

AGREEMENT
BETWEEN OWNER AND OWNER'S REPRESENTATIVE

This Owner's Representative Agreement ("Agreement") is entered into this June 26, 2023, by and between the Town of Cape Elizabeth, acting by and through the Cape Elizabeth School Board ("Owner"), and CBRE Heery, LLC ("Owner's Representative").

For and in consideration of the payment and agreements hereinafter mentioned, the Owner's Representative and the Owner hereby agree as follows:

1. TERMS AND CONDITIONS

1.1. The Owner agrees to hire the Owner's Representative, and the Owner's Representative agrees to be hired, as an independent contractor to serve as Owner's Representative to perform the services described herein related to the Owner's construction and/or renovation of Owner's school buildings, as determined as part of the scope of work under this Agreement (the "Project"). Neither the Owner's Representative nor its officers, officials, employees, representatives, agents, volunteers or servants is entitled to any of the benefits enjoyed by employees of the Owner. The Owner shall pay the Owner's Representative in accordance with the Fee Schedule attached hereto as **Exhibit A**, provided that the Fee through referendum shall not exceed \$259,220.00 (the "Agreement Amount") without Owner's prior written approval. The parties agree to negotiate a not-to-exceed fee in accordance with **Exhibit A** Fee Schedule for services post-referendum, which shall be included in the Project budget submitted to that referendum vote. The employment of the Owner's Representative shall, unless sooner terminated by Owner, or as otherwise determined as part of the negotiation of the Owner's Representative's Fee following a successful referendum on the Project, continue through final completion and one-year warranty period of the Project.

1.2 The parties estimate that working time will be as set forth in the Fee Schedule.

1.3 The Owner's Representative shall log a monthly statement of fees and expenses in form and level of detail acceptable to Owner, which information will be included in the Owner's Representative's invoice for services submitted each month.

1.4. The Owner will reimburse the Owner's Representative for actual reasonable expenses, which reimbursement shall not exceed \$ 10,000.00 through the referendum date without Owner's prior written approval. Reimbursable expenses include only Project-related mileage including mileage to and from the job site, long distance telephone calls/fax, cellular calls, and overnight mailings. All other costs shall be reimbursed only with prior written approval by Owner. Reimbursable expenses will be billed at cost. Mileage will be billed at the prevailing mileage reimbursement rate set by the IRS. All requests for reimbursements must be to the Owner with appropriate supporting documentation in a form satisfactory to the Owner (receipts and mileage logs, etc.). Owner Representative's fees and reimbursable expenses shall be paid monthly.

1.5 The Owner's Representative will assign Chuck Adam, Vice-President to have primary responsibility for services under this Agreement, or such other individual as shall be approved by the Owner. Owner's Representative shall perform its Services in accordance with the standard of care ordinarily applicable to similarly situated professional services providers on projects of like complexity. Owner's Representative shall provide sufficient organization,

personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

1.6 The Owner's Representative shall procure and maintain for the duration of the Project insurance issued by a company fully licensed to do business in the State of Maine as follows:

<u>Insurance</u>	<u>Limits</u>
General liability insurance	\$5,000,000 per occurrence/\$5,000,000 aggregate
Professional Liability insurance	\$2,000,000 per claim/aggregate
Automobile liability	\$5,000,000 combined single limit
Worker's compensation	statutory

General liability coverage shall name Owner as an additional insured. The limits required for General Liability and Automobile Liability insurance can be met by any combination of primary and excess/umbrella following form coverage.

1.7 A copy of the Owner's Representative's certificate of insurance shall be provided to the Owner prior to commencement of work. Coverage afforded under the insurance policies will not be canceled or materially changed unless at least fifteen (15) days' prior written notice has been given to the Owner by Owner's Representative.

1.8 The Owner's Representative shall not issue any verbal or written order for amendment to contracts between the Owner and any contractor engaged for the Project (the "Construction Contracts") unless reviewed by the Architect or Engineer (together, the "Design Team") as applicable and until approved in writing by the Owner.

1.9 The Owner's access to the Work as defined in the Construction Contract may be exercised by the Owner's Representative.

1.10 The Owner's Representative shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2. SCOPE OF OWNER'S REPRESENTATIVE SERVICES

2.1 Owner's Representative agrees to perform services as provided in this Section (the "Services"). The Owner's Representative acknowledges that the Cape Elizabeth School Board and the Cape Elizabeth Town Council have jointly established the Cape Elizabeth School Building Advisory Committee ("SBAC") and approved the charging document for the SBAC attached hereto as **Exhibit B**. The Owner's Representative will facilitate the SBAC in the accomplishment of its advisory function through a successful referendum, and should the School Board and Town Council jointly agree, through later stages of the Owner's Representative's Services under this agreement. This will include attendance at the Owner's SBAC meetings as requested to assist the SBAC in its advice to the School Board. The Owner may also request the Owner's Representative to attend meetings of the School Board and joint meetings of the School Board and Town Council to provide project updates and for their input in the performance of their respective roles as described in **Exhibit B**. The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Owner to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing

the work of the Construction Professionals. Owner acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that Owner's Representative does not warrant or guaranty, and will not be liable with respect to, their performance, schedule or work product. Subject to its performance in accordance with the applicable standard of care, Owner's Representative will not be liable for (i) design techniques or procedures or (ii) construction means, methods, techniques, sequences or procedures employed by any third party including Construction Professionals providing design, construction or other services in connection with the Project.

2.2 GENERAL SERVICES.

- a. Facilitate communications, teamwork and trust between the Owner, Contractor, and Architect, in conformance with Owner/Architect and Owner/Contractor agreements.
- b. Prepare for and if requested attend meetings of the Owner; participate in and keep a summary record of deliberations.
- c. Communicate with the Owner, the contractor, the design team and other project participants.
- d. Guide the Owner in the development of a budget for each phase of the project.
- e. Perform such other associated duties as are assigned by the Owner.
- f. Help Owner understand material provided by the Architect and General Contractor, including the implications of recommendations.
- g. Maintain complete organized project files consistent with professional standards and as required by Owner, including all Project design and construction documents, correspondence, meeting minutes, invoices, and approvals. The Owner's Representative acknowledges that complete, organized project files in accordance with this Agreement are critical to protect the interests of the Owner in the event of legal disputes with the contractor or design team.
- h. Develop schedule and basis of compensation of Owner's Representative's deliverables and additional services, if any.
- i. Meet as necessary with the Owner and as applicable the School Board and/or Town Council for Project updates and input.
- j. Make recommendations to the Owner and communicate with the Contractor, the design team, and other project participants in timely fashion to at all times protect the Owner's interests for the accomplishment of a successful project and in satisfaction of the Owner's project contractual obligations.

2.3 ANALYSIS OF PREVIOUS BUILDING PROJECT DESIGN PROCESS & PRODUCT.

- a. Complete an analysis of the work completed between 2015 and 2022, and subsequent recommendations to address the needs of the school facilities.
- b. Based upon the above analysis, provide recommendations to the School Building Advisory Committee for next steps, including a cost/risk/benefit consideration of alternative approaches.

2.4 DESIGN PHASE (Including all phases of project design).

- a. Generally assess the design to see whether it meets the Owner's needs, as established by the School Building Advisory Committee and in accordance with applicable laws, regulations, and Maine Department of Education guidelines for major capital school construction projects.
- b. Generally assist with the Project concept design, concept design documents, and concept budget (or later design stage if specified by Owner) to be presented to voters at referendum. It is understood that "concept design," although not a traditionally recognized design phase, refers to the stage of design and budget development necessary to bring a Maine school construction project to a referendum vote.
- c. Provide specific recommendations on behalf of the Owner regarding conformance with cost estimate and budget, schedule, phasing, document quality and stage of development, and other project criteria.
- d. Review project costs, including construction cost estimates, against budget and make specific recommendations for corrective action by the Design team as needed, which may include design modifications and selection of project elements to be bid as alternates.
- e. Provide specific comments and recommendations on behalf of the Owner on the design documents as developed by the Design team.
- f. Provide comments on the Design team's project schedule and monitor the same, including allowance of sufficient time for prequalification of contractors, including advertising, review of submissions, and selection of the pre-qualified contractors.

2.5 BIDDING PHASE – AT CONCLUSION OF THE DESIGN DEVELOPMENT PHASE.

- a. Assist Owner in the bidding phase, including prequalification of contractors, including advertising, review of submissions, and selection of the pre-qualified contractors.
- b. Assist the Owner in understanding filed sub-contract and General Contractor bid analysis.
- c. Assist Owner regarding bid alternates, value engineering, scope, and contract negotiation alternatives.

- d. Assist with Owner with the award, notice to proceed and construction contract and payment and performance bonds.

2.6 CONSTRUCTION PHASE.

- a. Be on the site as agreed with Owner and otherwise requested by Owner to monitor the progress of the work, identify and mitigate risks, to facilitate timely responses among the project team members, stakeholders, and Owner, and to assist in the smooth progression of the work.
- b. Assist the Architect and Owner with review of the Construction Schedule developed by the General Contractor. Review weekly, or periodically as directed by the Owner, current critical issues, the updated schedule, and current RFI, Submittal, and Change Order logs.
- c. Represent the Owner, as directed, at construction and pay requisition meetings.
- d. Attend progress meetings on site with the General Contractor and Architect and advise on procedures, progress, quality of work, and schedule. Review meeting minutes and track action items, areas of responsibility, due dates, and general accuracy.
- e. Issue a monthly progress report to the Owner and Architect that includes an updated schedule (based upon schedules provided by General Contractor), as well as a discussion of current critical issues, general progress and quality of the work, potential problems, overall status of the project, and suggest solutions as required. If schedule may be or has been adversely impacted, suggest a recovery schedule and work collaboratively with effected parties.
- f. Meet with the Owner as requested to review and discuss construction progress and quality, and general conformance with the contract documents.
- g. Work with Owner to update project budget on a monthly basis, identify variances between actual and budgeted costs. Recommend corrective action.
- h. Review the Submittal Log to determine that all submittals required by the contract documents are submitted and processed in a timely fashion. Report problems to the Owner.
- i. Work with the Architect and General Contractor to prioritize submittals for review based on lead times for materials addressed in given submittals.
- j. Review Change Proposals and Change Orders and advise Owner.
- k. Assist Architect and Owner in review, evaluations and documentation of claims and recommend actions to Owner.

- l. Review log of all Requests for Information (RFI) to assure that none are overlooked and that all are responded to in a manner that preserves the schedule and the budget. Problems shall be reported to the Owner.
- m. Review all Invoices for Architect Services and make recommendations prior to approval and payment by the Owner.
- n. Review Monthly Progress Payments presented by the General Contractor and evaluate the Architect's recommendations whether amounts being invoiced are compatible with the progress of the Work and approved Change Orders. If the Owner's Representative believes that the invoice is inconsistent with the progress of the work he or she shall meet with the Architect to discuss the basis for the billing and propose adjustments if needed prior to making a recommendation to the Owner for approval of payment.
- o. Require that record drawings are being maintained.
- p. Review with the Architect proposed substitutions of significant material or equipment and make recommendations to the Owner relative to quality, durability, cost, and schedule impact.
- q. Report project-related Contractor-Subcontractor relations, jobsite problems and job coordination issues to Owner.
- r. Report to Owner any differences that may occur between the Architect and Contractor regarding execution of the work.
- s. Generally inspect the work for the purpose of quality control and conformance with the drawings and specifications. Any deficiencies found will be discussed with the Architect for review as necessary.
- t. Communicate on behalf of the Owner with the Contractor and Architect on performance and completion issues.

2.7 POST-CONSTRUCTION PHASE.

- a. Observe final testing and startup of all utilities, systems and equipment. Assist with creation of punch list and coordinate punch list items to be completed or corrected with the Architect and General Contractor.
- b. Assist Owner in scheduling training for maintenance personnel on mechanical and electrical systems with the General Contractor. Review submittal to Owner of warranties, keys, record documents and operating manuals.
- c. Review project close-out package with the Architect to verify that all requirements are satisfied.
- d. Verify receipt of Certificates of Occupancy, completion of punch list items and review of Record drawings.

- e. Review final pay application and recommend release of retainage based upon completion of the contract requirements.

2.8 WARRANTY PHASE.

- a. Coordinate requests for warranty work from Owner with Architect to aid timely completion of the required work.
- b. Assist Owner with correction of work during one-year warranty period.

2.9 In addition, the Owner's Representative shall perform any other duties relative to the Project as assigned by the Owner and fairly within the scope of services customarily performed by an Owner's Representative under the circumstances. It is anticipated that the Owner's Representative will work closely with all responsible parties on the Project.

2.10 The Owner's Representative shall give prompt notice to the Owner, and on the Owner's behalf to other concerned parties to the Project, if the Owner's Representative becomes aware of any fault in the Project or nonconformance with the Construction Contracts, including fault in or nonconformance with the plans and specifications for the Project, or any failure of performance and by the Owner.

3. **OWNER'S RESPONSIBILITIES**

3.1 The Owner shall provide to the Owner's Representative available information regarding requirements for the Project, including any applicable program which sets forth the Owner's objectives, schedule, constraints, and systems, and the Owner's Representative may reasonably rely upon the accuracy and completeness of such information. To the extent that the Owner has not developed a program, Project criteria or schedule, and to the extent specified in the Owner's Representative's scope of services, the Owner's Representative shall assist the Owner with development of the items set out in the prior sentence.

3.2 The Owner shall establish and update an overall budget for the Project based on consultation with and recommendations of the Owner's Representative and the Design Team, which budget shall include construction costs, all other Project costs, and reasonable contingencies relating to all of these costs.

3.3 The individual authorized to act on the Owner's behalf with respect to the Project is the Superintendent of Schools or the individual designated by the Superintendent of Schools in writing. The Owner or such authorized representative shall render approvals and decisions in a timely manner pertaining to matters submitted by the Owner's Representative in order to avoid unreasonable delay in the orderly and sequential progress of the Owner's Representative's services.

3.4 The Owner shall furnish the Owner's Representative with copies of written communications with the Architect, the general contractor, and other third parties concerning the Project, which communications the Owner's Representative shall file with other communications as required by this Agreement.

4. MISCELLANEOUS PROVISIONS

4.1 CHANGE IN THE SCOPE OF SERVICES. The Owner may order changes in the scope of the Owner's Representative services, the Fee Schedule being adjusted accordingly. Any monetary adjustment or any substantial change in the work shall be made only if evidenced by a Supplementary Agreement signed by both parties prior to the performance of such change.

4.2 SUBCONTRACT. Except as expressly provided in this Agreement, the Owner's Representative shall not make subcontract for any of the services herein contracted for without the written consent of the Owner.

4.3 ASSIGNMENT. The Owner's Representative shall not sell, transfer, or assign this Agreement or of its right, title or interest herein, without written consent of the Owner.

4.4 TERMINATION. Either party shall have the right to terminate this Agreement or suspend its performance due to substantial nonperformance of the terms hereof by the other party, after seven (7) days' written notice to the other party specifying the failure(s) of the other party to perform, which failure is not cured by the other party within said period. Termination for cause shall be in addition to all other legal and equitable remedies. Additionally, the Owner shall have the right to terminate this Agreement without cause upon thirty (30) day's written notice of termination to the Owner's Representative. In the case of termination by Owner without cause, the Owner shall compensate the Owner's Representative equitably for services completed in accordance with the terms of this Agreement.

4.6 GOVERNMENTAL REQUIREMENTS. The Owner's Representative warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

4.7 GOVERNING LAW. This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against Owner regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Owner's Representative consents to personal jurisdiction in the State of Maine.

4.8 DISPUTE RESOLUTION. If, in the performance of this Agreement, there arises a dispute between the Owner's Representative and the Owner that cannot be resolved by the parties to the contract, the dispute may in Owner's sole discretion be submitted to mediation or binding arbitration. The parties shall jointly select the mediator or arbitrator. If the parties in dispute are not satisfied with the results of mediation, the Owner may elect arbitration or may pursue judicial action in a court of law.

4.9 HOLD HARMLESS. The Owner's Representative agrees to indemnify, defend and hold harmless the Owner and its directors, officers, agents and employees in their individual and official capacities (individually and collectively "Indemnitees") from and against any and all third party claims, costs, expenses (including reasonable attorneys' fees and court costs), injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "Claims") to the extent caused by the Owner's Representative, its employees, its agents, or subcontractors, and (i) made or asserted by any contractor, subcontractor, materialman, laborer,

and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") claiming by, through or under the Owner's Representative; (ii) arising out of violation or infringement or any proprietary right, copyright, trademark, right of privacy, or other right arising out of publication, translation, development, reproduction, delivery, use or disposition of any data, information, or other matter furnished or used in connection with this Agreement by the Owner's Representative, its agents or contractors; (iii) arising out of libelous or other unlawful material used or developed in connection with this Agreement by the Owner's Representative, its agent or contractor; or (iv) in which bodily injury or death is suffered or asserted by any person due to any negligent act or omission by Owner's Representative under this Agreement or by any person employed by Owner's Representative in conjunction with this Agreement. This indemnity and hold harmless agreement includes all attorneys' fees and court costs incurred by Indemnitees in enforcing this provision.

This provision shall apply, without limitation, to all claims made by employees of the Owner's Representative or of any supplier or subcontractor of any tier, in contractual privity with the Owner's Representative regardless of any provisions of the applicable Workers Compensation laws, and in particular regardless of the exclusive remedy and/or employer immunity provisions of those laws, all of which are expressly waived.

4.10 NOTICE OF CLAIMS. The Owner's Representative shall give the Owner immediate notice in writing of any legal action or suit related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Owner's Representative by any person which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

4.11 TIME IS OF THE ESSENCE. Time is of the essence in the performance of the Owner's Representative's obligations and services under this Agreement.

4.12 SEVERABILITY. The invalidity or unenforceability of any particular provision or part of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or part thereof had been omitted.

4.13 INTEGRATION. All terms of this Agreement are to be interpreted in such a way as to be internally consistent.

4.14 SET-OFF RIGHTS. The Owner shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the Owner's option to withhold for the purposes of setoff any moneys due to the Owner's Representative under this Agreement.

4.15 ENTIRE AGREEMENT. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.

4.16 WAIVER. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment

for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

4.17 AMENDMENT. This Agreement may be amended further only by written instrument signed by both the Owner and Owner's Representative.

4.18 THIRD PARTY CLAIMS Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Owner's Representative.

4.19 STATUTE OF LIMITATIONS Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

4.20 LIMITATIONS OF LIABILITY Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. For purposes of this limitation, damage to the Owner's buildings or facilities or the Project are deemed to be direct damages. In no event shall Owner's Representative incur liability under this Agreement or otherwise relating to the Services in excess of the limits of insurance required herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Owner and the Owner's Representative, by their duly authorized representatives, agree to the performance of the covenants contained herein and have executed this Agreement as of the day and year first above written.

Marie Stoj
Town Manager June 29, 2023.

**Owner: Town of Cape Elizabeth, a
municipal school unit acting by and
through its School Board**

By: *C. Neenan* 6/29/23

Its: Superintendent of Schools

**Owner's Representative:
CBRE Heery, LLC**

By: *Robt C* June 26, 2023

By: *Chuck Adam* June 26, 2023
Chuck Adam, Vice-President

EXHIBIT A
FEE SCHEDULE

(to be added)

June 6, 2023

33 Arch Street, 28th Floor
Boston, MA 02110
www.turnerandtowntsend.com

Chris Record, Ph.D.
Cape Elizabeth Superintendent
320 Ocean House Rd
Cape Elizabeth, ME 04107

RE: Fee Proposal, Owner's Project Management Services for the Cape Elizabeth Schools

Dear Dr. Record:

Turner & Townsend Heery, formerly CBRE Heery, was pleased and honored to receive the news that we've been selected to provide Owners Project Management services for the Cape Elizabeth Schools program. We understand how important this project is to the community and we appreciate the trust you have extended to us.

We have reviewed your email dated May 26, 2023 and appreciate the detailed approach that you and the SBAC wish to take to establish a mutually agreeable and reasonable fee for the OPM services. We agree that the best approach is to develop a clear scope of work based on the tasks outlined in the RFP as well as our understanding of the project and our experiences. To that end we have developed the attached scope of work for Phase 1 which ends at the date of the Referendum in November of 2024. We have also provided time frames for each Task in Phase 1.

Based upon this we also established the attached fee proposal. Our fee proposals for professional services are always based on a level of effort and are typically hours worked times rate of the individual(s) who performed the tasks. When asked in the RFP to provide a range for a fee it was based on this concept and as noted was a range for planning purposes only and not to lock either party into a percentage of total project cost contract fee. However, as we developed the fee for Phase 1 we also reviewed a typical design and construction project that would include the following major phases that occur after a successful referendum vote:

- Design Development and Contract Document Oversight
- Additional Estimates at 60% and 90%
- Bidding Support
- Construction Phase Observation – we include a full-time on-site Construction Manager and a full- time Project Manager.
- Close-out Punch List/Warranty Phase Oversight

We propose to develop a more detailed scope of work and fee for the above phases during the development of the final budget amount that we will create for the referendum vote.

Based on our proposed fee for Phase 1 – leading up to the referendum, of \$259,000.00 we can support a total fee percentage of 2.2% of the total program costs with an agreement that should the scope expand, and our involvement warrants additional time and resources, we will have the option to review it with the Town and the SBAC.

We hope this approach to our fee meets with your approval and we can move forward to completing the final contract negotiations and begin work immediately.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Adam".

Chuck Adam
Vice President
Turner & Townsend Heery

Cape Elizabeth Public Schools Program
Owners Project Management Services - Scope of Work – Phase 1
Assumed Contract Start Date: July 1, 2023 – Referendum assumed November 5, 2023

- **Task 1 Startup & Analysis – 7/1/23 – 8/1/23**

- Startup
 - Develop an understanding of work performed to date including:
 - Project Goals
 - Decision Making Plan and Decision makers
 - Targeted schedule
 - Past Failures / Misconceptions / Perceptions
 - Hot button issues
 - Pitfalls and Lessons learned
 - Weekly Meetings – Remote or In-Person depending on the topic and audience
- Review existing documents
 - Review Existing Educational Program
 - Review previous report
 - Make recommendations on completeness

- **Task 2 Designer Selection - 8/1/23 – 10/1/23**

- Identify candidates / Market Project
- Develop project summary and RFQ
- Develop and distribute Addenda as needed
- Review submissions
- Reference checks
- Qualify submission & present to SBAC
- Negotiations & Contract Review
- Make recommendation to Town Manager and SBAC

- **Task 3 Feasibility/Schematic Design – 10/1/23 – 7/1/24**

(Note: Total duration may be able to be shortened based on designer activity)

- Develop Project Schedule
- Develop Project Budget
- Education Programming – 4 Remote Meetings with School District
- Weekly Design meetings/ follow up with budget and schedule updates
- Conceptual Designs Drawing reviews
- Conceptual Designs Estimates
- Schematic Design Estimate of selected solution
- Schematic Design Review of selected option
- Schematic Design VE Estimate (1)
- Schematic Design VE Review (1)

- **Task 4 Community Outreach**

- Community updates (1/month)
 - Monthly meetings

- Monthly SBC meetings
- Weekly Media Updates:
 - Produce material for websites and social media
- 4 presentations to special groups
- 3 major public forums with community feedback/voting

- **Task 5 Funding Options**

- Explore Funding Options
- Make recommendations
- Meet with Towns Financial Planning team
- Review with SBAC

- **Task 6 Referendum – Assumed for planning to end November 5th**

- Community presentations with Architect
- Meetings with special groups
- Organizing Community Effort

Cape Elizabeth Public Schools Program
 Owners Project Management Services - Scope of Work – Phase 1
 Assumed Contract Start Date: July 1, 2023 – Referendum assumed November 5, 2023

Fee Proposal

	months			
Task 1 - Analysis of Previous Work	1	total hrs	rate	cost
Project Executive - Chuck Adam		30	240.00	7,200.00
Sr. Project Manager - Brian Hromodka		60	150.00	9,000.00
Project Manager - Mike Ensminger		60	140.00	8,400.00
Educational Planner(s)		12	265.00	3,180.00
		162		27,780.00
Task 2 - Designer Selection	2			
Project Executive - Chuck Adam		12	240.00	2,880.00
Sr. Project Manager - Brian Hromodka		30	150.00	4,500.00
Project Manager - Mike Ensminger		50	140.00	7,000.00
		92		14,380.00
Task 3 - Design Phase Management through Schematic Design	10			
Project Executive - Chuck Adam		100	240.00	24,000.00
Sr. Project Manager - Brian Hromodka		300	150.00	45,000.00
Project Manager - Mike Ensminger		500	140.00	70,000.00
Educational Planner(s)		24	265.00	6,360.00
		924		145,360.00
Task 4 - Community Engagement				incl w/above
Task 5 - Exploring Funding Options				incl w/above
Task 6 - Development of Recommendation / Referendum Support	2			
Project Executive - Chuck Adam		30	240.00	7,200.00
Sr. Project Manager - Brian Hromodka		50	150.00	7,500.00
Project Manager - Mike Ensminger		50	140.00	7,000.00
		130		21,700.00
Estimating	2 Full Estimates			50,000.00
Total Fee for tasks 1-6 - Through Schematic Design				259,220.00

EXHIBIT B

School Building Advisory Committee

Committee Created: There is hereby created a School Building Advisory Committee (SBAC) to consist of nine members. The Committee shall be a joint ad hoc advisory committee of the School Board and Town Council, assisting them in their respective responsibilities for development of a school building project and funding which meets the Department of Education guidelines for major capital school construction projects and submit to the Town voters.

Committee Charge: The Committee shall work with professionals to assess the previous school building referendum proposal and to advise the School Board and the Town Council on a Building Plan and funding to address our school building needs. The work should develop the project concept sufficiently to propose the general project(s) solution and estimate the cost for referendum purposes. This work will include but is not limited to the following:

- 1) Recommending a budget for this committee's work to the Town Manager;
- 2) Recommending a project plan and scope to address the school building needs to the School Board and Town Council;
- 3) Recommending a target referendum dollar range to the Town Council and School Board;
- 4) Conducting public outreach and engagement; and
- 5) Recommending a target referendum date and timeline for deliverables to meet that deadline, and report deliverable timeline back to the school board and town council.

The Committee shall consult with both bodies regarding its work and recommendations. Final approval of any Building Plan, and of building design and construction decisions, including award of project contracts, shall be by the School Board and final approval of any referendum amount, and bond sale matters and other bond-related financial decisions shall be by Town Council. Further, approval of construction funding is subject to a referendum vote of the citizens of Cape Elizabeth.

Scope of Work: The Committee shall:

- Issue a Request for Qualifications (RFQ) for a third-party owner's representative (Owner's Rep) for the Project, including the activities of this Committee, interview interested firms, and make a recommendation for selection of the Owner's Rep.
- Assess previously completed building needs work.
- Recommend the design team based on assessment of completed work for all three schools
- Develop a range of options for the Building Plan, including analysis of the financial impact and benefit of each Building Plan option.
- Seek public input throughout the process, and educate and inform the public throughout the process.
- Engage a consultant to create and conduct a community survey(s).
- Explore funding options and alternative funding sources.

With feedback from the Town financial team and community, make a Building Plan recommendation for selection, further development, and referendum submission.

Voting Members: The Committee shall have co-chairs, with one chairperson being a School Board member and one being a Town Council member. Two members, including the co-chair,

will be from the membership of the Cape Elizabeth School Board and shall be appointed by the School Board Chair. Two members, including the co-chair, will be from among the membership of the Cape Elizabeth Town Council and shall be appointed by the Town Council.

Five public members shall be recommended by a joint appointments committee consisting of three members of the Town Council Appointments Committee and three members of the School Board, selected by the School Board Chair, with appointment confirmation votes by the School Board and Town Council affirming.

Non-Voting Members and Advisers: The Superintendent of Schools and the Town Manager shall be non-voting ex-officio members and shall serve as the staff liaisons to the Committee. The Facilities Manager, the school Business Manager, and town Finance Director shall be invited to participate in Committee meetings to serve as a non-voting staff resource.

The Owner's Rep will participate in meetings in a non-voting capacity.

The Superintendent of Schools shall be invited to designate school staff members as needed to advise the Committee on opportunities and issues arising from the current school facilities and how to address those issues with any future building design.

The Town Manager shall be invited to designate finance staff and the Town's financial advisor as needed to advise the Committee on funding sources and debt structure, financial costs and impacts, and mitigation of budgetary impacts.

The Architectural Design Team will also be invited to meetings as warranted to update the Committee.

The Committee shall also establish subcommittees as deemed necessary to advise the Committee such as but not limited to school design, finance, and communication.

Other third-party consultants such as Financial Advisors, Survey Firms and Communications Specialists may be engaged to advise and assist the Committee as required.

Public Input and Outreach: The Committee shall seek public engagement and input in its deliberations through a multi-channel public outreach campaign, which may include websites, social media, e-mail, public signage, notices in the newspaper and direct mail. All public correspondence relevant to the SBAC received by the Committee, Town Council and School Board will be made available to the public via the town website.

Committee Budget: The Town Manager, in consultation with the Superintendent, is responsible for the Committee budget for Town Council approval, and to manage the approved Committee budget. This budget includes estimated costs of the Committee through referendum, including the estimated costs for the Owner's Rep, the Design Team, and the Committee's consultants. The costs of the School Committee's proposed contracts with the Owner's Rep and Design Team payable under this budget, as well as the costs of the Committee's contracts with other consultants for its activities, must be submitted to the Town Manager for budgetary control approval.

Committee Reports: The Committee chairs will regularly update the School Board and Town Council on the progress of the Committee.

Definitions:

Building Plan - Proposal(s) to address educational and physical building needs at Pond Cove Elementary, Cape Elizabeth Middle School, and Cape Elizabeth High School, including, but not limited to new construction, addition, and or renovation of existing buildings.

Design Team - Architectural and Engineering Firm(s)

Owner's Rep(representative) - The individual or firm tasked with representing the interests of the owner (Town of Cape Elizabeth) throughout the duration of the project and reporting to, as applicable, the committee, the Superintendent of Schools and/or Town Manager.

Consultants - Third party professionals engaged to advise and assist the committee.

State of Maine
ARCHITECT / ENGINEER AGREEMENT

Core Consulting Services

Agreement entered into by and between the **Town of Cape Elizabeth School Department** hereinafter called the **Owner** and **Harriman**, hereinafter called the **Consultant**. (The term "Consultant" means the Architect or Engineer individual or firm acting as the Professional-of-Record.)

A Request for Qualifications and interviews was the process used for the selection of the Consultant. Please see **Attachment G, Owner Request for Qualifications dated August 14, 2023** and **Attachment H, Consultant Submission to Request for Qualifications dated August 31, 2023**.

For the following Project: **Cape Elizabeth Multiple School Project (the "Project") at Pond Cove Elementary School, Cape Elizabeth Middle School, and Cape Elizabeth High School, Cape Elizabeth, Maine.**

Brief Project Description: **New construction and/or renovations and additions.**

Brief Scope of Services: **This contract includes a Feasibility Study including the development of alternative solutions, through early Schematic Design. (Attachment C contains the details). Subject to referendum approval and funding authorization, the Owner may elect to amend this contract to include professional services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout, and warranty period of the potential Project (see Supplement B attached hereto as Exhibit I for form of agreement).**

Upper limit of Consultant's Compensation including reimbursables: **\$381,000** (from § 1.1).

The Owner and Consultant agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

(When using this Agreement with the Standard Department of Education Supplement A complete section 1.1 in that document – do not fill in the form fields in section 1.1 below.)

- 1.1** See **Attachment F – Standard Department of Education Supplement A** attached hereto for Section 1.1.
- 1.2** Reimbursable Expenses are in addition to compensation for the Consultant's services and include actual, reasonable expenses incurred by the Consultant or their Subconsultants directly related to the Project, not to exceed the amount set forth above without the written approval of the Owner. Compensation for Reimbursable Expenses, except valid travel and subsistence expenses, shall be computed as a multiple of 1.1 times the expenses incurred by the Consultant or their Subconsultants. Compensation for eligible travel and subsistence expenses shall be for the actual expense incurred by the Consultant and their Subconsultants, without mark-up. The acceptable maximum per diem may be determined at the website of the State of Maine Office of the State Controller.
- 1.3** The Consultant shall be reimbursed for the following items, only if each has had prior authorization by the Owner:
 - 1.3.1** Reproductions of drawings and specifications, excluding those required for routine submissions to authorities having jurisdiction, and for the Consultant's in-office use.
 - 1.3.2** Reproductions of drawings and specifications and the net expense of associated delivery and handling expenses required for the bidding of the Project. The net expense is defined as the difference between the actual costs to the Consultant less any deposits retained.
 - 1.3.3** Application fees paid for acquiring necessary approvals from authorities such as the State Fire Marshal's Office or municipal planning offices.
 - 1.3.4** Renderings not included in Basic Services, models, and mock-ups.
 - 1.3.5** Transportation and lodging or living expenses incurred by the Consultant in the execution of any special duties in connection with the work.
- 1.4** The Consultant shall be reimbursed as needed according to the following provisions:
 - 1.4.1** Eligible transportation expenses directly related to Basic Services activities shall be compensated at the current State of Maine rate (currently \$0.44 per mile).
 - 1.4.2** Lodging or living expenses and telecommunication expenses associated with Basic Services are the responsibility of the Consultant.
 - 1.4.3** When the services of a Clerk of the Works or Architect's Project Representative is directed by the Owner, compensation shall be computed as a multiple of 1.1 times the expenses incurred for an individual who is a Subconsultant, or as a multiple of not more than 1.5 times the direct salary expense for an individual who is an employee of the Consultant.
- 1.5** Compensation for a change in services of the Consultant or Subconsultants shall be based on the Consultant's Professional Rate Schedule (see **Attachment A – Professional Rate Schedule**), if feasible. Any change of the scope of services and compensation shall be

negotiated by the Consultant and the Owner and defined in a fully executed Supplemental Agreement, prior to commencement of such services.

- 1.6** Compensation to the Consultant for Alternate Bid design services shall be included in the total fee compensation. The fee shall not vary whether or not the Owner accepts the Alternate Bid items for the Construction Contract.
- 1.7** Payment shall be made to the Consultant according to these provisions, or in the event of suspension or cancellation of this Agreement, at a pro-rated or negotiated amount. Consultant's statement of services shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.
- 1.7.1** Payments are due and payable twenty-five working days from the date of receipt of a Consultant's invoice which is approved by the Owner.
- 1.7.2** The Owner shall notify the Consultant in writing of any items submitted but not approved and the reason for non-approval within fifteen calendar days of receipt of the Consultant's invoice.
- 1.7.3** Reserved.

ARTICLE 2 SCHEDULE

- 2.1** The Consultant shall complete all work of this Agreement according to **Attachment B – Project Schedule**.
- 2.2** The Project Schedule allows for the periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not be exceeded by the Consultant or the Owner, except for reasonable cause and by the written approval of the other party.

ARTICLE 3 PROJECT TEAM

- 3.1** The Owner's designated representative is:

<i>Christopher Record</i>	<i>Town of Cape Elizabeth School Department</i>
<i>Superintendent</i>	<i>320 Ocean House Road</i>
	<i>Cape Elizabeth, ME 04107</i>
<i>207-799-2217</i>	<i>crecord@capeelizabetschools.org</i>

- 3.2** The Consultant's designated representatives are:

<i>Lisa D. Sawin</i>	<i>Harriman</i>
<i>Principal in Charge</i>	<i>80 Exchange Street, 3rd Floor</i>
<i>Jamie Ouellette</i>	<i>Portland, ME 04101</i>
<i>Project Manager</i>	
<i>207-775-0053</i>	<i>lsawin@harriman.com</i>

- 3.2.1** The Consultant agrees that **Lisa Sawin or qualified alternatively appointed representative** will be available at all design workshops and public presentations.

3.2.2 The Subconsultants retained at the Consultant's expense are:

.1	<i>Civil Engineering</i>	<i>TBD</i>
.2	<i>Electrical Engineering</i>	<i>Harriman</i>
.3	<i>Mechanical Engineering</i>	<i>Harriman</i>
.4	<i>Structural Engineering</i>	<i>Harriman</i>
.5	<i>Landscape Architect</i>	<i>Harriman</i>
.6	<i>Cost Estimating Consultant</i>	<i>PCM</i>
.7	<i>Technology Consultant</i>	<i>Edvance</i>
.8	<i>Kitchen Design Consultant</i>	<i>TBD</i>
.9	<i>Acoustical Design Consultant</i>	<i>Acentech</i>

ARTICLE 4 CONSULTANT'S RESPONSIBILITIES

*(The standard provisions in this Article are applicable to this Agreement only to the extent they coincide with the phases of work, and the scope of services described in **Attachment C - Project Requirements**. Any exclusions to Article 4 provisions may be considered de facto exclusions, or defined in Article 12, or described in **Attachment C**.)*

4.1 General

- 4.1.1 The Consultant shall provide appropriate architectural, engineering, or other professional consulting services for the Project. The Consultant's services shall be performed expeditiously and consistent with standard professional skill and care and the orderly progress of the Project.
- 4.1.2 The Consultant shall review laws, codes, and regulations applicable to the Consultant's services. The Consultant's work product shall reflect all requirements imposed by authorities having jurisdiction over the Project.
- 4.1.3 The Consultant shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors, or omissions of the Consultant or their Subconsultants in the performance of work under this Agreement.
- 4.1.4 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law or create the risk of significant harm to the public. The Consultant shall require their Subconsultants to similarly maintain the confidentiality of information specifically designated as confidential by the Owner.
- 4.1.5 The Consultant shall not engage in any activity nor accept any employment, interest or remuneration that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.
- 4.1.6 The Consultant shall not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Owner. This provision shall not apply to contracts of employment between the Consultant and its employees. The Consultant is solely responsible for the performance of work under this Agreement. The approval by the Owner of a Subconsultant under this Agreement shall not relieve the Consultant of their responsibility for the performance of the work.

4.2 Project Evaluation

- 4.2.1** The Consultant shall provide a preliminary assessment of the information provided by the Owner, including the program, schedule, and budget requirements of the Project. Based on the assessment, the Consultant shall advise the Owner of any other information needed, or consultant services required, which may be needed to accomplish the Project.
- 4.2.2** The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omissions or inconsistencies in any services or information provided by the Owner.
- 4.2.3** The Consultant shall prepare a preliminary construction cost estimate of the Cost of the Work in order to confirm the initial premise of the cost and program of the Project as soon as possible during the Schematic Design Documents phase. This estimate may be based on area, volume, or similar conceptual estimating techniques.
The Cost of the Work includes the construction cost for labor and materials, with all specified features and equipment, plus Contractor overhead and profit for the Project as defined by the Owner and designed by the Consultant. The initial Cost of the Work may eventually be modified by use of the bid contingency and project contingency.
- 4.2.4** The Consultant shall update and refine the preliminary construction cost estimate of the Cost of the Work at least one additional time at the end of the Construction Documents phase.
- 4.2.5** The Consultant shall make recommendations and advise the Owner of any proposed modifications to the design due to reconciliation of the Project Budget and estimates of the Cost of the Work, at each stage of design.

4.3 Project Administration

- 4.3.1** The Consultant shall consult with the Owner as necessary, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports.
- 4.3.2** The Consultant shall assist the Owner in filing documents required for the approval of governmental authorities having jurisdiction over the Project which includes the Consultant attending up to two planning board meetings.
- 4.3.3** The Consultant shall arrange for approvals from the Office of State Fire Marshal on behalf of the Owner.
- 4.3.4** The Consultant shall coordinate the services provided by the Consultant and their Subconsultants with those services provided by the Owner and the Owner's other consultants.
- 4.3.5** The Consultant shall recommend updates to the Project Schedule as necessary to reflect changes in time or duration of services provided by the Consultant or items required of the Owner.
- 4.3.6** The Consultant shall submit design documents to the Owner for purposes of evaluation and approval at intervals appropriate to the design process and consistent with the Project Schedule, Requirements and Budget. The Consultant shall proceed to subsequent phases only after explicit approval by the Owner. The Consultant shall rely on written commentary and approvals received from the Owner in the further development of the design.
- 4.3.7** The Consultant shall provide the Owner Record Drawings showing all revisions made during construction. There shall not be any additional costs to the Owner for these modifications to the Drawings.

- 4.3.8** The Consultant shall preside at design phase meetings, the pre-bid and pre-construction conferences, and monthly construction pay application meetings and provide minutes of those meetings to the Owner and other attendees.

4.4 Design Services

- 4.4.1** The Consultant's Basic Services shall include normal architectural, landscape architectural and engineering services consistent with the Project Requirements.
- 4.4.2** The Consultant shall consider the schedule, program, and budget as well as aesthetics and alternative materials, building systems and equipment in developing the design for the Project.
- 4.4.3** The Consultant shall submit Schematic Design Documents to establish the conceptual design of the Project illustrating the scale and relationship of the Project components and indications of major building systems and construction materials.
- 4.4.4** The Consultant shall submit Design Development Documents based on development of the approved Schematic Design Documents. The Design Development Documents shall establish the scope, relationships, forms, size, and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include outline specifications describing the important items of work including the structural, mechanical, and electric systems, materials and such other items as may be appropriate.
- 4.4.5** The Consultant shall submit Construction Documents based on development of the previously approved design Documents. The Construction Documents shall have complete and detailed requirements for construction of the Project.
- 4.4.6** The Consultant's estimated construction cost at each phase of design shall match the Project Budget. The Consultant shall identify program or design modifications which significantly affect the estimated construction cost at each phase of design.
- 4.4.7** The Consultant shall assure the Owner that the value of the Base Bid design will not exceed the assigned construction contract amount in the Project Budget. Similarly, the value of Alternate Bid designs will not exceed the 5% bid contingency amount in the Project Budget.
- 4.4.8** The Consultant shall assist the Owner in the development and preparation of bidding and procurement documents which include the Drawings and Specifications, General Conditions, sample contract forms, bid forms, and, when required by the Project, Alternate Bids, allowances, construction phasing, Contractor pre-qualification and Filed Sub-bids and other items compiled in the Project Manual.

4.5 Construction Procurement

- 4.5.1** The Consultant shall assist the Owner with arranging for Bidding Documents reproduction and distribution to prospective bidders. The Consultant shall assist in managing the distribution of Documents which includes the recording of plan holder information; recording, holding, and returning deposits; and distributing Addenda.
- 4.5.2** The Consultant shall prepare responses to questions and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of Addenda during the bid period.

- 4.5.3 The Consultant shall consider bidder requests for substitutions of products or materials, if permitted in the Construction Documents, and shall provide responses to such requests in the Addenda.
- 4.5.4 The Consultant shall assist the Owner in obtaining bids and conducting bid evaluations for conformity with the Bidding Documents.
- 4.5.5 The Consultant shall participate in the opening of the bids, and documentation and distribution of the bid results, as needed by the Owner.
- 4.5.6 The Consultant shall consult with the Owner regarding the evaluation and validation of bids and the award of a construction contract.
- 4.5.7 The Consultant shall follow the directive of the Owner in the event the lowest bona fide bid or negotiated bid exceeds the budgeted cost of the Work. No additional fee will be allowed for any of the following options unless and only to the extent the Consultant's efforts in option "b" responds to Owner-directed enhanced project scope. The Consultant shall:
 - a. revise the design of the Project as needed to align with the project budget, based on the Owner's altered project scope or design parameters, or
 - b. revise the design of the Project as needed to reflect an increased project budget, or
 - c. assist in the re-bidding or renegotiating of the Project, or
 - d. consult with the Owner regarding the implications of terminating the Project.
- 4.5.8 The Consultant shall create a conformance set of documents at the close of the Construction Procurement phase which incorporates all Addenda items generated during that period of time into the drawings and specifications.

4.6 Construction Contract Administration

- 4.6.1 The Consultant shall provide administration of the Contract between the Owner and the Contractor, commencing with the award of the Construction Contract and terminating at the end of the one-year warranty period. The warranty period commences upon the issuance of a Certificate of Substantial Completion. The Consultant shall be entitled to negotiate to an additional fee if the date of Substantial Completion of the Work has been extended by more than twenty percent of the construction project duration through no fault of the Consultant.
- 4.6.2 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review.
- 4.6.3 The Consultant shall specify appropriate performance and design criteria related to the systems, materials or equipment used in the Project if the Contract Documents specifically require professional design services or certifications by a third-party professional. The Contractor shall retain the third-party professional. Shop Drawings and other submittals related to the work designed or certified by the third-party professional shall bear the seal and signature of that professional when submitted to the Consultant. The Consultant shall

rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such third-party professionals.

- 4.6.4** If the Authority Having Jurisdiction requires Special Inspections reporting as an element of code compliance, the Consultant shall perform or oversee the necessary inspections, provide the report, affix the necessary seals, and otherwise provide all services to satisfy the requirement as part of Basic Services.
- 4.6.5** The Consultant shall maintain a record of the Contractor's submittals and retain copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- 4.6.6** The Consultant shall provide general site observation visits at intervals appropriate to each stage of the Contractor's operations, or as otherwise agreed by the Owner and the Consultant. The Consultant shall become generally familiar with the progress and quality of the Work, keep the Owner informed about the progress and quality of the Work, endeavor to guard the Owner against defects and deficiencies in the Work, and determine if the Work is being performed in a manner indicating that, when completed, the Work will be in accordance with the Contract Documents.

The Consultant shall not be required to make continuous inspections of the Work. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, nor for the safety precautions and programs used in the Work. The Contract Documents assign these rights and responsibilities to the Contractor.
- 4.6.7** The Consultant shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Consultant, however, shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 4.6.8** The Consultant shall have authority to reject Work that does not conform to the Contract Documents. The Consultant shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whenever the Consultant considers it necessary or advisable. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 4.6.9** The Consultant shall fairly interpret and decide matters concerning performance of the Contractor under the Contract Documents upon written request of either the Owner or Contractor. The Consultant's response to such requests shall be made in writing with reasonable promptness.
- 4.6.10** The Consultant shall review and respond to Requests for Information about the Contract Documents by the Contractor in a timely manner. The Consultant shall provide or approve the RFI form. The Consultant shall prepare, reproduce, and distribute supplemental Drawings and Specifications necessitated by any response.
- 4.6.11** The Consultant shall review requests by the Owner or the Contractor for changes in the Work and make recommendations to the Owner.

- 4.6.12** The Consultant shall not issue any orders for substantial changes in the construction contract unless and until approved in writing by the Owner.
- 4.6.13** The Consultant shall prepare Change Orders and Construction Change Directives for approval by the Owner and for execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work consistent with the intent of the Contract Documents which do not modify the Contract Sum or the Contract Time. The Consultant shall prepare and distribute Drawings and Specifications which describe changes in the Work.
- 4.6.14** The Consultant shall develop a proposal for additional services, if necessitated by any proposed Change Order or Construction Change Directive, for approval by the Owner.
- 4.6.15** The Consultant shall maintain records of proposed and approved changes in the Work.
- 4.6.16** The Consultant shall review and certify the Contractor's Applications for Payment and shall issue Certificates for Payment as needed. The Consultant's certification for payment shall be a representation to the Owner that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents, to the best of the Consultant's knowledge, information, and belief. The foregoing representations are subject to:
- a. an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
 - b. results of subsequent tests and inspections,
 - c. correction of minor deviations from the Contract Documents prior to completion, and
 - d. specific qualifications expressed by the Consultant.
- 4.6.17** The Consultant shall maintain a record of the Contractor's Applications for Payment.
- 4.6.18** The Consultant, Owner and Contractor shall attend final inspection meetings arranged by the Consultant, after the Project or a designated portion of the Project is evidently complete, for the purpose of verifying the Work complies with the requirements of the Contract Documents. The Consultant shall create a punch list of items to be corrected by the Contractor. The Consultant shall confirm the final completion of the punch list by the Contractor.
- 4.6.19** The Consultant shall, at the completion of the punch list,
- a. determine the date or dates of Substantial Completion and the date of final completion; and
 - b. coordinate an informational meeting with the Owner and all appropriate Subconsultants and contractors to review the operation of systems in the building.
- 4.6.20** The Consultant shall receive from the Contractor and forward to the Owner, for the Owner's review and records,
- a. affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens;
 - b. written warranties and related documents required by the Contract Documents and assembled by the Contractor and Commissioning Agent; and
 - c. consent of surety documents, if any, to recommend partial release or full release of retainage.

The Consultant shall issue a final Certificate for Payment based upon an observation that the Work complies with the requirements of the Contract Documents.

- 4.6.21** The Consultant shall review the Record Drawings prepared by the Contractor for accuracy, requesting modifications as necessary, and shall furnish the final Record Drawings prepared by the Consultant to the Owner in reproducible prints and in digital format acceptable to the Owner.
- 4.6.22** The Consultant shall continue Construction Contract Administration services during the one-year warranty period commencing with the date of Substantial Completion. The Consultant shall consult with the Owner prior to the expiration of the one-year warranty to review the facility operations and performance. The Consultant shall make appropriate written recommendations to the Owner, reporting on construction contract deficiencies requiring correction by the Contractor prior to the expiration of the warranty period. The Consultant will inspect and either accept or reject any required remedial action by the Contractor.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- 5.1** The Owner shall provide full information to the Consultant about the objectives, schedule, constraints, and existing conditions of the project, and shall establish a budget with reasonable contingencies that matches the project requirements. The Owner shall provide design criteria, including space requirements and relationships, special equipment and systems, and site requirements.
- 5.2** When required by the project, the Owner shall provide a survey which describes physical characteristics, legal limitations, and utility locations for the site of the Project, plus a written legal description of the site. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions of existing buildings, other improvements, and trees. All the information on the survey shall be referenced to a project benchmark. The Owner may direct the Consultant to obtain the survey and reimburse the Consultant for the cost.
- 5.3** When required by the project, the Owner shall provide geo-technical engineering services which may include but are not limited to test borings, test pits, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Owner may direct the Consultant to obtain the geo-technical engineering services and reimburse the Consultant for the cost. However, the Consultant shall be responsible as part of Basic Services for the development of the scope of work required to solicit information relative to subsoil conditions for the Project site, pertaining to foundation design and septic system design, if applicable.
- 5.4** The Owner shall provide reasonable access to the Project site in order for the Consultant to perform the Consultant's responsibilities.
- 5.5** The Owner shall communicate about matters relating to the Contract Documents primarily through the Consultant to the Subconsultants and through the Consultant to the Contractor.

- 5.6.1** The Owner shall manage the Project Budget and inform the Consultant and the Contractor, as necessary, of revisions to the budget. Bid and Project Contingency funds may be expended only with written approval of the Owner.
- 5.6.2** The Owner shall, in the event the lowest bona fide bid or negotiated bid exceeds the cost of the Work, implement one of the following options by written directive:
- a. instruct the Consultant to revise the Project design as needed, based on an altered scope or design parameters, to align with the project budget, or
 - b. approve of an increase in the budget for construction, or
 - c. authorize re-bidding or renegotiating of the Project within a reasonable time, or
 - d. terminate the Project.
- 5.8** The Owner shall advise the Consultant of any known Owner-related reviews or approval processes of third parties which the Consultant may not be aware, yet require work of the Consultant.
- 5.9** The Owner shall coordinate the services provided by the Owner's other consultants with those services provided by the Consultant and their Subconsultants.
- 5.10** The Owner shall provide timely responses to the Consultant's recommendations and advice. The Owner shall perform all responsibilities as expeditiously as possible, consistent with normal skill and care and the orderly progress of the Project.

ARTICLE 6 INSTRUMENTS OF SERVICE

- 6.1** Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant and their Subconsultants are Instruments of Service for use solely with respect to this Project. The Consultant and their Subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, except as expressly provided herein.
- 6.2** Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive, assignable license to reproduce the Consultant's Instruments of Service solely for purposes of a) designing, constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement; b) completion of the Project if Owner has declared Consultant to be in default, including any modified or different project; and c) any subsequent addition to or renovation of the Project. The Consultant shall obtain similar nonexclusive licenses from their Subconsultants consistent with this Agreement. In the event the Owner contracts with a different Consultant for the completion of the design and construction of the Project contemplated by the Consultant's Instruments of Service, such use shall be at Owner's sole risk.
- 6.3** Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and their

Subconsultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and their Subconsultants.

- 6.4** Notwithstanding the provisions of this Agreement, the Owner and the Consultant may, by separate written agreement, set forth specific conditions governing the sharing of electronic data, the format of Instruments of Service, or any third party special limitations or licenses not otherwise provided for in this Agreement.

ARTICLE 7 TERMINATION

- 7.1** This Agreement may be terminated at the Owner's convenience and without cause upon not less than seven days written notice to the Consultant.
- 7.2** The Owner or the Consultant may terminate this Agreement upon not less than seven days written notice to the other party should such other party fail to perform in accordance with the terms of this Agreement. If the Consultant should fail to submit documents under this agreement at the times specified herein, or violate any of the stipulations herein, causing the Owner to incur expenses above and beyond those funds allocated in the approved budget, without prior written authorization for such from the Owner, the Owner may elect to terminate this Agreement by giving seven days' notice to them in writing by registered mail, return receipt requested.
- 7.3** The Consultant shall deliver all finished work and all documentation, complete and incomplete, to the Owner in the event of termination. The Consultant shall not be held responsible for modifications to the Consultant's work or work subsequently completed by others beyond the point of termination and their submittal of documents.
- 7.4** The Consultant shall not be entitled to special or exemplary damages of any kind, including, but not limited to, lost profits, consequential damages, or loss of business in the event of termination for any reason.
- 7.5** The Consultant shall be compensated for services satisfactorily performed prior to termination, with Reimbursable Expenses then due, in the event of termination not the fault of the Consultant.
- 7.6** If the Consultant is unable to continue to the completion of the project without successors or administrators or assigns competent in the Owner's judgment to carry the work to completion, or if the Owner terminates the contract prior to the completion of the Project due to the Consultant's failure to correct a material breach in its performance, the Owner shall have the right and license to use any and all finished and unfinished work product produced for the Project solely for the purpose of continuing the Project, which license and right of use shall in the case of unfinished work product, be at the Owner's sole risk. In such event the Consultant will be entitled to receive just and equitable compensation for services already satisfactorily performed and approved.

ARTICLE 8 INDEMNIFICATION

- 8.1** The Consultant shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Consultant, its employees, agents, officers, or subcontractors in the performance of work under this Agreement. The Consultant shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.
- 8.2** The Consultant shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Consultant, its employees or agents, officers, or subcontractors.
- 8.3** This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

ARTICLE 9 INSURANCE REQUIREMENTS

- 9.1** The Consultant shall provide, with each original of this signed Agreement, an insurance certificate or certificates issued by companies acceptable to the Owner. The Consultant shall submit insurance certificates to the Owner at the commencement of this Agreement and at policy renewal or revision dates. The certificates shall identify the project name and project number, and shall name the Owner as certificate holder. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner.
- 9.2** The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Consultant. The Consultant is responsible for the existence, extent, and adequacy of insurance prior to signing this Agreement.
- 9.3** The Consultant shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought (see Maine Limitation of Actions statute (14 M.R.S. §752-A)). The Consultant shall ensure that all Subconsultants they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Consultant from claims which may result from the Consultant's execution of the Work, whether such execution be by the Consultant or by those employed by the Consultant or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

- 9.3.1** The Consultant shall have Workers' Compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
- Bodily Injury by Accident \$500,000
 - Bodily Injury by Disease \$500,000 Each Employee
 - Bodily Injury by Disease \$500,000 Policy Limit
- 9.3.2** The Consultant shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:
- General aggregate limit \$2,000,000
 - Products and completed operations aggregate \$1,000,000
 - Each occurrence limit \$1,000,000
 - Personal injury aggregate \$1,000,000
- 9.3.3** The Consultant shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership, or use of all owned, non-owned and hired automobiles, trucks, and trailers. The minimum acceptable limit is:
- Any one accident or loss \$1,000,000
- 9.3.4** The Consultant shall have Professional Liability insurance against claims arising out of all negligent acts, errors, or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
- Each claim \$1,000,000
 - Aggregate limit \$2,000,000

ARTICLE 10 DISPUTE RESOLUTION

- 10.1** In the event of a dispute between the parties which arises under this Agreement which cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties. The cost of the mediator shall be equally shared by the parties.
- 10.1.1** Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- 10.2** If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act ("MUAA"), except as otherwise provided in this section.
- 10.2.1** The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- 10.2.2** The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- 10.2.3** In any arbitration between the Owner and the Consultant, the Owner shall have the right to consolidate related claims between Owner and Contractor.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1** This Agreement shall be governed by the laws of the State of Maine.
- 11.2** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other, which consent the Owner may withhold without cause.
- 11.3** Professional Services not covered by this Agreement include, but are not limited to, unanticipated scope of services revisions due to changes in the scope, quality, or budget of the Project.
- 11.4** Suspected toxic or hazardous materials observed on the project site by the Consultant or Subconsultants requires the Consultant to promptly notify the Owner in writing. The Consultant shall not direct the Contractor to expose, disrupt, handle, remove or dispose of such materials.
- 11.5** The Consultant shall provide the Owner with drawings in Adobe Portable Document Format (PDF) and AutoCAD format for all drawings of each phase of development, in addition to the paper copies necessary to review the design. AutoCAD drawings shall be provided complete- without X-references. Bind AutoCAD drawings using the insert option and do not explode the inserted block.
- 11.6** The Owner has the right to use any product of services from this Agreement in a project in the future. Reuse of a product of services for purposes other than as specified in this Agreement without verification or adaptation by the Consultant is done at the sole risk of the Owner.
- 11.7** A written agreement between the Consultant and the Owner shall be created prior to the commencement of any additional services by the Consultant. Such services may include the following, or other services:
- a. fundamental project programming documents or detailed program analysis,
 - b. design changes directed by the Owner after the Owner's written approval of a design phase,
 - c. design changes directed by authorities having jurisdiction over the project which contradicts previous direction, through no fault of the Consultant,
 - d. interior design or other furniture, fixtures, and equipment (FF&E) services,
 - e. services for the Maine Department of Environmental Protection permits,
 - f. professional services made necessary by the default of the Contractor,
 - g. professional services made necessary by certain Change Orders, subject to negotiation,
- 11.8** Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under

this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

11.9 The Consultant shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2) the provisions of which subsection 2 are incorporated by reference.

11.10 The Consultant shall not include the Owner's confidential or proprietary information in any project representations if the Owner advises the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary.

ARTICLE 12 OTHER PROVISIONS

12.1 *Notwithstanding anything to the contrary in this Agreement, the Consultant shall not proceed with any Services beyond early Schematic Design, sufficient to develop a project concept and budget for the Owner to submit for Town Council bonding authorization and voter referendum project authorization. Subject to these approvals, the Owner may elect to amend this Agreement to include Supplement B, attached hereto as Exhibit I, in which case the fee for Supplement B shall be as provided in Attachment J, Post Referendum Recommended Fee Schedule, less basic service fees paid for services under Section 1.1.1 of Supplement A.*

ARTICLE 13 ATTACHMENTS

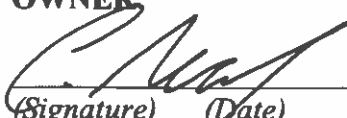
- 13.1**
- A. Professional Rate Schedule*
 - B. Project Schedule*
 - C. Project Requirements*
 - D. Project Budget (not used at this time)*
 - E. Insurance Certificates*
 - F. Standard Department of Education Supplement A*
 - G. Owner Request for Qualifications dated August 14, 2023*
 - H. Consultant Submission to Request for Qualifications dated August 31, 2023*
 - I. Standard Department of Education Supplement B*
 - J. Post-Referendum Recommended Fee Schedule*

/SIGNATURE PAGE FOLLOWS/


Signature Sheet


The Agreement is effective as of November 29, 2023.

OWNER

 11/29/23
(Signature) (Date)
Christopher Record, Superintendent
Town of Cape Elizabeth School Department

CONSULTANT

 11.29.23
(Signature) (Date)
Lisa D. Sawin, Principal
Harriman

 11.29.2023.
(Signature) (Date)
Matthew Sturgis, Town Manager
Town of Cape Elizabeth

Attachment A: Professional Rate Schedule

Principal	\$ 250
Senior Associate	195
Associate	175
Architecture & Interior Design	
Senior Architect	140
Architect	115
Senior Architectural Designer	110
Senior Interior Designer	120
Architectural Designer/Interior Designer	90
Landscape Architecture	
Senior Landscape Architect	135
Landscape Architect	105
Engineering	
Senior Engineer	150
Engineer	125
Senior Engineering Designer	115
Engineering Designer	100
Interdepartmental Services	
QA/QC Specialist	115
Administrative Support	75

DESIGN

Feasibility	March 2024	October 2023 – March 2024
Concept	June 2024	April 2024 – June 2024
Community Engagement	November 2024	October 2023 – November 2024
Schematic Design complete	TBD	
Design Development complete	TBD	
Construction Documents complete	TBD	
Final review comments	TBD	
Issued for Bid	TBD	
Filed Sub-bids received	TBD	
GC Bids received	TBD	

CONSTRUCTION

Approve construction contract	TBD	
Construction commences	TBD	
Phased construction complete	TBD	
Construction complete	TBD	
Building commissioning complete	TBD	
Punch list generated	TBD	
Punch list complete	TBD	

POST-CONSTRUCTION

Certificate of Substantial Completion	TBD	
Move-in	TBD	
Close-out checklist complete	TBD	
Occupancy	TBD	
Post-Occupancy Evaluation	TBD	
One-year Warranty Inspection	TBD	

Insert a target date in the middle column, and comments in the right-hand column, for each item.

Add or remove items as needed.

Revise and reissue this document as new information becomes available.

Attachment C: Project Requirements

Description of Feasibility Study and Conceptual Design Phases - Basic Services

0.0 Kick-off Meeting

- a. Meet with stakeholders to establish project goals, project schedule, project budget, and communication plan.

0.1 Space Allocation/Programming (Stipulated Sum, Fixed Fee)

- a. Conduct interviews with designated representatives of administration, faculty, and staff to understand and document the school district's goals and space needs for the renovated, expanded, and/or new school.
- b. Harriman team to identify building system and code items that would need to be addressed during a renovation and/or addition project.
- c. Update existing floor plan to identify current layout and use of space.
- d. Review student population projections obtained by the Owner.
- e. Develop first draft of Space Allocation Workbook.
- f. Review first draft of Space Allocation Workbook and questions, comments, and recommendations with administration and SBAC.
- g. Update Space Allocation Workbook based on feedback.
- h. Prepare final draft of Space Allocation Workbook for review and approval by Owner.

0.2 Educational Visioning / Educational Planning (Stipulated Sum, Fixed Fee)

- a. Prepare for and conduct Visioning Workshop to focus on District-Wide Curriculum Strengths, Challenges, Opportunities, and Goals Analysis, and Educational Priorities with Educational Visioning Team established by Owner.
- b. Prepare for and facilitate three Educational Visioning Workshops to focus on Forward-Thinking Teaching and Learning, Design Patterns, Guiding Principles, and Bubble Diagrams with Educational Working Groups established by the Owner.
- c. Document the findings of the workshops outlined above into an Educational Planning Document and Design Language.
- d. Conduct a Community Forum to solicit feedback from the community at large—crafting the design statement.

0.3 Building Design (Stipulated Sum, Fixed Fee)

- a. Develop building and site design options within the cost range provided by the SBAC that reflect the needs of the program and Educational Specifications.
 - a. 7 Preliminary Concepts that include basic floor plans, basic 3D information, and relevant cost data (Concepts to include new construction, phasing, repairs, renovations and additions).
 - b. 4 Final Concepts that include floor plans, 3D info with façade studies, 3D sketches of prominent spaces or elements, and relevant cost data; 3 concepts for the Elementary & Middle School; and 1 for the miscellaneous improvements at the High School.

- c. 1 Early SD Option that includes SD level floor plans, elevations, sections, renderings, and detailed cost data based on materials and systems.
- b. Review building and site options with the SBAC to narrow selection of options. Meet periodically with the SBAC, as needed, to select best option.
- c. Conduct Community Forum to review and discuss building design options.
- d. Begin preliminary discussion on building and site materials, components, and systems including civil, architectural, structural, mechanical, plumbing, electrical, and technology.
- e. Develop preliminary design studies of the exterior of the building.
- f. Prepare preliminary floor plans, site plan, and exterior images of selected option for presentation and review by Owner.
- g. Develop preliminary project budget and schedule based on selected option.
- h. Prepare a preliminary narrative about the project.
- i. Conduct a public informational meeting to present the selected option to the community and to solicit feedback.

0.4 Site Development (Stipulated Sum, Fixed Fee)

- a. Develop refined concept site plan integrated with the building design.
- b. Prepare final concept site budget to be integrated with project budget.
- c. Prepare final summary report of site design to be integrated with design narrative.
- d. Attend meetings with Owner, as may be required, for review and approval.

0.5 Concept Design (Stipulated Sum, Fixed Fee)

- a. Refine design of selected option for review and final approval by Owner.
- b. Meet periodically with SBAC to review progress of design.
- c. Meet with local and state officials, as needed, to review project and determine effect of any requirements impacting the design.
- d. Prepare final concept floor plans, site plan, and exterior images.
- e. Prepare final concept budget.
- f. Prepare final narrative about the project including civil, architectural, structural, mechanical, plumbing, electrical, and technology features.
- g. Prepare estimate of 2-year operating costs.
- h. Conduct a public informational meeting to present the final design to the community and to conduct a straw vote, if desired.
- i. Assist the owner in preparing for the referendum.

0.6 Community Engagement (Stipulated Sum, Fixed Fee)

- a. Conduct Community Workshops and public informational meetings as outlined in above tasks and below. Approximately six community forums with the following possible topics:
 - a. Company introduction and discussion of design process and preliminary schedule
 - b. Existing Conditions and Educational Needs Presentation & Public Feedback
 - c. Preliminary Conceptual Options Presentation & Public Feedback
 - d. Conceptual Design Options Presentation & Public Feedback
 - e. Preliminary Schematic Design Option & Public Feedback

- f. Final Design Presentation & Promotions
- b. Work with the SBAC and communication sub-committee to develop clear graphics, information, and narratives in an effort to inform and communicate with the community.
- c. Develop flyers and marketing materials in support of communication sub-committee outreach.
- d. Collaborate with communication sub-committee on various forms of outreach.

0.7 Meetings (Stipulated Sum, Fixed Fee)

- a. Attend and prepare for approximately 2-4 meetings a month with the SBAC and Leadership. One SBAC meeting per month and weekly or biweekly Design / OPM meetings.

Description of Feasibility Study and Conceptual Design Phases - Additional Services

01. Review and confirm existing building information.

- a. Review existing studies and outline what additional information is needed or what information needs to be confirmed.
- b. Provide updated and verified costs of the repairs, along with level of priority.
- c. Review existing facilities reports and validate as needed. Set up a meeting with facilities personnel to review changes that have occurred since original needs assessment was conducted. And update the utility, repair, and existing and anticipated maintenance numbers.
- d. Harriman team to tour facility to confirm and answer questions regarding building system conditions.
- e. Prepare draft Analysis for review by Owner and SBAC.
- f. Provide final document for approval by Owner and SBAC.

0.2 Base Drawings

- a. Provided by Owner.

0.3 Environmental Review

- a. Assume reuse of existing site. Confirm this was conducted in previous study – assume N/A.

0.4 Topographic Boundary Survey

- a. Assume reuse of existing site. Confirm topographic boundary and survey were conducted in previous study – assume N/A.

0.5 Geotechnical Engineer

- a. Provided during existing study. Additional borings and study will be required based on location of existing concept design and conflict with LWCF.

0.6 Traffic Engineer

- a. Need for services depends on whether there is a change in enrollment and entrance onto the site. Assuming no change at this time – assume N/A.

0.7 Hazardous Material Impact Survey

- a. Hazardous materials study and report for all renovated buildings, assumes Cove Pond Elementary and Cape Elizabeth Middle School.
- b. A budgetary number for abatement will be provided and carried in the Building Design Estimate based on this investigation.

ATTACHMENT D

Project Budget (not used at this time)

ATTACHMENT E

Insurance Certificates

(see attached)



HARRASS-01

AELOWITCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Underwriters Inc. INSURER B: XL Specialty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19917 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SPXNYACUJLO001	7/24/2023	12/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability			DPR5007139	12/31/2022	12/31/2023	Each Claim 2,000,000
B	Deductible \$100,000			DPR5007139	12/31/2022	12/31/2023	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

Cape Elizabeth School District 320 Ocean House Road Cape Elizabeth, ME 04107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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HARRASS-02

TBRYANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Varney Agency-Scarborough 136 US-1 Scarborough, ME 04074	CONTACT NAME: PHONE (A/C, No, Ext): (207) 883-8229 FAX (A/C, No): (207) 883-4752 E-MAIL ADDRESS:
INSURED Harriman Associates Inc 46 Harriman Drive Auburn, ME 04210	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company INSURER B : Maine Employers Mutual INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 22292 11149

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBPA538692	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	5101800100	2/1/2023	2/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cape Elizabeth School District is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Cape Elizabeth School District 320 Ocean House Road Cape Elizabeth, ME 04107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ATTACHMENT F

State of Maine ARCHITECT / ENGINEER AGREEMENT

Standard Department of Education Supplement A

Pre-Design through Concept Design Consulting Services

This Agreement amends and supplements the Core Consulting Services Agreement by and between **Town of Cape Elizabeth School Department** hereinafter called the **Owner** and **Harriman** hereinafter called the **Consultant**.

For the following Project: **Cape Elizabeth Multiple School Project (the "Project")** at **Pond Cove Elementary School, Cape Elizabeth Middle School, and Cape Elizabeth High School, Cape Elizabeth,** Maine.

- ☐ *Revisions to the Agreement are as follows:*
- ☐ *Amend Article 13 Attachments by adding this document as **Attachment F**.*

1.1 The Consultant's Compensation shall not exceed **\$381,000** and shall be computed as the sum of Basic Services, Additional Services and Reimbursable Expenses, as shown below.

1.1.1 Basic Services Fee (sum of items below) (**Stipulated Sum**) **\$265,000**
 Fee Credit amount (**Stipulated Sum**) (**\$265,000**)

.1	Space Allocation	<u>Stipulated Sum</u>	<i>(\$15,000)</i>	<i>\$15,000</i>
.2	Educational Visioning	<u>Stipulated Sum</u>	<i>(\$25,000)</i>	<i>\$25,000</i>
.3	Building Design	<u>Stipulated Sum</u>	<i>(\$80,000)</i>	<i>\$80,000</i>
.4	Site Development	<u>Stipulated Sum</u>	<i>(\$50,000)</i>	<i>\$50,000</i>
.5	Concept Design	<u>Stipulated Sum</u>	<i>(\$70,000)</i>	<i>\$70,000</i>
.6	Community	<u>Stipulated Sum</u>	<i>(\$25,000)</i>	<i>\$25,000</i>
.7	Meetings	<u>Stipulated Sum</u>	<i>(Included above)</i>	<i>(Included) above)</i>

The Basic Services Fee is based on negotiated amounts, which is the sum of the items in the right hand column in the table above. The Fee Credit amount is the sum of the portions of each fee item above which will be credited in a potential future Agreement for design services on this project. When both Stipulated Sum fees and Hourly Rate fees are used the amount shall be represented as an aggregate “mixed fees, not-to-exceed” fee amount.

1.1.2 Additional Services Fee (sum of items below) (***not used***) **\$115,000**

.1	Confirm Existing Information(<i>stipulated sum</i>)	<i>\$25,000</i>
.2	Base Drawings of Existing (<i>provided by owner</i>)	<i>\$0.00</i>
.3	Environmental Review (<i>provided by owner</i>)	<i>\$0.00</i>
.4	Topographic and Boundary Survey (<i>provided by owner</i>)	<i>\$0.00</i>
.5	Geotechnical Engineering (<i>estimated</i>)	<i>\$30,000</i>
.6	Traffic Engineering (<i>not used</i>)	<i>\$0.00</i>
.7	New vs. Renovation Analysis(<i>not used</i>)	<i>\$0.00</i>
.8	Site Selection (<i>not used</i>)	<i>\$0.00</i>
.9	Hazardous Material Impact Survey (<i>estimated</i>)	<i>\$60,000</i>

Hourly rates shall be included in Attachment A, *Professional Rate Schedule* for use on this project based on rates negotiated by the Owner and the Consultant. When both Stipulated Sum fees and Hourly Rate fees are used select “Mixed fees, not-to-exceed” for the subtotal fee amount. Provide a detailed description of the services to be performed for each item shown in the table above in Attachment C, *Project Requirements*.

1.1.3 Reimbursable Expenses (sum of estimated items below) **\$1,000**

.1	Transportation in connection with this Project and other pre- authorized travel reimbursed at the prevailing State of Maine rate per mile at the time the expense is incurred (no mark-up allowed)	<i>\$500</i>
.2	Application fees paid for securing approval of Authorities Having Jurisdiction (AHJ) over the Project	<i>\$0.00</i>
.3	Paper reproductions- excluding those required for submissions to AHJ or for Consultant's or Subconsultant's in-office use	<i>\$500</i>
.4	Postage, handling, and delivery of the Instruments of Service	<i>\$0.00</i>
.5	Other: <i>none</i>	<i>\$0.00</i>

.> Delete section 1.6 and replace with section 1.6 below.

- 1.6** Compensation to the Consultant for design services specific to Alternate Bid items shall be based on the final cost estimate, as follows. For Alternate Bid items accepted and made part of the Construction Contract, the Consultant's Fee shall be 100% of the negotiated fee rate multiplied by the estimated amount for that item [1.00 x (fee rate x estimated dollar value)]. For Alternate Bid items not accepted, that is, not made part of the Construction Contract, the Consultant's Fee shall be 75% of the negotiated fee rate multiplied by the estimated amount for that item [0.75 x (fee rate x estimated dollar value)].

*> Delete sections 4.3.8 under **Article 4 Consultant's Responsibilities, Project Administration** and replace with section 4.3.8 below.*

- 4.3.8** The Consultant shall preside at design phase meetings, the pre-bid and pre-construction conferences, and monthly construction pay application meetings.

*> Amend **Article 4 Consultant's Responsibilities, Design Services** by adding sections 4.4.9 through 4.4.12 below.*

4.4.9 New Construction versus Renovation Analysis

When required as an Additional Service, the Consultant shall submit to the Owner for approval an analysis following the Department of Education's (1) Educational Specifications, which shall be provided by the Owner, (2) Space Allocation Guidelines, and (3) Standards & Guidelines for New School Construction & Major Renovation Projects, to the extent applicable to the Project.

4.4.11 Concept Approval

The Consultant shall follow the Educational Specifications provided by the Owner. The design will meet or exceed the criteria as outlined in the Department of Education's (1) Educational Specifications, (2) Space Allocation Guidelines, and (3) Standards & Guidelines for New School Construction & Major Renovation Projects, to the extent applicable to the Project. . The Consultant shall submit to the Owner the following items as necessary to obtain State Board of Education Concept Approval for referendum purposes.

.1 Space Allocation

- a** Completed Space Allocation Workbook as outlined in the current Department of Education Space Allocation Guidelines. This work shall be based on the Owner-provided update and refinement of its Mission Statement, enrollment projections, and Education Specifications.

.2 Site Development

The Consultant shall create schemes to integrate the Owner's program into the site design. The Consultant shall prepare a cost estimate and a Project Schedule. The Consultant shall create scaled drawings showing:

- a** Building location and orientation
- b** Vehicular access and parking
- c** Pedestrian access to buildings
- d** Principal site contours
- e** Relationships to other structures
- f** Landscape features

.3 Building Design

The Consultant shall create and present site plans, floor plans, principal building elevations and building sections. The Consultant shall review and apply all applicable federal, state, and local codes and report the effect of those codes on the design, schedule, and budget of the project.

- a** Reserved.
- b** Planning Board and Zoning Board Presentation. The Consultant shall attend at least two Planning Board or Zoning Board of Appeals meetings if requested by the Owner.
- c** Supporting Documentation. The Consultant shall submit a cost estimate, with budget backup information and a Project Schedule.

.4 Concept Design

The Consultant shall submit concept design documents to the Owner. These documents shall include, as a minimum, the following:

- a** Site Development Plan
- b** Floor plans
- c** Plan details showing furniture layouts
- d** Exterior elevations
- e** Building sections
- f** Wall sections
- g** Description of the project including rationale for its design and an overview of the building's important architectural, structural, mechanical, and electrical features, concept strategies for energy saving components, and 2-year school operating costs

4.4.12 Public Hearing

The Consultant shall attend and assist the Owner at a public hearing held prior to the local referendum vote.

*> Amend **Article 5 Owner's Responsibilities** by adding sections 5.11 through 5.12 below.*

- 5.11** The Owner shall provide a Mission Statement, current enrollment projections, and the Education Specifications.
- 5.12** The Owner shall provide the Consultant, as needed, timely written review comments after receipt of required submissions from the Consultant.

> *Amend **Article 11 Miscellaneous Provisions** by adding section 11.11 below.*

11.11 The Owner may elect to contract for the work of the project in phases. If the Owner negotiates an Agreement for that work with the Consultant of this Agreement, the Consultant shall credit a designated portion of the fee of this Agreement toward the anticipated full service fee.

> *Delete **Attachment D - Project Budget**.*

NOTICE TO ARCHITECTURAL & ENGINEERING FIRMS REQUEST FOR DESIGNER QUALIFICATIONS (RFQ)

Town of Cape Elizabeth, ME Cape Elizabeth Public Schools

Cape Elizabeth School System Program

Date Issued: August 14, 2023
Responses Due: August 31, 2023

Invitation: The Town of Cape Elizabeth, Maine (“Contracting Authority”) is seeking professional design services of a qualified “Firm” within the meaning of 18-554 CMR Chapter 1 for a feasibility study and conceptual design for the Cape Elizabeth School System. The Firm’s role will be to work with the School Building Advisory Committee (“SBAC”), to develop a plan to either renovate, provide for new construction or devise a renovation/addition scheme for the Contracting Authority’s only Elementary School (Pond Cove Elementary School) and Middle School (Cape Elizabeth Middle School). The plan will be based on the implementation of the school’s educational program and financial feedback from the SBAC. These services will also potentially include some renovations and/or a small addition to the Contracting Authority’s sole High School (Cape Elizabeth High School).

Role of SBAC, Town Council, and School Board: The SBAC is a joint ad hoc advisory committee of the School Board and Town Council to assist them in their respective responsibilities for the development of a project and its funding. The SBAC shall consult with both the Town Council and the School Board regarding its recommendations. The Town Council and the School Board are separately elected bodies of the Contracting Authority. The School Board is responsible for final approval of any Building Plan, and of any building design and construction decisions, including award of Project contracts. The Town Council is responsible for final approval of the Project referendum amount and bond sale matters and other bond-related financial decisions. *See* the following link on Town website for more complete description:

[School Building Advisory Committee - Town of Cape Elizabeth, Maine](#)

The Design Review Subcommittee of the SBAC will recommend a candidate on behalf of the SBAC and consult with both the School Board and Town Council regarding its recommendation. The School Board will make the final selection decision for the Contracting Authority.

The feasibility study will include the development and evaluation of potential alternative solutions and continue through the early stages of the Schematic Design Phase for the preferred alternative. Subject to the approval of the Project by means of a Town Referendum, and further subject to adequate funding authorized by the Contracting Authority, the contract between the Contracting Authority and the Firm may be amended to include continued professional services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project.

The estimated construction budget for the potential Project may range from \$60 million to \$120 million depending upon the solution that is agreed upon by the SBAC and the Contracting Authority. Three hundred and fifty thousand dollars (\$350,000) have been set aside by the Contracting Authority for the completion of the Feasibility Study and Conceptual

Design phases. The final Fee for professional services will be negotiated with the selected Firm, based upon the BGS recommended fee schedule for school construction/renovation projects with appropriate credits for earlier phases.

The Firm shall make an attempt to include minority (MBE) and women-owned (WBE) businesses within their project team. The amount of participation should match the State of Maine and Department of Education guidelines. The minority and women-owned business enterprises must be selected from those categories of work identified in Item G of this RFQ. Applicants are strongly encouraged to utilize multiple disciplines and organizations to meet their MBE/WBE goals. Consultants to the prime Firm can team within their disciplines in order to attain the MBE/WBE goals but must state this relationship on the organizational chart.

For additional information on Firm qualifications see Sections F. and G. in this RFQ.

A. Background:

The Cape Elizabeth School Department is governed by the School Board. The school buildings consist of Pond Cove Elementary School (PCES), Cape Elizabeth Middle School (CEMS), and Cape Elizabeth High School (CEHS), all located on a single, shared campus.

The Pond Cove Elementary School building was originally built in 1948 with subsequent additions to the building being added in 1955, 1962, 1994, and 2004.

The Cape Elizabeth Middle School building was originally constructed in 1933. This building also is a conglomerate of multiple additions that have been added on to it over a period of multiple decades. It includes a 1956 building as well as structures that were added in 1962 and 1994. Today, Pond Cove and the Middle School are connected via the 1994 construction, which is where the shared Cafetorium is located.

The Cape Elizabeth High School was originally constructed in 1969. It consists of a composite of brick and CMU bearing/shear walls with a brick veneer. The High School was renovated in 2004. These renovations included the addition of the main entrance and interior upgrades. The interior upgrades consisted of new gypsum walls, the addition of ACT ceiling tiles, and other architectural upgrades and mechanical.

In 2017 under the guidance of the 24-member School Building Committee (SBC), the Cape Elizabeth School Department conducted a Needs Assessment that focused on better storage, a new cafeteria, and improvements to the security of the Middle School and Pond Elementary School buildings only.

Colby Company Engineering and Simons Architects were hired in 2018 by the Contracting Authority to conduct a Feasibility Study and produced a report in 2019 that identified the actual conditions of these two facilities. This report identified four potential options to address the 2017 Needs Assessment for the Contracting Authority to consider:

1. A new entrance and cafetorium
2. A phased new construction project over a multi-year period
3. Renovations of the existing schools
4. A new school

This 2019 Colby Report was reviewed and discussed by the SBC over the next several months into the start of 2020. The work was put on hold for several months until approximately December of 2020 due to the Covid-19 pandemic. In January 2021, the SBC filed an RFQ for Conceptual Design for PCES/CEMS. During February and March of 2021, the team of Colby Company and Simons Architects were interviewed twice and were ultimately selected by the SBC as design team.

In the Fall of 2021, the Building Oversight Committee and four subcommittees were established. The team of Colby Co. and Simons Architects began work on the Conceptual Design. The work continued for the next several months and

was completed in February of 2022. The SBC met in March of 2022 and approved funding and scope for moving forward with the Schematic Design and suggested moving the Town Referendum for approving the funding to November of 2022. The Town Referendum date change and funding was approved by Town Council in April of 2022.

The Design Team presented the Schematic Design, bond support, budget to the SBC in July of 2022. The Schematic Design included new construction of Pond Cove Elementary School and Cape Elizabeth Middle School into a combined building and also included minor renovations of Cape Elizabeth High School. The project budget was rejected at that time, and the Design Team was asked to revise the Schematic Design to reduce cost.

The revisions to the Schematic Design were presented again to the SBC in August of 2022. During their meeting on August 9, 2022, the School Board voted to recommend that the Town Council approve a bond in the amount of \$115,943,324 for the construction of a new Pond Cove Elementary and Cape Elizabeth Middle School and Renovations to the Cape Elizabeth High School. On August 22, 2022, the Town Council approved sending the bond question to the voters of Cape Elizabeth in the amount recommended by the School Board. The Referendum Vote was set for November 8, 2022.

The November Referendum Vote was defeated, with 2,337 votes for the proposal and 3,817 votes against.

Additional project history and information is available at the following links:

<https://www.capeelizabeth.com/SBACOwnersRepRFPDocuments>

<https://evocloud-prod3-public.s3.us-east-2.amazonaws.com/meetings/47/attachments/10816.pdf>

For the enrollment needs of the proposed project, the Contracting Authority acknowledges and agrees that the design of preliminary options which will be evaluated as part of the feasibility study for the proposed project shall be based on the following September 2023 enrollments:

- District-wide grade K-5 enrollment: 653 students
- District-wide grade 6-8 enrollment: 343 students
- District-wide grade 9-12 enrollment: 524 students

B. Project Goals and General Scope:

The applying Firm should have the ability to guide the SBAC and public voters through the Feasibility and Conceptual Stages of Design. It is anticipated that as part of the Firm's Feasibility Study, they will review the problems identified by the past Needs Assessment and Feasibility Study produced by the Colby/Simons team.

The Firm's effort will also include identifying multiple options that can address the deficiencies identified in the Needs Assessment. These options will be presented to the SBAC and its various Subcommittees at regular stages of the project. The options presented should include varying price ranges within the designated budget range identified in this RFQ.

The Firm must demonstrate the ability to provide community outreach with the SBAC Communications Subcommittee and Contracting Authority representatives to solicit feedback on each of the options that are identified and provide supporting graphics and narratives to communicate the design issues in simple and understandable terms.

The Feasibility Study shall include reviewing all past design recommendations and providing all other reasonable alternatives to be reviewed by the SBAC. All proposed options must meet the regulations, policies, guidelines and directives of the State of Maine and the Maine Department of Education. These will include, among others, a final design program, space summary, and a proposed total project budget. The Conceptual Design shall include, but not be limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code

analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, 3D architectural renderings, narrative building systems descriptions, LEED-S scorecard (if requested by the Contracting Authority), outline specifications, cost estimates, project schedule and proposed total project budget.

C. General Provisions:

1. From the time the RFQ is issued until award notification is made, all contact with the Contracting Authority, its departments, committees, and subcommittees, and their respective officials, representatives, and members, regarding the RFQ must be made through the RFQ Coordinator. No other person/Contracting Authority employee is empowered to make binding statements regarding the RFQ. Violation of this provision may lead to disqualification from the bidding process, at the Contracting Authority's discretion.
2. Issuance of the RFQ does not commit the Contracting Authority to issue an award or to pay expenses incurred by a Firm in the preparation of a response to the RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals must adhere to the instructions and format requirements outlined in the RFQ and all written supplements and amendments issued by the Contracting Authority. Responses to this RFQ are to follow the format and respond to all questions and instructions specified below in the "Proposal Requirements" section F of the RFQ.
4. Firms will take careful note that in evaluating a proposal submitted in response to the RFQ, the Contracting Authority will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Contracting Authority information of previous contract history with the Firm (if any). The Contracting Authority also reserves the right to consider other reliable references and publicly available information in evaluating a Firm's experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the Firm and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
6. The RFQ and the awarded Firm's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Contracting Authority.
7. Following announcement of an award decision, all submissions in response to this RFQ will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401 et seq.](#)).
8. The Contracting Authority, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFQ.
9. All applicable laws, whether or not herein contained, are included by this reference. It is the Firm's responsibility to determine the applicability and requirements of any such laws and to abide by them.

D. Scope of Services:

The awarded Firm will perform the following tasks:

1. Overview

The awarded Firm will work with the Contracting Authority on services relative to the construction of renovations, additions to, or new construction of the Pond Cove Elementary School and Cape Elizabeth Middle School. If the projected estimates allow it, renovations and/or additions to the Cape Elizabeth High School will be included in this scope. The awarded Firm will support an effective and efficient use of public funds for the school construction projects, helping to ensure a high-quality finished, and fiscally responsible project.

2. Specific Description of Tasks

- a.** Act on behalf of the Contracting Authority while performing the following responsibilities.
- b.** Provide the Contracting Authority a Feasibility Study and Conceptual Design for renovations, additions to, and/or new construction of the Pond Elementary School and Cape Elizabeth Middle School, including tasks such as:
 - i.** Attending and participating in meetings involved with the SBAC, community outreach, other public meetings, and other meetings in developing, reviewing, modifying, and improving documents related to the Feasibility Study;
 - ii.** Reviewing plans, options, specifications, and cost estimates, and revising them as necessary, to fit within the outlined project budget, all applicable regulations, and guidance of the SBAC, to be supported by a Town Referendum in the fall of 2024;
 - iii.** Attending design charettes with community members;
 - iv.** Communicating with SBAC, Contracting Authority, and school system personnel, especially on design concept issues, costs, and budgets;
 - v.** Facilitating open communication and making every reasonable effort to keep the project conflict-free and in harmony with the objectives of the community;
 - vi.** Managing subconsultants for multiple disciplines, as needed;
 - vii.** Reviewing and recommending project expenditures;

3. Performance Measures & Deliverables

In performing the Tasks above, the awarded Firm will be expected to:

- i.** Review and provide comments on previous design options and cost estimate submittals.
- ii.** Review and provide recommendations on related project issues and documents requiring the approval of the Superintendent and/or the SBAC.
- iii.** Communicate with the SBAC and Contracting Authority's Project Manager (OPM) weekly regarding project status.
- iv.** Maintain consistent representation of Department of Education standards.
- v.** Provide summaries of project meetings within three (3) days.
- vi.** Provide a minimum of four (4) design options with general cost estimates and technical commentary that fall within the project budget.
- vii.** Provide renderings, diagrams, and other various marketing material during the feasibility study and conceptual design phases which will be used for Community Outreach.
- viii.** Provide support and assistance to the Contracting Authority, including attending Community meetings/events, to inform the public of design features.
- ix.** Assist with the revisions based on SBAC and Community feedback.
- x.** Provide a final report inclusive of all design and planning work at the end of the project phase.

If the Contracting Authority decides to proceed with the Project beyond the Conceptual Design (early Schematic) Phase required to submit the project to referendum vote, the Contract may be amended accordingly, but the Contracting Authority reserves the right to halt services with the Firm. Should the Contracting Authority opt not to proceed with the Firm, the Contracting Authority will retain the rights to use and copy, at its sole risk, all materials and deliverables produced during these stages.

Copies of the State of Maine Architect / Engineer Agreement – Special Consulting Services are attached hereto and incorporated herein by reference. This RFQ will be appended to and become part of the State of Maine Architect / Engineer Agreement – Special Consulting Services are. Any Firm selected as a result of this RFQ will be required to execute the State of Maine Architect / Engineer Agreement – Special Consulting Services are and applicable amendment that are attached hereto.

The Services contained within the final Contract will include, but not be limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, educational consultants, any specialty consultants for sustainable design (LEED-S), laboratory, library/media center and kitchen space, code consultants, accessibility, energy evaluations, Unifomat cost estimates;

E. Project Phases and Work Plan:

Work under this RFQ is for the Feasibility Study and Conceptual Design phases only. Additional project phases may be awarded to the Firm at the discretion of the Contracting Authority. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Contracting Authority, OPM, the SBAC and others, and other tasks as described.

The estimated total duration of the Contract for Designer Services from Feasibility Study through the approval of Schematic Design, inclusive of review and approval time, is estimated as follows:

Feasibility Study	<i>18</i>	weeks
Conceptual Design (Early Schematic) Phase	<i>18</i>	weeks
Town Referendum	<i>11/5/24</i>	
Schematic Design Development through 100% CD	<i>TBD</i>	weeks
Bidding	<i>TBD</i>	weeks
Construction Administration Phase	<i>TBD</i>	weeks
Estimated Total Duration (Exclusive of Completion Phase)	<i>TBD</i>	weeks

The durations for any phases beyond the Feasibility Study and Conceptual Design will be determined if and when the Contracting Authority elects to proceed with them. Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Services, nor are they a substitute for the performance time requirements shown below.

The Firm's performance times listed in the table below are requirements, not estimates. The Contracting Authority, through the Contracting Authority's Project Manager will review each submission and, if acceptable, provide notice to the Firm to proceed to the next phase.

The Firm's adherence to the performance times listed below will be part of the Contracting Authority's performance evaluation of the Firm's work, which will be conducted at the end of the Project.

	<u>Within/Weeks</u>	
• Attend a "Kick-Off" meeting	<u>2</u>	Execution of a contract with the Contracting Authority
• Preliminary Program	<u>4</u>	Execution of a contract with the Contracting Authority
• Development of Alternatives	<u>6 -8</u>	Execution of a contract with the Contracting Authority
• Preliminary Evaluation of Alternatives	<u>4</u>	Approval of Alternatives
• Final Evaluation of Alternatives	<u>2-4</u>	Approval of Preliminary Evaluation
• Recommendation of Preferred Solution	<u>2</u>	Approval of Final Evaluation
• Final Design Program	<u>2-4</u>	Approval of Preferred Solution
• Conceptual Design	<u>14</u>	Approval of the Final Design Program
• Schematic Design	<u>TBD</u>	Approval of the Referendum
• Design Development	<u>TBD</u>	Approval of the Schematic Design
• 60% Construction Documents	<u>TBD</u>	Approval of Design Development
• 100% Construction Documents	<u>TBD</u>	Approval of Design Development

F. Minimum qualifications:

Selection will be made by the SBAC in accordance with Maine State Law Designer Selection Procedures, as applicable to locally funded school construction projects. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet **all** of the following qualifications.

1. The qualified Firm must employ a Maine registered architect responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Maine registered architect responsible for and in control of the services to be provided has successfully completed all certifications required by the state of Maine to provide Design Services for publicly funded school projects.
3. The Firm shall make an attempt to include minority (MBE) and women-owned (WBE) businesses within their project team. The amount of participation should match the State of Maine and Department of Education guidelines.
4. The Firm will have worked on at least five (5) public school projects of similar size and value in the states of Maine, New Hampshire, or Massachusetts, completed within the last ten (10) years.

5. The Maine registered architect responsible for and in control of the services will have worked on at least three (3) public school projects of similar size and value in the states of Maine, New Hampshire, or Massachusetts, completed within the last ten (10) years.
6. The Firm will provide a history of all projects of comparable size and complexity where it provided similar services within in the last ten (10) years. This list is to include the name of the project, project location, project size (square footage), name of the General Contractor/Construction Manager, name of the OPM, project cost, year of completion, services provided, and a reference.
7. The Firm will provide a history of up to five (5) relevant projects for each of its Sub-Consultants completed within the last 10 years.
8. The Firm will provide current resumes of all team members that they are proposing for this project. Resumes should not exceed two (2) pages each.
9. The Firm will provide an organization chart that outlines the structure of their proposed project team and their team's relationship with the Contracting Authority, the OPM, the SBAC, and other community entities.
10. The Firm will provide a complete list of all active projects in its portfolio.
11. The Firm will provide a record of its financial standing, including its total volume of work for each of the last three (3) years.
12. The Firm will confirm that its insurance program meets the minimum requirements of the State of Maine Architect / Engineer Agreement – Special Consulting Services.

G. Selection Criteria:

In evaluating proposals, the Contracting Authority, its representatives, and the Designer Selection Subcommittee will consider the members of the proposed design team. Identify those members of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work.

1. *Architecture*
2. *Educational Programming*
3. *Interior Design*
4. *Civil Engineering*
5. *Landscape Architecture*
6. *Structural Engineering*
7. *Fire Protection Engineering*
8. *Plumbing Engineering*
9. *HVAC Engineering*
10. *Electrical/Lighting*
11. *Data/Communications*
12. *Environmental Permitting*
13. *Geotechnical Engineering*
14. *Geoenvironmental Engineering*
15. *Hazardous Materials*
16. *Cost Estimating*
17. *Kitchen/Food Service Consultant*
18. *Acoustical Consultant*
19. *Specifications Consultant*
20. *Library/Media*
21. *Technology Consultant/Audio Visual Consultant*
22. *Sustainable/Green Design/Renewable Energy Consultant*
23. *Code Consultant*

- 24. *Accessibility Consultant*
- 25. *Traffic Consultant*
- 26. *Furniture, Fixtures and Equipment Consultant*
- 27. *Site Surveying*
- 28. *Security Consultant*

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s). Applicants should utilize the form provided in Attachment E when providing this information.

The members of the team for each of the categories of work listed above must be identified including the Firm's name, individual's name and professional registration or license number, as applicable, as well as whether the Firm is certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above. Consultants other than those proposed for the categories of work listed above or required to perform services may not be used for purposes of meeting M/WBE goals. Applicants are strongly encouraged to utilize multiple disciplines and Firms to meet their MBE/WBE goals. Consultants to the prime Firm can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section F).

The Contracting Authority and Designer Selection Subcommittee will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the Firm, if any, with regard to public school projects across the State of Maine and/or New Hampshire, or Massachusetts, with respect to:
 - a. Quality of project design.
 - b. Quality, clarity, completeness and accuracy of plans and contract documents.
 - c. Ability to meet established program requirements within allotted budget.
 - d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
 - e. Effective coordination and management of consultants.
 - f. Effective public outreach programs leading to successful community referendum.
 - g. Positive working relationship with contractors, subcontractors, local awarding authority and other officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the Firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the Firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the Firm to the project site or willingness of the Firm to make site visits and attend local meetings as required by the client.
8. Additional criteria that the SBAC considers relevant to the project.

H. Proposal requirements

Persons or Firms interested in applying must meet the following requirements:

1. Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant's discretion, but it is

recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. A total of three (3) hard copies of the Applicant's Response shall be sent to the appropriate contact noted below.

2. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section F of this RFQ.
3. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project.
4. Proposals shall be addressed to:

***Christopher Record, Superintendent of Schools
Town of Cape Elizabeth School Department
320 Ocean House Road
Cape Elizabeth, ME 04107***

6. Proposals must be clearly identified by marking the package or envelope with the following:

***Cape Elizabeth Public Schools
"Name of Applicant"***

7. All questions regarding this RFQ should be addressed exclusively in writing via email to the Superintendent of Schools by August 25, 2023, at 2:00 pm to:

***Christopher Record, Superintendent of Schools
Town of Cape Elizabeth School Department
320 Ocean House Road
Cape Elizabeth, ME 04107
crecord@capeelizabetschools.org***

8. In addition to the twelve (12) hard copies noted above, Applicants **must also** send an electronic copy of their Response to:

**Christopher Record, Superintendent of Schools
crecord@capeelizabetschools.org**

9. All Responses must be submitted as indicated above by August 31, 2023, at 2:00pm.

I. Pre-Proposal Meeting:

All interested parties should attend a briefing session scheduled for August 23rd, 2023, at 3:30pm at the Pond Cove Elementary School:

12 Scott Dyer Road
Cape Elizabeth, ME 04107

J. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Contracting Authority prior to the time and date of the proposal opening.

K. Public Record

All responses and information submitted in response to this RFQ are subject to the Maine Freedom of Access Act, M.R.S.A. title 1, c. 13. Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

L. Waiver/Cure of Minor Informalities, Errors and Omissions

The Contracting Authority reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Contracting Authority and its beneficiaries.

M. Rejection of Responses, Modification of RFQ

The Contracting Authority reserves the right to reject any and all responses if the Contracting Authority determines, within its own discretion, that it is in the Contracting Authority's best interests to do so. This RFQ does not commit the Contracting Authority to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Contracting Authority also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

ATTACHMENTS:

Attachment A: State of Maine Architect / Engineer Agreement

1. Bureau of General Services – Architect / Engineer Attachments A-C
2. Bureau of General Services – Architect / Engineer for School Project – Core Consulting Services
3. Bureau of General Services – Architect / Engineer for School Project – Supplement A
4. Bureau of General Services – Architect / Engineer for School Project – Supplement B
5. Bureau of General Services – Architect / Engineer Supplemental Agreement – Amended Services

Attachment B: Insurance requirements

Attachment C: Certifications

1. Response Form
2. Certificate of Non-Collusion
3. Tax Compliance
4. Conflict of Interest Certification
5. Certificate of Corporate Responder
6. Certificate of Non-Discrimination
7. Certification on Maine General Laws and Building Code

Attachment D: Districts Statement of Interest

Attachment E: Designer Submission Forms

End of Document

Town of Cape Elizabeth

Cape Elizabeth Public Schools

Cape Elizabeth School System Program

Cape Elizabeth, Maine

August 31, 2023

Harriman





Contents

	Cover Letter	
1	Attachment A5	BGS Architect and Engineer Attachments A-C
2	Attachment B.....9	Insurance Requirements
3	Attachment C 13	Response Form Certificate of Non-Collusion Certificate of Tax Compliance Conflict of Interest Certification Certificate of Corporate Responder Certificate of Compliance with Maine Human Rights Act Debartment Certification Certification on Maine General Laws and Building Code
4	Attachment D 21	Statement of Interest
5	Attachment E..... 25	Designer Application Form
6	References..... 91	



Fairgrounds Middle School Renovation Addition - Team Commons, Nashua, NH

August 31, 2023

Christopher Record, Superintendent of Schools
Town of Cape Elizabeth School Department
320 Ocean House Road
Cape Elizabeth, ME 04107

Dear Christopher:

On behalf of the Harriman Pre K – 12 Studio I am excited to present our qualifications to guide the Cape Elizabeth School Design process. As the leader of Harriman's PK-12 Studio I bring a proven history with similar projects. I most recently led successful processes in Bar Harbor, Rumford, Portland and Auburn, Maine. My team and I will review and build upon the previous work, educational plan, vision, mission, values and district strategic goals. Our aim will be to develop multiple cost-effective and viable options that align with these critical guideposts. Our vast experience in executing similar successful projects in Maine, our in-depth knowledge of Maine regulations, procurement requirements, and Maine Department of Education Guidelines and robust community engagement process will result in a project design built upon your community's vision and at cost that is supported by stakeholders and leads to a successful November 2024 referendum. Our approach to the Cape Elizabeth project will be built on the following core values.

Community | People are at the heart of every school project. We're adept at leading community forums and listening to the contributions of diverse stakeholders and distilling those voices into clear, compelling and cost-appropriate design solutions that align with community values. We're excited at the prospect of re-engaging the Town of Cape Elizabeth, the Cape Elizabeth School District, The School Building Advisory Committee (SBAC), the Owner's Project Manager and the many stakeholders within the Cape Elizabeth Community, to reestablish trust in the process.

Communication | Choreographed and purposeful communication is at the core of building trust and support for school construction. Communicating "Why" and "Why Now" is ultimately as important as the bricks and mortar of a new school. Emilie Waugh, our Educational Facility Planning Coordinator Specializes in Community Engagement and Communication. She guides our communications strategy and deliverables. Her ability to distill complex messages into concise and compelling graphics, website content, flyers and other communications tools, will be a key ingredient in facilitating transparency and building community support.

Pedagogy | Schools buildings are not merely backdrops for the education process. They are integral and active ingredients in the education process. We delight in creating school environments that are warm and welcoming, bright and uplifting, and which promote a sense of security and confidence to allow curiosity, creativity and risk taking in educational pursuits. Elementary and Middle Schools must respond to the range of physical, social, and cognitive development children undergo during these formative years. We design learning environments based on the developmental stages of the children they support. Our team of educational programmers and designers, including David Stephen of New Vista Design, will work with you to interpret your educational plan and translate it into various options to meet your educational and facility priorities.

Pragmatism | Harriman has a solid record of delivering large scale school construction projects on schedule and within budget. As an integrated full-service architecture and engineering firm, we offer our clients the advantages of a single point of accountability and responsibility; faster communications and coordination; better systems integration; and a more cohesive team approach.

August 31, 2023

Page 2 of 2

Christopher Record, Superintendent of Schools

Local Presence | Our convenient office locations in Portland and Auburn Maine provide us easy access to conduct observations and information gathering, as well as to enable stakeholder workshops and community meetings as the process proceeds.

We have one PK-12 project that has completed schematic design and we are targeting bond approval this Fall with all other projects in Design or Construction. The Cape Elizabeth project will be the PK-12 Studio's primary early design and study project receiving top priority and dedicated attention. We would be honored to have the opportunity to collaborate with The Town of Cape Elizabeth, Cape Elizabeth Public Schools, The SBAC, OPM and various stakeholders and community members in developing the most educationally appropriate, economical, and sustainable solution to serve for generations to come.

I acknowledge receipt of Addenda 1.

I certify that Harriman meets the requirements outlined in Section F of the August 14 Request for Design Qualifications and offer the following in regards to the requirement to "...make an attempt to include MBE and WBE business within the project team." Harriman believes strongly in engaging highly qualified Women-Owned and Minority-Owned businesses whenever possible. Solutions that arise from the contributions of diverse project contributors best reflect the communities they serve. Our team includes Preferred Construction Management (PCM) to provide Cost Estimating services. PCM is a recognized DBE by the Maine DOT with a Women-Owned Business Enterprise (WBE) designation. Harriman and PCM have a long and distinguished history working together on major school constructions projects. Recent collaborations include \$44M renovation and expansion of the Yarmouth Maine public schools, \$38M renovation and expansion of four of Portland Maine public schools, and estimating for the proposed new \$74M school in Maine's RSU10 district. Further, in developing our submission for the Cape Elizabeth School project, we reached out to several other M/WBE firms that unfortunately were unable to participate. Should we be selected, we welcome the opportunity to engage other DBE consulting partners to expand our team.

Please reach out with any questions. We look forward to the next steps!

Sincerely,

Harriman



Lisa D. Sawin, AIA, LEED AP BD+C

Principal

ME Reg/Lic #ARC4470

lsawin@harriman.com

Attachment A

BGS Architect and Engineer Attachments A-C



Reiche Elementary School - Renovations / Addition, Classroom Neighborhoods, Portland, ME

We are familiar with and have reviewed, understand and will comply with the following BGS documents provided as part of the Request for Qualifications that are listed below:

Attachment A-1 - BGS Arch Eng Attachments A-D April 2021

Attachment A - Professional Rate Schedule

Attachment B - Project Schedule

Attachment C - Project Requirements

Attachment D - Project Budget

Attachment A-2 - BGS Arch Eng for School Project - Core Consulting Services 27 April 2021

Attachment A-3 - BGS Arch Eng for School Project - Supplement A 01 May 2020

Attachment A-4 - BGS Arch Eng for School Project - Supplement A 01 May 2020

Attachment A-5 - BGS Arch Eng Supplemental Agreement - Amended Services 27 April 2021



Edward Little High School - Student Commons, Auburn, Maine

Attachment B

Insurance Requirements

A photograph of a school hallway. On the left, a long, colorful quilted wall made of many small, patterned squares runs along the wall. In the foreground, several children are walking, their figures blurred to suggest motion. The floor is made of large, grey tiles. The ceiling is a standard drop ceiling with fluorescent lights. The overall atmosphere is bright and active.

**NO ACT OF KINDNESS,
NO MATTER HOW SMALL,
IS EVER WASTED.**

Yarmouth Elementary School - Renovations / Addition, Yarmouth, Maine

Cape Elizabeth School Systems Program
ATTACHMENT B – DESIGNER INSURANCE REQUIREMENTS

- i. The Consultant shall provide, with each original of this signed Agreement, an insurance certificate or certificates issued by companies acceptable to the Owner. The Consultant shall submit insurance certificates to the Owner at the commencement of this Agreement and at policy renewal or revision dates. The certificates shall identify the project name and project number and shall name the Owner as certificate holder. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner.
- ii. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Consultant. The Consultant is responsible for the existence, extent and adequacy of insurance prior to signing this Agreement.
- iii. The Consultant shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought (see Maine Limitation of Actions statute (14 M.R.S. §752-A)). The Consultant shall ensure that all Subconsultants they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Consultant from claims which may result from the Consultant's execution of the Work, whether such execution be by the Consultant or by those employed by the Consultant or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.
- iv. The Consultant shall have Workers' Compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
 - Bodily Injury by Accident \$500,000
 - Bodily Injury by Disease \$500,000 Each Employee
 - Bodily Injury by Disease \$500,000 Policy Limit
- v. The Consultant shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:
 - General aggregate limit \$2,000,000
 - Products and completed operations aggregate \$1,000,000
 - Each occurrence limit \$1,000,000
 - Personal injury aggregate \$1,000,000
- vi. The Consultant shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. The minimum acceptable limit is:
 - Any one accident or loss \$1,000,000
- vii. The Consultant shall have Professional Liability insurance against claims arising out of all negligent acts, errors or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
 - Each claim \$1,000,000

We have reviewed and understand the Designer Insurance Requirements and can comply.



Brian McCarthy Middle School - Student Commons, Nashua, NH

Attachment C

Response Form
Certificate of Non-Collusion
Certificate of Tax Compliance
Conflict of Interest Certification
Certificate of Corporate Responder
Certificate of Compliance with Maine Human Rights Act
Debarment Certification
Certification on Maine General Laws and Building Code



Saccarappa Elementary School, Renovation/Addition - Westbrook, Maine

Attachment C - Response Form

The undersigned hereby submits a sealed Response for the provision of Designer Services.

Printed Name of Responder: Harriman

Address: 46 Harriman Drive, Auburn, Maine 04210

The Responder hereby pledges to deliver the complete scope of goods required. Responder certifies as follows:

- A. Responder is an established business.**
- B. Responder holds all applicable State and Federal permits, licenses and approvals.**
- C. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.**
- D. Responder holds all applicable documentation and Insurance in accordance with this RFQ.**
- E. Responder has not defaulted on any Contract within the last five (5) years.**
- F. Responder maintains a permanent place of business.**
- G. Responder has adequate personnel and equipment to perform the work expeditiously.**
- H. Responder has suitable financial status to meet obligations incident to the work.**

8/14/2023 Cape Elizabeth Schools Designer RFQ

I. Responder is registered with the Secretary of the State of Maine to do business in Maine.

J. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the Town and are binding on the Successful Responder.

Harriman

Printed Name of Responder

46 Harriman Drive, Auburn, ME 04210

Printed Address of Responder

207-784-5100

Telephone Number

By: 

(Signature)

Lisa Sawin

Printed Name

Principal-in-Charge, Architect

Printed Title

August 31, 2023

Date

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Certificate of Non- Collusion

The undersigned certifies, under penalties of perjury, that this Response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Harriman

Printed Name of Responder

46 Harriman Drive, Auburn, ME 04210

Printed Address of Responder

207-784-5100

**Telephone
Number**

By: 

(Signature)

Lisa Sawin

Printed Name

Principal-in-Charge, Architect

Printed Title

August 31, 2023

Date

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Certificate of Tax Compliance

Pursuant to Title 10, Part 3, Ch. 202 §1126: Certification of Compliance – Maine State Legislature, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Harriman

Printed Name of Responder

46 Harriman Drive, Auburn, ME 04210

Printed Address of Responder

01-0264348

Federal Tax ID Number

By: 

(Signature)

Lisa Sawin

Printed Name

Principal-in-Charge, Architect

Printed Title

August 31, 2023

Date

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Conflict of Interest Certification

The Responder hereby certifies that:

1. *The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.*
2. *No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responder.*
3. *No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.*
4. *The Responder understands that the Maine Conflict of Interest Law - Title 17, Chapter 101, Section 3104 - applies to the Responder with respect to the services described in the Request for Qualifications.*
5. *The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.*

Harriman

Printed Name of Responder

46 Harriman Drive, Auburn, ME 04210

Printed Address of Responder

207-784-5100

Telephone Number

By: 

(Signature)

Lisa Sawin

Printed Name

Principal-in-Charge, Architect

Printed Title

August 31, 2023

Date

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Certificate of Corporate Responder

I, Leonard Lamoreau, certify that I am the Corporate Clerk of the Corporation named as Responder in the attached Response Form; that Lisa Sawin who signed said Response Form on behalf of the Responder was then Principal and Architect of said Corporation; that I know his/her signature hereto is genuine and that said Response Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)



Printed Name of Responder

Harriman

Printed Address of Responder

46 Harriman Drive, Auburn, ME 04210

Telephone Number

By: 

(Signature)

Leonard Lamoreau

Printed Name

Corporate Clerk

Printed Title

August 31, 2023

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Certificate of Compliance with Maine Human Rights Act

The Responder hereby certifies that it is in compliance with and shall remain in compliance with the Maine Human Rights Act and shall not discriminate on any prohibited basis outlined therein.

Harriman

Printed Name of Responder

46 Harriman Drive, Auburn, ME 04210

Printed Address of Responder

207-784-5100

Telephone Number

By: 

(Signature)

Lisa Sawin

Printed Name

Principal-in-Charge, Architect

Printed Title

August 31, 2023

Date

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C - Debarment Certification

The undersigned certifies, as to the Respondent and each of its principals and, with respect to each of Respondent employees and agents certifies to the best of its knowledge, that each such entity or person or entity with which such person was previously affiliated:

(a) is not presently debarred, suspended, proposed for debarment, or otherwise declared ineligible or voluntarily excluded by any Federal, state or local department or agency from entering into a contract for a public (Federal, state or local) transaction;

(b) has not, within the three-year period preceding the date of its proposal, been convicted of or pleaded guilty or nolo contendere to a criminal offense relating to or had a civil judgment rendered against it for commission of fraud or other misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction;

(c) has not within the three-year period preceding the date of its proposal, been convicted of or pleaded guilty or nolo contendere to a criminal offense of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) has not, within a three-year period preceding the date of its proposal, had one or more public transactions (Federal, state or local) terminated for cause or default; and

(e) will submit a revised certification immediately at such time as the status on any of the above certifications changes.

If the Respondent is unable to certify to any of the statements in this certification, the Respondent may attach an explanation to this proposal.



(Signature of individual)

Harriman / Lisa Sawin

(Name of Respondent)

8/14/2023 Cape Elizabeth Schools Designer RFQ

Attachment C

CERTIFICATION ON MAINE GENERAL LAWS AND BUILDING CODE

*The undersigned, a duly authorized representative of Harriman
_____, hereby certifies under the pains and penalties of
perjury that the contractor has thorough knowledge of the Maine State Building Code, regulations
related to the Americans with Disabilities Act, and all other pertinent federal, state and local
codes and regulations related to successful completion of the project.*

Signed:  _____ *Date:* August 31, 2023

Print Name: Lisa Sawin

Title: Principal-in-Charge, Architect

Company: Harriman *Telephone:* 207-784-5100

Address: 46 Harriman Drive, Auburn, ME 04210

8/14/2023 Cape Elizabeth Schools Designer RFQ



Wentworth Intermediate School - STEM Labs, Scarborough, Maine

Attachment D

Statement of Interest



Robert V. Connors Elementary School - Art Room, Lewiston, Maine

ATTACHMENT D

Statement of Interest

The Cape Elizabeth School Department is excited to collaborate with an architectural firm to create innovative school building solutions to meet the learning and teaching needs of our students, staff, and community for decades to come. We encourage your analysis of input from a variety of stakeholders (students, staff, administration, School Board, parents, & community members) as you design viable options for our consideration. The following *Vision*, *Mission*, and *Values* serve as the foundation of our school system and should guide this project:

VISION: *Cape Schools Open Minds and Open Doors*

MISSION: *We will empower students with the academic, personal, and social knowledge and skills needed to build balanced and purposeful lives.*

VALUES:

- ***COMMUNITY:*** *We value the connections among our school, local, and global communities that foster meaningful participation in a dynamic and diverse world.*
- ***ACADEMICS:*** *We value rich and varied learning experiences that support critical thinking, perseverance, effective communication, and independent and collaborative work inside and outside of the classroom. We honor multiple pathways and alternative definitions of success.*
- ***PASSION:*** *We value personal investment in learning in an environment that nourishes joy and creativity, protects risk-taking, and cultivates individual expression.*
- ***ETHICS:*** *We value decision-making and actions guided by the principles of personal integrity, empathy, responsibility, and respect for self, others, and the environment.*

We believe, by creating state of the art future focused school facilities, our schools will be well equipped to meet the needs of current and future learners, allowing them to attain a high quality education and achieve their greatest potential. Through the design of safe, welcoming, and physically comfortable spaces that promote personalized learning, our students will be exceptionally prepared for their world upon graduation, a world that is constantly changing and evolving. To best support a future-forward design, the schools will demonstrate the greatest flexibility in use of space, materials, equipment, and furnishings. Systems used throughout and shared between both buildings will ensure environmental

We have reviewed and understand the Statement of Interest.

aesthetics and low impact, while demonstrating high degrees of efficiency and long term sustainability. The building and campus design will instill pride in the Cape Elizabeth community for all users and serve as a beacon and hub for years to come.

Furthermore, this construction project should aspire to meet the following ***District Strategic Plan Goals (2020-2025)*** adopted by the School Board in 2019:

1) Health and Well-Being

Our schools will provide a supportive learning environment in which physical, social, and emotional well-being are valued and promoted.

The learning environment plays a key role in maintaining and promoting the health and wellbeing of students and the staff. Students spend 175 days a year in our schools with approximately 70% of that time either in the classroom or indoor spaces. We believe that better educational outcomes can be achieved if students are able to learn in welcoming spaces that have been flexibly designed to provide opportunities for both collaboration and quiet reflection, with access to a nature filled environment.

- ***Welcoming Spaces***
- ***Flexible Spaces Designed for Various Sized Groups***
- ***Nature Filled Environment***

2) Global Competency

Our students will be personally responsible, aware, empathetic, and engaged local and global citizens.

The demands on our current and future students for global competency are fluid and unparalleled in history. The design and building process will encourage student stewardship of the building, the local community and wider world. Since authentic, productive, and diverse in-person relationships and access to the wider world via technology are cornerstones of developing global competency, the new design will reflect this priority in every detail, addressing myriad challenges that exist in the current buildings for collaboration, gathering, and connection.

- ***Stewardship opportunities and connection to place***
- ***Encouragement of diverse relationships***
- ***Hassle-free, effective technology capacity for global connection***

3) Multiple Pathways and Definitions of Success

Our schools will value, promote, and celebrate multiple pathways and definitions of success.

As we plan for educating Cape Elizabeth students over the next half-century it is important to think beyond our current educational model. The physical building will need evolve to accommodate the needs of our future scholars and educators.

- ***Student centered design***
- ***Multiple outdoor spaces and access for everyone who needs to use it***

4) Safe, Sustainable, and Effective Facilities

Our schools will be safe and effective facilities. They will be updated and maintained to meet the needs of students and staff in accordance with long-term financial planning.

Ensuring CESD schools are safe places for students to thrive and grow is of the highest priority in the design of our new and updated facilities. Because of this, the building design should incorporate state of the art school safety and security systems, ensuring the highest levels of safety and wellbeing, while maintaining a welcoming environment for those accessing our schools.

- ***Safe and Secure Schools***
- ***Sustainability and Efficiency***

5) Environmental Responsibility

The school department will prioritize environmental responsibility, including stewardship and sustainability.

It is important that this project promotes, incorporates and prioritizes the importance of being environmentally responsible. This belief exists both in the removal of the existing buildings and the construction of new buildings.

- ***Cape Elizabeth values the environment; any new construction must prioritize local and global awareness***
- ***Maximize the physical location of the school***

Attachment E

Designer Application Form

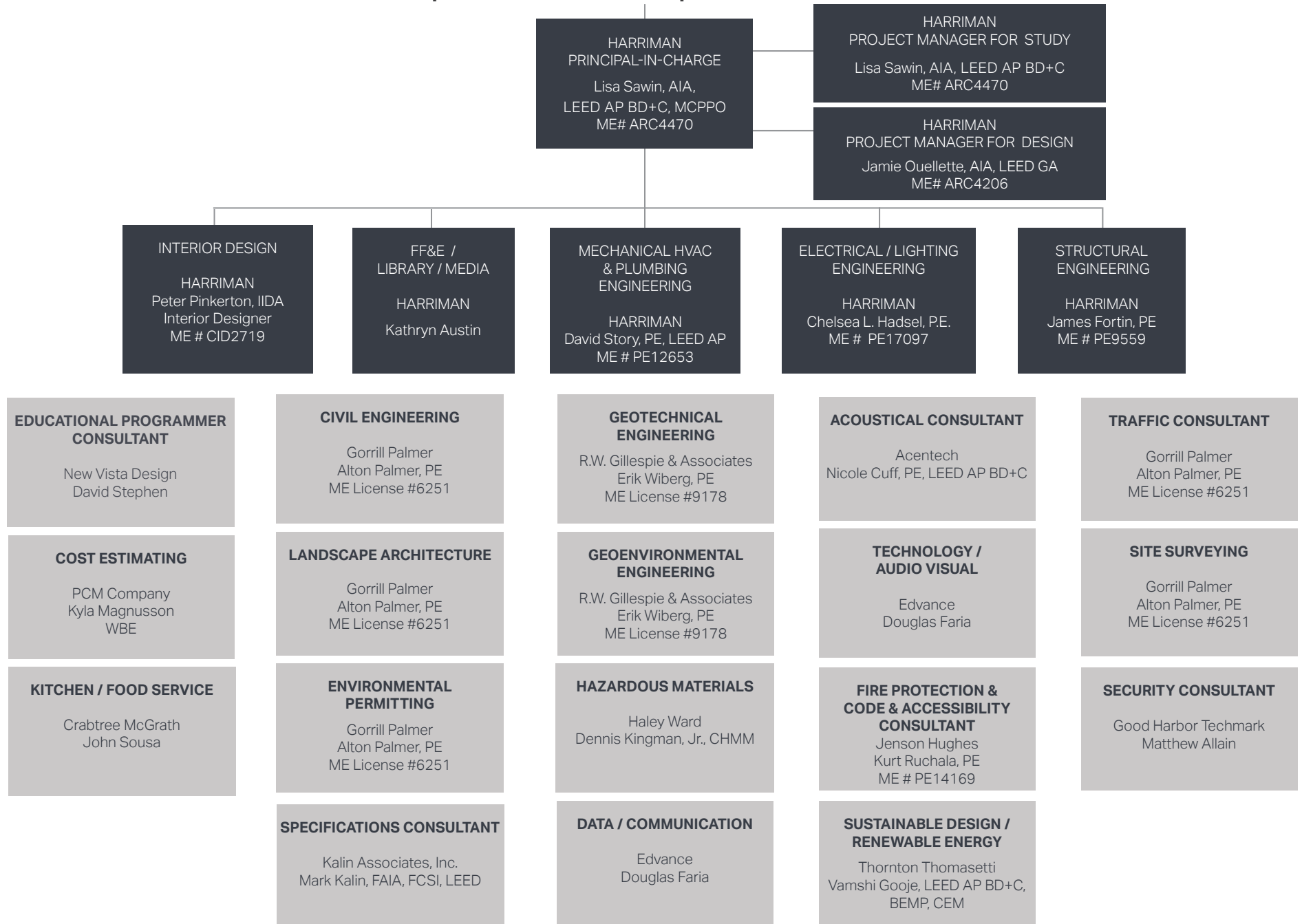



Lyseth Elementary School - Renovations / Addition, Outdoor Learning Courtyard, Portland, Maine


Attachment E Designer Application Form	1a. Project Name/Location For Which Firm Is Filing: Town of Cape Elizabeth Cape Elizabeth Public School Cape Elizabeth School System Program	1b. Project # 2. Firm's Total Dollar Volume of Work: 2020: \$ 14,808,336 2021: \$ 14,444,421 2022: \$ 13,971,008 2023 (projected): \$ 14,266,000																											
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: <div style="display: flex; justify-content: space-between;"> Harriman <div> 80 Exchange Street Portland, Maine 04101 </div> </div>	3e. Name Of Proposed Project Manager: For Study: (if applicable) Lisa Sawin, AIA, LEED AP BD+C, MCPPO For Design: (if applicable) ME Registration # ARC4470																												
3b. Date Present and Predecessor Firms Were Established: 1870	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Harriman</td> <td style="width: 33%;">Harriman</td> <td style="width: 33%;">Harriman</td> </tr> <tr> <td>80 Exchange Street</td> <td>33 Jewell Court</td> <td>19 Kingston Street</td> </tr> <tr> <td>Portland, ME 04101</td> <td>Portsmouth, NH 03801</td> <td>Boston, MA 02111</td> </tr> </table>		Harriman	Harriman	Harriman	80 Exchange Street	33 Jewell Court	19 Kingston Street	Portland, ME 04101	Portsmouth, NH 03801	Boston, MA 02111																		
Harriman	Harriman	Harriman																											
80 Exchange Street	33 Jewell Court	19 Kingston Street																											
Portland, ME 04101	Portsmouth, NH 03801	Boston, MA 02111																											
3c. Federal ID #: 01-0264348	3g. Name and Address Of Parent Company, If Any: N/A																												
3d. Name and Title Of Principal-In-Charge Of The Project (ME Registration Required): Lisa Sawin, AIA, LEED AP BD+C, MCPPO ME Registration # ARC4470 Email Address: lsawin@harriman.com Telephone No: 207-784-5100	3h. Check Below If Your Firm Is Either: (1) Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																												
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Maine Registrations): <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Admin. Personnel <u>12</u> (<u> </u>)</td> <td style="width: 33%;">Ecologists <u> </u> (<u> </u>)</td> <td style="width: 33%;">Licensed Site Profs. <u> </u> (<u> </u>)</td> </tr> <tr> <td>Architects <u>14</u> (<u>13</u>)</td> <td>Electrical Engrs. <u>3</u> (<u>2</u>)</td> <td>Mechanical Engrs. <u>4</u> (<u>4</u>)</td> </tr> <tr> <td>Acoustical Engrs. <u> </u> (<u> </u>)</td> <td>Environmental <u> </u> (<u> </u>)</td> <td>Planners: Urban./Reg. <u> </u> (<u> </u>)</td> </tr> <tr> <td>Civil Engrs. <u>2</u> (<u>2</u>)</td> <td>Fire Protection <u>1</u> (<u> </u>)</td> <td>Specification Writers <u> </u> (<u> </u>)</td> </tr> <tr> <td>Code Specialists <u> </u> (<u> </u>)</td> <td>Geotech. Engrs. <u> </u> (<u> </u>)</td> <td>Structural Engrs. <u>5</u> (<u>5</u>)</td> </tr> <tr> <td>Construction Inspectors <u>2</u> (<u> </u>)</td> <td>Industrial <u> </u> (<u> </u>)</td> <td>Surveyors <u> </u> (<u> </u>)</td> </tr> <tr> <td>Cost Estimators <u> </u> (<u> </u>)</td> <td>Interior Designers <u>1</u> (<u>1</u>)</td> <td><u> </u> (<u> </u>)</td> </tr> <tr> <td>Drafters <u>33</u> (<u> </u>)</td> <td>Landscape <u>1</u> (<u>1</u>)</td> <td><u> </u> (<u> </u>)</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">Total <u>78</u> (<u>28</u>)</td> </tr> </table>			Admin. Personnel <u>12</u> (<u> </u>)	Ecologists <u> </u> (<u> </u>)	Licensed Site Profs. <u> </u> (<u> </u>)	Architects <u>14</u> (<u>13</u>)	Electrical Engrs. <u>3</u> (<u>2</u>)	Mechanical Engrs. <u>4</u> (<u>4</u>)	Acoustical Engrs. <u> </u> (<u> </u>)	Environmental <u> </u> (<u> </u>)	Planners: Urban./Reg. <u> </u> (<u> </u>)	Civil Engrs. <u>2</u> (<u>2</u>)	Fire Protection <u>1</u> (<u> </u>)	Specification Writers <u> </u> (<u> </u>)	Code Specialists <u> </u> (<u> </u>)	Geotech. Engrs. <u> </u> (<u> </u>)	Structural Engrs. <u>5</u> (<u>5</u>)	Construction Inspectors <u>2</u> (<u> </u>)	Industrial <u> </u> (<u> </u>)	Surveyors <u> </u> (<u> </u>)	Cost Estimators <u> </u> (<u> </u>)	Interior Designers <u>1</u> (<u>1</u>)	<u> </u> (<u> </u>)	Drafters <u>33</u> (<u> </u>)	Landscape <u>1</u> (<u>1</u>)	<u> </u> (<u> </u>)			Total <u>78</u> (<u>28</u>)
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5. Has this Joint-Venture previously worked together? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																													

6. List **ONLY** Those Prime And Sub-Consultants Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Maine Registration Number, As Well As MBE/WBE Status, If Applicable:


The Town of Cape Elizabeth Maine - Cape Elizabeth Public Schools



7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Lisa D. Sawin, AIA, LEED AP BD+C, MCPPO, Principal		Lisa shall function as the Principal-in-Charge for this project, the Project Manager for the Study phase. She will manage the resources and commitment of Harriman for this project.
b.	Project Assignment: PRINCIPAL-IN-CHARGE, PROJECT MANAGER FOR STUDY		RELEVANT EXPERIENCE
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 80 Exchange Street Portland, ME 04101		AOS 91 School District - Bar Harbor, ME Edward Little High School – Auburn, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME Saccarappa Elementary School – Westbrook, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Scarborough School Department – Scarborough, ME Yarmouth Elementary School - Yarmouth, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH
d.	Years Experience: With This Firm: 7 With Other Firms: 13	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	
e.	Education: Degree(s) /Year/Specialization Norwich University / Masters / 2004 / Master of Architecture Norwich University / B.S. / 2003 / Architectural Studies		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2017 / Architecture / ME Registration # ARC4470		
g.	Current Work Assignments and Availability For This Project: Scarborough Public Schools RSU 10 AOS 91 Connors Emerson MSAD 17 Lisa will devote approximately 60% of her time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Lisa Sawin, a licensed architect, with nearly two decades of professional experience in architectural design and planning for a variety of K-12 and Higher Educational clients. Lisa's expertise includes planning, feasibility studies, facility assessments, additions, renovations and new design projects. Lisa is well-versed in Maine DOE guidelines and is MCPPO certified in Massachusetts. Lisa has a rich background in public school design, drawing upon her experience at Harriman, and previously on K-12 projects in California and Vermont. Lisa has significant Middle School and Elementary School project experience, and brings effective communication, organization and leadership skills to this project.		


7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Jamie Ouellette, AIA, LEED® Green Associate / Associate, Architect		RELEVANT EXPERIENCE
b.	Project Assignment: PROJECT MANAGER FOR DESIGN		Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME Saccarappa Elementary School – Westbrook, ME
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		Scarborough School Department – Scarborough, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH
d.	Years Experience: With This Firm: 22 With Other Firms: 0		
e.	Education: Degree(s) /Year/Specialization Central Maine Community College / Associates / 2001 / Applied Science Architectural and Civil Engineering		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2018 / Architecture / ME Registration #4206		
g.	Current Work Assignments and Availability For This Project: Nashua Middle School, Nashua, NH Connors Emerson Elementary and Middle School Jamie will devote approximately 60% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Jamie Ouellette is an experienced architect and project manager focused in Harriman's education studio with nearly two decades of design and project coordination and management to his credit. His background includes complex occupied additions and renovations as well as new, ground-up schools throughout Northern New England. His quick laugh and attention to detail make Jamie a beloved member of design teams and a champion of client service; he works closely with all stakeholder groups to facilitate a seamless process, often working with one school district on numerous projects over a period of many years.		



7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Stephen Fraser, AIA, LEED AP / Architect		RELEVANT EXPERIENCE Edward Little High School – Auburn, ME Kennebunk High School - Kennebunk, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME Saccarappa Elementary School – Westbrook, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH
b.	Project Assignment: PROJECT ARCHITECT		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 7 With Other Firms: 18		
e.	Education: Degree(s) /Year/Specialization Wentworth Institute of Technology / Bachelor of Architecture / 1994		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2000 / Architecture / ME Registration #2658		
g.	Current Work Assignments and Availability For This Project: Edward Little High School RSU 10 Reiche Elementary School Stephen will devote approximately 60% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Stephen J. Fraser has over 25 years of experience in a wide variety of project types including public and private K-12 schools. Stephen has experience in new construction, adaptive reuse, renovations and historic preservation. He works closely with clients through all phases of planning, design and construction. Stephen strives in the details of the project and creates exceptional end results for the client and occupants.		






RSU 10 PK-8 School – Rumford, Maine

7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Emilie Waugh, Educational Facility Planning Coordinator		Emilie shall function as the educational facility planning coordinator for this assignment. Ensuring project and community communications are clear, succinct, timely and graphically clear.
b.	Project Assignment: EDUCATIONAL FACILITY PLANNING COORDINATOR		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 80 Exchange Street Portland, ME 04101	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	RELEVANT EXPERIENCE AOS 91 Connors Emerson Elementary and Middle School - Bar Harbor, ME Edward Little High School – Auburn, ME MSAD 17 - Oxford, ME Portland Public Schools – Portland, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Scarborough School Department – Scarborough, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH Wellesley Middle School – Wellesley, MA
d.	Years Experience: With This Firm: 4 With Other Firms: 8		
e.	Education: Degree(s) /Year/Specialization Ohio Wesleyan University / B.A. / 2005 / English, Journalism and Psychology University of California, San Diego / Certificate / 2010 / Graphic and Web Design		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number N/A		
g.	Current Work Assignments and Availability For This Project: Scarborough Primary School, Scarborough, ME Portland Elementary School, Portland, ME MSAD 17, Oxford, ME Emilie will devote approximately 60% of her time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Emilie Waugh has nearly 12 years of professional experience in Pre-K–12 and higher education facilities planning, programming, community outreach, and construction administration. Emilie is a passionate advocate for school design that inspires young minds and supports creativity, community, and a love of learning. Emilie excels in community outreach, engagement, written and graphic communication. Emilie's attention to detail, eye for design, collaborative spirit, and experience working with a variety of communities allow her to facilitate a seamless planning and programming process between client, architectural team, and stakeholders.		




Lyseth Elementary School - Renovation / Addition, Connection to Nature, Portland, Maine

7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Peter Pinkerton, IIDA / Associate, Certified Interior Designer		<p>Peter has a wealth of design experience guiding project teams, programming space needs, developing code-compliant space plans and selection of appropriate, aesthetically pleasing and functional furnishings and finishes that enhance the clients' environments. His professional experience includes all aspects of interior design, including working closely with architects and engineers to develop programming and preliminary space plans, developing clients' budgets and estimates, providing oversight of contractors in the field, and developing punch lists of final installation.</p>
b.	Project Assignment: CERTIFIED INTERIOR DESIGNER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 80 Exchange Street Portland, Maine 04101	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	<p>RELEVANT EXPERIENCE</p> <p>Biddeford High School, Addition and Renovations - Biddeford, ME Fryeburg Academy, Dorm Masters House Addition - Fryeburg, ME Kennebunk High School Conceptual Design - Kennebunk, ME South Portland High School, Addition and Renovations - So. Portland, ME Maine Academy of Natural Science at Good Will-Hinckley, Addition and Renovation - Hinckley, ME York High School Programming and Accessibility Upgrades - York, ME</p>
d.	Years Experience: With This Firm: 13 With Other Firms: 12		
e.	Education: Degree(s) /Year/Specialization Bachelor of Science Florida State University / 1998 / Interior Design Associates Degree University of Maine Augusta / 1996 / Architectural Studies		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2001 / Interior Design / ME Registration # CID2719		
g.	Current Work Assignments and Availability For This Project: Bigelow Laboratories Fish River Rural Health Madawaska Hometown Health Center Peter will devote approximately 45% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Peter Pinkerton has over 25 years of interior design experience and has worked on numerous projects for all client types. He has earned the National Council for Interior Design Qualification (NCIDQ) Certificate, and is a state-certified interior designer in Maine, New York and Connecticut. As an experienced interior designer and project manager, Peter's design philosophy is that all projects should be a fusion of the owner's ideas and experiences, the project location and the designer's articulation of the conceptual vision.		 <p>Kennebunk High School - Renovation / Addition, Lecture Hall, Kennebunk, Maine</p>



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a.	Name and Title Within Firm: Kathryn Austin, Senior Architectural Designer		RELEVANT EXPERIENCE Edward Little High School – Auburn, ME Kennebunk High School - Kennebunk, ME Lewiston Public Schools - Lewiston, ME Portland Public Schools - Portland, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Sanford School Department – Sanford, ME Scarborough School Department – Scarborough, ME South Portland High School - So. Portland, ME New Middle School - Nashua, NH Pennichuck Middle School, - Nashua, NH
b.	Project Assignment: FURNITURE, FIXTURES AND EQUIPMENT AND LIBRARY/MEDIA DESIGNER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	
d.	Years Experience: With This Firm: 17 With Other Firms: 0		
e.	Education: Degree(s) /Year/Specialization Bachelor of Architecture University of Maine at Augusta / 2006 / Architecture University of Southern Maine / 1993 / Fine Arts Becker College / 1989 / Interior Design Studies		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number N/A		
g.	Current Work Assignments and Availability For This Project: Edward Little High School McCarthy Middle School Portland Public Schools - Longfellow, Presumpscot and Reiche Schools Kathryn will devote approximately 55% of her time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Kathryn studied at the University of Maine earning a Bachelor of Arts degree in Architecture. With past experiences in retail management Kathryn has a strong understanding of deadlines, team work and the value of good communication. While working at Harriman for the past 14 years, Kathryn's focus has been the architectural design of interior spaces, library and learning commons, and furniture package design and procurement.		





Lyseth Elementary School - Renovation / Addition, Learning Commons, Portland, Maine



7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: James Hebert, PE / Electrical Engineer		<p>RELEVANT EXPERIENCE</p> <p>AOS 91 - Bar Harbor, ME MSAD 6 - Buxton, ME Oxford Hills Technology School Building - Oxford, ME Portland Public Schools – Portland, ME Yarmouth High School - Yarmouth, ME Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH</p>
b.	Project Assignment: ELECTRICAL ENGINEER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 80 Exchange Street Portland, Maine 04101		
d.	Years Experience: With This Firm: 1 With Other Firms: 9	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	
e.	Education: Degree(s) /Year/Specialization University of Maine, Bachelor of Science / 2011 / Electrical Engineer		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2016 / Electrical Engineer / ME Registration # PE14371		
g.	Current Work Assignments and Availability For This Project: Fish River Rural Health, Main Street Health Center Conceptual Design Dorothea Dix Facilities Assessment Norway Readiness Center James will devote approximately 50% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Technical expertise, team collaboration and a sustainable approach are constants across James Hebert's expansive portfolio of innovative and creative electrical design solutions. A natural collaborator and communicator, James is adept at engaging with project teams and clients to articulate clear project goals and to respond with refined, robust and practical electrical designs. With over twelve years of experience, his portfolio encompasses a broad range of projects across diverse typologies and industries, including healthcare, government, historic preservation, and commercial development.		




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a.	Name and Title Within Firm: Chelsea Hadsel, PE / Associate, Electrical Engineer		<p>RELEVANT EXPERIENCE</p> <p>AOS 91 - Bar Harbor, ME Edward Little High School – Auburn, ME Cape Elizabeth, Town Facilities Report Updates - Cape Elizabeth, ME Cheverus High School - Portland, ME Oxford Hills Technology School Building - Oxford, ME Portland Public Schools – Portland, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME RSU 14 - Windham, ME RSU 3 - Unity, ME New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH SAU 16 - Exeter, NH</p>
b.	Project Assignment: ELECTRICAL ENGINEER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 2 With Other Firms: 12		
e.	Education: Degree(s) /Year/Specialization Florida Institute of Technology, Bachelor of Science / 2007 / Electrical Engineering and Computer Engineering		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2014 / Electrical Engineer / ME Registration # PE17097		
g.	Current Work Assignments and Availability For This Project: Vertical Harvest Westbrook Garage Bigelow Labs Wing D Chelsea will devote approximately 55% of her time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Chelsea Hadsel is an Electrical Engineer with 14 years of experience in Educational Building Design and Industrial Equipment Connection. She has experience in Construction Administration Support, Deficiency Analysis, and Project Management. She is skilled at coordination with clients and reviewing authorities.		


Edward Little High School - Renovation / Addition, Dining Commons, Portland, Maine

7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Jeremie Briggs / Electrical Designer		<p>RELEVANT EXPERIENCE</p> <p>Edward Little High School – Auburn, ME MSAD 17 - Oxford, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Scarborough School Department – Scarborough, ME Westbrook School Department - Westbrook, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH</p>
b.	Project Assignment: ELECTRICAL DESIGNER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 21 With Other Firms: 0		
e.	Education: Degree(s) /Year/Specialization N/A		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number N/A		
g.	Current Work Assignments and Availability For This Project: RSU 10 Edward Little High School Nashua McCarthy Middle School Jeremie will devote approximately 55% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Jeremie M. Briggs has over 20 years of experience as an electrical designer and drafter. He has worked on various school projects ranging from renovations and additions to new buildings for Elementary Schools, Middle Schools, High Schools, and Performing Arts Centers. Jeremie has been an integral part of the PreK-12 Studio with his electrical and lighting expertise.		 <p>Robert V. Connors Elementary School - Gymnasium Lewiston, Maine</p>


7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: James Fortin, PE / Principal, Structural Engineer		Jim's role includes responsibility for contract development, client relations, construction administration and schedule milestones, along with direct participation in the structural engineering and design of each project. He has a broad knowledge of the Structural Inspections program requirements specified in the International Building Code. Jim is proficient in numerous design and analysis software programs that include RAM Structural Steel System, RISA-3D and AutoCAD.
b.	Project Assignment: PRINCIPAL-IN-CHARGE: STRUCTURAL ENGINEER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 17 With Other Firms: 10	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	RELEVANT EXPERIENCE Edward Little High School – Auburn, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME RSU 21 - Kennebunk, ME Westbrook School Department - Westbrook, ME New Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH
e.	Education: Degree(s) /Year/Specialization Worcester Polytechnic Institute / Bachelor of Science / 1991 / Civil Engineering		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2000 / Structural Engineer / ME Registration # PE9559		
g.	Current Work Assignments and Availability For This Project: RSU 10 AOS 91 Connors Emerson School Dartmouth College James will devote approximately 40% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Jim has twenty-five years of experience in structural engineering and has designed numerous projects throughout New England. He has extensive knowledge of building systems utilizing steel, wood, masonry, concrete, and pre-cast concrete elements. He has served as a Structural Engineer for new construction and major renovation school projects throughout New England.		

7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: Amanda Jandreau, PE / Associate, Structural Engineer		Amanda has a broad knowledge of the analysis and restoration of existing roof structures and is skilled in numerous design and analysis software programs that include Ram Structural Systems, Risa -3D, AutoCAD and Revit. Amanda has an extensive knowledge of the Structural Inspections program requirements specified in the International Building Code.
b.	Project Assignment: STRUCTURAL ENGINEER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	RELEVANT EXPERIENCE Cape Elizabeth High School - Cape Elizabeth, ME Edward Little High School – Auburn, ME Lewiston Public Schools - Lewiston, ME Portland Public Schools – Portland, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME RSU 21 - Kennebunk, ME Yarmouth School Department - Yarmouth, ME New Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH
d.	Years Experience: With This Firm: 8 With Other Firms: 7		
e.	Education: Degree(s) /Year/Specialization University of Maine / Bachelor of Science / 2008 / Civil Engineering		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2013 / Structural Engineer / ME Registration # PE13451		
g.	Current Work Assignments and Availability For This Project: Norway Armory Vertical Harvest Westbrook Mi'kmaq Fish Hatchery Expansion Amanda will devote approximately 60% of her time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Amanda M. Jandreau has ten years of experience in structural engineering and has designed numerous projects throughout New England and Georgia. She has extensive knowledge of building systems utilizing steel, wood, masonry, concrete and pre-cast/pre-stressed concrete elements. She has served as project engineer for new construction and renovation projects in several different markets including commercial, retail, medical, educational, industrial, parking and residential.		




7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.		
a.	Name and Title Within Firm: David Story, PE, LEED AP / Principal, Mechanical Engineer		<p>With a focus on sustainability and energy efficiency, Dave has designed a variety of systems with approaches tailored to each individual project and Owner requirements, utilizing a variety of fuel sources, including converting steam to hot-water systems. His experience also includes design of energy-efficient chilled and hot water hydronics systems including heat-recovery ventilation systems.</p>
b.	Project Assignment: PRINCIPAL-IN-CHARGE: MECHANICAL & PLUMBING ENGINEER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 17 With Other Firms: 0		RELEVANT EXPERIENCE Town of Cape Elizabeth, Middle School Locker Room Renovation - Cape Elizabeth, ME AOS 91 - Bar Harbor, ME Biddeford School Department - Biddeford, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Durham Community School - Durham, ME Edward Little High School – Auburn, ME Garrison Elementary School - Garrison, NH Sanborn School District, District-Wide Building Energy Audit - Sanborn, NH
e.	Education: Degree(s) /Year/Specialization University of New Hampshire / Bachelor of Science / 2006 / Mechanical Engineering University of New Hampshire / Associate of Applied Science / 2002 / Civil Engineering		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2011 / Mechanical Engineer / ME Registration # PE12653		
g.	Current Work Assignments and Availability For This Project: State of NH, Supreme Court HVAC Replacement Bigelow Laboratory, Education and Innovation Wing Procter and Gamble, Chiller Plant Replacement David will devote approximately 50% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): A graduate of the University of New Hampshire, Dave Story has called Harriman home for the entirety of his career, designing heating, ventilating, and air conditioning systems for education, retail, and healthcare projects in both the public and private sectors. As a principal leading the mechanical and plumbing engineering studio, his communication skills amongst clients, engineers, architects and contractors have been invaluable to the success of projects.		



7	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.			
a.	Name and Title Within Firm: Jeffrey Cormier, PE / Mechanical Engineer		Jeff has participated in numbers of building system subcommittees for PK-12 clients providing valuable insight and data for systems selection.	
b.	Project Assignment: MECHANICAL ENGINEER			
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 80 Exchange Street Portland, Maine 04101	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	RELEVANT EXPERIENCE AOS 91 - Bar Harbor, ME Edward Little High School – Auburn, ME MSAD 17 - Oxford, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Scarborough School Department – Scarborough, ME Fairgrounds Middle School – Nashua, NH New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH	
d.	Years Experience: With This Firm: 28 With Other Firms: 0			
e.	Education: Degree(s) /Year/Specialization University of Maine / Bachelor of Science / 1995 / Mechanical Engineering			
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number 2000 / Mechanical Engineer / ME Registration # PE9558			
g.	Current Work Assignments and Availability For This Project: Edward Little High School AOS 91 Connors Emerson School RSU 10 Jeffrey will devote approximately 70% of his time to this project.			
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Jeffrey S. Cormier has 28 years of experience in the design of mechanical systems for educational, retail, healthcare, research, and commercial clients. His work has included the commissioning of mechanical systems for a variety of clients to verify the proper operation of the system in accordance with the original intent of the design. His experience also includes designing sustainable technologies such as fuel cell and solar thermal. Jeff's involvement often includes the design of geothermal heating and air conditioning systems. In addition, he has extensive experience with utility master planning with both steam and hydronic systems.			




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a.	Name and Title Within Firm: Richard Marchessault / Plumbind Designer		<p>RELEVANT EXPERIENCE</p> <p>Edward Little High School – Auburn, ME Portland Public Schools – Portland, ME Sanford School Department – Sanford, ME RSU 10 – Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, Sumner, ME Scarborough School Department – Scarborough, ME Fairgrounds Middle School – Nashua, NH MSAD 17 - Oxford, ME New Middle School – Nashua, NH Pennichuck Middle School – Nashua, NH Pelham Memorial Middle School – Pelham, NH</p>
b.	Project Assignment: PLUMBING DESIGNER		
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Harriman 46 Harriman Drive Auburn, Maine 04210		
d.	Years Experience: With This Firm: 42 With Other Firms: 0		
e.	Education: Degree(s) /Year/Specialization N/A		
f.	Active Registration: Year First Registered/Discipline/Maine Registration Number N/A		
g.	Current Work Assignments and Availability For This Project: AOS 91 Connors Emerson School Bigelow Laboratory Expansion Jackson Laboratory Expansion Richard will devote approximately 60% of his time to this project.		
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Richard O. Marchessault has over 40 years of experience as a and plumbing designer on diverse projects for numerous clients. His work has encompassed many specialized systems for plumbing and drainage.		



<p>7. Brief Resume Of ONLY Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
<p>a. Name And Title Within Firm: David Stephen, President, New Vista Design</p>	<p>h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p> <p>With 40 years of combined experience as a licensed architect/school designer, and K-12 school teacher and assistant principal, I speak the language of both education and design. I have worked as an educational planner, architectural designer, and curriculum developer on a variety of award winning, inquiry-based, and forward-thinking school programs and facilities across the U.S. The design of STEM-focused, project-based, and CTE schools are areas of particular interest and expertise.</p>
<p>b. Project Assignment: Educational Programmer</p>	<p>1. New Vista has served as Educational Planner for a range of district facility Master Planning efforts that include: Manchester Public Schools, NH (2023); Bennington Rutland Supervisory Union, VT (2023); Boothbay Region Schools, ME (2021); Woodstock Union School District, VT (2018); and Boston Public Schools, MA (2016); and Lowell Master Plan (2014).</p> <p>2. New Vista has completed over 80 MSBA (Massachusetts School Building Authority) projects, including: Dearborn 6-12 STEM Academy (2012), Essex Technical School (2012), Holbrook K-12 (2013), West Bridgewater Middle High School (2013), Hunking K-8 (2014), Beverly Middle School (2014), Jacobs Elementary (2014), Center/Sylvester Elementary (2015), Bourne Intermediate School (2015), Mt. Greylock Middle High School (2015), Wildwood Elementary (2015), Somerville High School (2015), Waltham High School (2015), Winthrop Elementary (2016), Maple Elementary (2016), Westport Middle School (2016), Lowell High School (2016), Hildreth Elementary (2017), Kennedy Middle School (2017), Oliver Education Complex (2018), Fuller Middle School (2018), Driscoll Elementary (2018), Leicester Middle (2018), Upham/Hardy Elementary (2019), West Elementary (2019), Roche Elementary (2019), Mindess Elementary (2019), Watertown High School (2019).</p> <p>3. Harvard Learning Environments for Tomorrow (LEFT) Institute (June 2012 – Present) Co-Chair and lead facilitator of Harvard Graduate School of Education LEFT Institute, an international consortium of educators and architects focused on innovative program and facility design.</p> <p>4. Harvard Project Zero / Agency by Design (March 2013 – June 2014) Architectural programming for, and curriculum development assistance to California schools interested in developing Fabrication Labs and Maker Spaces within their facilities.</p> <p>5. Linden STEAM Academy, (September 2012 – 2018), Malden, MA. Ongoing teacher training in STEM-focused curriculum development for a staff of 140 teachers and administrators grades K-8.</p> <p>6. Harlem Village Academies (2004-2011), Harlem, NY. Educational Planner for middle and high school projects within the highly successful urban charter school network.</p> <p>7. High Tech Middle (2002) and High Tech Middle Media Arts (2005), San Diego, CA. Educational Planner and Project Manager for one of the most recognized STEM programs in country. (Worked as employee of High Tech High)</p>
<p>c. Name And Address Of Office In Which Individual Identified In 7a Resides: New Vista Design 32 Sheridan Street, #2 Jamaica Plain, MA</p> <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	
<p>d. Years Experience: With This Firm: <u>12</u> With Other Firms: <u>8</u></p>	
<p>e. Education: Degree(s) /Year/Specialization B Arch, Rhode Island School of Design, 1982 Master of Education, Lesley College, Cambridge, MA, 1998</p>	
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1996, Commonwealth of MA Architectural License No. 9752</p>	
<p>g. Current Work Assignments And Availability For This Project: Current work assignments include:</p> <ol style="list-style-type: none"> 1. Tremont Consolidated School, Tremont, ME (80% complete) 2. Manchester Facility Master Plan, Manchester, NH (80% complete) <p>Available 85% time available for this project</p>	

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a. Name and Title Within Firm: Alton M. Palmer, President	a. Name and Title Within Firm: Douglas Reynolds, Senior Project Manager
b. Project Assignment: Civil Engineering, Landscape, Environmental Permitting, Traffic Consultant, Site Permitting: Principal in Charge Lead Role in Feasibility Study & Master Plan Preparation, QA/QC, and assist with public presentations	b. Project Assignment: Project Manager, Primary Point of Contact for Plan and Document Preparation, lead permitting efforts, managing subconsultants
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Gorrill Palmer MBE <input type="checkbox"/> 300 Southborough Drive, Suite 200 WBE <input type="checkbox"/> South Portland, ME 04106	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Gorrill Palmer MBE <input type="checkbox"/> 300 Southborough Drive, Suite 200 WBE <input type="checkbox"/> South Portland, ME 04106
d. Years Experience: With This Firm: <u>25</u> With Other Firms: <u>13</u>	d. Years Experience: With This Firm: <u>25</u> With Other Firms: <u>4</u>
e. Education: Degree(s) /Year/Specialization Bachelor of Science, Civil Engineering, Univ. of Connecticut, 1984	e. Education: Degree(s) /Year/Specialization Bachelor of Science, Civil Engineering, Univ. of Maine, 1994
f. Active Registration: Year First Registered/Discipline/Maine Registration Number 1989, Civil Engineer, ME PE # 6251 2013, Civil Engineer, VA PE # 51643	f. Active Registration: Year First Registered/Discipline/Maine Registration Number 2001, Civil Engineer, ME PE # 9868 - 2007, Civil Engineer, NH PE # 12145 -- 2014, Civil Engineer, VA PE #53354
g. Current Work Assignments and Availability For This Project: PIC for MSAD #49 Elementary School, Scarborough Primary School, Approx. 300 Unit Multi-family Housing (MFH) Development - Undisclosed Location, Rivermeadows Project in Westbrook ME, Various Hannaford Projects, 321 Lincoln Street (330 units of MFH) in Saco, 150 units of MFH in Windham Availability - Approx. 15% of time available for new assignments	g. Current Work Assignments and Availability For This Project: Project Manager for MSAD #49 Elementary School, Scarborough Primary School, Approx.300 Unit Multi-family Housing (MFH) Development -Undisclosed Location, Rivermeadows Project in Westbrook ME, Sumner High School in Sullivan, Manufacturing/Industrial Project(s) in Waterville, Acadia Visitors Center in Trenton, Main Street Project in Cumberland. Availability - Approx. 25% of time available for new assignments
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): PIC for Orono Elementary School, Brown, Small, Dyer, & Kaler Elementary Schools in South Portland including both renovation/addition projects as well as demolition/new construction, Mt. Blue Middle School in Farmington, Whittier Middle School Expansion in Poland, Mt. Ararat High School in Topsham. PM while at DeLuca-Hoffman for Mast Landing Elementary School in Freeport, Poland High School, Oxford Hills High School PIC for Commercial Developments such as Biddeford Crossing (600,000 sf of Retail), Augusta Crossing (450,000 sf of Retail), Maine Mall Redevelopment, Tysons Galleria Refresh - Fairfax VA, Lynnhaven Mall Refresh - Virginia Beach, VA Resident of Cape Elizabeth since 2019, serving third year of 3 year appointment to Cape Elizabeth Planning Board. Grandfather of two future Pond Cove Elementary School students.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Project Manager for Orono Elementary School, Brown, Small, Dyer, & Kaler Elementary Schools in South Portland including both renovation/addition projects as well as demolition/new construction, Mt. Blue Middle School in Farmington, Whittier Middle School Expansion in Poland, Mt. Ararat High School in Topsham. Design Engineer while at DeLuca-Hoffman for Poland High School Project Manager for Commercial Developments such as Biddeford Crossing (600,000 sf of Retail), Augusta Crossing (450,000 sf of Retail), Maine Mall Redevelopment, Tysons Galleria Refresh - Fairfax VA, Lynnhaven Mall Refresh - Virginia Beach, VA Project Manager for numerous projects for Gray Water District for in excess of 4 miles of main extensions/renewals including two Maine Turnpike Crossings. Project Manager for numerous Town of Cumberland Projects including Blackstrap Road, Blanchard Road, Route 88 and Route 100. Project Manager for IDEXX facility in Scarborough.


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a. Name and Title Within Firm: Stephen Bushey, Senior Associate	a. Name and Title Within Firm: Robert Malley, Sr. Technical Advisor
b. Project Assignment: QA/QC Reviewer for all technical (design and permitting) submissions, assist with Master Plan evaluation, public meeting representation.	b. Project Assignment: Consulting on issues such as infrastructure upgrades that may be necessary as well as stormwater impacts and public presentations
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Gorrill Palmer 300 Southborough Drive, Suite 200 South Portland, ME 04106 MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Gorrill Palmer 300 Southborough Drive, Suite 200 South Portland, ME 04106 MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: <u>4</u> With Other Firms: <u>33</u>	d. Years Experience: With This Firm: <u>1</u> With Other Firms: <u>40</u>
e. Education: Degree(s) /Year/Specialization Bachelor of Science, Civil Engineering, Univ. of Maine, 1986	e. Education: Degree(s) /Year/Specialization Bachelor of Science, School of Business, Univ. of Southern Maine
f. Active Registration: Year First Registered/Discipline/Maine Registration Number 1992, Civil Engineer, ME PE # 7429	f. Active Registration: Year First Registered/Discipline/Maine Registration Number
g. Current Work Assignments and Availability For This Project: Sr. Associate for Renewal of the Falmouth Plaza including addition of both commercial and residential uses, multiple affordable housing projects for Developer's Collaborative, Mercy Hospital, Multiple Phases of the Canal Landing project on Commercial Street, several projects for Westbrook Housing and JB Brown. Approx. 15% of time available for new assignments	g. Current Work Assignments and Availability For This Project: Technical Advisor for several projects at Fort Williams in Cape Elizabeth including Ppwers Road, Constructability Reviewer for numerous Land Development and Municipal Projects, Construction Observations for Maine International Cold Storage Facility. Availability - Approx. 25% of time available for new assignments
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): PM while at DeLucas Hoffman, FST & Stantec for Caribou K-8 School including coordination with Bureau of Parks & Land for 6(f) Relocation, Old Town Elementary School, Freeport Middle School, Skowhegan Middle School, Freeport High School Performing Arts Center & Science Wing Addition, Maine Criminal Justice Academy in Vassalboro, Greely High School Performing Arts Center Sr. Associate for WEX Headquarters in Portland, Shipyard Brewing Redevelopment in Portland, Eastern Village Residential Development in Scarborough, Veteran's Administration Clinic on Commercial Street in Portland, Sebasco Resort Master Plan and Permitting, Maine International Cold Storage Facility on Commercial Street in Portland, Homeless Service Center on Riverside Parkway in Portland, Children's Museum at Thompson's Point in Portland, Maine Veteran's Home Construction Administration in Augusta.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): While employed as the Public Works Director for the Town of Cape Elizabeth, Robert assisted with the inspection of a new school entrance road off Scott Dyer Road, new student drop-off areas at the school entrance along with the adjacent parking lots. In addition, sanitary sewer and drainage improvements were completed. Robert was a part of the team that planned, designed, and oversaw the construction of the phased improvements to sidewalks in the Town Center and those adjacent to the Middle/Elementary school campus on Scott Dyer Road. Phase 1 was completed in 2000, which replaced deficient sidewalks on Ocean House Road, and on Scott Dyer Road down to Farm Hill Road. Robert worked with the Kid's Turf citizen group and other stakeholders to build the Hannaford Turf Field in 2008. There was a community-wide fund-raising effort to build the field. The field accommodated five different sports to play on a synthetic surface for the first time. One of Robert's last projects as Director was to oversee the replacement of the existing synthetic turf mat in August of 2020 along with drainage improvements adjacent to the field.

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a. Name and Title Within Firm: Douglas Faria - Principal	a. Name and Title Within Firm:
b. Project Assignment: Data-Comm, Technology/Audio-Visual Consulting – Principal-in-Charge	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides:  <div style="display: inline-block; vertical-align: top;"> Edvance Technology Design, Inc. 300 Brickstone Square, Suite 201 Andover, Massachusetts 01880 </div> <div style="display: inline-block; vertical-align: top; margin-left: 20px;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="display: inline-block; vertical-align: top;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: <u>26</u> With Other Firms: <u>7</u>	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization Electrical Technology – 1990, University of Massachusetts, Mt. Ida College	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Maine Registration Number CTS, Cert # 404921 (exp. 4/30/25)	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project: Mountain Valley Community School – Mexico, ME Brockton Public Safety HQ – Brockton, MA Diman Regional Vocational High School – Fal River, MA Washington Irving School – Boston, MA Stoneham High School – Stoneham, MA Walpole Middle School – Walpole, MA Available for new design work as of enclosed date	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): <ul style="list-style-type: none"> • Principal and co-founder of Edvance Technology Design, Inc., which specializes in the design and integration of technology within public school construction projects. • Over 25 years of direct experience integrating technology into school designs • Avixa Certified Technology Specialist (CTS) • Local design experience • 	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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a. Name and Title Within Firm: Erik J. Wiberg, P.E., President/CEO, Principal Geotechnical Engineer	a. Name and Title Within Firm: Marc R. Genier, P.E., Vice-President, Senior Geotechnical Engineer
b. Project Assignment: Principal-in-Charge: Geotechnical Engineering and Geoenvironmental Engineering	b. Project Assignment: Geotechnical Engineering
c. Name and Address Of Office In Which Individual Identified In 7a Resides: R.W. Gillespie & Associates, Inc. MBE <input type="checkbox"/> 20 Pomerleau Street, Suite 100 WBE <input type="checkbox"/> Biddeford, Maine 04005	c. Name and Address Of Office In Which Individual Identified In 7a Resides: R.W. Gillespie & Associates, Inc. MBE <input type="checkbox"/> 177 Shattuck Way, Suite 1 Way WBE <input type="checkbox"/> Newington, New Hampshire 03801
d. Years Experience: With This Firm: <u>19</u> With Other Firms: <u>13</u>	d. Years Experience: With This Firm: <u>22</u> With Other Firms: <u>5</u>
e. Education: Degree(s) /Year/Specialization Bachelor of Science / 1989 / Civil Engineering / The Ohio State University Masters of Science/ 1991/Geotechnical Engineering Studies/The Ohio State University	e. Education: Degree(s) /Year/Specialization Bachelor of Science / 2000/ Civil Engineering / University of New Hampshire
f. Active Registration: Year First Registered/Discipline/Maine Registration Number 1996 / Engineering / Maine 9178	f. Active Registration: Year First Registered/Discipline/Maine Registration Number 2001 / Engineering / Maine 9881
g. Current Work Assignments and Availability For This Project: <ul style="list-style-type: none"> Mountain Division Rail Trail Subsurface Disposal Slope Stability Evaluation Available 30% for Cape Elizabeth School System Program	g. Current Work Assignments and Availability For This Project: <ul style="list-style-type: none"> Millinocket Airport Reconstruction Veterans Administration Facility, West Haven, CT Available 30% for Cape Elizabeth School System Program
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm) : Geotechnical engineering experience ranging from preliminary to final geotechnical engineering evaluations include: <ul style="list-style-type: none"> Proposed Elementary and Intermediate Schools, Scarborough, Maine Proposed PCES/CEMS, Cape Elizabeth, Maine Edward Little High School, Auburn, Maine Reiche Elementary School Additions, Portland, Maine Longfellow Elementary School Additions, Portland, Maine Presumpscot Elementary School Additions, Portland, Maine RSU 19 High School/Middle School, Newport, Maine New Kennebunk High School, KenneBunk, Maine Mildred L. Day School Additions, Arundel, Maine Kennebunkport Consolidated School Addition, Kennebunkport, Maine High/Middle School and Asa Adams Elementary School Additions, Orono, Maine 	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Geotechnical engineering experience ranging from preliminary to final geotechnical engineering evaluations include: <ul style="list-style-type: none"> St. Patrick's Academy and Gymnasium, Portsmouth, New Hampshire Addition to Main Street School, Exeter, New Hampshire Addition to Broad Street Elementary School, Nashua, New Hampshire Addition to Coe Brown North Wood Academy, Northwood, New Hampshire Eagle Brook Dormitory, Deerfield, Massachusetts Hamel Recreation Center, Durham, New Hampshire Sunset heights Elementary School Renovations, Nashua, New Hampshire Maple Wood Elementary School Addition, Somersworth, New Hampshire Somersworth Middle School Elevator Addition, Somersworth, New Hampshire Field House and Alumni Gym Improvements, St. Johnsbury, Vermont

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a. Name and Title Within Firm: Dennis Kingman, Jr., CHMM Vice President, Senior Project Manager	a. Name and Title Within Firm: Michael Sauda, MPH, CSP Senior Environmental Scientist
b. Project Assignment: 15. Principal-in-Charge: Hazardous Materials	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Haley Ward, Inc. One Merchants Plaza, 7th Floor Bangor, Maine 04401 MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Haley Ward, Inc. One Merchants Plaza, 7th Floor Bangor, Maine 04401 MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: 10 With Other Firms: 30	d. Years Experience: With This Firm: 4 With Other Firms: 33
e. Education: Degree(s) /Year/Specialization B.S. (1983) Wildlife Biology, University of Maine	e. Education: Degree(s) /Year/Specialization B.S. (1986) Industrial Hygiene & Environmental Toxicology, Clarkson University Master of Public Health (2008) University of New England
f. Active Registration: Year First Registered/Discipline/Maine Registration Number Asbestos Design/Consultant/Inspector/Management Planner, MDEP Certified Hazardous Materials Manager (CHMM) #12061	f. Active Registration: Year First Registered/Discipline/Maine Registration Number Board of Certified Safety Professionals #10226
g. Current Work Assignments and Availability For This Project: Our team has the availability to commence work within 2 - 3 weeks of receiving authorization.	g. Current Work Assignments and Availability For This Project: Our team has the availability to commence work within 2 - 3 weeks of receiving authorization.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Margaret Chase Smith Federal Building Hazardous Materials Management Bangor, Maine Dennis completed Asbestos, Lead Based Paint (LBP), and Polychlorinated Biphenyl (PCB) assessments of the MC Smith Federal Building to support current building renovations and upgrades. Dennis developed site specific remediation specifications, PCB remediation work plans for bidding, provided remediation oversight, and quality control testing, and inspection services. Powers Hall PCB Assessment and Remediation, UMaine at Machias Machias, Maine Dennis managed a PCB assessment for the exterior of Powers Hall affected by planned building envelope repair project. Based upon the findings of the assessment, Dennis developed PCB remediation work plans for contaminated caulk and soils remediation which was reviewed and approved by the USEPA. Dennis oversaw on site remediation oversight and post-remediation clearance inspections and verification testing. Upon completion of remediation work, Dennis developed an Environmental Covenant and long-term monitoring and maintenance inspection plan (MMIP), which was submitted by USEPA for review and approval.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Hazardous Materials Assessments Michael worked with Maine Department of Environmental Protection (MDEP) licensed asbestors and lead inspectors industrial hygienists, safety managers, and hazardous waste managers to identify, quantify, and provide cost estimates for proper remediation of regulated and unregulated hazardous materials associated with building construction, building operations, and past spills or releases. Microbiological Air Monitoring Provided microbiological air sampling and analytical services for a pharmaceutical product manufacturers and pharmaceutical compounding laboratories to provide third-party evaluation of quality control and quality assurance programs. Hazardous Waste Management Programming Developed, audited, and oversaw hazardous waste management programming for large and small quantity hazardous waste generators in governmental, research, warehousing, resource recovery, and industrial facilities.

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Kyla Magnusson, Principal Lead Estimator</p>	<p>a. Name and Title Within Firm:</p>
<p>b. Project Assignment: Cost Estimating</p>	<p>b. Project Assignment:</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p> <p>Preferred Construction Mgt. Co., Inc. 94 Auburn Street, Suite 207 Portland, ME 04103</p> <p>MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/></p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>10</u> With Other Firms: <u>8</u></p>	<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>
<p>e. Education: Degree(s) /Year/Specialization Clarkson University, Bachelor of Science History, 2002-2006</p>	<p>e. Education: Degree(s) /Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline/Maine Registration Number N/A</p>	<p>f. Active Registration: Year First Registered/Discipline/Maine Registration Number</p>
<p>g. Current Work Assignments and Availability For This Project: Kyla Magnusson is currently working on 8-10 ongoing projects in various phases of design that will present for updated cost estimates over the next several months. However, she will have the availability to provide cost estimating services for projects required in this work assignment.</p>	<p>g. Current Work Assignments and Availability For This Project:</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Yarmouth School District, Yarmouth, ME Gorham High School Renovation and Addition, Gorham, ME Portland Public Schools, Portland, ME RSU 3 Facility Condition Assessment, Unity, ME RSU 4: Oak Hill Middle School, Sabattus, ME MSAD 49 Fairfield School, Benton, ME MSAD 17, Various Location, ME Renovation & Addition at Bow Elementary School, Bow, NH Dining Hall for Eaglebrook School, Deerfield, MA Nashua School District, High School CTE Space Renovation, Nashua, NH East Longmeadow High School, East Longmeadow, MA Waynflete School: Campus Framework Plan, Portland, ME Scarborough K-3 Public Schools, Scarborough, ME MSAD 75: District-wide Site Improvement, Topsham, ME</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p>

<p>Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
<p>Nicole Cuff, PE, LEED AP BD+C Principal</p>	
b. Project Assignment:	b. Project Assignment:
Acoustics Consultant / Acoustics Project Manager	
c. Name and Address Of Office In Which Individual Identified In 7a Resides:	c. Name and Address Of Office In Which Individual Identified In 7a Resides:
 <p>Acentech 33 Moulton Street Cambridge, MA 02138</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> VBE <input type="checkbox"/></p>	<p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> VBE <input type="checkbox"/></p>
d. Years Experience: With This Firm: <u>11</u> With Other Firms: <u>10</u>	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
<p>M.S., Acoustics, Penn State, 2016 B.S., Mechanical Engineering, Boston University, 2002</p>	
f. Active Registration: Year First Registered/Discipline/Maine Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
N/A	
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
<p>Ms. Cuff has the technical expertise and the time available to fulfill the requirements of this project.</p> <p>Current assignments include: Bassick High School (Bridgeport, CT); Pioneer Valley Performing Arts Charter Public School (South Hadley, MA); Deerfield Academy Dining Hall (Deerfield, MA); Driscoll School (Brookline, MA); and Baldwin Elementary School (Pawtucket, RI).</p>	
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):
<ul style="list-style-type: none"> – Balmer Elementary School, Whitinsville MA – Bassick High School, Bridgeport, CT – Bethel Johnson School, Bethel CT – Fuller Middle School, Framingham, MA – Greater Hartford Academy of the Arts Expansion, Hartford, CT – Middleborough High School, Middleborough, MA – Newton South High School Band Room, Newton, MA – Walpole High School Classroom Assessments, Walpole, MA – Wellesley Middle School HVAC, Wellesley, MA* – Westport Middle/High School, Westport, MA <p><i>*Project with Harriman Architects + Engineers</i></p>	



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm: Vamshi Gooje LEED AP BD+C, BEMP, CEM, Associate Principal	a. Name and Title Within Firm: Xiaoshu (Sunny) Du, LEED AP BD+C, WELL AP, Project Director
b. Project Assignment: Sustainability Principal in Charge	b. Project Assignment: Sustainability Project Manager
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Thornton Tomasetti 14 York St., Suite 201 Portland, ME 04101 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Thornton Tomasetti 14 York Street Portland, ME, 04101 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>
d. Years Experience: With This Firm: <u>11</u> With Other Firms: <u>7</u>	d. Years Experience: With This Firm: <u>6</u> With Other Firms: <u>0</u>
e. Education: Degree(s) /Year/Specialization Master of Science in Building Design, 2004, Arizona State University Bachelor of Architecture, 2000, Jawaharlal Nehru Technological University, India	e. Education: Degree(s) /Year/Specialization Master of Environmental Studies, 2015, University of Pennsylvania Bachelor of Architecture and Environmental Studies, 2012, Iowa State University
f. Active Registration: Year First Registered/Discipline/Mass Registration Number LEED Accredited Professional, Building Design + Construction, U.S. Green Building Council; Building Energy Modeling Professional (BEMP), ASHRAE; Certified Energy Manager (CEM), The Association of Energy Engineers	f. Active Registration: Year First Registered/Discipline/Mass Registration Number LEED Accredited Professional BD+C WELL Accredited Professional
g. Current Work Assignments and Availability For This Project: Availability is 15% Current projects include: Revere High School, Revere, MA; Torrington High School, Torrington, CT; University of New Hampshire, Hetzel Hall, Durham, NH	g. Current Work Assignments and Availability For This Project: Availability is 30% Current projects include: Revere High School, Revere, MA; Torrington High School, Torrington, CT
<ul style="list-style-type: none"> Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Summary Vamshi Gooje joined Thornton Tomasetti in 2004 and heads the Building Analytics group for the Sustainability practice. Vamshi is an expert in building science related to whole building energy, daylighting and thermal comfort. He is proficient in a range of energy simulation engines, including EnergyPlus, DOE 2.2 and Radiance. Relevant projects include: <ul style="list-style-type: none"> Portland Elementary Schools, Portland, ME. Energy Modeling with Harriman RSU 10 New PreK-8 School, Mexico, ME. Energy Modeling with Harriman RSU 39 New PreK-8 School, Caribou, ME Douglas-Gates Elementary School, Acton, MA Shaw Elementary School, Millbury, MA Hanlon Elementary School, Westwood, MA Hadley Elementary School, Swampscott, MA Stoneham High School, Net zero Feasibility upgrades, Stoneham, MA New Easton Pre K-2 School, North Easton, MA 	<ul style="list-style-type: none"> Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Sunny joined Thornton Tomasetti in 2015 and brings six years of energy modeling experience to the Sustainability practice. She specializes in collaboration with architects to promote energy efficiency throughout project designs by using her expertise in energy modeling, incentive programs, special certifications and CFD studies. Sunny has provided energy modeling services on numerous complex-systems projects for public and private sector clients, totaling well over one million square feet. Relevant projects include: <ul style="list-style-type: none"> Douglas-Gates Elementary School, Acton, MA Shaw Elementary School, Millbury, MA Hanlon Elementary School, Westwood, MA Hadley Elementary School, Swampscott, MA Stoneham High School, Net zero Feasibility upgrades, Stoneham, MA New Easton Pre K-2 School, North Easton, MA New London High School, New London, CT Lowell High School, Lowell, MA Mattacheese Middle School, West Yarmouth, MA Ponus Ridge Middle School, Norwalk, CA




7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm: Heather Walters	a. Name and Title Within Firm:
b. Project Assignment: LEED Specialist	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Thornton Tomasetti 14 York St., Suite 201 Portland, ME 04101 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>
d. Years Experience: With This Firm: <u>8</u> With Other Firms: <u>1 4</u>	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization Master of Science in Sustainable Design, 2019, University of Florida B.Arch., 1998, Ball State University B.S., Environmental Design, 1998, Ball State University B.S., Anthropology, 1998, Ball State University	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number LEED Accredited Professional WELL Accredited Professional	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project: Availability is 25% Current projects include: Portland Elementary Schools, Douglas School, Fort River Elementary School, Lawrenceville School	g. Current Work Assignments and Availability For This Project:
<ul style="list-style-type: none"> Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Ms. Walters joined sustainability group in 2015. She has more than 15 years of experience in green and LEED buildings, and sustainability consulting, energy efficiency, indoor environmental quality, and carbon tracking. Relevant projects include: <ul style="list-style-type: none"> Portland Elementary Schools, LEED, Portland, ME, with Harriman Sipiyak Elementary, Perry, ME with Harriman Waynflete Lower Education, Portland, ME Zervas Elementary School, Newton, MA Lawrenceville School Gruss Visual Arts Center, Lawrenceville, MA. Hackley School, Walter C. Johnson Center for Health and Wellness, Tarrytown, NY Douglas-Gates Elementary School, Acton, MA 	i. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm: Kurt Ruchala, P.E., Fire Protection Engineer / Director, Wakefield MA	a. Name and Title Within Firm: Brian Merrifield, P.E., Fire Protection Engineer
b. Project Assignment: FIRE PROTECTION ENGINEER, CODE CONSULTANT (FIRE/BUILDING), & ACCESSIBILITY CONSULTANT	b. Project Assignment: FIRE PROTECTION ENGINEER, CODE CONSULTANT (FIRE/BUILDING), & ACCESSIBILITY CONSULTANT
c. Name and Address of Office in Which Individual Identified In 7a Resides: JENSEN HUGHES One Research Drive, Suite 305C Westborough, MA 01581 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>	c. Name and Address of Office in Which Individual Identified In 7a Resides: JENSEN HUGHES One Research Drive, Suite 305C Westborough, MA 01581 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDOVBE <input type="checkbox"/> VBE <input type="checkbox"/>
d. Years Experience: With This Firm: <u>8</u> With Other Firms: <u>22</u>	d. Years Experience: With This Firm: <u>11</u> With Other Firms: <u>0</u>
e. Education: Degree(s) / Year / Specialization M.S. / 1995 / Fire Protection Engineering B.S. / 1992 / Mechanical Engineering	e. Education: Degree(s) / Year / Specialization M.S. / 2012 / Fire Protection Engineering B.S. / 2010 / Fire Protection Engineering
f. Active Registration: Year First Registered / Discipline / Registration Number 2016 / FIRE PROTECTION ENGINEER / ME, No. PE14169 1998 / FIRE PROTECTION ENGINEER / MA, No. 40496 2008 / FIRE PROTECTION ENGINEER / NH, No. 12488 2009 / FIRE PROTECTION ENGINEER / VT, No. 018.0048825 2002 / FIRE PROTECTION ENGINEER / NY, No. 080254-01 2012 / FIRE PROTECTION ENGINEER / NJ, No. 24GE05012700 2004 / FIRE PROTECTION ENGINEER / RI, No. PE.0008198 2022 / PROFESSIONAL ENGINEER / CT, No. PEN.0021038	f. Active Registration: Year First Registered / Discipline / Registration Number: 2019 / FIRE PROTECTION ENGINEER / MA, No.55348 2021 / FIRE PROTECTION ENGINEER / FL, No. 92521
g. Current Work Assignments and Availability for This Project: Due to the nature of our consulting profession, few of our contractual arrangements are long-term. Additionally, we utilize "engineering centers" such that workload can be distributed to meet specific needs. Therefore, we have the current availability to perform this project. Key members of the proposed team are available upon notice to proceed, and their workloads will allow them to dedicate the appropriate time to this contract. Additional staff is also available to fulfill any accelerated task order that is issued.	g. Current Work Assignments and Availability for This Project: Due to the nature of our consulting profession, few of our contractual arrangements are long-term. Additionally, we utilize "engineering centers" such that workload can be distributed to meet specific needs. Therefore, we have the current availability to perform this project. Key members of the proposed team are available upon notice to proceed, and their workloads will allow them to dedicate the appropriate time to this contract. Additional staff is also available to fulfill any accelerated task order that is issued.
h. Other Experience and Qualification Relevant to The Proposed Project: (Identify Firm by Which Employed, If Not Current Firm): Kurt has over two decades of experience in a wide range of fire safety projects. His depth and breadth of experience are instrumental in his ability to advise building owners on compliance with local and international building codes and fire safety standards. Kurt has applied his knowledge and experience in fire protection and life safety systems to lead teams in the analysis and evaluation of hazardous materials and inspection/testing of fire protection systems. He has designed and specified fire suppression systems, both water-based and special-hazard, and designed fire detection and occupant notification fire alarm systems.	h. Other Experience and Qualification Relevant to The Proposed Project: (Identify Firm by Which Employed, If Not Current Firm): Brian Merrifield is a licensed Fire Protection Engineer (MA, FL) with over a decade of experience in the code consulting industry. He is a lead consultant in the Westborough, MA office managing numerous projects directly as well as supporting the goals and initiatives of the Northeast and Florida offices. His expertise is engineering consulting on both the prescriptive and performance-based requirements of Fire, Building, and Accessibility Codes. Brian's primary areas of focus include fire protection, life safety, accessibility, smoke control, and industrial requirements in new and existing buildings.



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm: MATTHEW ALLAIN, DIRECTOR, DESIGN AND ENGINEERING	a. Name and Title Within Firm: FRANK GALLAGHER, PRINCIPAL, DESIGN AND ENGINEERING
b. Project Assignment: SECURITY CONSULTANT	b. Project Assignment: SECURITY CONSULTANT
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Good Harbor Techmark, LLC 17 Accord Park Drive, Suite 201 Norwell, MA 02061 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Good Harbor Techmark, LLC 17 Accord Park Drive, Suite 201 Norwell, MA 02061 MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/>
d. Years Experience: With This Firm: <u>13</u> With Other Firms: <u>8</u>	d. Years Experience: With This Firm: <u>24</u> With Other Firms: <u>0</u>
e. Education: Degree(s) /Year/Specialization M. Arch. / 2005 / Architecture / Boston Architectural College B.S. / 2002 / Architecture / Catholic University of America	e. Education: Degree(s) /Year/Specialization M.S. / 1995 / Mechanical Engineering / Rochester Institute of Technology B.S. / 1994 / Mechanical Engineering / Rochester Institute of Technology
f. Active Registration: Year First Registered/Discipline/Maine Registration Number 2014 – National NCARB #79,751 2020 – National CPTED for Schools #N/A	f. Active Registration: Year First Registered/Discipline/Maine Registration Number 2004 – National Physical Security Professional (PSP) #10610
g. Current Work Assignments and Availability For This Project: Currently managing 20 projects in all phases of design and construction. Available to devote 25% of time to work on this project.	g. Current Work Assignments and Availability For This Project: Currently managing 15 projects in all phases of design and construction. Available to devote 25% of time to work on this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Allain specializes in the design and engineering of physical security systems, in addition to performing architectural, and graphical design duties on security design and integration projects. Mr. Allain is responsible for design coordination, addressing architectural, code and regulatory issues and providing security technical specifications and implementation oversight. Mr. Allain is experience includes locks and locking hardware, security management head-end systems, intrusion detection, access control, CCTV surveillance, perimeter security, visitor control, emergency telephone systems, command and control center design, equipment and operations.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Gallagher specializes in the analysis, design, engineering and implementation of security systems, including access control, perimeter IDS, barriers/fencing, video surveillance and assessment, lighting upgrades, communications and power systems. Mr. Gallagher responsibilities include reviewing and analyzing architectural plans and security systems designs, addressing facility and systems vulnerabilities, preparing detailed systems and equipment design criteria, cost estimates, equipment specifications and contract documents.



8a	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects) Completed Within the Last 10 Years...					
	a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference to Relevant Experience)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed) Fee for Work for which Firm Was/Is Responsible	
2	EDWARD LITTLE HIGH SCHOOL New 1,300-Student School Auburn, MA Lisa Sawin, AIA, LEED AP, MCPPO Principal-in-Charge		Dr. Cornelia Brown, Superintendent Auburn School Department 60 Court Street Auburn, ME 04210 207-784-6431	Building 2023 Est Site 2024 Est	\$104,592 EST	\$5,360




8a	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects) Completed Within the Last 10 Years...					
	a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference to Relevant Experience)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for which Firm Was/Is Responsible
4	NASHUA MIDDLE SCHOOLS Brian McCarthy Middle School (BMMS) Elm Street Middle School (EMS) Fairgrounds Middle School (FMS) Pennichuck Middle School (PMS) Nashua, NH Lisa Sawin, AIA, LEED AP, MCPPO Principal-in-Charge	Harriman was retained by the Nashua School District to conduct a study for Nashua's middle schools and determine a plan that supports best practices in 21st century middle school design and fosters program equity at all Nashua Middle Schools. The purpose of the study was to: <ul style="list-style-type: none"> Investigate existing facility and site conditions, Summarize educational programmatic needs, and Determine a scope of work that supports best practices in 21st century middle school design and fosters program equity at all Nashua Middle Schools. This study and process resulted in the closure of EMS, Renovations and Additions to FMS and PMS and the construction of BMMS. Harriman led an educational programming process that resulted in design language and a community design statement that drove the designs of the three middle schools. The design of the Nashua Middle Schools is derived from the desire to create academic "villages" centered around a "learning hub". This common agile collaborating and gathering area provides for a smaller community of students and teachers to develop social connections within the context of the larger school. The learning hub is a space filled with break out rooms, an array of flexible furniture, interactive technology and small group collaboration areas. The new middle school, MBBS plan organizes academic villages on three floor plans in three wings. This provides the flexibility to organize grades and teams either by floor or by wing. In all instances, special services to accommodate learning differences are distributed throughout all teams to promote an inclusionary service model. In addition to supporting a middle school social and emotional learning model, the configuration of the new building creates a compact footprint that is not only efficient but reduces distances between classroom villages and other programs including Unified Arts, Physical Education, Cafeteria, and the Library and Learning Commons.	Nashua School District 141 Ledge Street Nashua, NH 03061 Shawn Smith Director of Plant Operations 603-589-2780	FMS: 2021 PSM: 2023 BMMS: 2024	FMS: \$8,437,919 PMS: \$20,212,581 BMMS: \$77,559,223	FMS: \$550,628 PMS: \$1,222,528 BMMS: \$3,605,554
 <p>New Nashua Middle School</p>						
 <p>Fairgrounds Middle School</p>						
<div> <div>DESIGN STATEMENT</div> <div>"Building a diverse learning community by encouraging students to open their eyes to explore, their minds to create, and their hearts to accept."</div> </div>						

8a Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects) Completed Within the Last 10 Years...						
	a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference to Relevant Experience)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for which Firm Was/Is Responsible
3	PORTLAND ELEMENTARY SCHOOLS Lyseth Elementary School Reiche Elementary School Presumpscot Elementary School Longfellow Elementary School Lisa Sawin, AIA, LEED AP, MCPPO Principal-in-Charge		Portland Public Schools 353 Cumberland Avenue Portland, Maine 04101 Steven Stilphen, Director of Facilities Planning, Management, and Maintenance 207-842-5315	Lyseth 2021 Reiche, Presumpscot, Longfellow: Fall 2023	\$15,750,000 Est. Reiche \$ 9,750,000 Est. Presumpscot \$10,500,000 Est. Longfellow	\$985,600 Lyseth \$1,079,040 Reiche \$846,388 Presumpscot \$961,490 Longfellow
<p>Following the success with the Harrison Lyseth Elementary School, Harriman was selected to complete the design of three additional elementary school projects as part the City of Portland's Building For Our Future (BFOF) – a referendum to renovate four of its older elementary schools.</p> <p>The process included a series of three community meetings for Longfellow, Presumpscot, and Reiche elementary schools to provide an opportunity to directly communicate with each school and neighborhood constituents. During the design phase, these meetings had to shift to an on-line video format due to the COVID pandemic. Harriman, supported by the school district, was able to continue to engage a diverse community through the use of multiple language virtual “rooms”.</p> <p>The resulting designs balance the need to address facility and educational program deficiencies equitably across the three schools – each of which was built in a different time period and organized around uniquely differing design philosophies. Harriman was careful to incorporate aspects of local input developed through a visioning exercise during the first community meeting.</p> <p>Each project procured construction services separately with a staggered bidding approach to maximize available construction labor resources. All three schools will have an occupied, phased, multi-year construction schedule to minimize the need for temporary classroom space.</p> <p>This allowed us to execute all four schools within the constrained budget of BFOF which was approved in 2017.</p>			 <p>REICHE DESIGN STATEMENT <i>"To create an inclusive environment that celebrates diversity, fosters collaboration, embraces nature, and integrates into the urban fabric."</i></p>			
			  <p>PRESUMPCOT DESIGN STATEMENT <i>"A welcoming, diverse family, creating safe spaces for learners to collaborate, grow, and explore."</i></p>			

8a Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects) Completed Within the Last 10 Years...

	a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference to Relevant Experience)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for which Firm Was/Is Responsible
4	YARMOUTH SCHOOL DISTRICT William H. Rowe School Yarmouth Elementary School Frank H. Harrison Middle School Yarmouth High School Yarmouth, ME Mark Lee, AIA, LEED AP, MCPPO Principal-in-Charge		Yarmouth School District 101 McCartney Street Yarmouth, ME 04096 Dr. Andrew Dolloff, Superintendent 207.846.5586 Bruce (Rudy) Rudolph, Director, Business Services 207.846.5586	RES: 2021 YES: 2022 HMS: 2021 YHS: 2021	Rowe School: \$5,209,471 Yarmouth Elementary: \$23,000,354 Harrison Middle School: \$4,822,789 Yarmouth High School: \$10,143,485	RES: \$438,308 YES: \$1,786,573 HMS: \$370,670 YHS: \$808,950
<p>The Yarmouth School Department engaged Harriman to undertake a space utilization study and strategic facilities plant, aimed at:</p> <ul style="list-style-type: none"> Assessing and documenting the condition of their facilities; Analyzing enrollment projections; Reviewing educational and program goals; and Distilling options and recommendations for the future. <p>Those options included recommendations for repairs and replacements at each of the Department's four schools, as well as potential expansion options for the rapidly growing town.</p> <p><u>Outcomes</u> In exploring the resulting options and recommendations, Harriman worked with the Yarmouth School Department to:</p> <ul style="list-style-type: none"> Set goals and develop a public information and communication plan. Facilitate community, school committee, and community group meetings to gather input and distribute information. The resulting final recommendations and associated project costs were presented to the Yarmouth School Committee and Yarmouth Town Council with great support from Department administration, teachers, staff, and the community. The Town of Yarmouth voted in November 2018 to fund all proposed renovations and expansions. All four school projects are complete. 						
						
				 		

8a	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects) Completed Within the Last 10 Years...					
	a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference to Relevant Experience)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for which Firm Was/Is Responsible
4	RSU 10 Feasibility and Planning Study and Conceptual Design Rumford and Mexico, ME Lisa Sawin, AIA, LEED AP, MCPPO Principal-in-Charge	<p>The objective of Regional School Unit 10 (RSU 10) is to provide the greater Rumford-Mexico area with a Pre-K – 8 school that is an equitable, healthy, and efficient environment for its children and communities to grown and learn—a solution that addresses the educational needs and prioritizes being good stewards of the local and state financial investment.</p> <p>Harriman has worked closely with RSU 10 and the Maine Department of Education to review options for replacing Rumford Elementary School while addressing the facility and educational deficiencies at Meroby Elementary School and Mountain Valley Middle School. Several options and sites were considered throughout this comprehensive study.</p> <p>Harriman orchestrated a robust public engagement process. This inclusive and extensive outreach process has been instrumental in crafting a community-based vision for the project.</p> <p>A community school that is, "a welcoming and collaborative learning environment where we plant the seeds and nurture the roots for a strong tomorrow." The result is an economically responsible consolidated PK-8 school design located within 3 miles of the bridge between Rumford and Mexico, that is an equitable, healthy, and efficient environment for their children and communities to grow and learn. A learning environment that supports and enhances:</p> <ul style="list-style-type: none"> • Social Emotional Learning (SEL) Support • STEM/STEAM • Flexibility and Adaptability • Community Access • Small School Model • Student Exhibition • Learning Through Movement and Play • Whole Child Wellness • Project-based Learning • Inclusionary • Real World Relevance • Connection to Nature • Personalization <p>This solution was voted on by RSU 10 community members and passed referendum in Fall 2022. It will be bid in Fall of 2023.</p>	RSU 10 799 Hancock Street, #1 Rumford, ME 04276 Deborah Alden Superintendent of Schools 207.369.5560	Building: 2026 Est Site: 2027 Est.	\$74,899,473	\$4,300,000 Est.
						
			<div> <div> Community Design Statement <i>"A welcoming and collaborative learning environment where we plant the seeds and nurture the roots for a strong tomorrow."</i> </div> </div>			

List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement And They Must Be In The Format Provided.					
Sub-Consultant: New Vista Design					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	E. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)  Scarborough Primary School Scarborough, ME Educational Visioning and Programming David Stephen – Principle in Charge In collaboration with Harriman	Full range of educational and architectural programming services for a renovated and/or new elementary school facility with a focus on sustainable, practical, and modern spaces that support classroom neighborhoods, equitable access to services, and safe community use and access.	Harriman Associates 46 Harriman Drive Auburn, ME 04210 Tel: (207) 784-5100 Contact: Lisa Sawin	Programming completed October 2022	NA	\$24K
(2)  Connors Emerson School Bar Harbor, ME Educational Visioning and Programming David Stephen – Principle in Charge In collaboration with Harriman	Full range of educational and architectural programming services for a renovated and/or new K-8 school facility with a focus on grade-level teaming, outdoor connections, and the merging of the district's elementary and middle school facilities.	Harriman Associates 46 Harriman Drive Auburn, ME 04210 Tel: (207) 784-5100 Contact: Lisa Sawin	Programming completed November 2022	NA	\$24K
(3)  Edward Little High School Auburn, ME Educational Visioning and Programming David Stephen – Principle in Charge In collaboration with Harriman	Full range of educational and architectural programming services for a new high school facility with agile learning neighborhoods, multi-purpose collaboration and gathering spaces, a 1,200-seat auditorium, and an athletic stadium and gym.	Harriman Associates 46 Harriman Drive Auburn, ME 04210 Tel: (207) 784-5100 Contact: Lisa Sawin	Programming completed June 2017	\$122M	\$13K

DSB 2005 Sub-Consultant Form

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement Within The Last 10 Years (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name: Gorrell Palmer					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) MSAD #49 Upper Elementary School Benton, ME Alton Palmer	Desc.-600 student school consolidating four existing schools including site circulation improvements on adjacent lower elementary school site. Ped. Imp. Services - Site Selection, Referendum Support, Site Design, Local, State and Federal Permitting, Constr. Observ.	CHA Architecture Attn: Kathryn Cogan 49 Dartmouth Street Portland, ME 04101 207.699.4467	Est. June 2027	Site Construction Est. at \$4.2M, Off-Site Construction Est. at \$.8M	\$445,000
(2) RSU #39 Pre-K to 8 School Caribour, ME Steve Bushey	Desc.-750 student school consolidating three existing schools including relocating a public recreation facility under 6(f) program Services - Site Selection, Referendum Support, Site Design, Local, State and Federal Permitting, Constr. Observ.	CHA Architecture Attn: Kathryn Cogan 49 Dartmouth Street Portland, ME 04101 207.699.4467	June 2020	Site Construction \$3.3M	\$230,000
(3) Scarborough Primary School Scarborough, Maine Alton Palmer	Desc.-160,000 sf, (1,200 student) school consolidating three existing schools including site circulation consisting of 60 parent drop off spaces and 24 bus spaces. Services - Site Selection, Referendum Support, Concept Site Design,	Harriman Associates Attn: Lisa Sawin 80 Exchange Street Portland, ME 04101 207.775.0053	Est. June 2027	Site Construction Est. at \$10M, Off-Site Construction Est. at \$4M	\$130,000
(4) Orono Elementary & High School Campus Orono, ME Alton Palmer	Desc.- Parking & play field upgrades for K-12 facilities. Expanded parent drop-off and secure entrance for K-5 school Services - Site Design, Local, State & Federal Permitting, Constr. Observ. 6(f) facility avoidance.	CHA Architecture Attn: Kathryn Cogan 49 Dartmouth Street Portland, ME 04101 207.699.4467	June 2022	Site Construction Est. at \$2M,	\$104,500
(5) Mt. Ararat High School Topsham, ME Alton Palmer	Desc.- 112,000 sf (**** student) school with separate parent & bus drop offs, staff & student parking and multiple athletic fields Services - Site Design, Local, State and Federal Permitting, Constr. Observ.	CHA Architecture Attn: Kathryn Cogan 49 Dartmouth Street Portland, ME 04101 207.699.4467	June 2021	Site Construction Est. at \$5M	\$330,000

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Sub-Consultant Name: Edvance Technology Design, Inc.					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1) Edward Little High School Auburn, ME Douglas Faria	Technology Infrastructure Systems Design; Technology Equipment Design and Procurement Services.	Harriman	Building 2023 Est Site 2024 Est	\$104,592 Est.	\$235,000
(2) Nashua Middle Schools Nahua, NH Douglas Faria	Technology Infrastructure Systems Design	Harriman	FMS: 2021 PSM: 2023 BMMS: 2024	FMS: \$8,437,919 PMS: \$20,212,581 BMMS: \$77,559,223	\$179,500
(3) Portland Elementary Schools Portland, ME Douglas Faria	Technology Infrastructure Systems Design	Harriman	Lyseth 2021 Reiche, Presumpscot, Longfellow: Fall 2023	Reiche \$15,750,000 Est. Presumpscot \$ 9,750,000 Est. Longfellow \$10,500,000 Est.	\$152,000
(4) Yarmouth Schools Yarmouth, ME Douglas Faria	Technology Infrastructure Systems Design	Harriman	RES: 2021 YES: 2022 HMS: 2021 YHS: 2021	Rowe School: \$5,209,471 Yarmouth Elementary: \$23,000,354 Harrison Middle School: \$4,822,789 Yarmouth High School: \$10,143,485	\$148,500
(5) RSU 10 Rumford and Mexico, ME Douglas Faria	Technology Infrastructure Systems Design	Harriman	Building: 2026 Est Site: 2027 Est.	\$74,899,473	\$47,500

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Sub-Consultant Name: R.W. Gillespie & Associates, Inc.					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) High School/Middle School. Newport, Maine Erik J. Wiberg, P.E.	Geotechnical engineering services including test pit, soil boring, and shear wave velocity to assess depth to bedrock, bedrock excavability, and recommended foundation bearing conditions.	Oak Point Associates P.O. Box 1259 Biddeford, Maine 04005 Jacques Gagnon, P.E. 207.283-0193	2021	\$53,000	\$32.6
(2) High/Middle School and Elementary School Additions Orono, Maine Erik J. Wiberg, P.E.	Geotechnical engineering for school cafeteria, auditorium, and classroom additions and for stormwater management features including dam embankment design	RSU 26 10 Goodridge Drive Orono, Maine 04473 207-866-7110	2021	\$16,900	\$21,600
(3) Edward Little High School Auburn, Maine Erik J. Wiberg, P.E.	Geotechnical engineering for a 250,000 sq.-ft. high school building. Assisted client and designers with orienting building due to adverse subsurface conditions. Evaluations included foundations, retaining walls and slopes. Provided MTS Services	Auburn School Department 60Court Street, Auburn Maine Dr. Cornelia Brown 207.784.6431	2023	\$126,000	\$151.2
(4) Camden-Rockport Middle School Camden, Maine Erik J. Wiberg, PE.	Preliminary and final design geotechnical engineering for a 83,500 sq-ft. building constructed on a former school site. Building and site accommodated about 15 feet of grade change over sensitive clay. Construction phase services.	Oak Point Associates P.O. Box 1259 Biddeford, Maine 04005 Tyler Barter, AIA 207.283.0193	2020	\$22,300	\$53.8
(5) Sacarappa Elementary School Westbrook, Maine Erik J. Wiberg, P.E.	Preliminary and final design geotechnical engineering for a 60,000 square foot elementary school over filled land and compressible clay deposits. Also provided building code special inspection services during construction.	Westbrook School Department 117 Stroudwater Street Westbrook, Maine 04092 Dr. Kim O'Donnell 207.854-0809	2018	\$22,300	\$78.8



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Sub-Consultant Name: Haley Ward					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) Hazardous Materials Assessment MSAD #54 Maragaret Chase Middle School and North Elementary School 40 Heselton Street Skowhegan, Maine 04976 PIC: Dennis Kingman, Jr., CHMM	Haley Ward completed a Hazardous Materials Assessment to identify and assess hazardous materials on or within the Margaret Chase Smith Elementary School and the North Elementary School. This assessment was completed to identify and assess asbestos containing materials, lead based paint surface coatings, polychlorinated biphenyls containing building materials, and potential hazardous materials/wastes.	MSAD #54 Jonthan Moody Superintendent 196 West Front Street Skowhegan, Maine 04976	May 4, 2022 May 11, 2022		\$ 56 , 000
(2) Hazardous Materials Assessment AOS #91 Connors School and Emerson School 1081 Eagle Lake Road Bar Harbor, Maine 04101 PIC: Dennis Kingman, Jr., CHMM	Haley Ward completed a Hazardous Materials Assessment on or within the Connors School and Emerson School in Bar Harbor, Maine. The investigation focused on identifying asbestos containing materials, lead based paint, and potential hazardous materials that would require special handling and disposal.	AOS #91 Harriman C/O Lisa Sawin 80 Exchange Street Portland, Maine 04101	December 15, 2022 December 22, 2022		\$20 , 000
(3) Hazardous Materials Assessment RSU #10 Mountain Valley Middle School 58 Highland Terrace Mexico, Maine PIC: Dennis Kingman, Jr., CHMM	Haley Ward completed a Hazardous Materials Assessment of the Mountain Valley Middle School in Mexico, Maine to assess and identify the presence of hazardous materials on or within the building.	Harriman C/O Lisa Sawin 80 Exchange Street Portland, Maine 04101	May 4, 2023 July 25, 2023		\$41 , 000
(4)					
(5)					



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Sub-Consultant Name: Preferred Construction Mgt. Co., Inc.					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) Yarmouth School District Yarmouth, ME Kyla Magnusson	Cost estimating services were provided to the design team for four schools within the Yarmouth School District, totaling approximately 180,000 SF (two elementary schools, a middle and a high school.	Harriman 80 Exchange Street, 3rd Floor Portland, ME 04101 207.784.5100 Wendi Holden	Project Estimates Completed in 2019	Estimated Value: \$43.98M	PCM's Fee: \$102,100.00
(2) Portland Public Schools Portland, ME Kyla Magnusson	Estimating services for three elementary schools in Portland, ME (Reiche, Presumpscot & Longfellow). All facilities included both renovations and additions and had multiple phases.	Harriman 80 Exchange Street, 3rd Floor Portland, ME 04101 207.784.5100 Lisa Sawin	Project Estimates Completed in 2020	Estimated Value: \$37.8M	PCM's Fee: \$67,360.00
(3) Boothbay School Facility Assessment Boothbay, ME Kyla Magnusson	PCM worked with the design team to provide cost estimating for the existing conditions study for two of the districts schools (elementary and high school.	Design Group Collaborative Architects 40 Church Street Ellsworth, ME 04605 207.664.0560 Carla Haskell	Project Estimates Completed in 2022	Estimated Value: \$30.43M	PCM's Fee: \$8,000.00
(4) AOS 91 Connor Emerson School Bar Harbor, ME Kyla Magnusson	Cost estimating services were provided to the architectural team for for the construction of a new 91,000 SF school in Bar Harbor, ME	Harriman 80 Exchange Street, 3rd Floor Portland, ME 04101 207.784.5100 Lisa Sawin	Project Estimates Completed in 2023	Estimated Value: \$48.7M	PCM's Fee: \$6,830.00
(5) RSU 10: Pre-K thru 8th Grade Mexico, ME Kyla Magnusson	Estimating services were provided a various design levels for the new combined elementary and middle school. The project is approx. 185,000 SF and will accommodate grades Pre-K through 8th grade.	Harriman 80 Exchange Street, 3rd Floor Portland, ME 04101 207.784.5100 Lisa Sawin	Project Estimates Completed in 2023	Estimated Value: Approx. \$74M	PCM's Fee: TBD


8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name: Crabtree McGrath Associates, Inc.					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
Wellesley Middle School Wellesley, Massachusetts Principal-In-Charge: John Sousa	Crabtree McGrath Associates provided design services for the kitchen and serving area renovation as part of a larger School renovation.	Ms. Lisa D. Sawin Harriman 80Exchange Street Portland, ME 04101 Phone: 207.775.0053	2021	\$12.000	\$32.4
Billerica Memorial High School Belmont, Massachusetts Principal-In-Charge: John Sousa	Crabtree McGrath Associates prepared Construction Documents and performed Construction Administration services related to the commercial kitchen and food serving area.	Ms. Brook Trivas Perkin+Will 225 Franklin Street Boston, MA 02110 Phone: 617.406.3455	2020	176,000	26.58
Millis Clyde Brown Elementary School Millis, Massachusetts Principal in charge: John Sousa	Crabtree McGrath Associates prepared Construction Documents and performed Construction Administration services related to the commercial kitchen and the serving area.	Mr. Charles Hay Tappe Architects 6 Edgerly Place Boston, MA 02116 617-451-0200	2019	\$51.76	\$20.6
Tobin Montessori & Vassal Lane Upper School Cambridge, Massachusetts Principal in charge: John Sousa	Crabtree is providing Schematic Design through Construction Administration services. Scope includes a new all electric kitchen and servery. The project is targeting NetZero.	Perkins Eastman Architects 50 Franklin Street, Suite 203 Boston, MA 02110 Carolyn Day, AIA, LEED AP 617.449.4000	2025	\$299,000	\$26.2
King Open Elementary School Cambridge, Massachusetts Principal in charge: John Sousa	Schematic Design through Construction Administration phases for a new kitchen and servery (pre K to grade 8). Project targeted Net Zero Energy and expected to achieve LEED Platinum.	Ms. Niku Patel William Rawn Associates 10 Post office Square Boston, MA 02109 617.423.34700	2019	\$65,000	\$31.9

8B.	List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
	Sub-Consultant Name: Acentech Acoustics Consulting					
a.	Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated)	Fee for Work for Which Firm Was Responsible
1)	Reiche Elementary School Renovtion Portland, ME Jonah Sacks Project Principal	Acentech is providing acoustics consulting services for renovations to Reiche Elementary School in Portland. The school will be converted from an existing open plan teaching model to a more conventional layout of closed classrooms. Partitions will be inserted to create approximately 23 classrooms, art classroom, music classroom, a number of smaller special education spaces, a computer lab, and several offices.	Harriman Architects + Engineers 46 Harriman Drive Auburn, ME 04210 Lisa Sawin 207 775 0053	2023 (est)	\$15,750 (est)	\$24.0
2)	Presumpscot Elementary School Additions and Renovations Portland, ME Jonah Sacks Project Principal	Acentech provided acoustics consulting services for renovations and additions to Presumpscot Elementary School in Portland. The addition includes a cafeteria and warming kitchen, four kindergarten/pre-K classrooms, a music classroom, an art classroom, and several offices. Existing spaces renovated include several special education rooms, the lobby, and restrooms.	Harriman Architects + Engineers 46 Harriman Drive Auburn, ME 04210 Lisa Sawin 207 775 0053	2023	\$9,700	\$22.0
3)	Brookline High School Brookline, MA Jonah Sacks Project Principal	Acentech provided acoustics and AV consulting for the renovation and expansion of Brookline High School. Our scope of services included environmental noise and vibration mitigation for buildings adjacent to the Green Line light rail; community noise evaluation; architectural acoustics (including sound isolation and room finishes applicable to LEED standards); and audiovisual system for classrooms, fitness rooms, a maker space, cafeteria, and white box presentation space.	William Rawn Associates 10 Post Office Square, Suite 1010 Boston, MA 02108 Sindu Meier, AIA, LEED AP BD+C 617 598 3317	2022	\$135,000	\$154.5
4)	Westport Middle/High School Westport, MA Nicole Cuff Project Principal	Acentech provided a full range of acoustics and AV consulting for the new Middle/High School in Westport, MA. Our scope included recommendations for the auditorium, music rooms, gymnasium, cafeteria, learning commons, media center, typical and special education classrooms.	Jonathan Levi Architects 266 Beacon Street, 3rd Floor Boston, MA 02116 Charlie Van Voorhis, AIA 617 437 9458	2021	\$97,000	\$75.0
5)	Hadley Elementary School Swampscott, MA Ioana Pieleanu Project Principal	Acentech is providing acoustics consulting services for this new K-4 school for 900 students. The 154K SF project will include typical classrooms, a cafetorium, two media centers, and an upper floor gymnasium above the cafetorium. The project is pursuing LEED certification, including the acoustical prerequisite and enhanced credits.	Lavallee Brensinger Architects 155 Dow Street Suite 400 Manchester, NH 03101 David Harris, LEED AP BD+C 614 461 4664	2024 (est)	\$98,300 (est)	\$35.0 (est)

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Sub-Consultant Name: Thornton Tomasetti					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) Sipiak Elementary School, Perry, ME <i>Principal In Charge:</i> <i>Gunnar Hubbard</i>	LEED consulting services for the replacement of a 47,87-square-foot elementary school. Certified LEED Silver in 2023	Mark Lee, AIA, LEED AP Principal 46 Harriman Drive, Auburn, ME 04210 207-784-5100 mlee@harriman.com	2023	\$19,000	\$30
(2) Portland Elementary Schools, Portland, ME <i>Principal In Charge:</i> <i>Gunnar Hubbard</i>	Sustainability consulting services for the renovation of three elementary schools in Portland: Reiche School, Presumpscot School and Longfellow School. Thornton Tomasetti scope includes LEED Consulting, Energy Modeling and Educational Integration	Lisa Sawin, AIA, NCARB, LEED AP BD+C Principal 46 Harriman Drive, Auburn, ME 04210 207-775-0053 lsawin@harriman.com	2022	Reiche \$21,000 Presumpscot \$13,000 Longfellow \$14,000	\$153
(3) RSU 10 PreK- 8 School, Mexico, ME <i>Principal In Charge:</i> <i>Gunnar Hubbard</i>	Energy modeling consulting for the new PreK-8 grade students and closed three inefficient buildings.	Lisa Sawin, AIA, NCARB, LEED AP BD+C Principal 46 Harriman Drive, Auburn, ME 04210 207-775-0053 lsawin@harriman.com	2024	\$91,000	\$21
(4) RSU 39 New PreK – 8 School, Caribou, ME <i>Principal In Charge:</i> <i>Gunnar Hubbard</i>	Daylight and Systems Study Caribou, ME. Sustainable design and energy analysis services for a 113,000-square-foot school for 750 students. Ultra-low energy use in one of the coldest climate zones in the country was achieved with high performance envelope, LED lighting and an efficient HVAC system. The project is committed to using bio-mass-based fuel that is locally harvested to minimize the carbon footprint and support the local economy	Alan Kuniholm, AIA, NCARB, LEED AP Director of Design CHA 207-699-4474 akuniholm@chacompanies.com	2020	\$54,000	\$12
(5) Waynflete Lower School, Portland, ME <i>Principal In Charge:</i> <i>Gunnar Hubbard</i>	Structural engineer, passive house consulting, and daylight analysis for the new 30,000-square-foot addition to the existing Waynflete School Campus. Based on our energy analysis, the building is expected to be more than 50% more efficient than a typical high performance school building. The project features triple glazed windows, R-40 walls, R-60 roofs, R-20 underslab insulation and 90% energy recovery effectiveness on the ventilation air supply	Scott Simons, FAIA Founding Partner + Principal Simons Architects 75 York Street, Portland, ME scott@simonsarchitects.com	2019	\$8,000	\$151

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name: GOOD HARBOR TECHMARK, LLC – Security Design and Engineering					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1) DIMAN REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL Fall River, MA Matthew Allain, AIA, NCARB, CSL, CPTED Certified Practitioner	GHT, through Kaestle Boos Associates, is developing the physical security requirements for the schools electronic security system including the system design and specifications for access control, video surveillance, security communication system, intrusion detection system and visitor management system. This MSBA funded project is currently in the construction document phase.	Craig Olsen, AIA, ALEP, LEED AP BD+C, CPTED Kaestle Boos and Associates 325 Foxborough Blvd., Suite 100 Foxborough, MA 02035 Office: (508) 203-8692	2026	\$293,000	\$48
					
(2) WAKEFIELD MEMORIAL HIGH SCHOOL Wakefield, MA Matthew Allain, AIA, NCARB, CSL, CPTED Certified Practitioner	GHT, through SMMA, is developing the physical security requirements for the schools electronic security system including the system design and specifications for access control, video surveillance, security communication system, intrusion detection system and visitor management system. This MSBA funded project is currently in the schematic design phase.	Helen Fantini, AIA, LEED AP, MCPPO SMMA 1000 Massachusetts Avenue, Cambridge, MA 02138 Office: (913) 660-3070	2026	\$223,000	\$43
					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name: THE BERKSHIRE DESIGN GROUP, INC. – Landscape Architecture & Civil Engineering					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(3) WALTHAM HIGH SCHOOL Waltham, MA Matthew Allain, AIA, NCARB, CSL, CPTED Certified Practitioner	GHT, through SMMA, provided an assessment of the existing school, participated in Module 3 and 3B for the options submitted to the MSBA and after receiving approval developed the physical security requirements, electronic security system design and specifications, including access control, video surveillance, security communication system, intrusion detection system and visitor management system for the school. This MSBA funded project is currently under construction.	Michael F. Fazio, RA, LEED AP BD+C, MCPPO SMMA 1000 Massachusetts Avenue, Cambridge, MA 02138 Office: (913) 660-3070	2024	\$381,000	\$50
					
(4) LAWRENCE OLIVER PARTNERSHIP SCHOOL Lawrence, MA Matthew Allain, AIA, NCARB, CSL, CPTED Certified Practitioner	GHT, through SMMA, provided third party security consulting reviews and coordination for the construction document drawings, specifications and cost estimates for the electronic security system. GHT is also participating in design team and stakeholder engagement meetings including members of the school, police and fire department. This MSBA funded project is currently under construction.	Helen Fantini, AIA, LEED AP, MCPPO SMMA 1000 Massachusetts Avenue, Cambridge, MA 02138 Office: (913) 660-3070	2024	\$130	\$4
					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name: THE BERKSHIRE DESIGN GROUP, INC. – Landscape Architecture & Civil Engineering					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(5) EAST LONGMEADOW HIGH SCHOOL East Longmeadow, MA Matthew Allain, AIA, NCARB, CSL, CPTED Certified Practitioner	GHT, through a partnership between SMMA and Jones Whitsett Architects, is participating in Module 3 and 3B for the options submitted to the MSBA. After MSBA approval GHT will be developing the physical security requirements, electronic security system design and specifications, including access control, video surveillance, security communication system, intrusion detection system and visitor management system for the school. This MSBA funded project is currently in the schematic design phase.	Kristian Whitsett, AIA, NCARB, LEED AP BD+C Jones Whitsett Architects Principal 308 Main Street, 3rd Floor Greenfield, MA 01301 T. 413-773-5551	TBD	TBD	\$11
					

9a. List All Projects Of Similar Size and Value Within The Past 10 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The States of Maine, New Hampshire, and/or Massachusetts.

# of Total Projects: 25			# of Active Projects: 10		Total Construction Costs (In Thousands) of Active Projects (excluding studies): \$431,866		
Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location, and Principal-In- Charge	Awarding Authority (Include Contact Name and Phone Number)	Owner's Project Manager	General Contractor or Construction Manager (Include Name and Phone Number)	Project Size & Const. Costs (In Thousands) (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Est.) (R)Renovation or (N)New
P	Sch, D.D., C.D.,A.C.	1. Edward Little, Auburn, ME, Lisa Sawin	Auburn School Department, Cornelia Brown, 207-784-6431	N/A	Arthur Dudley Contractor Builder	110,485 (A)	9/2024 (A) (N)
P	Sch, D.D., C.D.,A.C.	2. New Middle School, Nashua, NH, Lisa Sawin	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	79,207 (A)	8/2024 (A) (N)
P	Sch, D.D., C.D.,A.C.	3. New Elementary School, Lewiston, ME, Daniel Cecil	Lewiston Public Schools, Bill Webster, 207-795-4100	N/A	PC Construction	37,756 (A)	8/2019 (A) (N)
P	Sch, D.D., C.D.,A.C.	4. Kennebunk High School Addition, , ME, Daniel Cecil	RSU 21, Katie Hawes, 207-985- 4402	N/A	PC Construction	36,292 (A)	9/2018 (A) (R)
P	Sch, D.D., C.D.,A.C.	5. Addition/Reno, South Portland, ME, Daniel Cecil	South Portland School Department, Rafe Forland, 207- 871-0555	N/A	PC Construction	40,800 (A)	8/2014 (A) (R)
P	Sch, D.D., C.D.,A.C.	6. Andres Hall & Zimmerman, Hanover, NH, Mark Lee	Dartmouth College, Patrick O'Hern, 603-646-1110	N/A	North Branch Construction	40,365 (A)	8/2024 (A) (R)
P	Sch, D.D., C.D.,A.C.	7. PK-8 New School, Rumford, ME, Lisa Sawin	RSU 10, Deb Alden, 207-369-5560	N/A	N/A	74,900 (E)	8/2026 (E) (N)
P	Sch, D.D., C.D.,A.C.	8. Biddeford High School – Addition & Renovations, Biddeford, ME, Jeffrey Larimer	Biddeford School Department, Terry Gauvin, 207-282-8280	N/A	Ledgewood Construction	26,200 (A)	8/2012 (A) (R)
P	Sch, D.D., C.D.,A.C.	9. Wentworth Intermediate School, Scarborough, ME, Daniel Cecil	Scarborough School Department, Jo Anne Sizemore, 207-730-4100	N/A	Arthur Dudley Contractor Builder	28,073 (A)	12/2014 (A) (N)
P	Sch, D.D., C.D.,A.C.	10. Yarmouth Elementary School, Yarmouth, ME, Mark Lee	Yarmouth School Department, Andrew Dolloff, 207-846-5586	N/A	PC Construction	24,320 (A)	5/2023 (A) (R)
P	Sch, D.D., C.D.,A.C.	11. Pelham Memorial Middle School, Pelham, NH, Mark Lee	SAU 28, Chip McGee, 603-635- 1145	N/A	BP&S	28,592 (A)	8/2024 (A) (R)
P	Sch, D.D., C.D.,A.C.	12. Saccarappa, Westbrook, ME, Daniel Cecil	Westbrook School Department, Peter Lancia, 207-854-0800	N/A	Arthur Dudley Contractor Builder	16,639 (A)	8/2019 (A) (R)
P	Sch, D.D., C.D.,A.C.	13. RSU #64 Elementary School, Corinth, ME, Jeffrey Larimer	RSU 64, Rhonda Sperrey, 207-285- 3334	N/A	Nickerson & O'Day	21,682 (A)	8/2016 (A) (N)
P	Sch, D.D., C.D.,A.C.	14. Margaret Chase Smith Reno & Addition, Sanford, ME, Lisa Sawin	Sanford School Department, David Theoharides, 207-324-2810	N/A	PC Construction	20,837 (A)	8/2020 (A) (R)

P	Sch, D.D., C.D.,A.C.	15. Center for Biometric Analysis, Bar Harbor, ME, Clifton Greim	The Jackson Laboratory, Patrick Taber, 207-288-5845	N/A	PC Construction	14,281 (A)	10/2018 (A) (N)
P	Sch, D.D., C.D.,A.C.	16. Vertical Harvest Farm, Westbrook, ME, Mark Burnes	Vertical Harvest Maine, Nona Yehia	N/A	Wright-Ryan Construction	49,685 (A)	12/2023 (A) (N)
P	Sch, D.D., C.D.,A.C.	17. Pennichuck Middle School, Nashua, NH, Mark Lee	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	21,475 (A)	12/2022 (A) (R)
P	Sch, D.D., C.D.,A.C.	18. Wellesley Middle School, Wellesley, MA, Lisa Sawin	Town of Wellesley, Joe McDonough, 781-489-4263	N/A	Shawmut Design and Construction	10,204 (A)	9/2021 (A) (R)
P	Sch, D.D., C.D.,A.C.	19. Exeter School District, Co-op Middle School, Stratham, NH, Mark Lee	Exeter School District, Richard Wendell, 603-775-8400	N/A	Harvey Construction	15,074 (A)	9/2021 (A) (R)
P	Sch, D.D., C.D.,A.C.	20. Hometown Health Center, Medical Office a, Newport, ME, Mark Lee	Sebasticoock Family Doctors, Karen Stone, 207-368-5189	N/A	N/A	25,703 (E)	2/2026 (E) (N)
P	Sch, D.D., C.D.,A.C.	21. City of Westbrook Parking Structure, Westbrook, ME, James Fortin	City of Westbrook, Jerre Bryant, 207-854-9105	N/A	Wright-Ryan Construction	20,965 (A)	10/2023 (E) (N)
P	Sch, D.D., C.D.,A.C.	22. Reiche Elementary School, Portland, ME, Lisa Sawin	Portland Public Schools, Xavier Botana, 207-874-8100	N/A	Hardypond Construction	13,299 (A)	1/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	23. Lyseth Elementary School, Portland, ME, Lisa Sawin	Portland Public Schools, Xavier Botana, 207-874-8100	N/A	Hardypond Construction	14,284 (A)	9/2022 (A) (R)
P	Sch, D.D., C.D.,A.C.	24. Longfellow Elementary School, Portland, ME, Lisa Sawin	Portland Public Schools, Xavier Botana, 207-874-8100	N/A	Blane-Casey Construction	12,376 (A)	10/2023 (A) (R)
P	Sch, D.D., C.D.,A.C.	25. Bigelow Lab, E&I Wing, East Boothbay, ME, Mark Lee	Bigelow Laboratory for Ocean Sciences, Deborah Bronk, 207-315-2567	N/A	Consigli Construction	25,974 (E)	1/2025 (E) (N)

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

9b. List All Projects For Which Prime Applicant Is Actively Performing Design-Related Services Or Has Entered Into A Contract To Perform Any Design Services
(Add/subtract rows or pages as needed)

# of Total Projects: 79			# of Active Projects: 79		Total Construction Costs (In Thousands) of Active Projects (excluding studies): \$848,452		
Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location, and Principal-In- Charge	Awarding Authority (Include Contact Name and Phone Number)	Owner's Project Manager	General Contractor or Construction Manager (Include Name and Phone Number)	Project Size & Const. Costs (In Thousands) (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Est.) (R)Renovation or (N)New
P	Sch, D.D., C.D.,A.C.	1. VAMC Elevator Upgrade, Jamaica Plain, MA, James Fortin	Department of Veterans Affairs Medical Center, Thomas Loos, 207- 623-8411	N/A	N/A	1,000 (E)	10/23 (E) (R)
P	Sch, D.D., C.D.,A.C.	2. VAMC Damaged Door Replacement Ph1, Brockton, MA, James Fortin	Department of Veterans Affairs Medical Center, Andre Doyon, 774- 826-1262	N/A	Williams Building Company	4,125 (E)	10/23 (E) (R)
P	Sch, D.D., C.D.,A.C.	3. VAMC Damaged Door Replacement, West Roxbury, MA, James Fortin	Department of Veterans Affairs Medical Center, Michael Muller, 603-624-4366	N/A	N/A	2,160 (E)	10/24 (E) (R)
P	Sch, D.D., C.D.,A.C.	4. VAMC Damaged Door Replcement Ph2, Brockton, MA, James Fortin	VA Medical Center Manchester, Andre Doyon, 774-826-1262	N/A	N/A	2,050 (E)	10/23 (E) (R)
P	Sch, D.D., C.D.,A.C.	5. VAMC A-E Upgrade Physical Therapy, Brockton, MA, James Fortin	Department of Veterans Affairs Medical Center, Joel Bloom, 207- 623-8411	N/A	N/A	3,800 (E)	12/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	6. VAMC Replace Doors & Upgrade Card Access, Jamaica Plain, MA, James Fortin	VA Medical Center Manchester, Linda Ward, 603-626-6510	N/A	N/A	3,000 (E)	10/23 (E) (R)
P	Sch, D.D., C.D.,A.C.	7. Edward Little, Auburn, ME, Lisa Sawin	Auburn School Department, Cornelia Brown, 207-784-6431	N/A	Arthur Dudley Contractor Builder	110,485 (A)	9/2024 (A) (N)
P	Sch, D.D., C.D.,A.C.	8. Bowdoin College, Fire Alarm & CO System, Brunswick, ME, David Story	Bowdoin College, Eric Douglas, 207-725-3242	N/A	Deblois Electric	598 (A)	10/2024 (A) (R)
P	St.	9. University of Maine Orono, Arc-Flash Analysis, Orono, ME, David Story	University of Maine System, Ken Doiron, 207-581-2634	N/A	N/A	-	5/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	10. City of Portland, Barron Center, Generator, Portland, ME, David Story	City of Portland, Jeralyn Logue, 207-541-6544	N/A	Regional Electric	649	12/2023 (A) (R)
P	Sch, D.D., C.D.,A.C.	11. Pelham Memorial Middle School, Pelham, NH, Mark Lee	SAU 28, Chip McGee, 603-635- 1145	Trident	BP&S	28,592 (A)	8/2024 (A) (R)
P	Sch, D.D., C.D.,A.C.	12. Waterstone Properties, Rock Row Building 1A, Westbrook, ME, Mark Burnes	Dirigo Center Developers, Lisa Chin, 781-559-3301	N/A	Seppala Construction Co	3,822 (A)	10/2023 (A) (N)
P	Sch, D.D., C.D.,A.C.	13. Yarmouth Elementary School, Yarmouth, ME, Mark Lee	Yarmouth School Department, Andrew Dolloff, 207-846-5586	Scott Beatty	PC Construction	24,320 (A)	5/2023 (A) (R)
P	Sch, D.D., C.D.,A.C.	14. Longfellow Elementary School, Portland, ME, Lisa Sawin	Portland Public Schools, Xavier Botana, 207-874-8100	CHA	Blane-Casey Construction	12,376 (A)	10/2023 (A) (R)

P	Sch, D.D., C.D.,A.C.	15. Presumpscot Elementary School, Portland, ME, Mark Lee	Portland Public Schools, Xavier Botana	CHA	Great Falls Construction	15,467 (A)	9/2022 (A) (R)
P	Sch, D.D., C.D.,A.C.	16. Reiche Elementary School, Portland, ME, Lisa Sawin	Portland Public Schools, Xavier Botana, 207-874-8100	CHA	Hardypond Construction	13,299 (A)	1/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	17. Regional Electric, 218 Washington Street, Portland, ME, David Story	Regional Electric, LLC, Frank Lemelin	N/A	Regional Electric	6,000 (E)	12/2023 (E) (N)
P	Sch.	18. Artel Corporation, Expansions, Westbrook, ME, Mark Burnes	Advanced Instruments/Artel, Inc., Alex LaFrance	N/A	Ledgewood Construction	24,163 (E)	12/2023 (E) (R)
P	Sch, D.D., C.D.,A.C.	19. State of NH, Hillsborough County Superior Court, Nashua, NH, David Story	State of New Hampshire, David Goulet, 603-271-1639	N/A	Brookstone Builders	40 (E)	10/2023 (E) (R)
P	Sch, D.D., C.D.,A.C.	20. PK-8 New School, Rumford, ME, Lisa Sawin	RSU 10, Deb Alden, 207-369-5560	N/A	N/A	74,900 (E)	8/2026 (E) (N)
P	Sch, D.D., C.D.,A.C.	21. City of Westbrook Parking Structure, Westbrook, ME, James Fortin	City of Westbrook, Jerre Bryant, 207-854-9105	N/A	Wright-Ryan Construction	20,965 (A)	10/2023 (E) (N)
P	Sch, D.D., C.D.,A.C.	22. Vertical Harvest Farm, Westbrook, ME, Mark Burnes	Vertical Harvest Maine, Nona Yehia	N/A	Wright-Ryan Construction	49,685 (A)	12/2023 (A) (N)
P	St.	23. Scarborough Public Schools, Primary School, Scarborough, ME, Lisa Sawin	Scarborough School Department, Geoffrey Bruno	N/A	N/A	-	N/A
P	Sch, D.D., C.D.,A.C.	24. New Middle School, Nashua, NH, Lisa Sawin	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	79,207 (A)	8/2024 (A) (N)
P	Sch, D.D., C.D.,A.C.	25. Pennichuck Middle School, Nashua, NH, Mark Lee	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	21,475 (A)	12/2022 (A) (R)
P	Sch, D.D., C.D.,A.C.	26. Hometown Health Center, Medical Office a, Newport, ME, Mark Lee	Seabasticook Family Doctors, Karen Stone, 207-368-5189	N/A	N/A	25,703 (E)	2/206 (E) (N)
P	Sch, D.D., C.D.,A.C.	27. West End Yards, Commercial Building, Portsmouth, NH, Mark Burnes	Cate Street Development LLC, John O'Connor, 781-404-4240	N/A	Eckman Construction	8,524 (A)	3/2023 (A) (N)
P	Sch, D.D., C.D.,A.C.	28. Andres Hall & Zimmerman, Hanover, NH, Mark Lee	Dartmouth College, Patrick O'Hern, 603-646-1110	N/A	North Branch Construction	40,365 (A)	8/2024 (A) (R)
P	Sch, D.D., C.D.,A.C.	29. Agren Appliance Distribution Center, Auburn, ME, Mark Burnes	Agren Appliance, Jason Agren, 207-784-5925	N/A	Zachau Construction	10,318 (A)	9/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	30. Dorothea Dix Toilet Room Upgrades, Bangor, ME, David Story	Dorothea Dix Psychiatric Center, Mark Faulkner, 207-561-5516	N/A	N/A	1,347 (E)	9/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	31. The Jackson Laboratory, Building 28, Bar Harbor, ME, Mark Lee	The Jackson Laboratory, Eric Sturm, 207-288-6716	N/A	Landry French Construction	11,182 (A)	12/2023 (E) (R)
P	Sch, D.D., C.D.,A.C.	32. Bowdoin College, H&L Library Fire Alarm, Brunswick, ME, David Story	Bowdoin College, James Diemer, 207-798-4225	N/A	Deblois Electric	292 (E)	10/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	33. Fish River Rural Health, Main Street Health, Madawaska, ME, Mark Lee	Fish River Rural Health, Heather Pelletier, 207-444-5973	N/A	Devoe Construction	13,820 (A)	12/2024 (E) (N)

P	Sch, D.D., C.D.,A.C.	34. SCRFHC, Princeton Health Center Renovation, Princeton, ME, Mark Lee	St. Croix Regional Family Health Center, Corinne LaPlante, 207-796-5503	N/A	Ducas Construction	4,083 (A)	3/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	35. Scituate, MA, Water Treatment Plant, Scituate, MA, Mark Lee	Woodard & Curran, Renee Lanza, 978-482-7903	N/A	N/A	35,000 (E)	6/2025 (E) (N)
P	Sch, D.D., C.D.,A.C.	36. PNSY, B299 Life Safety Upgrades, Kittery, ME, James Fortin	CCI Energy and Construction Services, LLC, Chris Fedor, 207-242-7142	N/A	CCI	250 (E)	3/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	37. Lewiston Memorial Armory Study, Lewiston, ME, Mark Lee	City of Lewiston, Louie Turcotte, 207-513-3003	N/A	Ducas Construction	3,042 (A)	6/2024 (E) (R)
P	Sch, D.D., C.D.	38. Cheverus High School, Ocean Avenue Athletic Fields, Portland, ME, Mark Lee	Cheverus High School, Randolph Shaw, 207-774-6238	N/A	N/A	3,815 (E)	N/A (R)
P	St.	39. State of NH, Spaulding Building, HVAC, Concord, NH, David Story	State of New Hampshire, David Goulet, 603-271-1639	N/A	N/A	-	N/A
P	St.	40. State of NH, Supreme Court HVAC Replacement, Concord, NH, David Story	State of New Hampshire, David Goulet, 603-271-1639	N/A	N/A	-	N/A
P	Sch, D.D., C.D.,A.C.	41. UNH, 2013-1155 Huddleston Hall Renovation, Durham, NH, Mark Lee	University of New Hampshire, Jeremiah Johnson, 603-862-5440	N/A	Engleberth Constuction	19,879 (A)	3/2024 (E) (R)
P	Sch, D.D., C.D.	42. State of Maine, DVEM, Norway Readiness C, Norway, ME, Mark Lee	State of Maine, Bureau of General Services, Paul LaPoint, 207-430-6329	N/A	N/A	12,520 (E)	12/2025 (E) (R)
P	St.	43. WFM – HVAC Upgrades, Bedford, MA, Mark Burnes	e2s energy efficiency services, llc, Mike Guldenstern, 603-738-7000	N/A	N/A	-	N/A
P	St.	44. WFM – HVAC Upgrades, Hingham, MA, Mark Burnes	e2s energy efficiency services, llc, Mike Guldenstern, 603-738-7000	N/A	N/A	-	N/A
P	St.	45. WFM River Street, Cambridge, MA, Mark Burnes	e2s energy efficiency services, llc, Mike Guldenstern, 603-738-7000	N/A	N/A	-	N/A
P	St.	46. Lewiston Housing Authority, Hillview, Lewiston, ME, Mark Burnes	Lewiston Housing Authority, Seth Wright	N/A	N/A	-	N/A
P	St.	47. City of Augusta, Facilities Master Plan, Augusta, ME, Mark Lee	City of Augusta, Matthew Nazar, 207-626-2365	N/A	N/A	-	N/A
C	Sch, D.D., C.D.,A.C.	48. Honeywell, Ventilation Upgrades, ME, David Story	Honeywell, Inc., Bob Marcotte, 207-695-3182	N/A	CCB Construction Services	N/A	12/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	49. AOS 91, Connors Emerson School, Bar Harbor, ME, Lisa Sawin	AOS 91, Michael Zboray, 207-288-5049	N/A	N/A	48,732 (E)	8/2027 (E) (N)
C	Sch, D.D., C.D.,A.C.	50. Honeywell, Brownville Elementary School, Brownville, ME, David Story	Honeywell, Inc., Bob Marcotte, 207-695-3182	N/A	CCB Construction Services	N/A	12/2024 (E) (R)
P	St.	51. Newburyport High School Interior Space Utilization, Newport, MA, Mark Lee	Newburyport Public Schools, Stephen Bergholm	N/A	N/A	-	9/2023 (R)
P	Sch, D.D., C.D.,A.C.	52. Bigelow Lab, E&I Wing, East Boothbay, ME, Mark Lee	Bigelow Laboratory for Ocean Sciences, Deborah Bronk, 207-315-2567	N/A	Consigli Construction	25,974 (E)	1/2025 (E) (N)

P	Sch, D.D., C.D.,A.C.	53. Dartmouth College, 15 Webster Renovation, Hanover, NH, Mark Lee	Dartmouth College, Patrick O'Hern, 603-646-1110	N/A	Estes and Gallup	1,500 (E)	6/2023 (A) (R)
P	Sch, D.D., C.D.,A.C.	54. Nashua School District, Birch Hill Elementary School, Nashua, NH, Lisa Sawin	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	7,164 (A)	8/2025 (E) (R)
P	Sch, D.D., C.D.,A.C.	55. Nashua School District, Main Dunstable Elementary School, Nashua, NH, Lisa Sawin	Nashua School District, Shawn Smith, 606-966-1000	N/A	Harvey Construction	7,051 (A)	8/2025 (E) (R)
P	Sch, D.D., C.D.,A.C.	56. USM, Bailey Hall Center for Teaching Innovation, Gorham, ME, Mark Lee	University of Southern Maine, Thomas Blanchard, 207-780-4751	N/A	Benchmark Construction	763 (A)	10/2023 (E) (R)
P	St.	57. Town of Atkinson NH, Police Conceptual Design, Atkinson, NH, Mark Lee	Town of Atkins, NH, John Apple, 603-362-1064	N/A	N/A	8,073 (E)	12/2023 (E) (N)
P	Sch, D.D., C.D.,A.C.	58. Tom's of Maine, Water Treatment, Sanford, ME, Mark Burnes	EA Inc., Kelly Whalen, 781-820- 8154	N/A	N/A	-	9/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	59. New England College Science Building Ren, Henniker, NH, Mark Lee	New England College, Daniel Gearan, 603-428-2372	N/A	N/A	3,599 (E)	7/2025 (E) (R)
P	Sch, D.D., C.D.,A.C.	60. Hospice of Southern Maine, Gosnell Memorial Hospital, Scarborough, ME, David Story	Hospice of Southern Maine, Mitch Daigle, 207-470-0276	Cordjia Capital Projects Group	Johnson & Jordan	280 (E)	1/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	61. EMCC, Early Childhood Center, East Millinocket, ME, Mark Lee	Eastern Maine Community College, Elizabeth Russell, 207-974-4600	N/A	Bowman Construction	3,081 (A)	8/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	62. MSAD 75, Districtwide Site Improvements, Topsham, ME, Lisa Sawin	MSAD 75, Shawn Johansen, 207- 729-1548	N/A	Ray Labbe and Sons	1,384 (A)	9/2024 (E) (R)
P	St.	63. Procter & Gamble, Compressed Air, Chiller, Auburn, ME, David Story	Procter & Gamble, Aaron Oritz, 207-753-4000	N/A	N/A	-	12/2023 (E) (R)
P	Sch, D.D., C.D.,A.C.	64. TD Bank, 6AW Electrical Distribution Modifications, Lewiston, ME, David Story	TD Bank, N.A., Gary Kaganowich, 917-282-5432	N/A	N/A	140 (E)	6/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	65. Procter & Gamble, Line 87 Room, Auburn, ME, James Fortin	Procter & Gamble, Aaron Oritz, 207-753-4000	N/A	Cianbro	85 (E)	10/2023 (A) (R)
P	St.	66. MSAD 6, Facilities Master Planning Services, Buxton, ME, Lisa Sawin	MSAD 6, Clay Gleason, 207-929- 3831	N/A	N/A	-	12/2023 (E)
P	Sch, D.D., C.D.,A.C.	67. University of Maine Orono, Boudreau Hall, Orono, ME, Mark Lee	University of Maine System, Jacob Olsen	N/A	N/A	500 (E)	12/2023 (E) (R)
P	Sch, D.D., C.D.,A.C.	68. Oxford Hills Technology School Building, South Paris, ME, Lisa Sawin	Oxford Hills Technical School, Heather Manchester, 207-743- 8972	N/A	Benchmark Construction	1,839 (A)	6/2024 (E) (N)
P	St.	69. Hillsborough County, Facility Assessment, Goffstown, NH, David Story	Hillsborough County, Mary-Kay MacNichol, 603-627-5629	N/A	N/A	-	12/2023 (E)
P	Sch, D.D., C.D.,A.C.	70. Mi'kmaq Nation, Fish Hatchery Expansion, Carobou, ME, Mark Lee	Mi'kmaq Nation, Shannon Hill, 207- 764-7636	N/A	N/A	2,000 (E)	12/2024 (E) (N)
P	St.	71. MSAD 17, Feasibility and Planning Studies, South Paris, ME, Lisa Sawin	Oxford Hills Technical School, Heather Manchester, 207-743- 8972	N/A	N/A	-	11/2024 (E)

P	Sch, D.D., C.D.,A.C.	72. Benchmark Construction, Portland Funeral Home, Portland, ME, Mark Burnes	Benchmark Construction, Jason Jendrasko, 207-591-7600	N/A	Benchmark Construction	4,950 (E)	10/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	73. Procter & Gamble, North Chiller Replacement, Auburn, ME, David Story	Procter & Gamble, Aaron Oritz, 207-753-4000	N/A	Cianbro	150 (E)	11/22/2023 (E) (R)
P	Sch.	74. TD Bank Bedford Park Office OPT, Bedford, NH, Mark Lee	TD Bank, N.A., Manon Mosher, 802-881-3413	N/A	N/A	-	8/2023 (A) (R)
P	St.	75. City of Bath, Vulnerability Assessment, Bath, ME, Mark Lee	City of Bath, Rod Melanson, 207- 443-8363	N/A	N/A	-	11/2023 (A)
P	Sch, D.D., C.D.,A.C.	76. Hunter's Shop & Save, Wolfeboro, NH, Mark Burnes	EAC LLC, Dan Craffey, 207-310- 0925	N/A	N/A	4,400 (E)	7/2024 (E) (N)
P	Sch, D.D., C.D.,A.C.	77. University of Maine at Machias, Dorward Hall, Machias, ME, Mark Lee	University of Maine System, Elizabeth Simonds, 207-581-2641	N/A	N/A	400 (E)	6/2024 (E) (R)
P	Sch, D.D., C.D.,A.C.	78. Region 9 School of Applied Technology, Mexico, ME, Lisa Sawin	School of Applied Technology - Region 9, Brenda Gammon, 207- 364-3764	N/A	N/A	4,069 (E)	3/2025 (E) (N)
C	Sch, D.D., C.D.,A.C.	79. The Jackson Laboratory, B53 Laboratory Addition, Bar Harbor, ME, Mark Lee	Flad Architecture, Rachael Nelan	N/A	Consigli Construction	30,000 (E)	5/2026 (E) (N)

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10 Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.

See Tab XX - Project Approach and Understanding

11 Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
XL Specialty Insurance Co.	\$4,000,000	DPR9986943	12/31/2023

12 Have Monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).
NO

13 Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	ME Reg #	Status/Discipline	Name	Title	ME Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14 If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	ME Reg #	Status/Discipline	Name	Title	ME Reg #	Status/Discipline
a. Mark D. Lee	CEO	ARC3640	Architect	d. Lisa D. Sawin	Principal	ARC4470	Architect
b. James C. Fortin	COO	PE9559	Engineer	e. David W. Story	Principal	PE12653	Engineer
c. Mark J. Burnes	Principal	ARC1860	Architect	f.			

15 Names Of All Owners (Stocks Or Other Ownership):

Name And Title	Ownership	ME Reg #	Status/Discipline	Name And Title	Ownership	ME Reg #	Status/Discipline
a. Mark D. Lee, CEO	100 shares	ARC3640	Architect	d. Lisa D. Sawin, Principal	100 shares	ARC4470	Architect
b. James C. Fortin, COO	100 shares	PE9559	Engineer	e. David W. Story, Principal	100 shares	PE12653	Engineer
c. Mark J. Burnes, Principal	100 shares	ARC1860	Architect	f.			

16 I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by
(Signature)



Printed Name and Title Lisa Sawin, AIA, LEED AP, MCPPO Date **8/31/23**

ATTACHMENT E - Designer Subconsultant List Form

Cape Elizabeth School Project

*Please indicate if discipline is being performed by the Firm

No.	RFQ Required Categories of Work	Subconsultant Firm Name & Address	Subconsultant Prime Contact	Professional Registration/License #	MBE/WBE
1	Architecture	Harriman 46 Harriman Drive Auburn, ME 04210	Lisa Sawin, AIA, LEED AP BD+C	ME Registration # ARC44770	
2	Educational Programming	New Vista 32 Sheridan St. Jamaica Plain, MA 02130 Harriman 46 Harriman Drive Auburn, Maine 04210	David Stephen, M. Ed. Educational Planner/Architect Lisa Sawin, AIA, LEED AP BD+C	N/A ME Registration # ARC44770	
3	Interior Design	Harriman 46 Harriman Drive Auburn, Maine 04210	Peter Pinkerton, IIDA	ME # CID2719	
4	Civil Engineering	Gorill Palmer 300 Southborough Dr. South Portland, ME 04106	Alton Palmer, PE	ME License #6251	
5	Landscape Architecture	Gorill Palmer 300 Southborough Dr. South Portland, ME 04106	Alton Palmer, PE	ME License #6251	
6	Structural Engineering	Harriman 46 Harriman Drive Auburn, ME 04210	James Fortin, PE	ME # PE9559	
7	Fire Protection Engineering	Jenson Hughes One Research Drive, Suite 305C Westborough, MA 01581	Kurt Ruchala, PE, Fire Protection Engineer, Director	ME License # PE14169	
8	Plumbing Engineering	Harriman 46 Harriman Drive Auburn, ME 04210	David Story, PE	ME # PE12653	
9	HVAC Engineering	Harriman 46 Harriman Drive Auburn, ME 04210	David Story, PE	ME # PE12653	
10	Electrical/Lighting	Harriman 46 Harriman Drive Auburn, ME 04210	Chelsea Hadsel, PE	ME # PE17097	
11	Data/Communications	Edvance Technology Design 300 Brickstone Square, Unit 201 Andover, MA 01810	Douglas Faria	N/A	
12	Environmental Permitting	Gorill Palmer 300 Southborough Dr. South Portland, ME 04106	Alton Palmer, PE	ME License #6251	
13	Geotechnical Engineering	R.W. Gillespie & Associates, Inc. 20 Pomerleau Street, Suite 100 Biddeford, ME 04005	Erik Wiberg, PE Principal Geotechnical Engineer	ME License #9178	
14	Geoenvironmental Engineering	R.W. Gillespie & Associates, Inc. 20 Pomerleau Street, Suite 100 Biddeford, ME 04005	Erik Wiberg, PE Principal Geotechnical Engineer	ME License #9178	
15	Hazardous Materials	Haley Ward 120 Main Street, Suite 132 Saco, ME 04072	Dennis Kingman, Jr. CHMM Vice President, Senior Proj. Mgr.	N/A	
16	Cost Estimating	PCM Company 94 Auburn Street, Suite 207 Portland, ME 04103	Kyla Magnusson	N/A	WBE
17	Kitchen/Food Service Consultant	Crabtree McGrath Associates, Inc. 161 W Main St. Georgetown, MA 01833	John Sousa, President	N/A	
18	Acoustical Consultant	Acentech 33 Moulton Street Cambridge, MA 02138	Nicole Cuff, PE, LEED AP BD+C Acoustics Project Manager	N/A	
19	Specifications Consultant	Kalin Associates, Inc. PO Box 420 Natick, MA 01760	Mark Kalin, FAIA, FCSI, LEED	N/A	
20	Library/Media	Harriman 46 Harriman Drive Auburn, Maine 04210	Kathryn Austin	N/A	

21	Technology Consultant/Audio Visual Consultant	Edvance Technology Design 300 Brickstone Square, Unit 201 Andover, MA 01810	Douglas Faria	CTS, Cert. #404921	
22	Sustainable/Green Design/Renewable Energy Consultant	Thornton Thomasetti 14 York Street Portland, ME 04101	Vamshi Gooje, LEED AP BD+C, BEMP, CEM		
23	Code Consultant	Jenson Hughes One Research Drive, Suite 305C Westborough, MA 01581	Kurt Ruchala, PE, Fire Protection Engineer, Director	ME License # PE14169	
24	Accessibility Consultant	Jenson Hughes One Research Drive, Suite 305C Westborough, MA 01581	Kurt Ruchala, PE, Fire Protection Engineer, Director	ME License # PE14169	
25	Traffic Consultant	Gorill Palmer 300 Southborough Dr. South Portland, ME 04106	Alton Palmer, PE	ME License #6251	
26	Furniture, Fixtures and Equipment Consultant	Harriman 46 Harriman Drive Auburn, Maine 04210	Kathryn Austin	N/A	
27	Site Surveying	Gorill Palmer 300 Southborough Dr. South Portland, ME 04106	Alton Palmer, PE	ME License #6251	
28	Security Consultant	Good Harbor Techmark 17 Accord Park Dr, Suite 201 Norwell, MA 02061	Matthew Allain	N/A	



Lyseth Elementary School - Renovations / Addition, Portland, Maine

Project Approach and Understanding

Response to Question 10



Edward Little High School - Welcoming Entrance, Auburn, Maine

Project understanding – Strengthening Trust in the Process

The task of designing a renovation, addition or new school that reflects and supports Cape Elizabeth's educational program, educational, architectural and community priorities and is supported by the community is no small task. However, it is a task that we approach with sensitivity to lessons learned from past studies and projects, to scale, passion for student centered design and a desire to collaborate with the Town of Cape Elizabeth, the Cape Elizabeth School District, The School Building Advisory Committee (SBAC), the Owner's Project Manager (OPM) and the many stakeholders within the Cape Elizabeth Community.

As the leader of Harriman's PK-12 Studio I bring vast experience and success in guiding building committees such as the SBAC and the public voters. I, Lisa Sawin, will serve as the Principal in Charge and Project Manager during the Study. I most recently led similar successful processes in Bar Harbor, Rumford, Portland and Auburn, Maine as well as various communities throughout New England over the span of my career. My team and I will review the previous work, educational program, vision, mission, values and district strategic goals. Our goal will be to develop multiple cost effective and viable options at various price points within the \$60M-\$120M range. They will be presented to the SBAC and various subcommittees throughout the project. The final plan will be based on the implementation of the school's educational program and financial feedback from the SBAC.

Our familiarity with Cape Elizabeth, Maine based on past work, office and personal proximity, our vast experience in executing similar successful projects throughout the state of Maine and in New England, our in-depth knowledge of Maine regulations, procurement requirements, and Maine Department of Education Guidelines and robust community engagement process will allow us to hit the ground running and help to continue to strengthen trust in the process and within the overall community. The result will be a project design built upon your community's vision and at a cost that is supported by stakeholders and that leads to a successful November 2024 referendum.

Approach – Future Focused Educational Best Practices

Our approach to collaborating with the Town of Cape Elizabeth, the Cape Elizabeth Public Schools, the SBAC, OPM and various other stakeholders on this Pond Cove Elementary School and Cape Elizabeth Middle School builds upon our team's collective passion for and strong experience in PK-12 architecture and is centered around three key areas:

1. Student- Centered Design - Elementary and Middle schools must respond to the range of physical, social and cognitive development children undergo during these formative years.

2. A school that supports the Cape Elizabeth Educational Program - Designing a building that promotes the educational, architectural and community priorities of Cape Elizabeth.
3. Community and Stakeholder Engagement – Facilitating and/or supporting enhanced community engagement and communication plan.

Student Centered Design

We delight in creating school environments that are warm and welcoming, bright and uplifting, and organized in a clear and meaningful way which promotes a sense of security and confidence to allow curiosity, creativity and risk taking in educational pursuits. We believe buildings can provide lessons for learning and even promote learning. A student centered school supports all learning styles/abilities, and is accessible to all.

The Harriman Team will work with you in creating a building that encourages opportunities for the building to be much more than just a backdrop to a rigorous education.

Design Strategy 1: Welcoming Yet Secure

It all starts with the greeting. Providing security does not mean sacrificing friendliness and openness. Today's technologies allow greatly enhanced security without the need for a bunker. And school entrances provide another opportunity to layer gathering and learning opportunities into otherwise underutilized space.

Design Strategy 2: Wayfinding

Signage immediately comes to mind with the notion of way-finding, but design strategies such as spatial clustering, use of color, effective daylighting, and access to views both internally space to space and externally to the landscape are some examples of strategies for organization that foster spatial understanding, especially for developing young minds.

Design Strategy 3: Child Scale Design

Designing with the size of a elementary and middle school child in mind promotes a sense of well-being. Creating spaces for a variety of group sizes in a comfortable scale allows children to learn and engage without being overwhelmed.

A school that supports the Cape Elizabeth Educational Program

We understand that the Educational Plan / Program is actively being developed and refined by the Cape Elizabeth School Department. We look forward to digesting the program with the School Department, the OPM's Educational Planners and our Educational Programming team. This is a critical step in a successful school project. We have teamed up with David Stephen of New

Vista Design to join us in this effort. David and I have collaborated on many projects to successfully interpret educational programs into cost effective architectural solutions for various communities. Our process ensures that we understand the educational, architectural and community priorities and translates them into a unique design language of guiding principles, design patterns and a community generated design statement that captures the essence of Cape Elizabeth's Schools and community.

It is important that the team help the community translate the educational program and educate them on the changes in educational delivery, the barriers the existing building presents and best practices in "future focused" school design. David's background as an educator and architect coupled with my experience in PK-12 design and role as a board member on Educate Maine, a cross section of Maine business and educational leaders focused on aligning workforce needs with education, will aid the team in this effort. Refer to the Stakeholder and community engagement section below for more information about our process in engaging the community early in this effort.

Elementary and Middle Schools must respond to the range of physical, social, and cognitive development children undergo during these formative years. We design learning environments based on the developmental stages of the children they support.



Learning Commons, formerly known as libraries, play a role in developing a more personalized approach to learning. Elementary school library environments offer places to create, learn and engage with books, media, and artifacts. They provide a compliment of spaces from enclosed or semi-enclosed spaces for small groups, suitable for storytelling, individual learning and role playing.



Learning Communities | A small learning community helps foster a sense of belonging. It is made up of a series of learning studios (formally known as classrooms) surrounding a shared open team commons - encouraging not just traditional schooling, but the development of social skills, teamwork and project based learning.



We will work closely with you to develop a detailed architectural program utilizing the Maine Department of Education Space Allocation Workbook (SAW) and guidelines. We make sure all spaces are documented in comparison to the State guidelines and substantiate with the stakeholders what needs drive the architectural program and knowing each project and program is unique if any fall outside those standards clearly articulate why. For example, two recent projects required two gymnasiums based on student population, required program time and schedule. A schedule was created to demonstrate the need for this additional space and pros and cons were identified regarding one gymnasium versus two. With a public process it is important that we can substantiate all decisions.

We look forward to collaborating with Cape Elizabeth school dept and a variety of stakeholders (students, staff, administration, school Board, parents, and community members) in creating viable options for an innovative school building that meets the learning and teaching needs of your students, staff and community.

Communication and Stakeholder/ Community Engagement

Every building has a story; a narrative it conveys to its visitors, a set of guiding principles it reinforces for its occupants, and a sense of belonging it shares with its internal and external community. We refer to this story as the building's Design Statement. We develop this core vision through Stakeholder and Community Engagement.



Stakeholder Engagement

We will facilitate and support a stakeholder engagement process along with our Educational Programmer, David Stephen. A process that centers around listening, sharing and community engagement. The first step in any successful community school project is to listen. We'll look to spend time specifically with the staff and teachers involved in the education process and day-to-day function of the building to best understand the previous programming efforts, schedules, adjacencies, areas of congestion, and opportunities for exploration. Engaging the students in the process develops agency and a sense of belonging. We love hearing from the children attending the schools we work with; their perspective (both literally and figuratively) is critical in understanding how small adjustments in the design can make a monumental impact on the experience of students. We anticipate utilizing a few key tools to engage students in this process: Design charrettes; Integrated student artwork; and Learning opportunities. A great example of this is the work we facilitated with the Edward Little High School students on their perception of safety. I presented the results of our work with students and how it informed the

building in a talk for A4LE, ASIS International and EdSpaces titled: "Perception is Reality: How Design can Impact Perception of Safety". We know much work has been done to date and we will look to adapt our process to build upon that work and ensure that we harness the value of that work, yet ensure the end result reflects your needs. We know there will be many experienced and passionate voices in the leadership and administration, SBAC and other stakeholders. We hope to work closely with them to harness the power of the community, keeping them updated and involved with each step of the process.

Community Engagement

We will conduct community forums to present the information we have gathered, the connections we see and opportunities to be stewards and an integrated part of the community fabric to foster community dialog. The first community forum will focus on crafting the design statement and will center around three key areas:

1. Best Practices: We will educate the community on the future focused best practices for elementary and middle school design.
2. Interactive Exercise: We will facilitate a three-step process that creates consensus around the essence of Pond Cove Elementary School and Cape Elizabeth Middle School and the design strategies and patterns that support it's unique vision. Building upon the participant's knowledge of the community, their newfound knowledge of best practices, the essence of their community school and design patterns that support the overall vision, a design statement is born.
3. Design statement: We'll tie the agreed-upon design statement back at each step of the design process to confirm the essence of the design statement is captured in the architectural outcomes.

A second forum would focus on the design options and will be centered around three key areas:

1. Desing Language: Review of the design language and design statement created by the community.
2. Review of Options: Review of the various options that illustrate the team has listened and how the design language and statement were incorporated into each option.
3. Interactive Exercise: We will facilitate a process that solicits real-time feedback on the options from participants that will aide the stakeholders in the decision-making process. This can be adapted or supplemented with online surveys to reach a broader audience.

What's missing? You: The Educational Program, the Vision, the Design Statement, is about the people who make up the Cape Elizabeth, Pond Cove Elementary and Cape Elizabeth Middle school: the students, the teachers, the staff, the parents, and the community as a whole. You'll find in working with us that we seek to balance forward-thinking educational methodologies with tried-and-true practices, placing great emphasis on the particular ways in which your students are actively participating in their school experience each and every day. Engagement with you, the stakeholders, at each step is what allows us to craft each School's unique story – one that can be experienced over and over again like a beloved fairy tale.

School Design Best Practices

Harriman has developed a series of best practices for school design from our experience collaborating with communities and partners in New England.

Practices such as:

- Creating classroom communities or teams to enhance social connections.
- Establishing a single secure and welcoming entrance that celebrates the community.
- Integrating library, technology, and social learning resources into a "Learning Commons".
- Dispersing technology where access is ubiquitous.
- Introduce transparency for passive supervision and to celebrate learning.
- Provide social development spaces (campfire spaces, cave spaces-student-directed areas within the broader educational environment).
- Engaging the natural world for learning opportunities and healthy living.

Communication

We prioritize clear and concise project, and community communication. We will work with you to strike a balance on the quantity and rhythm of formal communication to the stakeholders and community. Initially collaborating to define and communicate the Why, Why Now, Goals, as well as program and building inefficiencies and/or deficiencies. Emily Waugh is a talented graphic

communicator. Her ability to summarize information in salient points with supporting graphics allows us to support you with project communication throughout the project. The amount of information generated throughout a project can be overwhelming if not clearly organized and articulated. We have worked with many districts to provide high level communications and detailed communications as various stakeholders may want the "cliff notes" while others prefer to do a deep dive. Great examples of our communication efforts and support is evident in the Scarborough School K-8 Strategic Project (<https://www.scarboroughschools.org/new-sps-building-project>) You will find one-page flyers, videos explaining the thinking behind the design and "start here" documents that we are constantly generating and updating with their communication subcommittee.

- We can facilitate and /or support a robust community engagement process throughout the study, concept design and leading up to referendum.

Development of options:

Building upon past studies, design options and established or desired budgets involves relooking at the data and coming up with creative solutions that meet the project parameters. It also requires us to engage in some difficult conversations around priorities, "needs" versus "wants" and what solution best addresses the project parameters which may not always incorporate everything that is desired. Our recent experience with delivering four occupied addition/renovation projects, three simultaneously, for Portland Public Schools within an existing approved bond of \$64M that was greatly impacted by escalation, is a great example of what can be achieved when we work together to define a clear set of priorities, illustrate what can be achieved within the established budget and how you can convert 1950s schools into future focused school facilities that support the educational, architectural and community priorities.

Steps to a successful referendum:

Having recently led the community of Bar Harbor, Maine to a successful local referendum of \$58M dollars in less than a years' time we acutely understand the task at hand. It will involve a dedicated group of professionals, stakeholders and community members to achieve this. There are many tools that we have utilized on past projects but each project and community is unique. We will work with you to create a set of tools that addresses your community. Areas we will want to focus on are establishing trust, outcome of the community survey, active listening, awareness and sensitivity to the unique tax position that can yield a greater financial impact on tax payers and meeting people where they are at to keep them informed, engaged and supportive of the process and project throughout. Most importantly we will be nimble and fluid so we can respond to you and your community's feedback.

Why Harriman?

We offer a depth of experience and expertise, and full integration of disciplines throughout design, even at the earliest phases. Our team has strong experience, passion, and dedication to designing exceptional elementary and middle schools that balance:

- o Sustainable Design
- o Safety and Security
- o Cost-effective Durable Design and Cost Control

As education designers, we believe firmly in the power of the educational environment as a contributor to the growth, stability, and engagement of students at all levels. We build a full partner relationship with our clients to ensure the design of meaningful program spaces and an overall school building that is rooted in the ideals and values of the community and educational philosophy of the school district.

Integrated Approach to Sustainable Design

The Harriman Team is committed to providing the Town of Cape Elizabeth a design that is energy efficient, sustainable, and promotes a healthy environment. We, Jamie and other team members are LEED APs or Green Associates. We along with Thornton Tomasetti, leaders in sustainable design, will lead an integrated design process with Harriman's Engineering team, the SBAC and other key stakeholders. Kicking off with an integrated design charrette, the team will evaluate LEED for Schools, Net Zero, and NE_CHPS project targets as well as other sustainability goals if requested.

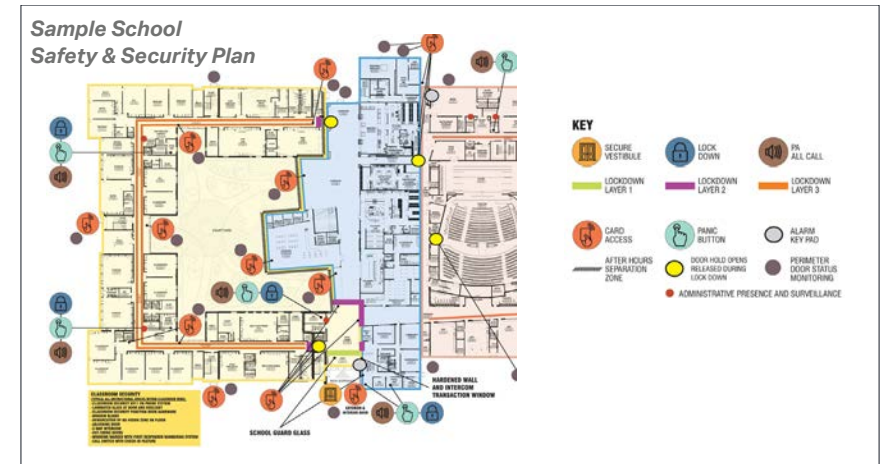
Harriman's experience spans from transforming a historic building into a net energy positive building for Maine Academy of Natural Sciences at Good Will-Hinckley, to Idlehurst Elementary School in Somersworth, NH which was coined the "greenest school in the state," according to Ed Murdough of the NH Department of Education.

This multidisciplinary team will incorporate energy models and life-cycle cost analyses in early phases to help the SBAC to select building envelope, HVAC and lighting systems that maximize building and student performance.

Safety and Security

The Harriman team approaches safety and security as one of the fundamental design considerations. We start with listening and observing current practices, policies and procedures.

We participate in lock-down drills to understand how these policies and procedures are carried out. We meet with public safety officials, school administrators and other stakeholders to discuss response times and the approach to safety and security and how to approach the tension created between safety and security and the best practices in 21st Century or Future Focused Community School design. Harriman's approach to balancing the tension between community schools and safety and security were recently presented to other school districts and national school designers in Boston and Salt Lake City in association with the Association for Learning Environments in an interactive presentation entitled, "Neighborhood Watch: Designing for community and security in the modern world."



Cost-effective Durable Design and Cost Control

Harriman has a solid record of Project Management, delivering projects on schedule and within budget. Jamie Ouelette is well-versed in the design-bid-build delivery method and has decades of experience in managing large school projects from Design through Construction Administration and beyond. Our ability to handle complex projects well and to meet tight deadlines has been proven and cost-effective, quality design is a mindset at Harriman. We work diligently to find ways to meet high standards in the most cost-effective ways that provide high quality within budget constraints. We're creative, but we're practical. Since our founding in 1870, Harriman has been a full-service architecture and engineering firm. Our staff includes civil, structural, mechanical, plumbing, and electrical engineers.

We offer our clients the advantages of a single point of accountability and responsibility; faster communications and coordination; better systems integration; and a more cohesive team approach. Over the years Harriman has developed a series of proven strategies to manage the project budget. While every school project presents a unique set of circumstances, there are common practices that Harriman will employ to manage the budget.

- o Establish Budget Value Consensus
- o Evaluate First Costs vs. Life Cycle Costs
- o Update Estimate Regularly
- o Estimator with School Experience
- o Develop Contingency Planning

One of our top priorities at Harriman is to complete our designs within our client's budgets. Our team works continually to find the most economical solutions. We use in-house estimators in each department to create an overall cost estimate benchmark, but we also use outside consultants to do a parallel, independent, professional cost estimate. As illustrated in the table, we have an excellent history of establishing and managing construction budgets on bid day and through construction administration to project completion.

Project	Harriman Estimate	Actual Bid	Difference	Change Order %
Westbrook Middle School New 600-Student School Westbrook, Maine	\$26,728,710	\$27,519,372	+2.9%	1.02%
Sacopee Valley Middle School New 500-Student School Hiram, Maine	\$12,763,526	\$12,598,700	-1.3%	1.54%
Central Community Elementary School New 580-Student, K-5 School Corinth, Maine	\$21,603,800	\$21,194,886	-1.9%	.84%
Robert V. Connors Elementary School New 900-Student School Lewiston, Maine	\$41,621,330	\$36,525,000	-13.9%	1.5%
Durham Community School New 505-Student School Durham, Maine	\$18,594,619	\$15,514,000	-15.6%	.93%
Biddeford High School Addition and Renovations Biddeford, Maine	\$17,592,446	\$18,084,705	-0.272%	1.36%
Wentworth Intermediate School New 800-Student School Scarborough, Maine	\$31,191,877	\$28,073,706	-9.997%	.49%



Lyseth Elementary School Community Design Statement

*"A nurturing
garden where
all learners can
grow, explore
and learn."*

References



Yarmouth Elementary School - Renovations / Addition, Yarmouth, Maine

References

Scarborough School Department

Geoffrey Bruno, Superintendent
gbruno@scarboroughschools.org
Diane Nadeau, Ph.D., Assistant Superintendent
dnadeau@scarboroughschools.org
259 US-1
Scarborough, Maine 04074
207-730-4100

AOS 91

Michael Zboray, Superintendent
mzboray@mdriss.org
1081 Eagle Lake Road
Bar Harbor, Maine 04609
207-288-5049

Portland Public Schools

Steve Stilphen, Director (retired)
Tammara Sweeney, Director
Facilities Planning, Management, and Maintenance Services
sweent@portlandschools.org
353 Cumberland Avenue
Portland, Maine 04101
207-842-5315

Nashua School District

Shawn Smith, Director of Plant Operations
603-589-2780
smithsha@nashua.edu

Auburn School Department

Leadership During Study and Design:

Katy Grondin, Former Superintendent
katy.grondin@rsu4.org 207 375-4273
Michelle McClellan, Former Auburn Assistant Superintendent
(Current Cape Elizabeth Assistant Superintendent)
mmcclellan@capeelizabethschools.org
207-799-2217

Leadership During Bidding and Construction:

Dr. Connie Brown, Superintendent
cbrown@auburnschl.edu
Mark Conrad, Business Manager
mconrad@auburnschl.edu
60 Court Street, 4th Floor
Auburn, ME 04210
207-784-6431

Harriman

www.harriman.com

ATTACHMENT I

State of Maine ARCHITECT / ENGINEER AGREEMENT

Standard Department of Education Supplement B

Concept Design through Completion of Project Consulting Services

This Agreement amends and supplements the Core Consulting Services Agreement and subsequent Supplemental Agreements by and between **Town of Cape Elizabeth School Department** hereinafter called the **Owner** and **Harriman** hereinafter called the **Consultant**.

For the following Project: **Cape Elizabeth Multiple School Project (the "Project") at Pond Cove Elementary School, Cape Elizabeth Middle School, and Cape Elizabeth High School, Cape Elizabeth**, Maine.

Upper limit of Consultant's Compensation including reimbursables: **\$0.00** (from § 1.1).

Consultant design fee: _____% (from § 1.1).

Budgeted construction cost: \$_____ (from Attachment C – *Project Budget*).

Budgeted project cost: \$_____ (from Attachment C – *Project Budget*).

Target Issued for Bid date: _____ (from Attachment B – *Project Schedule*).

Target Substantial Completion date: _____ (from Attachment B – *Project Schedule*).

> *Revisions to the Agreement are as follows:*

> Amend section 1.1 under **Article 1 Compensation and Payments** by adding section 1.1 below.

1.1 The Consultant's Compensation shall not exceed **\$0.00** and shall be computed as the sum of Basic Services, Additional Services and Reimbursable Expenses, as shown below.

1.1.1 Basic Services Fee (sum of items below) (***Stipulated Sum***) **\$0.00**
 Fee Credit amount (***Stipulated Sum***) (**\$0.00**)

.1	Schematic Design Documents	15%	=	\$0.00	+	\$0.00
.2	Design Development Documents	20%	=			\$0.00
.3	Construction Documents	35%	=			\$0.00
.4	Construction Procurement	5%	=			\$0.00
.5	Construction Contract Administration	25%	=			\$0.00

The Basic Services Fee for this Project is based on a negotiated fee rate of **5.00%** of the estimated Cost of the Work, and includes the design of Alternate Bid items. The credit amount applied to the Schematic Design Documents phase is documented in section 1.1.1 of the *Standard Department of Education Supplement A* for this Agreement.

1.1.2 Additional Services Fee (sum of items below) (***not used***) **\$0.00**

.1	<i>(not used)</i>	\$0.00
.2	<i>(not used)</i>	\$0.00
.3	<i>(not used)</i>	\$0.00
.4	<i>(not used)</i>	\$0.00
.5	<i>(not used)</i>	\$0.00

Hourly rates shall be included in Attachment A, *Professional Rate Schedule* for use on this project based on rates negotiated by the Owner and the Consultant. When both Stipulated Sum fees and Hourly Rate fees are used select "Mixed fees, not-to-exceed" for the subtotal fee amount. Provide a detailed description of the services to be performed for each item shown in the table above in Attachment C, *Project Requirements*.

1.1.2.1 Consultant shall be paid for the cost of attendance at Planning Board or Zoning Board meetings in excess of the two meetings as outlined in Section 4.4.11.3 b of Supplement A, at their hourly rate, as provided in Attachment J, up to a maximum of \$500. All costs for additional meetings in excess of the two identified in §4.4.11.3 b of Supplement A shall be borne by the Owner.

1.1.3 Reimbursable Expenses (sum of estimated items below) **\$0.00**

.1	Transportation in connection with this Project and other pre-authorized travel reimbursed at the prevailing State of Maine rate per mile at the time the expense is incurred (no mark-up allowed)	\$0.00
.2	Application fees paid for securing approval of Authorities Having Jurisdiction (AHJ) over the Project	\$0.00
.3	Paper reproductions- excluding those required for submissions to AHJ or for Consultant's or Subconsultant's in-office use	\$0.00
.4	Postage, handling, and delivery of the Instruments of Service	\$0.00
.5	Other: <i>none</i>	\$0.00

> Amend Article 1 Compensation and Payments by adding section 1.9 below.

1.9 Bid Contingency and Project Contingency funds may be expended only with the written approval of the Owner. The Consultant shall be compensated using a negotiated rate not more than the fee rate noted in section 1.1.1 above.

1.9.4 No Consultant fee shall be allowed on any Change Order item attributed to Consultant errors or omissions.

> Amend Article 4 Consultant's Responsibilities, Project Evaluation by adding section 4.2.6 below.

4.2.6 If the Consultant did not provide the Concept Design Phase for this Project, the Consultant shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, which should include the site conditions, Owner's program and schedule requirements, and budget for the Cost of the Work. The Consultant shall review such information to confirm that it is consistent with the requirements of the Project. The Consultant shall notify the Owner of any other information or consultant services which may be needed for the Project.

> Amend Article 4 Consultant's Responsibilities, Design Services by adding sections 4.4.9-A through 4.4.12 below.

4.4.9-A The Consultant shall provide Design Development Documents based on the approved *Concept Design* documents and the budget for the Cost of the Work. The Design Development Documents shall include the following:

- a. a refinement of the drawings submitted for Design Documentation during the Concept Development phase setting and illustrating the size and character of the project in all of its essential parts,
- b. a Project Manual including specifications that identify the major materials and systems, and establishing their general quality levels,
- c. a detailed cost estimate based on the Project Manual specifications and the drawings for this phase, and
- d. a recommendation defining Filed Sub-bid trades to be handled through the Maine Construction Bid Depository.

4.4.10 If the cost estimate is more than the funds available, the Owner shall require the Consultant to make revisions in order to align the construction cost to the budget and to resubmit the drawings, specifications and Project Manual and updated cost estimate to the Owner for approval. Any changes, or revised design efforts shall not generate an increase of the Consultant's fee, except by prior mutual agreement of the parties named above.

4.4.11 The Consultant shall provide a set of Construction Documents indicated to be 99% complete for the purpose of review by the Owner. The submission must include the Project

Manual in the MasterFormat 2004 format with Division 00 Procurement and Contracting Requirements completely edited for this project, the list of Alternate Bid items, any proposed Allowances, an updated cost estimate, et cetera. The Consultant shall note whether each Alternate Bid item is designed to manage the bid costs. The Consultant shall not change the scope of work, building systems or finish materials after this submission without explicit written permission of the Owner.

4.4.12 The Consultant shall base the cost estimate on the 99% complete Construction Documents set and current construction costs. If this estimate exceeds available funds for construction, the Consultant and the Owner shall reevaluate the project in order to:

- a. make any changes or revisions that do not materially alter the intent of the project, or
- b. incorporate certain Alternate Bid items that does not contradict or interfere with the basic project concept; or
- c. combine elements of items a and b above.

Any such changes, revisions or redesign shall not entail an increase of the Consultant's fee, except by mutual agreement of the parties named above.

Attachment J

Post-Referendum Recommended Fee Schedule for Architectural/Engineering Projects

The State of Maine has a Fee Schedule for all public construction work which Harriman proposes to use in calculating the fee for Full Design Services. The fee percentages are a sliding scale based on the cost of construction (new, renovation and/or addition). This project would fall under the “B rate” column and the fee percentage would be determined based on construction cost and whether it is new construction, renovation and /or addition. The fee schedule is illustrated below. The bottom row is the adder for addition and renovation work.

Construction Cost			A rate	B rate	C rate
up to		\$249,999	Negotiate fee amount based on hourly rates or a percentage of construction cost (maximum 10.0%, 11.0%, 12.0% respectively)		
\$250,000	to	\$499,999	8.2%	9.2%	10.2%
\$500,000	to	\$999,999	7.7%	8.7%	9.7%
\$1,000,000	to	\$3,999,999	7.0%	8.0%	9.0%
\$4,000,000	to	\$14,999,999	6.3%	7.3%	8.3%
\$15,000,000	to	\$49,999,999	5.8%	6.8%	7.8%
\$50,000,000	and above		5.0%	6.0%	7.0%
Add to the negotiated rate for new construction the rate shown at right for that portion of the project which is renovation.			2.0%	2.5%	3.0%

From: lbenoit@maine.rr.com
To: [Wayne, Jonathan](#)
Cc: [Hoefler, Heidi](#); ["Mary Ann Lynch"](#)
Subject: RE: Complaint: Cape Elizabeth School Department
Date: Thursday, May 1, 2025 12:52:35 PM
Attachments: [TTH Fee Proposal signed Nov 26 2024.pdf](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Wayne,

Attached is a copy of the contract with Turner & Townsend and Heery mentioned in my previous message.

Sincerely,
Robert L Benoit

From: lbenoit@maine.rr.com <lbenoit@maine.rr.com>
Sent: Thursday, May 1, 2025 12:34 PM
To: 'Wayne, Jonathan' <Jonathan.Wayne@maine.gov>
Cc: 'Hoefler, Heidi' <Heidi.Hoefler@maine.gov>; 'Mary Ann Lynch' <maryannlynch5788@gmail.com>
Subject: RE: Complaint: Cape Elizabeth School Department

Dear Mr. Wayne,

Thank you for your message following-up our complaint concerning the Cape Elizabeth School Department.

We believe any expenditures of public funds by the school department or private funds (donations) expended under its control to influence the 11/5/2024 and 6/10/2025 referendums should be counted toward the \$5,000 ballot question committee threshold. This is a continuous campaign undertaken by the school department beginning in the spring of 2024 to build a new middle school. These expenditures include advertisements in the Cape Courier and possibly other advertising materials such as flyers and sandwich-board signs, plus the creative design and graphic services for production of these advertising products provided by Harriman under contract with the school department. We urge investigators to request copies of all advertisements and any other advertising materials produced for the school department concerning the 2024 and 2025 referendums.

As we noted in the complaint, Harriman was hired to provide production services for 8 advertisements and 8 flyers among many other services in connection with the 2025 initiative for a June referendum on a new middle school. Harriman provided similar

services for the referendum in 2024. We urge investigators to obtain and examine original itemized billing invoices from Harriman and also Turner & Townsend Heery (formerly CBRE Heery) to account for the cost of these services toward the \$5,000 threshold. Attached are relevant contracts with Harriman and CBRE Heery. We do not have a copy of a second contract with Turner & Townsend Heery, which was apparently executed in November 2024, but it is a public document and investigators can obtain it from the school department.

The school department officially initiated the referendum ballot question for a new middle school for the Nov. 5, 2024, general election with enactment of a resolution (see attached) on July 1, 2024, although actual work on the project design commenced weeks before. Documents related to the referendum for the July 1, 2024, School Board Special Meeting may be obtained from the official Town of Cape Elizabeth meeting calendar here: <https://www.capeelizabeth.com/calendar/459/>

Also, videotape of the July 1, 2024, meeting and all other meetings of the School Board and Town Council are available on CETV Cape Elizabeth Television: <https://reflect-cetv.cablecast.tv/CablecastPublicSite/show/1354?site=1>

Please let us know if this is responsive to your request and if we can provide additional information to assist in the investigation. Also, this reply is intended to complement and supplement our initial complaint.

Sincerely,

Robert L. Benoit

Mary Ann Lynch

From: Wayne, Jonathan <Jonathan.Wayne@maine.gov>

Sent: Wednesday, April 30, 2025 2:25 PM

To: lbenoit <lbenoit@maine.rr.com>; Mary Ann Lynch <maryannlynch5788@gmail.com>

Cc: Hoefler, Heidi <Heidi.Hoefler@maine.gov>

Subject: Complaint: Cape Elizabeth School Department

Mr. Benoit and Ms. Lynch,

I am writing to ask you to confirm the scope of campaign finance reporting issues that you would like investigated. It's clear that you would like the Commission to investigate whether the 2024 advertisements caused the superintendent or school district to qualify as a ballot question committee in 2024.

My question is about the four advertisements dated February – May 2025.

Are you also requesting that the Commission investigate whether the four 2025 ads would

count toward the \$5,000 ballot question committee threshold because they were intended to influence the 6/10/2025 referendum?

OR

Did you include the 2025 ads for some other purpose, such as examples of continued use of public funds for election purposes?

Thanks for confirming either way.

Jonathan Wayne
Executive Director
Maine Ethics Commission



Turner & Townsend
Heery

300 Brickstone Square
Suite 201
Andover, MA 01810
www.heery.com
www.turnerandtowntsend.com

November 26, 2024

Chris Record, Ph.D.
Cape Elizabeth Superintendent
320 Ocean House Rd
Cape Elizabeth, ME 04107
crecord@capeelizabetschools.org

Subject: Turner & Townsend Heery – OPM Services – Fee Proposal

Chris,

Per our conversation last week, we are pleased to present this fee proposal to continue our services as Owners Representative as the School Department explores options for the Middle Ground project.

We have developed this proposal on the following criteria:

1. A time frame of roughly 5 months
2. Estimating services to review cost impacts of potential changes in the design.
3. Meeting attendance throughout this period for myself.

For this scope we propose a fee of \$15,500.00

We look forward to continuing providing our services to Cape Elizabeth.

Please let me know if you have any questions.

Chuck Adam
Vice-President
Turner & Townsend Heery, LLC

Chris Record, Ph.D.
Superintendent
Cape Elizabeth School Dept