TOWN OF WAITSFIELD
SELECTBOARD AGENDA FOR
Wednesday July 22nd, 2026 | 6:00 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
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Waitsfield, VT 05673
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I) Call to Order: 6:00 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. Cousins Brewing - 3rd class restaurant/Bar License (Action)

2. CVRPC Update- - Alice Peal (Informational)

3. Emerald Ash Borer Plan – Consider adoption (Action)

4. Irene 15: Flood Resilience Series – 15th anniversary of Tropical Strom Irene (Informational and Potential Action)

5. Wastewater update
   a. Wastewater Project Manager (Discussion and potential Action)
   b. Easement update (Discussion)

6. Joslin library park trees (Discussion/Possible Action)

7. Town Garage
   a. Phase 2 Environmental Site Assessment proposal (KAS, Inc) (Action)
   b. MH2 Architecture Studio proposal (Action)
   c. Construction Manager selection – Proposals from general contractors (Action)

8. Tax Rate setting (Action)

9. Errors & Omissions - Waitsfield Champlain Telecom Parcel Reassessment, 099047100 (Action)

10. Moretown Bridge #1 (VT 100B) replacement — VTrans detour over Meadow Road Bridge *(discussion)*

11. Consent Agenda
    a. Warrant
    b. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses Emilys in the valley outside consumption
    c. Public Festival Permit
       a. Annual Mad River Valley Craft Fair
    d. Memo - Justices of the Peace on the November General Election Ballot
    e. Town Forest Fire Warden (Act 162)

f. General Wait House ceiling – cost estimate, $1,750

12. Town Administrator's Report

13. Selectboard Roundtable

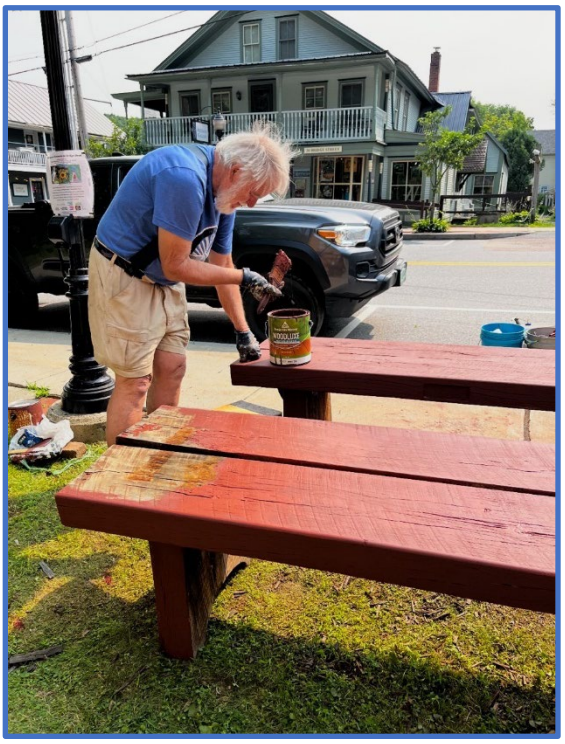
14. **Proposed executive session**
    a. a disciplinary or dismissal action against a Town employee, pursuant to 1 V.S.A. § 313(a)(4).
        i. Move to enter executive session to discuss a disciplinary or dismissal action against a Town employee under 1 V.S.A. § 313(a)(4), and to invite the Town Administrator to attend.
    b. **Proposed executive session** — Town Garage construction manager proposals and contract, pursuant to 1 V.S.A. § 313(a)(1)(A), upon a finding under § 313(a)(1).
        i. Move to find that premature general public knowledge of the Town Garage construction manager proposals and contract would clearly place the Town at a substantial disadvantage, and to enter executive session to discuss those proposals and the contract under 1 V.S.A. § 313(a)(1)(A), and to invite the Town Administrator to attend.

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
7.22.2026

Recently, I attended a meeting on Bridge Street to discuss some needed maintenance, from managing weeds to addressing a variety of small projects that help keep our historic village looking its best. As part of that effort, we're planning a community volunteer day (stay tuned for details) to bring people together to care for a place that means so much to all of us and deserves our ongoing attention and stewardship.



One project that quickly rose to the top of the list involved the benches throughout the village. These benches were built using decking from the old Village Covered Bridge and serve as both a practical place to sit and a meaningful tribute to an important piece of Waitsfield's history. Over time, however, many of them had fallen into disrepair and were in need of some care.

So, I did what I often do best: I asked for help. My first call was to Charlie Hosford. Within 24 hours, the benches were being taken apart, plans were being developed, and work was underway to bring them back to the condition they deserve. Thanks to Charlie's leadership and the efforts of others who stepped up, nearly every bench has now been rebuilt, stained, and returned to service, ready for another decade or more of community use.

As you can see in the photos, what started as aging, weathered benches has become another example of what makes Waitsfield special. Time and again, members of our community willingly share their skills, knowledge, experience, and time to improve the place we call home.

I wanted to take a moment to recognize and thank everyone who contributed to this effort and to the many other projects, large and small, that strengthen our community every day. I am continually grateful for the people I can lean on for their historical knowledge, craftsmanship, practical wisdom, and willingness to help. Our town is better because of them, and I am fortunate to learn from them every day.

CVRPC report

Alice Peal, Waitsfield's representative to the Central Vermont Regional Planning Commission (CVRPC), will be at the meeting to walk the board through the work she has coordinated with CVRPC on the Town's behalf. Her written overview is attached in the meeting packet.

The short version: much of this work has come to Waitsfield at no cost to the Town. Highlights from her memo include the Local Hazard Mitigation Plan (FEMA-approved, next renewal 2029–2030, which identified four possible floodplain reconnection projects), floodplain reconnection studies that pointed to the Fairgrounds site as most promising, CVRPC's role in the Meadow Road Bridge grant search and RFP, the Route 100/17 intersection study now on the VTrans priority list, river corridor bylaw assistance, and the GMT substation upgrade on Carroll Road. Alice also chairs CVRPC's Regional Plan Committee and sits on several others.

No board action is requested. This is an informational update, and Alice can take questions.

Irene 15 — Flood Resilience Series (15th anniversary of Tropical Storm Irene)

Friends of the Mad River has been awarded grant funding to coordinate the Irene 15: Flood Resilience Series, a yearlong initiative marking the 15th anniversary of Tropical Storm Irene, developed in partnership with the Mad River Valley Planning District. The series is five public events that move from remembrance to action, bringing residents, municipal leaders, local organizations, and regional partners together to reflect on Irene, recognize the resilience work done since, and plan next steps for the watershed.

The series kicks off with a community celebration on Bridge Street, modeled on the block party that followed the Irene cleanup. It's scheduled for Thursday, September 10, the week after the final Roundup Revival on September 3. Luke Foley, FMR's Education and Outreach Manager, is the project lead.

Representatives from FMR and MRVPD will be at the meeting to discuss the event and answer questions. No board action is requested at this time.

Waitsfield Community Wastewater Infrastructure Project, Project Manager

In brief: As the wastewater project moves from design into bidding and construction, the Town needs an Owner's Project Manager to represent our interests independently through bid, construction, and closeout, a role separate from D&K's design/RPR work. Rather than assume who that should be, staff recommends building the scope of work first, likely a lead PM supported by an engineer for the technical pieces, using the Town's 2010 water-project procurement as a model. Formal authorization to develop the PM scope and procurement will come forward for action. *(Discussion; action to follow)*

Background and detail

The Waitsfield Community Wastewater Infrastructure Project is approaching a critical milestone. With DuBois & King assembling the final bid documents for Contracts 1 and 2 — the treatment site and the

collection and conveyance system — the Town is just weeks away from going out to bid on the largest capital project in Waitsfield's history. As we move from design into procurement and construction, the Selectboard should be aware of the Town's need to retain an Owner's Project Manager (PM) to represent the Town's interests through bid, construction, and closeout.

DuBois & King (D&K) will continue in their design and Resident Project Representative (RPR) role — they are the design engineer and will be on the ground during construction. The PM fills a different and complementary role: they work exclusively for the Town, providing an independent set of eyes on everything from the bid documents to the final punch list. On a project of this complexity, with this many funding streams and regulatory requirements, that independence matters.

I also want to take a moment to acknowledge the Mad River Valley Planning District. My thanks go to Joshua Schwartz, to the Planning District Steering Committee, and to the District itself for its willingness to serve as the coordinator of this project. That willingness has been of the utmost importance. We would not be where we are today, preparing to look for a project manager and preparing to go out for bid, without the dedication of the Planning District.

We have always understood that the District, as our planners, have been the coordinators of the planning of this project. And we all recognize how impactful this project will be for the Mad River Valley as a whole. The infrastructure it brings will allow for smart growth, including new housing, for the Valley.

But as we prepare to go out for bid and to sign contracts for the work, we move from planning into implementation. That shift is precisely where a dedicated project manager comes in. None of this diminishes the District's role. The Planning District holds a great deal of institutional knowledge about this project, and we expect to lean on that knowledge from time to time as we move forward, so long as the District and its Steering Committee remain willing.

What a Project Manager does

A quick note on timing. We may have a PM under contract before we go out to bid, but most likely we will not — the bid release is only weeks away and PM procurement takes time. That is not a problem. The bulk of the PM's work lies ahead in the construction and closeout phases, and we will structure the procurement so that whoever we bring on can step in and add value from whatever point they join.

When the PM does come on, an early and valuable task is a thorough review of the bid documents and plans — not to second-guess D&K's design, but to catch anything that could cause problems in the field, create ambiguity with contractors, or expose the Town to cost risk down the road.

Through construction, the PM reviews pay applications, tracks budget and schedule, and provides independent analysis of any change orders before the Town signs off. On a project with two contracts, approximately 110 properties, possibly multiple subcontractors, and a layered funding structure drawing on the Clean Water State Revolving Fund (CWSRF), possibly USDA Rural Development, the Northern Border Regional Commission (NBRC), and American Rescue Plan Act (ARPA) funds, having someone whose only job is to watch out for the Town is not a luxury... it is a necessity.

The PM also plays an important role in federal funding compliance. Each of our funding partners has reporting requirements, disbursement procedures, and documentation standards. Keeping all of that

organized and current, while simultaneously managing the day-to-day realities of an active construction project, is more than the Town's administrative capacity can absorb on its own.

Finally, the PM manages project closeout — coordinating final inspections, punch lists, as-built documentation, and the formal certifications required by our funding agencies to close out the loans and grants.

Scope of work, and the question of a team

Rather than starting from an assumption about who the PM should be, staff recommends we begin by building a clear scope of work — then let that scope tell us what kind of person, or people, we need.

When you look honestly at the work involved, a great deal of it is reporting, funding-agency coordination, community outreach, and communications — the kind of organized, people-facing, detail-oriented work that does not require an engineering license. The "right" person to carry the majority of this load may well not be an engineer at all, but someone with strong project-management, grant-administration, and public-communication skills.

At the same time, certain aspects of the project genuinely benefit from engineering expertise — for example, value engineering at the outset (a structured review of the design to reduce risks, to find cost savings and constructability improvements before construction begins), and technical evaluation of submittals and field questions during construction. That argues for a team approach: a lead PM who handles the bulk of the ongoing work, supported by a licensed Professional Engineer (PE) brought in for the specific pieces where technical depth matters most.

This keeps our options open. It may be that one firm can provide both. It may be that we assemble the right combination of people. Building the scope first lets us make that call on the merits rather than deciding it in advance.

A proven model for the Town

This is not a new concept for Waitsfield. The Town used exactly this approach on the municipal water project, retaining a Municipal Project Manager (MPM) to guide that federally funded effort through construction and closeout. Attached to this packet are two documents from that 2010 procurement: the position announcement and the full Request for Qualifications (RFQ) with its detailed scope of work. They are included as a reference and a starting point — the water project MPM scope tracks closely with what we need here, covering general project management, agency liaison, public outreach, plan review, bid and construction oversight, contract administration, funding-agency reporting, and budget tracking. The required federal provisions in that document will also give the Selectboard a sense of the compliance framework any such contract carries.

Worth noting, the 2010 water project sought water-supply and project-management experience but did not require an engineering license — consistent with the flexible, scope-first approach recommended here. Any scope and required provisions drawn from the 2010 documents will need to be updated to reflect current federal procurement rules and funding-agency requirements before a new RFQ is issued.

The Selectboard's authorization to proceed with developing a PM scope and procurement will be brought forward for formal action. Staff will develop that scope using the attached 2010 materials as a foundation.

Joslin Library Park — maple trees

In brief: The trees in the park next to the Joslin Library have multiple dead limbs. Whitney Tree Service recommends removing three dying sugar maples and a boxelder ($4,800, plus $1,200 optional stump grinding and $600 traffic control). Our road crew can't take on the tree work itself, though they may be able to handle traffic flagging, which would save the $600. The board's choice is whether to try a pruning option first to buy the trees time, or approve removal now given the risk from the dead limbs. *(Discussion / possible action)*

Details.

Where things stand. Library Director Jason Butler contacted me about multiple dead limbs on the trees in the park next to the Joslin Memorial Library. I've since discussed the trees with Jason, Jean Joslin of the Library Board, Charlie Hosford, and Adam Whitney of Whitney Tree Service.

What the proposal says. Whitney Tree Service (Proposal #9186, dated July 10, 2026) recommends removing three dying sugar maples along Route 100 and a boxelder at the left-front corner of the building. The proposal is structured as:

Item	Status	Amount
General tree work — remove three sugar maples and one boxelder	Included	$4,800
Stump grinding — three stumps	Optional	$1,200
Traffic control (Northern Vermont Traffic Control)	Included	$600

Adam's view is that pruning may not be worth the cost given the trees should be considered dying, and he recommends removal plus stump grinding. I have taken some time verifying the trees health and others agree that the trees appear to be actively dying. The stump grinding is recommended so the Town can plan on new street tree planting. The proposal notes the Town can provide its own traffic control, which would take $600 off the total.

The road crew's capacity. I discussed the trees with Public Works Foreman Josh Rogers, and the crew does not have the time to take on this work. That takes an in-house pruning or removal option off the table. The one piece the crew may be able to provide is traffic flagging during the work, which would let us decline Whitney's $600 traffic control line.

The choice in front of the board. With the crew unavailable for the tree work itself, it comes down to two paths. One, if the board would like to try to save the trees, I'm willing to pursue a pruning option through Whitney or another tree service and bring back a cost. That may buy the trees time, though Adam's read is that they're declining regardless, in which case pruning is money spent on trees we'll pay to remove later anyway. Two, the board approves the Whitney removal now, given the real risk the dead limbs pose in a public park.

What I'd suggest. Rather than hold a second meeting, the board could approve the Whitney removal proposal now, with the caveat that traffic flagging be provided by the road crew if they're able (saving

the $600). If instead the board would prefer to explore pruning first, I'll pursue that option and report back with a cost before anything is committed.

Suggested motion (removal):

Move to authorize the Town Administrator to accept Whitney Tree Service Proposal #9186 for removal of three sugar maples and one boxelder at Joslin Library Park, including stump grinding, in an amount not to exceed [$6,000], with traffic control to be provided by the Town road crew if available.

Emerald Ash Borer: Response Plan for Selectboard Adoption

In brief: Emerald Ash Borer, an invasive beetle that kills ash trees, was confirmed near East Warren Road in February 2026. Left alone it will eventually kill most of Waitsfield's ash, and there's no reversing it. A five-person team built a Phase One response plan, and the Conservation Commission recommends the Selectboard adopt it. Adoption sets the town's overall approach, monitor and remove clear hazards while leaving healthy ash standing, and directs next steps like public education and engaging a Tree Warden. It does not approve any specific removals, treatment contracts, or new spending; the plan works within existing FY27 funds and is a get-organized budget, not a removal budget. *(Action requested)*

Background and detail

Aerial view

In February 2026, a forester confirmed the Emerald Ash Borer (EAB) at a site near East Warren Road. EAB is a small invasive beetle, originally from Asia, that kills ash trees. It is now here, and the question in front of us is not whether it arrived but how we manage what comes next. Left on its own, EAB will eventually kill most of the ash across Waitsfield, the same way it has killed millions of ash trees across more than 35 states since it was first identified in this country in 2002. The spread is slow but relentless... there is no putting the beetle back in the box.

Over the past several months a team of five built a thorough Phase One response plan: Leo Laferriere, Charles Hosford, Brian Shupe, Curt Lindberg, and myself. The Waitsfield Conservation Commission has reviewed the plan and recommends that the Selectboard adopt it. The full plan is included in your packet.

I want to be clear about what this plan is and is not. It is a framework and a starting point, not a line-item removal or treatment program. It sets the town's overall approach, assigns responsibilities, and gets us organized for a challenge that will be with us for years to come.

Recommended motion

"I move that the Selectboard adopt *The Emerald Ash Borer in Waitsfield, VT: A Situation Analysis and Response Plan (A Phase One Approach)*, as recommended by the Waitsfield Conservation Commission."

What adoption does

- Sets a "watch and wait" approach on town roads outside Main Street. We monitor, we identify and promptly remove clearly infested or hazardous trees, and we leave healthy ash standing so that naturally resistant "lingering" ash have a chance to reveal themselves over time.
- Charges the Conservation Commission with building and running a public education program, so private landowners can make informed decisions about their own property.
- Charges the Conservation Commission with preparing a plan for ash in the Town Forests.
- Commits the town to engaging a Tree Warden. Under Vermont law only a Tree Warden may authorize tree removal in the public right of way, so this is a practical prerequisite for any roadside work.
- Coordinates the Main Street corridor plan with the wastewater project, since certain Main Street ash will come out as part of that construction regardless.

What adoption does not do

- It does not approve any specific tree removals, a treatment contract, or a Main Street design. Those come later, developed by the Tree Board, Tree Warden, and Town Administrator, and returned to this board as needed.
- It does not commit significant new money this year (see budget below).

Budget reality for FY27

- The plan works within existing funds: $31,070 in street trees and $30,418 in the invasive species fund, of which $5,000 is set aside specifically for EAB (the balance for knotweed).
- This is realistically a get-organized budget, not a large-scale removal or treatment budget. FY27 is about standing up the program, public education, and getting a Tree Warden in place. Larger removal and replanting costs will be built into future budgets as the picture clarifies.

Why this approach

- The science points to a small number of ash carrying natural resistance to EAB. Those "lingering" trees are the long-term hope for ash on our landscape, and we only benefit from them if we do not cut every ash down in the meantime. The plan deliberately balances public safety, by removing clear hazards, against preserving that genetic reservoir.

Next steps if adopted

- Start up the public education effort through the Conservation Commission.
- Move to engage a Tree Warden.
- Arrange an EAB identification training for the road crew and Road Commissioner, so the people on our roads every day can spot early signs. Worth doing before this Autumn so we don't lose an observation season. To be coordinated with VT Forests, and other stakeholders.
- Begin the Town Forest ash plan.

- Explore shared approaches with Warren, Fayston, and Moretown.

Phase II Environmental Site Assessment for the Charlie Goodman III Town Garage

In brief: KAS has proposed a Phase II Environmental Site Assessment at the new town garage site (761 Tremblay Road) for $30,915, funded from the Town Garage Reserve Fund. The site was a municipal landfill through about 1970, and the Phase I ESA flagged environmental conditions that can't be resolved without subsurface testing. We need this data before we can know what the site costs to build on or finalize a construction number for the bond vote. One thing to hear plainly: this money buys information, reduce building timeline risk, not a solution, if testing finds contamination, remediation is a separate, not-yet-estimable cost that would need its own authorization and funding. Authorizing now keeps the 2027 site-work window open. *(Action requested)*

Background and detail

KAS has proposed a Phase II ESA for $30,915, to be funded from the Town Garage Reserve Fund, which has sufficient balance for this work. The Phase I ESA that KAS completed in June 2026 identified three Recognized Environmental Conditions, two Significant Data Gaps, and one Business Environmental Risk. None can be closed out without subsurface data. Until we have that data we cannot say what the site will cost to build on, and we cannot finalize a construction number for a bond vote. Authorizing this now keeps the CY2027 site work window open.

Suggested motion

Move to authorize the Town Administrator to execute the KAS, Inc. work scope proposal dated July 2, 2026 for a Phase II Environmental Site Assessment at 761 Tremblay Road, in an amount not to exceed $30,915, funded from the Town Garage Reserve Fund, and to acknowledge that any remediation, additional site investigation, or subsurface structure removal identified through that assessment is outside the scope of this authorization and would require separate Selectboard authorization and a separate funding source.

One thing the board should hear plainly: this $30,915 buys information, not a solution. If the investigation finds contamination that has to be addressed, remediation is a separate cost that is not funded today and not yet estimable. That possibility is real enough that I want it on the record now rather than introduced later as bad news.

What Phase I found, and what Phase II is meant to answer

The site was a municipal landfill from as early as 1958 until approximately 1970. There is no record of any prior subsurface investigation, water quality monitoring, or gas collection at the site. That single fact drives most of what follows.

The questions Phase II is designed to answer:

- **Is there landfill waste under the proposed new building footprint, and how deep does it go?** Three exterior borings are distributed across the historical landfill footprint, including one within

the proposed new building footprint and one in the low, downgradient northwestern portion near the material stockpiles. This is the question with the most direct bearing on foundation design and excavation cost.

- **Is landfill gas being generated, and would it enter a new building?** A vapor encroachment condition tied to the landfill could not be ruled out in Phase I. KAS will install soil vapor points, sample for VOCs in air, and field screen for methane, carbon dioxide, and oxygen with a landfill gas meter. If gas is present, vapor mitigation becomes a design requirement rather than an option.
- **Where does the garage floor drain actually go?** The drain has a visible oily sheen and an unknown terminus. KAS will video-scope or line-trace it, sample its contents, and place borings at the suspected discharge point.
- **Is there PFAS on the site from the historical fire?** Roughly half the garage structures burned between the late 1980s and early 1990s. Firefighting foam is a known PFAS source, and PFAS are regulated in Vermont. Two borings along the burned perimeter will be analyzed for PFAS, along with the floor drain terminus and septic area.
- **Where is the former septic system, and what went into it?** Location, removal status, and contents are all unknown. Given 43-plus years of auto repair on site, it may have received hazardous substances via drain.
- **Is there a dry well on the north side, and does it matter?** Reported but not located. One boring is contingent on finding it.
- **Has the long-term auto repair work contaminated the soil under the slab?** Oil staining throughout the interior. Four interior borings through the slab, including the two most heavily stained bays and the welding area.
- **Is there asbestos in the 1983 structure?** A Vermont-licensed inspector will conduct a pre-demolition survey. Since the full structure is coming down, this is a demolition prerequisite regardless of what else Phase II finds.

Full demolition

The entire existing structure will be demolished. Given that, the sub-slab vapor points will be relocated to the exterior at the direction of the project team, and the asbestos survey will be scoped as a full pre-demolition survey.

Cost breakdown

Task	Price
Work plan / coordination	$1,573
Premark / GPR survey (1 day)	$1,865
Soil borings, sampling, well and soil gas point install (2 days)	$12,177
Floor drain, groundwater, soil gas sampling	$2,029

Task	Price
Laboratory analysis	$10,193
Data analysis and reporting	$3,078
Total estimated	**$30,915**

Funding source is the Town Garage Reserve Fund. The fund has adequate balance for this authorization.

Remediation: the exposure the board should understand now

Nothing in the $30,915 covers cleanup. If Phase II identifies reportable contamination, the KAS summary report will address notification obligations under the VT DEC Investigation and Remediation of Contaminated Properties Rule (I-Rule) dated February 23, 2024, and any response would have to be scoped and funded separately.

I cannot tell the board what remediation would cost, because nobody can until the data is in hand. What I can tell them is where the risk concentrates: a former municipal landfill with no monitoring history, a possible PFAS release, and an unknown septic system are the three findings most likely to generate a remediation obligation rather than a clean close-out. If any of those come back hot, the Town will need to secure funds for that work, and the sooner we know, the more options we have on how to pay for it and how to design around it.

The realistic outcomes are a spectrum: findings that are clean or below screening values and simply close out the RECs; findings that are manageable through design, such as vapor mitigation under the slab or managing contaminated soil during excavation; or findings that require a formal corrective action. I am not predicting which. I am saying the third is possible and we should not be surprised by it.

York, a suggestion: it may be worth asking the board Wednesday to have staff come back in the fall with a preliminary look at what funding avenues exist for site remediation, so we are not starting that research after we get bad news. I don't know what Vermont programs might apply here and I'm not going to guess at names — that's a question for KAS and for DEC.

What else is not included

- **Subsurface structures.** If the survey finds a tank, dry well, or septic component that warrants removal or further assessment, KAS prepares a separate work plan and cost estimate.
- **Deeper groundwater.** Phase I approximated groundwater at 30 feet. S.W. Cole's June 10, 2026 geotechnical report found saturated soils at 5 to 10 feet, likely perched on silt clay from as shallow as 8 feet. KAS will look for shallow and perched water and install up to four wells if they hit it. If they do not hit groundwater within the practical limits of the drill rig, a deeper investigation would be a separate scope and cost.
- **Other hazardous building materials.** Lead paint and universal wastes are available at our request under separate scope, not included here. Given full demolition, this is worth a conversation with KAS about whether to fold it in now.

Schedule

KAS states they are adequately staffed and prepared to proceed. Sequence on authorization: utility locating, drain tracing, and geophysical survey first; then drilling, well installation, and vapor point installation; groundwater sampling a minimum of one week after well installation; summary report after all lab data is received and evaluated. The asbestos survey can run independently of the subsurface work. A detailed schedule comes after authorization and confirmation of our redevelopment timeline.

The proposal does not commit to a completion date. I would ask for one in writing before we sign.

Town Garage — Architectural and Engineering Services

We have reached the point of formalizing our continued work with MH2 Architecture Studio on the Town Garage. Mitch Hager and Michael Housley know this project well, having worked it under BreadLoaf, and MH2 gives us good continuity as we head toward the bond vote and into design. I am recommending the Town enter into an Owner / Architect Agreement with MH2 for the next and remaining phases of work.

The proposed fee is a combined architectural and engineering fee of 8% of the estimated construction cost. That 8% covers more than architecture... it carries the full engineering team, including structural, civil, geotechnical, and the mechanical, electrical, plumbing, and fire protection work as the design requires. Bundling all of that into a single 8% is competitive for a building of this type and keeps our design costs simple to track. On the construction estimate we carry today, the fee comes to $340,080. Two items are priced separately as fixed fees, an updated site survey at $4,240 and bond-vote support materials at $4,000, bringing the estimated total design cost to $348,320.

The 8% fee is based on the April 28 construction estimate previously developed by Breadloaf and is reflected in MH2's proposal. As the project moves forward and the selected Construction Manager develops a more refined and reliable construction cost estimate, there may be an opportunity to revisit the fee with MH2 to ensure it remains aligned with the actual scope and value of the project. If the projected construction cost decreases, I would expect that conversation to include whether a corresponding adjustment to the fee is appropriate. At this time, however, the proposed fee and not-to-exceed amount represent the Town's best available basis for budgeting and voter consideration. The goal is to maintain flexibility while the project budget is still being refined, without creating an open-ended commitment or increasing costs unnecessarily.

On the retainer, MH2's proposal calls for 20% upon signing to commence services. Because we are still assembling our funding stack, I would like to begin with a smaller retainer at signing and step up to the full 20% once we have a funding plan in place to carry us through the bond vote. MH2 is willing to work the timing out with us.

A few smaller terms are still being finalized in the agreement itself, including the hourly rate for any permit revision cycles and how reimbursable expenses are handled. Some consultants, namely MEP and fire protection, are not yet named, which is normal at this stage and acceptable to us. None of these change the recommendation.

Suggested motion

I move to authorize the Town Administrator to execute an Owner/Architect Agreement with MH2 Architecture Studio, LLC for architectural and engineering services for the Town Garage project, at a combined architectural and engineering fee of 8% of the estimated construction cost (currently $340,080), plus a fixed site survey fee of $4,240 and bond-vote support of $4,000, for an estimated total design cost of $348,320; with pre-bond design costs financed through a bridge loan or advanced from Town reserves to be reimbursed by the bond, as available; and to acknowledge that if the cost increases, the Town Administrator will bring the adjustment back to the Selectboard before proceeding.

Town Garage — Construction Manager Selection Update

The Selectboard is expected to select a construction manager for the Town Garage at this meeting if we are prepared to make that call. This report is intended to prepare the Board for that conversation by laying out what the five proposals show. Between writing this and the meeting, I will have visited comparable project sites and spent additional time reviewing the proposals and firms, so I expect to be in a position to speak to each in more detail and to help the Board work toward a decision that night. The proposals are all included in this meeting packet.

Five firms submitted supplemental fee and qualifications information in response to the Town's uniform request: Connor Contracting (CCI), DEW Construction, E.F. Wall & Associates, Stewart Construction, and ReArch Construction. All five are established Vermont contractors, and all five confirmed bonding capacity adequate for a project of this size.

The proposals varied more than expected, and the biggest driver is the construction manager fee, charged as a percentage of the cost of the work. As proposed, those fees are: DEW 1.75%, ReArch 2.25%, Stewart 3.25%, CCI 5.0%, and E.F. Wall 7.5%. Because that percentage applies to the full cost of construction, the spread between the lowest and highest is substantial, and it grows as the project cost grows.

The firms also structured their proposals differently, bundling bonds, insurance, and overhead in different places and assuming different construction schedules, so no single line compares cleanly. Staff has normalized the proposals to a common basis to compare them fairly. On that basis, three firms (DEW, ReArch, and Stewart) cluster closely together on total cost, CCI comes in moderately higher, and E.F. Wall is notably higher than the rest.

Cost is not the only factor under review. Staff is also weighing each firm's experience with municipal garage projects specifically, the availability of the proposed team through the 2027 construction season, and the terms each firm proposed for contingency and change orders, which differ meaningfully across the five.

Reference checks and site visits are underway, and staff expects to bring a recommendation on the schedule needed to support the September bond vote.

Municipal Tax Rate Setting

Treasurer Steve Lewis has calculated the FY2027 municipal tax rate at **$0.5978**, made up of a municipal rate of $0.5932 and a local agreement rate of $0.0046. That is a **2.42% increase over the FY25 total rate**

of $0.5865. The rate follows directly from the budget voters passed, the town's local agreement contracts, and the 2026 Grand List, which rose 1.89%.

Setting the rate is a required annual action. The board is not deciding how much to spend — that was set at Town Meeting — but formally adopting the rate that raises the approved budget.

How the municipal rate is built

Municipal budget (12-month)	$2,903,757
Less non-tax revenue	($497,730)
Net to be raised by taxes	**$2,406,027**
Divided by Grand List value	$4,055,786
= Municipal tax rate	**$0.5932**

The local agreement rate of $0.0046 is calculated separately, from the town's veterans' exemption contracts (homestead $2,794.44 and non-homestead $15,905.53), totaling $18,699.97, divided by the same Grand List value. Added together, the two produce the **$0.5978 total**.

Three-year comparison

Component	FY25	FY26	FY27	Change from FY25
Municipal tax rate	0.5825	0.5808	0.5932	+2.14%
Local agreement	0.0040	0.0029	0.0046	+58.99%
Total municipal rate	**0.5865**	**0.5837**	**0.5978**	**+2.42%**

What holding the rate flat would cost

Steve notes that if the Board held the total rate at FY26's $0.5837, the approved budget would run a $57,365 shortfall. Because voters approved the budget, that gap would have to be filled somewhere, and holding the rate flat would mean drawing the remaining amount from the Town's undesignated fund balance rather than raising it through taxes. The Town's fund balance is healthy, so this is a real option and not a fiscal emergency. As a reminder, Town policy is to hold a minimum of two months of operations in undesignated funds, which sets the floor on how far that balance can be drawn down.

That flat scenario would break down as a $0.5791 municipal rate plus the $0.0046 local agreement. Holding flat is not a free choice, since the approved budget still has to be funded, but it is a legitimate path if the Board prefers to use reserves rather than raise the rate. This is context, not a decision before the Board.

Errors & Omissions — Waitsfield & Champlain Telecom, Parcel 099047100

Assessor MaryJane Potter has requested an Errors & Omissions authorization to correct the assessed value on parcel 099047100. When Waitsfield & Champlain Telecom reported a telecommunications value to the State, other property was incorrectly included. After review, the State issued a corrected value, and the assessment needs to come down to match.

The correction reduces the parcel's assessment from $8,022,100 to $3,898,800.

Suggested motion:

Move to approve the Errors & Omissions authorization for parcel 099047100, reducing the assessment from $8,022,100 to $3,898,800, as requested by the Assessor.

Moretown Bridge #1 replacement - detour relies on our Meadow Road Bridge

VTrans is replacing Moretown Bridge #1, which carries VT Route 100B over Dowsville Brook about a quarter mile north of the VT 100 intersection. The original bridge was damaged beyond repair in the July 2024 flooding and replaced with a temporary steel bridge; VTrans's own hydraulics study found that temporary structure has no freeboard at the 1% annual-exceedance flood, so the permanent replacement is moving ahead using accelerated bridge construction.

Here is why this matters to Waitsfield. VTrans's plan routes the local detour over our Meadow Road: a 4.5-mile route via Meadow Road to North Road to Pony Farm Road for passenger vehicles and local traffic, with a longer 11.5-mile route via US 2 to VT 100 for trucks and heavy traffic. That local detour runs directly over Meadow Road Bridge (Structure #00024), which is in poor condition and currently posted at 8 tons. In other words, the State is planning to send detour traffic across a Town bridge we already know is deficient and load-restricted.

The core question is one of sequencing. VTrans's milestones put contract award in winter 2028 and construction from summer 2028 through winter 2029, so the detour would not be active until that 2028–2029 window. That gives us a runway, but it also frames the problem plainly: if we have not replaced or adequately remedied Meadow Road Bridge before VTrans's detour goes live, the State will be directing traffic onto a bridge that can't carry it, and the Town is left holding the condition and liability risk.

What I'd like to do about it. I'd like the board's support to establish the Town's position now and work it with VTrans on two fronts. First, get clarity from VTrans on whether their detour design assumes Meadow Road Bridge in its current posted condition, and what they expect of the Town. Second, use the fact that VTrans is depending on our bridge as leverage in the conversation about remedy, whether that means accelerating our own replacement track, a temporary structural fix sufficient to carry the detour,

or VTrans participation in addressing the bridge given they're the ones routing traffic over it. the two should be understood together, because the detour is part of why getting that engineering underway matters.

https://resources.vtrans.vermont.gov/FactSheet/default.aspx?pin=24B018&_gl=1*2heik*_ga*NDA0NTQ4OTQyLjE3ODA5MjY3ODk.*_ga_V9WQH77KLW*czE3ODM0NDA3MjEkbzMzJGcxJHQxNzgzNDQwODA1JGo0MyRsMCRoMA

A related piece of the Meadow Road Bridge picture: the FEMA deck-replacement estimate.

Separate from the detour question, we have been working with FEMA to capture reimbursement dollars tied to Meadow Road Bridge deck damage from storm recovery. At my request through Dave Conger, DuBois & King has now prepared an Opinion of Probable Cost for replacing the existing bridge deck. Their engineer's estimate, dated July 13, 2026, comes to **$404,688.17** based on the existing deck geometry of 13 feet by 80 feet.

Worth understanding what this estimate is and isn't. It prices the deck-replacement work items only, because that's what FEMA is reimbursing against, the deck damage. In reality the bridge will be fully reconstructed, and the FEMA deck-replacement dollars we recover will go toward the cost of the new bridge. So this is a mechanism to bring federal storm-recovery money to the larger replacement, not a plan to only replace the deck. Two caveats D&K flags: the unit prices assume 2026 construction, and if FEMA allows escalation to a future construction year, D&K notes prices should rise roughly 4 to 6 percent per year in line with current nonresidential construction inflation. So the reimbursable figure could grow if the work lands in a later year, which given the detour timeline it likely will.

Taken together, the two Meadow Road tracks, the FEMA deck reimbursement and the detour-driven urgency, point the same direction: getting the engineering and funding lined up so the bridge is addressed before VTrans routes traffic over it.

CHIP Workforce Housing Update — 6695 Main Street

Back in June the Town submitted a CHIP Interest Form for a proposed workforce housing project at 6695 Main Street along Route 100. The content of the interest form was prepared by Aron Shea of Shea Property Services on behalf of the development team, and I reviewed it before submission. CHIP is the state's Community and Housing Infrastructure Program, which helps towns fund the public infrastructure... roads, water, wastewater, stormwater... that makes a housing project possible.

On June 30 the Vermont Economic Progress Council reviewed our interest form, had no further comments, and invited us to move ahead with a full application. Worth being clear that this is not an award of funding or an approval of the project itself... it's a green light to enter the formal application phase.

The concept, as proposed by the development team, is roughly 25 to 50 owner-occupied townhomes clustered on about 12 acres of the 46-acre parcel, with the balance kept as open space. Target price is in the $350,000 to $400,000 range, with permanent deed restrictions to keep the homes attainable and

owner-occupied over time. Alongside the application work, we're also exploring ideas... as of now led by Aron Shea in conversation with me and others... to drive the price down as far as possible and deliver the most affordable workforce housing we can. One avenue under discussion is whether a nonprofit could take on part of the work and absorb some of the hard and soft costs, which would help lower the overall cost of the homes. This is early and exploratory, but it's a direction worth pursuing given how central affordability is to the whole point of the project.

The next phase is more involved and will take some Town participation and some spending to prepare the application. The major pieces flagged by the developer's team are:

- a detailed development narrative and site plan
- an infrastructure cost estimate (the CHIP-eligible public work plus an engineer's estimate of the vertical construction)
- a tax increment model to demonstrate feasibility
- and the Housing Infrastructure Agreement, the central legal document that ties it all together

Aron Shea has asked to sit down with Brian and me to map out the Town's role, and he's putting together a 30-day action list. He'd also like the Board to consider authorizing a Town representative, our attorney, and planning support to work with his team, VEPC, VLCT, and the Mad River Valley Planning District on the full application package.

I'd flag for the Board that this is a genuine decision point. Moving into the application phase means committing staff time, some cost, and eventually a conversation about pledging future tax increment through the Housing Infrastructure Agreement. Nothing here obligates the Town yet, but the next steps do ask us to lean in.

Town Forest Fire Warden — change under Act 162 of 2026

The State has changed how town forest fire wardens are designated. Under Act 162, which took effect July 1, 2026, the fire chief with primary responsibility for fire response in the municipality automatically serves as the town forest fire warden. The Commissioner of Forests, Parks and Recreation no longer appoints the warden, and the Selectboard no longer approves that appointment. Those steps are gone. FPR's June 24, 2026 letter to town clerks explains the change and asks that towns place it before the Selectboard for review, which is why it's on this agenda.

For Waitsfield, this means Fire Chief Jared Young now serves as town forest fire warden by operation of law. No board appointment is needed or possible; the role follows the office of fire chief.

The warden may appoint deputy forest fire wardens to help issue Permits to Kindle Fire. Chief Young intends to appoint Cam Mills as deputy forest fire warden. That designation is the warden's to make under the statute, not the board's, so this is noted for the record rather than voted on.

The town's one obligation under the new law is to keep FPR supplied with current contact information for the warden and any deputies, via the personnel form FPR provided. I will handle that filing once the deputy designation is confirmed.

https://forms.office.com/pages/responsepage.aspx?id=O5O0IK26PEOcAnDtzHVZxgm-FeFVLZZLvwOf_ZHc841URjFNSllVTjlYSzM5SDBUNVlDNDkySlFETSQlQCN0PWcu&route=shorturl

Consent agenda line

Town Forest Fire Warden (Act 162 of 2026): Acknowledge that, effective July 1, 2026, Fire Chief Jared Young serves as Waitsfield's town forest fire warden by operation of law, and that the warden intends to designate Cam Mills as deputy forest fire warden; and authorize the Town Administrator to file current contact information with FPR as required.

Justices of the Peace on the November General Election ballot

Waitsfield's Justice of the Peace elections will be placed on the back of the November General Election ballot. Because that ballot is mailed to all active registered voters and the JP elections would otherwise appear on a separate local ballot, the Selectboard has to approve the mailing first. The Town Clerk has already notified the Secretary of State's Office and has permission in VEMS to enter the candidates; Selectboard approval is the remaining step.

Consent agenda action requested: Approve placing the Town's Justice of the Peace elections on the November General Election ballot and mailing that ballot to all active registered voters, as required by 17 V.S.A. § 2680

July 3, 2026

To: **Waitsfield Selectboard**
From: **Alice Peal, Waitsfield CVRPC Rep**
Re: **Work and activities with Central Vermont Planing Commission**

This document provides an overview of work I have coordinated with CVRPC for the Town of Waitsfield. CVRPC can offer many types of services such as Grant support, ByLaw and Town Plan help to the Planning Commission, Emergency help. A number of projects have been completed at no cost to Waitsfield.

LHMP - Local Hazard Mitigation Plan

A Vermont Local Hazard Mitigation Plan (LHMP) Is a community-level strategy to identify natural hazards such as floods, extreme heat, severe storms and outline actions to mitigate hazards. Approved by FEMA and managed by Vermont Emergency Management, these plans must be updated every five years.

https://www.waitsfieldvt.gov/fileadmin/files/Departments/Public_Safety/2024_FINAL_Waitsfield_LHMP.pdf

-Keith Cubbon, Planner CVRPC. CVRPC grant for LHMP assistance to Towns
- Keith and Alice facilitated local meetings, categorized hazards by importance
- Keith did the writing of the LHMP - Fred Messer, Friends of the Mad River.
  Reviewed with Planning Commission.
- Renewed every 5 years. Next renewal in 2029-2030
- Identified 4 Flood Plain reconnection possible projects
  Austen Parcel, Tardy Parcel, Lower Fairgrounds, Flood Chute @ Tremblay Rd.

Flood Plain Reconnection Studies

- 2 no match grants from the Winooski Basin Water Quality Commission
- Watershed Consulting hired to study reconnection sites. Decision was that the

Fairgrounds site had the most potential.

Meadow Road Bridge - meetings with VTRANS District 6 and to discuss potential grants

-Keith Cubbon brought infrastructure deficiencies to the Town's attention
-Worked with Fred Messer, Alice P, York and VTRANS on available grant money
-Applied for Federal Grant - not approved
-Facilitated meetings with VTRANS

-Keith and Reuben sent Town RFP out to Engineering FiD&K, VHB, Stantech, GPE and 2 others

Rte 100 and 17 Intersection Study

- Promoted by CVRPC through the Regional Transportation Advisory Committee
- Project currently listed on the TAC/VTRANS VPSP2 priority project list
- Progress of beginning Study monitored by Keith Cubbon and Alice P.
- Christian Myer, Executive Director to inquire at VTRANS

River Corridor ByLaws

-Assistance from Lincoln Frasca, Natural Resources Planner CVRPC
-Presentation to Planning Commission by Ned Swanberg
Vermont Flood Hazard Mapping Coordinator | Regional Floodplain Manager
Vermont Agency of Natural Resources, Watershed Management | Rivers

CVRPC Planner Sam Lash - GMT Substation

- Promoted upgrade of GMT Substation on Carroll Rd.
- Project Review Committee gave approval.
- PUC issued Letter of Common Good

Other

- Culvert Inventory - this summer or next summer - https://www.vtculverts.org/
- Traffic Counters (currently Tremblay Rd and Bridge St.)
- Grant Administration - Reuben was the admin for Mad River Path Scoping Study for Active Transportation Grant
- Town Road Foreman Biannual meetings
- Capital Fire Mutual Aid

Regional Plan Committee - Alice Peal Chair

- Plan and rewrite of Regional Plan
- Review Tier 1A and 1B, Future Land Use Map

Committee Member - Board of Commissioners, Transportation Advisory Committee, Project Review, Winooski Basin Water Quality, Clean Water Service Provider,

DRAFT SEVEN

A Phase One Approach

THE EMERALD ASH BORER IN WAITSFIELD, VT

A Situation Analysis and Response Plan – Winter 2026

Developed by:

Leo Laferriere

Charles Hosford

Brian Shupe

York Haverkamp

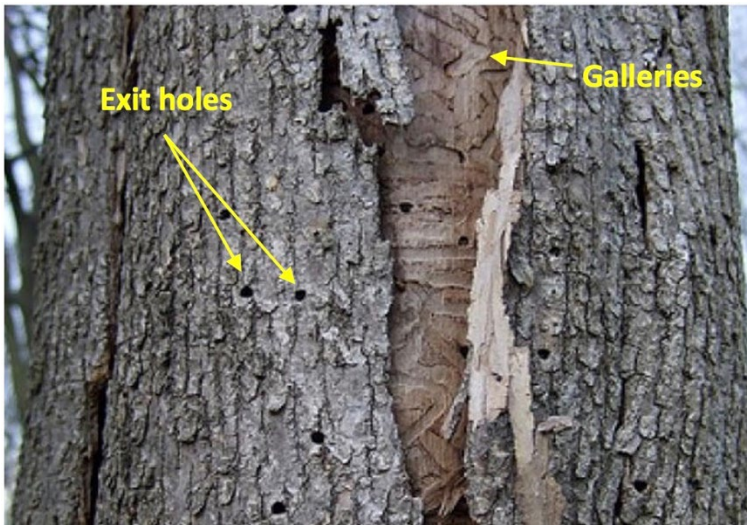
Curt Lindberg

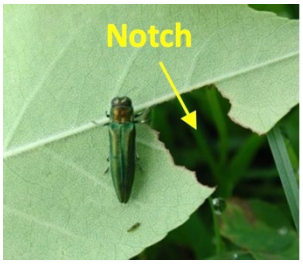
Some background:

In February 2026, the Emerald Ash Borer (EAB) was discovered by a forester at a site near East Warren Road in Waitsfield.

This insect is a small (1/2 inch long) green beetle which can fly and whose initial presence can be difficult to identify. Originally from Asia, it was first identified in the American Midwest in 2002 and has since killed millions of ash trees in more than 35 states and five Canadian provinces. First found in Vermont in 2018, it is expected to spread continually throughout all the areas where ash trees grow. Its flight season is from June 1 to September 30, and, by itself, moves only about one or two miles annually. The primary vector for EAB movement is people moving firewood, ash packaging material, ash nursery stock… but mostly firewood. That is how the insect has spread so far in North America.

The beetle's infection and feeding pattern is thus: During the summer the female lays her eggs on the ash bark, the eggs hatch and the larvae burrow into the inner bark. They then feed following a meandering pattern which resembles S-shaped galleries. They overwinter under the bark and when mature in the spring, the adult chews its way out of the tree leaving a very small "D" shaped exit hole. That feeding kills a vital part of the growing tree and if extensive enough will result in killing the whole tree. Adult beetles chew noticeable notches in the tree leaves.





Mortality of ash trees is due to almost all trees in North American not having genetic tolerance or resistance to EAB. Also, part of the reason the beetle has spread so quickly is that it has no major natural native predators. Birds can catch some (and perhaps bats at night) but in terms of any kind of control, woodpeckers are our best ally. Woodpeckers will feed on the larvae (they can hear them chewing). These birds remove the outer layer of bark and then peck holes in the remaining bark to get to the larva underneath. Woodpeckers do not kill trees; they just seek to find food in an already dead wood.

This searching behavior results in a flaking or “blonding” appearance to the infected area and can serve as an early signal that borer larvae may be present.

Absent new developments in treatment, it should be considered inevitable that EAB, left on its own, will kill most of the ash trees in Waitsfield (and everywhere else that ash grows). The process will take time and some trees will survive, but all experience to date indicates it will happen. Healthy and lightly infested female trees may produce seeds so the species presence will likely remain but consisting of only young trees. There are accepted, effective insecticide treatment options available, which include systemic pesticides containing azadirachtin or emamectin benzoate. These are absorbed into the tree and kill both the burrowing larvae and adult beetles feeding on the leaves. Additionally, there are biocontrol strategies now being tested in Vermont.

We are cast into a largely reactive position here. A new invasive has arrived. It was introduced to North America by people and we are now managing an expensive and dangerous situation. Ash trees become very brittle when infested with EAB. They are also commonly planted street trees and pose danger to people and property if not treated with pesticide or removed. Responses and actions will have financial, ecological, and aesthetic consequences for everyone.

Regarding natural and assisted regeneration:

Ash trees are male or female and males outnumber females by as much as seven to one. Female trees are identified through flower and seed production which occurs every 2 – 5 years.

Due to genetic traits some trees (termed “lingering ash”) survive. These are defined as mature (more than 4” in diameter), naturally occurring, chemically untreated trees that stay healthy longer than two years after more than 95% of nearby ash is killed by the borer.

The US Forest Service Resistance Breeding Project has shown that scion from lingering ash can be used in selective breeding to yield highly EAB-resistant trees. (A scion is a young shoot or twig from a plant to be used for grafting or rooting.)

The Context of This EAB Outbreak

Epidemics, outbreaks and population surges like the current EAB invasion have happened before in the sometimes human-influenced evolutionary process. As examples, Chestnut blight is Asian in origin, was first discovered here in 1904 and soon rapidly decimated the species. Even today young sprouting Chestnuts are still being killed. Dutch Elm disease was brought into the US in 1930 through logs imported from Europe. Nearly 100 years later, some large old Elm still live on. Ash populations contain a few individuals which also persist despite EAB.

In these persisting trees, a defensive technique previously unknown - a characteristic enabling survival - is manifesting itself. Heritable genetic resistance to EAB will be a central resource necessary to cultivate resistant trees which then can become part of future healthy forests.

Since "lingering" / EAB-resistant trees are the only viable long-term hope for the continuing existence of ash, it makes sense to keep its gene pool as large and deep as possible. This strategy enables maximizing both the number of resistant trees which may be contained in the natural population and the likelihood both genders will be represented in that number.

A Response Strategy for Main Street

A specific Main Street corridor ash tree removal, replacement planting and treatment plan and budget will be developed by the Tree Board, Tree Warden, Town Administrator and others as appointed by the Selectboard. **This action is best taken** after certain Main Street trees are removed in conjunction with construction of the town wastewater collection system. This plan may include retention of selected ash trees through application of insecticide / pesticide.

If ash trees are to be removed, they have commercial value as logs for sawmilling and for firewood. However, be mindful that EAB can be spread by distributing infested products and there are recommendations regarding how to deal with the wood. (See below.)

A Response Strategy for Other Town Roads

1. Trust the upcoming natural selection / identification process. Adopt a watch and wait policy. Locate and monitor lingering ash. Then decide next steps.
2. Be especially vigilant to identify the early signs of EAB. Immediately remove infested trees (these are clearly not immune) which could later become public hazards. But leave all the other ash standing.
3. The road maintenance crew is in the best position to notice changes in roadside vegetation. So as to facilitate early detection of roadside infected trees, conduct a training session for the road crew and the Road Commissioner.
4. Be prepared to manage EAB-infested ash for all the foreseeable future.
5. And keep in mind every single ash tree is potentially a lingering survivor carrying the hopes of the future, but identifiable only if it is not chemically treated and survives both the insect and the chainsaw.

Quantitative Baseline

A 2021 inventory covered 22 of 26 miles of town roads and identified more than 2,000 ash trees in the public right-of-way. Along Route 100 in Historic Waitsfield Village and Irasville, there are more than 40 prominent ash trees.

Budgeted Applicable Funding – Fiscal Year starting July 1, 2026

Street trees: $31,070

Invasive species fund: $30,418 (Knotweed: $25,418 EAB: $5,000)

Removal Best Practices

Schedule nonemergency removals in the **EAB dormant period** (Oct.–Apr.) to prevent spread and improve contractor availability.

When removing during the active season (May–Sept.), **chip at least the outer 1 inch of bark/wood onsite** or transport materials in fully enclosed vehicles for processing.

If EAB is present, use **certified arborists** for all removals near roadways, utilities, and structures due to the unpredictable brittleness of EAB-killed trees.

Wood Disposal & Material Handling

Dispose of ash material at the **nearest processing facility** as quickly as possible to destroy larvae before emergence.

Avoid transporting unprocessed ash firewood outside the immediate area to limit accidental spread.

Scope of Replacement Work & Planting Standards

Work includes tree and stump removal, replacement with 1-1.5" caliper trees, and one year of establishment care including staking, watering, and fertilizing. Given Waitsfield's scenic road canopy and the expected loss of ash across public rights-of-way, the Town should follow best practices for removal, replanting, and long-term canopy restoration.

Replanting & Species Diversity Standards

Replace removed ash with **diverse, climate-adapted species**, avoiding overreliance on any one genus to reduce future pest vulnerability (best practice: 10/20/30 rule—no more than 10% of one species, 20% of one genus, 30% of one family).

Prioritize species that support **biodiversity**, soil function, and resilient canopy structure (e.g., oaks, maples, hackberry, elm cultivars with Dutch elm disease resistance).

Establishment & Maintenance Best Practices

Ensure replanting sites receive a **minimum one-year maintenance plan**, including watering every 7–10 days in the first growing season and structural pruning within 1–3 years.

Use **mulch rings** 2–4 inches deep (no volcano mulching) to retain soil moisture and prevent mower damage.

Implement a **three-year monitoring schedule** to assess establishment success and promptly replace failed plantings.

Pesticide / Insecticide Application Recommendations

Insecticide treatment is considered an effective option for medium–large ash, providing very reliable control for 2 years to 3 years. The best timing is generally mid-spring (often mid-May to early June) once trees are leafing out but before peak adult EAB activity.

Consider developing in-house licensed / certified insecticide applicator capacity.

Consider adding ash locations and treatment actions to existing invasive species/habitat restoration GIS system supported by UVM's Geospatial Laboratory.

Other Sources of Information:

The Vermont Department of Forests, Parks & Recreation, the Vermont Urban & Community Forestry Program, and the Forest Stewards Guild have prepared some excellent EAB information and recommendation material. These programs should be consulted for anything and everything EAB.

Roles and Actions - A Plan

For privately-owned land: The town's role should be educational. Seek to inform the public so that it may make its own decision about what it wants to do on its' property. Stress that EAB is here and will remain in this ecosystem. Keeping particular ash trees alive will likely require protective treatments with an insecticide for the rest of the tree's life.

- Actions by the Selectboard:
  Charge the Waitsfield Conservation Commission with producing and implementing a public information program

For publicly-owned land, primarily referring to town road rights of way but also public lands such as town properties and forests. The town's role should be to take actions to prevent the insect from creating hazardous conditions and to help preserve ash on the landscape. Fortunately, the town has an inventory of its' roadside ash tree population. This can serve as a basis for response planning.

- Actions by the Selectboard:
- 1) Consider adopting a policy and safe practices statement regarding dealing with EAB.

- 2) Charge the Conservation Commission with preparing a plan to deal with EAB on Town Forests.
- 3) Make sure we have a Town Tree Warden in place (VT law states that only Tree Wardens have the authority to designate tree removal within the public right-of-way - Title 24, section 2504). This person would serve to identify and confirm EAB activity, issue authority to remove trees and provide advice regarding removal and replacement.

2026 – Plans and Priorities

1. Develop and carry out a plan on Main Street to remove selected ash trees, plant suitable replacement trees, and treat selected trees - as funding will allow.
2. Consider developing in-house capacity and/or secure services of a certified insecticide applicator
3. Carry out public education
4. Create a plan for ash in town forests
5. Engage a tree warden
6. Explore collaboration possibilities for public education, ash removal and treatment with Warren, Fayston, and Moretown
7. Decide if it makes sense to integrate ash tree management and treatment into the Valley's invasive species/habitat restoration GIS system
8. Evaluate initial year's work, derive lessons learned and create plans and budgets for subsequent years

Friends of the Mad River (FMR) has been awarded grant funding to coordinate the Irene 15: Flood Resilience Series, a year-long initiative commemorating the 15th anniversary of Tropical Storm Irene. Developed in partnership with the Mad River Valley Planning District (MRVPD), the series will bring together residents, municipal leaders, local organizations, and regional partners to reflect on the lessons of Irene, recognize the progress our communities have made, and identify the next steps needed to strengthen flood resilience across the watershed.

The series includes five public events that move from remembrance to action. Through storytelling, educational presentations, community conversations, and collaborative planning, the events will explore how the Mad River Valley responded to Irene, what investments and initiatives have improved resilience over the past fifteen years, and how we can continue preparing for future floods and other challenges together.

The series begins with a community celebration on Bridge Street inspired by the block party that followed the cleanup after Irene. That gathering became a symbol of the resilience, generosity, and community spirit that carried Waitsfield through recovery. By recalling that moment through shared music, food, family activities, and opportunities to connect with organizations working on flood resilience, we hope to celebrate an often-overlooked community asset: the relationships, trust, and shared purpose that help neighbors respond effectively when disasters occur.

We invite the Town of Waitsfield to partner with FMR and MRVPD in this effort. Your participation in the kickoff event and throughout the broader series is an opportunity to engage with your community, learn alongside FMR and MRVPD as we continue to plan for flood & storm resilience, and help foster the next generation of leaders that will stand up when we need them.

TOWN OF WAITSFIELD

REQUEST FOR QUALIFICATIONS and QUOTE
MUNICIPAL PROJECT MANAGER FOR
MUNICIPAL WATER PROJECT

The Town of Waitsfield is seeking a qualified consultant to provide municipal project management services to the Town for the development of a new municipal water supply to serve the Irasville and Waitsfield Village growth center. The project includes a drilled municipal supply well, approximately 27,500 linear feet of water mains, fire hydrants, and a 400,000-gallon storage tank. The water system will also service users who wish to connect along the transmission route. The project is funded in part through the Federal Environmental Protection Agency State and Tribal Grant (STAG) Program and the U.S.D.A. Rural Development. For more information, contact Town Administrator Valerie Capels at (802) 496-2218. Statements of qualifications must be received by **12:00 p.m. on Thursday, June 17, 2010** at the Waitsfield Town Office, 9 Bridge Street, Waitsfield VT 05673.

I. BACKGROUND

Development of a municipal water system to serve Irasville and Waitsfield Village has been identified as a priority in the Waitsfield Town Plan for many years, not only to address public health concerns, but also to protect water quality of the Mad River, to provide for economic development, and to reduce the potential for sprawl outside these areas.

The Town of Waitsfield hired Phelps Engineering, Inc. of Middlebury, Vermont in 1998 to begin testing for potential water sources. Several sites in town were studied as a potential municipal water supply. Test wells drilled on sites near the Village did not yield adequate results. A water source in the southeast quadrant of town was ultimately found for a municipal water system was identified and, after further study, a well was drilled at the end of the Class 4 Reed Road in 2006.

Final engineering, right-of-way acquisition, and permitting are underway for a municipal water system that would begin at the Reed Road wellhead and follow the Town's rights-of-way along Long Road, down Bushnell Road, and to a new storage tank to be constructed on the Town-owned former LeClair gravel pit site. From the tank, the transmission mains would follow a right-of-way to Tremblay Road, where it would meet Route 100 and continue along Old County Road to the Village and Irasville. Hydrants will provide fire protection along the route.

Funding for the project includes $2 million from the U.S. Environmental Protection Agency's State and Tribal Assistance Grant (STAG) program, a $3.014 million loan and $2.5 million grant package through U.S.D.A. Rural Development, and connected user fees.

II. SCOPE OF WORK

1. General Project Management. The Municipal Project Manager (hereafter "MPM") will provide general project management services on an hourly fee basis.

   In 2009 the Selectboard appointed a Water Task Force consisting of 4 local residents, the Town Administrator and the Project Engineer. The Task Force is responsible to ensure that the project is progressing in a timely and on-budget basis; and preparing and recommending policy and direction to the Selectboard.

   Work to be performed by the MPM will be determined with the Town Administrator based on the priorities agreed by the Water Task Force. Invoices shall be submitted on a monthly basis. Invoices will be reviewed by the Town Administrator & Task Force, with final approval made by the Selectboard.

2. Liaison. The MPM will serve as a liaison for the Town with the program managers at the Vermont Agency of Natural Resources, USDA Rural Development, and the US EPA. The MPM will work with agency personnel to provide necessary assurances regarding conformance of the project with all applicable state and federal requirements. The MPM will coordinate with and support the activities of the project engineer.

3. Public Relations. The MPM will provide public relations services with the community and property owners abutting the project. The MPM will assist in keeping the public informed of the progress of the project through information published in the local newspaper, information presented at meetings, one-on-one interactions, information posted on the Town's Web site, and other means. The MPM will arrange for, participate in and provide follow-up documentation of project related discussions, meetings and hearings. The MPM must be prepared to make public presentations about the project and to moderate public project meetings as called upon. The MPM will also respond to citizen inquiries and concerns regarding connection to the water system, service interruptions, etc.

4. Connected User Agreements. The MPM will secure technical/administrative agreements with prospective connected users, including approaching property owners who have not yet responded to previous outreach efforts and re-approaching property owners who originally said "yes" and now said "no."

5. Water Ordinance and Rate Schedule. The MPM will assist with the development of a Water System Ordinance, Rate Schedule, and other policies, including, but not limited to: researching other Water Commissions and ordinances; researching other rate structures and policies; assisting with grievances of the assigned ERU value of a property; assisting with the formation of and provide technical assistance to a Water Commission; and attend meetings of the Selectboard, Task Force, and/or Water Commission as requested to review and define policies regarding the connection and use of the public systems.

6. Project Plans. The MPM will be responsible for the review of project plans and documents. The MPM may assist the Project Engineer and Contractors to improve constructability, reduce costs and expedite construction.

7. Bid and Construction Oversight. The MPM will assist the Town and project engineers in oversight during the bidding and construction phases of the project. At the request of the Project Engineer, the MPM may be called upon to assist with record keeping and the tracking of quantities for payment of construction services.

8. Contract Administration. The MPM will assist with contract administration and documentation for the project, including assisting the Town Administrator in the review of invoices for engineering services; and assisting the Town Administrator and project engineers in the review of invoices for construction services. The MPM will assist the Town Administrator in preparation of reimbursement requisitions and periodic reports to the funding agencies.

9. Future Funding Sources. The MPM will assist with researching, obtaining, and administering, existing and future funding sources, including but no limited to: researching other funding sources and alternatives for homeowners; assisting with procurement compliance; and assisting with record-keeping.

10. Water System Operator. The MPM will assist with the hiring of an operator for the water system.

11. Information Management. The MPM will maintain a file on all properties with respect to potential connection to the municipal water system, including updating of an existing database, maps, sketches and notes. The MPM may assist the Town in preparing billing and other administrative tracking systems required by the water system.

12. Budget Reporting. The MPM will be responsible for updating the budget and providing reports (including a budget variance and forecast report) to the Town Administrator, Water Task Force and Select Board on a regular schedule.

13. Other. The MPM may be asked to perform other activities or special assignments as the needs arise.

III. PROJECT SCHEDULE

1. The proposed municipal water system serving the Waitsfield Village and Irasville sections of the town is being coordinated with the Town's efforts to develop the Route 100 Transportation Path Project as well as a major re-paving project from Waitsfield Village to Warren. The Town is making all efforts to schedule these projects so to avoid the excavation of transportation path improvements and road repaving improvements for the installation of

water mains and facilities. To that end, the water project is targeted to go out to bid in August 2010 with construction slated to begin in the fall of 2010, followed by construction of the sidewalk in 2012. Phase one of the Route 100 paving project from Fiddlers Green south to Warren will begin in 2011; phase two will be targeted for 2013 following completion of the sidewalk project.

2. The number of hours required for the project is expected to vary considerably depending upon the phase of the work and project needs. The MPM will need to be flexible so to accommodate this type of schedule. There may be periods requiring 30+ hours per week, and others requiring no work at all. The Town will work cooperatively with the MPM to anticipate the busier portions of the project, and to coordinate scheduling accordingly.

IV. REQUIREMENTS OF WRITTEN QUALIFICATION LETTER

1. Include a narrative description of the consultant's understanding of the project and the MPM's role in implementing the project.

2. Provide a description or resume outlining the consultant's qualifications for the working on the project, including a listing of past project experience. In addition to education and work experience, the ideal candidate will have the following characteristics:

    - Be self-motivated, a good communicator, be well organized, and employ effective computer skills including spreadsheets and/or database management;

    - Possess knowledge of water supply technology and regulations, equipment, facilities, materials, methods and procedures used in public water supply and distribution systems, including pipe installation, connection and repair;

    - Have experience with project management, budgeting, data management, and problem-solving; and

    - Possess the ability to communicate effectively, verbally and in writing, and have the ability to establish and maintain effective working relationships with municipal staff, citizens, and consultants.

3. Provide a list of three references, with phone numbers and contact names.

4. Include a listing of hourly rates and chargeable expense fees such as travel. The Town and MPM may renegotiate rates annually during the project to reflect changes in the cost of living, but otherwise, the consultant will be expected to hold rates through the duration of the project.

V. ADDITIONAL INFORMATION

1. Selection Process: Written qualification submissions will be reviewed by the Town Administrator, Water Implementation Task Force, Project Engineer, and Selectboard. The Selectboard will be responsible for final consultant selection. One or more interviews may be scheduled as deemed necessary. Criteria to be used in making a selection will include consideration of the consultant's understanding of the project, qualifications, references, prior work experience of a similar nature, understanding of applicable regulations and funding program requirements, as well as fees for service. Lowest hourly rate will not be the sole criterion for selection.

2. Consultants shall be responsible for making themselves aware of the background and goals for this project. There will be no allowances made in the contract for failure to be so informed. Copies of the Project Plans in PDF format will be made available to interested consultants upon request. Additional documents related to the project, including the funding commitment information from USDA Rural Development, EPA State and Tribal Assistance Grant concerning the municipal water project, and the Irasville Master Planning Project, may be obtained by contacting the Town Administrator. Many documents are available on-line at www.waitsfieldvt.us/water.

3. The Selectboard reserves the right to reject any or all submissions of qualification, and to accept any consultant proposal deemed to be in the best interests of the Town of Waitsfield. The Town will retain the right to terminate any consultant contract entered into without cause, upon 30 day written notice.

REQUIRED PROVISIONS

1. Indemnification

The Municipal Project Manager agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents, and employees from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the MPM, its agents or employees, committed, in the performance of professional services to be provided by the MPM under this Agreement.

The Municipality is responsible for its own actions. The MPM is not obligated to indemnify the Municipality or its officers, agents, or employees for any liability of the Municipality, its officers, agents, and employees attributable to its, or their own, negligent acts, errors, or omissions.

In the event the Municipality, its officers, agents, or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents, and employees shall immediately thereafter notify the MPM in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. Insurance

Prior to beginning any work, the Municipal Project Manager shall have the required insurance coverages in place:

a. Workers Compensation. With respect to all operations performed, the MPM shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

b. Automobile Liability. The MPM shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned, and hired, used in connection with the Agreement. Each policy shall provide coverage with a limit not less than: $1,000,000 – Combined Single Limit.

c. General Liability and Property Damage. With respect to all operations performed under the contract, the MPM shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$50,000 Fire/ Legal/Liability

Contractor shall name the Town of Waitsfield and its officers and employees as additionally insured for liability arising out of this contract.

It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Municipality. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the State, must be received prior to the effective date of the Agreement. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy shall (except the professional liability and workers' compensation policies) name the Town of Waitsfield as an insured for the possible liabilities resulting from the contractor's actions, errors, and/or omissions.

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the State.

3. Compliance with Laws

a. General Compliance with Laws. The MPM shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

If the MPM discovers any provision(s) in the Agreement contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the MPM shall immediately report it to the Project Manager in writing. In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

b. Environmental Regulations. Any contract in excess of one hundred thousand dollars ($100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

   In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

c. Civil Rights and Employment Opportunity. During performance of the Agreement, the MPM will not discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, gender, creed, sexual orientation, national origin, physical or mental condition, disability, place of birth, or veteran status.

   The MPM shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375 and supplemented by the Department of Labor regulations (41 CFR Part 60). The MPM shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR Part 21 through Appendix C, and regulations under 23 CFR Part 710.405(b). Accordingly, all subcontracts shall include reference to the above.

   The MPM shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

d. Debarment Certification. By signing this Agreement, the MPM certifies to the best of its knowledge and belief that neither it nor its principals:

   1. Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;

   2. Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state agency;

   3. Do not have a proposed debarment pending; and

   4. Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial or termination of the Agreement, but will be considered in determining the MPM's responsibility. The Agreement shall indicate any exception, identify to whom or to what entity it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

e. Lobbying. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:

1. No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.

2. If any funds, other than state/federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. That it shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352 U.S.C., which provides, in part, that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an employee of Congress, or employee of a member of Congress, in the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

f. Child Support Payments. The MPM certifies, as of the date of signing the Agreement, that they are (a) not under obligation to pay child support; or (b) is under such obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the appropriate State agency and is in full compliance with that plan. If the MPM is a sole proprietorship, the MPM's statement applies only to the proprietor. If the MPM is a

partnership, the MPM's statement applies to all general partners with a permanent residence in Vermont. If the MPM is a corporation, this provision does not apply.

g. Tax Requirements. The MPM certifies, as required by law under 32 V.S.A. Section 3113, that under the pains and penalties of perjury, they are in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

h. Energy Conservation. The MPM shall recognize mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.

4. Contractual Agreements

a. Registration. The MPM agrees to become registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont. This registration must be complete prior to contract execution.

b. Copeland "Anti-Kickback" Act. To the extent applicable (contracts and subgrants for construction or repair), the MPM shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

c. Davis-Bacon Act. To the extent applicable (construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation), the MPM shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5).

d. Work Hours and Safety Standards Act. To the extent applicable (construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers), the MPM shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

e. Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the MPM. The MPM, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

f. Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The MPM agrees to allow access to all data, EDM, valuable papers and documents at all times. The MPM shall not

copyright any material originating under the Agreement without prior written approval of the Municipality.

5. Personnel Requirements and Conditions

The MPM shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the MPM shall not employ:

(a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.

(b) Any person so involved within one (1) year of termination of employment with the Municipality.

The MPM warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the MPM, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the MPM to be paid, other than a bonafide employee working solely for the MPM, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by the MPM, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

6. Transfers, Subletting, Etc.

The MPM shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subconsultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the MPM of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the MPM and approved by the Municipality. The MPM shall ensure that adequate insurance coverage exists for any operations to be performed by any subconsultant.

The services of the MPM, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the appropriate state or federal agencies. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

7. Beginning and Completion of Work

The MPM agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

8. Continuing Obligations

The MPM agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the MPM nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

9. Ownership of the Work

The MPM agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the MPM, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The MPM shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the MPM pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the MPM and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the MPM at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that the MPM may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

10. Records Available for Audit

The MPM will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any duly authorized representatives of the state or federal government or the Municipality. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The state or federal government, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

Access by the grantee, the subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Records Retention

The MPM agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The MPM further agrees that the Municipality, the State of Vermont, or authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

12. Appearances.

a. Hearings and Conferences. The MPM shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at meetings, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

   The Consultant shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The MPM further agrees to participate in meetings with the Municipality, the State of Vermont, USDA Rural Development, US EPA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

b. Appearance as Witness. If and when required by the Municipality, the MPM, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The MPM shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

13. Changes and Amendments

No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Consultant.

14. Appendices

The Municipality may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the MPM in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the MPM to ensure that they have the latest versions applicable to the Agreement.

15. Extension of Time

The MPM agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the MPM for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the MPM and without the fault or negligence of the Consultant.

16. Settlements of Misunderstandings

In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Selectboard shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the MPM. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

17. Failure to Comply with Time Schedule

It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

18. Municipality's Option to Terminate

The Agreement may be terminated in accordance with the following provisions:

a. Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Consultant.

b. Termination for Cause. The Municipality reserves the right, upon written notice to the MPM, to terminate the Agreement, as of a date to be specified by the Municipality, if the MPM fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The MPM shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.

c. Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a MPM, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the MPM will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to the MPM prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, if applicable, the MPM will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The MPM shall make no claim for additional compensation against the Municipality by reason of such termination.

19. Operational Standards

a. Responsibility for Supervision. The MPM shall assume primary responsibility for general supervision of MPM employees and his/her or their subconsultants for all work performed

under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

b. Independence. The MPM shall act in an independent capacity and not as officers or employees of the Municipality.

c. Work Schedule and Progress Report. Prior to initiating any work, the MPM shall prepare, and submit to the Municipality, a general work schedule showing how the consultant will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the consultant.

During the life of the Contract the MPM will make monthly progress reports indicating the work achieved through the date of the report. The MPM shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the MPM to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

d. Utilities. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the Municipality, in writing, of any such contacts and the results thereof.

e. Public Relations. Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the MPM will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the MPM shall conduct themselves with propriety. The MPM agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 §35 and §503, in order to accomplish the work under the Agreement. The MPM agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the MPM, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the MPM is acting as an agent of the Municipality.

f. Inspection of Work. The Municipality shall, at all times, have access to the MPM's work for the purposes of inspection, accounting, and auditing, and the MPM shall provide whatever access is considered necessary to accomplish such inspections. At any time, the MPM shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the MPM pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont, or federal agency.

g. Written Deliverables. Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

20. Payment for Services Rendered

a. The Municipality shall pay, or cause to be paid to the MPM or the MPM's legal representative, payments that may be monthly or as otherwise accepted by the Municipality, as determined by the percentage or hours of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

1. All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

2. When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the Municipality and must be accompanied with documentation to substantiate their charges.

3. Invoices shall be submitted to the Municipality.

4. No approval given or payment made under an Agreement shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

5. The Municipality agrees to pay the MPM and the MPM agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.

   (a) Indirect Cost Rates. For actual cost contracts, the Consultant is responsible for furnishing the Municipality with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Consultants overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.

(b) Contract Types. Contracts shall conform with 48 CFR Part 16 - TYPES OF CONTRACTS.

b. Payment for Additions or Deletions. The Municipality may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

c. Payment for Extra Work, Additional Services, or Changes. The Municipality may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the MPM or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the MPM, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

(a) Fixed Price. By a price that is not subject to any adjustment on the basis of the MPM's expenses experienced in performing the work. The MPM is fully responsible for all costs and resulting profit or loss.

(b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.

(c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the Municipality, and no claim shall be valid unless so ordered.

d. Maintenance of Records. The MPM agrees to maintain complete and accurate records, in a form satisfactory to the Municipality for all time devoted directly to same by MPM employees, if applicable. The Municipality reserves the right to audit the records of the MPM related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the MPM until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the Municipality. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

TOWN OF WAITSFIELD

REQUEST FOR QUALIFICATIONS
MUNICIPAL PROJECT MANAGER
WAITSFIELD WATER SUPPLY PROJECT

The Town of Waitsfield is seeking a qualified consultant to provide municipal project management (MPM) services to the Town for the development of a new municipal water supply and fire protection project. The project involves construction of a tank and distribution system from a well on Reed Road to serve Waitsfield Village, Irasville, and neighborhoods along the transmission route. The MPM's duties include general project management, public relations, assistance with the development of a water ordinance and rate schedule, contract administration, assistance in the hiring of a water operator, and more. This position is funded through the U.S. EPA and U.S.D.A. Rural Development and all applicable state and federal procedures must be followed. More information and a copy of the detailed scope of work may be obtained at the Town Office, on-line at www.waitsfieldvt.us, by calling (802) 496-2218, or by e-mailing a request to townadmin@madriver.com. Responses will be accepted until **12:00 noon, Thursday, June 17, 2010** at the Waitsfield Town Office, 9 Bridge Street, Waitsfield, Vermont 05673, Attn. Valerie Capels. The envelope must include "Water Project MPM." E.O.E.

Whitney Tree Service
PO Box 705 Waitsfield, VT 05673

Proposal #9186
Created: 07/10/2026
From: Adam

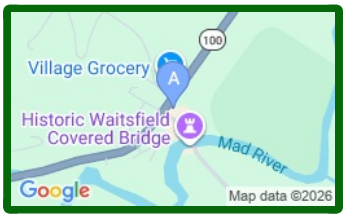
Proposal For

York Haverkamp
4144 Main St.
Attn: York Haverkamp
Waitsfield, VT 05673

main: (802) 496-2780
York.haverkamp@waitsfieldvt.gov

Location

4391 Main St
Waitsfield, VT 05673



Joslin Memorial Library

Terms

Due on receipt

ACCEPT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
✓	1) Com-General tree work *Included* Remove three dying sugar maple trees along Route 100. Remove boxelder tree at LF corner of building.	1	$ 4,800.00	$ 4,800.00
☐	2) Res-Stump Grinding *Optional* Grind and clean up three stumps	1	$ 1,200.00	$ 1,200.00
✓	3) Traffic Control *Included* Northern Vermont Traffic Control. The town can provide their own traffic control if they would like.	1	$ 600.00	$ 600.00

Please use the checkbox to mark items as accepted.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

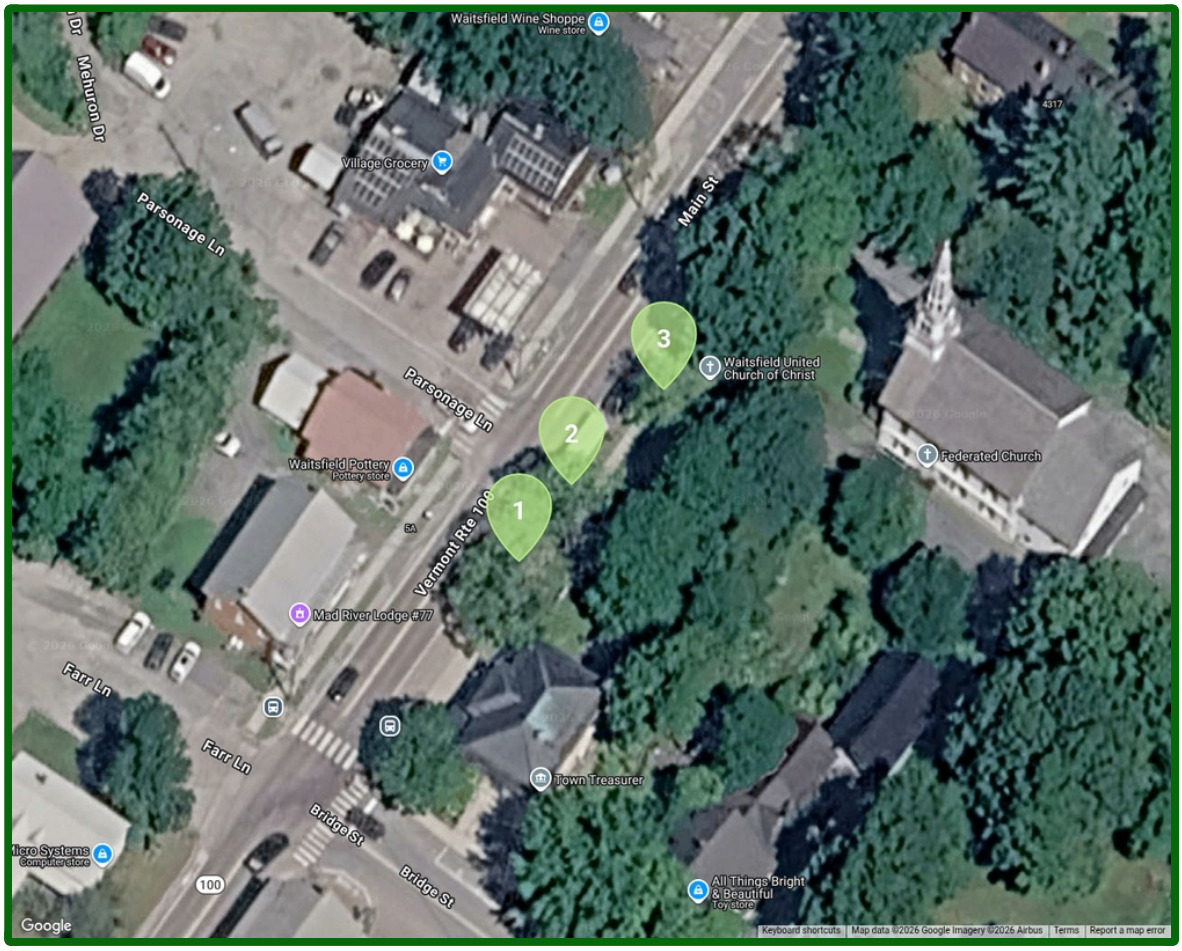
Photos

1) Com-General tree work

1) Com-General tree work

1) Com-General tree work

1) Com-General tree work



ID	DESCRIPTION	COLOR
1		
2		
3		

Terms and Conditions

Below are our terms and conditions, which apply to each job, unless otherwise noted.

Please don't hesitate to notify of any questions or concerns.
It is agreed by and between Whitney Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of each contract:

Completion of Contract: Whitney Tree Service agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the authorizing party be relieved of completion for delays.

Safety: Whitney Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

ANSI A300: ANSI A300 are voluntary industry consensus standards based on current research and sound practice for writing specifications to manage trees, shrubs, and other woody plants. Our work is done in accordance with ANSI A300 Tree Care Standards, unless otherwise noted.

Media Release: Whitney Tree Service occasionally takes pictures and records video and/or sound during particular jobs to be used for training and promotional purposes. The authorizing party grants Whitney Tree Service the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes. In addition, the authorizing party waives the right to receive any payment from Whitney Tree Service for use of this media.

Permits: Unless we have been contracted to do so, or it was agreed upon as part of the scope of a project, we will not be responsible for obtaining permits. You will need to do this. This is something we are able to do for you, but it will require additional fees for the permits.

1. Contract Documents: The Contract includes these Terms and Conditions, together with the Quote, any Change Order(s), and the Invoices (collectively as the "Contract").

2. Customer: Unless otherwise agreed to, the Customer is the person to whom the proposal is addressed, along with his/her employer or principal. Customer warrants that he/she is fully authorized to contract and bind his employer/principal to this Contract.

3. Change Orders. Upon request of the Customer, or as determined by Whitney Tree Service as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the scope of work in the Proposal (or any other Change Order) by written Change Order, and the Customer shall be responsible for payment of all such additional work as provided in the Change Order or as provided herein.

4. Insurance: Whitney Tree Service is fully insured with general liability and all employees are covered by worker's compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.

5. Minimum Visit Charge: Whitney Tree Service charges a minimum of $450 to do tree work. While lower amounts may appear itemized in the proposal, they cannot be selected individually.

6. Tree Ownership: Customer warrants that all trees/stumps listed or referred to in the Proposal, in any communication by customer, and any Change Order are either:

1. Located on the customer's property and/or
2. Customer has received full written permission from the owner to enter into this contract.

Should any tree/stump be mistakenly identified as to ownership, the customer agrees to indemnify Whitney Tree Service for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein. If written permission is required, Whitney Tree Service will need the contact number for the tree owner.

7. Work Zone: The Work Zone shall include all areas used and to be used by Whitney Tree Service in the performance of the work, including all areas needed for mobilization, access, hauling, boom swing, ingress and egress. Customer warrants that the Work Zone is either: (1) located on the Customer's property; and/or (2) located on another's property and the Customer has received full permission from the other property owner to enter into this Contract and to conduct work on that property.

8. Stump and Root Grinding/Removal: Stumps will be ground to a depth of between 6-8″ unless another specification is provided in the Proposal or Change Order. Unless otherwise agreed to in the Proposal or a Change Order, the following are not part of the Contract unless an amount or a rate is specifically listed:

a. Stump removal
b. Removal of stump grindings
c. Surface and subsurface roots.

9. Post Work Zone Condition: Upon completion of the work, Whitney Tree Service shall remove all brush and debris from the work zone, and rake to clean the work site. Excess sawdust that cannot be raked will not be removed. Unless other agreements have been made.

10. Locates: Dig Safe will be called for your stump grind, if there are lines buried such as electrical done by the homeowner, water features, invisible pet fences, or other lines not related to the companies contacted by Whitney Tree Service Call Before You Dig, please inform us. We are not responsible for buried lines we cannot see.

11. Customer's Work Zone Responsibilities:

a. Map: Customer shall provide an adequately and accurately detailed map and on-site location of all man-made elements within the Work Zone, including but not limited to: septic tanks and leach fields, sprinklers and sprinkler heads, drain lines, invisible fences, underground

cables/wires, and any known hazards (including insects, pests, and pets). If map is available, Whitney Tree Service will make every effort to avoid contact with our machines or we can adjust the work to eliminate items that may come too close to the concealed utility or other item.

b. Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customers further agree to keep the Work Zone free and clear from all employees, family members, children, and pets. Whitney Tree Service is not responsible for pets getting out of any enclosure.

c. Work Zone Clearing: Customers shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the Work Zone prior to commencement of the work. If you cannot move some of these items in advance, require our help, or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

12. Delays/Costs Due to Customer Failure, Unforeseen Conditions, or Conditions Outside Whitney Tree Service's Control: Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete their responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Whitney Tree Service's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Whitney Tree Service's customary rates or as required by any subcontractor of Whitney Tree Service. These conditions may include, but are not limited to: insects, animals, harmful plants/fungi/organisms, Work Zone access issues, additional work needed to access the Work Zone or within the Work Zone due to changes, foreign material in trees and stumps, and changed conditions within the Work Zone (chicken coops, livestock farms or landscape changes) after the date of the Proposal or Change Orders. **Example:** A fee of $40 may be charged to replace a saw chain from hitting metal in a tree.

13. Lawn & Surfaces Damage/Repair: Whitney Tree Service will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Whitney Tree Service must utilize vehicles and equipment to perform tree care services. Whitney Tree Service shall not be liable for damages to landscaping, sod or plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flower beds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)

14. Working with Nature: Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

15. Treatments, Fertilization and Plant Health Care: Whitney Tree Service provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.

16. Payment: Payment is due immediately upon completion of the work. In the event there are no extra charges or Change Orders, Customers shall pay the Contract price listed in the Proposal within seven (7) days of completion of the work or within (7) days of the invoice, whichever is first. If additional work is needed (by Change Order or as provided herein), Customers shall pay for such work within seven (7) days of receipt of the invoice. Failure to

remit full payment when due shall result in a $50 late fee, plus interest at the rate of 1.8% per month. Whitney Tree Service is entitled to its costs and reasonable attorney fees and appellate attorney fees for collection. Any partial payments will be first credited to penalties, interest, costs and attorney fees before credit to principal.

17. Customer Cancellation: Whitney Tree Service requests that the authorizing party provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of $250.00 for incurred expenses. Cancellation fees may apply to any notice less than 24 hour notice.

18. Insurance/Indemnity: Whitney Tree Service possesses insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Whitney Tree Service and/or its employees. Further, all of the employees of Whitney Tree Service are covered by Worker's Compensation Insurance. Once the work subject to this contract has been completed by Whitney Tree Service, customer/owner agrees to indemnify and hold harmless Whitney Tree Service, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Whitney Tree Service be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Whitney Tree Service. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Whitney Tree Service applicable policy liability.

19. Animal Waste: Your yard must be free of all animal waste when the crew arrives as they will be running ropes and rigging gear on the ground and when those items are contaminated it can cause delays, safety issues, and in extreme cases even cancellations of work. When necessary Whitney Tree will refuse the cleanup portion of the project, and amend the price if appropriate. A cleaning surcharge of $150 will be applied as needed.

20. Rakings: Sawdust, twigs, leaves, needles, small chunks of wood will be raked up and hidden onsite as deemed appropriate.

21. Estimate Valid for 30 days: Estimate is for all work to be done at the same time.
Any last minute changes to the work order may be subject to a $150.00 fee.

Thank you!

589 Avenue D, Suite 10
PO Box 787
Williston, VT 05495

www.kas-consulting.com

802 383.0486 p
802 383.0490 f

July 2, 2026

Town of Waitsfield
Attn: York Haverkamp
4144 Main Street
Waitsfield, Vermont 05673

RE: Work Scope Proposal, Phase II Environmental Site Assessment, Waitsfield Town Garage, 761 Tremblay Road, Waitsfield, Vermont

Dear Mr. York Haverkamp:

Per your request, KAS, Inc. (KAS) has prepared the following work scope proposal to conduct a Phase II Environmental Site Assessment (ESA) at the Waitsfield Town Garage property located at 761 Tremblay Road, Waitsfield, Vermont (the "Site" or "property"). This work scope has been developed based on KAS' knowledge of the Site and the findings of the Phase I ESA completed by KAS in June 2026. KAS understands that the Town of Waitsfield intends to redevelop the Site, including construction of a new town garage structure, with site work anticipated to commence within calendar year 2027. Due to our recent completion of the Phase I ESA, we understand the Site's environmental concerns and will efficiently implement this work scope in conjunction with the project team.

The Phase I ESA identified three (3) Recognized Environmental Conditions (RECs), two (2) Significant Data Gaps, and one (1) Business Environmental Risk (BER) in connection with the Site, summarized as follows:

- **REC 1** – The historical use of the Site as a municipal landfill from as early as 1958 until approximately 1970, with no record of prior subsurface investigation, water quality monitoring, or gas collection systems. A Vapor Encroachment Condition (VEC) in connection with the historical landfill cannot be ruled out;
- **REC 2** – The long-term (at least 43 years) utilization of the garage structure for auto-related repair services for heavy machinery, with oil staining observed on concrete throughout the interior of the garage;
- **REC 3** – A floor drain observed in the garage with a visible oily sheen and an unknown drainage terminus;
- **SIG 1** – A historical fire that destroyed approximately half of the garage structures between the late 1980s and early 1990s, with the potential for buried building waste and a potential release of per- and polyfluoroalkyl substances (PFAS) associated with fire-fighting foam. PFAS are regulated contaminants in the State of Vermont;
- **SIG 2** – A former septic system of unknown location, removal status, and contents, which may have received hazardous substances disposed of via drain over the Site's long-term auto-repair history; and,

- **BER** – The potential presence of asbestos-containing materials (ACMs) within the garage structure, which was constructed in 1983.

KAS will perform the following work as part of the Phase II ESA:

Project Planning and Work Plan Preparation

KAS will coordinate with the Town and the project team to confirm redevelopment plans, including whether any portion of the existing garage structure will be retained, as this decision affects sub-slab sampling locations and the extent of the hazardous building materials survey. KAS will prepare a Phase II ESA work plan documenting the investigation rationale, proposed sampling locations, analytical program, and field methodologies. The investigation will be designed and conducted to be consistent with the site investigation provisions of the Vermont Department of Environmental Conservation (VT DEC) Investigation and Remediation of Contaminated Properties Rule (I-Rule) dated February 23, 2024. Following submittal of the work plan, KAS will respond to comments and make revisions as deemed necessary to obtain final approvals.

Health and Safety Plan (HASP) Preparation, Dig-safe approval, and Project Notifications

A site-specific HASP will be prepared and implemented to govern the safety aspects of the job in accordance with Vermont Occupational Safety and Health Administration (VOSHA) requirements. Prior to intrusive subsurface work, KAS will contact Dig-Safe at least seventy-two (72) hours in advance of subsurface work so that member utility mark-outs can be made, and will coordinate with the Town of Waitsfield road crew to identify Site utilities and subsurface features that may not be marked by Dig-Safe.

Ground Penetrating Radar (GPR) Survey, Floor Drain Tracing, and Subsurface Structure Location

KAS will retain the services of a private utility locating company (Button Underground Locating, LLC) to conduct a subsurface clearance and structure location survey at the Site prior to drilling. The survey will be utilized to accomplish the following objectives:

- Trace the interior floor drain (**REC 3**) from its origin within the garage, utilizing video-scoping and/or line-tracing methods, to determine its routing and discharge terminus;
- Locate the former septic system components (**SIG 2**), including any former tank and leach field, as well as the recently installed 1,000-gallon septic system, in the area east of the garage structure;
- Investigate the reported dry well on the north side of the garage building; and,
- Clear all proposed boring locations of utilities and subsurface obstructions utilizing ground penetrating radar (GPR) and electromagnetic methods.

If the survey indicates that a subsurface structure of concern (e.g., a former septic

tank, or unregistered tank) is present at the Site and warrants removal or further assessment beyond the scope outlined herein, KAS will prepare a separate work plan and cost estimate to complete this work.

Floor Drain Content Sampling

KAS will collect one (1) sample of the liquid and/or sediment present within the interior floor drain (**REC 3**) to characterize the material currently entering the drain system. The sample will be submitted for laboratory analysis of volatile organic compounds (VOCs) via EPA Method 8260 and RCRA 8 metals via EPA Method 6020.

Soil Sampling

KAS will advance twelve (12) soil borings at the Site using a track-mounted Geoprobe 6011DT drill rig owned and operated by KAS to investigate the RECs and Significant Data Gaps outlined in the Phase I ESA report. The proposed boring layout is as follows:

- Four (4) interior borings advanced through the garage slab: one (1) boring within each of the two (2) most heavily oil-stained equipment bays; one (1) boring within the welding area; and one (1) boring adjacent to the floor drain located in the second bay from the south (**RECs 2 and 3**);
- Two (2) exterior borings in the area of the suspected floor drain terminus and former/current septic system east of the garage structure, with final locations selected based on the results of the drain tracing and structure location survey (**REC 3 and SIG 2**);
- One (1) exterior boring at the reported dry well location on the north side of the garage building, contingent upon locating the structure (**SIG 2**);
- Two (2) exterior borings along the perimeter of the portion of the garage structure destroyed by the historical fire, to evaluate potential buried building debris and a potential release of PFAS associated with fire-fighting foam (**SIG 1**); and,
- Three (3) exterior borings distributed across the historical landfill footprint (**REC 1**), including within the proposed new building footprint and within the topographically low, downgradient northwestern portion of the Site near the material stockpile areas.

The soils will be logged by the drilling supervisor, who will also use a photoionization detector (PID) to screen the soils for the presence of VOCs during drilling. Particular attention will be paid to the presence, nature, and vertical extent of any landfill waste material or non-native fill encountered, noting that historical topographic maps also identify the Site as a former gravel pit. The soil borings will be advanced to refusal, to native undisturbed soils beneath any waste/fill materials, or to the groundwater table where encountered within the practical limits of the drill rig. One (1) sample will be collected from each boring location from the depth of maximum perceived contamination as noted with PID readings, staining, or olfactory evidence; if no contamination is noted, the sample will be obtained from the base of fill/waste material or the soil/groundwater interface, as applicable.

All soil samples will be submitted for laboratory analysis of VOCs via EPA Method 8260. Two (2) interior and two (2) exterior borings will be analyzed for RCRA 8 metals via EPA Method 6020. Three (3) of the exterior borings will also be analyzed for polycyclic aromatic hydrocarbons (PAHs) via EPA Method 8270. Soil samples collected from the two (2) borings at the burned portion of the structure, and the borings in the floor drain terminus/septic area will be analyzed for PFAS via EPA Method 1633.

Groundwater Sampling

Groundwater beneath the Site was approximated in the Phase I ESA at 30 feet below grade, likely flowing in a west-northwesterly direction. The Site occupies a topographically raised landform, and a perched groundwater column may be present. According to an Explorations and Geotechnical Engineering Services report conducted at the Site by S.W. Cole Engineering, dated June 10, 2026, saturated soils were encountered at depths varying from 5- to 10-feet below grade, with groundwater likely becoming perched on the relatively impervious silt clay encountered in the test borings from as shallow as 8-feet below grade. Select soil borings will therefore be advanced to evaluate for the presence of shallow and/or perched groundwater. If groundwater is encountered within the practical limits of the drill rig, up to four (4) groundwater monitoring wells will be installed at the following approximate locations:

- One (1) well in the southeastern/upgradient portion of the Site;
- Two (2) wells within the historical landfill footprint, including near the proposed new building location; and,
- One (1) well in the topographically low, downgradient northwestern portion of the Site.

The monitoring wells will be developed and surveyed after installation. However, groundwater samples will not be collected at that time. KAS will return to the Site to conduct groundwater sampling a minimum of one (1) week following well installation. Prior to groundwater sample collection, the depth to groundwater will be measured in each monitoring well from the top-of-casing reference point. The monitoring wells will be sampled utilizing low-flow sampling methods. Groundwater samples will be analyzed for VOCs via EPA Method 8260, and RCRA 8 metals via EPA Method 6020; and one (1) of the samples closest to the burned portion of the garage will be analyzed for PFAS via EPA Method 1633. If groundwater is not encountered within the practical limits of the drill rig, KAS will document the conditions encountered and will prepare a separate work plan and cost estimate for a deeper groundwater investigation utilizing an appropriately sized drill rig, should such an investigation be warranted based on the soil assessment results and the Town's redevelopment plans.

Soil Gas and Sub-Slab Vapor Assessment

Given the historical landfill use of the Site, the associated vapor encroachment condition (VEC) that cannot be ruled out, and the long-term auto-repair operations within the garage, KAS will conduct a soil gas and sub-slab vapor assessment. KAS will install one (1) exterior soil vapor point within and around the proposed new

building footprint, with installation depths selected relative to the planned depth of the future building slab and the depth to saturated soils at each location. In addition, one (1) sub-slab vapor point will be installed beneath the existing garage slab, contingent upon the Town's determination that a portion of the existing structure will be retained; if the entire structure is to be demolished, these points will be relocated to the exterior at the direction of the project team.

Following installation, a discrete soil vapor sample will be collected from each vapor point at least twenty-four (24) hours after the points are installed. The points will first be purged with a calibrated low-flow air pump, and a sample will then be collected using a dedicated Summa vacuum canister and flow regulator. The soil vapor samples will be collected for laboratory analysis of VOCs in air via EPA Method TO-15 and methane/fixed gases. In addition, each vapor point will be field screened with a PID and a landfill gas meter (methane, carbon dioxide, and oxygen) to evaluate potential landfill gas generation. One (1) outdoor ambient air sample will be collected in an upwind location of the general sampling area. Helium will be used as a tracer gas to verify the quality and integrity of each soil vapor probe's seal to the ambient air, and a helium detector will be used on-site to verify the integrity of the seal.

The samples will be transported under chain of custody procedures to Pace Laboratories in East Longmeadow, MA for analysis. The laboratory detection limits will meet current VT standards for vapor intrusion.

Hazardous Building Materials (Asbestos) Survey

Identified in the Phase I ESA as a BER, suspect building materials within the garage structure (constructed in 1983) must be presumed to be ACMs until confirmatory sampling is conducted. KAS will conduct a pre-demolition/pre-renovation asbestos survey of the garage structure, performed by a Vermont-licensed asbestos inspector, including the inventory and sampling of suspect ACMs in general accordance with applicable state and federal regulations. The extent of the survey and the associated sampling density will be finalized once the Town confirms whether a portion of the existing structure will be retained or whether the entire structure will be demolished. The survey can be expanded to include other hazardous building materials (e.g., lead-based paint and universal wastes) at the Town's request under a separate scope.

Quality Assurance / Quality Control and Laboratory Analysis

One (1) duplicate sample will be collected for all soil and groundwater parameters for every ten (10) samples collected, and a laboratory-prepared trip blank sample will be kept with the samples and analyzed for VOCs via EPA Method 8260. PFAS samples will be collected in accordance with PFAS-specific sampling protocols, and associated field quality control samples (e.g., equipment/field blanks) will be collected as appropriate. All samples will be transported under chain-of-custody procedures to a laboratory accredited for the applicable analyses in the State of Vermont.

Summary Report Preparation

KAS will prepare a Phase II ESA summary report for review by the Town of Waitsfield. The report will document the field methodologies and conditions encountered; present boring logs, well construction details, and figures depicting sampling locations; tabulate and compare analytical results to the applicable Vermont standards (including Vermont soil screening values, the Vermont Groundwater Enforcement Standards, and Vermont vapor intrusion screening values); evaluate each REC and Significant Data Gap identified in the Phase I ESA in light of the investigation results; and provide conclusions and recommendations, including any recommendations for additional investigation, regulatory notification obligations under the I-Rule in the event reportable contamination is identified, or considerations for the planned redevelopment.

Project Schedule

KAS is prepared to perform this work in a timely manner, and we are currently adequately staffed to dedicate the necessary time and resources to this project. KAS understands that redevelopment of the Waitsfield Town Garage is anticipated to occur sometime within the calendar year 2027. Upon authorization, KAS will coordinate scheduling with the Town. In general, the utility locating, drain tracing, and geophysical survey will be completed first; drilling, well installation, and vapor point installation will follow; groundwater sampling will occur a minimum of one (1) week after well installation; and the summary report will be issued following receipt and evaluation of all laboratory data. The asbestos survey can be scheduled independently of the subsurface work. A detailed schedule will be provided upon authorization and confirmation of the Town's redevelopment timeline.

Project Organization and Staffing

The project will be managed and overseen by Tiffany Tona, M.S., E.P. Ms. Tona will be responsible for project management, communications, document preparation, scheduling and implementation of field work, and report writing. Ms. Tona will be assisted by KAS' staff of environmental professionals and field technicians, primarily in the performance of field work.

Cost Proposal

Task	**Price**
Work plan / Coordination	$ 1,573
Premark / Ground Penetrating Radar Survey (1 day)	$ 1,865
Soil Borings / Soil Sampling / MW & Soil Gas Point Install (2 days)	$ 12,177
Floor drain, Groundwater & Soil Gas Sampling	$ 2,029
Laboratory Analysis	$ 10,193
Data Analysis & Reporting	$ 3,078
Total estimated pricing	$ 30,915

All pricing is presented subject to the following assumptions:

- Free and easy access to the Site, including the interior of the garage structure;
- Laboratory samples will be submitted on a standard turnaround time basis;
- Monitoring well installation and groundwater sampling are contingent upon groundwater being encountered within the practical limits of the drill rig, as described above;
- Costs do not include removal or assessment of any tank, dry well, septic system component, or other subsurface structure identified during the investigation, which would be scoped separately; and,
- Costs do not include a deeper groundwater investigation, additional site investigation, or remediation beyond the scope presented herein.

Project MBR.WBE Fair Share Information

All the work except the GPR survey and laboratory analysis will be performed by KAS which is a certified WBE (Vermont Agency of Transportation) and a registered WBE (Vermont Department of Environmental Conservation).

Thank you for this opportunity to provide this work scope and cost proposal. Please call me should you have any questions.

Sincerely,

Jeremy Roberts, P.G.
Principal / Environmental Program Manager

Enc/ cc: KAS #504260806

Waitsfield Town Garage

ARCHITECTURAL AND ENGINEERING SERVICES FEE PROPOSAL DRAFT 2
7/20/26

MH2 Architecture Studio, Design Lead
Engineering Ventures, Structural Engineer Consultant
Engineering Ventures, Civil Engineer Consultant
S.W. Cole, Geotechnical Consultant
TBD, Mechanical, Electrical, Plumbing (MEP) Consultant
TBD, Fire Protection Consultant

Proposed Fee includes Architectural and Engineering Services at **8% (eight percent)** of the **Total Estimated Construction Cost** provided by Bread Loaf Construction on April 28, 2026. Establishing combined Architectural and Engineering fees as a percentage of the estimated construction cost is a standard American Institute of Architects (AIA) approach. Each scope is broken down as a percentage of the overall fee based on industry standards and proposed as a fixed fee unless otherwise noted.

*NOTE: *Combined Architectural and Engineering/Consultant Design Service fee percentages typically range from 8-15% of Estimated Construction Cost.*

	Total Estimated Construction Cost*		$4,251,000

*NOTE: *The Estimated Construction Cost above includes the Garage and Salt Shed as priced in Bread Loaf's April 28, 2026 Project Budget.*

	Combined Architectural / Engineering Fee (8%)	%	$340,080
1.1	**Pre-Design / Schematic Design** Includes updating previous conceptual plans to integrate additional sustainable considerations (in collaboration with a Construction partner and Design Team Consultants) to ensure a durable, long-lasting asset to the Town of Waitsfield.	10%	$34,008
1.2	**Design Development** The design is expanded and refined through integration of Structural and Civil scope and preliminary Mechanical, Electrical, Plumbing and Fire Protection (if required) systems. Outline Specifications will capture initial interior and exterior finish selections, lighting fixtures and equipment requirements.	20%	$68,016
1.3	**Permitting Coordination*** Conversations with Code Enforcement officials, Authorities Having Jurisdiction (AHJ) and other stakeholders will begin immediately to maximize coordination time. Permit Application requirements will be confirmed in an effort to submit a complete initial application, thus minimizing number of subsequent revision cycles and expediting the permit process in an effort to meet Owner's desired construction timeline. *NOTE: *Design Team will assist Owner in permit application materials and lead discussions with AHJ, etc. Owner is responsible for submitting permit applications and paying associated permit fees. Design Team time for permit revision cycles will be billed at an hourly rate.*	10%	$34,008
1.4	**Construction Documents** Construction Documents will begin in tandem with Permitting scope. Typically, 30% CD's are submitted with Permit Applications. CD's will continue being developed and finalized simultaneous to Permit Review.	35%	$119,028
1.5	**Bidding and Negotiation*** MH2 will help the Owner engage with a qualified Contractor and review bids. *NOTE: *If Owner elects to engage with a Construction Partner earlier in the Design Process for collaboration and construction cost estimates, this phase would occur at that time rather than upon completion of Construction Documents.*	5%	$17,004

1.6	**Construction Administration** MH2 and Consultants will provide third-party observation and design advocacy throughout the construction process and attend/lead in-person site visits to observe that work aligns with the design intent of the Construction Documents. MH2 (and Consultants as relevant) will review submittals, provide additional design information and clarification when requested by the Contractor, and attend regular Owner / Architect / Contractor (OAC) meetings to review progress, schedule and invoicing.	20%	$68,016
	Line Item Cost		$4,240
SS	Site Survey. Fixed fee cost provided by Latitudes Land Surveying for an updated site survey including topographic contours, existing structures, paving, and above ground/visible utilities in an AutoCAD format. Infrastructure components such as catch basins and sewer manholes will include horizontal and vertical rim locations; pipe sizes and invert measurements would be an additional cost.		$4,240
	Additional Services		$4,000
AS1	Additional Service 1: Fixed fee for Bond Vote Assistance. Includes design of double-sided postcard size mailer, project visualizations including (3) exterior renderings, (2) interior renderings and a fly-through video of the project; attending (2) Public Presentations, including assistance in creating a PowerPoint presentation to be shared at the Public		$4,000
AS2	Additional Service 2: Solar Panel Design Services, including Consultant and engineering fees for design of renewable energy production systems, can be provided as a fixed fee once Owner determines if rooftop Solar Panels should be integrated into the Project.		TBD
AS3	Additional Service 3: ACT 250 Permit Coordination. Required ACT 250 permit applications and submittals will be better determined after initial project review with ACT 250 District Coordinator. At this point, a fixed fee or hourly rate agreement will be made between the Owner and Design Team to ensure a smooth and efficient ACT 250 permitting process.		TBD
	Estimated Total Design Costs		$348,320

*NOTE: *Upon Owner's review and acceptance of Fee Proposal, MH2 will issue an Owner / Architect Agreement to be signed by all parties, after which a 20% retainer payment will be required from Owner to commence services.*

*NOTE: *Environmental Assessments are not included above and are the sole responsibility of the Owner.*

CONSTRUCTION MANAGEMENT PROPOSAL

Prepared for:

Town of Waitsfield, VT
The Charlie Goodman III Town Garage

761 Tremblay Road, Waitsfield, Vermont

Proposal issued:

July 20, 2026

CONNOR
CONTRACTING, INC.

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

Re: Town of Waitsfield, The Chalie Goodman III Town Garage

Dear York,

Thank you for the opportunity to provide a Construction Management (CM) Services proposal for the Charlie Goodman III Town Garage Project.

Our team of construction professionals is dedicated to collaborating with our customers and their design professionals. We will assemble a team of qualified subcontractors, provide constructability input, offer value engineering opportunities, and ensure the project is completed successfully with safety, quality, and the Owner's budget at the forefront of every decision.

Our 36-year-old, locally owned and operated construction management/general contracting company has a vested interest in our community. We are committed to the delivery of CM services on an open book basis for the benefit of the Town of Waitsfield, Vermont, and its taxpayers.

We have recently completed the East Montpelier DPW Project (2026), Milton Public Works Facility (2024), Georgia Highway Garage (2022), and St. Albans Town DPW Garage (2020). We are currently constructing the new 19,000 square foot Swanton Village Electric Department and we are familiar with the requirements that these municipal projects demand. The Town of Waitsfield will greatly benefit from our experience and expertise.

The attached Construction Management Services proposal outlines our qualifications, scope of services, project team, and responsibilities during the pre-construction and construction phases.

We look forward to meeting with you to further discuss our capabilities.

Please feel free to contact me if you have any questions regarding this proposal.

Thank you in advance for your consideration.

Sincerely,

John P. Connor
Vice President

II. QUALIFICATIONS

A. Company Introduction

Connor Contracting, Inc.
1100 US Route 2, Berlin, VT 05602
802-223-3843

Primary Contact: John P. Connor, Vice President
john@connorcontractinginc.com

Connor Contracting, Inc. (CCI) has been registered to do business in Vermont since 1990. Our company's strength and proven performance and focus on quality control, safety oversight, and overall customer service is due to the dedication of our entire team.

Our company currently employs 30 full-time employees, many of which have been employed with our company for more than 10 years. Our annual sales volume ranges from $15-17 million and includes numerous negotiated projects for repeat customers, which is a testament to our dedicated staff and their commitment to customer service.

Our transparent, open-book approach during the design/planning phase has been well received by our customers and allows us to successfully complete multimillion-dollar projects on time and within budget.

1. See attached resumes for the Project Team and Key Personnel.

2. See attached Fee Structure information as requested in the RFP.

3. Preconstruction Approach for this project.

4. See attached Liberty Mutual Insurance Company, Letter of Support for Payment & Performance Bond

5. Cost and Schedule History on Comparable Work

6. Relationship Disclosures – CCI does not have a relationship with MH2 Architecture, its Principals, or the Town of Waitsfield.

7. See attached customer and trade references.

8. Connor Contracting Inc. has successfully completed hundreds of projects during our 36 years in business. We have completed four DPW garages in recent years, all of which were constructed in a timely manner and within budget. We treat the Owner's checkbook as if it were our own and feel one of our biggest responsibilities is to assist in clarifying the scope of work within each bid package to minimize potential scope gaps.

9. CCI prides itself on our safety program. Our 2024 MOD rate is 0.86, well below the industry standard of 1.0. In addition to yearly company safety trainings, toolbox talks, and weekly jobsite safety inspections, CCI has a site-specific safety plan for each project. These customized plans identify and mitigate all anticipated hazards. These safety plans are reviewed with every worker assigned to the job site and everyone is required to sign their name stating that they understand and recognize the hazards,

rules, and safety expectations. This safety plan ties directly to all subcontracts so that it is clear to all parties what the safety expectation is. Our full-time employees are first aid/CPR/AED certified and trained in the use of all company tools and equipment.

B. Responses to RFP

1. Project Team and Key Personnel (see attached resumes)

a. Project Executive – John Connor
b. Estimator – Sean Connor and John Connor
c. Preconstruction Services Lead – Sean Connor and John Connor
d. Project Manager – Ben Toof
e. Superintendent – Nick Newhall

Team Member Responsibilities

f. John Connor, Vice President - John will oversee the project team and function as the main contact between CCI and the Owners. This includes assisting with design review, execution of bid packages, AIA contract and subcontract documents, budget preparation, and estimating the project. This role ensures direct Owner to Owner contact and results in effective communication and fast response times.

g. Sean Connor, Preconstruction Coordinator / Safety Officer - Sean Connor has a Civil Engineering degree from Clarkson University with concentrations in Structural Engineering and Construction Management. He has successfully completed several multimillion-dollar construction projects in a variety of industries including education, health care, hospitality, water treatment, commercial office, and transportation fields. Sean will oversee preconstruction estimating, scheduling, and constructability review. In addition, Sean will be working with the project superintendent and subcontractors to implement a compliant safety plan. In this role, Sean will be managing and maintaining the company's safety policies and working with all subcontractors on implementing safe work practices. Safety training, reporting, and enforcement are some of the roles Sean will be performing. Sean is currently managing the construction of the Town of South Hero's new Town Office. That project is scheduled to be completed in December 2026.

h. Benjamin Toof, Project Manager – Ben has been with CCI since 2004. As Project Manager, Ben has successfully completed similar municipal town garage projects including: The Town of St. Albans DPW Garage, The Town of St. Albans Salt Shed, The Georgia Highway Garage, Town of Milton Highway Garage, East Montpelier DPW Garage, and is currently the Project Manager facilitating the construction of the new Swanton Village Electric Department. This project is scheduled to be completed in the Spring of 2027. Ben has also managed other Pre-Engineered Buildings and Insulated Metal Panel projects. Ben will be working with the team to review contract documents, scheduling, estimating, submittal review and purchasing.

i. Nick Newhall, Project Superintendent – Nick will be the main point of contact on site for the Owner and design team, as well as coordinate all trades and subcontractors on site, supervise all work that CCI selects to self-perform, and oversee safety compliance for the project. Nick will be assigned to the project as the full-time, on-site Project Superintendent and he will document daily work using Procore. Nick has been the CCI Superintendent on the Georgia Highway Garage, Town of Milton Highway Garage, and is currently the Superintendent running the Swanton Village Electric Department project. This project is scheduled to be complete in the Spring of 2027.

2. Fee Structure

a. Preconstruction Fee (see attached)
b. Construction Management Fee (see attached)
c. General Conditions Costs (see attached)
d. Proposed mark-up on self-perform work (see attached)
e. If required by the Town, CCI will submit a bid for self-perform work directly to the Architect.
f. Proposed mark-up on change orders (see attached)
g. During the conceptual and design development phase we carry a responsible estimating contingency to account for scopes of work that are not completely designed. This estimating contingency gets reduced and included as a CM Contingency at the time of the GMP. CCI treats this contingency as the Owner's money and only uses it when approved by the Owner. We return 100% of unspent contingency funds to the Owner at the completion of the project.

3. Preconstruction Approach for this Project

a. Our approach to every project is to represent the Owner's interests from preconstruction through project completion. In order to provide an accurate phasing and project logistics plan we will meet with the Owner and the design team to confirm the best location for the new building as we want to explore an option(s) whereby the existing facility can remain in operation while the new town garage is constructed in a location on the site that does not conflict with the existing operations. We welcome the opportunity to review all options to ensure we are creating a scenario that best serves the operations of the Owner.

b. Procurement of the long-lead items will be critical for the success of this project. This will include the steel building package along with the steel building anchor bolts, foundation reaction calculations, foundation plan, rebar shop drawings, insulated metal siding panels, exterior windows, and doors. To accomplish the early release of these items, we will work with the Owner in accordance with the AIA Contract Documents to establish the value of the materials and execute a release for this work if the materials need to be ordered in advance of the GMP being issued and approved.

c. We will work closely with the Owner and the design team to establish the project budget. As design alternates are presented, we will work with the project team to estimate the cost ramifications, so that the Owner can make the most informed decisions throughout the project, yielding the best building for the best possible price.

d. We are committed to starting our preconstruction work as soon as we are contracted so that you receive your initial budget in early September. Our recommendation is for us to create an initial budget based upon the existing plans and specifications and update the budget in time for the bond vote. This pre-bond budget would be established using current pricing data, so that it is issued with confidence to the voters. We do not recommend a GMP or a not-to-exceed agreement at this early stage of the project as this will not allow the Owner to realize any of the savings that are found in the competitive bidding of the project. One of our responsibilities as your CM is to secure competitive pricing for all aspects of your project, which cannot be assured if an early GMP or not-to-exceed amount is agreed to before the project scope is confirmed. Preconstruction Scope of Services (See Appendix)

e. We understand and respect the reconciliation process whereby the CM works with the Owner and the design professionals to align the project budget, project scope, and design. This process is critical if the project budget is surpassed as we will need to identify cost overruns, prioritize needs vs. wants and execute alternatives or Value Engineering (VE) as/if needed. Given our experience constructing other municipal garages throughout the State of VT, we will continuously work within the design intent to minimize the need for this process and if it is needed, we will work in a collaborative manner with the project team to determine the best solutions.

f. The three most significant risks on this project are:

    1. Pre-construction and construction time frames including the completion of the design, local and state permitting, and the time to construct all aspects of the proposed project. This will be best addressed though careful planning, early sequencing of the project and identifying long-lead items.

    2. Unforeseen conditions on the site including hazardous materials, ledge, and unsuitable soils. In our experience we have found unsuitable fill and waste materials below grade on other project sites. These are often discovered while excavating for foundations and utilities which require additional work to remove and stabilize the site.

    3. Sequencing the work so that the building can be constructed as quickly as possible while allowing all the construction professionals the time they need to properly complete their work in a quality, workmanlike manner. This includes all the under-slab utilities, radiant heat tubing, placement and finishing of the interior slabs all while the building is being constructed and the roof installed.

g. Construction Phase Scope of Services (See Appendix)

4. Surety and Financial Standing (See attached Letter as requested)

5. Cost and Schedule History on Comparable Work

Estimating during the design phase consists primarily of utilizing recent historical unit data from projects with a similar scope of work and reaching out to subcontractors we trust to obtain budget pricing. The conceptual estimate will include a detailed take-off of all available project information. Historically our design phase estimates are within 5-15% of the final cost.

We understand the importance of accurate estimating during the design phase, and we have a proven record of working with architects and engineers to develop a design that aligns with the project budget. If there are design changes made to accommodate for the Owner's budget, we will assess and address all costs that are different from the original design phase estimate.

Our estimates are performed in-house by the Project Management staff and reviewed by the project team. This allows the Project Manager assigned to your project to review and comprehend all aspects of the project during the preconstruction phase and creates a seamless transition when the project is released for construction.

Examples of CM projects comparing the GMP estimate to the final completion costs:

- Copley Hospital OR #4 (2025)
  Joseph Woodin – President and CEO (802) 888-8291
  GMP Amount: $2,776,158
  Project Finish: $23,189.00 **under** the GMP
  Estimating Accuracy = 0.83%
  Schedule: Original Completion Date: 12/31/25 Final Completion Date 1/7/26

- Town of Milton Public Works (2024)
  Eric Gallas – Highway Superintendent (802) 891-8008
  GMP Amount: $ 4,732,713.66
  Project Finish: $ 4,769,714.30 (This includes a $20,000 rental for a ground thaw machine not originally budgeted, the Owner also elected to upsize the originally specified compressor)
  Schedule: Original Completion Date: 6/19/24 Final Completion Date: 9/26/24
  This project was completed in same number of anticipated months of construction. The actual start of the Milton DPW project was delayed due to the construction of the new access road to the site which was not part of CCI's scope. As a result, the project started later in the year. The Owner decided to not pay for winter conditions through the entire winter. Foundations were placed through December 2023, then the project restarted with steel erection in March 2024.

- Copley Hospital Waterbury Clinic (2024)
  Joseph Woodin – President and CEO (802) 888-8291
  GMP Amount: $ 5,173,227.30
  Project Finish: $10,404.89 **under** the GMP
  Estimating Accuracy = 0.2%
  Schedule: Original Completion Date: 6/28/24 Final Completion Date: 7/5/24

- Copley Hospital Sterile Storage (2023)
  GMP Amount: $ 1,285,497.00
  Project Finish: $ 102,620.31 **under** the GMP
  Estimating Accuracy = 7.9%
  Schedule: Original Completion Date: 3/23/23 Final Completion Date: 5/30/23
  This project was finished late as a result of mechanical equipment lead times out of CCI control.

- Copley Hospital MRI Suite (2021)
  GMP Amount: $ 1,420,309.00
  Project Finish: $ 21,744.99 **under** the GMP
  Estimating Accuracy = 1.5%
  Schedule: Original Completion Date 12/22/21 Final Completion Date 12/24/21

6. Relationship with Subcontractors

We have trusted relationships with reputable local subcontractors. We treat them fairly and pay them promptly, which supports reliable, long-term relationships. The Owner will receive a listing of all companies we believe are sized correctly for their respective division of work. Prior to issuing bid packages, the Owner reviews the list and can add or remove companies. We will pursue at least three competitive bids for every division.

7. Self-Performed Work

Our talented field staff self-performs demolition, light gage metal or structural wood framing, siding and exterior trim work, acoustical ceilings, door frames and hardware, windows, casework, and interior finish work. Any work performed by CCI shall be outlined during pre-construction and shall require the prior approval of the Owner. If required, those sections of work can be bid directly to the project architect so there is no perceived conflict of interest.

8. Project Team

We carefully pursue projects that align well with our existing business commitments. We are actively scheduling and competing for work for the 2027 construction season and barring any unforeseen changes, we make every effort possible to adhere to the staffing commitments we make at the time of the bid submission. This commitment ensures the Owner is going to be served well from preconstruction through project close out.

9. Project Management Software

a. Procore: Our company uses Procore as our primary software for project management. This online platform allows access for the Design Team, Owners, and subcontractors in real time. Owners can simply log onto Procore and see daily progress as new photos are uploaded. CCI superintendents are all equipped with an iPad to use Procore on the job site and are required to make daily entries updating the progress of work and other documents.

b. Bluebeam: CCI also uses Bluebeam for PDF mark ups, editing, and estimating.

ATTACHMENTS & ADDITIONAL REQUESTED INFORMATION

Prepared for:

Town of Waitsfield, VT
The Charlie Goodman III Town Garage

761 Tremblay Road, Vermont

JOHN CONNOR
CONSTRUCTION EXECUTIVE

TIME IN INDUSTRY
31 Years

EDUCATION
B.S., Electronic Engineering Technology
Johnson & Wales University, Rhode Island

CERTIFICATIONS
OSHA 10-Hour Construction Safety Course

AGC/VT Powered Industrial Truck & Mobile Elevated Work Platforms Evaluation, Training and Competencies

OSHA Hazpower 40-Hour Training, Hazardous Waste Operations and Emergency Response

CPR/AED/First Aid and Stop the Bleed Certified

PROFESSIONAL EXPERIENCE

Connor Contracting, Inc., Berlin, Vermont

- Serve as one of four principals of a full-service commercial general contracting company with an annual sales volume of $12 - $18 million. Monitor performance of projects to ensure growth while ensuring a sound financial foundation.
- Manage projects: meet with customers to review and determine the scope of the project, develop initial budgets, assist the design professionals during preconstruction and permitting, pre-qualify subcontractors and vendors, generate Owner contracts and subcontracts, coordinate scheduling, provide customer with daily communications concerning state of project, supervise all trades during construction, insure all work is completed to specification and customer satisfaction, provide all closeout documents, maintenance manuals and certificate of occupancy.
- Meet with prospective clients to understand their needs and to offer services.
- Research and purchase tools, vehicles, and heavy equipment.
- Coordinate company sponsored safety program.
- Organize training sessions for field staff and supervisors.
- Complete employee performance evaluations on a regular basis.

RELATED EXPERIENCE

The Sharon Academy Science Building, Sharon, VT
New construction of a 6,000 SF STEAM building providing additional classrooms, a laboratory, darkroom and multi-disciplinary learning space.

Copley Hospital, Mansfield Orthopaedics Medical Office Building, Waterbury, VT
New construction of a 10,000 SF medical office building with 14 exam rooms, two x-ray rooms, and multiple office spaces for physicians and medical staff.

Copley Hospital, Surgical Suite Addition & Renovation, Morrisville, VT
New construction of 1,200 SF addition for storage and renovation of 1,200 SF of the CSR area within the occupied surgical suite.

Vermont Artisan Coffee & Tea Company, Waterbury, VT
New construction of a 15,650 SF building to accommodate roasting, packaging, shipping, classroom and laboratory spaces, and retail café.

CVMC/UVM Business Support Center, Montpelier, VT
Renovation of an existing garage and 14,500 SF new wood framed, slab-on-grade addition designed with structural steel supporting the roof trusses.

SEAN F. CONNOR

PROJECT MANAGER

TIME IN INDUSTRY

11 Years

EDUCATION

B.S., Civil Engineering
Clarkson University,
New York

CERTIFICATIONS

OSHA 30-Hour Construction Safety Course

AGC/VT Powered Industrial Truck & Mobile Elevated Work Platforms Evaluation, Training and Competencies

OSHA Hazpower 40-Hour Training, Hazardous Waste Operations and Emergency Response

CPR/AED/First Aid and Stop the Bleed Certified

PROFESSIONAL EXPERIENCE

Connor Contracting, Inc., St. Albans, Vermont

- Responsible for the administration of all construction activities for projects including job site logistics, staging, document control, subcontracts, material buy-out, estimating, daily reporting, and invoicing.
- Involved closely with Owners and Architects to ensure complete customer satisfaction while adhering to the overall budget and schedule.
- Prepare proposals and estimates for bid and negotiated projects.
- Provide construction management services including pre-construction phase estimating, scheduling, and constructability. Provide value engineering analysis to find potential cost savings and scheduling efficiencies.
- Evaluate feasibility and constructability of the building envelope and the mechanical and electrical systems.
- Oversee training and utilization of digital construction software including Bluebeam and Procore.

PC Construction Company, South Burlington, Vermont

Assistant Superintendent/Project Engineer/Office Engineer, 2015-2019

- Manage subcontractors, submittals, RFIs, change orders, schedule, pay applications, punch list, and closeout.
- Coordinating multiple self-performing carpentry crews and trades on site.
- Coordinate multimillion dollar design-build MEP packages.
- Facilitate meetings with Owners, MEP Coordination meetings, and LEAN Construction Planning.

RELATED EXPERIENCE

Town of Milton Public Works Facility, Milton, VT

New construction of a 27,000 SF custom structural building with 13 garage bays and including 3,200 SF office fit up. Building was designed with insulated metal siding panels and single skin. Radiant slabs provide comfort in maintenance and wash bays.

New School of Montpelier Bishop-Hatch Hall Renovation, Montpelier, VT

10,000 SF renovation of a former college dormitory into specialized classroom space for a therapeutic school. This project included substantial demolition to facilitate the construction of a new MEP/FP system, classrooms, kitchens, restrooms, and office space for staff.

Copley Hospital, MRI Addition, Morrisville, VT

Construction of an 1,800 SF addition for an MRI suite, with adjacent space improvements and a roof top air handler consolidation project.

Sara Holbrook Community Center Renovation & Addition, South Burlington, VT

Renovation and addition project to an existing community center. 5,000 SF of renovation to the existing space and a 7,000 SF addition accomplished simultaneously.

BEN TOOF
PROJECT MANAGER

TIME IN INDUSTRY
21 Years

EDUCATION
A.S., Construction Practice and Management, Vermont Technical College

CERTIFICATIONS
OSHA 10-Hour Construction Safety Course

VOSHA Lead in Construction Training (1926.62)

VOSHA Respiratory Training (1910.134)

AGC/VT Powered Industrial Truck & Mobile Elevated Work Platforms Evaluation, Training and Competencies

CPR/AED/First Aid and Stop the Bleed Certified

PROFESSIONAL EXPERIENCE

Connor Contracting, Inc., St. Albans, Vermont

- Administer all construction activities for projects which includes structuring and negotiating subcontracts, processing submittals and RFIs, overseeing material buy-out, managing project schedules, and invoicing.
- Maintain constant line of communication with Project Superintendent to ensure work process, safety, and quality are a priority.
- Involved directly with the Design Team, Owners and Architects to ensure complete customer satisfaction while maintaining the overall budget and project schedule.
- Meet with management, subcontractors and Owners to assess project needs. Prepare meeting minutes, proposals and estimates for projects as needed.
- Serve as Corporate Safety Officer. Develop and implement company safety protocols through site specific safety plans and inspections. Plan and schedule the annual company safety day.

RELATED EXPERIENCE

Town of Milton Public Works Facility, Milton, VT
New construction of a 27,000 SF custom structural building with 13 garage bays and including 3,200 SF office fit up. Building was designed with insulated metal siding panels and single skin. Radiant slabs provide comfort in maintenance and wash bays.

Town of Georgia Highway Garage, Georgia, VT
New construction of a 14,600 SF highway garage with eight garage bays, maintenance and wash bays, and an office space.

Town of St. Albans DPW Garage and Salt Shed, St. Albans, VT
New construction of 19,000 SF facility including 11 storage bays, mechanics bay and office space. An additional 11,640 SF shed was built to accommodate both sand and salt storage.

Happy Tails Pet Resort and Spa, South Burlington, VT
New construction of a 10,000 SF wood framed building with pet spa, indoor play park for pets, and retail space.

Northern Valley Eye Care, Inc., St. Albans, VT
New construction of a 14,000 SF two-story wood framed building including fitting up 7,000 SF of medical office space and retail space for the Owners.

NICK NEWHALL
PROJECT SUPERINTENDENT

TIME IN INDUSTRY
18 Years

EDUCATION
Colchester High School, Colchester, Vermont

CERTIFICATIONS
OSHA 10-Hour Construction Safety Course Certification

AGC/VT Powered Industrial Truck & Mobile Elevated Work Platforms Evaluation, Training and Competencies

CPR/AED/First Aid and Stop the Bleed Certified

PROFESSIONAL EXPERIENCE

Connor Contracting, Inc., St. Albans, Vermont

Manage, schedule and coordinate all aspects of construction activity from groundbreaking through project completion. Duties include maintaining a safe work environment, ensuring code compliancy of all trades, ensuring the building envelope is properly built and sealed, overseeing completion of all building systems, managing on-site subcontractor crews, communicating directly with project manager, engineer, architect, and Owner, scheduling materials deliveries and storage, and recording daily progress using Procore.

RELATED EXPERIENCE

Town of Milton Public Works Facility, Milton, VT
New construction of a 27,000 SF custom structural building with 13 garage bays and including 3,200 SF office fit up. Building was designed with insulated metal siding panels and single skin. Radiant slabs provide comfort in maintenance and wash bays.

Town of Georgia Highway Garage, Georgia, VT
New construction of a 14,600 SF highway garage with eight garage bays, maintenance and wash bays, and office space.

New School of Montpelier Bishop-Hatch Hall Renovation, Montpelier, VT
10,000 SF renovation of a former college dormitory into specialized classroom space for a therapeutic school. This project included substantial demolition to facilitate the construction of a new MEP/FP system, classrooms, kitchens, restrooms, and office space for staff.

Swanton Senior Housing/Champlain Housing Trust, Swanton, VT
Renovation of the lower level of a former school into six senior living apartments. This project also included renovations to existing units, as well as adding attic insulation to the old school building for energy efficiency upgrades.

Howard Center Chittenden Clinic, South Burlington, VT
6,000 SF renovation of existing office space into new areas for mental health and support services for patients, while the Owner occupied adjacent suites for the complete project duration.

Shippee Family Eye Care, Montpelier, VT
3,500 SF renovations and rebuild following the flood of 2023. This project required the removal of all interior finishes, flood damage remediation and rebuilding and refinishing the optometry clinic.

The Charlie Goodman III Town Garage
Fees
7/20/26

Item	Description	Quantity	Unit	Unit Cost	Unit Total	Subtotal
1.0	**Pre-Construction Services & Estimating**					
	Pre-Construction - October 2025 - January 2026					
01	Design meetings	4	mos.	1000.00	$4,000.00	
02	Schematic Design estimate	1	ea.	2000.00	$2,000.00	
03	Copying & printing	1	ls	200.00	$200.00	
						$6,200.00
	Pre-Construction - February 2026 - April 2026					
01	Design meetings	3	mos.	1200.00	$3,600.00	
02	Design Development estimate	1	ea.	2000.00	$2,000.00	
03	Bid packages & Post Bid estimate	1	ls	3000.00	$3,000.00	
04	GMP Estimate	1	ls	1500.00	$1,500.00	
05	Copying & printing	1	ls	600.00	$600.00	
						$10,700.00
	Total Preconstruction Services					**$16,900.00**
2.0	**General Conditions**					
	Project Personnel					
01	Project Manager (75% time for the 8 month duration)	6	mos.	14000.00	$84,000.00	
02	Administrative Assistant / AP Clerk (25% time)	2	mos.	8500.00	$17,000.00	
03	Project Superintendent	8	mos.	13300.00	$106,400.00	
						$207,400.00
	Field Office Expenses					
01	Job Office / Trailer	8	mos.	800.00	$6,400.00	
02A	Telephone / Fax / Computer	8	mos.	350.00	$2,800.00	
02B	Procore Project Management Software	4.4	million	2500.00	$11,000.00	
03	Office Equipment	8	mos.	100.00	$800.00	
04	Sanitary Facilities	8	mos.	400.00	$3,200.00	
05	Drinking Water	8	mos.	85.00	$680.00	
06	Project Travel Expenses	8	mos.	0.00	$0.00	
07	Project Vehicle Expenses	8	mos.	0.00	$0.00	
08	Project Meals & Lodging	8	mos.	0.00	$0.00	
09	Temporary Fire Protection	8	mos.	150.00	$1,200.00	
						$26,080.00
	Fees, Insurance & Bonds					
01	General Liability Insurance on subcontracted work	3,500,000	ls	0.35%	$12,250.00	
02	Bond Premiums	4,400,000	ls	1.07%	$47,080.00	
						$59,330.00

	General					
01	Daily Clean-Up - Labor	8	mos.	1000.00	$8,000.00	
02	Project Sign	1	ls	1200.00	$1,200.00	
03	Record Drawings	1	ls	0.00	$0.00	
04	Manuals / Operating Instructions	1	ls	0.00	$0.00	
05	Punch List	1	ls	0.00	$0.00	
						$9,200.00
	Quality Control					
01	Warranty Inspection Coordination	8	mos.	0.00	$0.00	
02	Contractor Quality Control	8	mos.	0.00	$0.00	
						$0.00
	Total General Conditions					**$302,010.00**
3.0	**Mark-Up on Self-Perform work**			10%		
4.0	**Construction Management Fee**	4,400,000	ls	5.00%		**$220,000.00**
5.0	**Change Order Mark-Up**					
01	Mark up			5.00%		
02	CM Fee			5.00%		
	Total Change Order Mark-up					**10.00%**

SERVICES

PRECONSTRUCTION SERVICES

- Review project and consult with Owner and design team
- Provide value engineering, design review and constructability review
- Provide logistics planning
- Develop and provide initial budgets and, as work is defined, detailed estimates by section
- Create the Design Development (DD) Budget
- Develop a project schedule for the bid phase
- Provide an updated budget based upon the 75% CD Set
- Provide a list of subcontractors and vendors that will be invited to competitively price the project
- Generate bid packages and coordinate all subcontractor pre-bid walk-throughs with Owner input
- Solicit a minimum of three subcontractor/supplier bids to ensure competitive pricing
- Evaluate subcontractor bids and scopes of work, and make selections
- Update the project schedule as the subcontractor team is selected
- Research potential savings through bid package alternates and value engineering
- Identify and coordinate long lead time material and/or equipment items
- Establish a Guaranteed Maximum Price (GMP) for the project when all design development is complete and competitive bidding process is finished
- Provide a lump sum contract amount showing preconstruction fees, general condition items, selected subcontractor and vendor bids, self-performed work as applicable, and the construction management fee

CONSTRUCTION PHASE SERVICES

- Generate all subcontracts, address all legal and insurance requirements
- Generate purchase orders
- Generate submittal schedule
- Coordinate the submittal process
- Review shop drawings
- Coordinate construction from permitting through occupancy
- Conduct weekly meetings and furnish meeting minutes
- Monitor safety on site with our Safety Officer, meetings, and inspections
- Generate and monitor project schedules
- Monitor quality of work on site through daily inspections, submittal review and product placement
- Coordinate the use of independent material testing agencies as required
- Coordinate work of subcontractors, materials, and scheduling
- Provide project accounting and reports
- Maintain drawings on site to oversee and review any changes
- Maintain a clean project site throughout construction
- Provide all project close out duties and documentation

July 17, 2026

York Haverkamp
Town Administrator
Town of Waitsfield
York.haverkamp@waitsfieldvt.gov

Subject: Connor Contracting, Inc.
Berlin, Vermont
Surety Confirmation

Project: The Charlie Goodman III Town Garage

Dear Mr. Haverkamp:

We are pleased to represent Connor Contracting, Inc. for their surety needs.

Liberty Mutual Insurance Company (Ohio Casualty Insurance) with an A.M Best Rating of A, XV, have acted as surety for Connor Contracting, Inc. for over 15 years. Individual project performance and payment bonding capacity exceeds $9 million and aggregate capacity exceeds $10 million. There have not been any claims against any bonds provided during our association with Connor Contracting, Inc.

As is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, bond forms and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between Connor Contracting, Inc. and their surety.

Connor Contracting is one of our finest surety clients, and we are pleased to recommend them to you.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Lorraine J. Cofran, Attorney-in-fact

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc.. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15715). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).

HIGHLIGHTED COMMERCIAL PROJECTS

COPLEY HOSPITAL
MANSFIELD ORTHOPAEDICS
Medical Office Building

Joseph Woodin
President & CEO, Copley Health Systems
802.888.8291
jwoodin@chsi.org

TOWN OF MILTON
PUBLIC WORKS FACILITY

Amber Baker
Town of Milton Finance Director
802.893.8855
abaker@milton.gov

TOWN OF GEORGIA
HIGHWAY GARAGE

Todd Cadieux
Town of Georgia Public Works Director
802.307.2259
roadforeman@townofgeorgia.com

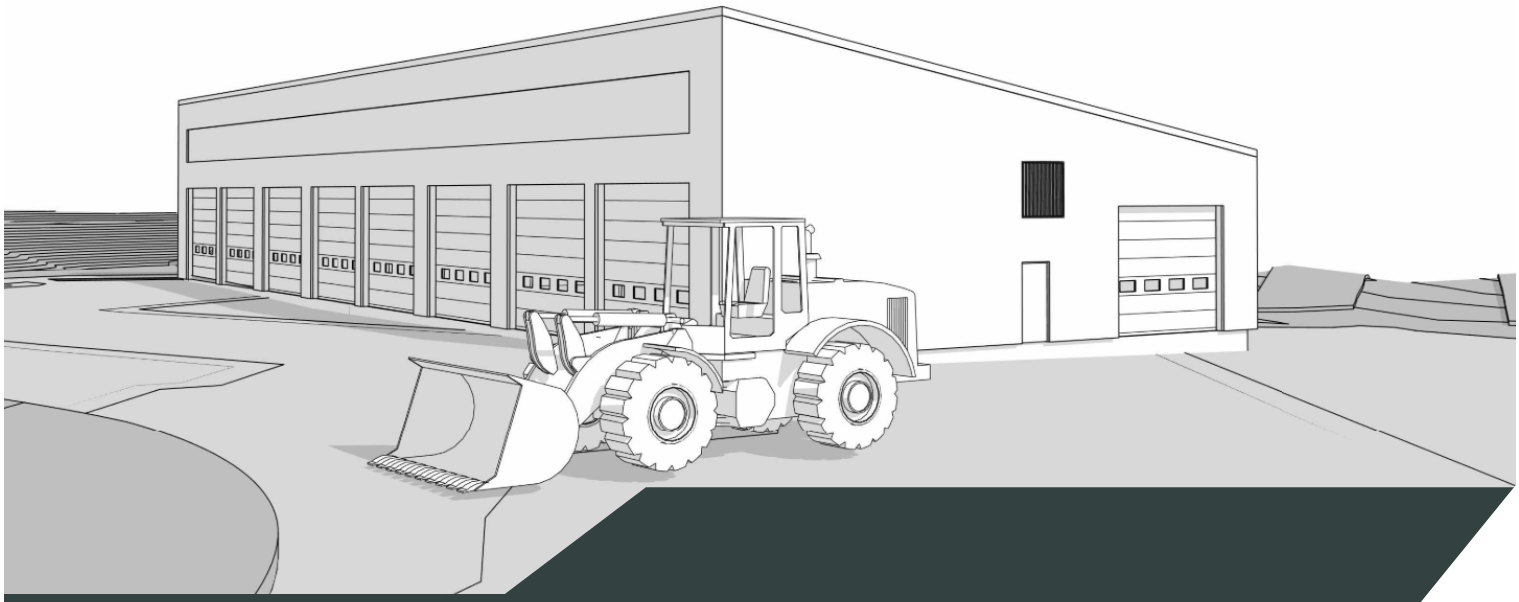
TOWN OF ST. ALBANS
DPW GARAGE

Carrie Johnson
Former St. Albans Town Manager
802.782.3073
carriehayesjohnson@hotmail.com

VERMONT ARTISAN
COFFEE & TEA COMPANY

Mane & Holly Alves, Owners
802.244.8338
holly@vtartisan.com
mane@coffeelab.com

DEW CONSTRUCTION



CONSTRUCTION MANAGEMENT PROPOSAL

TOWN OF WAITSFIELD, VT

NEW TOWN GARAGE

Waitsfield, VT | July 17, 2026

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DEW CONSTRUCTION

COVER LETTER

July 17, 2026

York Haverkamp, Town Administrator
Town of Waitsfield
york.haverkamp@waitsfieldvt.gov

RE: Waitsfield Town Garage, 761 Tremblay Road – Supplemental Information Request, Construction Manager Selection

Dear York and Members of the Selection Committee,

Every successful project has a defining moment. For the Waitsfield Town Garage, that moment begins well before the first shovel enters the ground. In the coming months, the Town will ask voters to support an investment that will serve the community for decades, making the accuracy of the project's cost, schedule, and delivery strategy especially important. DEW understands the responsibility that comes with that trust.

The success of this project depends on establishing a reliable estimate in advance of the November bond vote. To support that effort, DEW is ready to engage immediately with the Town of Waitsfield, and MH2 Architecture Studio. Early engagement will allow the team to identify long-lead items, confirm key design requirements such as the pre-engineered metal building (PEMB) package, and understand any costs associated with maintaining site operations during construction. This work will help support a timely and complete set of design development documents and an accurate estimate for the bond vote.

TIME-TESTED EXPERIENCE

For nearly 30 years, DEW has worked alongside towns and small communities throughout Vermont, helping local leaders turn practical needs into lasting assets. We understand that projects like this are not just about buildings—they are about supporting the people who keep a community running every day. That perspective shapes how we approach every decision: balancing cost, durability, efficiency, and long-term operability to deliver true best value for our clients.

Our collaborative approach is strengthened by the familiarity among our proposed team members. Prior to joining their respective organizations, MH2 Architecture Studio's principals and DEW's proposed Project Manager, Brian Norfolk, and Superintendent, Sean Murphy, worked successfully together and developed an effective rhythm for communication, trust, client satisfaction, collaboration, and problem-solving. These established relationships will provide valuable continuity as the project advances from preconstruction through construction.

PRECONSTRUCION

Our approach is built around early collaboration, transparency, respect, trust, and disciplined decision-making. We recognize the importance of stewarding public funds responsibly, and we focus on:

- *Thoughtful preconstruction planning that aligns scope, budget, and schedule early*
- *Clear and proactive communication to support informed decision-making*
- *Value management strategies that prioritize lifecycle cost, not just first cost*
- *Local subcontractor engagement to strengthen community investment and pricing competitiveness*
- *11 in-house preconstruction and estimating professionals, including two specialists with deep expertise in MEPF systems*

We bring deep experience with municipal facilities, including public works garages, and understand the operational demands that drive design and construction decisions. Our team integrates constructability insight, cost modeling, and schedule analysis from the outset to ensure the Town is positioned for success well before construction begins.

Delivering a reliable project cost will be one of the most important responsibilities during preconstruction. The number presented to voters must be supported by a clear understanding of market conditions, project scope, and the Town's operational needs. Our estimate accuracy is around 3-5% from our first estimate.

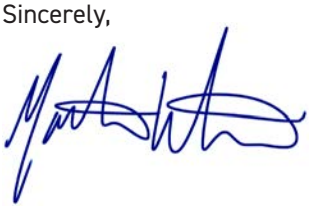
While cost and schedule certainty will be critical to the project's success, maintaining uninterrupted Town operations throughout construction will be equally important. DEW recognizes that the existing garage plays a vital role in supporting the community's day-to-day needs, particularly during Vermont's winter months. Through collaborative planning, proactive communication, and close coordination with Town staff, our team will work to ensure essential highway department operations remain functional while the new facility takes shape.

CLOSING

DEW appreciates the opportunity to continue participating in this selection process and to further demonstrate our value to the Town of Waitsfield. More importantly, we appreciate the responsibility that comes with helping you deliver a project of this significance.

DEW is committed to being a trusted partner throughout preconstruction and construction, and we look forward to the opportunity to help bring the Town's vision to life.

Sincerely,



Matthew Wheaton
Executive Vice President & Principal
mwheaton@dewconstruction.com
(802) 363- 6976

DEW CONSTRUCTION

1. | PROJECT TEAM AND KEY PERSONNEL

A. Team Introduction, Current & Anticipated Workload & Commitment

B. Project Organizational Chart & Resumes

Project Team and Key Personnel: *Identify the individuals your firm commits to this project in the following roles: Preconstruction Lead, Project Manager, and Site Superintendent. For each, provide:*

- *Resumes*
- *List of their current and anticipated project assignments through 2027*
- *Outline their contributions to this project during preconstruction and construction.*

Please confirm in writing that these individuals will serve in these roles if your firm is selected, and that any substitution would require the Town's prior written approval.

TEAM INTRODUCTION, CURRENT & ANTICIPATED WORKLOAD & COMMITMENT

DEW is pleased to present a highly experienced and dedicated team of construction professionals for the New Town Garage project. Each team member brings extensive industry expertise and a proven track record of successfully delivering complex projects on time and within budget. Our team is prepared to mobilize immediately upon award and provide the leadership, collaboration, and technical expertise necessary to successfully guide the project from preconstruction through completion.

CURRENT & ANTICIPATED WORKLOAD & COMMITMENT

Our proposed project team and each team member's roles and responsibilities are outlined in the organizational chart and resumes included with this submission. The selected Preconstruction Lead, Project Manager, and Site Superintendent have been intentionally assigned based on their specific experience with municipal projects, occupied facilities, pre-engineered metal buildings, and successful project delivery within Vermont communities.

In evaluating current and anticipated assignments through 2027, DEW has carefully considered each individual's workload, availability, and ability to successfully support the project schedule outlined by the Town. We are confident that the proposed team has the capacity and availability required to provide consistent leadership and oversight throughout both preconstruction and construction.

DEW is committed to assigning the individuals identified in this proposal to this project. We believe these individuals are the best fit for the project and are available to support the anticipated schedule. In the unlikely event that an unforeseen change occurs, DEW will not make any substitution without first obtaining the Town's prior written approval. Any proposed replacement would possess qualifications and experience equal to those of the originally proposed team member.

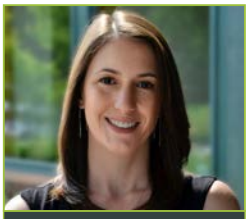
Following, please find a project organizational chart, followed by resumes of our proposed team, outlining their contributions to this project for the Town of Waitsfield New Town Garage during preconstruction and construction.

MEET THE DEW CONSTRUCTION TEAM

Matthew Wheaton
Executive Vice President & Principal

Conor Donnelly
Vice President of Preconstruction

David DiBiase
Preconstruction Manager



Elizabeth Randall
Project Estimator

Brian Norfolk
Project Manager

Sean Murphy
Superintendent

ORGANIZATIONAL CHART

DEW CONSTRUCTION

TOWN OF WAITSFIELD

MH2 ARCHITECTURE STUDIO

EXECUTIVE OVERSIGHT

TAYLOR WOODWARD
CEO, Principal

MATT WHEATON
Executive Vice President & Principal

DAN RILEY
Vice President of Operations

PRECONSTRUCTION

DAVID DIBIASE
Preconstruction Manager

CONOR DONNELLY
Vice President of Preconstruction

ELIZABETH RANDALL
Project Estimator

LUKE KEENAN
MEPF Engineer

BRIAN NORFOLK
Project Manager

SEAN MURPHY
Superintendent

CONSTRUCTION

BRIAN NORFOLK
Project Manager

RACHEL LOMBARD
LEED® AP
Project Executive

MATT CADIEUX
General Superintendent

LUKE KEENAN
MEPF Engineer

SEAN MURPHY
Superintendent

KAM BUSHWAY
Safety Manager

FOREMAN & TRADESPEOPLE WARRANTY & EQUIPMENT MANAGER

MATT WHEATON

Executive Vice President, Principal

ABOUT

As Executive Vice President and Principal, Matt plays a central role in shaping DEW's growth, strategy, and market position. A member of the Leadership Team and Board of Directors, he helps set long-term direction while providing executive oversight to DEW's estimating and preconstruction teams and strategic guidance to business development and marketing—aligning how the company pursues, positions, and delivers its work.

With more than 30 years of experience in construction, Matt brings a rare combination of field expertise, design insight, and executive leadership. He is known for his ability to align vision, cost, and constructability—enabling clients to make informed decisions early, reduce risk, and establish a clear, achievable path from concept through completion.

Recognized for his collaborative approach and practical problem-solving, Matt serves as a trusted advisor on complex projects—bringing clarity, alignment, and confidence to critical decisions.

RELATED EXPERIENCE

Matt began his career as a carpenter's apprentice, developing a hands-on understanding of construction that continues to inform his leadership today. He later pursued architecture, graduating with honors and earning a Master of Architecture degree from Norwich University. After 12 years in architecture, he joined DEW, where he has held roles across preconstruction and estimating, business development, and real estate development—bringing a broad, company-wide perspective and ultimately advancing to his current role as Executive Vice President and Principal.

This combination of field and design experience defines Matt's approach to preconstruction and project planning. He brings deep expertise in programming, budgeting, estimating, and delivery strategy—helping clients navigate complexity, control costs, and make confident, well-informed decisions throughout the lifecycle of a project.

Over the course of his career, Matt has played a key role in the successful delivery of complex projects across healthcare, education, multifamily, manufacturing, and commercial markets—providing clear, strategic guidance from early planning through completion.

TIME IN INDUSTRY

- 31 years

EDUCATION & TRAINING

- Norwich University
  B.S., Architectural Studies
- Norwich University
  M.S., Master of Architecture
- ASHE Healthcare Construction Certificate American Society for Healthcare Engineering
- AutoCAD
- Revit

AFFILIATIONS

- DEW Construction Board of Directors
- DEW Construction Leadership Team
- AIA Associate Member
- Associated Builders & Contractors NH/VT - Vermont Construction Academy - Board Member
- Gray Building Coalition Board Member Northfield, Vermont
- (Former) Norwich University Adjunct Professor in Preconstruction & Planning
- (Former) Associated Builders & Contractors NH/VT Board Member

CONOR DONNELLY

Vice President of Preconstruction

As Vice President of Preconstruction, Conor leads DEW's estimating, preconstruction, and MEP functions, driving strategies that reduce risk, strengthen cost certainty, and protect project outcomes. He is responsible for the successful delivery of preconstruction services—from early client engagement through GMP development and turnover to the construction team.

Conor works closely with preconstruction managers, estimators, project managers, and superintendents to develop reliable project information and identify risks early—enabling clients to make informed, confident decisions. As a member of DEW's Leadership Team, he contributes to companywide strategy while reinforcing strong client partnerships and consistent project success.

With experience across education, multifamily, healthcare, and manufacturing sectors, Conor brings a comprehensive understanding of complex project demands. His background in preconstruction and MEP systems makes him a critical resource to both clients and project teams, and he is known for delivering clear, practical solutions that keep projects aligned from concept through construction.

TIME IN INDUSTRY

- 20 years

EDUCATION & TRAINING

- The University of Vermont
  B.S., Mechanical Engineering
- Navisworks Manage, CADD, 3D Modeling (BIM, Solidworks), Timberline Estimating, On-Screen Takeoff, Submittal Review, P6 Scheduling

AFFILIATIONS

- DEW Construction Leadership Team
- American Society for Health Care Engineering (ASHE)
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- American Society of Mechanical Engineers (ASME)

RELATED EXPERIENCE

U.S. CUSTOMS AND BORDER PROTECTION DERBY LINE 91 LAND PORT OF ENTRY
Derby, VT
Demolition of the existing and construction of a new Land Port of Entry at the existing Land Port of Entry facility. The 4.2-acre project site consists of a Main Port Building, a Non-Commercial Secondary Inspection Building, and a Commercial Inspection Building. LEED® Gold.

KILLINGTON PUBLIC SAFETY FACILITY
Killington, VT
New construction of a 14,485 SF, wood and steel-framed structure for a new public safety facility.

BURLINGTON INTERNATIONAL AIRPORT - RENTAL CAR QUICK TURNAROUND FACILITY
South Burlington, VT
New construction of a 12,265 SF rental care quick turn-around facility at the Burlington International Airport. New fueling area shared by multiple rental car operators/brands, with 12 fueling positions at six dispensers under a canopy. New 20,000-gallon underground gasoline storage tank. New 11,665 SF standalone single-story building housing a car wash, maintenance bays, administrative offices, and support space.

SAINT ALBANS TOWN - NEW TOWN HALL
Saint Albans, VT
New construction of a 13,040 SF, single-story, wood-framed, slab-on-grade, new town hall for the Town of Saint Albans, VT.

CONSTRUCTION AND OPERATIONS FACILITY
Concord, NH
New construction of two new buildings for the State of New Hampshire - Department of Transporation consisting of a single-story, 22,719 SF Dam Bureau's Construction and Operations Facility, and a 6,875 SF Watershed Bureau's building.

PHILIP B. SWANSON PUBLIC SAFETY FACILITY
Woodstock, VT
9,024 SF renovation and 8,865 SF addition to an existing Public Safety Facility (Police & Fire).

DAVID DIBIASE

Preconstruction Manager

David is a seasoned preconstruction manager with over 18 years of industry experience. David is a highly skilled member of our team, responsible for overseeing departmental operations, mentoring and motivating staff, and driving cross-functional coordination to align project goals and objectives. He is committed to maintaining best practices, delivering high-quality preconstruction services, and ensuring client satisfaction from project award through the start of construction.

RELATED EXPERIENCE

DEPARTMENT OF CORRECTIONS WOMEN'S CORRECTION & RE-ENTRY FACILITY
Multiple Locations, VT
Statewide planning and site selection for a new $130M women's correctional and reentry facility. Scope included property search, due diligence, design program development, municipal engagement, and zoning coordination across multiple candidate sites.

WINDSOR DISTRICT COURTHOUSE RENOVATIONS
White River Junction, VT
Renovation of the Windsor District Courthouse, an occupied historic judicial facility. Scope included identifying and upfitting off-site flex space during project, moves, fit-up MEP upgrades, accessibility improvements, and finish renovations.

WILLITSON PUBLIC SAFETY
Williston, VT
New construction of a Vermont Department of Public Safety field office.

111 STATE STREET - VERMONT SUPREME COURT RENOVATION
Montpelier, VT
Renovation of this 1917 historic building, including removal of historic library stacks and secondary floors to create modern meeting and office space for judicial employees. Heavy coordination with State Historic Preservation Office was required to modernize the facility while preserving historic integrity. Accelerated in part to provide critical swing space following the 2023 Capital Complex flooding.

THE BIG E RENOVATIONS
Springfield, MA
Renovations to the only building outside of Vermont that the state owns, the 1929 Vermont Building at the Eastern States Exposition. Project assessed flow and function during active fair operations and included HVAC, MEP, and accessibility improvements throughout this historic structure in coordination with State Historic Preservation requirements.

VERMONT STATEHOUSE - HVAC REPLACEMENT & EXPANSION PLANNING
Montpelier, VT
HVAC replacement throughout an active historic structure following COVID-19, incorporating updated health and safety requirements. The project also included planning for the expansion of legislative committee spaces and security enhancements, with coordination with State Historic Preservation Office required throughout design and construction

KWINIASKA HOUSING DEVELOPMENT
Shelburne, VA
Responsible for all underground infrastructure buildout, roadway construction, and site work for an 81-home residential development. Scope included utility installation, stormwater systems, and full site civil work from the ground up.

133 STATE STREET - IT SERVER ROOM CONVERSION
Montpelier, VT
Conversion of an existing IT server room to general office space in the 1922 historical facility, the original home of National Life. Scope included relocation of the State of Vermont IT fiber network backbone, major HVAC and electrical renovations, build-out and upfit of new office and meeting spaces, and structural repairs to deficiencies discovered during the project.

TIME IN INDUSTRY

- 18 years

AFFILIATIONS & TRAINING

- Chief - City of Vergennes Fire Department
- FEMA ICS 100-400 NIMS Emergency Planning Professional Development Series
- Firefighter I & Instructor - National Pro Board
- Swiftwater/Rope/Ice Rescue - Rescue 3 International
- Vermont Certified Emergency Manager (VCEM)

ELIZABETH RANDALL

Project Estimator

Elizabeth is a valuable and highly skilled member of our team, bringing strong capabilities in cost estimating and cost control. In her role as Project Estimator, her primary responsibility is to develop accurate, timely cost estimates that support informed project decisions. She plays a key role in coordinating estimating workflows, reviewing scopes of work, engaging subcontractors, and ensuring clear, organized communication throughout the preconstruction phase alongside the Senior Estimator for this project.

RELATED EXPERIENCE

CONSTRUCTION AND OPERATIONS FACILITY
Concord, NH
New construction of two new buildings for the State of New Hampshire - Department of Transporation consisting of a single-story, 22,719 SF Dam Bureau's Construction and Operations Facility, and a 6,875 SF Watershed Bureau's building.

WILLISTON PUBLIC SAFETY FACILITY
Williston, VT
New construction of a 34,000 GSF field station for the Vermont State Police. The project includes an 11,022 SF climate-controlled garage.

TOWN OF NORTH HERO - NEW FIRE STATION AND TOWN GARAGE
North Hero, VT
New construction of a 7,000 SF fire station, and a 3,000 SF new public works building. Includes demolition of the existing facility, grading, installation of water and electrical services, stormwater infrastructure, septic syetem upgrades, paving, sidewalks.

STATE OF VERMONT - WINDSOR DISTRICT COURT HOUSE RENOVATIONS
White River Jct, VT
23,630 SF of renovations and 2,280 SF of new construction to the Windsor District Courthouse. Renovations include MEP upgrades and enhancements to the interior to create additional office space and improve the building envelope. Flat roofs will be replaced, and two small steel-framed additions will be constructed. An enabling phase will include installing a temporary holding cell and upgrading a single-use ADA bathroom.

SAINT ALBANS TOWN - NEW TOWN HALL
Saint Albans, VT
New construction of a 13,040 SF, single-story, wood-framed, slab-on-grade, new town hall for the Town of Saint Albans, VT.

US IMMIGRATION AND CUSTOMS ENFORCEMENT DHS-ICE-OAFM - OFFICE FIT-UP AT MAPLE TREE PLACE B56
Williston, VT
Demolition of an existing suite and new construction of a 4,240 SF office building for GSA/ICE. Located in the corner of Maple Tree Place with adjacent tenants on level two and the main floor. The fit-up consists of new drywall partitions and finishes, ACT ceilings throughout, new and reconfigured HVAC with security measures as required by ICE. Some minor secure add-ons such as mesh and ballistic panels at the walls, ballistic doors, and frames for (2) openings.

ARMY MOUNTAIN WARFARE SCHOOL
Jericho, VT
New construction of an 82,000 SF three-story steel-framed Army Mountain Warfare School. Includes a three-story climbing wall, 5,000 SF drill hall, dining area, office space, classrooms, kitchen, and lodging. Geothermal wells power the building's heating and cooling systems.

TIME IN INDUSTRY

- 13 years

EDUCATION & TRAINING

- Norwich University
  M.A., Civil Engineering
- Vermont Technical College
  B.S., Architectural Engineering Technology

BRIAN NORFOLK

Project Manager

With over 26 years of experience in the construction industry, Brian has a diverse background, having worked extensively in project management, scheduling, and estimating. As a project manager at DEW, Brian is adept at managing the business aspects of projects and subcontracts, including procurement, scheduling, cost control, change management, quality control, project accounting, disbursements, and risk management. Brian thrives in a collaborative team environment, working seamlessly with architects, clients, field personnel, and subcontractors. His attention to detail and commitment to quality ensure his projects consistently meet DEW's standards of excellence.

RELATED EXPERIENCE

VERMONT HISTORY CENTER
Barre, VT
Exterior restoration and waterproofing work to preserve and protect the historic structure. The scope featured brick repointing and selective replacement, along with foundation waterproofing and installation of drainage systems to improve long-term durability and moisture control.

SEATTLE OPERA HOUSE
Seattle, WA
Construction of a complex four-story serpentine curtain wall glazing system, stainless steel fenestration systems, ornamental iron components, and custom-fabricated column covers that enhanced the building's distinctive aesthetic.

THE UNIVERSITY OF WASHINGTON SURGICAL CENTER
Seattle, WA
Specialized exterior envelope and interior glazing scopes for the University of Washington Surgical Center, including a suspended curtain wall system designed with an 11-degree outward slope.

TACOMA CONVENTION CENTER
Tacoma, WA
Specialized exterior envelope and architectural metal scopes for the Tacoma Convention Center included a suspended curtain wall system featuring both inward and outward sloping geometries at 14.9 degrees. The work also encompassed interior and exterior column and beam covers, as well as glass handrail systems and glass vestibule assemblies, contributing to the building's cohesive and modern appearance.

MICROSOFT CITY CENTER
Bellevue, WA
A 22-story radiused curtain wall system and a two-story curtain wall windscreen, requiring precise fabrication and installation to maintain alignment across the building's curved façade. The scope also featured a stainless steel point-supported glass entry system and glass vestibule assemblies, contributing to a refined and contemporary building entrance.

BELLEVUE SQUARE
Bellevue, WA
Occupied construction of a two-story superstructure with structural iron and a curtain wall windscreen system. This was part of a larger project to add space to a 24-story commercial building.

TIME IN INDUSTRY

- 26 years

EDUCATION & TRAINING

- AGC Construction Management Course
- Glaziers & Glassworkers Apprenticeship
- U.S. Navy: Corpsman

SEAN MURPHY

Superintendent

Sean brings over 14 years of experience in the construction industry. His diverse background in project management, and estimating has shaped him into a well rounded Superintendent here at DEW. Sean combines extensive industry knowledge with meticulous attention to detail—qualities that are critical to the success of complex projects. His ability to effectively coordinate multiple subcontractors while maintaining strict adherence to schedules has consistently delivered high-quality outcomes. He will oversee all field operations, including trade coordination, safety compliance (subcontractor orientation, training, and enforcement), schedule management, cost control, and quality assurance.

RELATED EXPERIENCE

NORTHERN STAGE – STAFF & ARTIST HOUSING
White River Junction, VT
Construction of a new workforce housing development supporting Northern Stage's professional theater operations. The project provides modern housing for resident staff and visiting artists, helping address regional housing shortages while strengthening the organization's long-term sustainability.

DARTMOUTH COLLEGE – CLASSROOM RAPID REFRESH
Hanover, NH
Phased renovation of active academic spaces to modernize classrooms with updated finishes, technology infrastructure, lighting, and furnishings. Work was carefully coordinated to minimize disruption to campus operations while improving teaching and learning environments.

UPPER VALLEY AQUATIC CENTER
White River Junction, VT
Renovation of occupied locker room facilities, including upgraded finishes, fixtures, and building systems to enhance functionality, accessibility, and the overall experience for members and visitors.

COTTAGE HOSPITAL - MEDICAL SURGICAL PATIENT EXPANSION
Woodsville, NH
Expansion and renovation of healthcare facilities to support additional medical-surgical patient capacity. Work required close coordination within an active hospital environment to maintain uninterrupted patient care while improving clinical spaces.

TIME IN INDUSTRY

- 14 years

EDUCATION & TRAINING

- OSHA 10
- EPA/HUD RFP Certified

DEW CONSTRUCTION

2. | FEES

PRECONSTRUCTION FEE

Preconstruction Fee (fixed lump sum or not-to-exceed amount);

Prebond Fee: DEW will provide pre-bond preconstruction services at no cost as an investment in the success of the project. We believe the efforts completed to date have established a strong foundation, and we will build upon that work by contributing our own analysis, asking critical questions, engaging key subcontractors early, and applying our proven preconstruction process. Throughout this phase, DEW will work closely with the Town and design team to align scope, budget, and project goals, positioning the project for a successful bond vote in November.

Post-bond Preconstruction Fee: November up to Bidding: **$10,000**.

CONSTRUCTION MANAGER FEE

Construction Manager Fee (fixed lump sum or percentage of "Cost of the Work");

DEW's Construction Manager Fee is: **1.75%**

GC'S/GR'S

Itemized estimate of General Conditions and General Requirements for the project and proposed duration;

Approximately 6.25%. Please refer to the General Conditions and General Requirements Matrix below.

Construction Manager General Conditions & Fee Summary

Item	29 Wks per BLC Construction Period, Summary Schedule R1"	Describe Assumptions
Field Office	$ 9,150.00	Trailer, delivery, set
Office Equipment	$ 4,350.00	Power, Supplies, Drawings, Desk, Comsumables, Sm Copier
Communications (phone, fax, internet)	$ 1,225.00	for trailer Internet
Temporary Sanitary	$ 910.00	
Drinking Water	$ 700.00	
Project Management	$ 74,820.00	Includes PM and PE Hours
Superintendent	$ 140,360.00	
Administration	$ 17,110.00	Proj Admin Coordinators and Proj Accounting
Legal/Contracts	$ 1,290.00	Std AIA133/A201 CM agreement assumed
Account & Clerical	$ -	Included in Administration
Record Drawings	$ -	Included in PM and Superintendent
Operating & Maintenance Manuals	$ -	Included
Punch List	$ -	Included in PM and Superintendent
Job Sign	$ 750.00	DEW sign
Dumpsters	$ 7,700.00	Inclu 7
Final Cleaning	$ 6,500.00	interior space of 9400SF
Totals Above :	**$ 264,865.00**	

MARKUP ON SELF-PERFORMED WORK

Proposed markup on self-performed work;

DEW's proposed markup on self-performed work is: 10% on material costs only. There is no additional markup on our labor.

COMPETITIVE PRICING

Procedure to confirm self-performed work is cost competitive against subcontractor prices for same scope; If applicable

DEW approaches self-performed work as a value-driven option, not a means to increase profit. During preconstruction, we develop detailed internal pricing for scopes that could be self-performed while competitively bidding those same scopes to qualified subcontractors. If subcontractor pricing exceeds DEW's estimated value, the Owner, Architect, and Construction Manager team will collaboratively review whether self-performance offers a cost, schedule, or quality advantage. Any decision to self-perform work is made transparently and only when it is determined to be in the best interest of the project

CHANGE ORDERS

Proposed markup on change orders; and

DEW's proposed markup on change orders is: **1.75%**

CONTINGENCY

Proposed approach to construction contingency, including who holds it, how draws are approved, and the disposition of any unspent contingency at completion.

During the establishment of the GMP, the project team and the project owner will mutually agree upon a construction manager's contingency amount for the project. This amount will be established based on the preconstruction team's analysis of the unknown or concealed costs related to the project. The contingency is established to cover those costs considered reimbursable for the cost of the work, as determined in the Owner - Construction Manager contract agreement, but not included in a change order.

The contingency can be used for but is not limited to, errors or omissions in the Construction Manager's estimate and elements of the work not included in the subcontractor bids from which the cost of work was derived. The contingency will not include changes to the work, correction or accommodation of errors and omissions in the contract documents and allowance adjustments. The contingency is reduced as the project progresses.

Final Payment of the Contract Sum shall be reduced by Change Order in the amount of any unspent Contingency. The construction manager shall track the contingency items and record them in a contingency log. The contingency log will be distributed to the Owner and Architect at project meetings. If there is unspent contingency after project completion, or at other review periods as mutually agreed upon by the Construction Manager and Owner, then the Contract Sum shall be reduced by Change Order in the amount of any unspent Contingency.

All savings achieved throughout the life of the project are subtracted from the GMP, and 100% is returned to the Owner.

DEW CONSTRUCTION

3. PRECONSTRUCTION APPROACH

Preconstruction Approach for This Project. *Based on the enclosed schematic set and schedule, provide a brief narrative (not to exceed 2 pages) describing:*

A. Proposed phasing and site logistics approach, recognizing the Town's existing garage, salt and sand storage, fuel tank, and winter road operations must remain fully functional throughout construction;

B. Procurement strategy for long-lead items, including the pre-engineered metal building package and overhead doors, in relation to the target spring 2027 start;

C. Approach to pricing and evaluating the design alternates in relation to the Town's budget; the construction cost estimate deliverables your firm would provide at each design milestone through GMP, including for each the level of design information required and the anticipated timing. The Town intends to present voters with a reliable project cost at a bond vote anticipated for November 2026, and requires a bond-vote-ready cost figure no later than early September 2026 (target date of September 7 or 8, to be confirmed by the Town). Please describe specifically how your firm would achieve this — including whether you would recommend a GMP, a detailed pre-bond estimate with a stated confidence range, a not-to-exceed commitment, or another instrument — and what you would need from the Town and MH2 to meet that date;

D. Your firm's reconciliation process with the design team; and

E. The three most significant risks you see on this project and how you would manage each.

PRECONSTRUCTION APPROACH

A. LOGISTICS APPROACH:

DEW brings extensive experience working within occupied facilities and maintaining critical operations throughout construction. We have successfully delivered more than 450 projects in active and operational environments where safety, access, and continuity of operations were essential to project success.

The Waitsfield Town Garage project will be approached with the same level of care and coordination. DEW will maintain the Road Department's operations throughout the construction period in accordance with the project schedule. This effort will be supported by maintaining the planned construction timeline of mid-April 2027 through November 2027, which provides favorable conditions for construction while minimizing operational impacts.

To ensure a seamless process, DEW will work collaboratively with the Waitsfield Road Department during the summer of 2026 to develop a detailed site logistics and access plan. This plan will identify how construction activities and Road Department operations can safely coexist, allowing for shared site access when necessary while ensuring that critical functions, equipment, and facilities remain active, accessible, and operational throughout the duration of the project.

We understand the importance of maintaining uninterrupted municipal services and approach projects like this with the mindset that we are guests on your property. DEW recognizes that the Waitsfield Road Department's ability to maintain safe and efficient operations during construction is paramount, and we will work closely with Town staff to ensure those needs remain the highest priority throughout the project.

B. PROCUREMENT STRATEGY FOR LONG LEAD ITEMS

DEW identifies and evaluates long-lead procurement items during preconstruction to ensure they are incorporated into the overall project schedule and released at the appropriate time. For this project, anticipated long-lead items include the pre-engineered metal building (PEMB), overhead and specialty doors, electrical equipment, and potentially lighting fixtures. These items may require early release to maintain the project schedule.

The timing of the November bond vote is an important milestone, as a successful vote will allow the Town and DEW to execute a contract in a timely manner and proceed with the early procurement of long-lead materials. Once identified, these items will be actively tracked through our preconstruction schedule and procurement log to ensure timely engineering, review, approval, fabrication, and delivery.

Provided DEW is under contract with the Town of Waitsfield following the November bond vote, we do not anticipate any challenges associated with the engineering, shop drawing review, approval process, or procurement of the pre-engineered metal building. Early coordination with manufacturers and suppliers will help ensure that all long-lead items are procured in a manner that supports the overall project schedule and avoids unnecessary delays during construction.

PRECONSTRUCTION APPROACH

C. APPROACH TO PRICING AND EVALUATING THE DESIGN ALTERNATES IN RELATION TO THE TOWN'S BUDGET.

A vital component of a successful bond vote is first understanding the Town's goals, vision, and operational needs so that they influence every decision made throughout the process. Taxpayers need confidence that the project team is using their money wisely.

DEW is extremely proud of our track record of meeting or outperforming project budgets, and we have never needed to ask taxpayers for additional funding once a bond value has been established.

DEW has recently priced and delivered multiple municipal garage projects in small Vermont communities. In addition, we have extensive experience constructing police and fire stations, although those projects are not reflected in the information below.

We have reviewed the estimate prepared by Bread Loaf. While we have opinions regarding the estimate, we currently lack the institutional knowledge specific to the Waitsfield project to provide definitive conclusions. Any comments we could offer at this stage would simply be opinions.

What we can say with confidence is that DEW consistently builds high-quality, highly efficient facilities at a lower cost than many of our competitors. The examples below are all within 2 years of today.

Competition Pricing:

PROJECT	COST/SF	SIZE
Waitsfield (Per Bread Loaf Estimate)	$414/SF	10,260 SF
Central Vermont (Conor Contracting)	$457/SF	10,000 SF
Central Vermont (Conor Contracting)	$431/SF	13,800 SF
Central Vermont (ReArch)	$528/SF	14,000 SF

DEW Construction Pricing:

PROJECT	COST/SF	SIZE
Northern Vermont*	$285/SF	10,900 SF
Southern Vermont (Budgeted)	$361/SF	9,400 SF
Chittenden County**	$245/SF	16,540 SF
Central Vermont	$345/SF	4,300 SF

*For the Northern Vermont project, the next five bidders submitted proposals that ranged from 10% to 40% higher than DEW's bid. That project remains on schedule and on budget today. **Please refer to the reference letter provided by Don Stewart on page 22.**

**The Chittenden County facility incorporates radiant floor heating and is very similar to the Waitsfield concept, with the primary exception being that the shop area is not a fully electric HVAC system.

DEW's most recent bid for a pre-engineered metal building (PEMB) project was submitted on July 15, 2026. This is a project type that we pursue and deliver regularly.

To establish an accurate cost estimate within 3% and be prepared for the November bond vote, DEW will require the following:

- Completion of PEMB design and structural coordination by the end of August.
- A 100% complete Design Development drawing set by the end of August.
- A clear logistics plan developed collaboratively between the Town and DEW.

PRECONSTRUCTION APPROACH

D. DEW'S RECONCILIATION PROCESS WITH THE DESIGN TEAM

Throughout the SD, DD, CD phases DEW conducts a post-estimated review with the design team prior to any Value Management taking place as required.

Please refer to our preconstruction services estimating process flow diagram for further detail provided on the following page.

E. THE THREE MOST SIGNIFICANT RISKS AND HOW DEW WILL MANAGE EACH RISK

1. Pre-Bond Support, Estimating Accuracy, and Project Definition

Equally important is understanding taxpayer concerns and preparing to address anticipated questions before they are raised. This team must do its homework and be prepared to communicate the need, value, and long-term benefits of the project. A lack of preparation can negatively impact public trust and confidence in the process.

DEW also recognizes the importance of understanding the Town's broader capital planning needs. For example, if future investments may be required for other municipal facilities, bridges, schools, or infrastructure projects, and existing bond obligations are expected to roll off, those factors can influence voter willingness to support the project. Identifying and communicating these impacts early, including any effect on taxpayers, will help the Town present a complete and transparent picture to voters.

As part of the public outreach effort, DEW can assist the Town by preparing a short social media video explaining the project need, benefits, and overall value to the community.

2. Schedule Management and Long-Lead Items

Maintaining the project schedule is critical to the overall success of the project. DEW will manage this risk through the early identification of long-lead materials and equipment, timely execution of the owner contract, and the early release and procurement of critical items.

Potential long-lead components such as the pre-engineered metal building, specialty doors, electrical equipment, and other key building systems will be identified during preconstruction and incorporated into the project schedule. Through proactive procurement planning and close coordination with suppliers and manufacturers, DEW will work to minimize schedule impacts and maintain project momentum.

3. Estimating Accuracy and Managing Today's Volatile Marketplace

Construction pricing continues to be influenced by market volatility, material availability, and supply chain fluctuations. DEW manages this risk through the experience and market visibility of our estimating and preconstruction team, who continually track pricing trends, subcontractor availability, and industry conditions throughout the region.

Risk is further mitigated through the early procurement of potentially volatile materials and equipment, including structural steel, electrical equipment, and petroleum-based products. By identifying pricing risks early and securing critical components when appropriate, DEW can help maintain budget certainty and protect the Town from unforeseen cost escalation.

Our proven preconstruction process, strong subcontractor relationships, and up-to-date market intelligence provide the accuracy and confidence necessary to make informed project decisions and position the project for success.

York Haverkamp
Town Adminstrator
Waitsfield Town Office
4144 Main Street
Waitsfield VT 05673

June 26, 2026

Dear Mr. Haverkamp, I am writing on behalf of Matt Wheaton and DEW.

This letter is coming from someone who was a real sceptic of DEW. I ran Stewart Construction for 35 years and DEW was a regular competitor. My feeling was they were much better at selling construction work than actually doing the work. My opinion has changed.

DEW was one of 6 bidders on the Town of North Hero's new Fire Station and Town Garage. They were low bid by a significant amount. As the Project Director for the town, this left me with significant concerns about DEW's ability to produce the high quality project we expected.

Matt Wheaton met with me shortly after the bids were reviewed. He expressed some concern about me being the town's representative, and I expressed my reservations about DEW. Matt assured me DEW's bid was well considered and accurate, and that he had a top quality team ready to work on the project. I was unconvinced, but we awarded the project to DEW as the low bid.

Everything Matt said has borne out in recent months. Karl Bahrenburg, the Project Manager, and Mike Cadieux, the Superintendent have demonstrated excellent management skills. They are proactive, timely, detail minded, and easy to work with. The project has hit some significant bumps(not of DEW's doing) and they have weathered those inevitable storms well. They have, so far, been a pleasure to work with.

So I am happy to recommend Matt and DEW for your project. Matt's words have proved themselves out in the only way they could; on the job. I am happy to speak with you if you would like additional details.

Sincerely, Don Stewart
802 373 4933

DEW CONSTRUCTION

4. | SURETY AND FINANCIAL STANDING

A. Bonding Letter

B. Claims/Litigation

Surety and Financial Standing. *Provide a current letter from your surety, issued for this solicitation, confirming your firm's single-project and aggregate bonding capacity and stating the surety's willingness to issue performance and payment bonds for a project of this anticipated size.*

Please also state whether any claims have been made against your firm's bonds, and disclose any litigation, arbitration, contract terminations, or liquidated-damages assessments involving your firm within the past five (5) years.

BONDING LETTER

ZURICH

July 14, 2026

Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

RE: **D.E.W. Construction Corp., 277 Blair Park Road, Suite 130, Williston, VT 05495**
Project: **The Charlie Goodman III Town Garage**

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland is currently the surety company for D.E.W. Construction Corp. Zurich American Insurance Company and its subsidiary, Fidelity and Deposit Company of Maryland are rated 'A+ (Superior)'; XV by A.M. Best, hold a certificate of authority as an acceptable surety to the U.S. Department of Treasury and are licensed to do business in all fifty states.

D.E.W. Construction Corp. currently has surety capacity for single project of $100,000,000 and an aggregate capacity of $200,000,000; however, we are willing to consider any bonding needs they may have. Issuance of bonds is subject to application of Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland's usual and customary underwriting standards and risk selection criteria, including, but not limited to, contract terms, conditions, bond forms, and confirmation of complete project financing.

Alliant Insurance Services, Inc. is the surety broker for D.E.W. Construction Corp. Alliant is located at 40 Stanford Drive, 2nd Floor, Farmington, CT 06032. The Account Executive at Alliant is Steve Susanin. His direct telephone number is (860) 269-2165.

This letter does not constitute an assumption of liability. The issuance of bonds is a matter solely between the Surety and Contractor. We assume no liability to you or any third party by the issuance of this letter.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Amanda K. Jovino, Attorney-in-Fact

BONDING LETTER

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Russell M. CANTERBURY, Jessica L. PICCIRILLO, Victoria P. LYONS, S. E. SUSANIN, Diane MORASKI, Megan B. DONOVAN, Amanda K. JOVINO of Farmington, Connecticut**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 05th day of March, A.D. 2026.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 05th day of March, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BONDING LETTER

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of July 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CLAIMS/LITIGATION

DEW has not had any payment or performance bond claims, contract terminations, or liquidated-damages assessments within the past five (5) years.

It is not uncommon for contractors with the size and scope of DEW's operations to occasionally be involved in disputes arising from construction projects. DEW strives to resolve such matters promptly and professionally whenever possible.

2023–Present: Adirondack Medical Center v. DEW Construction & Lavallee Brensinger Architects – Lake Placid Health and Medical Fitness Center (alleged defective design and construction related to the natatorium). This matter remains ongoing. The project owner also submitted a claim under the performance bond; however, the surety largely denied the claim, reserving rights only with respect to a limited warranty item.

DEW CONSTRUCTION

5. | COST AND SCHEDULE HISTORY ON COMPARABLE WORK

Cost and Schedule History on Comparable Work. *For three (3) completed projects your firm considers most comparable to this one, provide:*

- *Original GMP or contract amount;*
- *Final contract amount;*
- *Approximate change-order percentage and the principal drivers of any change;*
- *Original and actual substantial-completion dates; and*
- *Owner reference (name, role, and current phone number) authorized to discuss the project. The Town will contact references for all firms using a consistent set of questions.*

CONSTRUCTION AND OPERATIONS FACILITY
CONCORD, NH

DELIVERY METHOD
General Contractor (GC)

CONSTRUCTION COST
Original: $6,417,498
Final: $6,944,116

PROJECT SIZE
29,594 SF

SCHEDULE DURATION
Contract: April 2021 - April 2022
Final: June 2021 - September 2021

OWNER
State of New Hampshire - Department of Transportation
Corey Clark, Chief Engineer | NH DES | Water Division & Dam Bureau
(603) 271-1961
Corey.J.Clark@des.nh.gov

ARCHITECT
Koal Architecure PLLC
Donald Baljda, Architect
(603) 215-7055
donald@koalpllc.com

DEW constructed two new facilities for the New Hampshire Department of Transportation (NHDOT): a 22,719-square-foot Dam Bureau Construction and Operations Facility and a 6,875-square-foot Watershed Bureau building. The facilities featured structural steel framing, bar joist roof and mezzanine systems, and a combination of insulated metal panel and masonry exterior wall assemblies. The larger facility also included a dedicated office wing constructed with steel stud framing and masonry walls, creating modern operational and administrative space for NHDOT personnel.

Approximate Change Order Percentage: **8.21%**
Principal Drivers: **Owner added scope.**

WESTMORELAND FIRE STATION
WESTMORELAND, NH

DELIVERY METHOD
Construction Management (CM)

CONSTRUCTION COST
Original: $2,150,000
Final: $2,169,008

PROJECT SIZE
6,500 SF

SCHEDULE DURATION
Contract: May 2023 - January 2024
Final: May 2023 - December 2023

OWNER
Town of Westmoreland NH
Steven Horton, Owner
(603) 313-9333
stevnhorton@gmail.com

ARCHITECT
Michael Petrovick Architects, PLLC
Michael Petrovick, Owner, Architect
(603) 491-2536
mpetrovick@mjparchitect.com

New construction of a 6,500 GSF fire station to replace the existing facility for the Town of Westmoreland, NH.

The new building features three-truck bays, office space, and crew areas. Additionally, an emergency generator was installed to ensure that the building can function as an emergency facility. The new fire station is situated on the same site as the old facility, which is located in close proximity to the Westmoreland Town Hall and the Post Office. Throughout the construction process, special precautions were taken to safeguard existing facilities such as parking lots, utilities, and walkways.

Approximate Change Order Percentage: **0.88%**

BRATTLEBORO WEST FIRE STATION
BRATTLEBORO, VT

DELIVERY METHOD
Construction Management (CM)

CONSTRUCTION COST
Originial: $1,293,800
Final: $1,306,375

PROJECT SIZE
4,620 SF

SCHEDULE DURATION
Contract: August 2016 - February 2017
Final: August 2016 - February 2017

OWNER
Town Of Brattleboro VT
Steven Horton, Owner
(603) 313-9333
stevnhorton@gmail.com

ARCHITECT
Northeast Collaborative Architects, LLC
Ray Giolitto, Principal
(860) 344-9332
rgiolitto@ncarchitects.com

Demolition of the old fire station and new construction of a 4,620 SF free standing wood framed fire station in West Brattleboro, VT. The building includes a three-bay apparatus bay, clean and dirty decontamination rooms, gear extractor room, shop, living quarters, and offices. The building is a single story with a mechanical mezzanine.

The exterior includes cementitious siding, PVC trim, and asphalt shingle roofing. The site work is minimal but includes a new water/sprinkler service line, sanitary waste, and large apron slab.

Approximate Change Order Percentage: **0.97%**

DEW CONSTRUCTION

6. | RELATIONSHIP DISCLOSURES

Relationship Disclosures. *Briefly describe prior working relationships between your proposed team members and (a) MH2 Architecture Studio or its principals, and (b) the Town of Waitsfield, including prior involvement with this project or its predecessor design work. This information is requested for completeness and transparency; prior involvement is neither required nor disqualifying.*

RELATIONSHIP DISCLOSURES

MH2 ARCHITECTURE STUDIO / PROJECT TEAM RELATIONSHIPS

DEW has not previously worked with MH2 Architecture Studio as a firm. However, several members of the proposed project team have established professional relationships that predate the formation of MH2. Prior to joining their current organizations, MH2 principals, along with DEW's proposed Project Manager, Brian Norfolk, and Superintendent, Sean Murphy, worked successfully while employed by Bread Loaf Corporation. Following Bread Loaf's closure, Michael and Mitch formed MH2 Architecture Studio, while Brian and Sean joined DEW. These prior working relationships provide familiarity among key members of the project team and promote effective communication and collaboration.

TOWN OF WAITSFIELD, VT

DEW has not previously performed work for the Town of Waitsfield and has had no prior involvement with the current Town Garage project or its predecessor design efforts.

DEW has, however, completed projects throughout Central Vermont, including the Northern Power Systems Expansion in Waitsfield, and has successfully delivered projects throughout Washington County and the surrounding region.

BUILDING WHAT MATTERS MOST

277 Blair Park Road
Suite 130
Williston, VT 05495
p 802.872.0505

The MacMillin Building
17 Elm Street
Keene, NH 03431
p 603.352.3070

150 Dow Street
Tower 4, Suite 441
Manchester, NH 03101
p 603.932.7740

2 Market Street
4th Floor
Portland, ME 04101
p 207.553.3569

www.DEWconstruction.com

Town of Waitsfield —
The Charlie Goodman III Town Garage
Waitsfield, VT

Supplemental Information

July 17, 2026

Submitted to:
Town of Waitsfield
Attn: York Haverkamp

Submitted by:

ReArch CONSTRUCTION

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ReArch CONSTRUCTION

July 17, 2026

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

Re: The Charlie Goodman III Town Garage

Dear York,

Thank you for the opportunity to provide this supplemental information in support of ReArch Construction's qualifications for the Waitsfield Town Garage project. We appreciate the Committee's continued consideration and welcome the opportunity to further demonstrate our approach to preconstruction, fee structure, cost control, scheduling, and project delivery.

This project is an excellent fit for our team. In addition to recently completing the Lebanon Fire Station, ReArch is currently serving as Construction Manager for the new Warren Town Garage. That experience, combined with our familiarity with the Mad River Valley and local subcontractor market, positions us to deliver exceptional value. We also look forward to partnering with MH2 Architecture Studio and the Town of Waitsfield to bring this important project to fruition.

ReArch will bring value to the Waitsfield Town Garage project by providing:

- ✓ Disciplined preconstruction leadership that aligns scope, budget, schedule, and constructability from the earliest stages of design.
- ✓ Accurate estimating and cost management supported by real-time pricing, continuous cost modeling, and transparent budgeting.
- ✓ A competitive, transparent fee structure with open-book communication and responsible contingency management.
- ✓ Proven cost and schedule performance delivering comparable municipal projects on time and within budget.
- ✓ Strong financial stability and bonding capacity that provides confidence throughout the life of the project
- ✓ Collaborative leadership that fosters strong partnerships with the Town, MH2 Architecture Studio, and project stakeholders.
- ✓ The recent addition of Senior Estimator Fred Bellucci further strengthens our team. Fred brings decades of experience delivering municipal facilities throughout Vermont, along with firsthand familiarity with the Waitsfield Town Garage project, adding valuable continuity and expertise to an already experienced team

Thank you for your consideration. We appreciate the opportunity to submit this supplemental proposal and look forward to partnering with the Town of Waitsfield and MH2 Architecture Studio to deliver a successful project.

Sincerely,

Executive Vice President, ReArch Construction

About ReArch

Founded in 2003, ReArch currently has 85 employees, representing both office and field staff dedicated to exceeding client expectations on every project.

ReArch Construction's Executive Team includes:

CEO: John Illick
President & Chief Estimator: Bert DeLaBruere
Executive Vice President: Chris Huston
VP of Construction: Ben Roll
CFO: Christa Vandevord

With headquarters in South Burlington, Vermont, and offices in Lebanon and Portsmouth, New Hampshire, ReArch is a construction management, design-build, real estate development, and property management firm serving clients throughout Northern New England.

Successful projects begin long before construction starts. They begin with listening, asking the right questions, and helping owners make informed decisions with confidence. At ReArch, we invest heavily in preconstruction because the decisions made early have the greatest impact on cost, schedule, quality, and long-term building performance.

Rather than simply managing construction, we become a trusted partner throughout the entire process. We take the time to understand our clients' goals, challenges, and vision, then work collaboratively with owners, architects, engineers, and trade partners to develop thoughtful solutions that reduce risk, create value, and keep projects moving forward.

Our proactive, technology-driven approach provides real-time information that empowers better decision-making from planning through project completion. By identifying challenges early, evaluating options, and adapting as projects evolve, we help deliver high-performing buildings that meet today's needs while creating lasting value for the future.

Executive Team: L-R Christa Vandevord, Bert DeLaBruere, John Illick, Ben Roll, Chris Huston.

OUR PURPOSE

At ReArch Construction, our purpose is to help clients make informed decisions that lead to exceptional project outcomes. Through collaborative partnerships, proactive leadership, and thoughtful planning, we deliver high-performing buildings that create lasting value for our clients, our employees, our communities, and our company.

2019 to 2026 BEST PLACES TO WORK IN VERMONT

BOB VERMONT BUSINESS MAGAZINE'S Best of Business Awards

VERMONT BUSINESS GROWTH AWARDS

At ReArch, we're more than construction managers—we're advocates, collaborators, and problem-solvers committed to helping our clients bring ambitious ideas to life.

1. Project Team

1. a-b) Project Team and Key Personnel

Chris Huston
Project Executive

Kurt Naser
VP of Preconstruction

Ben Roll
VP of Construction

Fred Bellucci
Senior Estimator

Majken Poley
Project Manager

Current Projects
Landmark College Student Center
(Complete NOV 2026)

Anticipated Projects
O'Brien Center
(Fall 2026 Pending funding)

Craig de Brigard
Superintendent

Current Projects
Warren Town Garage
(Complete MAY 2027)

Anticipated Projects
None assigned

Pete Duda
Director of Health, Safety & Risk Management

Acknowledgment of Team Member Substitution Policy:
Should ReArch be selected as the construction management firm for the Waitsfield garage project, the team members listed above will be assigned to the project. We understand that any substitution will require the Town's approval.

Chris Huston, AIA, LEED AP

Executive Vice President

Chris has spent 34 years specializing in the permitting, design, and construction of municipal facilities, including 14 years at a Design-Build firm in Middlebury where he served as Vice President of Architecture. He will leverage his extensive experience to verify project scope, review constructability, and ensure the Town's requirements are fully understood and accurately reflected in the budget. Chris will also provide leadership on building envelope design, permitting coordination, and sustainable building strategies to support the project's long-term performance.

EXPERTISE

- Preconstruction
- Green Building Design
- Energy & Sustainability
- Architecture
- Design
- Construction

INDUSTRY EXPERIENCE

- Education & Learning Environments
- Office
- Municipal
- Institutional / Higher Education
- Healthcare/Biotech
- Historic Preservation

EDUCATION & CERTIFICATIONS

- Bachelor of Architecture, Cum Laude
- LEED AP 2004
- NCARB Certified
- Vermont Architecture License

ENVIRONMENTAL LEADERSHIP

- Efficiency VT Professional Advisory BD
- VGBN, Past Board VP
- Middlebury Climate Initiative– Energy Task Force Chair
- EVT Better Buildings by Design Conference– "Net Zero Energy Lessons"

Relevant Experience

Warren Town Garage – Warren, VT

- Located on a former gravel pit along Vaughn Brown Road in Warren, Vermont, the Warren Town Highway Garage is a new municipal facility designed to support the town's public works operations. The project includes a 12,200 SF, single-story highway garage with a 1,825 SF mezzanine, providing efficient space for vehicle storage, maintenance, and operations. A dedicated salt shed is also included on the site to support winter road maintenance. Designed to meet the functional needs of the Town of Warren, the project broke ground in the spring of 2026.

Lebanon Fire Station – Lebanon, NH

- The original 1954 structure was demolished to make way for the modern fire station that tackles the challenges of today and beyond. The new station includes sufficient space to accommodate fire apparatus, a decontamination area, secured controlled access, an individual climate control mechanical system, separate locker rooms, and solar panels. Additionally, the new station includes infrastructure for electric vehicle charging. It's prominent location, centered on the Colburn Park is ideal for this high profile facility.

Mount Snow Operations Building - Dover, VT

- ReArch had to rebuild the facility in the same footprint of a building destroyed by fire, updating features and functionality, while still working within the budgetary limitations of the insurance claim. Renovations on the main level included several new overhead doors for each of the resort's operation divisions (electrical, plumbing, automotive, etc.). The second floor included administrative offices.

Central Vermont Solid Waste Eco Depot – Berlin, VT

- The new Eco Depot facility, currently in construction, will serve as the headquarters for all CVSWMD programs including its hazardous waste facility, recyclables collect, outreach, school zero waste and administration and central offices.

Chittenden Solid Waste District MRF – Williston, VT

- The CSWD Materials Recovery Facility (MRF) sorts and prepares blue-bin recycling for market and will provide Vermonter's with affordable in-state processing of recyclable material. Scheduled to be complete in January of 2027, the $38M facility is over 74,000 SF and includes cutting-edge technology as well as a dedicated education space with a public viewing platform.

Additional Experience Prior to ReArch

Landmark College Maintenance Building - Putney, VT
Middlebury Fire Station - Middlebury, VT
Antrim Police Department - Antrim, NH
Vergennes Police Station - Vergennes, VT

Kurt Naser

Vice President of Preconstruction

As VP of Preconstruction, Kurt will manage the value analysis and constructibility review process to ensure all options are reviewed and priced for consideration. Kurt's construction background includes subcontractor management, procurement, bid package coordination, logistics, scheduling, quality control, change management and estimating. Prior to joining ReArch, Kurt worked on several highly notable projects throughout New England, serving in a variety of roles including. His technical field and estimating experience brings extreme value to owners and design teams during value engineering, constructability reviews and alternate systems analyses.

EXPERTISE

- Preconstruction Leadership
- Cost Estimating
- GMP Strategy
- Value Engineering
- Constructability
- Risk Management & Cost Control
- Construction Market Analysis

INDUSTRY EXPERIENCE

- Hospitality
- Manufacturing
- Multi-Family
- Master Planning
- Institutional / Higher Education
- Office

EDUCATION & CERTIFICATIONS

- Bachelor of Science, Clarkson University

PROFESSIONAL ACTIVITIES

- Industry Speaker - Vermont Senate Committees, Vermont Development Conference, Regional Forums
- The Preconstruction Podcast - Guest
- Youth Coach - Soccer, Baseball, Skiing

Relevant Experience

Vermont Agency of Transportation (VTrans) District 8 Headquarters – Swanton, VT

- A multi-building transportation maintenance campus designed to replace aging facilities serving northwestern Vermont. The project included construction of a new 12-bay fleet maintenance garage, salt and brine storage facility, administrative offices, extensive site development, utility infrastructure, and heavy-duty pavement systems on a 20-acre campus. Sustainable building features included a wood-pellet heating system, photovoltaic solar arrays, and Level 3 electric vehicle charging infrastructure.

Vermont Agency of Transportation (VTrans) Central Garage Relocation – Berlin, VT

- A state-of-the-art fleet maintenance and operations facility replacing the flood-prone District 6 campus damaged during the 2023 flooding events. The approximately 12-bay maintenance facility consolidates heavy vehicle repair operations, fleet management offices, and central parts storage into a modern, resilient campus located on higher ground. The project includes comprehensive site development, utility infrastructure, heavy-duty pavements, and support systems designed to improve operational efficiency while providing long-term resilience against future flood events.

The Treehouse and Parking Garage at Spruce Peak – Stowe, VT

- The newest development at Vermont's Spruce Peak Resort on Stowe Mountain includes the construction of a 126,000-square-foot residential facility and a new free standing, 65,000-square-foot parking garage for 239 vehicles. The four-story contemporary alpine building consists of panelized wood framing and Douglas Fir glulam mass timber elements over a steel and concrete podium. The building is 100% electric and features 48 luxury slope-side units ranging from two bedrooms to tiered loft-styled accommodations.

Central Hudson Gas & Electric Building 808 – Poughkeepsie, NY

- This new building modernizes the company's headquarters and created service efficiencies. Work included demolition of the existing vehicle maintenance and office building, and construction of the new four-story, 36,000-square-foot facility. The two above-ground floors include open office spaces, training areas and conference rooms, while the two-floor basement allows for large truck maintenance. Extensive sitewide cleanup included removal and disposal of non-hazardous regulated materials such as coal, weathered diesel and glycol, and the demolition of the existing building required extensive geotechnical and site work.

Stratton Mountain Resort Base Lodge – Stratton, VT

- The addition of a second floor to the east and west wings of the original 1960s-constructed Base Lodge added 5,000 square feet of dining areas and increased the capacity by 400 seats. Construction included complete demolition and replacement of food service areas with larger, state-of-the-art kitchens and extensive upgrades to mechanical, electrical, plumbing and fire protection systems. Sitework included excavation for a new elevator pit within the existing building and excavation for waterproofing remediation on the existing foundation.

All listed experience prior to joining ReArch

Ben Roll

VP of Construction

As VP of Construction, Ben oversees the office and field operations of ReArch's construction department to help ensure our projects are delivered safely, on-time, within budget, and with the high quality that ReArch and our clients expect.

Ben has worked on several large scale and technically challenging projects and has been highly efficient in his collaboration with field staff, co-workers, subcontractors, owners, and the design team. Ben's well-rounded perspective and ability to communicate collaboratively with subcontractors, field staff, owners, and the design team are critical.

EXPERTISE

- Construction Management
- Construction Site Operations
- Project Communication
- Quality Control
- Construction Safety
- ProCore (Project Management)
- Primavera P6 (Scheduling)

INDUSTRY EXPERIENCE

- Healthcare / Laboratories
- Office / Commercial
- Museums & Archives
- Education & Learning Environments
- Multi-Family Housing
- Historic Preservation
- Manufacturing / Industrial / Food & Beverage
- Institutional / Municipal
- Sustainable Construction

EDUCATION & CERTIFICATIONS

- B.S. Northern Michigan University
- 30-hour OSHA Certified
- First Aid & CPR Certified OSHA 30 Hour Certification

ENVIRONMENTAL LEADERSHIP

- Member of Building Green Network
- Development of ReArch's Green Job Trailer
- Member of ReArch Construction Sustainability Team

Relevant Experience

Lebanon Fire Station – Lebanon, NH

- The original 1954 structure was demolished to make way for the modern fire station that tackles the challenges of today and beyond. The new station includes sufficient space to accommodate fire apparatus, a decontamination area, secured controlled access, an individual climate control mechanical system, separate locker rooms, and solar panels. Additionally, the new station includes infrastructure for electric vehicle charging. It's prominent location, centered on the Colburn Park is ideal for this high profile facility.

OnLogic – South Burlington, VT

- The three-story 145,000 SF office, production/assembly and warehouse features a highly sustainable mechanical system utilizing **geothermal wells, and energy efficient ground source heat pumps**. The 640 kW roof-mounted solar array covers a large portion of the project's HVAC load and offsets the equivalent of 60 homes per year. It is estimated that the geothermal mechanical system will save approximately 1,574,308 lbs of CO2 per year compared to that of a code-compliant conventional HVAC system. The grounds also include 24 electric vehicle charging stations. $50M

Winooski K-12 School – Winooski, VT

- The Winooski School District project was a complex multi-phased continuously occupied construction and renovation project totaling more than 200,000 SF. The project includes the largest solar array in Vermont and received excellent blower door scores.

Mount Snow Operations Building - Dover, VT

- ReArch had to rebuild the facility in the same footprint of a building destroyed by fire, updating features and functionality, while still working within the budgetary limitations of the insurance claim. Renovations on the main level included several new overhead doors for each of the resort's operation divisions (electrical, plumbing, automotive, etc.). The second floor included administrative offices.

Central Vermont Solid Waste Eco Depot – Berlin, VT

- The new Eco Depot facility, currently in construction, will serve as the headquarters for all CVSWMD programs including its hazardous waste facility, recyclables collect, outreach, school zero waste and administration and central offices. $2M

New England Federal Credit Union Headquarters – South Burlington, VT

- The three-story, 55,000 SF LEED Silver Certified building features large, open spaces and an abundance of natural light. The all-new facility features a mix of open offices, executive suites, high-tech meeting rooms, and a large on-site kitchen and dining room with an automated food service kiosk.

Fred Bellucci

Senior Estimator

As a Senior Estimator at ReArch Construction, Fred supports preconstruction services by providing accurate budgeting, estimating, and project planning expertise. With more than 35 years of experience in the construction industry, he works closely with clients, design teams, and project stakeholders to develop cost-effective solutions and establish a strong foundation for project success. Fred's extensive background in conceptual estimating, procurement, subcontractor negotiations, and constructability reviews allows him to bring valuable insight to projects from the earliest stages of development.

Fred has held leadership roles in estimating, preconstruction, and project management throughout his career, contributing to a diverse portfolio of commercial, institutional, public, and federal projects. His experience includes managing estimating and budgeting efforts for projects ranging from $1 million to $40 million in value and supporting annual construction volumes exceeding $30 million. Notable projects he has worked on include the Killington Ski Resort K1 Lodge, Hypertherm's Heater Road facility, and Town Hall Theater.

EXPERTISE

- Estimating
- Construction Management
- Constructability
- Submittals
- Blueprint Reading
- Complex Environments
- Procurement

INDUSTRY EXPERIENCE

- Design-Build
- Historical Restoration
- Sustainable Construction
- Municipal

EDUCATION & CERTIFICATIONS

- B.S. Pennsylvania State University Structural Design & Construction Engineering
- Associate Degree Pennsylvania State U. Architectural Engineering

Relevant Experience

Landmark College Facilities Building – Putney, VT

- A 10,600-square-foot, pre-engineered garage and support facility that now serves as the hub of campus operations. The building includes a groundskeeping maintenance shop, a carpentry shop, a loading dock and receiving area, ample storage, staff offices, a conference room, and space for future expansion. An additional 1,800-square-foot mezzanine provides flexible storage capacity.

City of Burlington, Leddy Park Grounds Facility – Burlington, VT

- The City of Burlington utilized a Design/Build delivery method for its Parks, Trees, and Grounds Facility in Leddy Park to maximize value within a constrained budget while providing modern office, maintenance, and garage space. The project team worked with the City to prioritize program requirements, develop a detailed site and logistics plan, and design a functional, cost-effective facility.

K-1 Lodge – Killington, VT

- The 58,000 SF K-1 Lodge at Killington Resort includes a full-service bar, enhanced dining, additional seating, and unobstructed 180-degree views of the beautiful Vermont mountain landscape. This project also included a re-design of the bus turnaround, skier drop off zone and the upper parking bays.

Stowe Electric Department – Stowe, VT

- Stowe Electric Department consolidated operations from two locations into a new campus along the Little River in the Moscow Village Historic District to improve efficiency and service. The project includes an administrative office and a six-bay garage that centralizes fleet, equipment, and maintenance operations. Extensive coordination with neighboring property owners and the Stowe Development Review Board ensured the facility met operational needs while complementing the surrounding historic district.

Hartford Town Offices – Hartford, VT

- Restoration of 18,000 SF 1890's building in a net zero ready town offices for Hartford, VT. The mechanical system is all-electric air source heat pumps. High performance air sealing and building envelope commissioning, coupled with super-insulated envelope and fiberglass, arched top and triple glazed windows. The building is entirely flood proofed as a result of the gut renovations.

All listed experience prior to joining ReArch

Majken Poley

Project Manager

Majken oversees our construction projects to ensure that they are completed on time and in accordance with all project documentation. She has a wealth of experience with bid procurement, submittal review, construction design, and contract administration, which helps to ensure project quality throughout all phases of the construction process. She also has extensive experience in continuously occupied spaces and with tight project deadlines. Majken is an exceptional communicator, has a great attention to detail, a proactive style and is adept at solving problems.

EXPERTISE

- Project Management
- Project Communication
- Procedure Development
- Contract Administration
- Construction Safety
- LEED Certification
- Continuously Occupied

INDUSTRY EXPERIENCE

- Healthcare
- K-12 Education
- Historic Preservation / Sustainable Construction
- Office / Commercial
- Manufacturing / Industrial / Food & Beverage
- Housing

EDUCATION & CERTIFICATIONS

- B.S. Architectural Engineering Technology, Vermont Technical College
- 30-hour OSHA Certified
- First Aid and CPR Certified
- 12.5-CE hours-ASHE Health Care Workshop

Relevant Experience

Marsh House - Waterbury, VT

- In the heart of downtown Waterbury, Marsh House provides 26 permanently affordable one- and two-bedroom apartment units within a three-story building. The extremely tight building envelope far exceeds standards, testing out at 0.035/CFM50. Built within a very tight site footprint with limited laydown space, the team needed careful coordination for site deliveries from start to finish.

Wentworth Community Housing – Hartford, VT

- Construction of 30-unit energy efficient, Multi-Family Community Housing project at Sykes Mountain, built to Passive House Standards.

Elm Place – Milton, VT

- 30,500 SF, 30 unit, senior multi-family building certified to Passive House standards. The super energy-efficient building will use roughly 65% less energy than those built to today's standard codes.

Copley Hospital New Surgical Center – Morrisville, VT

- ReArch Construction was selected to construct a 19,560 SF surgical suite to replace its existing aging, small, and out-of-date surgical suite. The project includes 3 Operating Rooms, 1 Procedure Room, Central sterile and processing, 12 pre-operative / post-operative beds, new lockers and educational / break area, renovated infusion suite.

UVM Medical Center Dermatology & Opthalmology Fitup – South Burlington, VT

- Two-story 54,000 SF existing core and shell that is being fit up for UVMMC with Ophthalmology on Level 1 and Dermatology on Level 2. Project includes a 2,200 SF addition for staff entry, back of house spaces, and secondary elevator. The project is LEED Certified.

Winooski K-12 School – Winooski, VT

- The Winooski School District project was a complex multi-phased continuously occupied construction and renovation project totaling more than 200,000 SF. The project includes the largest solar array in Vermont and received excellent blower door scores.

Williston Center School Renovation Project – Williston, VT

- A 145,000 SF Renovation to the Williston Central School that was largely a deferred maintenance project. Careful phasing, scheduling and safety measures were taken as the school remained fully occupied during construction.

Craig de Brigard

Superintendent

As a Superintendent, Craig is responsible for overseeing the work of site subcontractors to ensure compliance with contract documents and company policy. Craig takes a lead role in site safety, working closely with all personnel to provide a safe environment while also overseeing ReArch's quality assurance process. Craig helps to identify potential operational challenges and the work processes necessary to avoid or resolve them.

Craig has over 20 years of industry experience, starting his career as a Foreman and Lead Carpenter at a construction company in Colorado, working his way up to a Superintendent in Boston, MA, supervising $10M+ projects of varying complexity. He is proficient in Procore, Bluebeam, and Microsoft Project. Before his career in construction, Craig served as a Maintenance Technician in the United States Air Force on multiple overseas assignments.

EXPERTISE

- Building Science
- Team Supervision
- Field Reports and Documentation
- Quality Assurance
- Customer Service
- Site Safety

INDUSTRY EXPERIENCE

- Multi-Family Housing
- Historic Renovation
- Education & Learning Environments
- Commercial
- Residential

EDUCATION & CERTIFICATIONS

- B.S. Environmental Science, UMass Lowell
- OSHA 30-Hour
- MA Department of Public Safety Construction Supervisor License
- Airman First Class, US Air Force
- Munitions Maintenance Technician

Relevant Experience

Warren Town Garage – Warren, VT (In Construction)

- A new municipal facility designed to support the town's public works operations. The project includes a 12,200 SF, single-story highway garage with a 1,825 SF mezzanine, providing space for vehicle storage, maintenance, and operations. A dedicated salt shed is also included on the site to support winter road maintenance.

Stowe Private Residence – South Burlington, VT

- A ski in/ski out mountainside custom home nestled amongst Switchback Lane, this custom home features high-end finishes, a custom infrared sauna, spa, steam room, outdoor recessed swim spa, hydronic radiant in-floor heat, as well as supplemental forced air heating and cooling. The home's structure comprises structural steel, conventional wood framing, and glue-laminated timbers. The foundation of the building required a soil nail system to support an existing 25-foot tall retaining wall.

The Notch Climbing Gym – Lebanon, NH

- Full service 13,000+SF climbing gym with Banwell Architects and Impact Climbing in the Upper Valley region featuring state-of-the-art climbing equipment.

Central Vermont Solid Waste Eco Depot – Berlin, VT

- The new Eco Depot facility, currently in construction, will serve as the headquarters for all CVSWMD programs including its hazardous waste facility, recyclables collect, outreach, school zero waste and administration and central offices.

***JFK Crossing Apartments – Brookline, MA**

- 42,000 SF ground up construction of a five story podium style building. Below grade parking garage and 1st floor are Type 1A with 23 wood framed apartments above. The site is property line to property line creating logistical complications for the site development. Piles and lagging, underpinning adjacent structures, one sided forms, and shoring of high pressure gas mains to complete the foundation work.

***Parcel U Townhomes – Boston, MA**

- 50,000 SF, 24 unit multi-family housing project in Boston featuring. Designed to be LEED certified, the wood-framed buildings feature double insulated walls, triple pane windows, and high efficiency heating and cooling systems. All units feature open floor plans in a variety of layouts ranging from 1+bed, 1 bath to 3 bed, 2.5 bath, contemporary kitchens with Caesarstone counters and stainless steel appliances, in-unit laundry, garage parking, and designated storage units.

***Reflects experience prior to joining ReArch Company**

Pete Duda

Director of Health, Safety and Risk Management

As Director of Health, Safety & Risk Management, Pete is responsible for overseeing construction projects and all associated field personnel to ensure they are adhering to all ReArch and VOSHA/OSHA safety standards. Pete is responsible for the safety of all ReArch employees, as well as creating, implementing, and managing safety policies that utilize the latest technologies and procedures. He will work with the project team to develop a site specific health and safety plan to ensure all members of the project team, including subcontractors, will be adhering to all health and safety guidelines to keep the project site safe for all field staff and employees.

Pete brings over 30 years of construction experience to the team including over 25 years in a dedicated safety position. He has extensive experience in tight urban environments, high-profile construction and heavy civil work. He understands all phases of construction from preconstruction through project completion.

EXPERTISE

- Health
- Safety
- Wellness
- Loss Prevention
- Risk Management
- Project Scheduling
- Quality Control
- Project Communications

INDUSTRY EXPERIENCE

- Multi-Family Housing
- Historical Restoration
- Manufacturing / Industrial
- Office / Commercial
- Sustainable Construction
- Healthcare / Laboratories
- Institutional / Higher Education
- K-12
- Residential

EDUCATION & CERTIFICATIONS

- B.S. Keene State College
  Safety Studies - Occupational Safety
- 30-hour OSHA Certified
- First Aid & CPR Certified

Relevant Experience

Lebanon Fire Station – Lebanon, NH

- The original 1954 structure was demolished to make way for the modern fire station that tackles the challenges of today and beyond. The new station includes sufficient space to accommodate fire apparatus, a decontamination area, secured controlled access, an individual climate control mechanical system, separate locker rooms, and solar panels. Additionally, the new station includes infrastructure for electric vehicle charging. It's prominent location, centered on the Colburn Park is ideal for this high profile facility.

Central Vermont Solid Waste Eco Depot – Berlin, VT

- The new Eco Depot facility, currently in construction, will serve as the headquarters for all CVSWMD programs including its hazardous waste facility, recyclables collect, outreach, school zero waste and administration and central offices.

Ilsley Library – Middlebury, VT

- 26,000 SF two-story hybrid mass timber addition features a new entry, designated spaces for varying age groups, a community room, a rooftop garden, new bathrooms, a new mechanical system, and an elevator. Designed to respect the massing and symmetry of the quintessential 1924 Carnegie Style Library and to allow nighttime access while securing the rest of the building.

The Putney School – Putney, VT

- 34,000 SF of new construction and site work in (2) two-story dorms. Each dorm consists of (11) two-person dorm rooms and (2) three-bedroom faculty apartments. Project is net-zero ready.

Dexter Richards & Sons Mill – Newport, NH

- ReArch began renovating the historic Dexter Richards & Sons Woolen Mill in Newport, New Hampshire in January 2024. The 85,000 SF building was converted into 70 residential units and common spaces with a total of 94 bedrooms.

*** Broadluxe Condominiums – Boston, MA**

- The renovation and addition included updating two 6-story brick buildings in Boston's waterfront Financial District. The project expanded luxury condominium space and entailed major renovation work surrounding an existing restaurant. The restaurant remained operational during construction, necessitating succinct yet comprehensive communication with owners and restaurant managers.

***Reflects experience prior to joining ReArch Construction**

1. c) Project Team and Key Personnel

TOWN OF WAITSFIELD

MH2 Architecture Studio

ReArch CONSTRUCTION

Preconstruction Services

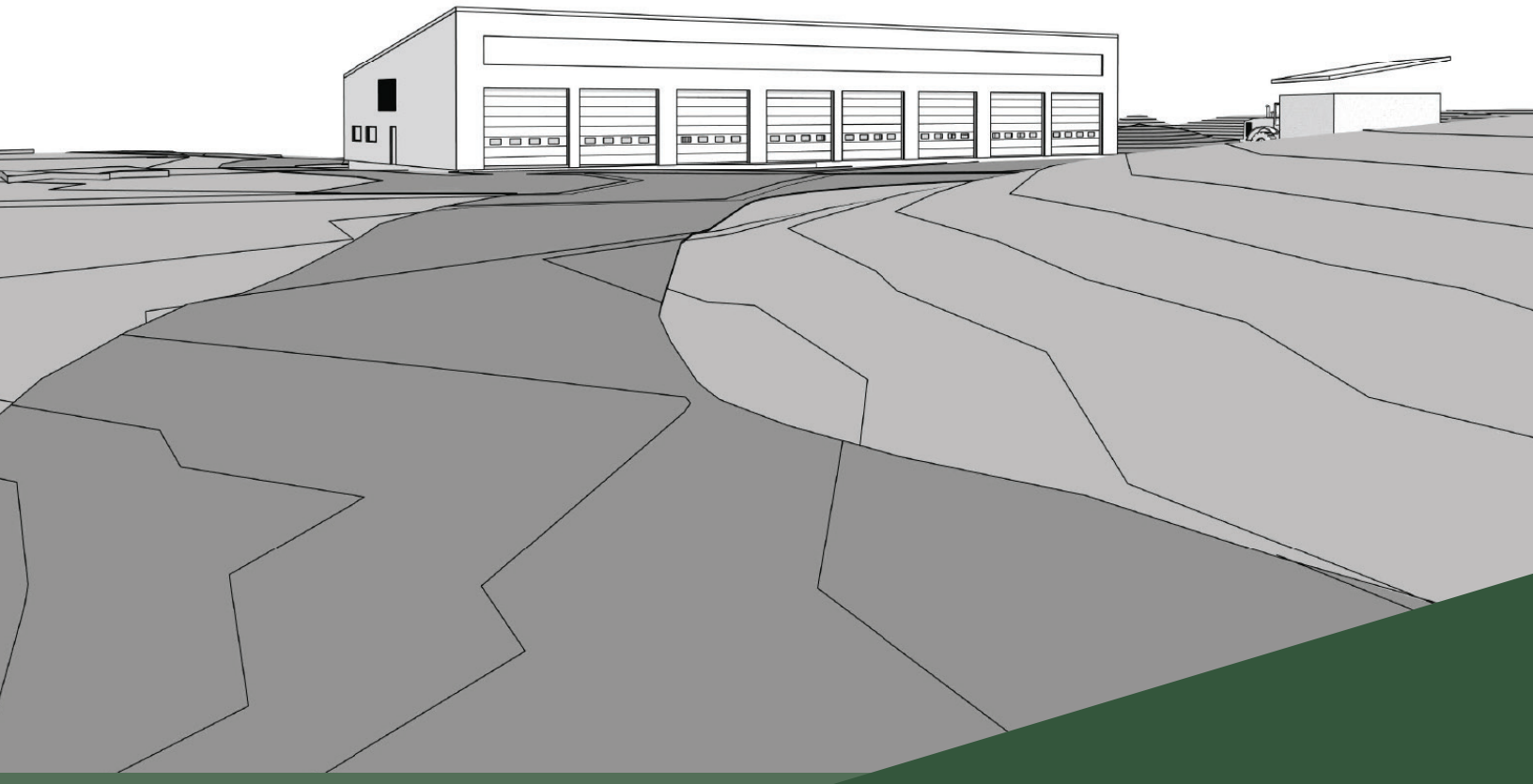
Chris Huston, Executive VP
Kurt Naser, VP of Preconstruction
Ben Roll, VP of Construction
Fred Bellucci, Senior Estimator
Majken Poley, Project Manager
Craig de Brigard, Superintendent

Construction Services

Chris Huston, Executive VP
Kurt Naser, VP of Preconstruction
Ben Roll, VP of Construction
Fred Bellucci, Senior Estimator
Pete Duda, Director of Health, Safety & Risk Management
Majken Poley, Project Manager
Craig de Brigard, Superintendent

Commissioning and Closeout

Chris Huston, Executive VP
Ben Roll, VP of Construction
Fred Bellucci, Senior Estimator
Pete Duda, Director of Health, Safety & Risk Management
Majken Poley, Project Manager
Craig de Brigard, Superintendent



2. Fee Structure

The Charlie Goodman III Town Garage

Waitsfield, Vermont

2.a) Preconstruction Fees:

Preconstruction Schedule:

Preconstruction Start Date:	**31-Jul-26**
Preconstruction Completion Date:	**12-Apr-27**
Preconstruction Duration (Weeks) =	**36.4**
Preconstruction (Months) =	**8.4**

Fee Totals:

Phase 1 Preconstruction (From Award to November Bond Vote)	**$**	**2,000.00**
Phase 2 Preconstruction (From November Bond Vote through Contract Award)	**$**	**8,000.00**
Total Preconstruction =	**$**	**10,000.00**

Preconstruction Detailed Summary:

Description	Pre-Con	Quantity	Unit	Unit cost (2027 rates)	Total	Comments/Notes
Preconstruction:						
Project Executive:						
Attend Team Meetings (SD, DD, CD, Bid review + 1=5 mtgs)	X	10	hrs.	$ 330	**$ 3,302**	Included in Fee
Coordination Between ReArch, Ownership, and A&E Team Members	X	20	hrs.	$ 330	**$ 6,603**	Included in Fee
Project Manager:						
Develop Schedule & Provide Schedule Update as Required	X	3	hrs.	$ 158	**$ 474**	
Develop Site Logistics & Phasing Plans	X	3	hrs.	$ 158	**$ 474**	
Estimating:						
Attend Team Meetings (SD, DD, CD, Bid Review + 1 = 5 mtgs)	X	10	hrs.	$ 216	**$ 2,161**	Virtual and/or in-person Meetings
			hrs.	$ 216	**$ -**	
Provide Design Development Level Estimate	X	16	hrs.	$ 216	**$ 3,457**	
Provide Value Engineering & Cost Saving Recommendations	X	8	hrs.	$ 216	**$ 1,729**	
Provide 100% CD Level Estimate before Bidding sub trades	X	16	hrs.	$ 216	**$ 3,457**	
Subcontractor Bidding & Proposal Evaluation	X	16	hrs.	$ 216	**$ 3,457**	
Develop Owner Contract	X	4	hrs.	$ 216	**$ 864**	

Subtotal Preconstruction =	$	25,978
Discount =	$	(15,978)
Phase 1 Preconstruction (From Award to November Bond Vote) =	$	2,000
Phase 2 Preconstruction (From November Bond Vote through Contract Award) =	$	8,000
Total Preconstruction =	$	10,000

Additional Preconstruction Services to support bond vote such as an informational video or bond vote mailer can be additional services if desired.

The Charlie Goodman III Town Garage

Waitsfield, Vermont

2.b-c) General Conditions

Schedule:

Project Start Date:	12-Apr-27
Project Completion Date:	5-Nov-27
Project Duration (Weeks) =	30
Project Duration (Months) =	7
Garage 9,440sf + Mezzanine 816sf	10,256
Salt Shed	823
Total SF	11,079

Fee Totals:

2.a) Preconstruction Services	$ 10,000.00
2.b) Construction Management Fee = 2.25% of Garage & Salt Shed $4,251,000	$ 95,648.00
2.c) General Conditions (Based on 30 Weeks)	$ 254,236.00
Payment & Performance Bond if required= 0.722% of Garage & Salt Shed $4,251,000	$ 30,428.00
2.g) Contingency - Final Const. Contingency = 1.50% of Garage & Salt Shed $4,251,000	$ 63,765.00
Total Fees =	$ 454,077.00

2.d Percent (%) Markup for Overhead/Profit for self performed work	2.25%
2.f Percent (%) Markup for Overhead/Profit for changes in work after the contract has been established (Change Orders)	2.25% + Applicable GC's

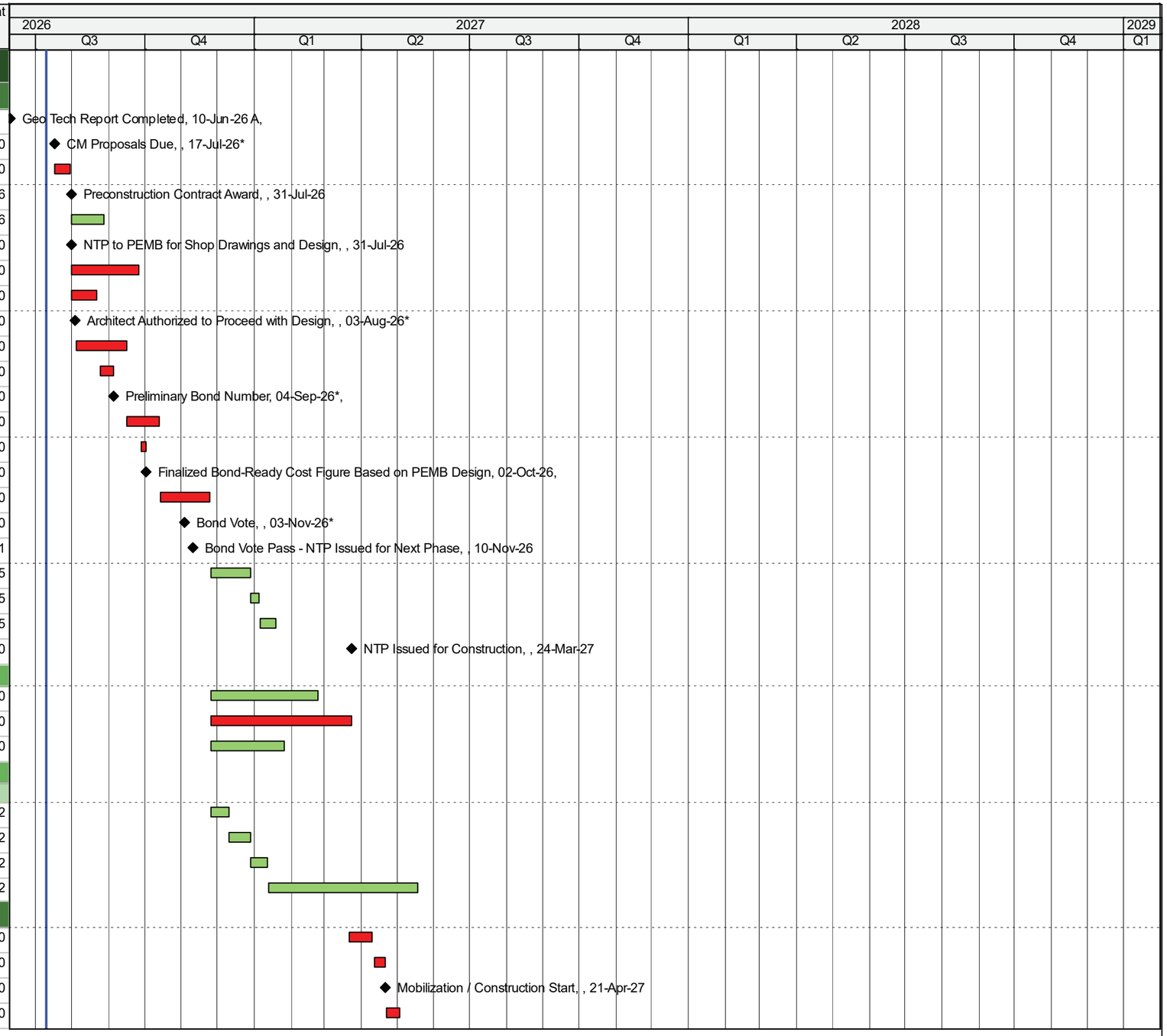
2.c General Conditions Detailed Summary:

Description	CM Fee	Precon	General Conditions	Cost of Work	Total	Comments/Notes
GENERAL CONDITIONS						
Mobilize / Demobilize			X			Included in GC and Super hour totals
Storage trailers			X			Included with Subtrades
Final Cleaning - Finished				X		To be bid with subtrades based on final design
Safety Management			X		$ 5,255	
Project Management			X		$ 74,754	
Superintendent			X		$ 153,866	
Foreman				X		Included in Cost of Work as required
Administration			X			Included in Project Management time
Account & Clerical			X		$ 1,577	
Vehicle Expense & Mileage			X		$ 18,784	
Record Drawings			X			Included in Project Management time
Operating & Maintenance Manuals			X			Included in Project Management time
Punch List / Warrantee			X			Included in Project Management time
Cost attribute to BABA compliance management if required - Add			X		$ -	Add 'Assistant Project Manager @ $110/hour
Other			X			
Total General Conditions =					$ 254,236	

*Any General Conditions or General Requirements items not listed above are to be included in Cost of Work.

** ReArch's Proposal based on AIA Document, A101 Stipulated Lump Sum Contract after bidding out all sub trades.

Activity Name	Planned Duration	Start	Finish	Total Float
Waitsfield Town Garage				
Preconstruction				
Geo Tech Report Completed	0		10-Jun-26 A	
CM Proposals Due	0	17-Jul-26*		0
CM Selection	10	17-Jul-26	30-Jul-26	0
Preconstruction Contract Award	0	31-Jul-26		6
CM Performs Estimate Based on SD Drawings and Geote	20	31-Jul-26	27-Aug-26	6
NTP to PEMB for Shop Drawings and Design	0	31-Jul-26		0
PEMB Design and Shop Drawings	40	31-Jul-26	25-Sep-26	0
Phase II Environmental Site Assessment Report	16	31-Jul-26	21-Aug-26	0
Architect Authorized to Proceed with Design	0	03-Aug-26*		0
Design Development	30	04-Aug-26	15-Sep-26	0
Pricing Update Based on Phase II ESA Report	10	24-Aug-26	04-Sep-26	0
Preliminary Bond Number	0		04-Sep-26*	0
CM Estimate Based on DD Set	20	16-Sep-26	13-Oct-26	0
Update Bond Pricing Based on PEMB Design	5	28-Sep-26	02-Oct-26	0
Finalized Bond-Ready Cost Figure Based on PEMB Desig	0		02-Oct-26	0
Construction Documents	30	14-Oct-26	24-Nov-26	0
Bond Vote	0	03-Nov-26*		0
Bond Vote Pass - NTP Issued for Next Phase	0	10-Nov-26		251
Subcontractor Bidding Period	20	25-Nov-26	28-Dec-26	45
Level Bids and Present Final Budget	5	29-Dec-26	05-Jan-27	45
Execute Construction Contract	10	06-Jan-27	19-Jan-27	45
NTP Issued for Construction	0	24-Mar-27		0
Permitting				
Wastewater Permit Review Period	60	25-Nov-26	23-Feb-27	180
Stormwater Permit Review Period	80	25-Nov-26	23-Mar-27	0
ACT 250 Permit Review Period	40	25-Nov-26	26-Jan-27	200
Procurement				
Pre-Engineered Metal Building				
Update Shop Drawings Based on DD Set	10	25-Nov-26	10-Dec-26	42
Final Shop Drawings Submitted	10	11-Dec-26	28-Dec-26	42
Shop Drawing Review and Approval	10	29-Dec-26	12-Jan-27	42
Fabricate PEMB	90	13-Jan-27	18-May-27	42
Construction				
Hazardous Materials Abatement	15	22-Mar-27	09-Apr-27	0
Demo Existing Building	8	12-Apr-27	21-Apr-27	0
Mobilization / Construction Start	0	21-Apr-27		0
Excavate for Foundations	8	22-Apr-27	03-May-27	0



2. d) Markup on Self Perform Work

ReArch prices its self-perform work as competitive lump sum pricing for the scope of work and do not apply an additional fee to this labor.

2. e) Procedure to Confirm Self-Perform Work is Cost Competitive

ReArch Construction has the capacity for self-perform labor when it is determined through a collaborative process with the project team that there would be a greater added value to the project if ReArch Construction employees fulfill certain subcontractor trade responsibilities.

If deemed appropriate and in the interest of full transparency, ReArch will submit a self-perform bid for the scope of work prior to subcontractor bid submissions.

2. f) Markup on Change Order

ReArch proposes a change order markup equal to the CM fee for the project.

2. g) Construction Contingency

ReArch includes a construction contingency within our stipulated sum to manage risks associated with delivering the project as bid. This contingency is held and administered solely by ReArch and is intended to address contractor-related risks encountered during construction. It is not used to fund Owner-directed scope changes, design revisions, or unforeseen conditions outside the contracted scope of work.
The Town should maintain a separate Owner contingency to address changes in project scope, unforeseen.

- **Schematic Design** – 100% SD Estimate would include 10% Contingency
- **Design Development** – 100% DD Estimate would include 7.5% Contingency
- **Construction Documents** – 100% CD Estimate would include 5% Contingency
- **After Bidding out all trades** – ReArch shall retain 1.5% contingency for our sole use, any remaining contingency greater than 1.5% goes back to the Town.

3. Preconstruction

3. a) Phasing and Logistics

One of the primary objectives during preconstruction will be to develop a comprehensive Site Logistics Plan that enables the Town to maintain uninterrupted operations while ensuring construction proceeds safely and efficiently. The **logistics plan** outlined on **page 33** represents our initial approach and will be refined collaboratively with the Town to ensure it meets the operational needs of both parties.

Key Elements:

- Separate active construction from day-to-day Town operations.
- Establish a dedicated operations area for the Town that includes:
  - Storage trailers
  - Temporary power for lighting, small tools, an air compressor, and a welder
  - Vehicle parking
  - Temporary sanitary facilities
- Maintain two-way traffic access to and from Tremblay Road.
- Maintain uninterrupted access to the Town's material stockpiles.

Based on the information currently available, we do not anticipate that the project will require multiple construction phases. Instead, our focus will be on implementing a well-coordinated logistics plan that ensures safe and efficient operations for both the Town and the construction team throughout the project.

3. b) Procurement for Long Lead Items

The pre-engineered metal building (PEMB) package represents the project's longest and most critical procurement item.The fastest available lead time is approximately 15 weeks from contract award. To protect the overall project schedule, our recommendation is to release the PEMB contract prior to the bond vote, allowing fabrication to begin without delay.

To make this possible, the selected manufacturer must begin shop drawing development approximately eight weeks prior to the bond vote. This early engineering effort requires an estimated investment of $15,000. We recommend the Town authorize this work by September 4, 2026, enabling the contract to be executed immediately after voter approval and avoiding a potential two-month delay to the project schedule.

At this time, we do not anticipate any other material procurement challenges that would impact the schedule. Throughout preconstruction and construction, ReArch will actively monitor all long lead-time items, incorporate procurement milestones into the master schedule, and release bid packages and purchase orders as necessary to ensure materials are available when required. This proactive approach minimizes schedule risk and keeps the project on track from groundbreaking through completion.

3. c) Approach to Pricing Alternatives

ReArch will evaluate and price all design alternates through our standard estimating and value analysis process, providing clear cost, schedule, and constructability impacts to support informed decision-making. Throughout preconstruction, we will work closely with the Town and MH2 Architecture Studio to identify alternates that preserve the project's core program while providing flexibility to respond to evolving budget conditions.

We have found that additive alternates are often an effective strategy for municipal projects. By focusing the base bid on the Town's essential needs, the project can be competitively bid while maintaining opportunities to enhance the facility if bids are favorable. Should pricing trend below the available budget, these alternates can be selectively incorporated to maximize project value without compromising the project's schedule or procurement process.

3. d) Deliverables at Each Design Milestone

Our standard practice based on the level of design that would be complete by August would be a detailed pre-bond estimate that is informed by subcontractor budget values. This detailed pre-bond estimate would be a review and refinement of the work completed to date by Fred Bellucci (formerly with Breadloaf Corp.) To complete this estimate by September 7th we would request the final plan set by August 14th, 2026. While we would perform the full takeoff and pricing internally we would also reach out to subcontractors for budget pricing for the project. By reaching out to the subcontractor community it does three things:

- Drives early interest in the project.
- Secures a spot in their bidding schedule when the project is fully designed.
- Gets the latest "boots on the ground" knowledge of overall pricing and lead-time for equipment.

3. e) ReArch's Reconciliation Process with the Design Team

Reconciliation with the design team is fundamental to ReArch's collaborative approach. Through our Design-Build partnership, ReArch Construction (ReArch) and MH2 Architecture Studio (MH2) work together as an integrated team, providing the Town of Waitsfield with a coordinated design and construction process focused on achieving the project's budget, schedule, and performance goals.

ReArch will prepare detailed Design Development and Construction Document estimates based on the evolving design, current market pricing, and information gathered during ongoing design and coordination meetings with MH2 and the Town. These estimates are reconciled jointly with the design team to verify quantities, scope, assumptions, and pricing, ensuring all project elements are accurately captured and any discrepancies are identified and resolved early.

ReArch and MH2 maintain continuous communication throughout design, allowing cost, constructability, and schedule impacts to be evaluated in real time. Prior to presenting each estimate to the Town, both teams will confirm that the estimate aligns with the current design intent, providing the Town with a complete, coordinated, and reliable cost model to support informed decision-making.

3. f) Three Most Significant Risks

Unsuitable Soils

The Geotechnical Report dated June 10, 2026, prepared by S.W. Cole Engineering, Inc., identifies the potential for unsuitable materials that may require removal and replacement, creating both cost and schedule risk.

To mitigate this risk, ReArch and MH2 will meet with S.W. Cole, the Civil Engineer, and the Structural Engineer early in design to fully understand the report findings and develop the most cost-effective corrective approach. ReArch recently addressed similar subsurface conditions on the Warren Town Garage project, providing current pricing data and practical experience that will help establish a reliable budget and minimize unforeseen costs.

Hazardous Materials Remediation

The Phase I Environmental Site Assessment dated June 10, 2026, prepared by KAS Environmental Science & Engineering, identified the potential for hazardous materials requiring further investigation through a Phase II Environmental Site Assessment. Until the extent of remediation is known, this represents a significant cost and schedule risk.

ReArch recommends the Town proceed with the Phase II ESA immediately so remediation requirements and associated costs are understood prior to September 7, 2026. Identifying these costs before the bond vote will improve budget accuracy and reduce the potential for unexpected conditions during construction.

Schedule & Procurement

Maintaining the targeted construction start requires timely permitting, completion of design documents, and early procurement of the pre-engineered metal building package, the project's longest lead-time item.

To mitigate this risk, ReArch recommends the Town authorize MH2 to continue advancing the design and engage the Civil and Structural Engineers immediately to produce a permit-ready document set. In parallel, we recommend authorizing preparation of the pre-engineered metal building shop drawings prior to the bond vote. This approximately $15,000 investment will allow the fabrication contract to be executed immediately following voter approval, protecting the project schedule and avoiding delays associated with the approximately 15-week fabrication lead time.

Surety and Financial Standing

ACRISURE®
HONORING HICKOK & BOARDMAN INSURANCE GROUP

July 8, 2026

Town of Waitsfield
Attn: York Haverkamp

Re: ReArch Construction – Surety Bonding
Project: Waitsfield Town Garage

Dear Mr. Haverkamp:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to ReArch Construction for single projects of $100,000,000 and an aggregate uncompleted backlog of $200,000,000. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV ($2 billion +) by AM Best and has a US Treasury Limit exceeding $625 million. ReArch has had no losses in over 10 years of surety history. ReArch qualifies for very favorable rates based upon a recent peer analysis of contractors in New England.

If ReArch Construction is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between ReArch Construction, and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Robin W. Faraone, CLCS, CIIP, CRIS
Attorney-in-Fact for Fidelity & Deposit Company of Maryland
Attachment: Power of Attorney

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Scott F. BOARDMAN, Robin W. FARAONE, Paul E. PLUNKETT, Joanne M. VANDYK, Richard S. SMITH, T. Ian SUTHERLAND, Matthew J. CAMPBELL **of Burlington, Vermont,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 01st day of April, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 01st day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of July, 2026.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

4. a) Litigation, Arbitration, Mediation Cont.

ReArch Construction prides itself on developing excellent relationships with Owners and Subcontractors and is extremely proud that we are not currently involved in, or anticipating, any litigation, arbitration or mediation.

Cost and Schedule History

5. a-d) Cost and Schedule History on Comparable Work

PROJECT	NVSWMD	Mount Snow	Lebanon Fire
Original Contract Value	$2,131,882	$5,173,225	$17,756,486
Final Contract Value	$2,208,841	$5,649,076	$18,875,731
Change Value	$76,959	$475,851	$1,119,245
Change Order Percentage	4%	9%	6%
Contract Completion Date	6/24/2025	12/31/2021	4/21/2026
Actual Completion Date	6/18/2025	11/19/2021	3/2/2026
Days Early	6	42	50

For each project noted above, all deltas between the original contract value and the final contract value are associated with owner elected enhancements to the project following contract execution.

5. e) References

Jim Wheatley
Fire Chief
Lebanon Fire Department

(603) 448-8810 EXT 1701
Jim.Wheatley@lebanonnh.gov

Sarah Reeves
Director
Chittenden Solid Waste District

(802) 872-8111
sreeves@cswd.net

Cindy Reid
Director of Real Estate Development
Cathedral Square

(802) 859-8805
reid@cathedralsquare.org

Dana Hart
Director
Ilsley Public Library

(802) 264-1257
spoole@neair.com

Shaun Mulholland
Town Manager
Town of Londonderry

(603) 432-1100 EXT 401
smulholland@londonderrynh.gov

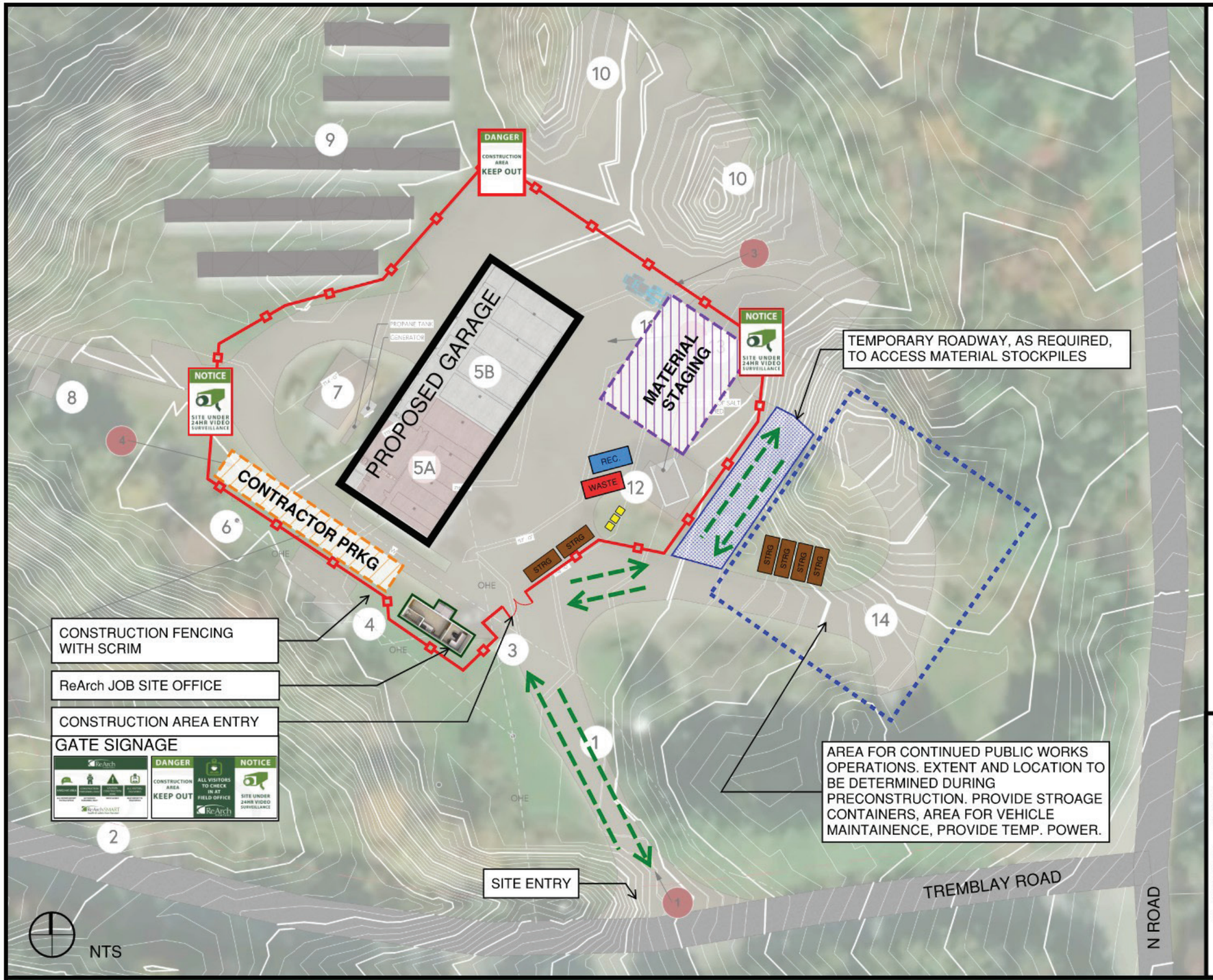
Steve Poole, LEED A
Sales Engineer
New England Air Systems

(802) 264-1257
spoole@neair.com

6. Relationship Disclosure

Fred Bellucci was formerly Vice President of Estimating with Breadloaf Corporation and was actively involved in producing the early estimates for this project. Fred worked hand-in-hand with Michael Housley and Mitch Hager architects from MH2Architecture Studio, who at the time also worked for Breadloaf Corporation. Fred's prior involvement with the Town of Waitsfield consisted of presenting estimates and working through design-build preconstruction for this project. Following the closure of Breadloaf Corporation, ReArch Construction hired Fred as a Senior Estimator.

Additional Information



SITE PLAN LEGEND:

1= TANK ACCESS / FILLER POINT

2= ENTRANCE TO SPAULDING GREENWAY

3= ABOVE GROUND FUEL TANK

4= SINGLE PHASE OVERHEAD ELECTRIC LINES

5A= TOWN GARAGE (EXISTING)

5B= TOWN GARAGE (PROPOSED) 146' X 60'

6= ELECTRICAL PANEL, BACKBOARD FOR SOLAR ARRAY

7= STORAGE / CONTAINERS

8= MISCELLANEOUS MATERIALS / STORAGE

9= SOLAR ARRAY

10= MATERIAL STOCK PILES

11= WINTER SAND LOADER ACCESS POINT

12= SALT SHED (EXISTING)

13= WINTER SAND PILE

14= WINTER SAND SUPPLY ROAD

The following site logistics exhibit is to demonstrate ReArch's approach to early preconstruction planning rather than represent a proposed construction plan. During preconstruction, we will work collaboratively with all stakeholders including the owner, design team, and neighbors to evaluate site access, public safety, contractor operations, emergency egress, material staging, and the impacts of construction on daily operations.

A key component of this process will be assessing how the Road Department can safely and effectively remain operational during construction. By evaluating these considerations early, we will help the project team make informed decisions to minimize disruption while maintaining a safe and efficient construction site.

WAITSFIELD TOWN GARAGE - SITE LOGISTICS

7/15/2026

Warren Town Garage

Warren, VT

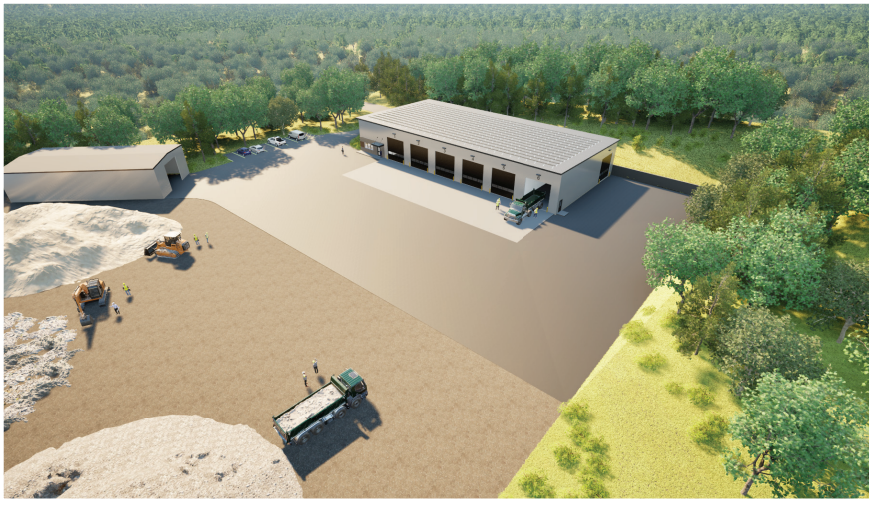
SQUARE FOOTAGE:
14,000

CONSTRUCTION COST:
$7.8M

PROJECT COMPLETED:
In Construction

OWNER:
Town of Warren

ARCHITECT:
Wiemann Lamphere Architects



ABOUT THIS PROJECT:

Located on a former gravel pit along Vaughn Brown Road in Warren, Vermont, the Warren Town Highway Garage is a new municipal facility designed to support the town's public works operations. The project includes a 12,200 SF, single-story highway garage with a 1,825 SF mezzanine, providing efficient space for vehicle storage, maintenance, and operations. A dedicated salt shed is also included on the site to support winter road maintenance. Designed to meet the functional needs of the Town of Warren, the project broke ground in the spring of 2026.

Mount Snow Operations

Dover, VT

SQUARE FOOTAGE:
15,000

CONSTRUCTION COST:
$5.2M

PROJECT COMPLETED:
June 2022

OWNER:
Vail Resorts

ARCHITECT:
Wiemann Lamphere Architects

ABOUT THIS PROJECT:

The project included rebuilding the structure that had previously been destroyed by fire. ReArch had to rebuild the facility in the same footprint, updating features and functionality, while still working within the budgetary limitations of the insurance claim. Renovations on the main level included several new overhead doors for each of the resort's operation divisions (electrical, plumbing, automotive, etc.). The second floor included administrative offices. Special attention was paid to developing a plan for integrating the new structure into a partially rebuilt shop space, which was a large open maintenance bay.

Lebanon Fire Station

Lebanon, NH

SQUARE FOOTAGE:
25,000

CONSTRUCTION COST:
$19M

PROJECT COMPLETED:
Spring 2026

OWNER:
City of Lebanon, NH

ARCHITECT:
Lavallee Brensinger

ABOUT THIS PROJECT:

Designed by Lavallee|Brensinger Architects, safety and efficiency are at the forefront of the design. The original 1954 structure was demolished to make way for the modern fire station that tackles the challenges of today and beyond. The new station includes sufficient space to accommodate fire apparatus, a decontamination area, secured controlled access, an individual climate control mechanical system, separate locker rooms, and solar panels. Additionally, the new station includes infrastructure for electric vehicle charging. It's prominent location, centered on the Colburn Park is ideal for this high profile facility.

Landmark College Operations

Putney, VT

Experience of Chris Huston & Fred Bellucci prior to joining ReArch Construction

ABOUT THIS PROJECT:

To support the College's continued growth and make way for a new athletic field, the existing Facilities Operations building and associated utilities were relocated, allowing for construction of a new 10,600-square-foot pre-engineered facilities building. Serving as the hub of campus operations, the building includes a groundskeeping maintenance shop, carpentry shop, loading dock and receiving area, staff offices, a conference room, ample storage, and space for future expansion. An additional 1,800-square-foot mezzanine provides flexible storage capacity.

FedEx Distribution Center

South Burlington, VT

SQUARE FOOTAGE:
144,000

CONSTRUCTION COST:
$24M

PROJECT COMPLETED:
Spring 2021

OWNER:
SunCap Property Group

ARCHITECT:
S2 Architecture

ABOUT THIS PROJECT:

A fast-tracked 144,000 SF, 4-van line, small-parcel regional distribution center with 3,100 SF of office space and a state of the art vehicle exhaust extraction system. In addition to delivering the full vertical construction management of this successful project, ReArch developed and executed full site infrastructure design and installation; including roadways, parking, storm water mitigation and complete grading and landscaping of site.

Recently Completed Similar Projects

CVSWMD – Eco Depot: Berlin, VT

The new Eco Depot facility will serve as CVSWMD's headquarters for all of its programs and services, including:

- The Household Hazardous Waste Facility
- The Additional Recyclables Collection Center
- Outreach and Education
- School Zero Waste
- Administration and Central Offices

NWSWMD – Fairfax, VT

ReArch Company is currently in construction on the renovation, addition and site improvements to the existing solid waste and recycling center in Fairfax, VT.

In Construction / In Preconstruction

CSWD – Materials Recycling Facility: Williston, VT

The Materials Recycling Facility (MRF), is a manufacturing facility where large loads of blue bin recycling are sorted and processed for market using cutting edge technology. CSWD will supplement the $22 million in approved general obligation bonds and notes with funds from reserves and grants. The loans will be repaid from MRF operating revenue.

State of Vermont – DPS Garage: Colchester, VT

Working with the State of Vermont and Wiemann Lamphere Architects, the ReArch team has worked through the critical preconstruction phase to help bring this Department of Public Safety garage into the construction phase.

Our Approach – The ReArch Way

Team Collaboration

Our team structure is designed to optimize collaboration, information sharing, resource pooling, and document review. Our fully integrated team ensures prompt responsiveness and seamless coordination.

By working together, we can achieve shared goals, ensure transparent communication, and have access to necessary resources. This collaborative approach allows us to remove unnecessary challenges and mitigate risks, setting our projects up for success.

At ReArch, we are more than just a construction company. We see ourselves as educators, constantly striving to provide our clients with informed construction solutions from concept to completion. We aim to help the entire team control time, cost, project scope, and quality, ensuring a smooth and efficient construction process.

With our entrepreneurial thinking and intuitive judgment, we deliver innovative and responsive solutions tailored to your specific needs. We are deeply committed to our clientele and consider it our duty to go above and beyond to exceed your expectations.

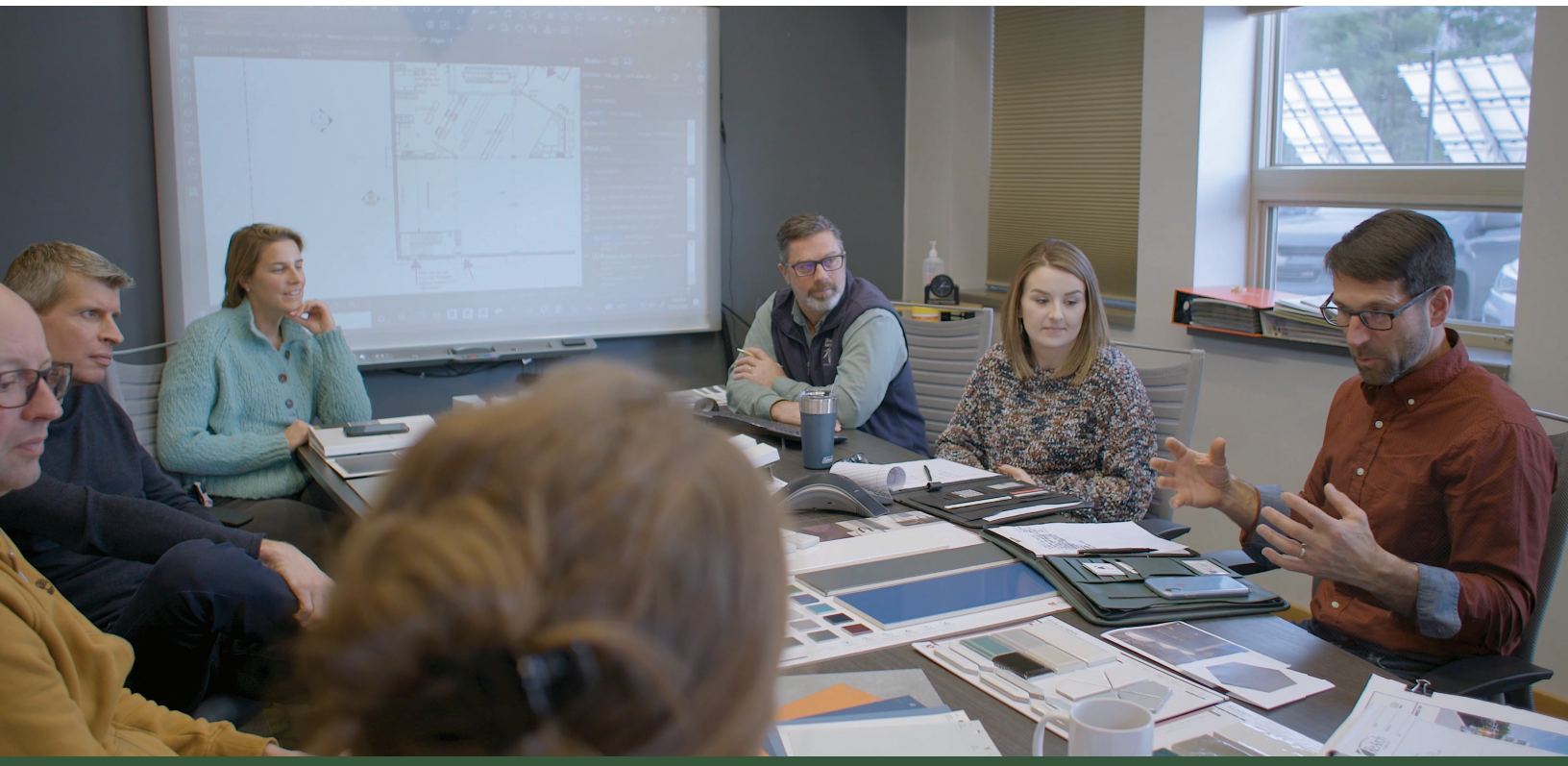
Constructability – Weekly Meetings

Keeping everyone on the same page and updated on construction progress is essential. We hold weekly team meetings to discuss project status, identify risks, and work together to find solutions.

Our goal is to provide the Owner with as much information as possible, allowing intelligent and timely decisions to be made. We manage these meetings to be clear, concise and organized, and we also conduct weekly site walk-throughs to ensure everyone is up to speed on the progress.

During these weekly meetings, our project team will:

- Review any schedule concerns with the Owner and the Architect, providing updated schedules monthly or more frequently if needed.
- Maintain daily communication with our subcontractors to ensure smooth coordination and ensure the project is tracking according to the schedule.



"Preconstruction for this project was paramount. We were trying to mitigate risk on our end ... and Chris and the ReArch team were able to help us come to a conclusion about the design fitting what we were trying to do and achieve it at a cost we could make happen."

Jess Damon
Director, OnLogic

Our Approach – Preconstruction

Preconstruction Management

ReArch Construction is deeply committed to the clientele we serve. We view ourselves as educators first and foremost, assisting owners with informed construction solutions from concept to completion for the purpose of controlling time, cost, project scope and quality. We use entrepreneurial thinking along with reasoned, and intuitive judgment to deliver our clients the ability to make informed decisions which lead to thoughtful, innovative, and responsive solutions.

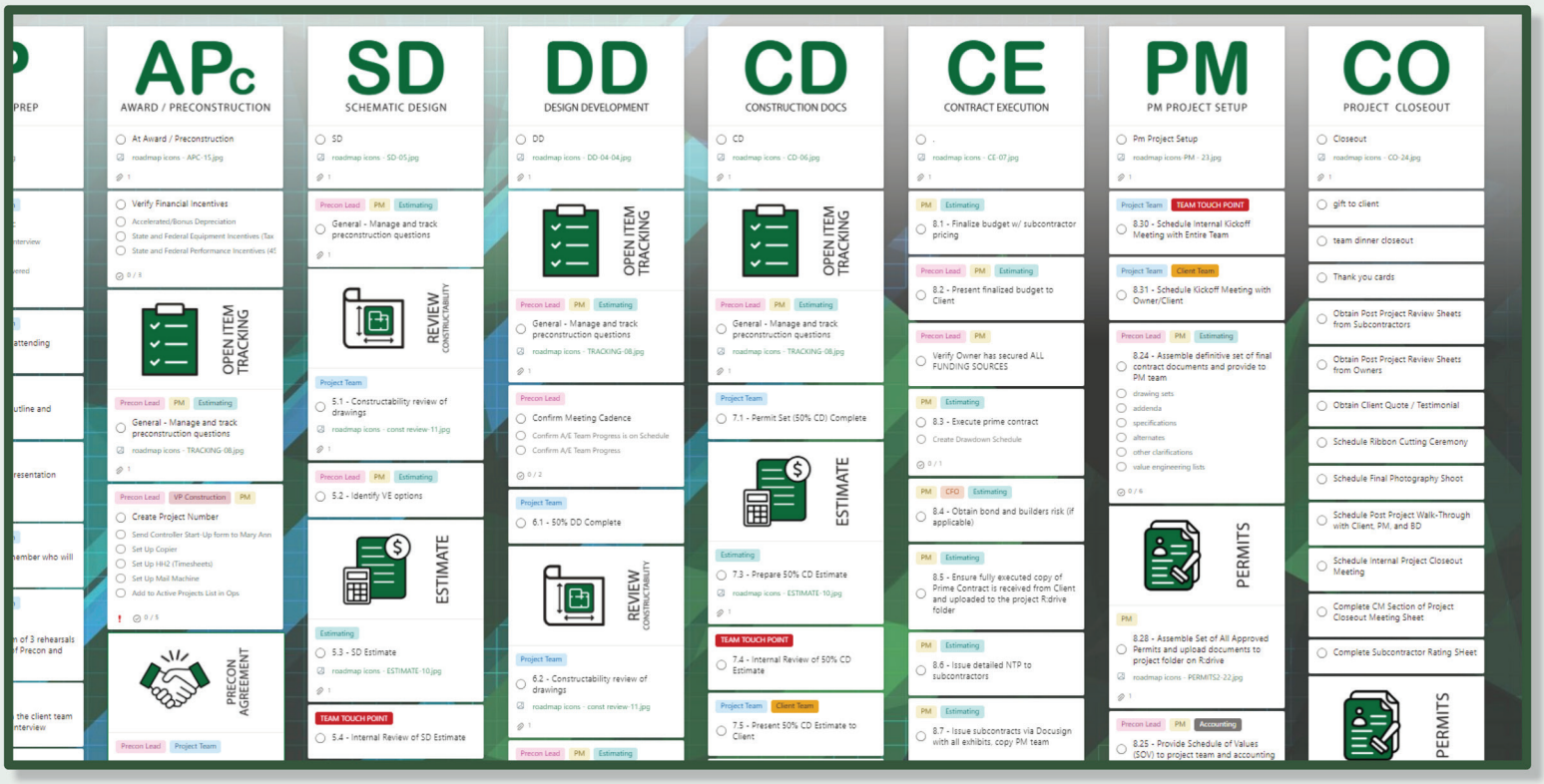
It is during preconstruction where the vast majority of project savings are found, and where the constructability review process leads to scheduling efficiencies and better design opportunities. Our firm's guiding mission is to generate the highest possible value for our clients and therefore we direct considerable attention to the quality of our preconstruction activities, including our estimating and scheduling efforts.

Preconstruction Planning Tool

We have developed a **Preconstruction Roadmap (see snapshot below)** which manages and mitigates the entire team's risk. It is interactive, searchable, and trackable. It allows us to coordinate assignments and task priorities as well as track progress.

Working from left to right it covers each primary phase of preconstruction leading up to the all important handoff to construction.

Throughout this process we turn over every stone to find savings, while not destroying what is sacrosanct to each project. We have to maintain the design intent while meeting the client's budget.



Our Approach: MEP Services

Unique Perspective

ReArch Construction has a unique perspective as a contractor, developer, and facility manager to consider the long-term asset value and maintenance viewpoint during the preconstruction and project closeout and commissioning phases. It also allows us to strategically assist in planning for the future potential growth of a facility, therefore saving the Owner money in future capital expenditures and operating costs. It enables us to work with your facilities team and ensure what is designed and installed is also easy to maintain. Dan Donegan, our MEP Services Manager, will lead this effort as he currently manages almost one million square feet of facilities for ReArch Properties.

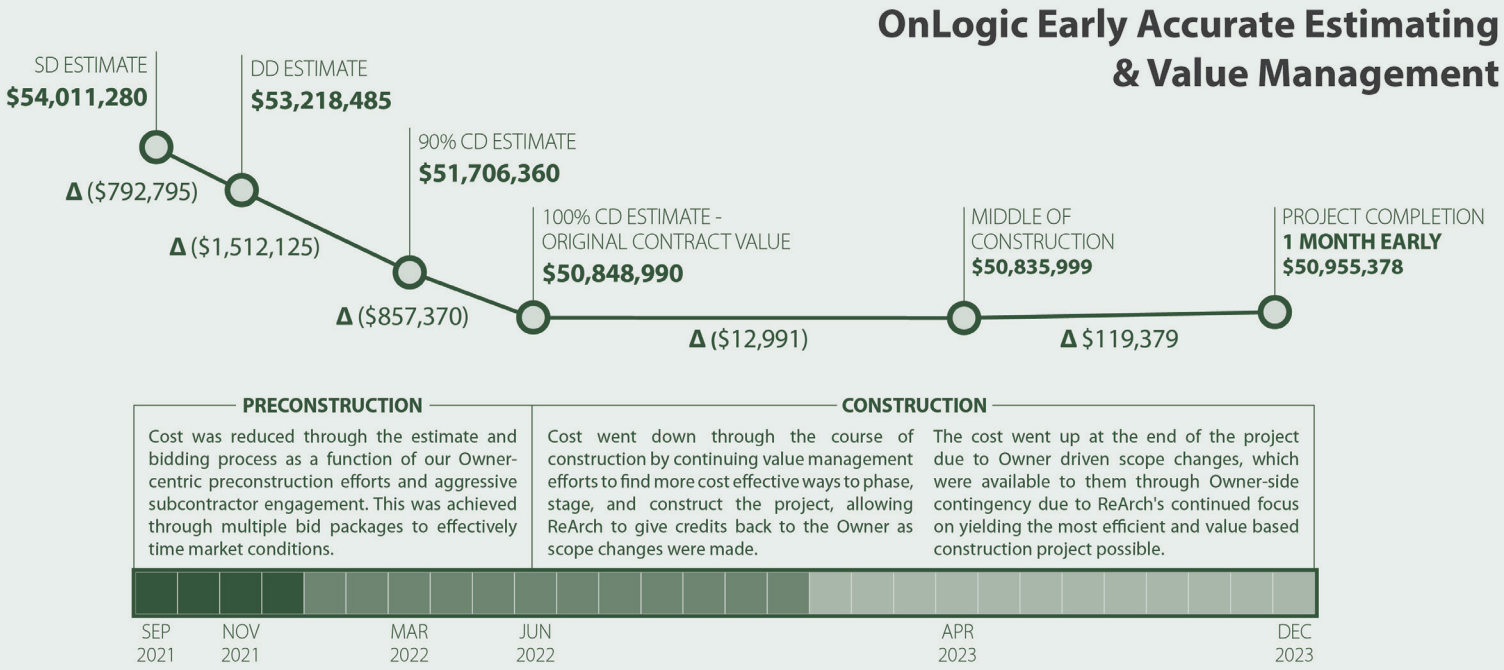
Dan is a resource right from the initial project kickoff process. He communicates with the design team to identify or highlight any potential issues associated with the mechanical, electrical, plumbing, and fire protection systems. Dan participates alongside our estimating team during bidding and submittal coordination to minimize delays during construction. He also reviews milestone drawings to ensure the facility is being designed and built with the efficiency of maintenance and performance in mind, along with maximizing the long-term asset value of the facility. Additionally he visits the site periodically during construction to be our eyes and ears in the field as our MEP Services Manager. He then actively participates in the commissioning and closeout process with the engineers, contractors, and commissioning agent to confirm the systems are running effectively and efficiently.

Mechanical Oversight and Coordination

"ReArch's work site is clean, organized and safe. They have made a number of proactive decisions for the betterment of the State's project that we do not see other construction managers make. Their job meetings are well organized and a pleasure to attend, and they communicate well with all members of the team. Working with ReArch has been a true blessing."

- Ray Rossi, Project Manager - State of Vermont

Example of Early Accurate Estimating



"Thank you also for your excellent work on estimating and thorough work to provide the best value for Putney and our team. In particular your pricing input while we are designing is very valuable."

- Bill Maclay, Maclay Architects

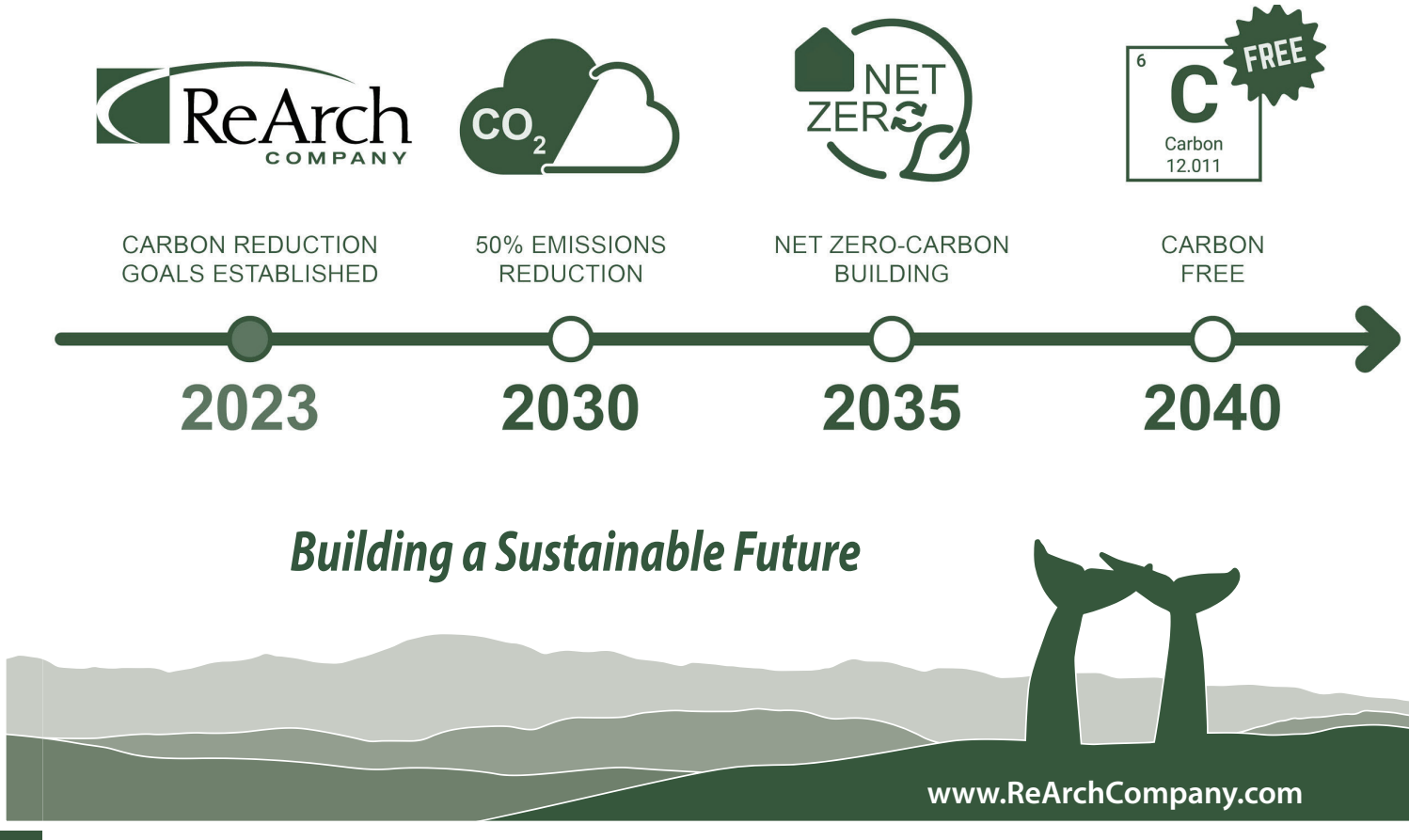
Sustainability

Reducing Our Carbon Footprint

ReArch has considerable experience with executing proper envelope detailing and achieving Net Zero performance requirements. We embrace the idea, that as builders, we have a responsibility to our owners, our communities, and our planet to build the best building we can to reduce our collective carbon footprint while delivering a resilient, durable facility that provides a healthy and productive environment for its inhabitants. To further enhance our commitment to sustainability, ReArch has signed on as a Sustainable Construction Leader in Building Green's Contractor's Commitment to Sustainable Building Practices program. We are members of a national peer network to build a community with regional ties that shares best practices, advocates for, and inspires change in a way that is collaborative, non-competitive, trusting, positive, and results-oriented so that we leverage the construction industry to combat climate change and create healthy environments. At ReArch Construction, we not only talk sustainability, we live it. Each member of our Executive Team owns an EV Car, E-Bike or a hybrid - doing our part to reduce carbon emissions.

ReArch has been a regional leader in implementing new and improved sustainable construction techniques. We are recognized for building the first LEED certified home and the first LEED Certified commercial office building in Vermont. We also proudly built the first Passive House Multi-Family project in our state and the tightest multi-resident housing project in New England.

Our mission at ReArch Construction is to Improve Lives Through the Built Environment. This would not be attainable without a commitment to a sustainable future. ReArch has formed a sustainability team, to set our environmental goals and objectives and to develop and roll out initiatives to help combat climate change.



Energy Efficiency

Net Zero

It is in the preconstruction process where the most value is added. Our Executive Vice President, Chris Huston, has extensive experience with Net Zero buildings and he works diligently on the behalf of our clients to find uncompromising value for your project. Chris's drive to build better buildings recently led the Charlotte Library to transition from a fossil fuel boiler to an electric ASHP system to achieve a Net Zero solar-ready community building. This transition resulted in energy cost savings and reduced reliance on fossil fuels.

Ensuring you are gaining the proper knowledge from the design professionals, along with discussions with the suppliers on the correct methods of installation and involving superintendents/subcontractors in this process, leads to more accurate initial estimates, more efficient and effective implementation, and ultimately, increased value for a project of this nature.

Energy Modeling

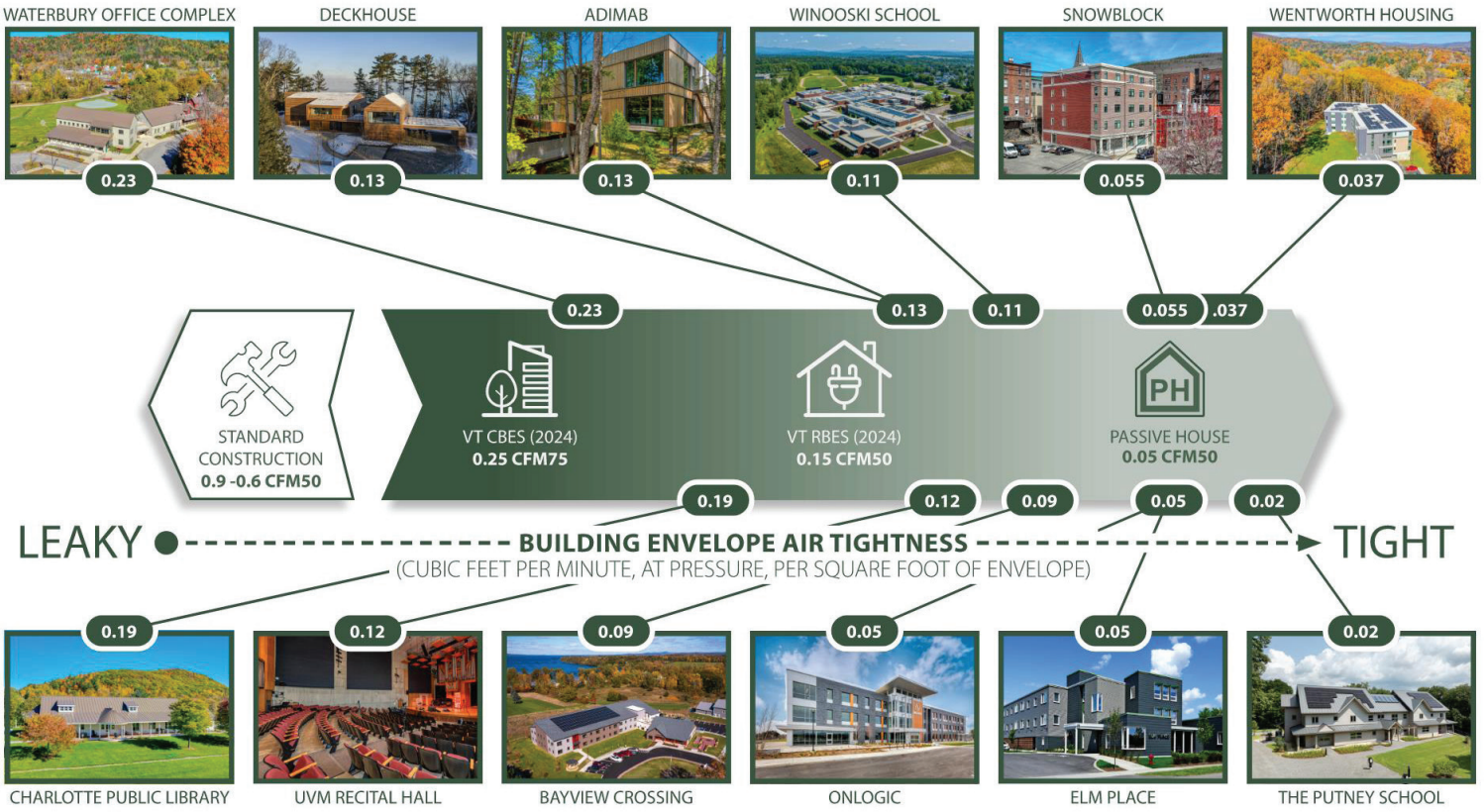
We strongly encourage utilizing energy modeling and analyzing the long-term cost benefit of implementing these types of technology will have on your operating costs. In managing almost a million square feet of properties across VT and NH, we can add valuable input to this process from a long-term asset perspective.

ReArch Construction has had great success and has been on the leading edge of high-performance and sustainable building projects. In all the LEED Certified or Passive House projects ReArch has completed, we were in a construction manager or design/build role, allowing us to be involved in the preconstruction phase. Participating in the integrated design process allows us to share thorough input into maximizing the project value and better educate our team on the diligence needed in specific trade disciplines to achieve the sustainability goals.

Blower Door Testing

ReArch Construction has invested in our own blower door testing equipment. This allows us to periodically test our projects and ensure we are hitting milestone goals and ensuring we will achieve the very best results at the completion of the project. On our recently completed OnLogic project, the teams ability to address air leakage throughout the project allowed for a equivalent to PassiveHouse standards on a project that includes office, manufacturing and warehouse space.

Airtightness Ratings For Recent ReArch Construction Projects



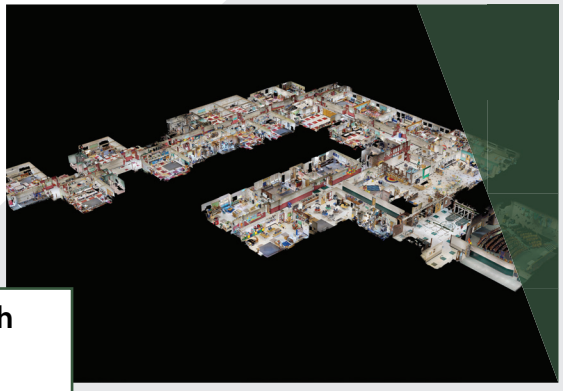
Technology

ReArch utilizes **Procore Project Management** software to organize, create, distribute, and record project information such as drawings specifications, sketches, RFIs, submittals, meeting minutes change estimates, etc.

Procore Benefits:

- ✓ Changes and updates are made to project documents in real time.
- ✓ Accessible on the web 24/7
- ✓ Subcontractors are able to review the final marked up set of drawings as an accurate representation of the finished project.
- ✓ MEP subcontractors keep an additional set of as-built which, once finalized, are compared to ReArch's digital set.

Time-Lapse Video



3D Scanning

Benefits of Working With Our Media Team:

- ✓ **Final Photos**
- ✓ **Progress Videos**
- ✓ **Time-Lapse Videos**
- ✓ **Aerial Photography**
- ✓ **Progress Scans**

Virtual Reality

Photorealistic Rendering

"ReArch is a great company to work with. They are an amazing team of professionals, who are always going the extra mile. Highly recommended!"

Roland Groeneveld
Executive Chair
OnLogic

Vermont Headquarters

88 Technology Park Way, Suite 2
South Burlington, VT 05403

New Hampshire Locations

85 Mechanic Street
Box A-9 Suite E2-4
Lebanon, NH 03766

325 Corporate Drive
Portsmouth, NH 03801

ReArchConstruction.com

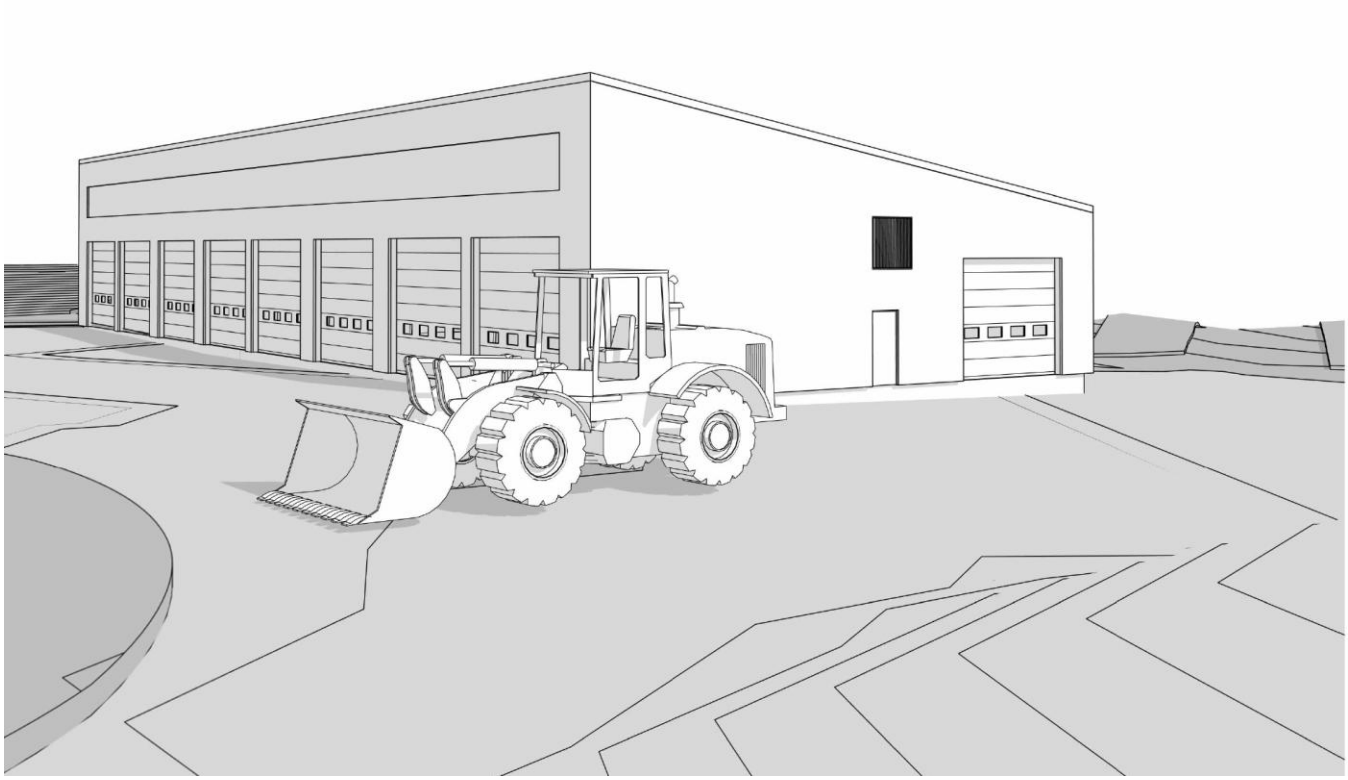
STEWART CONSTRUCTION
A WELL BUILT WORLD

SUPPLEMENTAL INFORMATION RESPONSE — CONSTRUCTION MANAGER SELECTION

Waitsfield Town Garage

761 Tremblay Road · Waitsfield, Vermont

In response to the Town's Uniform Supplemental Information Request dated July 6, 2026



SUBMITTED TO

Town of Waitsfield
Attn: York Haverkamp, Town Administrator
york.haverkamp@waitsfieldvt.gov

SUBMITTED BY

Stewart Construction, Inc.
1191 South Brownell Road, Suite 30
Williston, VT 05495 · (802) 879-0500

A Well Built World

July 16, 2026

York Haverkamp, Town Administrator
Town of Waitsfield — The Charlie Goodman III Town Garage
4144 Main Street, Waitsfield, VT 05673

RE: Supplemental Information Response — Waitsfield Town Garage, 761 Tremblay Road

Dear York,

Thank you for the Town's Uniform Supplemental Information Request of July 6, 2026, and for the information package provided. Our responses follow, organized in the order requested.

We have reorganized our previously submitted qualifications information, and added in the requested fee structures, bonding capacity and personnel information.

Ultimately, our goal is a 3 phased approach. First, we must provide a reliable, clear and competitive estimate in order for the town to pursue a bond vote. Second, we develop a GMP in coordination with the Town, the design Team, and our wide pool of subcontractors in order to provide the best possible building, at the best possible value. Third, we construct a resilient, low maintenance, and efficient garage that meets both the immediate, and growing, needs of the town. At each phase of this process, Stewart Construction is the right partner for Waitsfield.

Respectfully,

Aaron Stewart
President & Owner, Stewart Construction, Inc.

1 PROJECT TEAM & KEY PERSONNEL

The individuals below are committed to the Waitsfield Town Garage in the three roles identified by the Town. Resumes for each are attached, and their responses to Items 1(b) and 1(c) follow.

Preconstruction Lead — Aaron Stewart, President & Owner (supported by Alex Smith, Lead Estimator)

- **Preconstruction:** Leads every estimate milestone through GMP, the alternates analysis, market-testing of the metal building package, reconciliation with MH2, and delivery of the September bond-vote figure. Aaron is the Town's single point of accountability during design.
- **Construction:** Executive oversight, monthly cost and schedule reporting to the Town, and the escalation point for any issue the project team cannot resolve in the field.

Project Manager — Leo Gaudreau

- **Preconstruction:** Constructability reviews at each design milestone, site logistics and phasing planning, the procurement and submittal schedule, and buy-out planning for long-lead packages.
- **Construction:** Day-to-day management of the project: cost control, schedule, RFIs and submittals, subcontract administration, pay applications, and coordination with MH2 and the Town.

Site Superintendent — Moe Rochon

- **Preconstruction:** Means-and-methods input, site logistics and temporary access planning around the Town's winter operations, and the site-specific safety plan.
- **Construction:** Full-time field leadership: subcontractor coordination, quality, safety, protection of the Town's ongoing garage, salt/sand, and fueling operations, and daily communication with the road crew.

b) Current & Anticipated Assignments Through 2027

INDIVIDUAL	CURRENT ASSIGNMENT(S)	ANTICIPATED THROUGH 2027
Aaron Stewart	Company-wide preconstruction and executive oversight	Available to lead Waitsfield preconstruction immediately upon selection
Leo Gaudreau	VTSU Nursing Renovations UVM – Multiple Projects MRUSD – Multiple Projects	VTANG Museum Addition – Complete 1/27
Moe Rochon	Stonecrop Meadows Development	Links at Lang Clubhouse – Complete 2/27

Written Commitment

Stewart Construction confirms in writing that Aaron Stewart, Leo Gaudreau, and Moe Rochon will serve in the roles above if our firm is selected, and that any substitution of these individuals will require the Town of Waitsfield's prior written approval.

2 FEE STRUCTURE

FEE ELEMENT	STEWART CONSTRUCTION PROPOSAL
a) Preconstruction Fee	Fixed lump sum of **$8,500**, inclusive of all estimating milestones through GMP, the September 2026 bond-vote estimate, alternates analysis, and reconciliation with MH2.
b) Construction Manager Fee	**[3.25] %** of the Cost of the Work
d) Markup on Self-Performed Work	**[3.25] %** on the direct cost of self-performed labor and materials.
f) Markup on Change Orders	**[5] %** on all direct costs or additional general conditions

c) General Conditions & General Requirements — Itemized Estimate

Proposed construction duration: **[26] weeks** from mobilization (spring 2027) through substantial completion. The final schedule will be determined by the final construction drawings.

ITEM	BASIS	RATE / WEEK	EST. TOTAL
Site Superintendent (M. Rochon)	Weekly	**$4,500**	**$117,000**
Project Manager (L. Gaudreau)	Weekly	**$1,500**	**$39,000**
Assistant PM / project engineering	Weekly	**$1.300**	**$33,800**
Field office	Weekly	**$400**	**$10,400**
Temporary toilets & facilities	Weekly	**$150**	**$3,900**
Cleaning – Final and ongoin	Lump sum	**$9,500**	**$9,500**
TOTAL GENERAL CONDITIONS & REQUIREMENTS			**$213,600**

e) Confirming Self-Performed Work Is Cost-Competitive

Where Stewart Construction proposes to self-perform a trade (typically demolition, carpentry, finishes, and specialties), that scope is bid competitively alongside the market: we solicit no fewer than three subcontractor bids for the identical scope, submit our own sealed price at the same deadline, and open all bids with the Town. We self-perform only when our price is at or below the competitive market, and the full bid tabulation is provided to the Town on an open-book basis.

g) Construction Contingency

- A CM contingency is carried as a stated line item within the GMP and belongs to the project, not to the CM.
- Every proposed draw is documented on a contingency log with cost backup; no draw is made without the Town's prior written approval.
- The log is reviewed at each monthly owner meeting and travels with each pay application, so the Town always knows the balance.
- At final accounting, 100% of unspent contingency is returned to the Town.

3 PRECONSTRUCTION APPROACH FOR THIS PROJECT

a) Phasing & Site Logistics — Protecting Winter Operations

The controlling constraint is that the Town's existing garage, salt shed, winter sand pile, loader access, and fuel tank must remain fully functional throughout construction. Our logistics plan builds the new facility on its own side of the yard: dedicated construction access and laydown separated from Town circulation by fencing and signage; the winter sand loader route and tank filler point kept clear at all times; and any stockpile relocation completed before mobilization. We sequence so that no utility cutover, crane pick over Town circulation, or access interruption occurs during the November–March operations season, and we walk the phasing plan with the road crew before it is final — the people plowing at 4 AM get a voice.

b) Procurement Strategy for Long-Lead Items

The pre-engineered metal building package and overhead doors drive the spring 2027 start; from award, a PEMB package typically needs four to six months of engineering, fabrication, and delivery. Our strategy: prepare a bid-ready PEMB and overhead-door package during fall 2026 in parallel with the bond process, competitively bid it before the vote, and structure the award as conditional on bond passage. The Town commits nothing before funds are authorized, but engineering starts within days of a successful vote — steel engineers through the winter and delivers for spring erection. Foundation and civil packages are bid on the same track so earthwork begins the moment conditions allow.

c) Pricing & Evaluating the Design Alternates

Each alternate — the raised concrete base wall, the mezzanine, rooftop/site solar, and the insulation upgrade — is carried as a separately priced line from the first estimate onward, each with first cost, life-cycle logic (durability, maintenance, energy), and its effect on the bond amount. The Town then makes each accept/reject decision against real numbers rather than allowances, and we lock those decisions before the pre-bond estimate so the September figure reflects the actual project scope.

d) Estimate Deliverables Through GMP — and the September Bond-Vote Figure

MILESTONE	DELIVERABLE	DESIGN BASIS	TIMING
SD Verification	Current-market check of the schematic set; alternates priced; escalation stated	Enclosed schematic set	Within 3 weeks of selection
Pre-Bond Estimate	Market-tested estimate with a stated confidence range; supplier quotes on PEMB, doors & sitework; inclusions/exclusions list written for voters	SD plus DD-level structure, envelope & civil	September 7–8, 2026
DD Estimate	Full quantity-based update; contingency stepped down as design firms up	Complete DD set	Fall 2026
GMP	Competitively bid trade packages; open-book GMP with stated contingency and allowances	~90% CDs, post-bond	December 2026, holding the spring start

Our recommendation for the bond vote: a market-tested pre-bond estimate with a stated confidence range — not a GMP. A GMP issued in September against schematic-level documents would force us to carry heavy contingency, inflating the bond ask and costing voters for uncertainty rather than construction. Instead, we anchor the estimate in real market pricing — budget quotes from at least two PEMB suppliers, overhead-door suppliers, and sitework subcontractors — carry explicit, visible design and escalation contingencies, and publish it with a confidence range and a plain-language inclusions list the Selectboard can defend at the polls. If the Town prefers a firmer instrument, we will convert the estimate to a not-to-exceed commitment at Design Development. To meet September 7–8 we need from the Town and MH2: alternate decisions by early August; DD-level structural, envelope, and civil information by mid-August; and estimate-question turnaround within three business days. The geotechnical report and Phase I ESA already provided give us what we need to price foundations and earthwork responsibly.

e) Reconciliation with the Design Team

At each milestone we review the estimate line-by-line with MH2 and the Town: quantities are agreed first, then unit pricing, and every variance is logged and resolved in writing — scope gaps are assigned to a line, not left ambiguous — before any estimate is published. This is how the design and the budget stay married between milestones instead of meeting as strangers at GMP.

f) The Three Most Significant Risks — and How We Manage Each

1. Continuity of winter road operations

A construction problem here is a public-safety problem. Mitigation: the phasing and access plan in (a), no winter-season cutovers, protected loader and fuel access, pre-winter milestone gates in the schedule, and a superintendent in daily contact with the road foreman.

2. PEMB lead time colliding with the bond calendar

If steel procurement waits for a passed bond and then starts from zero, the spring 2027 start is lost. Mitigation: the bid-ready, conditionally-awarded PEMB package in (b), so engineering begins within days of the vote and fabrication runs through winter.

3. Hillside earthwork and subsurface conditions

Sloped terrain, ledge, and unsuitable soils are the classic budget-breakers on sites like this. Mitigation: foundation and earthwork pricing built directly on the Town's geotechnical report, early civil bid packages, transparent unit prices for rock and unsuitable material carried in the GMP, and robust erosion control on the Greenway side.

4 SURETY & FINANCIAL STANDING

A current prequalification letter from our surety, Harco National Insurance Company (rated “A” by A.M. Best), issued specifically for this solicitation, is attached. It confirms Stewart Construction's bonding capacity of $20,000,000 single-project / $40,000,000 aggregate and the surety's willingness to issue Performance and Payment Bonds for a project of this anticipated size.

Claims & Litigation Disclosure

- Bond claims: In nearly four decades in business, no claim has ever been made against a Stewart Construction bond.
- Within the past five (5) years, Stewart Construction has had no litigation, no arbitration, no contract terminations, and no liquidated-damages assessments.

5 COST & SCHEDULE HISTORY ON COMPARABLE WORK

The three completed projects we consider most comparable to the Waitsfield Town Garage — by structure, function, and owner type. Each project has an owner reference that can speak to the success of the project.

	BETA TECHNOLOGIES – GENERAL AVIATION HANGAR	HANDY GMC SERVICE CENTER	MILTON HIGH SCHOOL INNOVATION CENTER
Why comparable	23,000 SF Aircraft hangar with storage mezzanine, offices, and single façade of sliding doors	Vehicle service bays, heavy slabs, active-operations site	Heavy renovation and addition, Precon services with bond vote
a) Original contract	$9,427,770	$2,088,386	$1,411,490
b) Final contract	$9,542,121	$2,170,851	$1,418,890
c) Change orders & drivers	Site dewatering and vehicle chargers	Additional wash bay	Additional mechanical equipment
d) Substantial completion (orig. / actual)	7/2023 – 1 month behind due to delayed fire protection equipment	5/2019, on schedule	12/2024, on schedule
e) Owner reference	Katie Clark, Owner/Rep, — (802) 238-4291	Jeff Handy, Owner, Handy Automotive — (802) 233-5003	Matt Grasso – MUSD Director of Facilities – (802)

6 RELATIONSHIP DISCLOSURES

MH2 Architecture Studio

No member of our proposed team has a prior contractual or business relationship with MH2 Architecture Studio or its principals.

Town of Waitsfield

Stewart Construction's involvement with the Town of Waitsfield has been limited to this Construction Manager selection process — our Statement of Qualifications submitted July 2, 2026, and the Town's initial interview. No member of our proposed team was involved in this project's predecessor design or feasibility work.

Thank you for the opportunity to continue in this process.

We are ready to put a reliable number in front of your voters — and then build to it.

Stewart Construction, Inc. · 1191 South Brownell Road, Suite 30, Williston, VT 05495 · (802) 879-0500 · scivt.com

IAT INSURANCE GROUP
Surety

HARCO NATIONAL INSURANCE COMPANY

www.iatinsurance.com **PREQUALIFICATION LETTER**

July 15th, 2026

RE: STEWART CONSTRUCTION

To Whom it May Concern,

Reserving our rights to practice our normal underwriting functions, Harco National Insurance Company, as Surety is prepared to provide favorable consideration to Stewart Construction, future bonding needs who have been an excellent client of ours for several years. In that time there has been no claims activity.

Our willingness to extend surety credit will be based on our underwriting of the account at the time the Contractor requests the Performance and Payment Bonds for any individual project. We maintain absolute discretion to issue said bonds. We provide the above account with a $20,000,000.00 single limit and $40,000,000.00 aggregate but will consider higher limits. Harco National Insurance Company is rated "A" by A.M. Best rating.

Prior to execution, all bonds are subject to the review the terms and conditions of the underlying contract documents by the Surety Company and normal underwriting procedures. Accordingly, this letter does not represent an assumption of liability, neither is it a bid nor performance bond. This letter services only as a bonding reference.

HARCO NATIONAL INSURANCE COMPANY

Sincerely,

Virginia R. Martin, Attorney-in-Fact

New England Regional Office
20 Tower Lane, Suite 350
3rd Floor
Avon, CT 06001

Aaron Stewart
24 Pearl Street, Essex Junction, VT 05452 • (802) 777-0898 • astewart@stewart-construction.com

STEWART CONSTRUCTION
A WELL BUILT WORLD

EDUCATION

Bachelors of Arts, James Madison University
ASHE Healthcare Construction Certificate

WORK EXPERIENCE

2022 – Present: President & Owner, Stewart Construction Inc.
2011 – 2021: Project Manager and Vice President, Stewart Construction Inc.
2008 – 2011: Project Manager / Estimator, De Mattei Construction

Recent Projects

BETA Technologies

- $25,000,000 in facility renovations, expansions and new construction over 4 year including heavy infrastructure R&D spaces, commercial kitchen and dining areas, and a new hangar.
- SCI was brought on early in the design phase to help direct the design towards a manageable budget and brought the project in under budget

Summit at Hillside

- Construction of 2 identical apartment buildings, built simultaneously over 14 months, with a total of 94 apartments.
- The project was completed in 14 months with the first building coming online after 11 months.

Veterans' Affairs Clinic

- $2,900,000 fit up of 17,000sf on Lakeside Avenue in Burlington, VT
- An aggressive schedule and historic building added a twist to a typically straightforward project. The entire project was completed in 12 weeks.

Security Forces and Communications Buildings

- $11 million project for the Air National Guard in South Burlington, VT
- Consisted of base expansion, new public road, and 2 new security buildings

Handy Buick GMC Cadillac

- $2.5 million renovation and addition to existing dealership
- Design/building contract
- Business remained open and active throughout construction with minimal impact on day to day work.

REFERENCES

Tom Getz	Summit Properties	802-310-2120
Jason Villemaire	Vermont Air National Guard	802-660-5293
John Alden	Scott + Partners Architects	802-879-5153

Alex Smith
24 Pearl Street, Essex Junction, VT 05452 • (802) 879-0500 • asmith@stewart-construction.com

STEWART CONSTRUCTION
A WELL BUILT WORLD

EDUCATION

Vermont Technical College, May 2011 – BS Construction Management

WORK EXPERIENCE

DEW Construction Corp. – June 2011 to February 2015 (Project Engineer)

- Adirondack Medical Center – New Construction, Wound Care Center, $11M
- Healthy Living Market – Renovation of Mall Space, $5M
- Eastview at Middlebury – New Construction, Retirement Community, $23.7M
- Riverhouse Apartments – New Construction, Residential Apartments, $11.46M
- Mt Ascutney Hospital and Health Care – Renovation, $4.1M
- Castleton State College Hoff Hall – New Construction, Student Dormitories, LEED Gold Certified, $7.8M
- Bombardier Mass Transit – Facilities Expansion, $16.9M
- Dartmouth Hitchcock Medical Center – New Construction, Medical Office Building $28.3M
- Jay Peak Stateside Hotel & Base Lodge– New Construction, Resort, $20.5M
- Windsor County Courthouse – Historic Renovation, $1.78M

PC Construction - July 2015 to March 2019 (Estimator)
Estimating projects ranging from multi-million-dollar water/wastewater treatment plants to facilities renovations and new builds.

DEW Construction Corp - March 2019 to March 2020 (Estimator)
Estimating projects of different sizes, both new construction and renovations. Working closely with developers to bring projects to reality and getting to GMP.

North Stars Masonry – June 2020 to March 2023 (Estimator/Project Manager)
Estimating projects of different sizes, both new construction and renovations. Preparing and submitting monthly billings, reviewing cost to completes Manpower projections, project coordination.

Leopold A. Gaudreau III
205 Outback Road, Fairfax, VT 05454 • (802) 309-2500 • lgaudreau@scivt.com

EDUCATION

Bachelor of Science, Mechanical Engineering – Clarkson University, Potsdam, NY
Associate Degree, Mechanical Engineering – Wentworth Institute of Technology, Boston, MA
Master of Science in Management – Champlain College (program coursework)
Certified Healthcare Facility Manager (CHFM) – American Hospital Association
Certified Healthcare Constructor (CHC) – American Hospital Association
Leadership & Management and Project Management Certificates – UVM
USAF Crew Chief, F-16 Fighter Aircraft – Honorable Discharge

WORK EXPERIENCE

2024 – 2026: Senior Project Manager, Farrington Construction, Burlington, VT
2023 – 2024: Senior Construction Administrator / Project Manager, University of Vermont
2019 – 2023: Director & Project Manager, Facilities Management, Howard Center
2017 – 2019: Director, Facilities Management, University of Vermont Medical Center
2015 – 2017: Senior Project Manager, University of Vermont Medical Center
2013 – 2015: Facilities Research Engineer, University of Vermont, College of Medicine
2008 – 2013: Facilities Manager / Project Engineer, Northwestern Medical Center

Selected Projects

Burlington Square North & South Buildings – Burlington, VT

- Lead Project Manager for the North & South Buildings, the tallest buildings in the State of Vermont.
- Responsible for all project financials, billing, budget tracking, procurement and contracting; managed drawings, RFIs, submittals and change orders in Procore.
- Certified in Critical Environment Design, cGMP and validation practices, with parallel work on Novartis Pharmaceutical and Technology Square projects.

University of Vermont Medical Center – Burlington, VT

- Managed healthcare projects from renovations to major Central Plant upgrades and clinical fit-ups, organizing utility shutdowns without impacting patient care.
- Directed the relocation of over 500 staff from five locations into a new facility and later led a $26M operational budget as Director of Facilities Management.

Maurice Rochon
24 Pearl Street, Essex Junction, VT 05452 • (802) 349-6450 • moe@stewart-construction.com

STEWART CONSTRUCTION
A WELL BUILT WORLD

QUALIFICATIONS

Construction Superintendent with over 30 years of experience in the construction industry with extensive knowledge and understanding of all building practices. Accomplished finish carpenter.

Major Projects Include:

Bristol Co-Housing

- Superintendent
- Construction of 5 Cottages, 1 Triplex, 1 Fourplex, Renovation of 2 houses, and extensive sitework to create community.

Piper Hill Farm

- Superintendent
- Major Renovation & New Construction of a historic 8,000 sf farmhouse
- Remove home from existing foundation, move to back of lot, install new foundation, place home back on new foundation

BETA Hanger

- Superintendent
- 22,000 square foot new aircraft hanger
- Included foam fire suppression system
- 210 foot sliding hanger door
- Work closely with active airport to ensure safety

Summercrest Senior Living

- 18,000 square foot addition to occupied senior living facility
- Included renovation to 3,000 square feet of existing space
- 24 new apartments
- Maintained strict health and safety precautions to protect seniors living in facility during COVID-19 pandemic

REFERENCES

Jim LaPlante	Key Bank	518 380 0128
Steve Harris	H&H Consulting	802 349 9963
Tom McGinn	Middlebury College	802 443 5022

E.F.WALL & ASSOC.

Building Client Success Since 1970

CM Fee Proposal
Waitsfield Town Garage
Waitsfield, Vermont
July 17, 2026

- **Design-Build**
- **General Construction**
- **Construction Management**

Fee Proposal

INTRODUCTION AND TIMELINE

Basis

Following is our fee proposal to provide comprehensive CM services for the successful completion of the new Waitsfield Town Garage project. Our fees are based upon our understanding of the Pre-Construction and Construction phase needs of the project through:

- Project information provided on July 7, 2026 (plans, 4/28/26 budget, reports, 3/9/26 schedule, etc.)
- Site visit of July 9, 2026
- Pre-Qualification meeting on July 15, 2026 (EFW Qualifications submitted this date)
- July 6, 2026 Uniform Supplemental Information Request provided to EFW on July 15, 2026

Timeline

- Standard AIA contract award and commencement of Pre-Construction services week of July 24, 2026
- Bond vote ready project cost by September 24, 2026
- Construction documents available for project bidding by late fall 2026
- PEMB order and design late fall 2026
- GMP and Construction Phase contract/subcontracts January 2027
- Commencement of construction early spring 2027
- Construction duration ~7 months with beneficial occupancy mid fall 2027

PRE-CONSTRUCTION FEE

E. F. Wall's goal during the pre-construction phase is to work diligently to provide the most reliable cost, schedule and value engineering information possible so that the Waitsfield Town Garage project can proceed with the confidence that the finished facility meets project goals for the best value possible. We will provide the required Pre-Construction services for a **flat fixed fee of $10,000 billing monthly.** Copying expenses, etc., will be billed at invoiced cost.

CONSTRUCTION MANAGEMENT FEE

Our CM fee for this project is **7.5% (seven and one half percent)** of the cost of the work as defined in Article 6 of the current standard AIA A133 contract. The fee includes all insurances not specifically called out as a cost of the work (ie, performance and payment bond costs are a cost of the work); all payroll, accounts payable, job cost accounting and billing functions; and all home office copying, postage, and other non-attributable office expenses.

Fee Proposal

Change Orders

Any additive and deductive change order to the GMP will include the actual cost of the change and the applicable CM fee.

CONTRACTOR'S CONTINGENCY

Contingency amounts carried during the pre-construction phase cover reasonable budgetary costs for known scope areas that have yet to be fully designed/defined. Throughout the iterative design process (Design Development to Construction Document design phases), many scope ambiguities are "designed out" resulting in more definitive project scoping and consequently more reliable and detailed cost estimates.

Ultimately the Contractor's Contingency carried in arriving at a Guaranteed Maximum Price (GMP) for the project will be well documented and justified to the satisfaction of the Town of Waitsfield (TOW) and MH2 Architects (MH2) before progressing to the construction phase. For a comprehensively designed new construction project and a well managed subcontractor bidding phase, we typically see a Contractor's Contingency in the 3-5% range.

Contingency Reduction

As the project progresses, we look forward to continually working with the TOW and WH2 in reducing contingency amounts during the construction phase as "unknowns become knowns" and risks are reduced, allowing project improvements to be incorporated within the GMP if desired. Any contingency amount remaining at final billing will revert to the TOW.

LABOR RATES

E. F. Wall's current northern and central Vermont labor rates follow:

Project Manager:	$130 / hour
Estimator:	$100 / hour
Project Engineer:	$90 / hour
Superintendent:	$110 / hour
Foreman:	$90 / hour
Carpenter:	$80 / hour
Laborer:	$69 / hour
Safety:	$80 / hour
Clerical:	$55 / hour
Welder	$110 / hour

Fee Proposal

GENERAL CONDITIONS

Immediately following is our General Conditions Cost Estimate for the Waitsfield Town Garage project based upon current information and a seven month construction interval. The total estimated General Conditions is **$261,847** with a monthly cost of **$37,071**.

General Conditions Cost Estimate

E.F.WALL & ASSOC.

Waitsfield Town Garage, Waitsfield, Vermont

CM Proposed Monthly and One Time General Conditions

July 17, 2026

Item	Monthly $ Amount	One Time Amount Mar/Apr 2027 Start	Description
Project Management			
Project Executive	NA		INCLUDED IN FEE
Project Manager	$9,998		
Assistant Project Manager	NA		
Project Engineer	NA		
Superintendent	$19,930		
Assistant Superintendent	NA		
MEP Engineer/Manager	NA		
Field Engineers	NA		
Safety Officer	$2,468		
Safety Expenses	$475		
On Site Administrative Support	NA		
Travel/Lodging/Temporary Housing	NA		
Project Vehicles	$2,050		
Surveying	NA		COW (Cost of Work)
Shop Drawings	NA		COW
As-Built Drawings	NA		COW
O&M Manuals	NA		COW
Mobilization/Demobilization	NA	$1,000	
Insurances / Taxes			
General Liability	NA		INCLUDED IN FEE
Worker's Compensation	NA		INCLUDED IN LABOR RATE
Sales Taxes	NA		COW
Field Office Expenses			
Office Trailer	$895	$500	ONE TIME TRUCKING
Office Furniture and Computers	NA		INCLUDED WITH OFFICE EQUIPMENT
Office Equipment	$200		
Office Copier/Scanner	$110		
ProCore	$250		
Supplies	NA		INCLUDED IN FEE
Project Sign		$850	
Temporary Signage	$25		
Telephone	$120		
Postage, Messengers	NA		
High Speed Wired and Wireless Data	$120		
2 Way Radios	NA		
Travel	NA		
Progress Photos	$50		
Miscellaneous General Expenses	$25		
Storage Trailers	$355		
Other	NA		
Other	NA		
Other	NA		
Punch List	NA		COW
Demonstration and Training	NA		COW
Total One Time General Conditions		$2,350	
Total Monthly General Conditions	$37,071		

Total Monthly General Conditions Based on 7 Months	**$259,497**
Total One Time Costs	**$2,350**
Total General Conditions Cost - 7 Months	**$261,847**

TOWN OF WAITSFIELD

MEMORANDUM

TO: Waitsfield Selectboard
FROM: Steve Lewis, Town Treasurer
DATE: July 7, 2026
SUJECT: FY2027 Municipal Tax Rate Calculation

Below is the calculation of the FY2027 municipal tax rate based on the passed budget, the local agreement, and the 2026 Grand List (up 1.89%).

Calculation: Municipal Tax Rate of $0.5932 plus a Local Agreement Tax Rate $0.0046 for a Total Tax Rate of $0.5978.

MUNICIPAL TAX RATE CALCULATION:

Municipal Budget (12-month budget)	$2,903,757
Less Non-tax Revenue	$ (497,730)
Net to be raised by taxes	$2,406,027
Divided by Grand List value of $4,055,786 =	**$ 0.5932 Municipal Tax Rate**

LOCAL AGREEMENT RATE CALCULATION:

Homestead (Veterans' Exemption over 10K)	$1,200.00	x	$2.3287	=	$2,794.44
Non-Homestead	$6,856.00	x	$2.3200	=	$15,905.53
Total Local Contracts					$18,699.97

Divided by Grand List value of $4,055,786 = **$0.0046 Local Agreement Rate**

	FY25 Tax Rate	FY26 Tax Rate	FY27 Tax Rate	Change from FY25
Municipal Tax Rate	0.5825	0.5808	0.5932	+2.14%
Local Agreement	0.0040	0.0029	0.0046	+58.99%
Total Municipal Tax Rate	0.5865	0.5837	0.5978	+2.42%

Note: If the total municipal tax rate was held the same as FY26 at $0.5837 the impact to the budget would be shortfall of $57,365. This would set the municipal tax rate at $0.5791 plus a local agreement tax of $0.0046 for a total tax rate of $0.5837.

WAITSFIELD BUDGET FY26							
General Fund and Capital/Debt Fund							
Revenue:	$ 497,730	Municipal Property Tax "Calculator" - P. 37 Town Report)					
						$ 10,000	All Hazards
Total Expenditures:	$ 2,903,757	(p. 31 town report+ 2000 special articles)				$ 4,000	Hannahs
						$ 100	Our House
Revenue Less Expenditures:	$ 2,406,027	(formula)				$ 15,150	MRV Path
						$ 29,250	Total Appropriations from Town Meeting
Abatements:	$ -					$ 2,874,507	FY27 Proposed Expenses - Town Report P. 34
						$ 2,903,757	Total
Budget - Taxes to be Raised:	$ 2,406,027						
Grand List :	$ 4,050,786	1.76%					
	$ 3,980,614	(Last Year Grand List)					
Municipal Tax Rate	$ 0.5940	Town Report 0.5958%	$ 0.5808				
Amount of Taxes Raised	$ 2,406,027		$ 2,352,696.51	$ 53,330	Impact of holding tax rate level from FY26.		
LOCAL AGREEMENT CALCULATION:							
*FY2026 Ed Rates from the State **							
Grand List:	$ 4,050,786						
Exemptions:	$ 685,583	(Form 411 - Grandfathered, Non-approved [voted])					
				$ 60,612	Net total impact.		
Non-homestead Ed. Rate:	**2.32**	(from state if available)					
cost to taxpayer:	15,905.53						
Vets Exemption > 10K :	120,000.00	(Form 411)					
Homestead Ed rate	**2.3287**	(from state if available)					
cost to taxpayers:	2,794.44						
Local Agreement Rate:	**$ 0.0046**		$ 0.0029	$ 18,699.97			
				$ 11,418.53	FY26		
				$ 7,281.44	Impact of holding tax rate level from FY26.		
Tax Rate & Local Agreement:	0.5986						

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code		Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
Residential I	R1	649	191,804,200	110,174,000	81,630,200	191,804,200
Residential II	R2	205	138,850,500	58,715,200	80,135,300	138,850,500
Mobile Homes-U	MHU	32	1,123,300	684,500	438,800	1,123,300
Mobile Homes-L	MHL	9	1,586,200	813,500	772,700	1,586,200
Seasonal I	S1	0	0	0	0	0
Seasonal II	S2	0	0	0	0	0
Commercial	C	115	53,778,900	1,596,800	52,182,100	53,778,900
Commercial Apts	CA	1	962,700	0	962,700	962,700
Industrial	I	2	2,371,000	0	2,371,000	2,371,000
Utilities-E	UE	12	7,644,700	0	7,644,700	7,644,700
Utilities-O	UO	0	0	0	0	0
Farm	F	9	7,010,000	1,353,100	5,656,900	7,010,000
Other	O	0	0	0	0	0
Woodland	W	9	1,957,000	0	1,957,000	1,957,000
Telecom	TC	6	4,177,300	0	4,177,300	4,177,300
Miscellaneous	M	97	20,607,900	764,400	19,843,500	20,607,900
TOTAL LISTED REAL		1,146	431,873,700	174,101,500	257,772,200	431,873,700
P.P. Cable		0	0		0	0
P.P. Equipment		0	0			
P.P. Inventory		0	0			
TOTAL LISTED P.P.		0	0		0	0
TOTAL LISTED VALUE			431,873,700	174,101,500	257,772,200	431,873,700
EXEMPTIONS						
Veterans 10K		4/4	40,000	40,000	0	40,000
Veterans >10K			120,000			
Total Veterans			160,000	40,000	0	40,000
P.P. Contracts		0	0			
Contract Apprv VEPC		0/0	0	0	0	0
Grandfathered		1/1	305,100	0	305,100	305,100
Non-Apprv(voted)		2/2	441,100			
Owner Pays Ed Tax		0/0	0			
Total Contracts		3/3	746,200	0	305,100	305,100
FarmStab Apprv VEPC		0/0	0	0	0	0
Farm Grandfathered		0/0	0	0	0	0
Non-Apprv(voted)		2/2	244,483			
Owner Pays Ed Tax		0/0	0			
Total FarmStabContr		2/2	244,483	0	0	0
Current Use		79/79	25,144,400	5,548,200	19,596,200	25,144,400
Special Exemptions		11		0	1,014,691	1,014,691
Partial Statutory		0/0	0	0	0	0
Sub-total Exemptions			26,295,083	5,588,200	20,915,991	26,504,191
Total Exemptions			26,295,083	5,588,200	20,915,991	26,504,191
TOTAL MUNICIPAL GRAND LIST			4,055,786.17			
TOTAL EDUCATION GRAND LIST				1,685,133.00	2,368,562.09	4,053,695.09
NON-TAX		46 NON-TAX PARCELS ARE NOT INCLUDED ON THE 411				

TOWN OF WAITSFIELD

Date: July 8, 2026

To: Waitsfield Selectboard

From: Mary Jane Potter, Assessor

Re: E&O Request for Parcels 099047100

Please ask the Selectboard to approve the following E&O authorization.

Assessment on 099047100 from $8,022,100 to $3,898,800

Background: When Waitsfield & Champlain Telecom sent a telecommunication value to the State, other property was incorrectly included. After review, the State issued a new value.

Thank you for your attention to this request.

Sincerely,

Mary Jane

Memorandum

To: York Haverkamp
Town Administrator
Town of Waitsfield

From: Christopher Lathrop, P.E.

Date: July 20, 2026

Re: Meadow Road Bridge Deck Replacement Cost

Mr. Haverkamp,

Per your previous discussions with Dave Conger D&K has prepared an Opinion of Probable Cost to replace the existing Meadow Road Bridge Deck. This exercise is being performed to seek FEMA reimbursement dollars associated with bridge deck damage during storm recovery. The OPCC thus incorporates the work items for replacement of the existing bridge deck only. In reality the bridge will be reconstructed and the bridge deck replacement dollars being requested from FEMA will go towards the construction of the new bridge.

For the purposes of this estimate we have used the existing bridge deck geometry of 13' x 80' to estimate the quantities required to replace this deck. In addition to items such as concrete, steel and curb, D&K has also included additional construction items such as Mobilization/Demobilization and Traffic Control all-inclusive which were developed as a percentage of the deck costs. The OPCC unit prices have been arrived at using recent bid histories and VTrans IPD estimating software. The unit costs included assume 2026 construction which is obviously not the reality. If FEMA allows the existing unit prices to be inflated for future year construction, then the unit prices should be increased by 4%-6% per year which is the current nonresidential construction inflation trend.

Please let us know if you have any questions or concerns,

Regards,

Christopher D Lathrop

Christopher Lathrop, P.E.

Vermont Agency of Transportation

Waitsfield Meadow Road Bridge

Estimate PRELIMINARY - Engineer's Estimate

Phase:	PRELIMINARY	Designed By:	Sean Hsiang
Estimate Date:	13 July, 2026	Reviewed By:	Sean Hsiang
Specification:	Standard Specifications for Construction	Approved By:	Chris Lathrop
Region:	NORTHEAST	Work Type:	BRIDGE CONSTRUCTION
Town:		Highway Type:	LOCAL
Advertising Season:	NON CONSTRUCTION SEASON	Urban/Rural:	RURAL
Description:	Meadow Road Bridge Deck Replacement		

Category

1011 - ROADWAY

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
404.1100	TACK COAT, EMULSIFIED ASPHALT		4.00	CWT	$107.560	$430.24
406.1430	BITUMINOUS CONCRETE PAVEMENT, TYPE IVSB, QA TIER III		30.00	TON	$407.698	$12,230.94
635.1100	MOBILIZATION/DEMOBILIZATION		1.00	LS	$37,000.000	$37,000.00
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE		1.00	LS	$15,000.000	$15,000.00
					Category total:	$64,661.18

Category

1213 - BRIDGE NO. 1 (NO FEDERAL/STATE PARTICIPATION)

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
501.3700	PERFORMANCE-BASED CONCRETE, CLASS PCD		65.00	CY	$2,326.961	$151,252.47
507.1200	REINFORCING STEEL, LEVEL II		31,100.00	LB	$2.932	$91,185.20
516.1000	BRIDGE EXPANSION JOINT, ASPHALTIC PLUG		26.00	LF	$214.974	$5,589.32
529.2000	PARTIAL REMOVAL OF STRUCTURE	(1079SF)	1.00	EACH	$90,000.000	$90,000.00
					Category total:	$338,026.99

Category

1993 - FULL C.E. ITEMS (NO FEDERAL/STATE PARTICIPATION)

Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
631.1600	TESTING EQUIPMENT, CONCRETE		1.00	LS	$1,000.000	$1,000.00
631.1700	TESTING EQUIPMENT, BITUMINOUS		1.00	LS	$1,000.000	$1,000.00
					Category total:	$2,000.00

Grand Total: $404,688.17

TOWN OF WAITSFIELD

MEMORANDUM

To: Waitsfield Selectboard

From: York Haverkamp, Town Administrator

Date: 7.22.2026

Re: Justices of the Peace on the November General Election ballot

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Waitsfield's Justice of the Peace elections will be placed on the back of the November General Election ballot. Because those ballots are mailed to all active registered voters, and the JP elections would otherwise be on a separate local ballot, the Selectboard has to approve the mailing first. The Secretary of State's Office cites 17 V.S.A. 2680.

The Town Clerk has notified the Secretary of State's Office and has permission in VEMS to enter the candidates. Selectboard approval is the remaining step.

Suggested motion: I move to approve placing the Town's Justice of the Peace elections on the November General Election ballot and to approve mailing that ballot to all active registered voters, as required by 17 V.S.A. 2680.

Thanks and peace,
York and Jennifer

VERMONT

State of Vermont
Commissioner's Office
Department of Forests, Parks & Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620-3801

Agency of Natural Resources
Danielle Fitzko, Commissioner

[phone] 802-828-1534
[fax] 802-828-1399

June 24, 2026

Dear Town Clerks,

The Vermont Department of Forests, Parks, and Recreation (FPR) would like to make towns aware of several changes to Vermont's forest fire laws resulting from the enactment of **Act 162** of 2026. These changes affect the designation of town forest fire wardens, deputy town forest fire wardens, municipal wildfire response coordination, and record-keeping requirements. Act 162 goes into effect on July 1, 2026.

Please place this item on the agenda of your next Selectboard meeting for review and discussion and share this information with your fire department leadership and other relevant officials, including the existing town forest fire warden and deputy town forest fire warden.

Town Forest Fire Warden Designation
Act 162 changes the method by which town forest fire wardens are designated. Under the new law, the chief of the fire department, fire district, or private fire department with primary responsibility for fire response within the municipality will automatically serve as the town forest fire warden. Previously, town forest fire wardens were appointed by the Commissioner of FPR with the approval of the selectboard.

Municipalities served by multiple fire departments must designate **one** fire chief who will serve as the town forest fire warden. These towns should review their current arrangements and take any necessary action to formally identify the appropriate individual.

In the case where your town is served by another town's fire department, the chief of that fire department is designated as your town forest fire warden.

There will no longer be state involvement in the appointment or reappointment of town forest fire wardens, but municipal officials **must** ensure that FPR has current contact information for the designated town forest fire warden. Please fill out this linked personnel form at your earliest convenience. **Vermont Town Forest Fire Warden Contact Form**

Deputy Forest Fire Wardens
Town forest fire wardens may appoint deputy town forest fire wardens to assist with the responsibility of issuing Permits to Kindle Fire (Burn Permits). In cases where your town is served by another town's fire department, the fire chief may choose to designate a local deputy forest fire warden to help with the issuance of Permits to Kindle Fire in your town.

Campfire Definition
Act 162 now establishes a statewide definition of a campfire. A campfire is defined as a fire 36 inches in diameter or less that is built in stone arches, outdoor fireplaces, or existing fire rings, or fires 36 inches in diameter or less built in a location that is 200 feet or more from any forestland, or field containing dry grass or other flammable plant materials contiguous to forestland.

FORESTS, PARKS & RECREATION
VERMONT
AGENCY OF NATURAL RESOURCES

This definition clarifies which fires may be kindled without a permit and aims to help reduce confusion among residents regarding recreational fires. Per statute, campfires are excluded from requiring a Permit to Kindle Fire but may be banned by the FPR Commissioner during periods of elevated fire risk. Your town may have additional ordinances in place that further restrict campfires within your municipality. Clearly defining campfires allows the State to issue burn restrictions on debris burning and campfires during times of elevated fire danger or poor air quality.

Wildfire Reporting and Coordination
This legislation updates reporting requirements to help strengthen communication between municipalities and FPR during wildfire incidents. Town forest fire wardens are now required to notify FPR of all wildland fires in their jurisdiction within 24 hours of discovery. The town forest fire warden must also submit fire reports within 48 hours after extinguishment. Prompt notification and reporting to FPR is critical to ensure statewide response, situational awareness, and resource coordination.

Reimbursement for Fire Suppression Costs
Act 162 modifies procedures related to reimbursement for suppression activities on Agency of Natural Resources lands. Should a wildland fire occur on ANR land within your municipality that requires fire suppression and incur expenses, there are now mandatory steps to take for the municipality to seek reimbursement.
Fire Departments and municipal officials should ensure that suppression costs, personnel records, equipment usage, and related documentation are maintained in sufficient detail to support reimbursement requests when applicable.

Recommended Town Actions
To ensure compliance with the new law, municipalities should:

- Review Act 162 with the Selectboard and fire department leadership.
- Confirm the individual serving as the town forest fire warden under the revised statute.
- If the municipality is served by multiple fire departments or fire districts, designate one fire chief as the town forest fire warden for the municipality.
- Ensure FPR has current contact information for the town forest fire warden and any deputy town forest fire wardens designated by the fire chief.
- Ensure recordkeeping practices support wildfire reporting and reimbursement requirements.

The Department of Forests, Parks, and Recreation will provide additional guidance, updated forms, and implementation resources in the coming months. We appreciate your assistance in helping Vermont communities remain prepared for wildfire prevention and response.

If you have questions regarding these changes, please contact FPR's Wildland Fire Program by email **ANR.WildlandFire@Vermont.gov** or the wildland fire staff for your area:

CONTACT:	**EMAIL:**	**COUNTIES:**
Dan Dillner *802-777-3079*	**Dan.Dillner@vermont.gov**	Addison, Chittenden, Franklin, Grand Isle
Devin Healy *802-917-2555*	**Devin.Healy@vermont.gov**	Caledonia, Essex, Lamoille, Orange, Orleans, Washington
Kelsey Zaengle *802-917-2241*	**Kelsey.Zaengle@vermont.gov**	Bennington, Rutland, Windsor, Windham

FORESTS, PARKS & RECREATION
VERMONT
AGENCY OF NATURAL RESOURCES

Town of Waitsfield

Application for Public Festival Permit

Instructions: This application must be received at the Town Office at least 30 days prior to the commencement date of the festival. Applications are reviewed and permits issued by the Selectboard. The application fee must be paid upon submission of the application, unless the festival is conducted solely for charitable or non-profit purpose and the applicant is seeking a waiver of the fee from the Selectboard.

1) Name of Festival: 55th Annual Mad River Valley Craft Fair

2) Date(s) of Festival: Sept. 5 & 6, 2026

3) Location of Festival: Kenyon's Field, Waitsfield

4) Hours of Festival: 10 am - 5 pm

5) Sponsor of Festival: Valley Player's Theater

Address: 3337 Main St., Waitsfield 05673

Phone #: 802-917-1056 (Laura) e-mail: laura@madriver.com

6) Please provide names of principal individuals responsible for the festival:

Name	Name
Shannon Sanborn	Sharon Kellerman
Phone	Phone
583-11674	583-2774
Address	Address
PO Box 1576, Waitsfield, VT 05673	49 Two Ponds Rd., Warren, VT 05674

7) Owner of premises where festival is to take place. If sponsor is not the owner, the owner's written consent must be submitted with the application.

Doug & Donna Kenyon	3337 Main St., Waitsfield, VT 05673
Owner	Address
496-3922	Phone

8) A. Number of tickets to be printed, if applicable: 3,500

B. Number of persons reasonably expected to attend: 3,500

C. Fee: $25 for each 250 persons expected to attend: $

D. If festival is charitable or non-profit, are you requesting a fee waiver? Yes

If so, please explain the charitable or non-profit nature of the event:

Proceeds from the Craft Fair help keep local theater vibrant, keep ticket prices reasonable, maintain the Valley Player's building & allow it to be used for other charitable works.

.

9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service, if any. ATTACH SEPARATE SHEET IF NEEDED:
As in past years, Valley Player's Board Members and other volunteers will direct traffic and park cars. We have secured people to stay Fri. and Sat. evenings into the mornings to protect the site. Port-o-lets will be on site and serviced between the two days.

10) Summary of advertising and sign material including scope, general description and estimated budget therefore. ATTACH SEPARATE SHEET IF NEEDED:
Newspaper, radio, and social media advertising are all part of our marketing plan. There are a number of signs we put up a few days before to help direct people to the fair. Our total advertising budget is approximately $1,500.

11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:
Approximately 100 craft vendors and 4 – 5 food vendors will be at the fair. Green Mt. Swing Band, and three other bands will perform throughout the 2 days. There will be face painting and DINOMAN, Bob Lisaius of Warren, for children and a door prize raffle with donated items.

12) If food and beverage are to be provided, indicate name and address of provider(s). ATTACH SEPARATE SHEET IF NEEDED:

American Flatbread, Lareau Rd, Waitsfield, VT; Silver Spring Scoops Ice Cream and Beverages, 141 East St., Bolton, VT; Hangry Hogg (Jason Evans) 802-342-3165; Doug Finkbeiner, Dougy Fresh Catering, 802-922-2986 and 1 - 3 others TBD

I hereby represent that to the best of my knowledge the information provided in this application is true and correct:

Laura Arnesen	Laura Arnesen	7/17/26
Signature	Printed Name of Applicant	Date

Disposition of application – For Town Use Only

Denied:_____ Granted: _____ Date of Selectboard Action: _____

Conditions:

_____

_____

_____

_____

By: Waitsfield Selectboard

_____ _____ _____

VERMONT SIGNATURE HOMES

EXECUTIVE SUMMARY

6695 Main Street Workforce Housing Initiative - Preliminary CHIP Partnership Opportunity

Project Vision

The owners of 6695 Main Street are exploring the creation of a workforce housing community that would provide attainable homeownership opportunities for local residents while preserving the majority of the property's natural landscape.

PROJECT SNAPSHOT

Property Location: 6695 Main Street, Waitsfield, VT

Total Parcel Size: 46.1 Acres

Development Area: Approximately 12 Acres

Open Space Preserved: Approximately 34 Acres

Housing Type: Owner-Occupied Townhomes

Proposed Unit Count: 25–50 Units

Target Home Price: $350,000–$400,000

Affordability Protection: Permanent Deed Restrictions

Planned Infrastructure: New Public Road, Group Wells, Group Septic Systems

Potential Funding Source: Vermont Community and Housing Infrastructure Program (CHIP) and Private Equity

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WHY THIS PROJECT MATTERS

Waitsfield and the Mad River Valley continue to face a significant shortage of attainable homeownership opportunities for local residents.

Many of the people who support our community—including teachers, healthcare workers, municipal employees, tradespeople, hospitality workers, and young families—are increasingly unable to purchase homes in the communities where they work.

This project is intended to create a meaningful number of workforce housing units while preserving the rural character that makes Waitsfield unique.

DEVELOPMENT APPROACH

The proposed neighborhood would be located entirely within the Route 100 frontage area of the property.

Key project elements include:

• Approximately 25–50 townhome units

• Clustered development footprint on approximately 12 acres

• Municipal-standard roadway serving the development

• Community wastewater systems (planned)

• Community water supply wells (planned)

• Shared open space and neighborhood amenities

This approach allows new housing to be located near existing infrastructure while minimizing impacts to the remainder of the property.

CHIP PARTNERSHIP OPPORTUNITY

The Community and Housing Infrastructure Program (CHIP) was established to help Vermont communities create housing opportunities by funding infrastructure improvements that support housing development.

Potential CHIP funding could assist with:

• Road construction

• Wastewater infrastructure

• Water system improvements

• Stormwater management

• Preconstruction and Design Services

By leveraging state housing funds, the project aims to reduce development costs and create homeownership opportunities at a price point that would otherwise be difficult to achieve.

LONG-TERM AFFORDABILITY

A core objective of the project is to ensure that these homes remain attainable for future generations.

The development team proposes permanent deed restrictions that would:

• Preserve long-term affordability

• Limit speculative resale activity and valuation

• Mandate year-round occupancy

• Maintain workforce housing opportunities for future buyers

COMMUNITY BENEFITS

✓ 25–50 new workforce housing units

✓ Increased homeownership opportunities

✓ Support for local employers

✓ Expansion of Waitsfield's housing inventory

✓ Increased municipal tax base

✓ Efficient use of Route 100 frontage

✓ Opportunity to leverage state housing funding

✓ Housing opportunities for approximately 50–150 residents

REQUEST TO THE WAITSFIELD SELECT BOARD

The project team respectfully requests the Select Board's consideration of:

1. General support for workforce housing at 6695 Main Street.
2. Municipal participation in pursuing CHIP funding opportunities.
3. Future consideration of public road acceptance, assuming built to Town standards.
4. Continued collaboration to address Waitsfield's housing needs through responsible and thoughtfully planned development.

This concept is preliminary and intended to begin a community discussion regarding the creation of attainable housing opportunities that benefit current and future residents of Waitsfield.

Vermont Parcel Viewer

5/27/2026, 1:43:54 PM

Parcels - Active

1:5,173

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, VCGI

6695 MAIN ST, Waitsfield, VT

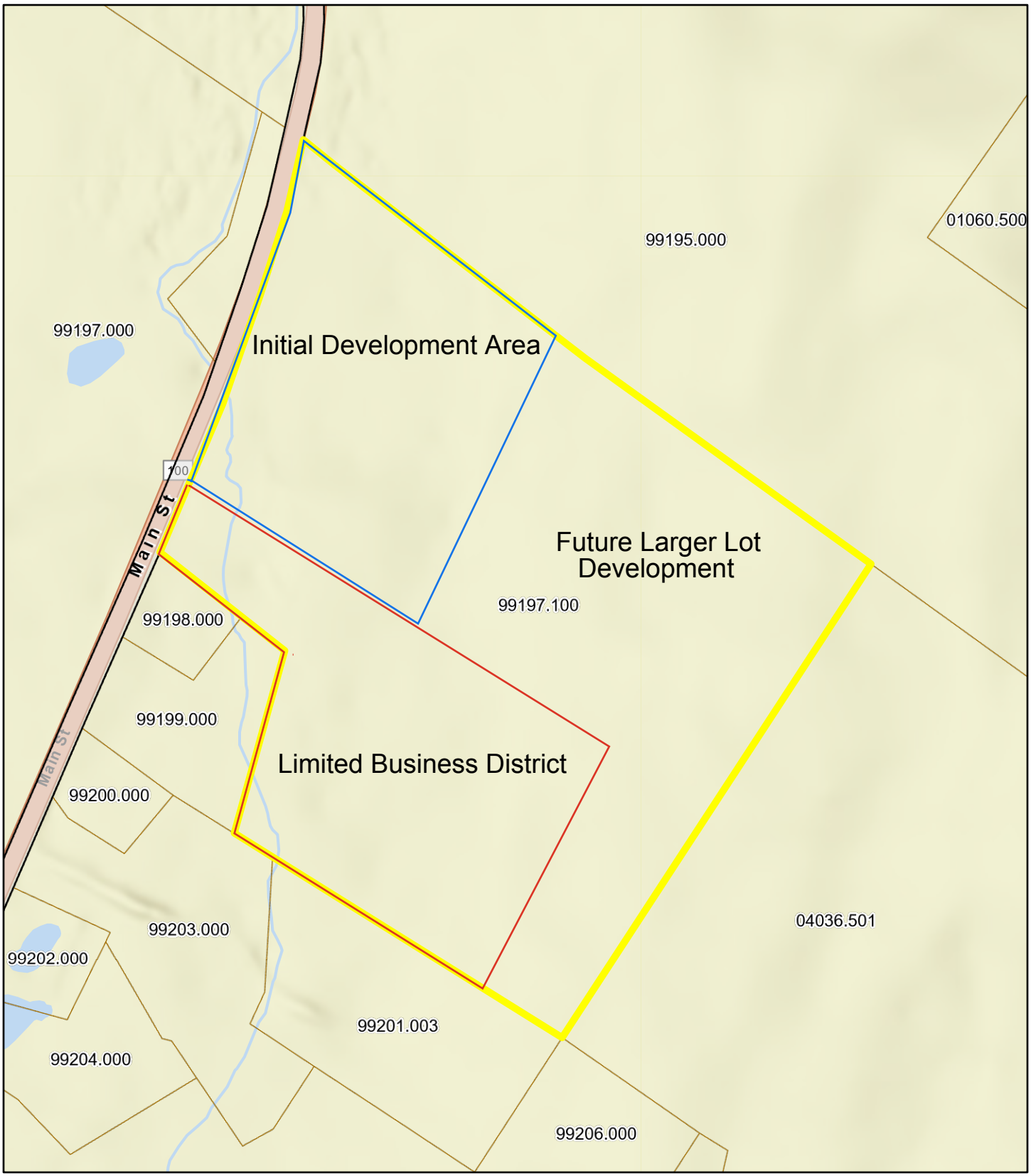
Map/Lot: 99197.100

1 inch = 359 Feet

0 359 718 1077

January 20, 2026

CAI Technologies
Precision Mapping. Geospatial Solutions
www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Town of Waitsfield, VT

1 inch = 271 Feet

0 271 542 813

June 18, 2026

CAI Technologies
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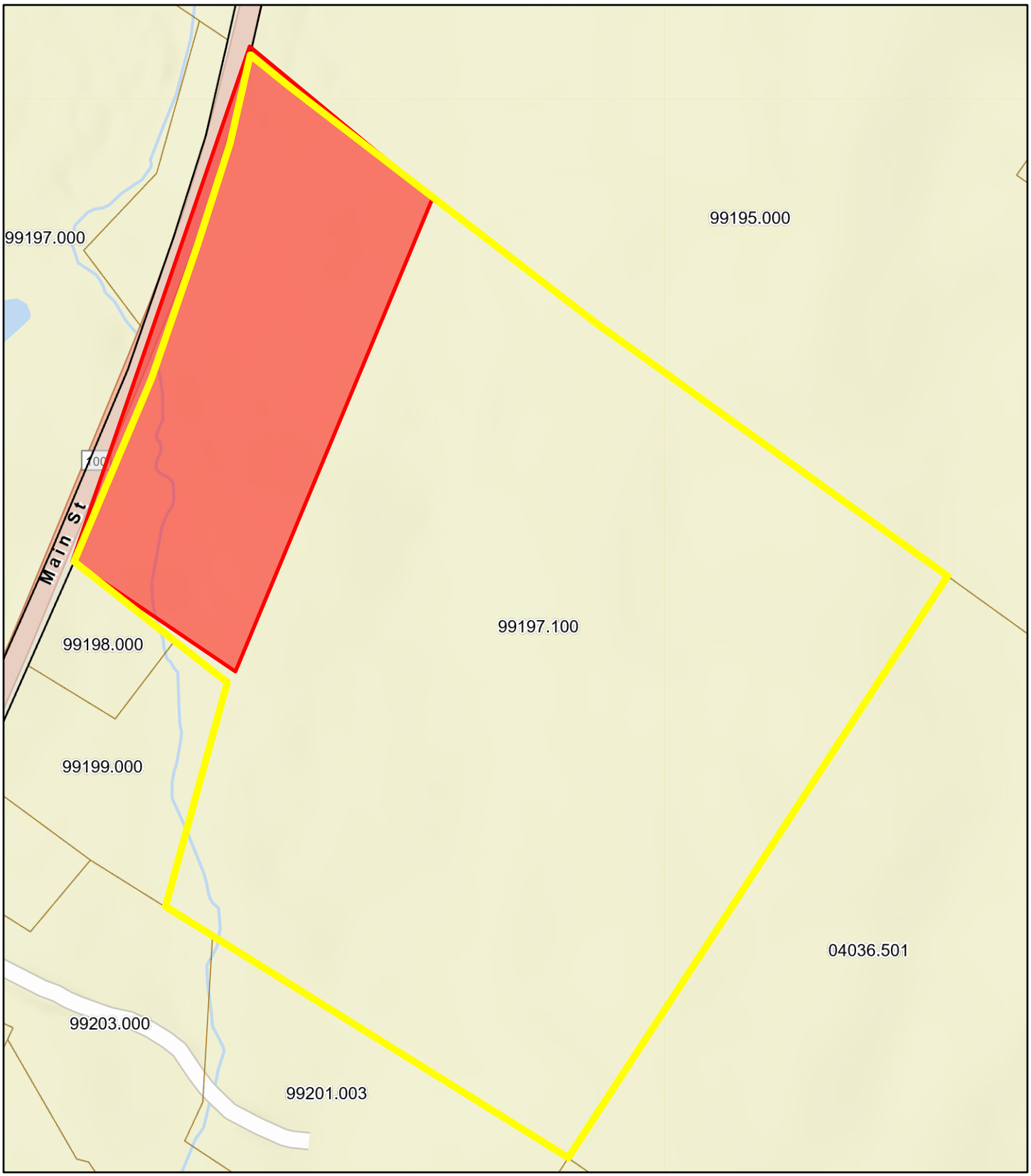
www.cai-tech.com



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VERMONT

State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401
www.tax.vermont.gov

Agency of Administration

[phone] 802-828-2505
[fax] 802-828-2701

Communications Property Grand List Treatment for 2026

To: Vermont Listers and Assessors
From: Jill Remick, Director, Property Valuation and Review
Date: April 24, 2026
Regarding: Appeals of Valuations established by Department of Taxes under Act 145 of 2024

Under Act 145 (H.657) of 2024, certain communications network infrastructure will be set in the State and local Grand List as real property and taxed at its fair market value beginning with the 2026 Grand List and property tax year. Communications property will no longer be considered business personal property and accordingly will be exempt from the local option to tax business personal property pursuant to 32 V.S.A. § § 3618 and 3849.

The listing or assessing officials are required to use the values PVR provides to them for communications property: "4) The valuations provided to the listers pursuant to this section **shall** be used by the listers in determining and fixing the valuations of communications property for the purposes of property taxation." (32 V.S.A. § 3602b)

The process for a property owner to appeal their valuation remains the same as in the past, per 32 V.S.A. § 4404, beginning with a grievance to the local listing official. After that, appeals go to the Board of Civil Authority (BCA), and then to either the Director of Property Valuation and Review (PVR) or the Superior Court, and then finally to the Vermont Supreme Court.

The Department of Taxes will assist in defending valuations for these appeals, as the valuation is determined by the State. In addition, as these are complex valuations, upon appeal from a BCA, PVR anticipates forwarding these appeals to the Superior Court for the appropriate county, instead of assigning a PVR hearing officer.

Note: Please send any grievances and appeals of communications property, and associated documents, to Benton.mitchell@vermont.gov. Our contractor and staff will review these appeals to determine whether there may be technical corrections that can be made upon review by our contractor and an updated value provided, with the potential effect of resolving or narrowing the scope of the grievance or appeal.

If the municipality and the taxpayer wish to avoid unnecessary expenditure of public and private resources and wish to allow the grievance and appeal of the valuation to proceed efficiently to the Director of PVR or to Superior Court, the Department of Taxes can work with the municipality and the taxpayer on a stipulation that would obviate the need for a BCA hearing and formal decision. This would allow a streamlined approach to get the appeal directly to PVR or Superior Court, ensuring a more timely and less costly resolution to the appeal.

If you have questions or need assistance, please contact Benton Mitchell, Utility Valuation Coordinator at (802) 233-4255 or benton.mitchell@vermont.gov.

Information including submission processes and recorded webinars can be found at Communications Property Valuation | Department of Taxes.

##END##

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, June 22, 2026

Draft

Members Present: Chach Curtis, Fred Messer, Brian Shupe, Larissa Ursprung
Staff Present: York Haverkamp, Town Administrator
Others Present: Kellee Mazer, Robin Morris (Water Commission), John (MRVTV), Keith Paxman (Sugarbush), Chris Pierson, Joshua Schwartz (MRVPD), Aron Shea, Josh Turka

I. Call to Order: The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via Zoom.

1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A)
The agenda was adjusted, removing an update from CVRPC and adding consideration of improvements to the Pines picnic area. Approval of liquor license renewals for the Big Picture was added to the Consent Agenda.

2. Public Forum
Nobody requested time to address the Board.

II. Regular Business

1. DLL – Sugarbush for Roundup Revival
Josh Turka and Keith Paxman provided an overview of plans for the weekly summertime Roundup Revival events, which are planned to be held on Thursdays from 5:00 to 8:00 pm on the green behind the Mad River Shopping Center. Mr. Paxman outlined the area to be fenced off for alcohol service and explained where the food vendors will be located, noting that appropriate signage will be in place for the alcohol service area. He confirmed that two trained servers will be present at each event, serving beer, wine, and craft canned cocktails from sponsors. Mr. Turka explained that the other portion of the green will be available for those who would like to set up a space offering activities or products which are not food or beverage related.

MOTION: *Mr. Curtis moved to approve the Event Catering License for Sugarbush's serving alcohol at the 2026 series of Roundup Revival events. The motion was seconded by Ms. Ursprung, and passed unanimously.*

2. Village Marketplace Entrance Improvements — Kingsbury (contractor): project update
Mr. Shupe reminded the group that Kellee Mazer had requested in the past that the Town participate financially in the maintenance of the Bridge Street parking area, as it is a commonly used community space. He then described the current need for improvements at the Route 100 entrance to the site, which include lowering of the manhole cover found there (determined to be the property of Waitsfield Telecom), extension of the sidewalk at the northern end, and replacing the asphalt at the entrance/apron area. Ms. Mazer, who owns one portion of the parking area, noted that Chris Pierson, the owner of the other portion, has been attempting to work with VTrans to resolve the degraded entryway, as he believes it is the State's

responsibility. It was explained that, although access driveways are generally located in highway ROWs, it is typically the responsibility of the property owner to maintain the access. Mr. Pierson arrived later in the discussion, and noted some further stormwater, culvert, and water line impacts related to the entry area.

It was explained that the quote received from Kingsbury for the work outlined is somewhat reduced, as it was offered in conjunction with mobilization for other nearby Town projects. It was agreed that Mr. Haverkamp will meet with Ms. Mazer and Mr. Pierson to discuss further their participation in funding a portion of the work under the quote provided.

Ms. Mazer also asked that the Board consider providing assistance with general parking area maintenance, as well as with upkeep of the Bridge Street brickwork, abutment, and other aspects of Bridge Street and Pocket Park maintenance. It was agreed that this will be discussed further at a future meeting.

3. Community Wastewater Update

Joshua Schwartz provided an update on several aspects of the project, highlighting design, permitting, and funding information which he had included in a written report provided to the Board. He indicated that the project's web page has this and additional information available.

Robin Morris then provided information regarding the draft Ordinance, allocation information and a draft fee schedule. He reviewed priority allocations, and noted that it needs to be determined how to allow for further allocations, with the need to manage leaks and grease inputs being of importance, as those factors impact total allocations. He explained the difference between water use and the proposed capacity of the wastewater system, noting that he believes this capacity will likely be allowed to increase, as water use records indicate lower per household use than was originally anticipated.

Mr. Morris then reviewed billing protocols, noting that the majority of priority connections will be commercial and explaining that he proposes establishing rates in accordance with ANR rules. He noted that short-term-rentals are proposed to be billed at the commercial rate. Mr. Morris also explained that a fee no greater than $948/dwelling unit is allowable, and indicated that the rate should be determined and finalized by the Board so that the information is available when easements are signed for new users. He also explained that these rates are likely to increase due to inflation, and will not be reduced over time as the water service rates have been.

Mr. Morris then provided further details regarding allocations and financials for the first few years of operations as connections are increased. Mr. Shupe noted that there should be considerations for residential being the more desired type of development when making related decisions.

The fee schedule will be set at an upcoming Board meeting; the draft Ordinance has been posted to the project web site.

4. Aron Shea presentation to the Selectboard and community

Mr. Shea had provided a summary of his development proposal to the Board prior to the meeting. He highlighted that his plans generally consist of the construction of 25 – 50 town

homes, to be sold for approximately $350K to $400K, likely at the higher end of this range. He explained that construction at this price point would require support from the Town for infrastructure development, specifically noting the need for the Town to construct and maintain a new Town Highway for access to the development, and suggested that the recently initiated CHIP program would be a good approach to providing funding for development of such infrastructure. It was explained that the CHIP program essentially allows municipalities to retain some portion of State education taxes in order to pay back the funds borrowed to help finance a CHIP project.

Mr. Shea provided some further details regarding his plans and noted his flexibility for various design concepts. He emphasized that this planning is in preliminary stages. Board members expressed interest in continuing the conversations, and asked that Mr. Shea provide an outline of potential next steps for discussion at an upcoming meeting.

5. Consideration of improvements to the Pines picnic area

Mr. Haverkamp outlined the work recently completed by VTrans, which had been initiated by Steward MRV. The picnic tables have been removed, and a new kiosk sign frame installed. He explained that VTrans has indicated that they will take care of tree removal and further clean up, that Steward MRV is looking into placing new picnic tables at the site, and that the Road Crew is able to take on mowing of the site. It was discussed that ownership is not fully clear, but that it appears that the State owns the parcel.

Mr. Haverkamp reported that a quote of $3K had been received from Ed Read for treatment of the vehicle access area with Staymat and other work at the site, some of which may be taken on by volunteers. It was agreed that Mr. Haverkamp should also get a quote for tree removal at the site, and to reach out to VTrans for a proposed timeline for the work that they will complete, so that planning for Town and volunteer work may be organized.

MOTION: *Mr. Messer moved to approve an expenditure of $3K to Ed Read for the work proposed at the Pines site. The motion was seconded by Ms. Ursprung, and passed unanimously.*

6. Recognition of the Passing of Charlie Goodman III — remarks and a moment of remembrance; formal resolution to follow

Mr. Shupe expressed for the Board their recognition of the huge loss to the both the general community and the Road Crew which will be felt by the passing of Charlie Goodman. He noted that Mr. Goodman had been Road Commissioner since 1987, often going above and beyond, to a remarkable extent, what was required in that role as a volunteer. He and Mr. Haverkamp are working with Josh Rodgers to help fill the void created and to support the Road Crew.

Mr. Shupe explained that he and Mr. Haverkamp were also working together on an official Resolution, to be discussed by the Board at their next meeting. He indicated that the new Garage would be named for Mr. Goodman.

Mr. Messer suggested that Mr. Haverkamp contact the Governor's office to have a proclamation issued, and potentially to allow for the lowering of Town flags to half staff on the day of Mr. Goodman's memorial service.

MOTION: *Mr. Messer moved to authorize the Town Administrator to draft a Resolution regarding Mr. Goodman's service to the Town. The motion was seconded by Mr. Curtis, and passed unanimously.*

It was agreed to hold the next Board meeting at 4:00 pm on Monday, June 29.

7. Town Garage Project – status update

It was confirmed that Mitch (former Breadloaf staff) has permission to access all the materials created by Breadloaf related to this project, and that he will be providing a proposal for completing the public outreach and final design work needed before taking the project to a bond vote. It was discussed that the Board will need to decide whether to hire a construction management firm to provide general oversight of the project once design is completed; another member of the Breadloaf team is now working with ReArch, and that firm is interested in the construction management aspect of the project. It was agreed that it would be prudent to get bids for this work, to ensure that compliance with procurement policy standards is in place and to not delay the work.

Mr. Haverkamp reported that the Phase 1 Environmental Assessment is complete, and that Phase 2 work will begin shortly.

8. Meadow Road Bridge – update on RFP release and NBRC Timber for Transit (T4T)

Mr. Haverkamp confirmed that the RFP has been published in various locations. He indicated that the possible construction of a covered bridge at this site is being well received by local residents, as well as the funder with whom he is working regarding the potential T4T grant. Ms. Ursprung noted that a Certified Local Government grant through the Rural Resource Commission is another funding possibility, although for a much smaller amount.

9. Village Covered bridge

Mr. Haverkamp pointed out that the first three joists have been identified as the most critical to be repaired, and that he would consult with Josh Rodgers regarding the Road Crew's ability to complete this work with Mr. Goodman no longer being part of the team. If the Road Crew is no longer able to take on this job, Mr. Haverkamp will reach out to Ky Koitzsch to determine if he is still interested in providing a quote for the work.

10. Consent Agenda

APPROVAL: *A motion to approve the Consent Agenda passed unanimously.*

- Approve Bills Payable & Treasurer's Warrants
- Approve Minutes of 06.08.2026 Selectboard Meeting
- Approve Public Festival Permits for Roundup Revival, and a waiver of the Permit fee
- Approve Flemer Field Use for Highlander Youth Lacrosse
- Approve Washington County Sheriff Contract
- Approve contract with Simon Operating Systems for Waitsfield Water System
- Approve a request for resolution to water fund
- Approve renewal of a First-Class Liquor License and Outdoor Consumption Permit for All Good Eats, LLC (Toast and Eggs)
- Approve renewal of a First- and Third-Class Liquor License for Emily's in the Valley

- Approve renewal of a Second-Class Liquor License for MaLou, LLC (Kitchen-ette)
- Approve renewal of a Second-Class Liquor License for Mehuron's Market, Ltd.
- Approve renewal of a Second-Class Liquor License for Patch Property, Inc (Irasville Country Store)
- Approve renewal of a Tobacco and Tobacco Substitute License for Patch Property, Inc (Irasville Country Store)
- Approve renewal of a First- and Third-Class Liquor License for The Big Pic

10. Town Administrator's Report

Mr. Haverkamp provided an update on the State's taking over assessment of utilities, which has led to Waitsfield Telecom's appraisal increasing eightfold. He indicated that he and the listers are working to determine what impact this will have on the upcoming setting of the tax rate.

11. Selectboard Roundtable

Ms. Ursprung checked in on requests which had been received from the Fire Department; Mr. Haverkamp noted that he is pursuing the electrical panel work that is necessary, and that the PPE racks are something that will be discussed in more detail going forward. He also confirmed that the fire hose purchase which had been authorized was complete, and the hoses have been delivered.

Mr. Messer reported that he had received a recent update from Downstreet regarding the VerdMont Park, and that things are progressing, with the latest focus being on dog control.

Mr. Messer noted that the Civil War Memorial in front of the Methodist Church building has not yet been mowed; Mr. Haverkamp will have this taken care of. Mr. Messer also reported that he is working to address the painting of the cannon in front of Oddfellow's, following the dissolution of the local American Legion chapter.

IV. Executive Session

MOTION: *A motion to find that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage passed unanimously.*

MOTION: *A motion to enter Executive Session per 1 VSA §313(a)(1)(E) [Pending Litigation], 1 VSA §313(a)(1)(A) [Contracts], and 1 VSA §313(a)(4) [Personnel] inviting Mr. Haverkamp to join, passed unanimously.*

The meeting entered Executive Session at 9:15 pm and returned to open session at 10:03 pm.

No further action was taken by the Board.

V. Adjourn

The meeting adjourned at 10:03 pm.

Respectfully submitted,
Carol Chamberlin, Recording Secretary

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, June 29, 2026

Draft

Members Present: David Babbott-Klein, Chach Curtis, Fred Messer, Brian Shupe, Larissa Ursprung
Staff Present: York Haverkamp, Town Administrator
Others Present:

I. Call to Order: The meeting was called to order at 4:00 pm by Brian Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via Zoom.

1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A)
No adjustments were made to the agenda.

2. Public Forum
Nobody requested time to address the Board.

II. Regular Business

1. Town Garage Update
Mr. Haverkamp spoke of the Town's Procurement Policy allowing for entering into a contract with MH2 Architecture Studio, the new firm formed by former principles of Breadloaf, as that would allow for continuity of the Garage project. He reported that the had met with Mitch Hager and Micheal Housley of MH2 regarding further design development, and had also met with ReArch and DEW Construction, and will be meeting with Stewart Construction, regarding the possibility of their taking on the Construction Manager role for the project.

It was agreed that Mr. Haverkamp will request a proposal from MH2, and potentially finalize an agreement for approval at the next Board meeting.

Mr. Haverkamp noted that he is working to move forward on the Phase 2 environmental assessment which is needed for the site; at this point no proposals have been received upon which to base a cost estimate.

2. Waitsfield Community Wastewater Project – CWSRF loan
The related application and resolution documents were available for review in the Board's meeting packet.

MOTION: *Mr. Curtis moved 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. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

3. Tentative Tax Rate

Mr. Haverkamp reported that the tentative tax rate is $0.5915, slightly above the current year's rate. He confirmed that the State has advised that the current appraised value for Waitsfield Telecom should be used in the tax rate calculation, although it is anticipated that the appraised value may be lowered following completion of the grievance process. Board members expressed some concern that this will necessitate the use of approximately $140K of undesignated fund balance to cover the shortfall which may be created.

It was agreed that Mr. Haverkamp should work with Steve Lewis and Sandy Gallup to determine what amount of undesignated fund balance would need to be applied in order to keep the upcoming year's tax rate level. He will also get further information regarding the Grand List total and annual increase, as well as some related information for Warren and Fayston.

4. Meadow Road Bridge – DuBois & King – Consider authorizing the Town Administrator to

Mr. Haverkamp noted that the pothole repair on the bridge would take place on July 1, weather permitting.

He then outlined the FEMA approval received for deck repair costs (which FEMA has confirmed may be used for other aspects of bridge repair/replacement), and the related proposal from DuBois & King for providing a conceptual opinion of the deck repair cost, for an amount not to exceed $6K.

MOTION: *Mr. Messer moved to approve an Engineering Services Agreement with DuBois & King, for an amount not to exceed $6K, to provide an estimate of Meadow Road Bridge deck repair costs. The motion was seconded by Mr. Curtis, and passed unanimously.*

5. Consent Agenda

APPROVAL: *A motion to approve the Consent Agenda passed unanimously.*

- Approve Bills Payable & Treasurer's Warrants
- Approve renewal of a First Class Liquor License and Outdoor Consumption Permit for Mad River Inn

10. Town Administrator's Report

- Crosswalks – Flags and holders have been ordered, to be installed at the corner of Bridge and Main Streets for use in a pedestrian crossing system.
- Line striping – The possibility of a crosswalk on the east side of the Covered Bridge was raised. It was agreed that cyclist icons should be painted on Bridge Steet and East Warren Road.

11. Selectboard Roundtable

Mr. Curtis spoke of the support Charlie Goodman had provided for Josh Rodgers, and Board members agreed that any assistance and assurance they are able to provide to Mr. Rodgers would be beneficial. Mr. Messer confirmed that the Statehouse did fly the State flag at half mast on June 27, and that a Resolution regarding Mr. Goodman would be provided.

Mr. Shupe noted that Chuck Martel had reached out with concerns about additional Fire Department expenses that had not been included in the budget; it was agreed that the Fayston

and Waitsfield Boards will meet in September to discuss this and related Fire Department matters.

IV. Adjourn

The meeting adjourned at 4:49 pm.

Respectfully submitted,
Carol Chamberlin, Recording Secretary