

BOWDOINHAM RIVERVIEW HOUSE MITIGATION ASSESSMENT AND DESIGN REQUEST FOR PROPOSALS



Submitted on 10/17/2025 by
Acorn Engineering, Inc.
In collaboration with Ryan Senatore
Architecture and Albert Frick Associates, Inc.

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Portland, ME 04101

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Town of Bowdoinham

Revised October 17, 2025

Attn: Yvette Meunier, Director of Planning & Development

13 School Street

Bowdoinham, Maine 04008

Subject: Riverview House Mitigation Assessment and Design

8 River Road, Bowdoinham, Maine

Yvette:

Acorn Engineering, Inc. (Acorn) is pleased to submit this proposal to assist the Town of Bowdoinham with civil/site engineering and architectural services to evaluate mitigating flood hazards at the Riverview House, associated infrastructure, and surrounding grounds located at 8 River Road (Map U01, Lot 001) in Bowdoinham, Maine. We understand that the existing structure is located on the Town's riverfront park and the Town is looking at options to redevelop the property for a potential recreation-based development.

Acorn has teamed up with our project partners, Ryan Senatore Architects (RSA) to provide structural engineering assessment of the existing structure to mitigate future flood hazards, as well as Albert Frick Associates, Inc., who previously designed and obtained the existing HHE-200 for the existing subsurface wastewater system on site, to design an engineered pre-treatment septic system to supplement the existing on-site subsurface sewage disposal system to increase the capacity of the current design. Acorn also has a Certified Floodplain Manager (CFM) on staff to help evaluate flood mitigation options. Acorn has completed numerous projects with the various team members and have experience coordinating with the applicable sub-consultants to provide a well-rounded design.

Acorn offers a full range of civil/site development engineering services which includes extensive skills in permitting, stormwater design, utility, grading, erosion and sedimentation control and construction inspections. We routinely partner with municipalities, MDOT, MDEP, soil & water conservation districts, conservation commissions and the private sector on numerous civil/site development projects. We believe our low overhead cost, competitive rates, and principal's involvement in the project provide us with a competitive advantage over larger firms whose overhead costs are higher. At Acorn Engineering, we excel in developing comprehensive, cost-effective solutions.

Acorn appreciates the opportunity to submit our proposal to assist the Town of Bowdoinham with Riverview House Mitigation Assessment and Design. We believe that a combination of our past work history, understanding of the client's needs, and overall professionalism will provide an invaluable resource. We look forward to the opportunity to work with you on this project.

Sincerely,

William H. Savage, P.E.

Principal

Acorn Engineering, Inc.

Peter F. Heil, P.E.

Senior Project Manager

Acorn Engineering, Inc.

A C O R N Engineering, Inc.
Portland, Kingfield & Bangor, ME

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A. FIRM DESCRIPTIONS

- Acorn Engineering, Inc.
- Ryan Senatore Architecture
- Albert Frick Associates, Inc.



ACORN FIRM DESCRIPTION

Acorn Engineering, Inc. is a 100% employee-owned, Maine-based Civil and Environmental Engineering firm of 25 full-time employees. Acorn was originally founded by Hugh Savage in 1988 and reorganized under the leadership of Will Savage in 2007. Acorn boasts a diverse portfolio of completed and in-progress work, providing Maine with quality engineering, environmental and landscape design services, as well as state-wide construction administration on behalf of the Maine Department of Transportation.

Acorn Engineering is composed of a diverse team of qualified professionals whose expertise includes civil/site design, grading, zoning, utility evaluation, landscape architecture, permitting, and construction phase services such as construction administration, management of construction documents, project bidding, and site inspection (including erosion and sedimentation control and good housekeeping). Post-construction services include stormwater Best Management Practice (BMP) inspection and maintenance. Acorn's experience extends beyond traditional site planning to include the field of environmental engineering and compliance, such as: soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting. Acorn also has extensive experience with watershed evaluation, stream restoration techniques, and innovative stormwater BMPs that comply with Maine Department of Environmental Protection (Maine DEP) Chapter 500 regulations and Stream Smart guidance.

Acorn Engineering has demonstrated the ability to break down and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

A cornerstone of Acorn's approach is our attention to detail and exceptional level of service on every project, regardless of size. To that end, Acorn has demonstrated extensive experience and capabilities working with municipalities, the Maine Department of Transportation (MDOT), MDEP, soil & water conservation districts, conservation commissions, and the private sector on environmental and site development projects, as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D.)
- *Cumberland County Soil & Water Conservation District Contractor of the Year* for work on the Long Creek Restoration Project
- Listed on Maine MPO's Pre-Qualification list for *Design, Land Use and Environment and Communications and Community Engagement*



1.) Firm Profile

Ryan Senatore Architecture is a full service Architectural firm providing clients with design services for a broad range of project types since 2012. We have worked on projects throughout Maine from Bangor to York, including Municipal Facilities, Recreational Facilities, Multi-family Residential (apartments and condominiums), Senior Housing, Assisted Care Facilities, Single Family Residential, Commercial Interiors, Industrial Warehouse, Breweries, Distilleries, Restaurants, Office Fit-ups, Retail and Municipal Facilities.

RSA is an architecture firm that believes a collaborative approach that fosters a team environment is imperative to a projects success. Every person involved in the project is part of the team and every member adds value to the project. RSA's goal is to deliver projects that create vibrant, healthy spaces, are within budget, on schedule and exceed client expectations.

2.) Relevant Experience

RSA has worked on many project with complex site conditions including projects located within shoreland zoning and flood prone properties. We have designed projects with foundations to meet flood zone requirements including pier elements, flood vents, and flood proofing. RSA has experience with working municipalities including conceptual design and construction documents for the Yarmouth Public Works facility. We have also provided programming and conceptual designs for town halls in Arundel and Casco.

3.) Project Team

Ryan Senatore will be the Architect of Record for the project and lead the design team, he is involved in all phases of project developments and will have a consistent presence throughout the project.

Reid Tozier will be the Project Manager for the project, he was RSAs first hire in 2013 and has been the Project Manager for most of RSAs Projects. In addition to managing the project Reid will draft, model and generate renderings for the project.

4.) Approach and Methodology

The design process is a complex thing, there are many factors that influence it, most are known but some are unknown. The best tool we utilize to navigate this process is communication, we will initiate and maintain an open communication process with the ownership team from the first project kick-off meeting until the final punch list is completed.

For the in-house design process, RSA will host initial programming meetings with all stakeholders to generate a project Program document which lists all project requirements and goals. We will then use that document as a tool to develop the initial conceptual designs. This will begin a collaborative design process that will flow throughout the project with regular weekly check-ins with the ownership team to review design ideas.

COMPANY DESCRIPTION

Albert Frick Associates is an environmental consulting firm, which for more than 35 years has specialized in soil mapping, site evaluation, subsurface wastewater disposal design, wetland identification and delineation, and environmental permitting. We are committed to the sound management of land resources. Our goal is to assure environmental sanitation and regulatory compliance, as we maximize the potential of our clients' properties. Our extensive experience allows us to offer a range of solutions, both standard and 'cutting edge', while attempting to work within your cost constrictions. We serve private, corporate, organization, and public clients. Albert Frick Associates works closely with local officials, the Department of Human Services, the Division of Environmental Health, the Department of Environmental Protection, and the US Army Corps of Engineers. Our company is conversant with the rules governing land use and the environmental laws and regulations.

PROFESSIONAL SERVICES

Albert Frick Associates provides professional services ranging from Soil Testing, Wetland Delineation, Vernal Pool Surveys, Environmental Permitting, and Subsurface Wastewater Disposal Designs.

Wetland Delineation Services

We have mapped/delineated thousands of acres throughout the State of Maine. Th projects have varied in size from residential house lots to miles of linear mapping for utility companies. We have mapped wetlands for developers, architects, engineers, surveyors and municipalities. Past projects have included mapping for single family homes, subdivisions, campgrounds, homeowner's associations, proposed solar arrays, and municipal trail systems. We have a long and successful track record of working closely with local, state and federal regulators on behalf of our clients.

Environmental Permitting

Albert Frick Associates provides many varied environmental permitting services. Some of these include subsurface wastewater disposal design, wetland filling, shoreland stabilization, shoreland zone permits, subdivisions, campgrounds, stream crossing, activities in coastal sand dunes, activities adjacent to protected natural resources, septic systems, land application, erosion and sediment control plans, and phosphorus plans.

We have completed thousands of State of Maine and federal permit applications to the Maine Division of Environmental Health, Maine Department of Environmental Protection, US Army

Corps of Engineers, Maine Department of Agriculture, and Maine Bureau of Eating and Lodging. We also have completed many local permits for Maine municipalities.

Subsurface Wastewater Disposal System Design

Albert Frick Associates has designed over 20,000 subsurface wastewater disposal systems in the State of Maine, from pit privies to large community systems, including residential, commercial and industrial uses, for private and public clients. The firm is intimately familiar with current and proposed codes and regulations governing on-site systems.

B. PROJECT TEAM

- Project Team Organization
- Key Staff Resumes - Acorn Engineering, Inc.
- Key Staff Resumes - Ryan Senatore Architecture
- Key Staff Resumes - Albert Frick Associates, Inc.



PROJECT TEAM ORGANIZATION



SUB CONSULTANTS

Ryan Senatore Architecture
Architect

RYAN SENATORE, RA

Albert Frick Associates, Inc.
Licensed Site Evaluator

BRADY FRICK, LSE

POINT OF CONTACT

**SENIOR PROJECT
MANAGER**
PETER HEIL, PE

QUALITY CONTROL
WILL SAVAGE, PE
HUGH SAVAGE, PE

**ASSOCIATE PROJECT
MANAGER**
NATE HOLT, PE, CFM

*additional (2) senior project managers,
(3) project managers, (1) construction
services manager, (4) design
engineers, (2) office administrators,
and (12) construction inspectors*



PETER HEIL

PE, SENIOR PROJECT MANAGER

Pete is a Professional Civil Engineer with technical and project management responsibilities at Acorn Engineering. He has over 16 years experience and specializes in urban redevelopment, civil/site design, construction administration and municipal consulting with a focus on the construction of infill site developments, restoration of urban impaired watersheds, stormwater design & retrofits, and low impact development (LID).

education

Virginia Tech
Blacksburg, VA
B.S. Civil Engineering, 2009

registrations

Professional Engineer Maine #15318
Professional Engineer Vermont
#16195
Professional Engineer New Hampshire
#1000954

certifications

Certified Professional in Erosion &
Sediment Control #7071
Maine DEP - Certified in Erosion Control
Practices #4695
Maine DEP - Qualified Third-Party
Inspector (Site Law)
Maine DEP - Certified in Maintenance
& Inspection of Stormwater BMPs
MaineDOT - Certified in Local Project
Administration (LPA)

contact

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project experience

Bowdoinham Waterfront Park Redevelopment

Bowdoinham, Maine

Provided civil/site engineering services to help support design to redevelop the Town's waterfront property into a future river front park. Project responsibilities including permitting assistance and civil/site engineering support on utility infrastructure, stormwater design and cost estimating.

Historic Mill/Downtown District

Biddeford, Maine

Led the civil/site engineering and permitting services for the redevelopment of over 12 acres of the Biddeford Historic Mill and Downtown area, including the previous home to Maine Energy Recovery Company (MERC) facility and Saco-Lowell complex. With the demolition and removal of the previous MERC facility, the site and downtown are going through a dramatic transformation to bring a new vibrant community, which includes the recently opened municipal garage, approx. 250 market rate and 100 affordable housing units, new commercial and restaurant space. The Saco-Lowell redevelopment includes the redevelopment of the existing mill building into 96 residential units with 320 self-storage units. The remaining complex will also support an additional 82 residential units and commercial space, along with the extension of the riverfront recreational path.

Mercy Hospital Redevelopment

Portland, Maine

On behalf of the landowners, NewHeight Redfern, LLC, Acorn contributed to the redevelopment of the former Mercy Hospital at 144 State Street in Portland into a mixed-use project. Pete led the civil/site engineering and design and Site Plan permitting for demolition of portions of the existing hospital, and redevelopment of the existing hospital building into 165 residential units, 4 commercial spaces, self-storage and included providing a shared woonerf parking and pedestrian oriented area. The larger campus development also included construction of 9 townhouses with NewHeight Redfern and two affordable housing projects with 95 new affordable units with the Community Housing of Maine and Portland Housing Authority.

Long Creek South Branch Gravel Wetland

South Portland, Maine

Led the site, stormwater design and construction administration services for a stormwater BMP retrofit within the South Branch of Long Creek to address water quality concerns in Long Creek including temperature, dissolved oxygen, chlorides, nutrient levels, metal concentrations, and runoff volume. The final design included grading & stormwater management, stormwater analysis modeling, and erosion & sediment control measures.





WILLIAM SAVAGE

PE, CPESC, PRESIDENT OF ACORN

Will is a professional engineer with technical and business development responsibilities at Acorn Engineering and president of Acorn Engineering, Inc, since October 2007. Will specializes in civil site design, watershed & stream restoration, stormwater design, permitting, and construction administration.

education

Union College,
Schenectady NY
B.S. Civil Engineering, 2001

registrations

Professional Engineer Maine #11419

certifications

New England Transportation
Technician Certification Program:
Nuclear Gauge Certification;
Hot Mix Asphalt Paving Inspector
Certification #1993;
Maine DEP - Certified Erosion Control
Practices #4694
Maine DEP - Certified in Maintenance
& Inspection of Stormwater BMPs #14;
Maine DOT - Local Project
Administration (LPA) Certification

committees/ awards

Long Creek Watershed Restoration -
Models & Outreach/Technical Advisory
Committee, April 2008 – April 2009
2017 & 2015 Maine stormwater
Conference – Planning Committee
October 2014 – November 2017
Long Creek Watershed Management
District - Technical Advisory Committee
– Sept. 2016 – Present

contact

wsavage@acorn-engineering.com
16 Middle Street, Suite 302
Portland, ME 04101
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selected project experience

Bowdoinham Skate Park

Bowdoinham, Maine

Provided civil/site engineering services to develop the Town's Skateboard Park. Project responsibilities including civil/site planning, permitting, coordination with the MaineDOT regarding the adjacent railroad and development of construction drawings, stormwater and drainage design/analysis and erosion/sediment control.

IMT Freezer Container Yard Improvements

Portland, ME

Oversaw the civil site design, stormwater design and permitting for the proposed maintenance improvements to the freezer container storage area at the International Marine Terminal (IMT) in downtown Portland.

Eldredge Lumber & Hardware, Inc.

Portland and Sanford, Maine

Led this multi-phased, multi-million redevelopment project which involved heavy duty paving, the construction of a new 40,000 sf warehouse and the redevelopment of a 20,000 sf warehouse to an Ace Hardware store on the approximately 8.7 acres existing lumberyard. Work included significant stormwater infrastructure retrofits and intermodal improvements to facilitate the future transfer of building products from rail for distribution throughout the State. Applied and successfully obtained an Industrial Rail Access Program (IRAP) grant to expand rail access on behalf of our client. The project was designed to be in accordance with the Maine DEP Chapter 500 Stormwater Management Standards, Maine Construction General Permit and City of Portland Site Plan Standards.

Meetinghouse Hill Redevelopment

South Portland, Maine

Managed the civil/site engineering and permitting services for the redevelopment of the former South Portland Public Works facility. The project included the development of three multi-family buildings, nine single family lots, and a public park.

Firehouse Village

Scarborough, Maine

Oversaw civil/site engineering services for the mixed-use redevelopment of the former Scarborough Police/Fire Station located at 246 US Route 1 and 9 Fairfield Road in Scarborough, Maine. The site now hosts a mix of local businesses including a local grocery store, a fish market, a pizzeria, a fitness club, a daycare, offices, and a community room. In line with established smart growth principles, the project rounded out the mixed-use approach by constructing 31 new affordable residences for people 55 and over owned by Avesta Housing,





NATHAN HOLT

PE, CFM, ASSOCIATE PROJECT MANAGER

Licensed Professional Engineer and Certified Floodplain Manager with project design, permitting, and construction oversight responsibilities at Acorn Engineering, providing urban redevelopment, civil/site design, construction administration and municipal consulting with a focus on the construction of infill site development, restoration of urban impaired watersheds, stormwater design & retrofits, and low impact development (LID).

education

University of Maine
Orono, ME
B.S. Civil & Environmental
Engineering, 2020

registrations

Maine Professional Engineering
License #18803

certifications

Certified Floodplain Manager -
Certification #US-22-12434
Maine DEP SLOD Third-Party
Inspector
Certified Stormwater BMP Inspector –
Certification #105
OSHA 10-Hour Construction Training

volunteering/organizations

Board Supervisor of the Franklin
County Soil & Water District
Association of State Floodplain
Managers

contact

nholt@acorn-engineering.com
329 Main Street
Kingfield, ME 04947
207-775-2655

selected project experience

Bartlett Brook Crossings

Naples, Maine

Helped with the engineering, permitting, and construction oversight services for the replacement of two separate road crossings for the Town of Naples. The project replaced two 5' diameter culverts at one crossing, and another two 3.8' diameter culverts at the other crossing to improve wildlife habitat, improve public safety and reduce flood risk to the local community. The existing corrugated metal culverts were replaced with open bottom arched concrete culverts that meet Maine DEP Stream Smart crossing design guidelines.

Phillips Brook Restoration

Scarborough, ME

Acorn provided design, engineering, permitting, and construction oversight to design in-stream habitat and floodplain restoration for the IS-6 site within Reach 1 of Phillips Brook, an Urban Impaired Stream. This project is funded by a Maine DEP 319 Grant. The main goals of this project included removing areas of fill and invasive species in the restoration area that intrude on the original floodplain and establishing bankfull bench structures along the brook's slope to allow the Brook to gain access to its floodplain. Tools to stabilize eroding banks included root wads and use of native plantings in a stream buffer zone. Acorn added stabilization upstream and downstream from site IS-6 using manufactured in-stream structures and root wads. The result- constructed in 2022- provides improved habitat for native aquatic species populations of brook trout and American eel.

Chaplins Mill Road Culvert Replacement

Naples, ME

Acorn provided civil design, permit preparation, and site survey to support the replacement of an undersized municipal culvert on the Muddy River in Naples, ME. Primary design responsibilities included field collection of existing conditions data, hydrologic analysis of the watershed and crossing, and development of the design to align with Maine DOT Stream Smart guidelines. The final design incorporated an embedded 19-foot span clamshell box culvert to provide passage of a 100-year

West Mountain Expansion

Carrabassett Valley, Maine

Provided weekly erosion and sedimentation control inspections for the cutting, clearing and grading of new ski trails and over 4,000 feet of new roadway for the development project at Sugarloaf Mountain. The project included weekly reports summarizing construction progress and erosion control recommendations. The project also included a total of 13 open bottom culvert installations, 9 stormwater BMP installations and the construction of a new lift line to serve the ski trails across the various phases.





RYAN SENATORE, AIA, LEED AP

Registered Architect, State of Maine, Massachusetts, New Hampshire
and the Commonwealth of Virginia
LEED Accredited Professional
American Institute of Architects, Member
USGBC Communications Committee, Past Member

EDUCATION

Roger Williams University, Bristol RI Bachelor of Architecture
John Cabot University, Rome, Italy

EXPERIENCE

RYAN SENATORE ARCHITECTURE

Founded 2012

EQUINOX Portland, Maine

Urban Infill affordable housing, 43 Family Apartments designed to Passive House and Maine Housing Standards

200 VALLEY Portland, Maine

Urban Infill affordable housing, 80 Family Apartments designed To Passive House and Maine Housing Standards

MARY STREET APARTMENTS Skowhegan, Maine

Affordable housing, 40 Family Apartments designed to Maine Housing Standards

MERCY HOSPITAL RENOVATION Portland, Maine

Mixed-Use historic renovation with retail, self storage and 163 apartment units

45 FOREST AVENUE RENOVATION Portland, Maine

Mixed-Use historic renovation 81 apartment units

201 FEDERAL STREET Portland, Maine

Mixed-Use urban infill with retail and 263 apartment units

667 CONGRESS STREET Portland, Maine

Mixed-Use urban infill with retail and 139 apartment units

WEST END PLACE Portland, Maine

Mixed-Use urban infill with retail and 39 apartment units

TFH ARCHITECTS Portland, Maine

2002 - 2012

INVERNESS MEDICAL WAREHOUSE EXPANSION Scarborough, Maine

22,000 square foot warehouse addition and interior renovations

AWARDS

MSHA - Mainstream Green Home Design Contest 2nd Place

Bernard Spring Independent Project Award

AIA, Henry Adams Certificate of Merit

TEACHING EXPERIENCE

Governors Energy Efficiency Summit, Presentation 'Efficiency by Design'

Brady A. Frick
Licensed Site Evaluator & USACOE Wetland Delineator

Brady A. Frick is the owner of Albert Frick Associates, Inc. He is a Licensed Site Evaluator & Certified USACOE Wetland Delineator with 30 years of experience.

Mr. Frick started working for Albert Frick Associates, Inc. in 1993 and became owner in 2017. During this time, he has been involved in thousands of projects related to site assessment & development. His main duties include septic design, preliminary soil testing, wetland delineation and permitting. Mr. Frick has also conducted wildlife surveys, such as vernal pool studies. He has assisted in soil mapping thousands of acres of land for various wind power projects throughout the State.

Throughout the years Albert Frick Associates, Inc. has designed thousands of subsurface wastewater disposal systems in the State of Maine, from pit privies to large community systems, including residential, commercial and industrial uses, for private and public clients. Mr. Frick works with engineers, architects, landscape architects, surveyors, local plumbing inspectors, state officials, and homeowners on a daily basis. He has designed septic systems for the Town of Gray, Town of Arundel, Saco Ecology School, Baileys Campground, Huttopia Campground, Point Sebago, and Dolphin Marina to name a few.

Mr. Frick has served on the Maine Association of Site Evaluators (MASE) board. During his time as President of MASE, he helped initiate rule changes of the *Maine Subsurface Wastewater Disposal Rules* by working with the Department of Environmental Health and other stakeholders.

Mr. Frick continues his professional development each year by attending various workshops regarding land use regulation as well as wetland and soil science.

C. RELEVANT EXPERIENCE



- Bowdoinham Riverfront Park
- Bowdoinham Skate Park
- Westbrook Riverwalk North
- Yarmouth Engineering, Construction & Stormwater Inspection Services
- Falmouth Catchment #5 Stormwater Initiative

RYAN SENATORE **ARCHITECTURE**

- Yarmouth Public Services Maintenance Facility
- Arundel Town Hall
- West End Place
- Casco Town Hall



PROJECT EXAMPLES

BOWDOINHAM SKATE PARK

Bowdoinham, Maine (2011-2012)

Acorn provided the Town of Bowdoinham with civil/site engineering services for the development of the Town's Skateboard Park. Responsibilities included assistance with permitting, coordination with the adjacent MaineDOT owned railroad, development of construction drawings, stormwater and drainage design/analysis, erosion and sedimentation control and construction administration. The Matthew Townsend Parker Memorial Skatepark was formally opened last summer is operating well. The project was a true effort of stakeholder collaboration and implementation.





PROJECT EXAMPLES

RIVERWALK NORTH

Westbrook, ME (2025-ongoing)

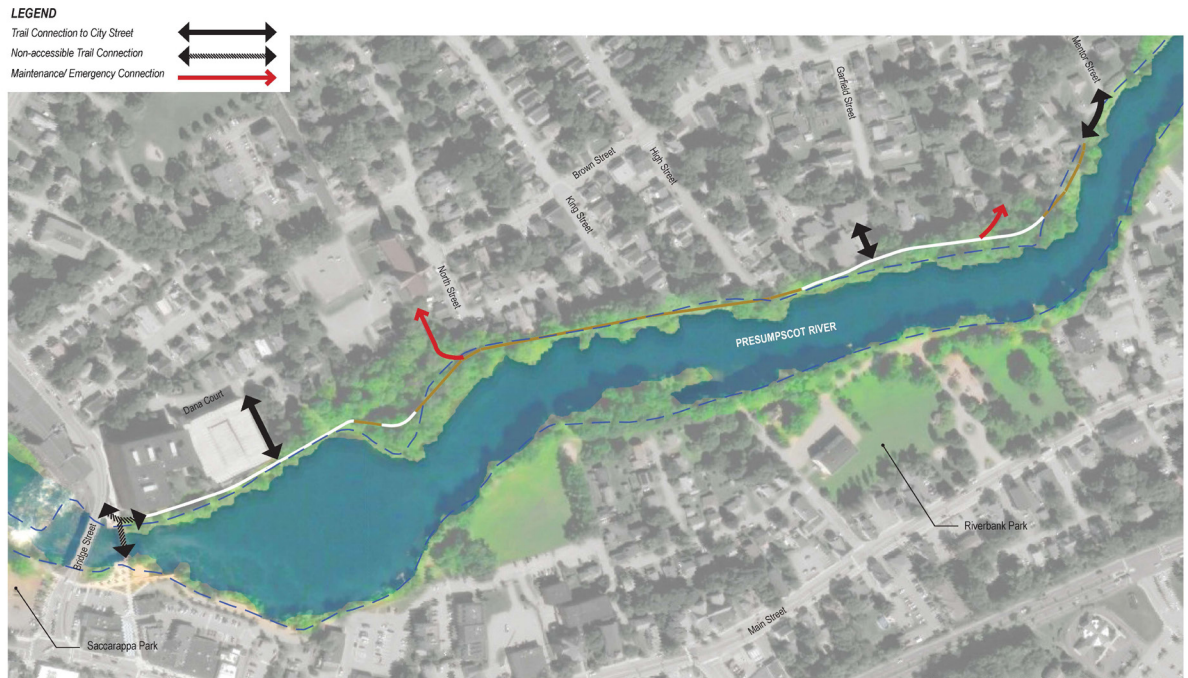
Acorn Engineering is currently assisting the City of Westbrook with the proposed expansion of the riverwalk on the northern side of the Presumpscot River. Once complete, the project will form a 2-mile loop connecting the north and south sides of the river and offer safe, accessible pathways for walking, running, and recreation.



RIVERBANK RESTORATION: NATIVE SHRUB INSPIRATION
Riverwalk North Public Meeting: 8.20.245

Acorn is supporting the organization and facilitation of community engagement sessions, including public information sessions and brownfields advisory committee meetings that encourage diverse input to shape the design and programming of the riverwalk. By creating visual aids and interactive materials, Acorn, alongside the City of Westbrook, will help the community explore programming options and build a shared vision.

Once the public engagement phase is complete, Acorn will complete schematic design plans that will incorporate public access, removal of invasive species, the restoration of natural resource buffers along the river.



RIVERWALK NORTH TRAIL CONNECTIONS

Riverwalk North Public Meeting: 8.20.245



PROJECT EXAMPLES

CIVIL ENGINEERING, CONSTRUCTION & STORMWATER INSPECTION SERVICES

Yarmouth, Maine (2018-present)

Over the past eight years, Acorn has provided design, permitting, and construction inspection services for the Town of Yarmouth. Inspection and resident engineer services include documentation of work as well as significant communication with the contractor and town engineer to remedy issues found in the field.

Stormwater inspections occur on an annual basis for multiple sites including subdivisions and schools. Each stormwater management system is inspected for signs of functionality and erosion. Inspections reports are then developed and sent to the Town and/or Maine DEP. These inspections are carried out to be in conformance with the EPA's and DEP's MS4 program, Maine DEP Site Law permits, and local annual stormwater post-construction agreements.

Acorn has also provided the town with construction and erosion control inspections on three subdivision projects including Riverfront Drive, Shepley & Weld, and Maggie May Meadows. Acorn has provided these services on behalf of and for future Town acceptance of the roadway and stormwater BMPs. At these subdivision projects, Acorn's work has included the following activities: Contractor submittals review; Inspection of all phases of the project out to ensure the project is built to the engineer's and Town's plans and specifications; Preparation of regular inspection reports detailing progress, construction and erosion control issues to resolve, and recommendations; and punch list report at the end of construction.

Lastly, Acorn has provided civil engineering and permitting services for the Town of Yarmouth. Recently, Acorn developed a plan set for a proposed stream crossing culvert replacement on Whitcomb's Way. The project included a US Army Corps of Engineers (USACE) Maine General Permit Self-Verification (SV) Notification and a Natural Resources Protection Act (NRPA) permit by rule (PBR) application for a stream crossing to comply with Maine DEP Rule Chapter 305, Section 10. The result was the installation of a new reinforced concrete pipe (RCP) stream crossing culvert under the roadway and abandonment in place of the existing 24-inch diameter culvert. The Work included excavation; disposal of unsuitable materials; implementation of erosion and sedimentation controls; restoration of pavement, vegetation, guard rails, embankments, and other disturbed areas; and In-Stream Work (including cofferdams, dewatering, and other measures to minimize impact on fish and other wildlife in the stream).

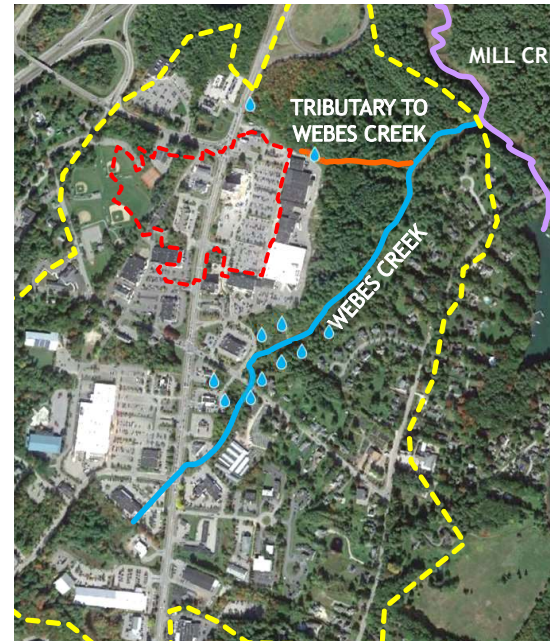




FALMOUTH CATCHMENT #5 STORMWATER INITIATIVE

Falmouth, ME (2022-present)

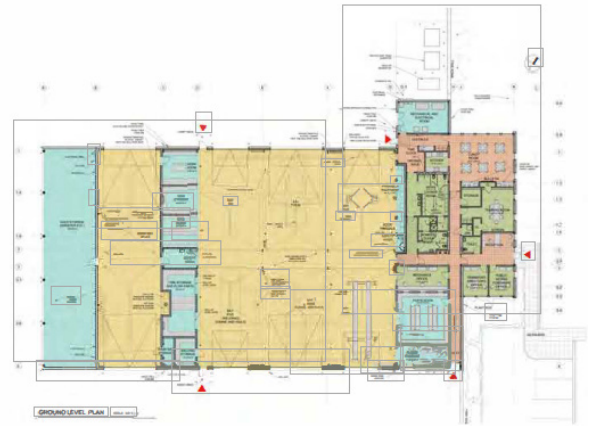
Acorn Engineering (Acorn) is working with the **Town of Falmouth** to understand stormwater infrastructure limitations in the Route 1 Commercial District known as Catchment #5. Runoff from this watershed ultimately discharges into Webes Creek, which shows symptoms of stress related to development. The 2013 Stormwater Management Plan (SWMP) developed for the town by Woodard & Curran identified the Webes Creek Watershed as high-risk for impairment. After reviewing data, Acorn observed that the key risk contributor was water quantity (i.e., the peak flow rate discharging from Catchment #5), not necessarily water quality. After facilitating an initial meeting with participating landowners in Catchment #5, Acorn performed an existing conditions assessment, which included compiling data from as-built plans, the Town's GIS system, inspection and maintenance documentation, and proposed redevelopment plans. As part of this task, Acorn modeled the existing catchment using HydroCAD, and calibrated the model



using observations from recent stormwater events that caused flooding issues within the study area. Acorn modified the model of existing conditions by “plugging in” storage in multiple locations within the catchment to demonstrate the benefits of additional storage within the catchment to help reduce peak flow runoff rates to Webes Creek. Acorn presented initial findings to the Town, and is preparing a Memo that summarizes of options to improve stormwater management within Catchment #5.

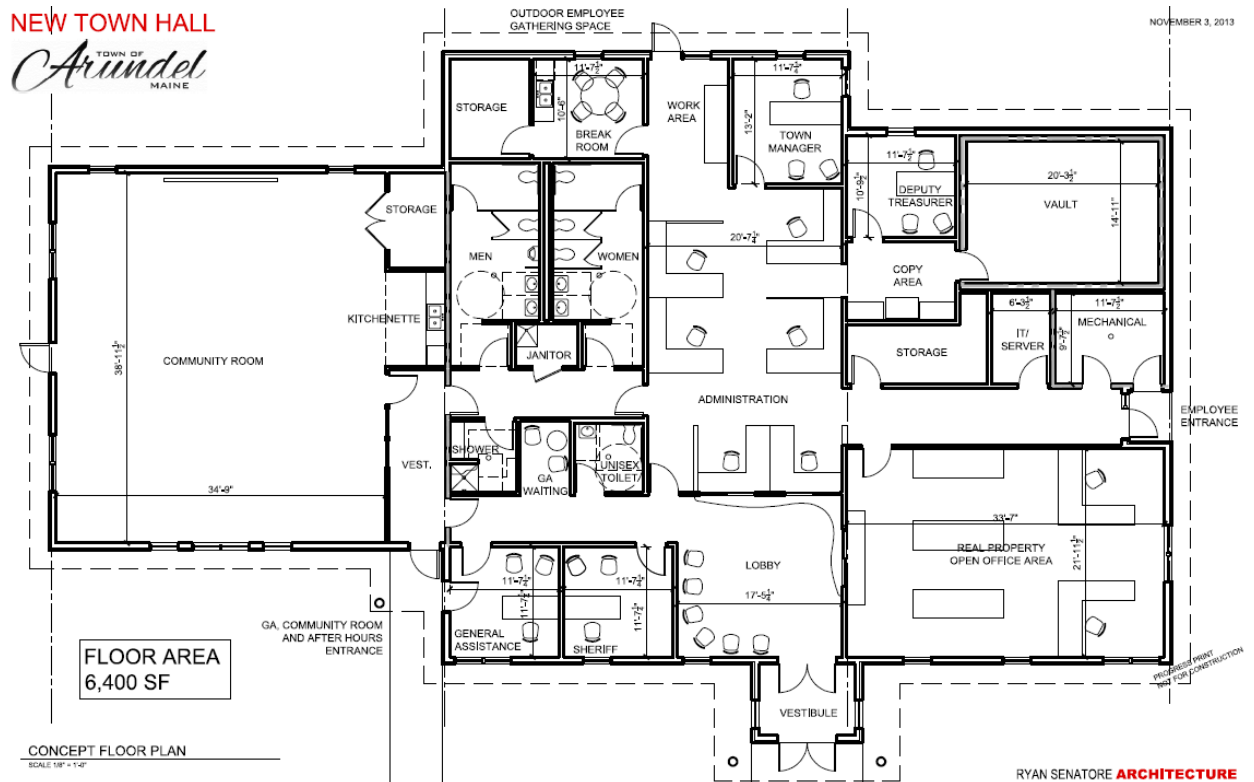
Yarmouth Public Services Maintenance Facility

The town has outgrown its existing facility located at North road, the proposed new facility will serve the Public Works department and the Transportation function of the School Department. The design team held programming workshops with both departments to determine their current and potential future needs to develop the working program for the facility. This program served as the basis for both schematic site and building plans. The resulting design takes advantage of the sites solar orientation and natural grading to improve both energy efficiency and operational efficiency.



Arundel Town Hall

The town of Arundel has outgrown its current town offices due to an increasing town population and expanded town services. RSA has been hired to evaluate the town's current and future space needs and develop a design for a new Town Hall. The proposed facility must accommodate many different uses and spacial needs. The town requires a large meeting space for public gatherings and presentations along with private office and meeting spaces. The 7, 100 square foot facility is designed with an energy efficient building envelope and systems intended to minimize operating costs for the Town. RSA has worked diligently to design a facility that reflects the civic pride of the Town of Arundel while staying within the project budget constraints.



West End Place

The proposed building to be located at the corner of Brackett and Pine Streets in Portland's West End is a mixed-use project that will provide 39 residential apartments and first floor retail uses. The building design process began with an extensive analysis of the Architecture of the existing historic neighborhood. The proposed building is a contemporary design that responds to existing neighboring buildings through scale, texture and rhythm.



Casco Town Hall



D. STATEMENT OF PROJECT UNDERSTANDING & SCOPE OF SERVICES



PROJECT UNDERSTANDING

Acorn and our project partners are pleased to present our project understanding and scope of services for the Riverview House Mitigation Assessment and Design project. The following is meant to describe our understanding of the project as well as our anticipated approach to complete the tasks described in the RFP, as well as follow up conversations with the Town regarding additional scope.

We understand the Town adopted a Master Site Plan for the re-development of the property and recently started construction on the adjacent Waterfront Park project and would like to continue to evaluate mitigating flood hazards at the Riverview House, associated infrastructure, and surrounding grounds. Based on the RFP, it's understood that the Town is looking to provide Civil Engineering Assessment, Structural Engineering Assessment and Septic System design for the future planning and implementation/construction of hazard mitigation. Acorn Engineering, Inc. (Acorn) proposes that work be billed on a time and material basis at our prevailing hourly rates, with a not to exceed price as listed in Section F. Acorn's proposed Scope of Services are listed below:

1. Civil/Site Engineering Assessment:

Acorn's scope of services includes review of the Master Site Plan and FEMA floodplain maps to develop an engineering assessment of the building and surrounding area at risk of damage from Flood Hazards. Acorn would provide a site/civil engineering assessment in support of the development. Acorn has intimate knowledge of the site, as Acorn helped prepare original designs and permitting approvals associated with the adjacent Waterfront Park – Phase II project. In reviewing the existing FEMA Flood Insurance Rate Map (FIRM), we understand a portion of the property is currently mapped within a Special Flood Hazard Area (SFHA, Zone AE). SFHAs have restrictive standards that would provide road blocks on the potential development of the parcel. It's critical to identify these restrictions early in the project so appropriate planning can be applied for any future map revisions or permitting lead times with FEMA. It appears the building foundation is within the SFHA, however the finish floor elevation (FFE) is set approximately three feet above the SFHA. Minor regrading on the river front side of the building could allow for a FEMA Letter of Map Revision for Fill (LOMR-F).

Acorn's assessment will also include an evaluation of the hazards of the property as it pertains to future resiliency from substantial weather events, and key National Flood Insurance Program (NFIP) minimum standards pertaining to development in an SFHA, local shoreland standards, as well as any State or Federal natural resource permits triggered as a result of proximity to the Cathance River. It should be noted that Acorn staffs one of the limited certified floodplain managers (CFM) in the State, positioning them at the forefront of floodplain management rules and regulations and has successfully designed and permitted multiple map revisions throughout the state. Acorn's services may include:

Civil / Site Engineering Assessment

- Review existing reports, plans, and surveys.
- Perform site reconnaissance.
- Draft a report and recommendations for mitigation required by undertaking an engineering assessment of the risks to the building and surrounding area from flood hazards. This report will include key permitting restrictions as it pertains to the NFIPs minimum standards, local shoreland, and Maine DEP / USACE natural resource



PROJECT UNDERSTANDING

permitting triggers.

- Develop an existing conditions plan prepared in AutoCAD software, which may include:
 - Existing contour data based on LIDAR
 - Identify location of existing buildings, roadways, river extents, and FEMA special flood hazard area, permitting and local zoning setbacks
- Provide project timeline estimate.
- Provide and update throughout the effort an Engineer's Opinion of Probable Cost for the construction and potential cost of the proposed development that will be included as part of the Conceptual Design Report.

Meetings

- Attend and present at two (2) public meetings to show findings on the existing conditions and gather input on potential future building uses, as well as present conceptual designs ahead of preparing preliminary design plans.

2. **Structural Engineering Assessment**

Teaming up with our project partners, Ryan Senatore Architecture, the Structural Engineering Assessment scope of services includes providing building/architectural assessment in support of the development and review of the 2025 septic design for the building, along with future septic improvements. Structural Engineering Assessment services may include:

Conceptual Design and Code Review

Draft report with recommendations, along with budget and timeline for possibilities for the building and surrounding area to mitigate future flood hazards including but not limited to elevation, demolition, dry-proofing, wet-proofing, potential for building expansion, relocation, mitigation, re-construction, asbestos abatement, and mold abatement.

- IBC Code review
- NFPA 101 Code review
- ADA accessibility review
- Design Studies showing potential for building expansion, relocation, mitigation and or re-construction.
- Preliminary cost estimates



PROJECT UNDERSTANDING

Structural Assessment

- Review existing foundation and framing conditions
- Provide a report assessing existing conditions and recommendations

Abatement Assessment

- Review existing building conditions
- Provide a narrative assessing asbestos and mold abatement

Plan Preparation

Plan preparation for the creation of conceptual & preliminary design documents is anticipated to include the following drawings utilizing AutoCAD at an appropriate scale.

- Three (3) conceptual floor plans for Town and Public review and input
- One (1) Preliminary Floor plan set based on preferred conceptual plan
- One (1) Preliminary Exterior Elevations plan set based on preferred conceptual plan
- Renderings of proposed design concept

Meetings

- Attend and present at two (2) public meetings to show findings on the existing conditions and gather input on potential future building uses, as well as present conceptual designs ahead of preparing preliminary design plans.



PROJECT UNDERSTANDING

Septic System Design

Teaming up with our project partners, Albert Frick Associates, Inc., who previously designed and obtained the existing HHE-200 for the existing subsurface wastewater system on site, the new Septic System Design scope of services includes providing a design of an engineered pre-treatment septic system to supplement the existing design so that the Town can increase the capacity of the current design. Septic System Design services may include:

- Engineered System-Review
- Completion of Maine Subsurface Wastewater Disposal Application / HHE-200 Form
- Meeting with Department of Environmental Health

Plan Preparation

Acorn, in partnership with Albert Frick Associates, will provide supplemental engineered septic system plans to increase the capacity of the current plan to serve the building, the bathhouse across Route 24 at Maily Waterfront Park and future bathhouse at the adjacent Waterfront Park. Plan preparation is anticipated to include the following drawings utilizing AutoCAD at an appropriate scale, including:

- Sewage Disposal Plan
- Sewage Disposal Details and Specifications

All work and subsequent reports shall be performed by a Professional Engineer licensed in the State of Maine and a qualified Licensed Site Evaluator in accordance with the State of Maine Subsurface Wastewater Disposal Rules. It is assumed that any plans not developed by Acorn shall be available in an electronic form acceptable for use in AutoCAD. Acorn's scope does include coordinating with a Professional Licensed Land Surveyor in the State of Maine to provide an updated project Boundary & Topographic survey.

Changes by other consultants after the conceptual phase to the plans may affect Acorn's drawings, requiring additional, unforeseeable work by Acorn. Additional concept plans will be completed on a time and material basis.

By signing this Contract below the Client agrees to the attached Terms and Conditions contained within Acorn Engineering, Inc. proposal for professional Civil Engineering services.

Property Representative

Signature

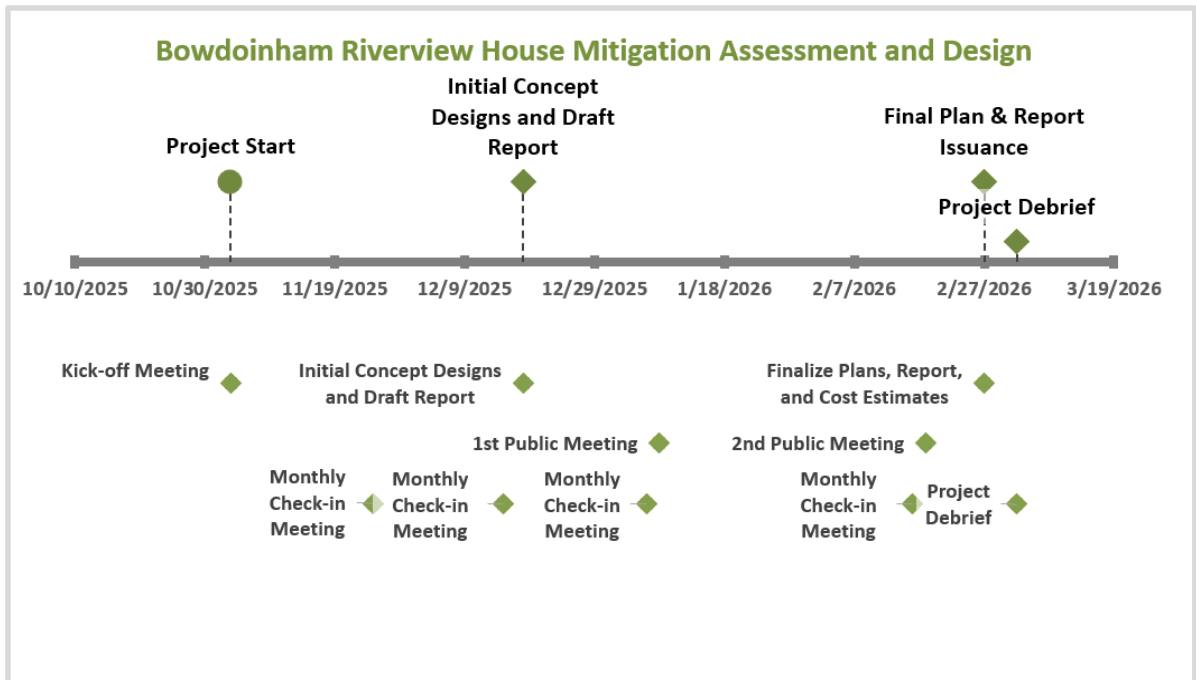
Title

Month/day/year

E. SCHEDULE



SCHEDULE



Tasks

Start	End	Label
11/3/2025	11/3/2025	Kick-off Meeting
11/25/2025	11/25/2025	Monthly Check-in Meeting
12/15/2025	12/15/2025	Monthly Check-in Meeting
12/18/2025	12/18/2025	Initial Concept Designs and Draft Report
1/6/2026	1/6/2026	Monthly Check-in Meeting
1/8/2026	1/8/2026	1st Public Meeting
2/16/2026	2/16/2026	Monthly Check-in Meeting
2/18/2026	2/18/2026	2nd Public Meeting
2/27/2026	2/27/2026	Finalize Plans, Report, and Cost Estimates
3/4/2026	3/4/2026	Project Debrief

Milestones

Date	Label
11/3/2025	Project Start
12/18/2025	Initial Concept Designs and Draft Report
2/27/2026	Final Plan & Report Issuance
3/4/2026	Project Debrief

F. FEE PROPOSAL



FEE PROPOSAL

The fees presented below have been established for the Scope of Services discussed in the previous pages.

Item	Description	Not to Exceed Fee
1.	Civil Engineering Assessment	\$ 19,200
2.	Structural Engineering Assessment	\$ 28,300
	Total	\$ 47,500

The fee estimate does not include work outside the scope of services including but not limited to items listed as Supplemental Services. Reimbursable expenses such as printing/copying, facsimiles, travel expenses, etc. are not included in the fees. All work shall be billed on a time and material basis at our prevailing hourly rates. Application fees are not included, as it is assumed that these will be paid by the Owner to the reviewing authority.

G. REFERENCES



REFERENCES

Nicole Briand

Town Manager
Town of Bowdoinham
(207) 666-5531
nbriand@bowdoinham.com

Jennie Franceschi

Director of Planning & Code Enforcement
City of Westbrook
(207) 854-0638
jfranceschi@westbrook.me.us

Justin Early, PE

Town Engineer
Town of Falmouth
(207) 699-5371
jearly@falmouthme.org

Steve Johnson, PE

Town Engineer
Town of Yarmouth
(207) 846-2401
sjohnson@yarmouth.me.us

APPENDIX A - SUPPLEMENTAL SERVICES & TERMS



Supplemental Services

Due to their nature, the following services would be difficult to define with respect to scope and, therefore, would be provided as supplemental services, as determined and if necessary. These and other services shall be provided on an hourly basis plus expense as outlined in the schedule of fees. Outside Consultants includes work not performed by Acorn Engineering, Inc. Outside consultants shall contract and bill directly to the Client. Any management of outside consultants by Acorn Engineering shall be billed on a time and material basis.

Variance and Appeals Applications

Any variance or appeals applications or waiver request will which affect the scope of the design or the project will be compensated for on an hourly basis plus expenses.

Agency Review and Responses

Acorn Engineering cannot foresee comments which will be received from the various regulatory agencies and neighborhood groups during review of the project and, therefore, preparation of responses to comment, which affect the scope of the design or the project will be compensated for on an hourly basis plus expenses. Examples include: common scheme of development, flood studies, historical studies, neighborhood meetings, offsite stormwater studies, additional planning board submittals or attendance at the City requested site walk. Responses to minor comments such as for clarification, providing design data, etc. are included in the budget fee.

Boundary & Topographic Land Survey – Outside Consultant

Including but not limited to the research and design of boundary property lines, topographic information, and existing conditions of the parcel.

Geotechnical Investigations or Design – Outside Consultant

Including but not limited to the design of retaining walls, foundation design, onsite soil/bedrock investigations, soil surveys and test pits.

Structural Design – Outside Consultant

Including but not limited to the design of retaining walls, foundation design, and concrete surfaces.

Traffic Report/Traffic Impact Analysis – Outside Consultant

Including but not limited to Traffic report or impact analysis, or a letter stating why it is not necessary.

Natural Resource Inventory – Outside Consultant

Including but not limited to the identification, locating, mapping, design or permitting of any required natural resources, such as wetlands, vernal pools, rare, threatened, or endangered species and streams.



Miscellaneous Plans/Reports/Studies – Outside Consultant

Including but not limited to Easement/Legal Exhibits, Subdivision Plat, Landscape Plan by PLA, Photometric Plans, Fire Code Analysis, Mechanical, Plumbing and Fire Protection Engineering, Energy Modeling, LEED Certification process, BIM (Building Information Modeling), etc.

Environmental Site Assessment

If necessary, Acorn Engineering can provide a Phase 1 - Environmental Site Assessment to evaluate potential environmental liabilities due to oil and/or hazardous materials impacts.

Construction Phase Services

Construction phase services shall include as required; construction administration, shop drawing review and approval, site inspections and reports, Erosion and Sedimentation Control Inspections, stormwater best management inspections and post construction stormwater inspections (if required), Special Inspections and Materials Testing, as well as a punch list at the conclusion of construction.

The Contractor shall maintain a set of drawings on which shall be recorded accurately as the work progresses, the actual dimensions and grades of all their work, indicating thereon all variations from the drawings issued for Construction. The record shall include the work of all Subcontractors. All recorded data shall be transferred by the Contractor to electronic AutoCAD drawings and labeled "As-Built" to the Town's satisfaction.

It is assumed that the project shall not require written specifications or conditions above and beyond what is included within the plan set and the Client will prepare the contract documents with the selected General Contractor.

Legal Documentation – Outside Consultant

Including but not limited to preparation of deeds, easements, conservation easements, covenants, home/property owner's association declarations and by-laws, or other such agreements and documents, etc.



ACORN ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

The standard of care for all professional services performed or furnished by Acorn Engineering, Inc. (ACORN) under this agreement shall be the care and skill ordinarily used by members of the civil engineering profession practicing under similar circumstances at the same time and in the same locality. ACORN makes no warranties, express or implied, under this agreement or otherwise, in connection with its services. Civil Drawings will be stamped by an engineer licensed in the State of Maine, and will include civil notes, plans and details describing civil requirements. It is understood that the client will hire and experience contractor who is capable of installing civil components at areas not fully described in the notes and details and that the contractor will notify ACORN if and when additional civil guidance is needed.

1. **BILLING AND PAYMENT:** Invoices will be submitted by ACORN monthly or semimonthly, at ACORN's discretion. Any objection to an invoice must be made by the client, in writing, within ten (10) days, or the objection will be waived. Payment is due within thirty (30) days from invoice date. An invoice remaining unpaid after thirty (30) days will be subject to interest of one and one-half percent (1-1/2%) per month. If the client does not pay an invoice within thirty (30) days, ACORN may, thereafter, on ten (10) days prior written notice, elect to terminate all further services, without incurring any liability to the client. If ACORN terminates services because of non-payment, the client will pay ACORN for all services and expenses, according to the Agreement, through the termination date, interest and cost of collection, including reasonable attorney's fees. In collecting any fee due from client, ACORN may, but is not required to, submit the matter to mediation in accordance with the terms of paragraph 2 below.
2. **DISPUTE RESOLUTION:** Any claims or disputes between the Client and ACORN shall be submitted to non-binding mediation, and if not resolved within 60 days then to binding arbitration under the rules of the Maine Arbitration Act.
3. **ACCESS TO SITE:** The client will provide for the right of entry of ACORN, our consultants, our subcontractors and all necessary equipment in order to complete the work. If any of ACORN'S services are to be carried out on property or facilities not owned or occupied by the client, the client represents to ACORN that the owner and occupant have given the client permission for ACORN to enter and perform our services.
4. **NORMAL DISTURBANCE:** While ACORN will take all reasonable precautions to limit damage to the property, it is understood by the client that equipment used in performing ACORN'S services will, to some degree during the normal course of work, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subterranean structures. The restoration of such damage is not included in ACORN'S fees or prices and is not included as part of this Agreement unless specifically identified in the scope of services.
5. **UTILITIES:** In the prosecution of its work, ACORN will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold ACORN harmless from for any such damage or injury that cannot be avoided using reasonable precautions. The client also agrees to hold ACORN harmless for any damages to subterranean structures that are not called to ACORN'S attention by the owner/client or the local agency coordinating subsurface utility information (e.g. Dig Safe) or that are not correctly shown on the plans.
6. **SERVICES OF OTHERS:** On occasion, ACORN engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be hired with the client's approval, which the client agrees not to withhold or delay unreasonably. The cost of such services will be included in our invoice.



7. **TIMELINESS OF PERFORMANCE:** The Client and ACORN are aware that many factors outside ACORN's control may affect ACORN's ability to complete the services to be provided under this Agreement. ACORN will perform these services with reasonable diligence and expediency consistent with sound professional practices.
8. **CONSTRUCTION OBSERVATION SERVICES:** If ACORN'S services include observation of construction on a site, ACORN will carry out our observation in accordance with generally accepted professional practices of similar engineers and consultants. ACORN'S services will not include any supervision of any contractor or subcontractor other than its own. The construction contractor will remain solely and completely responsible for enforcement of and compliance with 1) all contract plans and specifications and 2) all site working conditions and safety requirements, day and night, for both persons and property, in each case both by the contractor and its subcontractors. These include all OSHA, NIOSH, U.S. EPA and any other applicable governmental regulations. ACORN'S observations and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the construction site.
9. **OPINIONS OF PROBABLE COSTS:** Since ACORN has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications only. These opinions represent best judgment as a design professional familiar with the construction industry. However, ACORN cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ACORN. If the Client wishes greater assurance as to the construction cost, an independent cost estimator shall be employed by the Client.
10. **OWNERSHIP OF DOCUMENTS:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ACORN as instruments of service, shall remain the property of ACORN. Copies of such documents will be made available to the client upon request. The client agrees that if it fails to pay for any reports or other work that ACORN furnishes to the client or its agents, the client will return all copies of such reports and other work product to ACORN upon demand and will not use them for any purpose. The reports and other materials prepared by ACORN are not suitable for later reuse by the client or others on the project, any extension, or other sites or projects, nor at future times not contemplated by our reports. If the client reuses anything prepared by ACORN, or if others seek to use them, it will be at the client's and their sole risk, without liability to ACORN. In case of such unauthorized reuse, the client will hold ACORN harmless against all claims.
11. **INDEMNIFICATION:** The Client shall indemnify and hold harmless ACORN, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the project which is the subject of this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ACORN.

It is understood and agreed that, in seeking ACORN'S consulting services under this Agreement, the client is requesting ACORN to undertake potentially uninsurable obligations for their benefit involving the presence or potential presence of hazardous substances. Therefore, the client agrees to hold harmless, indemnify and defend ACORN from and against all claims, losses, damages, liability, and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of ACORN'S sole negligence in the performance of services under this Agreement.



12. **INSURANCE:** ACORN maintains the following insurance: General Liability; Automobile; and, Professional Liability. Professional liability and other insurance coverage's may not be available to ACORN, or the profession as a whole, to cover work with certain hazardous substances. ACORN will furnish certificates of insurance at your request. ACORN will not be responsible for any loss, damage or liability beyond the amounts, limits, or exclusions and conditions of such insurance. A separate limit of our liability for negligent professional acts, errors or omissions or breach of contract is set out in Section 13. ACORN will not be responsible for any loss, damage or liability arising from client's negligent acts, errors and omissions and those by their staff, consultants and agents or from those of any person for whose conduct ACORN is not legally responsible.

13. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and ACORN, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the total liability of ACORN to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the value of the contract. Such causes include, but are not limited to, ACORN's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Any action by client for breach of this contract must be commenced within two (2) years after the cause of action accrued. Causes of action between the parties relating to acts or failures to act shall be deemed to have accrued not later than the date payment to ACORN is due pursuant to paragraph 1 above.

14. **CONFIDENTIALITY:** ACORN will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. ACORN will not disclose such information without the client's consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with applicable laws or regulations; 3) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; and/or 4) protection of ACORN against claims or liabilities arising from the performance of services under this Agreement. ACORN'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

15. **GOVERNING LAW; SEVERABILITY; MODIFICATIONS; ASSIGNMENT:** This Agreement shall be governed and enforceable in accordance with the laws of Maine, the State in which ACORN'S office is located, which shall be deemed the place of contracting. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity and enforceability of any other provisions. This Agreement, made up of our authorized scope of services and budget for the project and these Terms and Conditions, represents the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by the client. These Terms and Conditions shall survive the completion, or termination, of our services for the project. Any assignment of the client's rights under this Agreement requires ACORN'S prior written consent.

16. **CERTIFICATIONS:** ACORN will not execute or stamp any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence ACORN has not independently ascertained.

17. **FORCE MAJEURE:** Neither party shall be liable to the other for any failure to perform or delay in performing its obligations hereunder (other than an obligation to pay money) caused by any circumstances beyond its reasonable control, including but not limited to acts of war, interruption of public utilities, defaults of suppliers or subcontractors for any reason whatsoever and all types of industrial disputes, lock-outs and strikes.



18. **TERMINATION OF SERVICES:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay ACORN for all services rendered and all reimbursable costs incurred by ACORN up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving ACORN not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or ACORN's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of ACORN, the Client shall pay ACORN, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by ACORN in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** 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 Client or ACORN. ACORN's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against ACORN because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



*201 Federal St., Portland, ME
an Acorn Engineering project*