

TOWN OF WAITSFIELD
SELECTBOARD AGENDA FOR
Monday, June 29th, 2026 | 4:00 PM
Location: Waitsfield Town Office
(Please see access details below)

Selectboard Members
 Brian Shupe, Chair
 Larissa Ursprung, V.C.
 David Babbott-Klein
 Chach Curtis
 Fred Messer

Town Administrator
 York Haverkamp

Town Clerk
 Jennifer R. Peterson

Town Treasurer
 Steve Lewis

Planning & Zoning Administrator
 J.B. Weir

Road Foreman
 Josh Rogers

Fire Chief
 Jared Young

Waitsfield Town Office
 4144 Main Street
 Waitsfield, VT 05673
 (802) 496-2218
 www.waitsfieldvt.gov

I) Call to Order: 4:00 PM

1. Additions, removals or modifications to the meeting agenda pursuant to 1 V.S.A. §312(d)(3)(A)
2. Public forum

II) Regular Business.

1. Town Garage update
2. Waitsfield Community Wastewater Project – CWSRF loan
3. Tentative Tax Rate
4. Meadow Road Bridge – DuBois & King – Consider authorizing the Town administrator to execute the engineering services proposal
5. Consent Agenda
 - a. Warrant
 - b. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses
 - a. Mad River Inn – 1st Class License, Outside Consumption
6. Town Administrator’s Report
7. Selectboard Roundtable

III) Adjourn

***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the Waitsfield Town Office. For remote access, please use the following link:**

<https://us02web.zoom.us/j/82056117089>

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

Anyone wishing to speak can do so during the designated times, or as indicated by the chair.

Town Administrator Report
June 29th, 2026

It has been a full and productive week for the Town. On the infrastructure front, we are bringing the CWSRF loan application for the Waitsfield Community Wastewater Project forward for Selectboard authorization tonight...a significant milestone for a project years in the making. The Meadow Road Bridge continues to move on multiple tracks, with a DuBois & King proposal for a FEMA deck repair cost estimate now in hand and our FEMA partners looped in. And on Main Street, our ongoing work with VTrans is producing real results - cleaner streets, repaired RRFBs, and crosswalk repainting on the near horizon, with pedestrian crossing flags on the way for Bridge Street and Main Street.

Thank you and Peace
York

Town Garage

We have a workable path forward on the Town Garage. We are continuing to work with Mitch Hager and Michael Housley, now at MH2 Architecture Studio, as they know the project well and offer good continuity with the architectural and engineering work begun under Bread Loaf. We expect a fee proposal from them soon, which will give us a clearer picture of scope and cost. Selecting a Construction Manager is the important next step alongside that. To stay consistent with our procurement policy, we have spoken with two general contractors interested in the project, with a third meeting set for the week of the 29th, and any selection will follow a process the Town runs directly. We are also keeping conversations going with the relevant stakeholders, all with an eye toward keeping the project timeline uninterrupted as we head toward the November bond vote.

As MH2 prepares their proposal, they have asked the Town for direction on three questions. I wanted to put these in front of the Selectboard now so there is time to talk them through... and to raise any others the board sees fit.

- 1. Outstanding feasibility-study scope.** A few items from the original feasibility study remain to be completed: consolidating the code and permitting summaries into a single document, finalizing the site-plan information, and producing the public-meeting and presentation materials. The question is how the Town wants to help MH2 carry these remaining pieces across the finish line.
- 2. Support for the November bond vote.** What scope would be most useful from MH2 to help make the case to voters... such as plans, elevations, cost-estimating coordination, and public presentation materials. The goal is giving residents enough to understand and trust what they are being asked to fund.
- 3. Project continuation.** Whether the Town wishes to engage MH2, together with a qualified general contractor, to begin advancing construction and permit documents ahead of the November bond-vote authorization. This is the bigger decision of the three... it could save

schedule time if the vote passes, but it means investing in detailed design before the funding is approved, so it is one the board will want to weigh.

Community Wastewater Project - CWSRF Construction Loan Application

The Town has prepared its Clean Water State Revolving Fund (CWSRF) construction loan application for the Waitsfield Community Wastewater Project, to be submitted to the Vermont Department of Environmental Conservation through the ANR Online portal.

This application represents the construction financing phase of the wastewater project and follows the earlier planning loans that supported the feasibility study and engineering design. The Town is requesting a CWSRF loan consistent with the bond authorization approved by voters, with the remaining project costs to be covered by a combination of committed and pending grant funding. Committed funding includes prior CWSRF planning loans, ARPA Village Water and Wastewater Initiative grants, and a recently awarded Northern Borders Regional Commission grant. The Town continues to pursue additional grant funding to reduce the amount that must be financed.

The application requires Selectboard authorization to file and to designate the Town Administrator as the Town's authorized representative. As shown in the application's certification page, both authorizations must be adopted as an official act of the Selectboard as the Town's legislative body.

Suggested motion: To adopt a resolution authorizing the filing of the CWSRF loan application for the Waitsfield Community Wastewater Project and designating the Town Administrator as the authorized representative of the Town of Waitsfield for purposes of furnishing information, data, and documents pertaining to the project as required by the State of Vermont.

Meadow Road Bridge — FEMA Deck Repair

The Town has received initial FEMA approval for deck repair costs stemming from damage caused by rerouted emergency traffic during the July 2024 flood event. To support the funding application, DuBois & King has submitted a proposal to prepare a conceptual opinion of probable construction cost for a new bridge deck meeting current codes and standards. The scope is limited to the deck only; other bridge rehabilitation elements are not included. The fee is not to exceed \$6,000. The proposal is before the Selectboard tonight for authorization. Note that the proposal contains a typographical error listing the acceptance deadline as July 30, 2025, which I intend to correct before signing.

Crosswalk safety

The Town has been actively engaged with VTrans on Main Street safety. That correspondence has resulted in significant VTrans work this spring, including shoveling accumulated debris from curbing throughout Town, clearing storm drains, and sweeping. Crosswalk visibility remains a priority...we hear the community's concern that faded crosswalk markings are dangerous. VTrans has indicated they plan to repaint the crosswalks by late June or early July.

On the RRFB front, all four units should be fully operational by July 4th following recent repairs.

We have also placed an order for pedestrian crossing flags, which are seeing increasing use by towns across the country. Our pilot will begin at the corner of Bridge Street and Main Street. More information on the flags can be found at, <https://www.seemeflags.com/>

Bridge Street and East Warren Road

The Town is working with the Road Crew and Jeff Doolittle of the Mad River Path to update the line striping on Bridge Street and East Warren Road, with striping expected soon. The new layout uses narrower travel lanes paired with wider shoulders.

Bridge Street and East Warren Road are both wider than their travel lanes need to be. Following a review of pavement widths, traffic volumes, and speed limits, Jeff recommends repainting the center line on both roads — shifted closer to the pavement center — and adding white edge lines to define travel lanes of 9.5 feet on Bridge Street and 10 feet on East Warren Road. The shoulders outside those lines will support walking and cycling, though they will not be formally designated as bike or pedestrian lanes.

This is a research-driven, community-focused effort grounded in best practices from FHWA guidelines, with real-world examples from communities including Waterbury, Vermont. The goal is to make our roads work for everyone who uses them. The research is clear that narrower travel lanes cause drivers to pay closer attention and slow down — making the road safer for all users, automobiles included.

We want the community to understand these changes before they appear on the pavement, so please help spread the word. As always, feel free to reach out with any questions, comments, or concerns.

As always, please let me know if you have any questions, comments, or concerns.

Email from Jeff Doolittle

Hi York,

It was good to talk to you about the idea to paint white edge lines on Bridge St and E Warren Rd and narrow the vehicle travel lanes. I am sending you this brief report with the physical road characteristics, reference guidelines and examples and my recommendations for striping these roads.

Bridge St is paved more than 40 feet wide just south of the covered bridge and then the pavement narrows to about 25 feet as it goes up the hill. The posted speed limit is 25 mph.

The pavement width on E Warren Rd varies from about 24 feet to almost 26 feet in places. The posted speed limit on E Warren Rd is 40 mph. Both roads have a faded double yellow line that is not necessarily in the pavement center and no curbs. I estimate that the Average Daily Traffic volume on both Bridge St and most of E Warren Rd is less than 1500 vehicles per day.

Travel lane widths on local roads vary and VTrans generally uses FHWA guidelines for vehicle lanes and shoulders. These guidelines state that vehicle road lanes as narrow as 10 feet are acceptable and do not

adversely affect vehicle use on roads with speed limits of 45 mph or less. There are examples of lanes as narrow as 9.5 feet and Waterbury VT currently has a demonstration project on Maple Street with both 10 foot and 9.5 foot wide vehicle lanes. Narrower lanes of 9.5 feet are more suitable for lower speed roads with less traffic, especially truck traffic, such as Bridge Street.

I think it would be suitable to paint white edge lines on Bridge Street to delineate 9.5 or 10 foot wide lanes and on E Warren Rd to delineate 10 foot lanes.

The paved shoulder outside the white edge lines would vary from 8-10 feet wide (or more) on the bottom of Bridge Street and that would taper to about 3 feet or less as it goes up the hill.

On E Warren Rd the paved shoulder outside the white edge line would vary from about 2-3 feet wide.

These shoulders can and probably will be used by pedestrians and bicyclists. However, 2-3 feet is not wide enough to be designated as bike or pedestrian lanes. The minimum paved shoulder width recommended for bicyclists and pedestrians is 3-4 feet on roadways without curbs, guardrails or other roadside barriers (depending on the source) This minimum recommended paved shoulder width increases to 5 feet on roads where there is curbing, guiderails, drainage structures or other roadside barriers. I have found bicyclists and pedestrians are more comfortable using paved shoulders that are at least 4-5 feet wide. 5 feet is generally the minimum preferred paved shoulder width for bicyclists and pedestrians and a greater width is often desirable where possible. See the attached figure from the FHWA Bikeway Selection Guide.

In summary, The double yellow line on both roads needs to be repainted and should be shifted more toward the center of the pavement, if possible (with the exception of the extra wide pavement just south of the covered bridge). I think it would be suitable to paint white edge lines on Bridge Street to delineate 9.5 or 10 foot wide vehicle lanes and on E Warren Rd to delineate 10 foot wide vehicle lanes. The paved shoulders outside the white lines would support active transportation and could be used by pedestrians and bicyclists, although they should not be marked exclusively so. The narrower vehicle lanes might cause drivers to pay better attention to other road users and slow down a little.

Let me know if you have any questions or want to discuss this further.

Thank You

Jeffrey Doolittle

Implementation Coordinator

Mad River Path



TOWN OF WAITSFIELD, VERMONT
4144 Main Street • Waitsfield, Vermont 05673
RESOLUTION OF THE WAITSFIELD SELECTBOARD



Authorizing the Filing of a Clean Water State Revolving Fund Loan Application and Designating an Authorized Representative

Town of Waitsfield, Vermont
June 29, 2026

WHEREAS, the Town of Waitsfield is pursuing the development of a community wastewater system to serve properties in Irasville and Waitsfield Village; and

WHEREAS, the Town seeks financing for the construction of said system through the State of Vermont's Clean Water State Revolving Fund (CWSRF) loan program; and

WHEREAS, the filing of a CWSRF loan application requires authorization by the Town's legislative body; and

WHEREAS, the CWSRF loan application requires the designation of an authorized representative to furnish information, data, and documents pertaining to the project as required by the State of Vermont;

NOW, THEREFORE, BE IT RESOLVED by the Waitsfield Selectboard that:

1. The Selectboard hereby authorizes the filing of a Clean Water State Revolving Fund loan application for the Waitsfield Community Wastewater Project; and
2. The Town Administrator, York Haverkamp, is hereby designated as the authorized representative of the Town of Waitsfield in connection with the project for the purpose of furnishing information, data, and documents pertaining to the project as required by the State of Vermont.

ADOPTED by the Waitsfield Selectboard at a duly warned meeting held on June 29, 2026.

Brian Shupe, Chair

Larissa Ursprung, Vice-Chair

Chach Curtis

Fred Messer

David Babbott-Klein



June 25, 2026

York Haverkamp
Town Administrator
Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

Via Email: york.haverkamp@waitsfieldvt.gov

Re: **Waitsfield Meadow Road Bridge
Bridge Deck Only Conceptual Estimate
Waitsfield, Vermont**

Dear York:

DuBois & King, Inc. (hereinafter called "Engineer") proposes to render professional engineering services to the Town of Waitsfield (hereinafter called "Client"), in connection with the following project.

PROJECT DESCRIPTION

- A. The Town of Waitsfield’s Meadow Road bridge deck was damaged through rerouted emergency response traffic during the July 2024 flood event. In its recovery efforts, the Town is seeking funding and has received initial approval from FEMA for the deck repair costs. To support that effort, the Town is requesting an opinion of probable construction cost for a new deck that would meet current codes and standards. This is to be used as part of the Town’s submission for FEMA funding for the deck portion of the bridge only. Other bridge improvements necessary to rehabilitate the bridge will not be included under this scope of work.

- B. The Engineer’s Services will consist of preparing a conceptual level opinion of probable construction cost for a new bridge deck on Meadow Road bridge all as further defined in the following Basic Scope of Services.

BASIC SCOPE OF SERVICES

Engineers’ services will be limited to the following items:

- A. Opinion of Probable Construction Cost:
 - 1. Preparation of Opinion of Probable Construction Cost for the bridge deck.
 - 2. Provide general cost considerations of this work being part of an overall bridge rehabilitation.

UNDERSTANDING OF THE BASIC SCOPE OF SERVICES

A. The following is our understanding:

1. Other bridge rehabilitation elements will not be incorporated into the OPCC as part of this effort.
2. D&K will use the existing bridge report and site visit to provide approximate dimensional information for the deck.
3. D&K will use VTrans unit pricing and recent projects to estimate the probable construction costs.

B. The following items are specifically not included in the Engineer's scope of work:

1. Bridge design beyond conceptual sizing of the deck.
2. Supplemental surveys will not be conducted.
3. Construction estimates for other bridge elements.

COMPENSATION FOR BASIC SERVICES

The Client shall reimburse Engineer for Basic Services on a time and expenses basis using the attached Schedule of Hourly Rates and Fees. For budgetary purposes, we will not exceed the following contract values without prior written authorization:

Task A: Opinion of Probable Construction cost \$6,000.00

Engineer will bill Client monthly for services and direct project expenses. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the Project through construction can be maintained.

Engineer would expect to start services promptly after receipt of Client's acceptance of this proposal and to complete services within a mutually agreed upon timeframe.

The Services to be rendered by the Engineer on this Project, together with specific understandings applicable for the project, are set forth in the above Basic Scope of Services, and supersede all prior written or verbal understandings.

This proposal, along with the attached Contract Terms and Conditions and Schedule of Hourly Rates and Fees, represent the entire understanding between Client and Engineer with respect to this Project, and may only be modified in writing signed by both parties. This proposal, including any attachments, enclosures and recommendations, is to be treated as confidential and proprietary information of DuBois & King, Inc.

If this offer of services is acceptable, please execute a copy of this letter in the space provided, and return it to DuBois & King, Inc. This offer will be open for acceptance until July 30, 2025, unless changed by Engineer in writing.

We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact me.

Very truly yours,
DUBOIS & KING, INC.

Town of Waitsfield

David Conger, P.E.
Senior Vice President

By: _____
Accepted this _____ day of
_____, 20_____

Enclosures: Schedule of Hourly Rates and Fees
Contract Terms and Conditions

SCHEDULE OF FEES AND CONTRACT CONDITIONS

	<u>Hourly Rate</u>
Senior Principal	\$250.00
Principals/Director II	\$225.00
Principals/Director I	\$225.00
Senior Project Manager V	\$275.00
Senior Project Manager IV	\$235.00
Senior Project Manager III	\$215.00
Senior Project Manager II	\$205.00
Senior Project Manager I.....	\$185.00
MEP Sr. Design Engineer.....	\$180.00
Project Manager II.....	\$165.00
Project Manager I	\$158.00
Senior Project Engineer II	\$145.00
Senior Project Engineer I.....	\$140.00
Project Engineer II.....	\$135.00
Project Engineer I.....	\$130.00
Environmental Scientists/Field Naturalist I.....	\$110.00
Environmental Scientists/Field Naturalist II	\$120.00
Construction Inspector.....	\$135.00
Landscape Architect I.....	\$115.00
Landscape Architect II	\$140.00
Landscape Designer/Planner	\$105.00
Staff Engineer II	\$120.00
Staff Engineer I.....	\$105.00
Senior Designer II.....	\$130.00
Senior Designer I.....	\$110.00
Designers/Technicians	\$90.00
Registered Land Surveyors.....	\$165.00
Survey Party Chief	\$130.00
Survey Technicians	\$95.00
One-Person Survey Crew	\$140.00
Two-Person Survey Crew.....	\$190.00
Three-Person Survey Crew.....	\$270.00
Administrative Support	\$90.00

Notes:

1. Expert Witness Assistance will be quoted separately.
2. DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1.5) times the appropriate hourly rate as detailed above.

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Transportation to and from jobs.
 - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
 - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
4. Reproduction of drawings, reports, and documents and photographs for project records.
5. Direct materials.

HR6(06.25)

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project, we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of the contractor's responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc., reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents that we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc., agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc., agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc., is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc., shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc., be liable to the Client or the Client to DuBois & King, Inc., for consequential or indirect damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: In providing Opinions of Probable Construction Costs, the Client understands that DuBois & King, Inc., has no control over the cost or availability of labor, equipment or materials, or over competitive bidding or market conditions, or the contractor's methods of pricing, and, therefore, that our Opinions of Probable Construction Costs are made on the basis of our professional judgement and experience. DuBois & King, Inc., makes no warranty, expressed or implied, that the bids of the negotiated costs of the Work will not vary from the Opinion of Probable Construction Cost provided and does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client. DuBois & King, Inc., is not providing professional estimating services, and actual pay items and material quantities also may vary from the pay items and quantities included in this Opinion of Probable Construction Costs.

NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS: Neither the Client nor the Client's Contractor shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If any party discovers errors(s) or omission(s), it shall immediately notify all the other parties.

DELAYS: DuBois & King, Inc., is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc., is not responsible for damages, nor shall DuBois & King, Inc., be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: 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 DuBois & King, Inc. DuBois & King, Inc.'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 the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc., 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.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc., agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc., further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc., for all services rendered and all reimbursable costs incurred by DuBois & King, Inc., 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 DuBois & King, Inc., not less than seven (7) calendar days' written notice.

DuBois & King, Inc., may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client 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 DuBois & King, Inc.'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 DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc., 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.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(06-25)v1

Revised June 2025



TOWN OF WAITSFIELD, VERMONT
4144 Main Street • Waitsfield, VT 05673

RESOLUTION
In Remembrance of Charlie Goodman

WHEREAS, Charlie Goodman devoted much of his life to the service of the Town of Waitsfield, holding a number of town offices over the years, including Road Commissioner, Justice of the Peace, elected Lister, and member of the Selectboard; and

WHEREAS, in keeping with the Town's longstanding practice of having a member of the Selectboard serve as acting Road Commissioner, Charlie was formally appointed Road Commissioner on July 21, 1987, and continued faithfully in that role for nearly four decades — long after his time on the Selectboard had ended — until his passing on June 14, 2026; and

WHEREAS, Charlie was as hands-on a Road Commissioner as there ever was, devoting himself to the care of the Town's roads and infrastructure with uncommon skill, good humor, unmatched happiness, and a remarkable work ethic; and

WHEREAS, the Road Department leaned on Charlie constantly, drawing on a depth of knowledge about the Town's roads, culverts, and equipment that is simply irreplaceable, and he was deeply respected and genuinely beloved by the crew he worked alongside; and

WHEREAS, Charlie was a steadfast champion for the Road Department, eagerly explaining their accomplishments, needs and challenges to the public at Town Meeting and in countless conversations with Town officials and residents; and

WHEREAS, the Road Department and the Town of Waitsfield as a whole have lost a valued colleague, a devoted public servant, and a friend with Charlie's passing; and

NOW, THEREFORE, BE IT RESOLVED, that the Selectboard of the Town of Waitsfield, on behalf of the entire community, expresses its profound gratitude for Charlie Goodman's decades of devoted service and extends its deepest sympathies to his family, friends, and colleagues; and

BE IT FURTHER RESOLVED, that the Road Department and the Town as a whole will forever remember Charlie's service, humor, and remarkable work ethic as a public servant; and

BE IT FURTHER RESOLVED, that, in the event that Waitsfield voters choose to replace the Town Garage, which Charlie was in the process of working toward, that the new facility should be dedicated as the "*Charles E. Goodman III Public Works Building.*"

BE IT FURTHER RESOLVED, that this Resolution be entered into the official records of the Town of Waitsfield, and that a copy be transmitted to the Office of the Governor of the State of Vermont in honor of Charlie Goodman's memory and his service to his community.

Adopted by the Selectboard of the Town of Waitsfield this 24th day of June 2026.

Brian Shupe
Chair, Waitsfield Selectboard

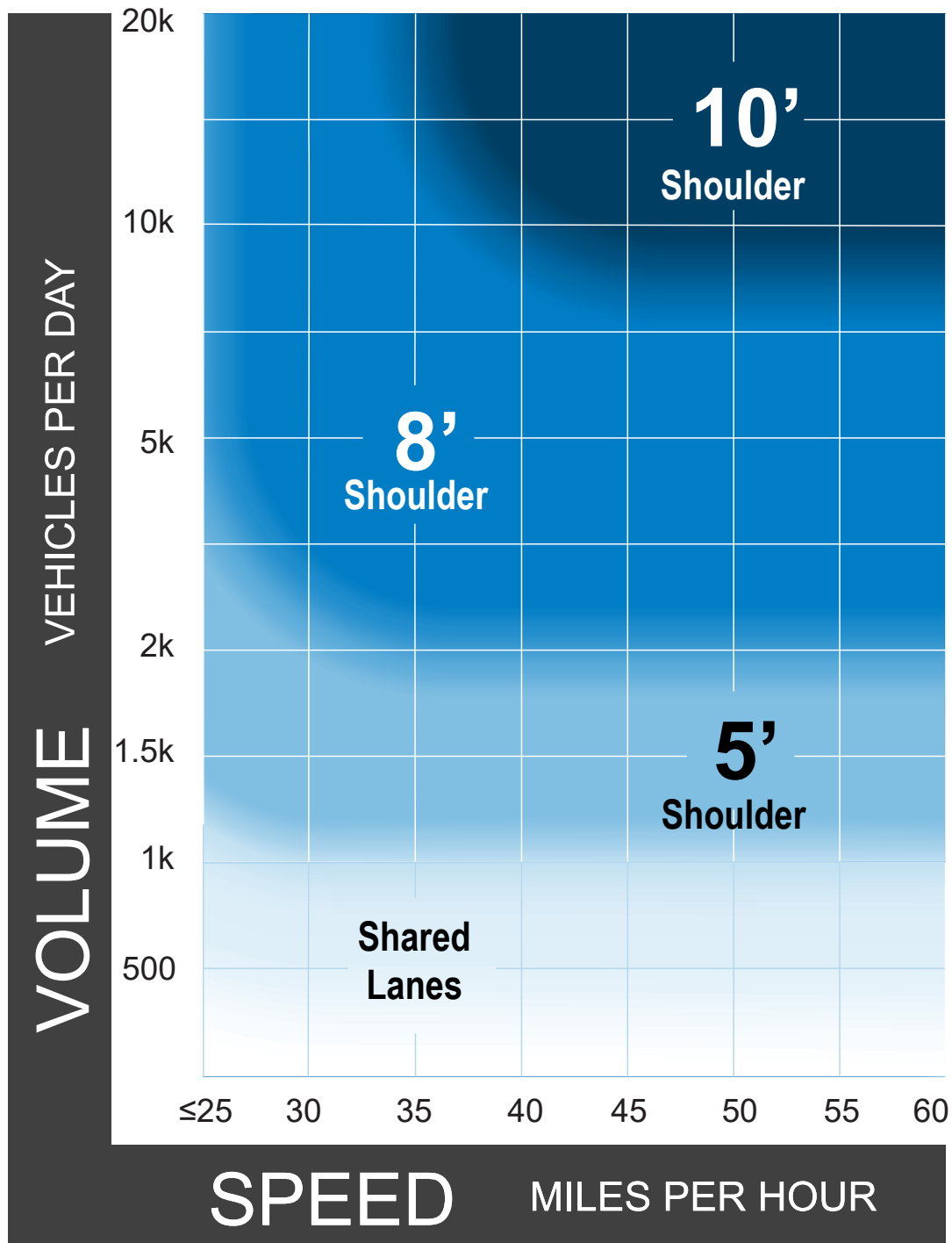
Larissa Ursprung
Vice Chair, Waitsfield Selectboard

Chach Curtis
Selectboard Member

Fred Messer
Selectboard Member

David Babbott-Klein
Selectboard Member

Figure 10: Preferred Shoulder Widths for Rural Roadways



Notes

- 1 This chart assumes the project involves reconstruction or retrofit in constrained conditions. For new construction, follow recommended shoulder widths in the AASHTO Green Book.
- 2 A separated shared use pathway is a suitable alternative to providing paved shoulders.
- 3 Chart assumes operating speeds are similar to posted speeds. If they differ, use operating speed rather than posted speed.
- 4 If the percentage of heavy vehicles is greater than 5%, consider providing a wider shoulder or a separated pathway.