & Signage		**$4,212.17 / acre**	**$96,880**
Roadway Striping	1.00 ls	$1,680.00 /ls	$1,680
Roadway Striping	2.00 ls	$5,600.00 /ls	$11,200

04 Site Development/Offsite Improvements

DESCRIPTION	QUANTITY		UNIT COST		TOTAL COST
Roadway Striping	1.00	ls	$11,200.00	/ls	$11,200
Signage - Aluminum 2 Post and Panel wayfinding signage	6.00	ea	$2,800.00	/ea	$16,800
Signage - Aluminum 2 Post and Panel wayfinding signage along sidewalk, 100' OC	4.00	ea	$2,800.00	/ea	$11,200
Signage - Identification Sign on Masonry Wall - Pin Mounted SS	1.00	ls	$5,600.00	/ls	$5,600
Signage - Wayfinding / Historical Marker	1.00	ls	$39,200.00	/ls	$39,200
G2030 Pedestrian Plazas & Walkways			**$27,143.72**	**/ acre**	**$624,305**
G2031 Pedestrian Pavement			**$27,143.72**	**/ acre**	**$624,305**
Fine Grade Pavement Base	81,058	sf	$1.34	/sf	$108,942
Compacted Gravel Base Under Bit. Multi-use path - Imported - Backfill	640	cy	$67.20	/cy	$43,008
Compacted Gravel Base Under Pedestrian path - Imported - Backfill	2,136	cy	$67.20	/cy	$143,539
Compacted Gravel Base Under Pedestrian Pavement	1,475	cy	$67.20	/cy	$99,120
10' wide multi-use bituminous path	278	sy	$47.04	/sy	$13,077
10' wide multi-use bituminous path (new Riverwalk)	1,043	sy	$47.04	/sy	$49,063
12' wide multi-use bituminous path = 1929' x 12'	2,572	sy	$47.04	/sy	$120,987
12' wide multi-use bituminous path = 890' x 10'	990	sy	$47.04	/sy	$46,570
G4020 Site Electrical			**$41,940.59**	**/ acre**	**$964,634**
G4026 Exterior Lighting Fixtures & Controls			**$41,940.59**	**/ acre**	**$964,634**
Furnish & install Light Pole Bases, Excavate & Backfill	141	ea	$2,240.00	/ea	$315,840
Furnish & install Pedestrian Lighting Bollards, Excavate & Backfill	90	ea	$1,680.00	/ea	$151,200
Trench / Excavate & backfill for site lighting feeders	11,107	lf	$44.80	/lf	$497,594
32A Landscaping / Site Improvements	**23**	**acre**	**$333,495.17**	**/ acre**	**$7,670,389**
G2030 Pedestrian Plazas & Walkways			**$28,859.65**	**/ acre**	**$663,772**
G2031 Pedestrian Pavement			**$28,859.65**	**/ acre**	**$663,772**
Asphalt Sidewalk - new Riverwalk	1,125	sy	$42.00	/sy	$47,250
Base for 2' cobblestone buffer - cast in place concrete w bit cushion	2,378	sf	$9.00	/sf	$21,402
Cobble Stone Paving - 2' buffer	2,378	sf	$40.00	/sf	$95,120
Unit Pavers - 2" Thick	10,000	sf	$50.00	/sf	$500,000
G2050 Athletic, Recreational, & Playfield Areas			**$43,260.87**	**/ acre**	**$995,000**
G2052 Retaining Walls			**$1,826.09**	**/ acre**	**$42,000**
Modular Precast (Redi-Rock) Site Walls - 120 lf x 4' ave ht	120	lf	$350.00	/lf	$42,000
G2058 Terrace & Perimeter Walls			**$30,619.57**	**/ acre**	**$704,250**
CIP Concrete Retaining Walls Complete $/lf - to replace existing (assumed lnft and ht)	939	lf	$750.00	/lf	$704,250
G2059 Other Site Improvements			**$10,815.22**	**/ acre**	**$248,750**
Cast Concrete Site Footing/Knee Walls at Stairs	35	cy	$2,250.00	/cy	$78,750
Brick Site Walls - facade at stairs - allow 100' x 4' ht x 2 sides	1,000	sf	$75.00	/sf	$75,000
Precast Stair Treads - 5 risers w 40' length (Risers & Treads)	400	lf	$125.00	/lf	$50,000
Concrete Site Stairs - Base for Precast Risers/Treads	30	cy	$1,500.00	/cy	$45,000

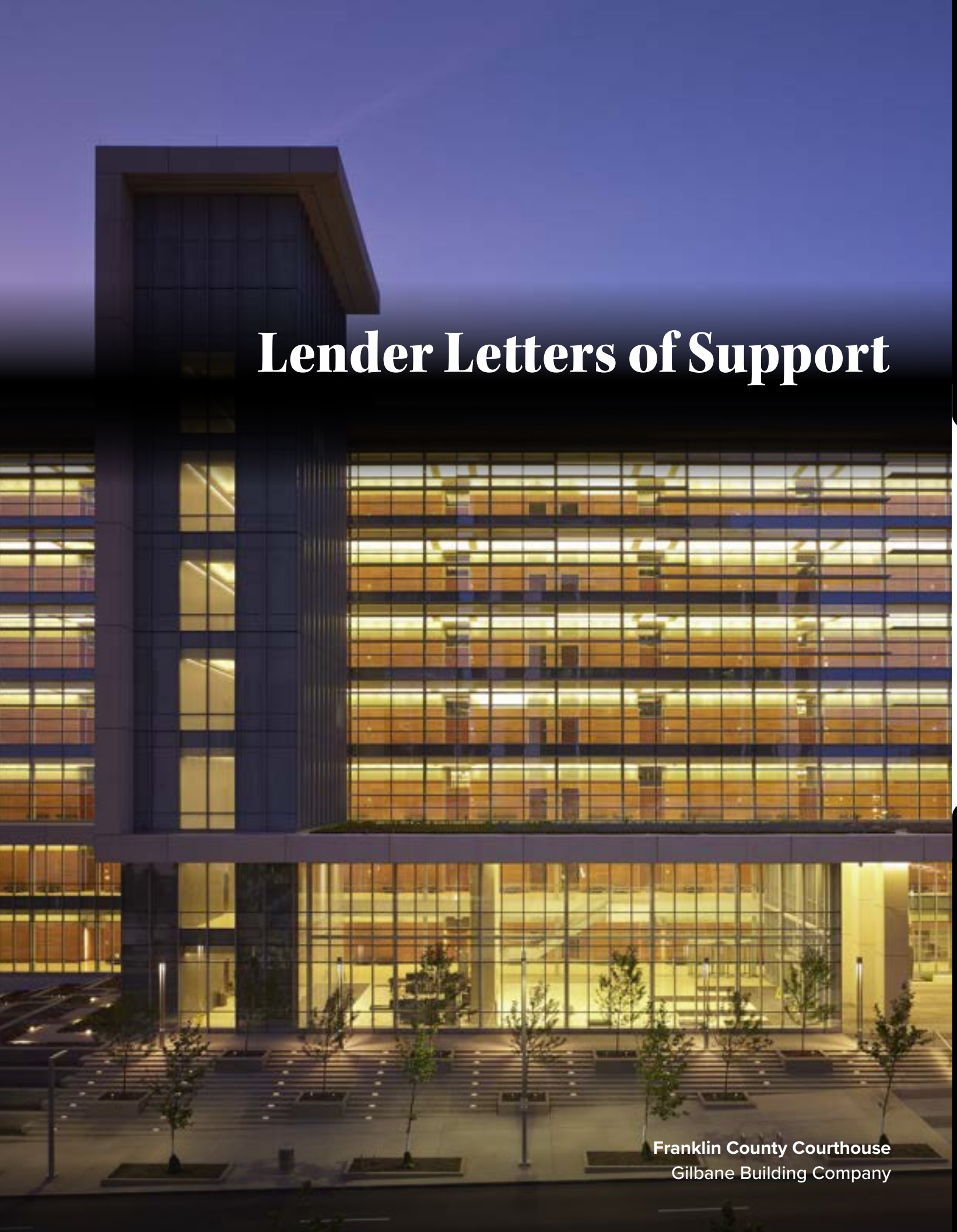
04 Site Development/Offsite Improvements

DESCRIPTION	QUANTITY		UNIT COST	TOTAL COST
G2060 Site Development			**$70,193.48 / acre**	**$1,614,450**
G2061.4 Site Furnishings			**$26,021.74 / acre**	**$598,500**
Benches - Allow for 2 every 60'	64	ea	$5,000.00 /ea	$320,000
Benches - Allow per narrative	30	ea	$5,000.00 /ea	$150,000
Stainless Steel Railing at Ramp	80	lf	$700.00 /lf	$56,000
Stainless Steel Railing at Stairs	50	lf	$700.00 /lf	$35,000
Flagpoles w/ Base	3.00	ea	$12,500.00 /ea	$37,500
G2062 Fences & Gates			**$26,345.65 / acre**	**$605,950**
Visual Screening Fence next to Eversource	350	lf	$275.00 /lf	$96,250
Site Fencing - 10'-0" high, Black Vinyl coated @ East (RR) and West (Buildings)	3,858	lf	$100.00 /lf	$385,800
Site Fencing - 10'-0" high, Black Vinyl coated w small grid around pump house	200	lf	$150.00 /lf	$30,000
Site Fencing - at Retaining wall to existing parking lot	939	lf	$100.00 /lf	$93,900
G2062 Site Furnishings			**$17,826.09 / acre**	**$410,000**
Pergola and screening element, includes seating and lighting elements incorporated along	120	lf	$3,000.00 /lf	$360,000
Bus Shelter - Prefabricated w lighting - Complete, furnished & installed	1.00	ls	$50,000.00 /ls	$50,000
G2080 Landscaping			**$191,181.17 / acre**	**$4,397,167**
G2082 Turf & Grasses			**$63,224.64 / acre**	**$1,454,167**
Topsoil / Loam - Off-Site - F&I	6,585	cy	$95.00 /cy	$625,575
Mulch	3,335	cy	$50.00 /cy	$166,750
Mulch - Excluded / By Opal	0.00	cy		$0
Planting Soils	3,375	cy	$110.00 /cy	$371,250
Planting Soils - Excluded / By Opal	0.00	cy		$0
Hydroseeding (Includes Fine Grade)	88,000	sf	$1.15 /sf	$101,200
Hydroseeding (Includes Fine Grade) - 6' wide lawn buffer East and West of Travel Lanes (1929' x 6' x 2 ea)	23,148	sf	$1.15 /sf	$26,620
Hydroseeding (Includes Fine Grade) - 8' wide central median with lawn (1929' x 8')	15,432	sf	$1.15 /sf	$17,747
Hydroseeding (Includes Fine Grade) - 8' wide lawn bufffer East of Concrete Walkway (1929' x 8')	15,432	sf	$1.15 /sf	$17,747
Hydroseeding (Includes Fine Grade) - 10' wide lawn buffer West of Drive (890' x 10' x 1 ea)	8,900	sf	$1.15 /sf	$10,235
Hydroseeding (Includes Fine Grade) - 20' wide lawn buffer West of Concrete Walkway (1929' x 20')	38,580	sf	$1.15 /sf	$44,367
Hydroseeding (Includes Fine Grade) - 4' wide lawn buffer, either side of multi-use path (890' x 4' x 2 ea)	7,120	sf	$1.15 /sf	$8,188
Repair disturbed / hydroseed	10,100	sf	$1.50 /sf	$15,150
Repair disturbed / hydroseed - variable lawn depth to adjacent existing properties to the East and West	8,900	sf	$1.50 /sf	$13,350
Repair disturbed / hydroseed - variable lawn depth to adjacent existing properties to the East and West - 1070 x 8	8,560	sf	$1.50 /sf	$12,840

04 Site Development/Offsite Improvements

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Repair disturbed / hydroseed - variable lawn depth to adjacent existing properties to the East and West - 1929 x 8	15,432 sf	$1.50 /sf	$23,148
G2083 Plants		**$124,478.26 / acre**	**$2,863,000**
Groundcover Plants - Perennials - at 8' planting buffer east side, allow 3 per lnft	5,787 ea	$25.00 /ea	$144,675
Shrubs & Pernnials/Groundcover at 6' deep planting buffer between sidewalk and CH	6,420 sf	$10.00 /sf	$64,200
Understory Plants, Shrubs & Groundcover	55,400 sf	$10.00 /sf	$554,000
Shrubs - at 8' planting buffer east side, allow 1 per lnft	1,929 ea	$125.00 /ea	$241,125
Trees - 3" Caliper	40 ea	$2,400.00 /ea	$96,000
Trees - 3" Caliper - Excluded / By Opal	0.00 ea		$0
Trees - 4" Caliper	20 ea	$3,000.00 /ea	$60,000
Trees - 4" Caliper - every 30' x 3 (east side, median, west side) - 1,929' / 30' x 3 ea	193 ea	$3,000.00 /ea	$579,000
Trees - 10' Columnar Trees	20 ea	$2,000.00 /ea	$40,000
Trees - 10' Ornamental Trees	60 ea	$2,000.00 /ea	$120,000
Trees - 10' Ornamental Trees - Excluded / By Opal	0.00 ea		$0
Trees - 10' Ornamental Trees @ 8' wide buffer on East Side, 1,929, 1 every 30' assumed	65 ea	$2,000.00 /ea	$130,000
Trees - 10' Ornamental Trees @20' wide buffer on West Side, 1,929, 2 every 30' assumed	130 ea	$2,000.00 /ea	$260,000
Trees - 12' Evergreen Trees @20' wide buffer on West Side, 1,929, 2 every 30' assumed	130 ea	$1,800.00 /ea	$234,000
Trees - 4" Caliper - every 30' each side	60 ea	$3,000.00 /ea	$180,000
Trees - Guying	1.00 ls	$5,000.00 /ls	$5,000
Trees - Guying	1.00 ls	$7,500.00 /ls	$7,500
Trees - Guying	2.00 ls	$10,000.00 /ls	$20,000
Trees - Guying	1.00 ls	$25,000.00 /ls	$25,000
Trees - Guying - Excluded / By Opal	0.00 ls		$0
Trees - Maintenance	1.00 ls	$10,000.00 /ls	$10,000
Trees - Maintenance	1.00 ls	$12,500.00 /ls	$12,500
Trees - Maintenance	2.00 ls	$15,000.00 /ls	$30,000
Trees - Maintenance	1.00 ls	$50,000.00 /ls	$50,000
Trees - Maintenance - Excluded / By Opal	0.00 ls		$0
G2085 Planting Accessories		**$3,478.26 / acre**	**$80,000**
Tree Grates & Frames - assume for half	20 ea	$4,000.00 /ea	$80,000
Total Site Development/Offsite Improvements		**$896,214.3 / acre**	**$20,612,930**

Lender Letters of Support



Franklin County Courthouse
Gilbane Building Company



Franklin County Courthouse
Gilbane Building Company

September 30, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

BlackRock Financial Management, Inc. – Infrastructure Debt Group, on behalf of funds and accounts under management ("**GIP**") has been approached by Gateway Justice Partners (the "**Proposer**"), a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. GIP is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and GIP is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

GIP has had discussions with Fengate relating to its intent to pursue the Project and is well-aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given GIP's understanding of the Project, GIP is confident that Fengate can successfully carry out all the required elements of the Project.

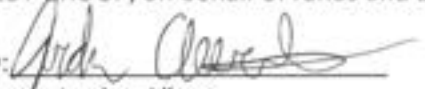
GIP possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. GIP has successfully deployed over $26 billion in funding to support infrastructure credit and P3 transactions since 2013, including participation in the following recent projects:

Project	Jurisdiction	Financial Close	Debt Amount	Role
Centennial	USA	2025	$95m	Investor
Iris	USA	2025	$277m	Investor
CampusParc	USA	2024	$500m	Investor
I77	USA	2024	$371m	Investor
Newark Training Facilities II	USA	2022	$144m	Investor

This support letter is expressly non-binding and shall not create any legal obligations on GIP's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. GIP reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not GIP will support the Proposer in connection with the Project. GIP is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, this support letter and any related information in connection herewith shall be kept strictly confidential and may be used only in connection with the transaction described herein. This support letter and any related oral information provided by us may not be disclosed to any person other than Fengate or circulated or referred to publicly without GIP's prior written consent; provided, however, GIP consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective professional advisors for the purposes of submitting a proposal for the Project.

Sincerely,

BLACKROCK FINANCIAL MANAGEMENT, INC. – INFRASTRUCTURE DEBT GROUP, on behalf of funds and accounts under management

By: 

Name: Jordan Albert
Title: Authorized Signatory

September 15, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

MetLife Investment Management, LLC ("**MetLife**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. MetLife is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and MetLife is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

MetLife has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given MetLife's understanding of the Project, MetLife is confident that Fengate can successfully carry out all the required elements of the Project.

MetLife possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. MetLife has successfully underwritten or arranged over $4 billion in funding to support alternative financing/P3 transactions.

This letter shall not create any legal obligations on MetLife 's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. MetLife reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not MetLife will support the Proposer in connection with the Project. MetLife is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, MetLife requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without MetLife's prior written consent. MetLife consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

Sincerely,

MetLife Investment Management, LLC

Filipe Cunha

Filipe Cunha
Authorized Signatory

September 3, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center (the "Project")

MUFG Bank, Ltd. ("**MUFG**") has been approached by Gateway Justice Partners (the "**Proposer**"), a consortium led by Fengate Asset Management Inc. ("**Fengate**"), in connection with the pursuit of the Project. MUFG is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and MUFG is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

MUFG has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given MUFG's understanding of the Project, MUFG is confident that Fengate could successfully carry out all the required elements of the Project.

MUFG possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to financial close of the Project. MUFG has successfully underwritten or arranged over $41 billion in funding to support alternative financing/P3 transactions since 2010, including participation in the following recent projects:

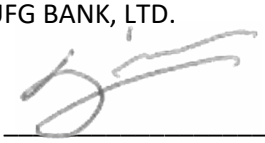
P3 Projects	Asset	Delivery	Location	Closing Year	Facility Size	MUFG Role
JFK Airport T6&7 Redevelopment	Airport	DBFOM	US, NY	2022	$ 3 B	Lead Arranger
Ontario Line Civil South	Subway	DBF	Canada	2022	$863 M	Lead Arranger
JFK Terminal One	Airport	DBROM	US, NY	2022	$7 B	FA & Lead Arranger
Edmonton Valley Line West	Rail	DBF	Canada	2020	$ 311 M	Lead Arranger
Broadway Subway	Rail	DBF	Canada	2020	$ 343 M	Lead Arranger
Massachusetts Automated Fare Collection System Refinancing	Fare System	DBFM	US, MA	2020	$ 437 M	Lead Arranger
I-95 Express Lanes Fredericksburg Extension	Road	DBFOM	US, VA	2019	$ 262 M	Financial Advisor
Newark Airport Consolidated Rental Facility	conRAC	DBFM	US, NJ	2019	$ 344 M	Lead Underwriter
LAX People Mover	Rail	DBFM	US, CA	2018	$ 1.95 B	Financial Advisor
Virginia International Gateway	Port	N/A	US, VA	2016	$ 470 M	Lead Arranger
I-4 Ultimate	Road	DBFM	US, FL	2014	$ 483 M	Lead Arranger
Presidio Parkway	Road	DBFM	US, CA	2012	$ 166 M	Lead Arranger

This letter does not create any obligations on MUFG's part, including, without limitation, any commitment to provide any financing to the Proposer in connection with the Project. MUFG reserves all

rights to conduct full due diligence and shall have sole discretion as to whether or not MUFG will support the Proposer in connection with the Project. MUFG is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. This letter and information related hereto shall be kept strictly confidential and be used only in connection with the evaluation of the Project. This letter and all related information provided by us may not be disclosed to any third party or circulated or referred to publicly without MUFG's prior written consent; provided this letter may be disclosed to the Proposer, and its advisors in connection with the submission of a proposal for the Project.

Sincerely,

MUFG BANK, LTD.



By: _____

Name: Paul Dieras

Title: Director

October 10, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center ("Project")

Swiss Re America Holding Corporation ("**Swiss Re**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Asset Management Inc. ("**Fengate**"), in connection with the pursuit of the Project. Swiss Re is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and Swiss Re is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

Swiss Re has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given Swiss Re's understanding of the Project, and subject to the receipt of all relevant internal approvals, the execution of financing agreements satisfactory to Swiss Re and the satisfaction of all condition precedents provided therein, Swiss Re is pleased to provide its support to Fengate to successfully carry out all the required elements of the Project.

Swiss Re possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. Swiss Re or its affiliates has successfully underwritten or arranged over $245 million in funding to support alternative financing/P3 transactions since 2020, including participation in the following recent projects:

Project	Jurisdiction	Financial Close	Debt Amount	Role
Prince George's County Public Schools P3	MD	December 2020	$36.4m	Lender
US Public School Energy Efficiency	FL	June 2021	$64.0m	Lender
US University Campus Energy	VA	March 2021	$16.0m	Lender
US University Student Accommodation	Various	October 2022	$100.0m	Lender
US University Campus Energy	IA	June 2025	$30.0m	Lender

This letter shall not create any legal obligations on Swiss Re's or its affiliates' part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project or to enter into any transaction in relation to the Project. Swiss Re reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not Swiss Re will support the Proposer in connection with the Project. Swiss Re is, however, interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future.

Furthermore, Swiss Re requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without Swiss Re's prior written consent. Swiss Re consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

This letter is provided by Swiss Re as of the date hereof and we assume no obligation to update or supplement this letter. This letter has been issued for informational purposes only, and does not constitute an offer or commitment to enter into any financing agreement. This letter may not be relied upon for any other purpose other than as provided herein. No representation or warranty is made as to the accuracy or completeness of such information provided herein and you agree that we are not responsible to you for any of the information or content herein.

Sincerely,

Swiss Re America Holding Corporation



Name: Luca Alberti
Title: Head Private Debt



Name: Luke Fernandes
Title: Head Infrastructure Finance US

Docusign Envelope ID: A30B273A-8AB1-4B03-9705-F4194329A227

October 1, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

SLC Management ("**SLC**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. SLC is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and SLC is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

SLC has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given SLC's understanding of the Project, SLC is confident that Fengate can successfully carry out all the required elements of the Project.

SLC possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. SLC has successfully underwritten or arranged over $20 billion in funding to support alternative financing/P3 transactions, including participation in the following social infrastructure projects:

Project	Jurisdiction	Financial Close	Debt Amount	Role
Correctional Facility	Newfoundland & Labrador	2025	C$105 million	Co-Lead Long-term Lender
Correctional Facility	Ontario	2021	C$129 million	Sole Long-term Lender
Toronto Courthouse	Ontario	2018	C$202 million	Sole Long-term Lender
University Campus Expansion	California	2016	US$146 million	Long-term Lender
Courthouse Project	California	2013	US$140 million	Lead Long-term Lender

This letter shall not create any legal obligations on SLC's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. SLC reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not SLC will support the Proposer in connection with the Project. SLC is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, SLC requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without SLC's prior written consent. SLC consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

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Sincerely,

SUN LIFE CAPITAL MANAGEMENT (CANADA) INC.

By: ___ Signed by: Yeganeh Pakdaman 0D48B918E0CD429 _____
Name: Yeganeh Pakdaman
Title: Senior Director, Infrastructure Debt

September 10, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

CaixaBank, S.A. ("**CaixaBank**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. CaixaBank is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and CaixaBank is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

CaixaBank has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given CaixaBank understanding of the Project, CaixaBank is confident that Fengate can successfully carry out all the required elements of the Project.

CaixaBank possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. CaixaBank has successfully underwritten or arranged a number of P3 transactions, including participation in the following recent projects:

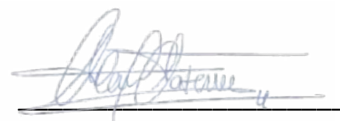
Project	Location	Financial Close	Role
HARP	UK	2025	EBL Lender
Adult Correction Facility Replacement	Canada	2025	MLA & Bookrunner
Yonge North Advance Tunnel	Canada	2025	MLA & Bookrunner
Central West Orana REZ	Australia	2025	Lender
Galaxy II Pipeline	UAE	2025	MLA
Trillium Health Partners M-Site	Canada	2025	MLA
Toowoomba Second Range Crossing (Refi)	Australia	2024	New Lender
Line M4 (Refi)	Italy	2024	MLA & Bookrunner
Weeneebayko Area Health Authority (WAHA) Redevelopment Project	Canada	2024	MLA and Bookrunner
R4WO	Belgium	2024	MLA
Velindre Cancer Center	UK	2024	MLA
Surrey Langley SkyTrain	Canada	2024	MLA

Información Confidencial

Centre for Addiction and Mental Health (CAMH) Phase 1D	Canada	2024	MLA
Trillium Health Partners Broader Redevelopment	Canada	2024	MLA
Knox - OFTO Superholdco, Limited	UK	2024	MLA
NX2 – Pūhoi to Warkworth (Refi)	New Zealand	2023	New MLA
Canberra Light Rail (Stage 1) (Refi)	Australia	2023	MLA
Canberra Light Rail (Stage 2)	Australia	2023	MLA
CHEO Integrated Treatment Centre	Canada	2023	MLA
Hornsea Two OFTO	UK	2023	MLA
Île-Aux-Tourte Bridge	Canada	2023	MLA
Ontario Line Southern Civil	Canada	2022	MLA
Neuconnect Interconnector	UK/Germany	2022	MLA
Sotra Link - Rv555	Norway	2022	MLA
Greenlink Interconnector	UK / Ireland	2022	MLA
The Fargo-Moorhead Area Diversion	USA	2021	MLA
Sydney Light Rail (Refi)	Australia	2021	New Lender
Vaudreuil-Soulanges Hospital	Canada	2021	MLA

This letter shall not create any legal obligations on CaixaBank's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. CaixaBank reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not CaixaBank will support the Proposer in connection with the Project. CaixaBank is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, CaixaBank requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without CaixaBank's prior written consent. CaixaBank consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

Sincerely,



CAIXABANK, S.A.

Manulife

August 28, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

The Manufacturers Life Insurance Company ("**Manulife**" or "**we**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. Manulife is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and we are providing this letter as an expression of interest in supporting Fengate as a potential lender, should they be selected as the Preferred Proponent.

We have had discussions with Fengate relating to its intent to pursue the Project and are well aware of their extensive alternative financing and public private partnership ("**P3**") development experience of public assets. Given Manulife's understanding of the Project, we are confident that Fengate can successfully carry out all required elements of the Project.

Manulife possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close.

Manulife is one of the largest life insurance companies in the world, with operations in Canada, the United States and Asia. As of March 31, 2025, we had over C$1.6 trillion in assets under management and administration. Manulife is rated AA- by S&P, A1 by Moody's, AA- by Fitch and AA(L) by DBRS.

Manulife has worked on numerous global infrastructure projects and many other debt financings over the years. We have considerable experience providing financing for transactions of this nature and have been very supportive of the asset class, having invested over C$6 billion across more than 80 P3 projects in recent years. Our investments include long-term bonds, medium-term notes, short-term bonds and short-term bank facilities at the senior opco level, as well as single-asset and portfolio Holdco debt facilities. Our portfolio includes participation in the following recent P3 projects:

Project	Jurisdiction	Financial Close	Amount	Role
Porto-Lisbon High Speed Rail Phase 1a	Portugal	2025	€50 million	Long-term senior opco lender
Trillium Health Partners – Mississauga Site	Ontario	2025	C$100+ million	Long-term senior opco lender
Halifax Infirmary Expansion	Ontario	2025	C$100+ million	Long-term senior opco lender
R4 West and East Road Project	Belgium	2024	€$35 million	Long-term senior opco lender

Power and Infrastructure
200 Bloor St. East, NT-5, Toronto ON M4W 1E5
Direct Tel: (416) 852- 9511

Manulife

Long Beach Courthouse	California	2023	US$100+ million	Sole holdco lender (refinancing)

This letter shall not create any legal obligations on Manulife's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. Manulife reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not we will support the Proposer in connection with the Project. Manulife is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future.

We request that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without our prior written consent. Manulife consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

Sincerely,

The Manufacturers Life Insurance Company



Bruce Anderson
Managing Director, Power and Infrastructure

Power and Infrastructure
200 Bloor St. East, NT-5, Toronto ON M4W 1E5
Direct Tel: (416) 852- 9511

Bank of Montreal
100 King Street West, Toronto, ON, M5X 1A1

August 21, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

Bank of Montreal ("**BMO**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. BMO is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and BMO is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

BMO has had discussions with Fengate relating to its intent to pursue the Project and is well aware of the Fengate's extensive alternative financing and public private partnership (**"P3"**) development experience of public assets. Given BMO understanding of the Project, BMO is confident that Fengate can successfully carry out all the required elements of the Project.

Established in 1817, BMO Financial Group ("**BMO FG**") is a highly diversified financial services provider based in North America. It is the eighth largest bank in North America by assets, with total assets of C$1.4 trillion, and approximately 46,000 employees. BMO FG provides a broad range of personal and commercial banking, wealth management, global markets and investment banking products and services, conducting business through three operating groups: Personal and Commercial Banking, BMO Wealth Management and BMO Capital Markets. BMO FG serves 13 million customers across Canada, the United States, and in select markets globally. BMO Capital Markets, the Investment and Corporate Banking and Global Markets division, provides a full suite of financial products and services to North American and international clients. At year-end 2024, BMO FG had total assets of $1,410 billion and total equity of $84.3 billion. Total revenue for 2024 was $33 billion with net income of $7.3 billion. BMO FG has the following long-term credit ratings: Moody's – Aa2, S&P – A+, DBRS – AA and Fitch – AA.

BMO possesses the experience and expertise required to carry out the financial, legal, and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. BMO has successfully underwritten or arranged over $1 billion in funding to support alternative financing/P3 transactions since 2012, including participation in the following recent projects:

Project	Financial Close	Role
Ontario Connects: Accelerated High Speed Internet Program	2025	Lender
Eglinton Crosstown West Extension – Advance Tunnel 2	2024	Lender
Trillium Health Partners Broader Redevelopment Project – Queensway Health Centre	2024	Lender
South Niagara Hospital	2023	Lender
Highway 3 Expansion Project		Lender to a bidding consortium
Ontario Line South Civil Project		Lender to a bidding consortium
Ontario Line RSSOM Project		Lender to a bidding consortium
West Lincoln Memorial Hospital		Lender to a bidding consortium
Milton Corridor		Lender to a bidding consortium
Orleans Health Hub	2019	Agent and lender
Vivanext Bus Rapid Transitway-Vaughan	2015	Agent and lender
Infrastructure East Rail Maintenance Facility	2015	Lender
Moncton Event Centre	2015	Lender
St. Michael's Hospital	2015	Agent and lender
Erinoaks Centre of Treatment and Development	2014	Agent and lender
Cambridge Memorial Hospital	2014	Agent and lender
Regina Revitalization Stadium Initiative	2014	Agent and lender
McMaster Children's Health Centre	2014	Agent and lender
Drivers Examination Services	2013	Agent and lender
Humber College	2013	Agent and lender
Brampton South West Quadrant Renewal	2012	Agent and lender

This letter shall not create any legal obligations on BMO's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. BMO reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not BMO will support the Proposer in connection with the Project. BMO is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, BMO requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without BMO's prior written consent. BMO consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

Sincerely,

Bank of Montreal



Saravanan Santhanam

Managing Director, Project Finance, BMO Commercial Bank

National Bank of Canada
130 King Street West, 8th Floor
Toronto, ON M5X 1J9

September 4, 2025

Peter Woodford
Project Manager
DCAMM Office of Leasing and State Office Planning
One Ashburton Place
15th Floor Suite 1500
Boston, Massachusetts, 02108

Re: Request for Proposals for the Springfield Regional Justice Center

National Bank of Canada ("**NBC**") has been approached by Gateway Justice Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd ("**Fengate**"), in connection with the pursuit of the Project. NBC is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and NBC is providing this letter as an expression of interest in supporting Fengate as a potential lender should the Proposer be selected as the Preferred Proponent.

NBC has had discussions with Fengate relating to its intent to pursue the Project and is well aware of Fengate's extensive alternative financing and public private partnership ("**P3**") development experience of public assets. Given NBC's understanding of the Project, NBC is confident that Fengate can successfully carry out all the required elements of the Project.

NBC possesses the experience and expertise required to carry out the financial, legal and technical due diligence that will be necessary to provide committed financing to Fengate prior to Financial Close. From a lending perspective, NBC currently manages approximately C$5 billion in credit exposure to infrastructure projects across North America. Over the past 14 years, NBC has provided lending commitments of approximately C$12.8 billion to support clients across the North American infrastructure sector, including participation in the following recent projects:

Project	Jurisdiction	Financial Close	Debt Amount	Role
Adult Corrections Facility Replacement Project	Newfoundland and Labrador	2025	C$276 million	Joint Bookrunner and Mandated Lead Arranger
Trillium Health Partners Mississauga Site Redevelopment Project	Ontario	2025	C$684 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Louis-Hippolyte-La Fontaine Tunnel Project	Quebec	2025	C$567 million	Joint Bookrunner and Mandated Lead Arranger
Surrey Langley SkyTrain Guideway Project	British Columbia	2024	C$248 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Eglinton Crosstown West Extension – Advance Tunnel 2 Project	Ontario	2024	C$137 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Highway 3 Widening Project – Essex to Leamington	Ontario	2023	C$94 million	Joint Bookrunner and Mandated Lead Arranger
South Niagara Hospital	Ontario	2023	C$560 million	Joint Bookrunner and Mandated Lead Arranger

National Bank of Canada
130 King Street West, 8th Floor
Toronto, ON M5X 1J9

Autoroute 25 Highway and Bridge Concession	Quebec	2023	C$365 million	Joint Bookrunner, Collateral Agent and Mandated Lead Arranger
Ontario Line Rolling Stock, Systems, Operations and Maintenance Project	Ontario	2022	C$650 million	Joint Bookrunner, Mandated Lead Arranger and Green Loan Coordinator
Regional Express Rail – Lakeshore West Infrastructure Improvements Project	Ontario	2022	C$102 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Advance Tunnel for Scarborough Subway Extension Project	Ontario	2021	C$328 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
QEW/Credit River Improvement Project	Ontario	2020	C$198 million	Joint Bookrunner and Co-Lead Arranger
Bayers Lake Community Outpatient Centre	Nova Scotia	2020	C$49 million	Sole Lead
Chicago Millenium Parking Garage – Holdco	Illinois	2020	Undisclosed	Sole Lead
Boston MBTA Fare Transit	Massachusetts	2020	US$435 million	Joint Bookrunner and Mandated Lead Arranger
Highway 104 Sutherlands River to Antigonish Project	Nova Scotia	2020	C$179 million	Joint Bookrunner and Mandated Lead Arranger
Hurontario Light Rail Transit Project	Ontario	2019	C$487 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Macdonald Block Reconstruction Project	Ontario	2019	C$185 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Newark Liberty International Airport Consolidated Rent-A-Car Center	New Jersey	2019	US$310 million	Joint Lead Arranger
Highway 401 Expansion	Ontario	2019	C$378 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Confederation Line Extension	Ontario	2019	C$226 million	Joint Bookrunner and Mandated Lead Arranger
City of Ottawa Trillium Line Extension Project	Ontario	2019	C$149 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Tlicho All Seasons Road Project	Northwest Territories	2019	C$174 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
LAX Consolidated Rent-A-Car Facility Project	California	2018	US$73 million	Administrative Agent, Sole Bookrunner and Mandated Lead Arranger
West Park Healthcare Project	Ontario	2018	C$138 million	Administrative Agent, Joint Bookrunner and Mandated Lead Arranger
Stouffville Corridor Stations Improvement	Ontario	2018	C$204 million	Joint Bookrunner and Mandated Lead Arranger
New Toronto Courthouse	Ontario	2018	C$124 million	Joint Bookrunner and Mandated Lead Arranger

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Michael Garron Hospital – Phase 1 New Patient Care Tower	Ontario	2018	C$339 million	Joint Bookrunner and Mandated Lead Arranger
Ottawa Light Rail 2 – Belfast MSF Expansion	Ontario	2017	C$41 million	Administrative Agent and Mandated Lead Arranger

This letter shall not create any legal obligations on NBC's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. NBC reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not NBC will support the Proposer in connection with the Project. NBC is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential lender for the Project in the future. Furthermore, NBC requests that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without NBC's prior written consent. NBC consents to disclosure of this support letter to the Proposer, the client on the Project and each of their respective advisors for the purposes of submitting a proposal for the Project.

Sincerely,

National Bank of Canada

By: _____

Gil Herritt
Managing Director, Credit Capital Markets

Private Debt Investments
Tel 416 597 1440
Fax 416 597 9678

February 20, 2024
110124 Fengate
Jessica Koenig
Manager of Contracts & Procurements
4701 Marion Street, Suite 401
Denver, CO, 80216
j.koenig@nationalwesterncenter.com

Re: Request for Proposals for the National Western Center Equestrian Center and Parking Garage (the "Project")

The Canada Life Assurance Company ("**Canada Life**") has been approached by Community Activation Partners (the "**Proposer**") a consortium led by Fengate Capital Management Ltd. and Hensel Phelps Construction Company in connection with the pursuit of the Project. Canada Life is aware that the Proposer will be submitting a response to the Request for Proposals (the "**RFP**") with regards to the Project, and Canada Life is providing this letter as an expression of interest in supporting the Proposer in its bid for the Project should they be selected as the Preferred Proponent.

Canada Life has had discussions with the Proposer relating to its intent to pursue the Project and is well aware of the Proposer's extensive public private partnership (**"P3"**) development experience. Given Canada Life's understanding of the Project, Canada Life is confident that the Proposer can successfully carry out all elements of the design, construction, event programming and financing of the Project.

Canada Life is a Canadian company that offers life, health, and disability insurance for groups and individuals, with an Insurer Financial Strength rating of AA/AA/Aa3 from DBRS, Standard & Poor's and Moody's respectively. Our organization possesses the experience and expertise required to carry out the financial, legal and technical due diligence that will be necessary to provide committed financing to the Respondent. To date, we have underwritten and/or invested in over 70 Alternative Financing and Procurement ("**AFP**") / Public-Private Partnerships ("**P3s**") transactions, with a current book value in excess of $2 billion. We actively support P3 projects during the bid process, having provided committed financing to a large number of projects across Canada, the US and Australia.

Canada Life has a strong track record in delivering finance solutions, which utilise the PPP procurement process for infrastructure projects of this nature. This is demonstrated in the following projects:

Project	Location	Year	Size	Role
Halifax Regional Municipality Organics Management DBFM Project	Nova Scotia, Canada	2021	C$134.5 million	Long-Term Lender
Prince George County Public Schools DBFM Project	Maryland, USA	2020	$1,240 million	Long-Term Lender
McDonald Block Complex Reconstruction DBFM Project	Ontario, Canada	2019	C$926 million	Long-Term Lender
Ravenhall Prison DBFOM Project refinancing	Victoria, Australia	2019	A$640 million	Long-Term Lender
LAX Consolidated Rent-a-Car Facility DBFM Project	California, USA	2018	$2,000 million	Long-Term Lender

This letter shall not create any legal obligations on Canada Life's part, including, without limitation, any commitment to provide financing to the Proposer in connection with the Project. Canada Life reserves all rights to conduct full due diligence and shall have sole discretion as to whether or not Canada Life will support the Proposer in connection with the Project.

Canada Life is, however, extremely interested in continuing its communications with the Proposer and evaluating the possible role it may play as a potential funder for the Project in the future. Furthermore, we request that this letter and related information be kept strictly confidential and that it be used only in connection with the transaction described herein. This letter and any related oral information provided by us may not be disclosed to any third party or circulated or referred to publicly without our prior written consent. Canada Life consents to disclosure of this support letter to the Proposer and the client on the project, and each of their respective advisors for the purposes of submitting a proposal for the Project.

Yours faithfully,

The Canada Life Assurance Company



Name: Sébastien Munsch
Title: Managing Director
T: (416) 552-3987 | C: (416) 399-1850
E: Sebastien.Munsch@CanadaLife.com

Appendix A9
Lease Rider

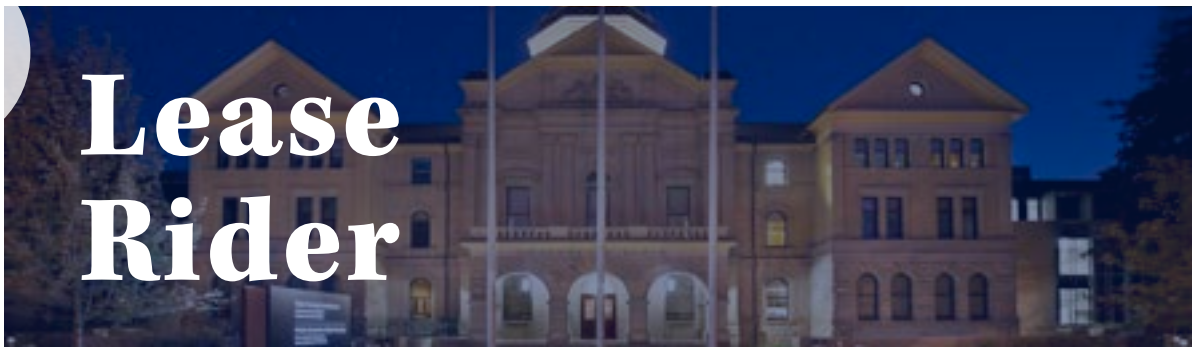






A9

Lease Rider



Gateway Justice Partners has suggested some adjustments to the lease driven by our proposal to provide a new purpose-built Justice Center and to allow project financing to occur at the most competitive rates based on lender feedback. The revisions are intended to ensure that Gateway Justice Partners can provide fixed pricing for all Landlord's Improvements, Landlord's Services and Capital Improvements for the duration of the 40-year initial term of the Lease. The proposed revisions allow us to offer the Commonwealth a best value solution for a purpose-built facility by incorporating certain key changes, including:

» An automatic transfer of title to the Building and the land upon which the Building is located at the end of the Term or on any earlier termination of the Lease.

» A clearer allocation of certain risks to the party best able to manage them, both during the construction period and following the Date of Occupancy, tailored to the unique function of the Premises.

» A market standard longstop date of 365 days following the Completion Date to allow both equity providers and lenders an opportunity to rectify a construction delay.

» Termination payments in various termination scenarios that reflect the reason for the termination and the automatic transfer of title to the Building and the land upon which the Building is located.

» Reciprocal indemnities, waivers of subrogation and waivers of consequential damages.

Gateway Justice Partners would welcome the opportunity to discuss and amend the Lease Rider in collaboration with DCAMM.

RIDER TO LEASE

DATE OF LEASE:

LANDLORD: _____

TENANT: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, the Massachusetts Trial Court

BUILDING (ADDRESS): _____
Springfield, Massachusetts _____

PREMISES: [_____]

Modify this Lease as follows:

1. In the definition of "Term" in §1.1, replace the word "tenth" with the word "fortieth" and add the word "Extended" before the words "Term, unless otherwise expressly stated".

2. In §3.2(b), add the following at the end of the first sentence ", provided that Tenant shall not have the right to take possession of the Premises and begin to use the Premises for any or all of the Permitted Uses before the Completion Date without the prior written consent of Landlord".

3. Add the following new §3.4:

"3.4 Option(s) to Extend Term.

(a) Tenant shall have the right to extend the original Term of this Lease for two (2) periods of ten (10) years each (individually or collectively, as the context may require, the "Extended Term") by giving written notice of its intention to do so not later than twenty-four (24) months prior to the expiration of the original Term or the first Extension Term, as applicable (the "Extended Term Notice Date"). Notwithstanding the foregoing, in the event that the Base Rent for the applicable Extended Term has not been established pursuant to Section 3.4(b) below by the Extended Term Notice Date, then the Extended Term Notice Date shall be extended to the date that is thirty (30) days following the date on which the Base Rent for the then-applicable Extended Term is established pursuant to Section 3.4(b) below. The Extended Term(s) shall be upon all of terms and conditions contained in this Lease, except that Base Rent shall be payable as set forth in §3.4(b) below.

(b) No later than thirty-six (36) months prior to the expiration of the original Term of the Lease or the first Extension Term, if applicable, Landlord shall send written notice to Tenant with Landlord's proposal for the Base Rent schedule for the first

Extended Term or second Extended Term, as applicable (the "Landlord Rent Proposal"), which Landlord Rent Proposal shall be based on the then-current fair market rent for the Premises as determined by a real estate appraiser licensed in Massachusetts ("Landlord's Appraiser"), which Landlord's Appraiser shall be compensated by Landlord. Tenant shall have a period of ninety (90) days following receipt of the Landlord Rent Proposal to either (i) accept or (ii) dispute the proposed Base Rent for the Extended Term by sending written notice to Landlord of Tenant's fair market value determination for the Base Rent for the Extension Term (the "Tenant Rent Proposal") as determined by an appraiser licensed in Massachusetts ("Tenant's Appraiser"). Landlord shall have a period of thirty (30) days to either accept or reject the Tenant Rent Proposal by written notice to Tenant. In the event Landlord fails to respond within such thirty (30) day period, the Base Rent set forth in the Tenant Rent Proposal shall be deemed to be the Base Rent for the then applicable Extension Term. In the event that Landlord provides written notice to Tenant within such thirty (30) day period that Landlord disagrees with the Tenant Rent Proposal, then, within thirty (30) days following such notice, Landlord's Appraiser and Tenant's Appraiser shall jointly select a third, independent appraiser, which appraiser shall be a licensed real estate appraiser in the Commonwealth of Massachusetts and have a minimum of ten (10) years experience in appraising commercial real estate in the greater Springfield area (the "Third Appraiser"), which Third Appraiser shall be compensated by Landlord. Within thirty (30) days following appointment, the Third Appraiser shall determine the fair market value for the Base Rent during the then applicable Extension Term. Notwithstanding the foregoing or anything to the contrary contained herein, following the determination of the Base Rent for the then applicable Extension Term, whether by agreement between the parties or as determined by the Third Appraiser or otherwise, Tenant shall retain the right, in Tenant's sole and absolute discretion, to exercise or decline Tenant's option to extend for the Extended Term as set forth in Section 3.4(a) above."

4. Add the following new §3.5:

"In consideration of the execution of this Lease by Tenant and the performance of Tenant's obligations hereunder, Landlord hereby grants to Tenant the right to acquire the Building and the land upon which the Building is located for the Purchase Price (as defined below), in accordance with the terms and conditions set forth herein (the "Automatic Transfer").

The Automatic Transfer shall occur on the last day of the then-current Term or upon any earlier termination of this Lease in accordance with § 7.1, § 7.2, § 9.2, § 9.5 or § 12.2.

The delivery of the deed to the Building to Tenant (the "Closing") shall be on the Expiration Date, at a time and place in the Springfield area to be designated by Tenant in writing. The purchase price for the Building shall be $1.00 (the "Purchase Price") and shall be paid at the Closing in good funds drawn on a Massachusetts clearinghouse bank (including a check of the Commonwealth or a wire transfer of funds of the Commonwealth) at the Closing.

At the Closing, the Building shall be conveyed by a good and sufficient Massachusetts quitclaim deed in recordable form running to the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management or any successor agency to said Division, and said deed shall convey good and clear record and marketable title thereto, free from all encumbrances except for encumbrances reasonable and customary for a transaction of this nature.

Full possession of the Building shall be delivered by Landlord to the Commonwealth at the Closing.

Adjustments of Rent, additional rent, water and sewer use charges and all other items of a similar nature shall be apportioned in accordance with customary practice as of the Closing to the end that Tenant shall bear and pay all such items as provided for in this Lease through the Closing."

5. In §4.2(c), delete the words "ten business days" and replace them with "twenty-five business days".

6. In §4.3(a), add the words "Except as provided in §4.3(b) and §4.3(c)," before the words "The Completion Date may only be modified with Tenant's written agreement".

7. In §4.3(b), replace the words "150 days" with the words "180 days" and replace the words "without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion" with the words "without both party's written consent, which each party has the right to withhold for any reason or for no reason, in such party's sole discretion".

8. In §4.3(c), add the following as a new subsection at the end of the provision "(v) any deliberate or negligent act or omission of Tenant or Tenant's employees, agents, contractors, servants or invitees."

9. In §4.3(e), add the words "Except as provided in the following sentence," at the beginning of the sentence "The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease." Add the following as a new second sentence "Landlord shall also be entitled to compensation from Tenant, as additional rent, in an amount equal to the amount necessary to place Landlord in a no better or worse position than Landlord would have been in had the Tenant Delay not occurred."

10. Delete §4.3(h) in its entirety.

11. In §4.3(i), replace the words "60 days" in both places that they appear with the words "365 days" and replace the sentence "Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations." with the sentence "Such termination

of this Lease by Tenant will be effected in accordance with the provisions of § 9.5 and § 9.6."

12. In §4.3(j), replace the words "30 days after the Date of Occupancy" with the words "120 days after the Date of Occupancy or such longer period as is reasonable in the circumstances".

13. Add the following new §5.2(c):

"If there is a change in applicable law or policy following the execution of this Lease (including, without limitation, any increase in applicable tariffs) that increases Landlord's cost to complete the Landlord's Improvements or provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires, Landlord shall be entitled to an extension of any impacted time periods and compensation from Tenant, as additional rent, in an amount equal to the amount necessary to place Landlord in a no better or worse position than Landlord would have been in had the change in applicable law or policy not occurred."

14. In §5.3(a), add the words "Subject to Landlord's right to enter the Premises in accordance with §5.3(b) and to perform its obligations under this Lease," at the beginning of the provision.

15. In §5.3(b), delete the sentence "Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax), or by email to LeasingForms.DCAMM@mass.gov, in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48- hour notice in the case of an emergency affecting the Premises."

16. In §5.4(c), replace the words "five business days" with the words "five business days or such longer period as is reasonable in the circumstances (provided Landlord has commenced and is diligently pursuing such repair, correction, or replacement)".

17. In §5.4(d), replace the word "immediately" with the word "promptly".

18. In §5.4(f), add the words ", or said repairs or maintenance are being performed in accordance with the property management plan" after the words "unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors" and add the following new sentence at the end of the provision "The parties acknowledge that the property management plan contemplates both routine and major maintenance activities, the performance of which will impact Tenant's access to and use of the Premises."

19. In §5.5, add the following new sentence after the first sentence "The allocation of responsibility between Landlord and Tenant for such services is set out in more detail in Exhibit ■ (Risk Allocation Matrix)." and replace the words "the lesser of (i) the actual costs of the Additional Services, or (ii) the estimated cost of the Additional Services" with the words "the estimated cost of the Additional Services approved by Tenant".

20. In §5.6(d), delete the sentence "This indemnity survives termination of this Lease."

21. In §6.1(a), delete the language reading "(ii) does not materially increase the amount of visitor or employee traffic to and from the Premises".

22. Add the following new §6.1(d):

"Landlord shall be entitled to compensation from Tenant, as additional rent, in an amount equal to the amount necessary to place Landlord in a no better or worse position than Landlord would have been in had a Tenant Compensation Event not occurred. For the purposes of this Lease, "Tenant Compensation Event" means any of the following:

(i) any failure by Tenant to perform any of Tenant's obligations under this Lease;

(ii) any deliberate or negligent act or omission of Tenant or Tenant's employees, agents, contractors, servants or invitees; or

(iii) any official or unofficial strike, lockout, work to rule or other labor-related action involving employees of Tenant."

23. In §6.2, add the following new paragraph before the existing paragraph:

"Tenant must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit ■, at its sole cost and expense. The allocation of responsibility between Landlord and Tenant for such services is set out in more detail in Exhibit ■ (Risk Allocation Matrix). In performing its janitorial and other services, Tenant must make all reasonable efforts to minimize interference (and to cause its agents, contractors, or servants to minimize interference) with Landlord's operation and maintenance of the Building. Tenant must also compensate Landlord, as additional rent, for any damage to the Premises caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's employees, agents, contractors, or servants in the performance of Tenant's janitorial and other services, and any damage to the Premises caused by Tenant's invitees, including any vandalism to the Premises by members of the public."

24. Add the following new §6.3(d):

"Tenant must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Landlord from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance that Tenant, Tenant's employees, agents, independent contractors, or invitees release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. Promptly upon discovery, Landlord must notify Tenant in writing of any facts or circumstances that give rise to any claim by Landlord."

25. In §6.5(c), replace the words "given Landlord's consent" with the words "withheld Landlord's consent".

26. In §6.6(a), add the words ", or that would materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building" after the words ", or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building".

27. In §7.1(c), add the following as a new sentence at the end of the provision "Upon termination of this Lease by either Landlord or Tenant pursuant to this § 7.1, Tenant must pay to Landlord an amount equal to the outstanding senior debt amount, including accrued interest, breakage costs and other fees, costs and expenses, as at the termination date, net of any insurance proceeds received by Landlord in respect of the fire or other casualty."

28. In §7.2(b), add the following as a new sentence at the end of the provision "Upon termination of this Lease by either Landlord or Tenant pursuant to this § 7.2, Tenant must pay to Landlord an amount equal to the outstanding senior debt amount, including accrued interest, breakage costs and other fees, costs and expenses, as at the termination date, net of any damages or other compensation received by Landlord in respect of the Taking."

29. In §8.1, delete the sentence "This indemnity survives the Expiration Date."

30. Add the following new §8.2:

"8.2 <u>Indemnification of Landlord by Tenant</u>

Under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant must indemnify, save harmless, and defend Landlord from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Landlord incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that Landlord employs."

31. Delete §8.2(a) in its entirety and replace it with the following:

"Landlord shall maintain, or cause to be maintained, insurance in connection with the Premises and its business operations, including property, equipment breakdown, business interruption and general liability insurance, with responsible and reputable insurance companies of recognized standing, in such amounts and with such deductibles as are customary for premises the same or similar to the Premises. Tenant shall compensate Landlord, as additional rent, for all actual costs incurred by Landlord in providing the insurance contemplated by this § 8.2."

32. Delete §8.2(b) in its entirety.

33. In §8.3, add the following as a new paragraph following the existing paragraph:

"For purposes of this § 8.3, "self-insured" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required and Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease. All amounts which Tenant pays or is required to pay and all loss or damage resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation in § 8.5 and shall not limit Tenant's indemnification obligations. In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company had insurance been purchased, Tenant shall (i) undertake the defense of any such claim, at its sole cost and expense, and (ii) use its own funds to pay any claim or replace any equipment or other physical property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure."

34. In §8.5, add the words "or, if the risk is self-insured, to the extent that insurance proceeds would have been recoverable had such insurance been placed" after the words "by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance)".

35. In §9.2(c), delete the sentence "If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord's damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term."

36. Delete §9.5 in its entirety and replace it with the following:

"Upon the occurrence of an Event of Default by Landlord that is continuing, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause or causes of such Event of Default within 30 days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant is required to comply with the provisions of § 6.7."

37. Delete §9.6 in its entirety and replace it with the following:

"Upon termination of this Lease by Tenant pursuant to § 9.5, Tenant must pay to Landlord an amount equal to 80% of the outstanding senior debt amount, including accrued interest, breakage costs and other fees, costs and expenses, as at the termination date."

38. In §10.1, add the words "with such commercially reasonable modifications requested by the holder(s) of such mortgage(s)" after the words "the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*".

39. In §10.2, add the words "with such commercially reasonable modifications requested by the holder(s) of such mortgage(s)" after the words "the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*".

40. In §12.2, delete the words "without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party" and add the following as a new sentence at the end of the provision "In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term."

41. In §13.1, add the following as a new sentence at the end of the provision "Notwithstanding the foregoing, nothing in this paragraph limits any right that Landlord otherwise has to obtain injunctive relief against Tenant, or to claim the proceeds of any insurance maintained by Tenant for Landlord's benefit (if applicable) or any condemnation proceeds to which Landlord is entitled under this Lease."

42. In §13.2, delete the sentence "In addition, nothing in this §13.2 limits the recourse of the Tenant on account of willful fraudulent conduct."

43. Add the following new §13.3:

"13.3 Waiver of Consequential Damages

Except as otherwise expressly provided herein, neither party will be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive or similar losses or damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Lease, or any representation made in this Lease being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty or any other legal theory."

44. In §15, delete the words "(including any delay in the payment of Rent caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM)".