
Friends of Northern Lake Champlain_Mill River Road SE Project Update

From Josh Serpe <jserpe@friendsofnorthernlakechamplain.org>

Date Wed 10/8/2025 3:02 PM

To Georgia Town Administrator <administrator@townofgeorgia.com>

Cc Georgia Road Foreman <roadforeman@townofgeorgia.com>; Bridget Butler <bbutler@friendsofnorthernlakechamplain.org>

 1 attachment (5 MB)

Mill River SE Construction Contract_Signed_final.pdf;

Hi Stacy,

I'm reaching out to provide an update to the Town regarding the stormwater project located along Mill River Road.

Attached, you'll find the signed contract for your records. Please note that the bulk of the work is scheduled for completion by December 19th, 2025, with final completion anticipated by June 1st, 2026. Our engineer has indicated that the weather should not impede the completion of this project.

A few additional notes:

- The work is divided into two performance periods. The first will include the installation of the chambers and plunge pool —scheduled for Fall/Winter 2025— while the second—scheduled for spring 2026—will focus on regrading, repairing erosion matting, and reseeding as needed.
- I'll forward the insurance documentation from Poulin as soon as I receive it.
- I'll also coordinate with Todd once we schedule our construction kickoff in early November.

Please don't hesitate to reach out if you have any questions.

Thank you for your continued support of our work.

Best,
Josh



Josh Serpe—Project Manager
St. Albans, Vermont
Friendsofnorthernlakechamplain.org
Cell: 845-803-2546

K. PRICE COST PROPOSAL FORM

Date: 9/4/25

Project: Mill River Road SE Stormwater Improvement Plan

To: Friends of Northern Lake Champlain

From: Poulin Companies LLC
(Insert Name of CONTRACTOR)

In compliance with your RFP, the undersigned Contractor proposes to provide all services and supplies necessary for the management of this Project, in accordance with the **Invitation to Bid/RFP/Instructions to Bidders dated August 13, 2025** including any Amendments noted below, as prepared by the Owner for the consideration of the following amount:

PART

A. The Contractor agrees by signing this proposal to enter into a contract with the Owner and agrees pricing will be determined based on the following pricing plus direct construction costs with no further markup.

Mobilization, EPSC

Part A1 = Two thousand two hundred fifty dollars (\$ 2,250.00).

Plunge Pool, Culvert Outlet Stabilization, MC-3500 Stormwater Infiltration Chamber System

Part A2 = Forty three thousand dollars (\$ 43,000.00).

Total Project Costs (Parts A1 + A2):

Total = Forty five thousand two hundred fifty dollars (\$ 45,250.00).

The prices offered above are for Contractor services and shall include all supervision, labor salaries, benefits, bonuses, home office and field overhead, office support and management, including materials, equipment, mobilization and relocation costs, supplies, and profit, for successful performance of all specified services and work, including the services and work performed by the Contractor's core staff, the Contractor's other employees, and the Contractor's consultants and subcontractors. Contractor's prices are to include all services. The prices shall remain in effect during the entire performance period.

PART B. The undersigned understands that work shall be completed by December 2025. This estimated construction schedule duration will be finalized by the Contractor and the Owner at the time of contract award.

Acknowledgment is made of receipt of the following Amendments:

Karrie Garvey's email 8/26/25

Karrie Garvey's email 9/2/25

This form, its completion by the Contractor, and its use by the Owner shall not give rise to any liability on the part of the FNLC to the Contractor or any third party or person. By submitting and signing this RFP, the undersigned certifies that this firm/entity is not currently barred from bidding on contracts, that this firm/entity is not a part of any firm or entity that is currently barred from bidding on contracts, that the firm name given below is the true and complete name of the firm/entity and authorized to transact business and perform all work included in the scope of this RFP. In addition, the undersigned certifies that the firm/entity for which he is signing has thoroughly reviewed all aspects of this RFP, and that all information, data, and representations made by the undersigned and the firm/entity for whom he signs are true, are complete and accurate, and that the entity for which he signs will, upon award of the contract, execute and complete a contract with FNLC on the terms set forth herein, unless changed and agreed to in writing by The FNLC.

PART C. SIGNATURE PAGE

Contractor: Poulin Companies LLC

By: Nicola Smith
Typed name

Business Manager
Title

Nicola Smith

Signature

(802) 557-7312

Telephone

By: Friends of Northern Lake Champlain
Dr Kent E Henderson
Typed name

Board Chair
Title

(Sept 17 2025)
[Signature]

Signature

802-373-1998

Telephone

PROJECT SUBSTANTIALLY COMPLETE BY DEC. 19, 2025. FINAL COMPLETION NO LATER THAN JUNE 1, 2026 OR AT THE TIME OF FULL VEGETATIVE ESTABLISHMENT. PROJECT TO BE INVOICED FOR FULL AMOUNT LESS \$2,000 AFTER APPROVAL OF SUBSTANTIAL COMPLETION. FINAL \$2,000 TO BE PAID AFTER FINAL VEGETATIVE ESTABLISHMENT.

BID BOND
Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)

Poulin Companies, LLC
431 Pine Street
Burlington, VT 05401

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Friends of Northern Lake Champlain
St. Albans, VT 05478

BOND AMOUNT: \$ Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Mill River Road SE Stormwater Improvement Plan - Mill River Road, Georgia, VT 05478

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September, 2025

Nicola Smith

(Witness)

Nicola Smith, Business Manager

Poulin Companies, LLC

(Principal)

(Seal)

Connor Poulin

(Title) Connor Poulin, President

Old Republic Insurance Company

(Surety)

Robin W. Faraone
(Title) Robin W. Faraone, Attorney-in-Fact

S. Derenzo

(Witness)

Samantha Derenzo,
Surety Bond Administrator





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BRIAN J. AITCHISON, PETER RICKER, ROBIN W. FARAONE, IAN SUTHERLAND,

RYAN LEE, JOANNE VANDYK of BURLINGTON, VT

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of February, 2024.

[Signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

[Signature of Alan Pavlic]

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of February, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



[Signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



95-0120

ORSC 11008 (6-93)

HICKOK & BOARDMAN INS

Signed and sealed at the City of Brookfield, WI this 5th day of September, 2025.

[Signature of Karen J. Haffner]

Assistant Secretary



ADVANCED DRAINAGE SYSTEMS, INC.

MILL RIVER ROAD
GEORGIA, VT



MC-3500 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-3500.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 4.5.7.6 DESIGNATION SS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPED FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THE CHAMBERS CAN WITHSTAND ALL LOADS TO WHICH THEY WILL BE EXPOSED. ALL CHAMBERS SHALL BE DESIGNED TO WITHSTAND LONG-TERM (DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS; BASED ON THE ASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
 - CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (1 MIN) ASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (7.5-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PAIRED (1-WEEK) ASHTO DESIGN TRUCK
 - REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, #) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.3 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/INCH² (1) TO RESIST CHAMBER DEFORMATION AND 2) TO RESIST CHAMBER DEFORMATION
 - REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE RECALCULATED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL BE RECALCULATED BY THE MANUFACTURER WITH A SAFETY FACTOR OF 1.5 FOR ALL UNIFORM BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

- STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS
- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE.
- CHAMBERS ARE NOT TO BE BACKFILLED WITH DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - BACKFILL WITH 12" (300 mm) OFF-SPEC GRAVEL
 - BACKFILL WITH 12" (300 mm) FIN CHAMBERS
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE
- MAINTAIN MINIMUM - 6" SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE ASHTO M3 DESIGNATION OF #3 OR #4.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
 - THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER Tired LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE.
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
 - FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING
- USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

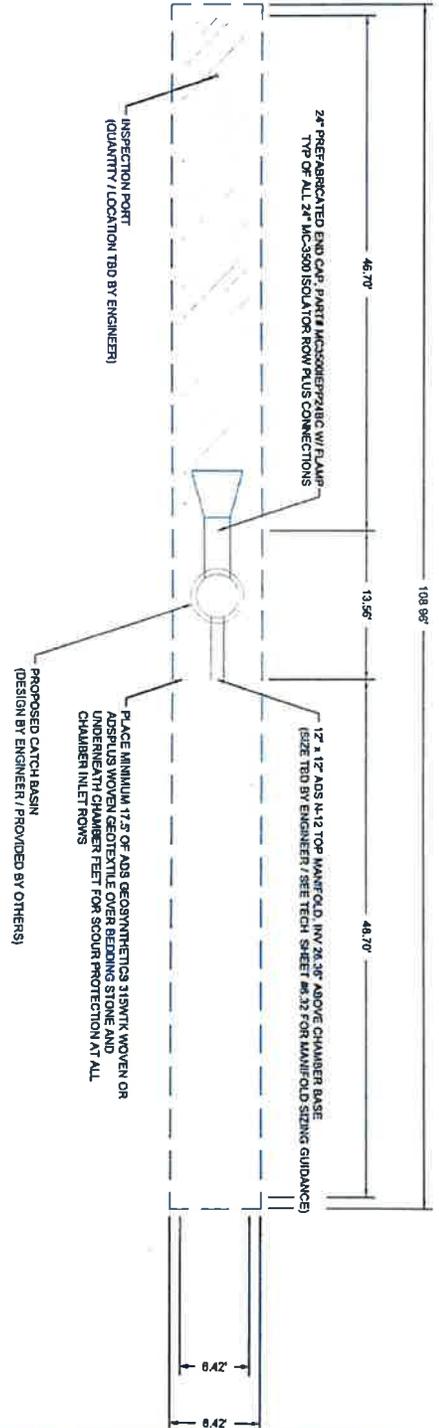
CONTACT STORMTECH AT 1-888-682-2684 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

CONCEPTUAL LAYOUT

12" STORMTECH MC-3000 CHAMBERS
 (4) 12" STORMTECH MC-3000 CHAMBERS
 INSTALLED WITH 12" COVER STONE, 6" BASE STONE, 40% STONE VOID
 AREA OF SYSTEM: 917 FT²
 PERIMETER OF SYSTEM: 235 FT

PROPOSED ELEVATIONS

MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/TAMPED): 183.00
 MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC): 177.00
 MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC): 178.50
 MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT): 178.50
 MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT): 178.50
 TOP OF STONE: 178.00
 TOP OF SAND: 178.00
 12" TOP CONNECTION INVERT: 171.42
 24" BOTTOM (ISOLATOR ROW PLUS) CONNECTION INVERT: 171.25
 BOTTOM OF CHAMBER: 171.25
 BOTTOM OF STONE: 170.50



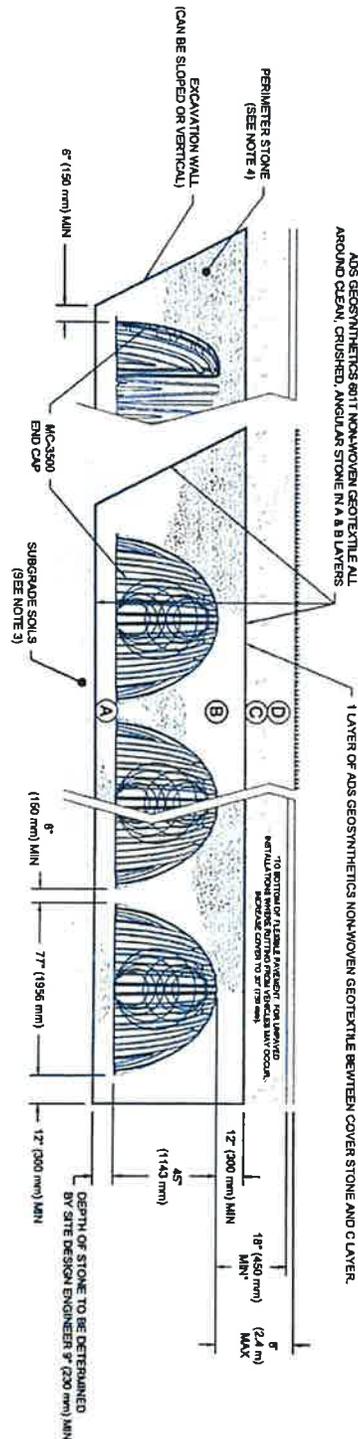
<p>4640 TRUEMAN BLVD HILLIARD, OH 43028 1-800-733-7473</p>	<p>70 SHAWOOD ROAD SUITE 3 ROCKY HILL CT 06827 888-629-4188 860-482-0884 WWW.STORMTECH.COM</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>DRW</th> <th>CHK</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>01/06/2024</td> <td>AC</td> <td></td> <td>REVISED PER ENGINEER'S PLAN</td> </tr> <tr> <td>09/26/2023</td> <td>AC</td> <td></td> <td>REVISED PER ENGINEER'S PLAN</td> </tr> </tbody> </table>	REV	DRW	CHK	DESCRIPTION	01/06/2024	AC		REVISED PER ENGINEER'S PLAN	09/26/2023	AC		REVISED PER ENGINEER'S PLAN	<p>MILL RIVER ROAD GEORGIA, VT</p>
		REV	DRW	CHK	DESCRIPTION										
01/06/2024	AC		REVISED PER ENGINEER'S PLAN												
09/26/2023	AC		REVISED PER ENGINEER'S PLAN												
<p>NOT TO SCALE</p>	<p>DATE: 11/16/2023 DRAWN: AC</p>	<p>PROJECT #: - CHECKED: -</p>	<p>2 OF 5 SHEET</p>												

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE EXCLUSIVE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PROJECT IS DESIGNED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LOCAL REGULATIONS AND PROJECT REQUIREMENTS.

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	ASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR IMPAVED FINISH GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDEDMENT STONE ('B' LAYER) TO 2" (50 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	ASHTO M44 ¹ A-1, A-2, A-3 OR ASHTO M43 ¹ 3, 3S, 4, 4S, 5, 5S, 5T, 6, 6T, 6S, 7, 7S, 8, 8S, 9, 10	BEGIN COMPACTIONS AFTER 2" (50 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 1" (25 mm) MAX. LIFTS TO A MIN. 80% PROCTOR DENSITY FOR WELLS GRADED MATERIAL AND 80% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	ASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	ASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

- PLEASE NOTE:
- THE LISTED ASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST BE CLEAN, CRUSHED, ANGULAR, FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE "CLEAN, CRUSHED, ANGULAR NO. 4 (ASHTO M44) STONE".
 - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR A LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 8" (200 mm) (MAX) LIFTS USING TWO FULL COVERSAGES WITH A VIBRATORY COMPACTOR.
 - STORMTECH COMPACTION REQUIREMENTS MAY BE COMPACTIONED BY RAINING OR DRAGGING WITHOUT COMPACTOR EQUIPMENT FOR SPECIAL LOAD DESIGNS. CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
 - ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

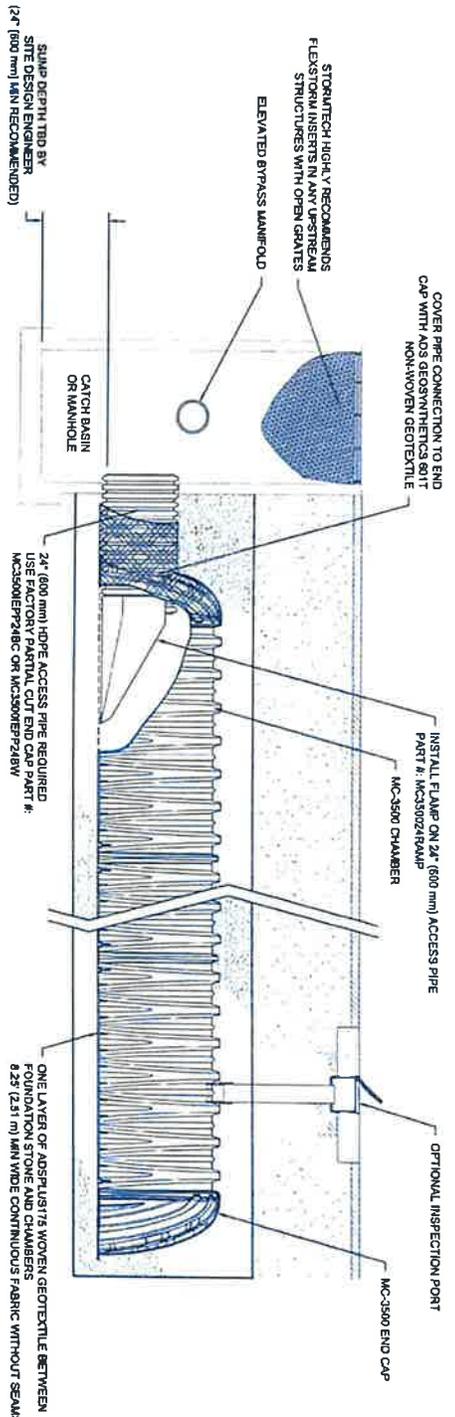


NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a, STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS' CHAMBER CLASSIFICATION 45/78 DESIGNATION SS.
- MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2727 STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS'.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE RELAYING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 1".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, A) THE ARCH STRESS CONSTANT AS DEFINED IN SECTION 8.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LB/SQ IN. AND B) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

 4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473	 Division of Trueeman Group 71 WOOD ROAD, SUITE 3 ROCKY HILL, CT 06067 860-426-8100 860-426-2000 WWW.STORMTECH.COM	REV	DRW	CHK	DESCRIPTION
		01/08/2024	AC		REVISED PER ENGINEER'S PLAN
					REVISED PER ENGINEER'S PLAN
MILL RIVER ROAD GEORGIA, VT					
DATE: 11/18/2023			DRAWN: AC		
PROJECT #:			CHECKED: —		

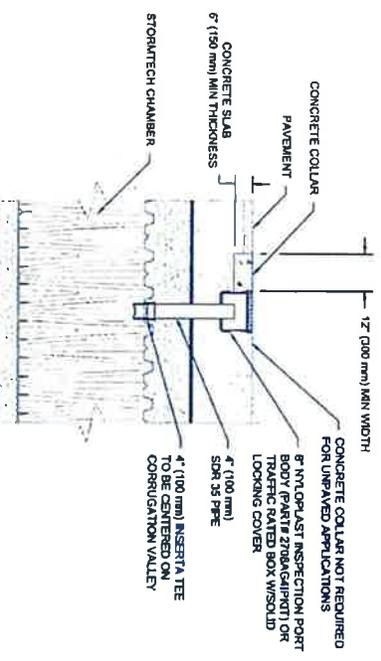
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MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
 - A.1. REMOVE AND CLEAN FLEXITORN FILTER IF INSTALLED
 - A.2. REMOVE AND CLEAN FLEXITORN FILTER IF INSTALLED
 - A.3. REMOVE AND CLEAN FLEXITORN FILTER IF INSTALLED
 - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - A.5. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
 - B. ALL ISOLATOR ROWS
 - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
 - 1) MARKS ON POLES OR COLEMS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - 2) USE SAFETY TIE-INS FOR CONFINED SPACE ENTRY
 - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
 - B.3. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FUSED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - C. VACUUM STRUCTURE SWAMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LOS. RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.



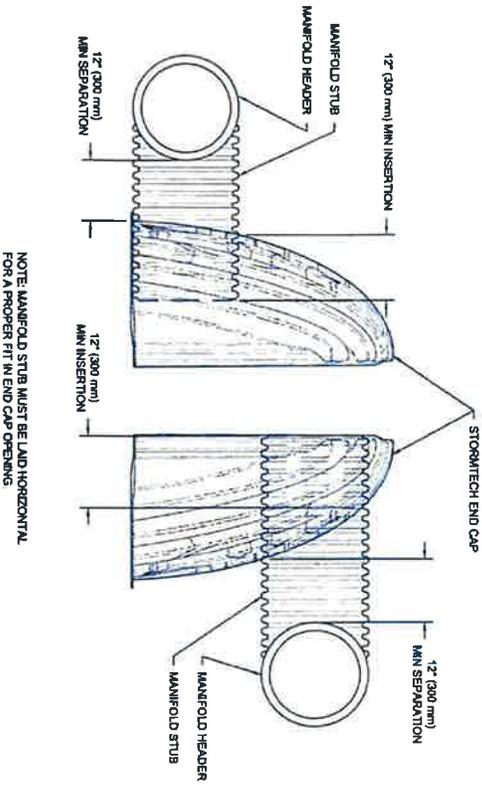
4" PVC INSPECTION PORT DETAIL
(MC SERIES CHAMBER)
NTS

- NOTES**
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
 2. CONDUCT JETTING AND VACUUMING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

		MILL RIVER ROAD GEORGIA, VT																					
4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473		DATE: 11/16/2023 DRAWN: AC PROJECT #: - CHECKED: -																					
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO US UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS SPECIFIED MEET ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DRW</th> <th>CHK</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>01/06/2024</td> <td>AC</td> <td></td> <td>REVISED PER ENGINEER'S PLAN</td> </tr> <tr> <td>06/24/2024</td> <td>AC</td> <td></td> <td>REVISED PER ENGINEER'S PLAN</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV	DRW	CHK	DESCRIPTION	01/06/2024	AC		REVISED PER ENGINEER'S PLAN	06/24/2024	AC		REVISED PER ENGINEER'S PLAN								
REV	DRW	CHK	DESCRIPTION																				
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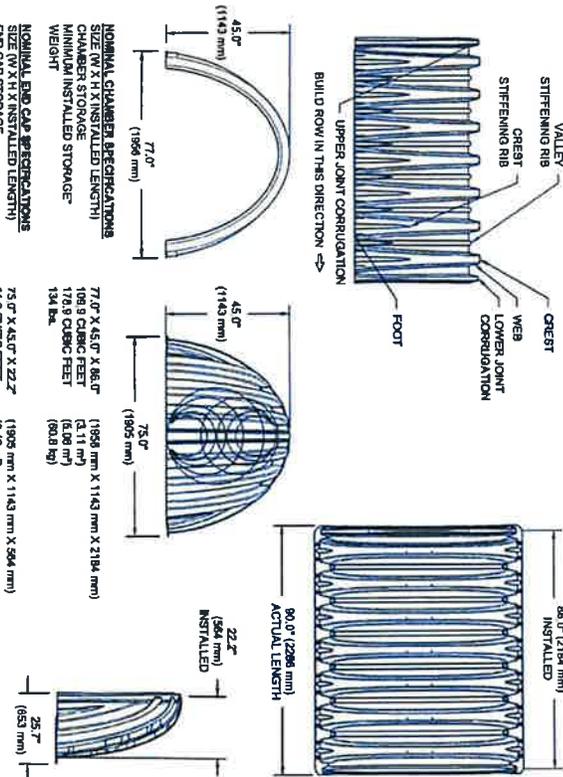
INTENTIONALLY
LEFT BLANK

MC-SERIES END CAP INSERTION DETAIL
NTS



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

MC-3500 TECHNICAL SPECIFICATION
NTS



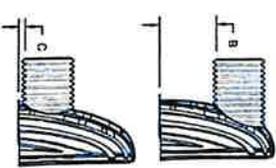
STUBS AT BOTTOM OF END CAP FOR EACH PART NUMBER BEING WITH "B" STUBS AT TOP OF END CAP FOR EACH NUMBER BEING WITH "C" END CAPS WITH A WELDED CROWN PLATE END WITH "C" END CAPS WITH A PREFABRICATED WELDED STUB END WITH "A"

*ASSUMES 1/2" (305 mm) STONE ABOVE, 6" (299 mm) STONE FOUNDATION AND BETWEEN CHAMBERS. 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY

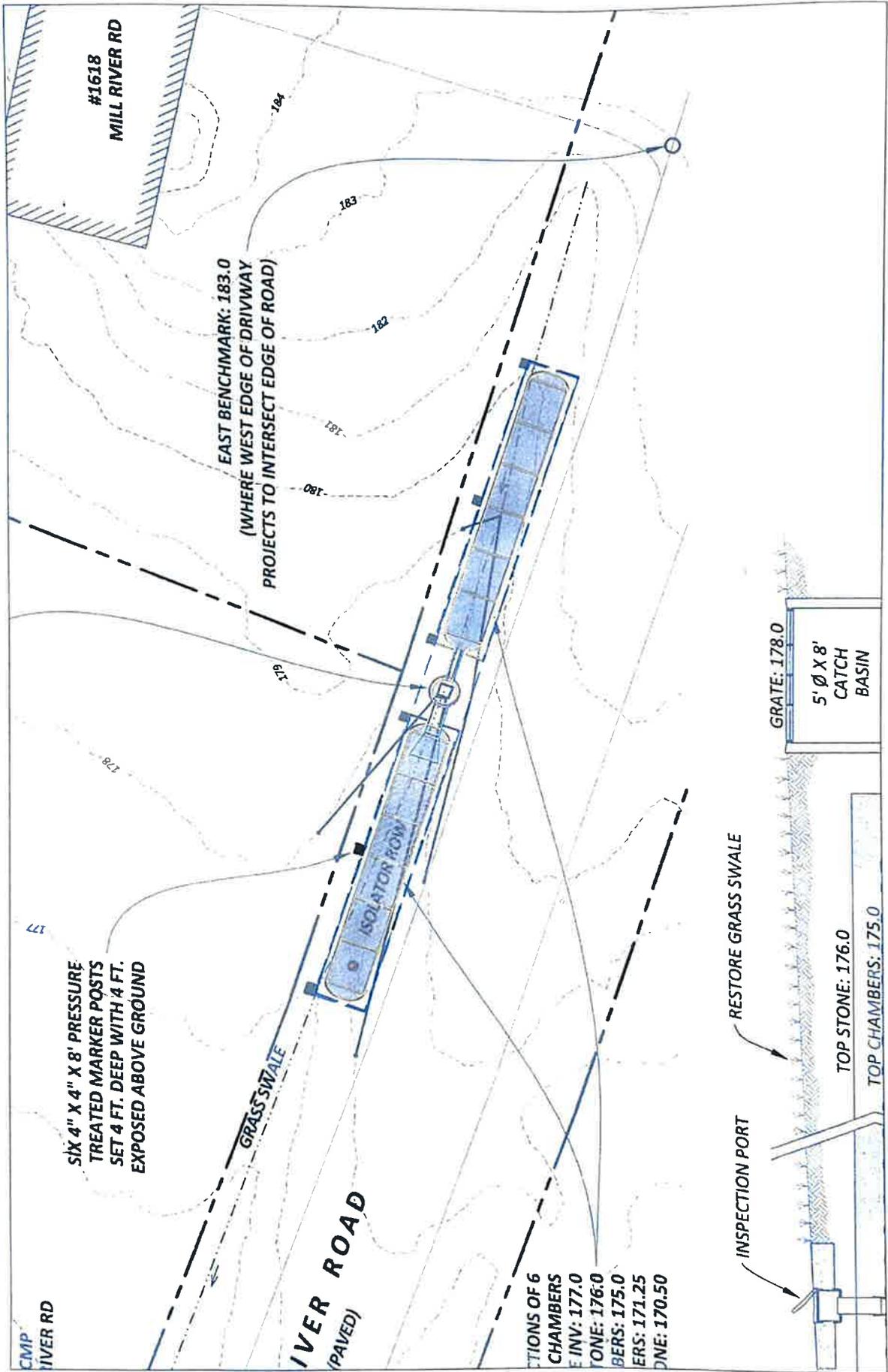
PART #	STUB	B	C
MC3500IEPP106T	6" (150 mm)	33.31" (844 mm)	0.96" (21 mm)
MC3500IEPP106S	6" (150 mm)	31.10" (781 mm)	0.81" (21 mm)
MC3500IEPP108	8" (200 mm)	20.04" (509 mm)	0.93" (24 mm)
MC3500IEPP108T	8" (200 mm)	20.36" (518 mm)	1.35" (34 mm)
MC3500IEPP108S	8" (200 mm)	23.37" (594 mm)	1.50" (38 mm)
MC3500IEPP117	12" (300 mm)	28.36" (719 mm)	1.50" (38 mm)
MC3500IEPP129	12" (300 mm)	23.37" (594 mm)	1.50" (38 mm)
MC3500IEPP157	15" (375 mm)	23.37" (594 mm)	1.50" (38 mm)
MC3500IEPP157T	15" (375 mm)	20.04" (509 mm)	1.50" (38 mm)
MC3500IEPP181W	18" (450 mm)	20.04" (509 mm)	1.77" (45 mm)
MC3500IEPP181WC	18" (450 mm)	20.04" (509 mm)	1.77" (45 mm)
MC3500IEPP181W	18" (450 mm)	20.04" (509 mm)	1.77" (45 mm)
MC3500IEPP211TV	24" (600 mm)	14.48" (368 mm)	2.06" (52 mm)
MC3500IEPP211TV	24" (600 mm)	14.48" (368 mm)	2.06" (52 mm)
MC3500IEPP211W	24" (600 mm)	14.48" (368 mm)	2.06" (52 mm)
MC3500IEPP211WC	24" (600 mm)	14.48" (368 mm)	2.06" (52 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL

CUSTOMER PRECORDER INVERTS ARE AVAILABLE UPON REQUEST. INVERTED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 13-24" (315-720 mm) RECOMMENDED MANIFOLD. CUSTOMER PRECORDER INVERTS ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 12" (300 mm). THE INVERT LOCATION IN COLUMN "B" ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.



	4640 TRUAMAN BLVD HILLIARD, OH 43028 1-800-733-7473		REV	DRW	CHK	DESCRIPTION	MILL RIVER ROAD GEORGIA, VT
			01/08/2024	AC		REVISED PER ENGINEER'S PLAN	
			01/24/2025	AC		REVISED PER ENGINEER'S PLAN	PROJECT #:
							CHECKED: --
75 WINDWOOD ROAD, SUITE 3 MOODY HILL, CT 06030 860-428-1118 860-482-2064 WWW.STORMTECH.COM			THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS/DETAILS DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LOCAL, REGULATIONAL, AND PROJECT REQUIREMENTS.				



#1618
MILL RIVER RD

EAST BENCHMARK: 183.0
(WHERE WEST EDGE OF DRIVEWAY
PROJECTS TO INTERSECT EDGE OF ROAD)

SIX 4" X 4" X 8' PRESSURE
TREATED MARKER POSTS
SET 4 FT. DEEP WITH 4 FT.
EXPOSED ABOVE GROUND

GRASS SWALE

IVER ROAD
(PAVED)

ISOLATOR POND

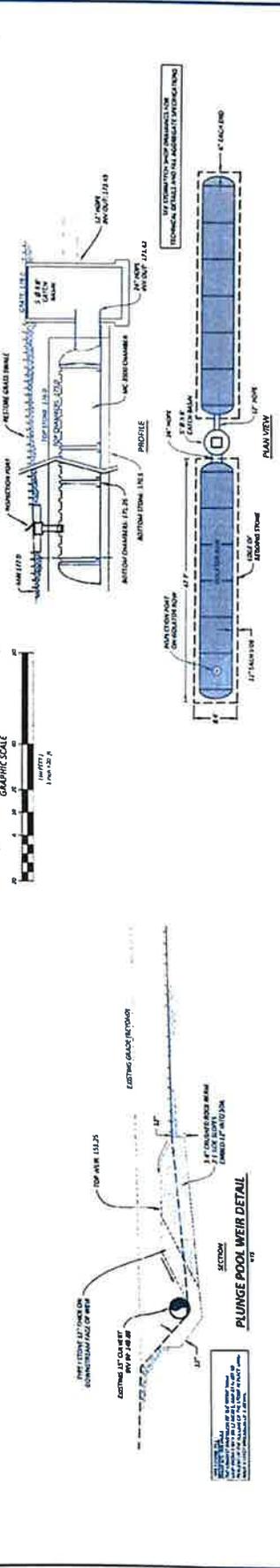
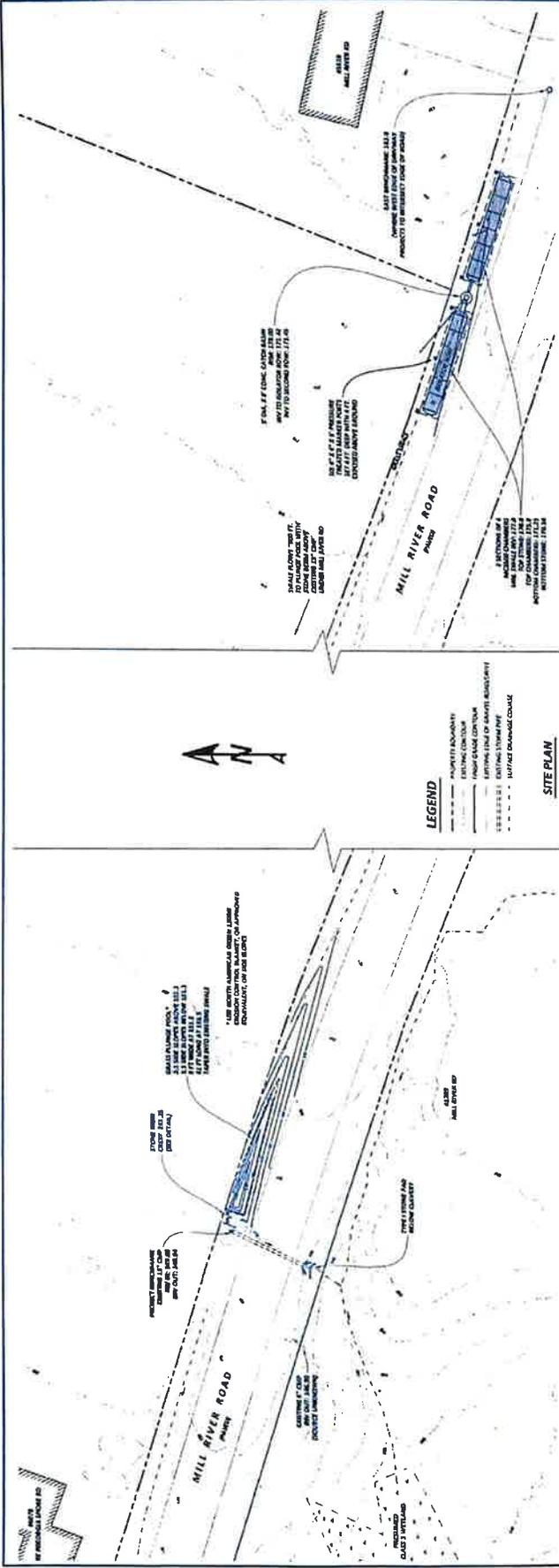
GRATE: 178.0
5' X 8'
CATCH
BASIN

RESTORE GRASS SWALE

INSPECTION PORT

TOP STONE: 176.0
TOP CHAMBERS: 175.0

CTIONS OF 6
CHAMBERS
E INV: 177.0
STONE: 176.0
BERS: 175.0
ERS: 171.25
ONE: 170.50



MILL RIVER ROAD
GEORGIA, VERMONT

STORMWATER IMPROVEMENT PLAN

WATERSHED CONSULTING

APPROVED BY: [Signature] DATE: [Date]

DRAWN BY: [Name] SCALE: [Scale]

CHECKED BY: [Name] SHEET: [Sheet]

OF: [Total Sheets]

DATE: [Date]

PROJECT: [Project Name]

LOCATION: [Location]

DATE: [Date]

SCALE: [Scale]

SHEET: [Sheet]

OF: [Total Sheets]

DATE: [Date]



Friends of Northern Lake Champlain

Memorandum

To: Poulin Construction

From: Friends of Northern Lake Champlain

Date: 18th September 2025

Re: Acknowledgement of Attachment C: Standard State Provision for Contracts and Grants

Attachments:

A) Attachment C: Standard State Provision for Contracts and Grants

Memo

Pursuant to the bid documents for the Mill River Southeast Storm Water project and Poulin Construction being awarded the contract, this memo serves as a reminder to follow Attachment C: Standard State Provisions for Contracts and Grants.

We kindly request a simple acknowledgment of receipt of this memo for documentation purposes under our grant application.

Sincerely,

Josh Serpe
Project Manager
JSerpe@friendsofnorthernlakechamplain.org

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

