

Mr. Peter Cohen Head of School 17 Lime Street Marblehead, MA

Dear Peter,

Thank you for the opportunity to provide you with a design proposal for your upcoming renovations and expansion at MCCPS. It is with great enthusiasm for the project that I am submitting to you the attached proposal, which is based on the documents received, our walk-throughs, and our communications regarding the project.

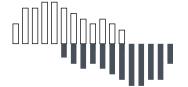
With our firm's extensive expertise in adaptive reuse and interior renovation projects and deep roots north of Boston, we are confident we can provide the school a high level of service, expertise and leadership for the schematic phase of this very exciting project that will lay the foundations for the future at MCCPS.

Please contact me with any questions you may have regarding the attached.

Thank you and kind regards,

Mika Evell

Miika Ebbrell, AIA LEED AP, Principal



PROJECT UNDERSTANDING

The purpose of this project is to create schematic design drawings and three realistic renderings of MCCPS' planned expansion into the adjacent warehouse with some other associated renovation work, such as restroom reconfiguration/expansion, and reprogramming (no construction) of existing school space, including the 4th and 5th grade classrooms and overall circulation. The project area is approximately 12,000 SF.

The project will use the Architectural Programming drawing created by the Facilities Task Force as the basis for the project initiation and build upon and refine these concepts in the design phase.

Goals for the project include:

- 1. Create a state-of-the-art school facility for the upper school students to include a STEM lab, performance space, three classrooms, and a conference room.
- 2. Redesign and rebuild/expand bathroom facilities adjacent to the warehouse space in order to accommodate new occupancy requirements. We also understand that these restrooms will be tied into a new sanitary line to replace the existing pump system.
- 3. Create office/small work spaces to better support school faculty and support students' educational needs.
- 4. Fit-out MCCPS' current warehouse space and improve traffic flow across the school, while maximizing the available expansion space with additional amenities, such as lockers and/or break-out areas.
- 5. Analyze the code, MEP and egress upgrades as needed to support the change in use from unoccupied warehouse space to active use for school programs.

ABOUT US



MAINE
VERMONT
NEW HAMPSHIRE
MASSACHUSETTS
CONNECTICUT

Ebbrell Architecture + Design is a Massachusetts-Certified Women-Owned (WBE) boutique commercial architecture and interior design firm. We specialize in interior renovations, adaptive reuse and building repositioning projects, from complex space planning/programming efforts to technical fitouts and building renovation and reuse projects. Our company is comprised of a dedicated group of talented and experienced design professionals who pride ourselves on being flexible, responsive, energetic and highly creative, and who exemplify the firm's value proposition of big company talent in a boutique, clientfocused studio. Our firm's work is concentrated in New England and due to our local focus and deep background of our team in the Boston area, we have established strong relationships with a wide network of industry experts with whom we routinely collaborate. Ebbrell Architecture + Design's philosophy and processes are aimed at delivering exceptional design with a high degree of functionality and value.

Thoughtful design that delivers

- Boutique commercial architecture and interior design firm.
- Specialize in fit-outs, adaptive reuse and building repositioning projects in corporate interior, lab/tech/manufacturing + community/recreational sectors.
- Small group of talented, experienced design + architecture professionals with deep local connections.
- Flexible, responsive, diligent + creative.

*See project examples at end of proposal



PROJECT TEAM



MIIKA EBBRELL, AIA, LEED AP | PRINCIPAL-IN-CHARGE

Miika Ebbrell is a licensed architect in Massachusetts, New Hampshire, Connecticut, Maine and Vermont, and a LEED-Accredited Professional. Originally from Canada, Miika worked with Architectural and Interior Design firms across Canada and in Massachusetts on a wide range of building types and project sizes. After many successful years at the GUND Partnership in Cambridge and Winter Street Architects in Salem, MA, where she was an Associate with the firm, Miika established her own practice in Boxford MA. Ebbrell Architecture + Design specializes in commercial interior fit-out projects, working with clients, tenants, landlords and developers to realize high quality design projects, often within tight time and budget constraints.

*See team resumes at end of proposal



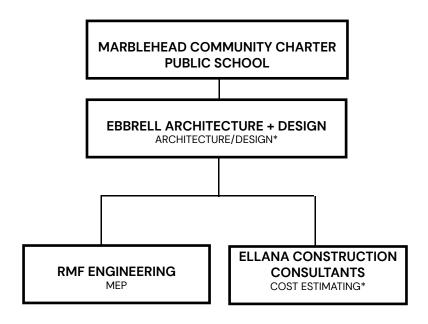
ARIANE PURDY, RA, LEED AP SENIOR ARCHITECT

Ariane L. Purdy is Massachusetts-Registered Architect and a LEED Accredited Professional. She has worked with a variety of different firms and individuals, and her expertise is wide-ranging, focusing primarily on interior architecture, commercial renovations, adaptive reuse, higher education, and laboratory projects. With a passion for finding new ways to use materials and lighting, Ariane strives to elevate design concepts generated with her clients so that the outcome exceeds expectations and brings to life the "whole" idea, while at the same time making space and structure work together to serve those using them.



JESSICA CARGILE
NCIDO, LEED AP
SENIOR INTERIOR DESIGNER

Jessica Cargile is a licensed Interior Designer and LEED accredited professional with wide-ranging experience in multiple disciplines. Jessica started her design career in healthcare, and later broadened her portfolio to include higher education, corporate interiors, lab design and public K-12 design. Specific sites where these skills were implemented include Brimmer and May School, Horace Mann, and North Reading Middle and High School, and has been personally requested by Project Managers to facilitate projects due to her meticulous work ethic coupled with design expertise.



* MA Certified Women-Owned Business (WBE)



SCOPE OF SERVICES

1. Pre-Design

- Ebbrell and Engineers to visit site and gather existing conditions information.
- Ebbrell to create existing plans to serve as foundation for project.
- Meet with Client stakeholders for a project kick-off meeting. Discuss design needs and parameters for the design.
- Confirm spatial requirements as established in the Facilities Task Force Architectural Programming study with the Client including but not limited to: the extent of demolition within the warehouse (e.g. mezzanine), location and configuration of each program function, programmatic adjacencies, and circulation throughout the school as a whole.
- Review requirements for design details such as material finishes, hardware, lighting, electrical/data, etc. with the stakeholders.
- Collect necessary new and existing "FF+E" (Furniture, Fixtures & Equipment) information for the areas impacted by the renovation.
- Summarize data collected in meeting minutes/ memo. This will form the basis of the design.

2. Code Review

- Perform a code walk-through of the expansion space, areas where the existing space connects to the expansion space, and the exterior of the expansion space.
- Review code-related items including but not limited to circulation, egress, accessibility, and plumbing fixture counts.
- Review building envelope conditions within the warehouse such as wall insulation requirements, fenestration, and a discussion regarding the approach for the roof.
- Present code-related findings to the client in memo format.

3. Test Fit Plans

- Using the information gathered during Tasks 1 + 2, work with the Client to finalize the new plan layout. This may include presenting a single option, or up to three different options or variations on options for consideration by the client.
- Work with the Client through up to three rounds of revisions to finalize the plan layout that will form the basis of the Schematic Design Drawings.

4. Schematic Design Drawings

- Ebbrell will produce a set of Schematic Design Drawings for the project that incorporates and elaborates on the information gathered and developed in Tasks 1–3. The schematic design drawings will be for the architectural scope only.
- Develop outline specifications that set the basis of design and quality standards for schematic level pricing.
- Produce a schematic design set of drawings for pricing, capital funding, and scoping of the project, comprised of the following:
 - ♦ Code review
 - General notes
 - Outline specifications
 - Demolition plan
 - Construction plan
 - Interior finish plan
 - Reflected ceiling plan
 - Notes regarding specialty details or unique project features that may impact pricing.

SCOPE OF SERVICES (Cont'd)

5. MEP Narrative

- In consultation with the MEP/FP engineers, develop an MEP narrative to assist the cost estimator with their pricing exercise.
- The deliverable will be in narrative format (no drawings) and will provide scoping and sizing information for the MEP items involved in the renovation and expansion such as new HVAC, electrical, lighting, fire alarm, plumbing and fire protection systems.

6. Realistic Renderings

- Provide (3) realistic 3D renderings of the expansion/renovation project to be used for the capital campaign and to illustrate the design concepts to the stakeholders and community.
- Renderings may be of the STEM lab, performance space, and a representative classroom, or whichever spaces the Client team determines would be the most effective in communicating the design.

7. Cost Estimate

- Provide the schematic design package to a cost estimator so that they may develop a cost estimate for the total project.
- In addition to the "hard construction" items described in the schematic design drawings and MEP narrative, Ebbrell will work with the client to develop a narrative/spreadsheet of other owner items that will be required for the expansion/renovation, including items such as but not limited to: Furniture, fixtures and equipment (FF&E), AV, and IT.
- Soft costs such as design fees for the construction drawings will also be included in the estimate.
- *In lieu of a cost estimator, the Client may opt to on-board a contractor to provide preconstruction services, including estimating, to act as a partner in the development of project during the schematic design phase

8. SOW package

- Collect all information gathered and generated in tasks 1-7 into a final Statement of Work package.
- Provide to the Client a list of recommendations for contractors that can execute the construction phase of the expansion/renovation.



PROPOSED FEE

We propose fees as broken down in the table below for the scope of design services as described herein.

Our proposal is based on a project size of 12,000 Square Feet.

ARCHITECTURAL SERVICES	\$17,000	
MEP/FP NARRATIVE	\$4,950	
(3) REALISTIC RENDERINGS	\$4,500	
COST ESTIMATING	\$9,350	

- We have included up to four (4) in-person site visits, meetings, and/or presentations (e.g. capital campaign community presentation) with the Client in our proposal, plus an additional four (4) virtual meetings.
- The fees above do not include reimbursable expenses. We estimate an expense budget not-to-exceed \$1,000 for this project. Reimbursable expenses include project-related expenses including but not limited to travel, printing and couriers and are billed to the client at cost plus 10%.
- Work will be billed monthly based on percentage of work complete, due upon receipt unless otherwise negotiated.
- Our proposal is valid for a period of 60 days.

The following items are EXCLUDED from this proposal but can be added via (a) separate proposal(s) if needed:

- Presentations and meetings with authorities having jurisdiction and town officials/boards (e.g. building inspector, planning board, fire department, etc)
- Acoustical and other engineering services or specialty consulting services not specifically included in this proposal.
- Audio visual (AV), IT and security system design
- Making any revisions to the drawings, subsequent to issuing the final SOW package.

PROPOSED SCHEDULE

		Weeks												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Task 1: Pre-Design														
Task 2: Code Review														
Deliverable: Pre-design/Code Review Memo			4											
MCCPS Review and Approval to proceed			9	\(\)										
Task 3: Test Fit Plans			()								
Deliverable: Test Fit Plan														
MCCPS Review and Approval to Proceed)							
Task 4: Schematic Design Drawings							-							
Task 5: MEP Narrative								•						
Deliverable: SD drawings & MEP narrative														
MCCPS Review and Approval to Proceed														
Task 6: Realistic Renderings														
Task 7: Cost Esimtate										4				
Task 8: SOW Package													9	
Deliverable: SOW package														\Diamond

14 weeks x 5 days/week = 70 working days

Schedule: Timeline View*

Task 1: Pre-Design	2 weeks
Task 2: Code Review	2 weeks
Deliverable: Pre-design/Code Review Memo	0 days
MCCPS Review and Approval to proceed	0 days
Task 3: Test Fit Plans	2 weeks
Deliverable: Test Fit Plan	0 days
MCCPS Review and Approval to Proceed with SD	1 week
Task 4: Schematic Design Drawings	3 weeks
Task 5: MEP Narrative	2 weeks
Deliverable: SD drawings & MEP narrative	0 days
MCCPS Review and Approval to Proceed with Estimating	1 week
Task 6: Realistic Renderings	2 weeks

Schematic Design Phase for Pricing

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Principal/Senior Architect \$180 / hour
Architect \$170 / hour
Interior Designer \$150 / hour

Estimated total number of architectural hours for project: 100 Hours

*Note that the schedules provided are presented here for discussion. Further conversation with MCCPS will be needed regarding personnel availability (e.g. holidays), start date, time needed for internal approvals, etc. Establishing a milestone schedule with MCCPS will be one of the first tasks undertaken at the outset of the project.

Task 7: Cost Esimtate

Task 8: SOW Package

Deliverable: SOW package

1 week

0 days

FUTURE PHASES

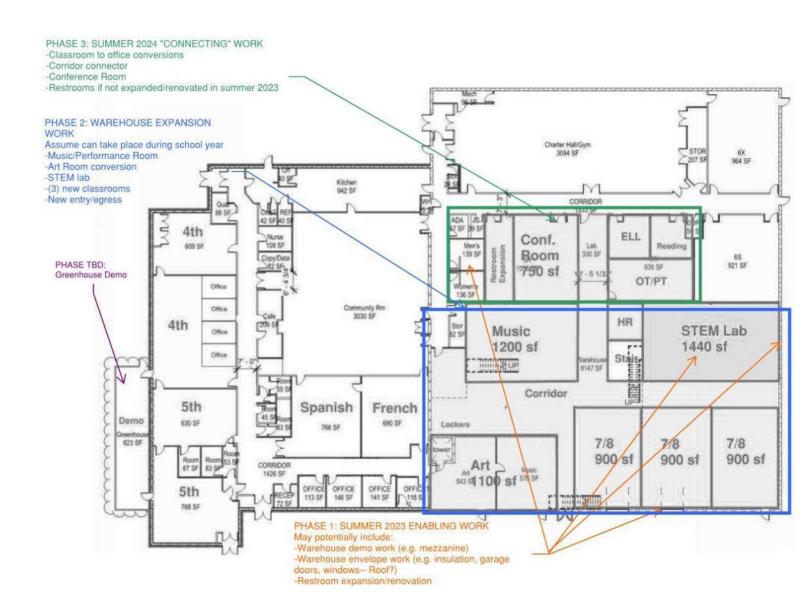
As part of our proposal, we have endeavored to evaluate the total project timeline and the steps involved, from this initial Schematic Design with Estimate phase through MCCPS' targeted occupancy of August 15, 2024, which will need to be balanced with the timing of the capital fundraising. Without more in-depth conversations with the school about funding timelines, availability of decision-makers, availability of the spaces for construction, if a contractor will be on-boarded early for preconstruction services, if the same contractor would be used for all phases, and many other factors, this is a hypothetical exercise that we hope can help guide future planning discussions, and we hope will demonstrate our understanding of the overall approach to the project. See plan diagram on following page that illustrates our approach to the three phases indicated in our schedule below.

Name ∨	Duration ∨	Start ∨	Finish 🗸
Schematic Design Phase with Estimate 1	16 weeks	12/5/2022	3/24/2023
Capital Campaign Start ²	0 days	3/27/2023	3/27/2023
MCCPS approval to proceed with summer 2023 Phase 1 work 3	1 week	3/27/2023	3/31/2023
Phase 1 Construction Documents: Summer 2023 enabling work	4 weeks	4/3/2023	4/28/2023
Phase 1 Bidding and contractor award: Summer 2023 enabling work	4 weeks	5/1/2023	5/26/2023
Phase 1 Permitting: Summer 2023 enabling work	4 weeks	5/29/2023	6/23/2023
Phase 1 Construction: Summer 2023 enabling work	10 weeks	6/26/2023	9/1/2023
Phase 2 & 3: Design Development ⁴	10 weeks	8/21/2023	10/27/2023
Phase 2 & 3: Construction Drawings	12 weeks	10/30/2023	1/19/2024
Phase 2 & 3: Bidding, Contractor On-Boarding	4 weeks	1/22/2024	2/16/2024
Phae 2 & 3: Permitting	4 weeks	2/19/2024	3/15/2024
Phase 2 Construction: Warehouse work	14 weeks	3/18/2024	6/21/2024
Phase 3 Construction: Summer 2024 "Connecting" work	7.8 weeks	6/24/2024	8/15/2024
Target Occupancy, all phases: Aug. 15, 2024	0 days	8/15/2024	8/15/2024
MCCPS Move in, set up for Sept 2024	2 weeks	8/16/2024	8/29/2024

NOTES:

- 1. Schematic Design with Estimate phase is increased to 16 weeks in this version of the schedule (vs. that shown on the previous page) if we assume a December start to account for lost working time over the December holidays/new year.
- 2. Assume Capital Campaign will start after delivery of the Schematic Design Estimate. Is this enough time to fund summer 2023 work/how will summer 2023 work be funded?
- 3. This schedule assumes that 1 week after delivery of the Schematic Design and Estimate package, MCCPS releases the architect and engineers to proceed with producing a Summer 2023 "Phase 1 Construction" drawing package.
- 4. This schedule assumes that while summer 2023 construction work is wrapping up, the architect and engineers are being released to begin design development on the drawings for the rest of the construction (phase 2 & 3)

FUTURE PHASES



Phasing Diagram Corresponding to Schedule on Previous Page

>> 29 EAST STREET CONVERSION PHASE 1> SWIM SCHOOL

WINCHESTER, MA 10,000 SF 2016





"Before" Photos of former industrial building









Looking for a second location to expand a successful children's swim school, a visionary client set their sights on a former industrial building in Winchester. In this adaptive reuse project, Ebbrell Architecture + Design was tasked with replacing and improving upon the design aspects established at the original school, as well as working to conform the new building use to meet all state and local regulations.

- Full glass divider wall allows parents a clear view of the new custom in-ground swimming pool.
- Proximity of lockers and bath rooms carefully considered in relationship to parental supervision needs.
- Whimsical and fun design elements play feature role in the custom millwork and flooring design.

>> 29 EAST STREET CONVERSION PHASE 2> PRESCHOOL & GYM

WINCHESTER, MA 5,500 SF 2021









When the adjacent space became available, repeat client Little Flippers again called on Ebbrell Architecture + Design to help fit out their new concept for an educational gym and preschool activity campus.

- Created a 'campus' of early childhood educational and recreational facilities in one facility including swimming, parties/camps, gymnastics and preschool.
- Worked with the client and an early childhood educational consultant to configure the preschool space into four preschool classrooms for the optimal number of students with appropriately apportioned facilities and outdoor space for each room.
- Developed an open gymnastic space with viewing and cubby storage that could work in conjunction with the other programs or independently.
- Refreshed the entire space with new, bright finishes, pops of color and maximized natural light wherever possible.

>> BRIMMER AND MAY SCHOOL

Chestnut Hill, MA 4,600 SF 2022







Ebbrell Architecture + Design completed updates to Brimmer and May School's Lower School grade 4 and 5 classrooms and administrative offices, which are situated in Cummings Hall on this private school's Chestnut Hill campus.

- Combined smaller rooms into larger classrooms to accommodate the school's evolving classroom capacity requirements. The 3-story building was formerly a residence and room sizes were not ideal for larger classrooms.
- Implemented new finishes and lighting in several spaces to provide the school with a refreshed look for the upcoming school year
- Specified new lockers for improved student storage and organization
- Completed the project during an aggressive "summer slammer" schedule in time for classrooms to be set up and open for the start of school in September.

>> CLEARWAY SCHOOL

Newton, MA 10,000 SF 2021







Ebbrell Architecture + Design helped bring new life to a former parochial school to create a modern, intimate learning environment for nonprofit Clearway School. EAD doubled the amount of classroom space by creating smaller rooms to better facilitate their class sizes and education style. A simple, branded color palette and re-lamped lighting transformed the dark halls and classrooms into light-filled spaces for state-of-the-art learning.

- Converted larger classrooms into smaller, intimate settings for learning while doubling room count.
- Used floating linoleum floors to refresh the look of old VCT in classrooms and conference rooms.
- Created a clean color palette using the school's signature blue to create a cohesive, calming, modern learning environment.
- Completed the project during an aggressive "summer slammer" schedule in time for classrooms to be set up and open for the start of school in September.

>> PIKE SCHOOL LIBRARY CLASSROOM

Andover, MA 500 SF 2019

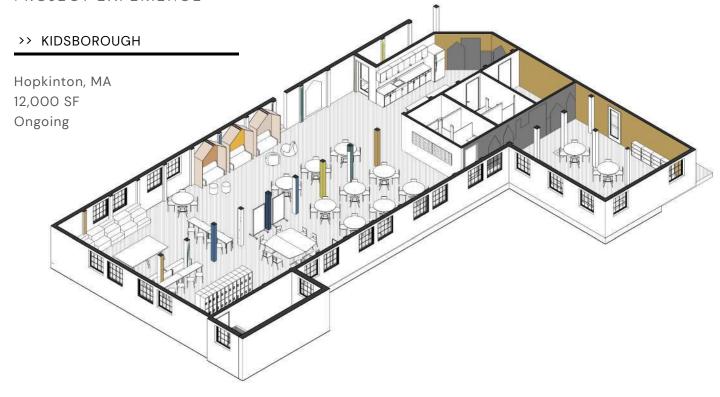


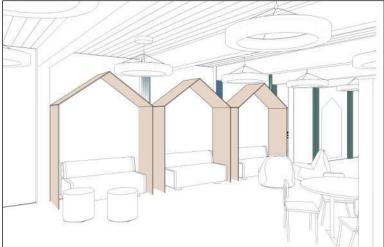




Ebbrell Architecture + Design worked with The Pike School to help create a new Spanish classroom within the existing Library. Several studies were done by EAD to determine the best place in the building to carve out a new classroom and EAD creatively reconfigured the library furniture to make this location work.

- Carved a new classroom space out of the existing Library
- Used transom glass to match existing construction with additional filmed glass below to allow light to pass through the classroom into the library
- Full height glass panel allows for future flexibility to create a door into the Library if needed
- Studied multiple locations in the building for the location of a new classroom, helped the client determine the Library was the best place
- Helped reconfigure the Library furniture to accommodate the new classroom







Ebbrell Architecture + Design is currently working with Kidsborough in Hopkinton to redesign two floors of their existing facility of 8,000 SF and expand the facility onto a third level of 4,000 SF. The aim of the project is to expand their current K-4 after school offerings to also include all-day infant and toddler daycare within the historic brick and beam building they occupy, formerly a shoe factory built in 1860.

- Crafted a variety of age-appropriate themed environments and spaces for different ages and grade levels using a combination of moveable furniture items and hard construction
- Developed indoor interactive gross-motor and activity spaces highlighted through the use of color and materials
- Conceived of a child-friendly pallet of colors and materials with an elevated and homey design sensibility to be both welcoming and comforting for children and parents
- Enhanced wayfinding through the use of color and iconic wall graphics

MIIKA EBBRELL

AIA, LEED AP

EXPERTISE

Miika Ebbrell is a Massachusetts, New Hampshire, Maine, Vermont and Connecticut licensed Architect and LEED Accredited Professional. Prior to establishing her own firm, Miika worked with Architectural and Interior Design firms across Canada and in Massachusetts on a wide range of building types including corporate commercial interiors, single- and multi-family residential projects, theaters, recreation centers, and higher education projects, to name a few. After many successful years at the GUND Partnership in Cambridge and Winter Street Architects in Salem, MA, where she was an Associate with the firm, Miika established her own practice in Boxford MA.

· Licensed Architect, Massachusetts, New Hampshire, Connecticut, Maine and Vermont

WORK EXPERIENCE

Ebbrell Architecture + Design Boxford, MA

2015 - Present

Principal

- 29 East Street, Phase 1 & 2; 15,500 SF
- Kidsborough Hopkinton; 12,000 SF
- Brimmer and May School; 4,600 SF
- · Clearway School; 10,000 SF
- Northeastern University Dean of Science Offices; 3,800SF
- Cambridge Scientific; Bio/Chem Incubator labs; 2,700 SF
- Festo; Testing/Engineering labs and office; 9.000 SF
- · Skillsoft; 40,000 SF Office Fit-out
- Ono Pharmaceutical; 13,000 SF Office Fit-out

Town of Boxford, Boxford, MA

2013 - 2016

Vice Chair, Permanent Building Committee

Winter Street Architects Salem, MA

2011 - 2014

Associate

- SAP; corporate interior renovation; 60,000 SF
- UMASS Lowell interior renovation O'Leary Commons
- Salem State University Campus Police Relocation, 15,000 SF
- Wyss Institute at Harvard University; 20,000 SF

The GUND Partnership Cambridge, MA

2005 - 2009

Architectural Designer

- Job captain, Project manager (CA), Interior Design (Lead); South Franklin Circle Senior Living Community (\$130M, 2009)
- Lead Designer; GUND Studio Renovation (\$0.5M, 2007)

2004 -2005 2003- 2004 2001 - 2003 1995 - 2000

The Arcop Group
Dan S. Hanganu Architects
Roger Hughes + Partners Architects
Number Ten Architectural Group

Montreal, QC Montreal, QC Vancouver, BC Winnipeg, MB

EDUCATION

University of Manitoba,

Master of Architecture

Canada 2003

University of Manitoba, Canada

Bachelor of Environmental Design

1998

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e: miika@ebbrelldesign.com

t: 617-959-4322



ARIANE PURDY

RA, LEED AP

EXPERTISE

Ariane Purdy is a Massachusetts-Registered Architect and a LEED Accredited Professional. She has worked with a variety of different firms and individuals, and her expertise is wide-ranging, focusing primarily on interior architecture, commercial renovations, adaptive reuse, higher education, and laboratory projects. With a passion for finding new ways to use materials and lighting, Ariane strives to elevate design concepts generated with her clients so that the outcome exceeds expectations and brings to life the "whole" idea, while at the same time making space and structure work together to serve those using them.

· Licensed Architect, Massachusetts

WORK EXPERIENCE

Ebbrell Architecture + Design Boxford, MA

2015 - Present

Senior Architect

- 29 East Street, Phase 1; 10,000 SF
- Northeastern University Dean of Science Offices; 3,800SF
- Oxford Immunotec; Office & BL2 Lab; 17,000 SF
- Ono Pharmaceutical; 13,000 SF Office Fit-out
- Cambridge Scientific; Bio/Chem Incubator labs; 2,700 SF & 7,000 SF
- 77 Chapel Newton; Bio/Chem Incubator labs; 4,700 SF

Independent Contractor Greater Boston

2012 - 2015

Architect

- Harvard Medical School; Cryo-Electron Microscopy Center
- Logan Airport; BIM Manager and team member for Terminal C renovations
- Consultant for laboratory and office design projects

Winter Street Architects Salem, MA

2008 - 2012

Architect

- Wyss Institute; Multi-disciplinary research lab; 20,000 SF (\$9M, LEED Platinum)
- UMass Lowell O'Leary Learning Commons (\$2M)
- Multi-phase renovation at Salem State University including offices, classrooms, machine shop, and data center (\$2.5M)
- Harvard Medical School research labs (various)
- Merrimack Pharmaceuticals labs and offices (various)

Wilson Architects (now Wilson HGA) Boston, MA

2005 - 2008

Architectural Designer

- Project Coordinator; Classroom prototypes, student commons for Duke University
- · West Campus Backfill master plan for Duke University
- Lead Designer for physical sciences laboratory fit-out at Harvard University (\$7M,)
- University of Chicago North Science Quad master plan

EDUCATION

University of Texas Austin, TX

2005

University of California-Santa Cruz,

Cupertino, CA

2002

Graphic Design Certificate

Master of Architecture

Cornell University, Ithaca, NY

1997

Bachelor of Science, Human Development and Family Studies (Focus on Elementary Education)

JESSICA CARGILE

NCIDQ, LEED AP

EXPERTISE

Licensed Interior Designer with eleven years' experience in multiple disciplines including healthcare, higher education, corporate interiors, lab design and public K-12 design. LEED accredited professional who assisted in the documentation and development of projects at an array of facilities. Specific sites where these skills were implemented include multiple Salem State University projects, Scituate Middle School, North Reading Middle/High School, Medfield Public Safety, Merrimack Pharmaceutical Labs, Harvard Medical School, Wyss Institute of Technology, and South Shore Hospital. Personally requested by Project Managers to facilitate projects due to meticulous work ethic coupled with expertise.

· Licensed Interior Designer

WORK EXPERIENCE

Ebbrell Architecture + Design Boxford, MA

2016 - Present

Interior Designer

- Brimmer and May School; 4,600 SF
- · Clearway School; 10,000 SF
- Cirtronics; 3,500 SF Office Refresh
- Kiddietime Educational Child Care; 6,000 SF
- Odin; 15,000 SF Office Refresh
- · CleanSlate; 6,000 SF
- UCHC Pharmacy; 5,000 SF

Dore and Whittier Architects Newburyport, MA

2014 - 2016

Interior Designer

- Scituate Middle School
- · Winchester High School
- North Reading Middle & High School
- Medford Public Safety Building

Winter Street Architects Salem, MA

2012-2014

Interior Designer

- Wyss Institute of Technology, Renovation of office space & lab.
- Horace Mann, Salem MA; Relocation study of HM School to Salem State Campus
- New England Labs, Woburn MA; Workplace and Showroom Redesign
- Ora Clinical, North Andover MA; Clinical Space Redesign
- Harvard Medical School, Boston MA; Various projects of redesign
- Merrimack Pharmaceuticals, Cambridge MA; Workplace, QC/GMP Lab, & Animal Care facility Redesign

Cannon Design Boston, MA

2008 - 2012

Interior Designer

- Tufts University, Boston MA; Neuroscience Translation Research Lab Redesign
- Tufts University, Medford MA; Collaborative Cluster, redesign of workplace & lab space
- Fletcher Allen Hospital, Burlington VT; Redesign of imaging and cancer care center
- South Shore Hospital, South Weymouth MA; Vertical Expansion of 40 patient rooms
- South Shore Hospital, Hingham MA; 80,000 SF New build of Bone and Muscle Center

DiGiorgio Associates Inc

Boston, MA

2006-2008

Interior Designer

- Huggins Hospital; Wolfeboro, NH
- Emerson Hospital, Concord MA; Redesign of Food Services
- Lakes Region General Hospital, Laconia, NH

EDUCATION

Mount Ida College Newton, MA 2006

Bachelor of Science in Interior Design

This agreement (the "Agreement") by and between Ebbrell Architecture + Design (the "Architect") and Marblehead Community Charter Public School (the "Client"), shall set forth the terms and conditions under which the Project (as defined herein) shall be completed. The Agreement shall be effective as of the date on which both Architect and Client have executed the Agreement.

PROJECT: The Project shall consist of Design Services to be provided by the Architect to the Client to aid in the renovations for Marblehead Community Charter Public School at 17 Lime Street, Marblehead, MA. The scope of work is further defined in the attached Design Services Proposal ("Proposal") dated November 7, 2022.

SERVICES

The Architect shall provide the Client with the "Services" set forth in the Proposal with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. Services will be performed on behalf of and solely for the exclusive use of the Client for the purposes set forth in the Proposal and for no other purpose. There are no understandings or agreements concerning this Project except as expressly stated in the Proposal and herein.

In performing the Services required by this Agreement, the Architect shall use that degree of skill and care ordinarily exercised by members of the design profession practicing under similar circumstances at the same time and in the same locality of the Project. The standard of care shall exclusively be judged as of the time the Services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, the Architect makes no express or implied warranties with regard to the Agreement or the Services performed or required by this Agreement. Unless otherwise stated herein, the Architect will have access to the Site for any and all activities necessary for the performance of the Services.

CONSTRUCTION OBSERVATION SERVICES

The Architect will observe the work of the contractor at intervals agreed to in writing between the Architect and the Client to determine and report to the Client whether the work of the contractor is proceeding in such a way that when completed it will be in general compliance with the Project drawings and specifications. Such observations shall be limited only to those specific aspects of work which are identified in the Proposal or any written amendment thereto. Observation Services do not include exhaustive or onsite inspection of the work of the contractor, nor any supervision or direction of work of any contractor or subcontractor. The Architect will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract, nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall the Architect have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work, or for the contractor(s)'s safety programs or procedures at the Project site.

OPINIONS OF PROBABLE CONSTRUCTION COST

Any preliminary cost estimates prepared by the Architect are based upon standard architectural and engineering practice. The Client recognizes and agrees that the Architect has no control over the pricing in the marketplace and that the Architect does not warrant or guarantee that the Client will be able to obtain these costs at the time of bidding. Any cost related to redesign of the Project subsequent to bidding to lower the Project cost will be considered additional services for which the Architect will be entitled to additional compensation.

INVOICES & PAYMENTS

The Client will pay the Architect for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Architect's Services will be submitted on a monthly basis. Any potential right on the part of the Client to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to the Architect within fourteen (14) days of the Client's receipt of invoice. Payment for all invoices will be due upon receipt of the invoice by the Client. Timely payment to the Architect, in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement.

The Architect maintains Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to Client upon request. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the Project.

INDEMNIFICATIONS & LIMITATIONS OF REMEDIES

The Client shall promptly report to the Architect any defects or suspected defects in the Architect's Services of which Client becomes aware, so that the Architect may take measures to minimize the consequences of such defect. The Client further agrees to impose a similar notification requirement on all contractors retained by the Client and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and/or the Clients' contractors or subcontractors to timely notify the Architect of such defects shall relieve Architect of the additional and/or resulting costs of remedying the defects arising out of or related to the failure to timely notify.

To the fullest extent permitted by law, the Client agrees to limit the Architect's liability to the Client for damages or any otherwise recoverable expenses incurred by the Client arising out of or related to the conduct of the Architect or its sub-consultants, under any theory of the law, to an amount equal to Architect's fees for this Project. This limitation shall apply regardless of the cause of action or legal theory asserted. The Client represents that it has carefully reviewed this clause and has determined that the limitation of liability is reasonable notwithstanding the amount of damages or expenses which it may incur as a result of the conduct of Architect or its sub-consultants.

VALUE ENGINEERING

If the Owner or the Client accepts a Contractor Value Engineering (VE) change to the Design Documents prepared by Architect, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's Services. The Client shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services and responsibilities. All recommendations of the VE shall be given to the Architect for review, and adequate time will be provided to the Architect to respond to these recommendations.

In addition, the Architect shall be compensated for services necessary to incorporate recommended VE changes into reports, drawings, specifications, bids or other documents. The Architect shall be compensated for such work as an Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. Should the Client accept a Value Engineered system or components which the Architect has taken exception to, the Client shall be solely responsible for performance of said VE system or components.

TERMINATION OF SERVICES

This Agreement may be terminated upon 7 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of the receipt of termination, all reimbursable expenses, and reasonable termination expenses.

OWNERSHIP OF DOCUMENTS

Where the Architect agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such documents are not intended to replace the printed forms of such Documents. The content of the documents supplied by the Architect in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by the Architect as the Contract Documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by the Architect and shall not alter or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of the Architect. The Client agrees that the Architect will not have any liability to the Client, or any third party, for any revision or addition to, alteration or deviation from the Architect's Documents occurring subsequent to the Architect's completion of Services under this Agreement or earlier termination of this Agreement, or for use of the Architect's Documents on another project by or on behalf of the Client, and the Client shall defend, indemnify and hold the Architect harmless from and against all liability, loss, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which the Architect may at any time sustain or incur by reason of any such use, revision, addition, alteration or deviation by or on behalf of the Client.

DISPUTE RESOLUTION

Any claim or dispute between the Client and the Architect shall be submitted to non-binding mediation before a mutually agreeable mediator. Mediation is a condition precedent to litigation. This Agreement shall be governed by the laws of the principal place of business of Ebbrell Architecture + Design.

HOLD HARMLESS

The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event that the Client later elects to reduce the Architect's scope of Services, the Client hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction in Services.

FIRM PUBLICITY

The Architect has the right to photograph the above-named Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Client agrees that the Architect has the authority to utilize its name as a Client and general description of the Project work or service performed as references.

ASSIGNS

The Client may not delegate, assign, sublet, or transfer their duties or interest (including any claims that may arise related thereto) in this Agreement without the written consent of the Architect. Such consent shall not be unreasonably withheld.

REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to: reprographics, plotting, long distance communications, delivery, travel, mileage (per current GSA reimbursement rate) consultant services, and property surveys, cost estimates, etc.

ADDITIONAL SERVICES

Additional Services are services beyond those agreed to in the Proposal, including but not limited to: changes in scope, items not included in original scope, additional consultants not included in the original agreement, revisions to our drawings due to the Client's adjustments in Project scope, quality, or budget; any revisions to drawings at the Client's request after the Client's approval of pre-revision content. Additional Services will be billed at the Architect's hourly rates or as mutually negotiated.

CHANGE ORDERS

Change Orders should be anticipated and are not evidence of negligence, or due to a breach of the Agreement. The Client agrees that some changes/adjustments in the Project may be required to correct unforeseen/unanticipated and existing conditions, and changes to the Architect's documents may be necessary due to conditions discovered during or after construction. The Client agrees to establish, with the Architect's input, a contingency fund to cover the cost of such changes and adjustments, and agrees not to withhold the costs of such changes from the Architect's fees.

DELAYS

The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control. When such delays beyond the Architect's reasonable control occur, the Client agrees that the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

SUBCONSULTANTS	

The Architect may use the services of subconsultants when, in the Architect's sole opinion, it is appropriate and customary to do so.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Architect, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SIGNATURES

Miika Ebbrell, Principal	November 7, 2022	Mika Elbell
Architect Name / Title	Date	Signature of Architect
Client Name / Title	Date	Signature of Client