



TOWN OF WAITSFIELD

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

The Town of Waitsfield seeks a qualified individual or firm to provide municipal project management services for the development of a new municipal wastewater processing and distribution system to serve the Irasville and Waitsfield Village growth center. Both individuals and firms are encouraged to apply. The Town will evaluate each applicant on qualifications and experience. The project includes wastewater collection, transmission, treatment, and disposal - a STEP-based collection system with pump stations, force and gravity mains, and service connections, and a treatment and disposal facility at the Town-owned Munn Site, retiring roughly 111 aging private septic systems. The wastewater system will also service users who wish to connect within the service area and considered priority parcels. The project is funded in part through CWSRF, ARPA, USDA-RD, and Northern Borders Regional Commission.

For more information, contact Town Administrator York Haverkamp at (802) 496-2218. Statements of qualifications must be received by **September 23, 2026**, at the Waitsfield Town Office, 4144 Main Street, Waitsfield, VT 05673. Or via email to york.haverkamp@waitsfieldvt.gov with the subject line: Waitsfield Wastewater Municipal Project Manager Interest

I. BACKGROUND:

Development of a municipal wastewater system to serve Irasville and Waitsfield Village has been identified as a priority in the Waitsfield Town Plan for many years. Much of the growth center relies on aging private septic systems, many on small or constrained lots, and the lack of municipal wastewater capacity has long limited redevelopment and reinvestment in the Town's village and commercial core. A community wastewater system has been studied and planned over several years as the way to address these conditions, protect public health and water quality, and support the compact, mixed-use pattern of development envisioned for the area.

The project will retire approximately 111 aging private septic systems across the growth center and replace them with a municipal collection and treatment system. It consists of a STEP-based collection system, pump stations, force and gravity mains, and service connections, together with a new wastewater treatment and disposal facility at the Town-owned Munn Site.

DuBois & King, the Town's engineer of record, is designing the system, and we are in final design ready to go out for bid. The work is organized into two construction contracts: one for the treatment and disposal facility and related site work, and one for the collection system. The project is voter-approved and funded through a combination of a general obligation bond, the



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Clean Water State Revolving Fund, American Rescue Plan Act, USDA Rural Development, , and a Northern Borders Regional Commission Catalyst grant.

The Town expects to issue construction bids in September 2026, with construction beginning in the autumn of 2026 and reaching full swing by the spring of 2027. Construction is expected to take approximately 12 months. Given the scale of the work, the complexity of the funding, and the schedule, the Town is seeking a Municipal Project Manager (MPM) to support the Town Administrator, Waitsfield's Engineering Technical Team, and the Selectboard through the remaining design, permitting, easement, funding, and construction phases described in this Request for Qualifications.

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 2022, the Selectboard appointed an Engineering Technical Team (ETT) consisting of local residents, the Town Administrator, and the Project Engineer. The ETT is responsible for ensuring that the project progresses in a timely and on-budget, and for 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 ETT. Invoices shall be submitted on a monthly basis. Invoices will be reviewed by the Town Administrator & ETT, with final approval made by the Selectboard.

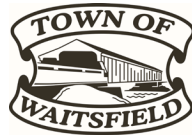
2. Liaison. The MPM will assist the Town Administrator in liaising with the program managers at the Vermont Agency of Natural Resources (CWSRF), USDA Rural Development, and other State and Federal Agencies as needed. The MPM will assist the Town Administrator in working with agency personnel to provide necessary assurances that the project conforms with all applicable state and federal requirements. The MPM will also coordinate with and support the activities of the project engineer.
3. Public Relations. The MPM will provide public relations services to the community and property owners adjacent to and connected to the project. The MPM keep the public informed of project progress through the development of information published in the local newspaper, information presented at meetings, one-on-one interactions, information posted on the Town's website, 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



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will also respond to citizen inquiries and concerns regarding connection to the wastewater system, service interruptions, etc.

4. Connected User Agreements. The MPM will secure technical/administrative/easement 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. Wastewater Ordinance and Rate Schedule. The MPM will assist with the development of a Wastewater System Ordinance, Rate Schedule, and other policies, including, but not limited to: assisting with grievances of the assigned wastewater capacity value of a property; assisting and provide technical assistance to the Water and Wastewater Commission; and attend meetings of the Selectboard, ETT, and/or Water and Wastewater Commission to review and define policies regarding the connection and use of the public systems.
6. Easements. The Town is actively working to secure the easements and rights-of-way necessary for the project, and hopes to have much of this in place sooner rather than later. Depending on the timing of the hire, the MPM may be called upon to assist with securing any remaining easements or rights-of-way, and with the relocation of any utilities necessary, including land records research and meeting with landowners.
7. Right-of-Way and Permitting. The MPM will assist the final design engineers and Town through the right-of-way and permitting processes, preparation and/or review of contract documents, and in the hiring of a construction firm. The MPM will monitor that any permit mandates, conditions, and stipulations are incorporated in the project design.
8. Project Plans. The MPM will help coordinate the Town's review of project plans and documents, working with the project engineer and consolidating comments from the Town, the ETT, and other reviewers. The MPM will help identify and bring forward options to improve constructability, reduce costs, and expedite construction for the project engineer's evaluation. Where the MPM has relevant engineering or construction expertise, the MPM may contribute directly to this review. Final design decisions and professional review of the plans remain the responsibility of the project engineer.
9. Construction Oversight. Throughout construction, the MPM serves as the Town's representative, steward, and advocate, looking out for the Town's interests in cost, schedule, quality, and the community's experience of the work. The MPM will assist the



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Town and project engineers with construction oversight. The project engineer will provide a Resident Project Representative (RPR) for day-to-day, on-site observation of the contractors' work. The MPM will coordinate and collaborate closely with the RPR, serving as a point of contact between the RPR and the Town; helping track the issues, schedule, and progress the RPR identifies; and helping the Town respond to matters raised in the field. The project engineer remains responsible for the RPR's daily observation and technical oversight of construction. The MPM may also be called upon to assist with recordkeeping and tracking quantities for payment of construction services.

10. Contract Administration. The MPM will assist the Town Administrator 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 preparing reimbursement requisitions and periodic reports as necessary for the project.
11. Future Funding Sources. The MPM will assist with researching, obtaining, and administering existing and future funding sources, including but not limited to: researching other funding sources and alternatives for homeowners; assisting with procurement compliance; and assisting with record-keeping.
12. Wastewater System Operator. The MPM will assist with the contracting of the operator for the wastewater system.
13. Information Management. The MPM will maintain details on all properties with respect to existing and potential connections to the municipal wastewater system, easements, and other matters including updating an existing Salesforce database, maps, sketches, and notes.
14. 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, ETT, and Selectboard on a regular schedule.
15. Other. The MPM may be asked to perform other activities or special assignments as the needs arise.



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III. PROJECT SCHEDULE:

1. The proposed municipal wastewater system serving the Waitsfield Village and Irasville sections of the Town is being coordinated with the Town's efforts to sequence the work with planned road, sidewalk, and utility projects in the village, and to carry out construction during favorable weather so that trenching and surface restoration are completed efficiently and disruption to residents and businesses is minimized. To that end, the wastewater project is targeted to go out to bid in September 2026, with construction slated to begin in the autumn of 2026 and reach full swing by the spring of 2027.
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 to accommodate this type of schedule. Some periods may require 30+ hours per week, while others may require no work at all. The Town will work cooperatively with the MPM to anticipate busier portions of the project and coordinate scheduling accordingly.
3. The Town intends to engage the MPM immediately upon selection and to continue the engagement through the completion of construction and project closeout. Closeout includes final inspections, punch-list completion, final change orders and payments, as-built and record documentation, final funding drawdowns and reporting, and other administrative tasks necessary to close the project with the funding agencies. The Town anticipates that some level of MPM support may be needed for a period after substantial completion of construction to accomplish these closeout activities. The engagement may be extended by mutual agreement if the project schedule changes.

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 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 wastewater system technology and regulations, equipment, facilities, materials, methods and procedures used in public wastewater processing and distribution systems, including pipe installation, connection and repair;



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- 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, ETT, 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 will be made available to interested consultants upon request. Additional documents related to the project, including the funding commitment information from CWSRF, ARPA, USDA Rural Development, , NBRC, or other applicable information for the municipal wastewater project, and the Irasville Village Master Planning Plan, may be obtained by contacting the Town Administrator. Many documents are available online at <https://www.waitsfieldvt.gov/departments/projects/wastewater>.
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.



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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



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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 additional insureds 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.



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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;



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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,



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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, if a business entity, agrees to be registered with the Vermont Secretary of State's office and authorized to do 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



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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.



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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.



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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.



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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



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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:



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- 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



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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.



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- 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



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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.

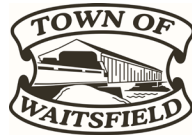
- b. Contract Types. Contracts shall conform with 48 CFR Part 16 - TYPES OF CONTRACTS.
- b. Payment for Additions or Deletions. The Municipality may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent 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



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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.