



FY17 Vermont Better Roads Grant Application

Please complete this page ONCE and return with your Grant Category Application(s)

Town/Organization: Town of Highgate Contact Person(s): Andrew King

Address: PO Box 189, Highgate, VT 05459

Email: aking@highgatevt.org Phone: (802) 868 - 4697

DUNS #: 31966211 Fiscal Year End Month (MM): 6

Accounting System: Automated Manual Combination

Please use the suggested documentation checklist below to ensure that all of the relevant items regarding your application have been included.

- Grant application cover sheet (Only submit one)
- Grant application form (One per category/project)
- Itemized Cost estimate for labor, equipment, and materials (see enclosed Cost Estimate Worksheet). If applicable, please break down funding by source (i.e. different grant sources)
- Project Location Map (please show location of affected water)
- Sketch of proposed erosion control measures or other management practices, including distances in feet
 - Also show approximate location of town/other right-of-way and/or property lines
- Photo(s) of the project area
- Letters of Support (RPC, VTrans District Technical Staff, ANR Rivers and Streams Engineers, etc.)
- If Category C River/Road Conflict or Category D River/Stream Structure or Culvert, you must attach ANR/ACOE consultation



Vermont Better Roads Grant Program Application

Please complete one application per category and/or project you are applying for. You may make copies of the application for multiple applications per category and/or multiple categories.

Please check the Category you are applying for:

- B. Correction of a Road Related Erosion Problem and/or Stormwater Mitigation Retrofit for both gravel and paved roads
- C. Correction of a Stream Bank or Slope Related Problem
- D. Structure/culvert upgrades

Town/Organization: TOWN OF HIGHGATE

Project Name: TARTE ROAD CULVERT #2 (choiniere)

Road Name: TARTE ROAD TH #: 22 Structure # (if applicable): _____

Road Type: Unpaved Uncurbed

Class 3

Watershed: UNNAMED STREAM, MISSIQUOI BAY WATERSHED

Please provide a thorough description of the problem (ex. Roadway has steep slope with no ditch which is causing roadway erosion):

Existing culvert has failed at collar connection and base. Pipe has deteriorated under the road and is being crushed and broken. Current pipe diameter is 48 inches and is set such that the inlet is lower than the outlet creating standing water/pooling. Water flow is eroding banks of stream and carrying nutrients and sediment farm fields into the waterway.

Description of Project and how you plan to complete the work (ex. Stone line 500' of ditch by reshaping ditch and stone lining, working from the top of the project down to the bottom):

Replace current culvert with a pipe arch 64" x 43"x50" per hydraulic study. Adjust current grade to allow proper drainage rates and road cover depth to ensure quality flow rates and road cover depth to ensure quality flow rates and filtration characteristics for the utmost water quality in this sensitive agricultural area. Discussions with local farmer have occurred to achieve support for project.

Expected Effects (+ & -) on water quality (ex. Erosion will be eliminated by placing the stone ditch):

Water quality will greatly increase due to efficient water flow to provide for appropriate levels of filtering and correct discharge rates through all seasons. Utilizing long lasting structures and construction strategies will ensure water quality levels are sustained for years to come.



Distance from end of project to nearest water (stream, lake, or stormwater system that outlets directly to water). 0-50'

Progress to Date:

hydraulic study complete and engineering design in place.

Is there an emergency reason this project must be completed quickly? If yes, please explain:

"Next event" approval has been received from Chris Brunelle, ANR Stream Alteration Specialist, to respond quickly to imminent failure.

Has this project been identified through a municipal road inventory, capital budget plan, tactical basin plan, culvert inventory, or other management plan? If yes, please list which.

Yes: FNLC Storm-water Issue Report for Highgate

No

Please list any professionals you may have contacted for assistance with this project (ANR River

Management Engineer, Army Corps of Engineers, VTrans District Technical staff, Basin Planner etc.):

Chris Brunelle, ANR Stream Alteration Specialist

Jim Smith, Smith Technical Design

Jim Cota, AOT District 8 Project Manager

John Wilkins, AOT District 8 Technician

Denise Smith, Friends of Northern Lake Champlain

Is the project located in the town "Right of Way?" Yes, No, Both (if "Both" please explain further).

yes

Will the town road crew complete this work? Yes, No, Some (if "some" please explain further).

Partial. Town crew will work in conjunction with contracted services.



Describe how the grant funds will be spent and/or attach a project budget:
see attached cost estimate

How do you plan to meet the required 20% match on this grant?:
in-kind services and equipment

Requested Grant Amount (\$20,000 max Category B, \$40,000 max Categories C & D): \$ 40,000.00
 Estimated Total Project Cost (including 20% local match): \$ 50,000.00
 Estimated Completion Date: 11/01/2016

REQUIRED ATTACHMENTS:

- Itemized Cost Estimate (labor, equipment, materials)
(For assistance, call Better Backroads at 802-828-4585)
- Project Location Map
(Please show location of affected water; 1:12,000 USGS map, if possible)
- Sketch of proposed erosion control measures, including:
 - Distances (ft.)
 - Estimate of waste & borrow quantities
 - Approx. location of town/other right-of-way and/or property lines
- Photo(s) of the project area.
- Agreement for Entry and/or Deed of Easement (if project is outside Town ROW).
- If project involves stream or river/road conflict, include documentation of consultation with a River Management Engineer.
- Other appropriate supporting documents.

By signing this application I certify that all the information provided is accurate to the best of my knowledge. We will comply with all the requirements of the grant including making our books available for audit if required.

SIGNATURE OF APPLICANT: (Must be Town Administrator/Manager or Select Board Chair)

Name: *Spidei Britch-Valencia* Title: *4-15-16*

HYDRAULICS UNIT

TO: James Cota, District 8 Project Manager
Andrew King, Town of Highgate

FROM: Fianna Barrows, Structures and Hydraulics Design Engineer
Nick Wark, P.E., Hydraulics Engineer

DATE: January 4, 2016

SUBJECT: Highgate TH 22 (Tarte Road) over unnamed stream
Site about 0.75 miles west of TH 2 (Gore Road)
GPS coordinates: N 44.9925° W 73.0134°

We have completed our hydraulic study for the above referenced site, and offer the following information for your use:

Hydrology

This site has a flat drainage basin. It is primarily farm fields. The total contributing drainage area is about 0.4 square miles. There is an overall length of 5,400 feet from the divide to the site, with a drop in elevation of 70 feet, giving an average overall channel slope of 1.3%. The stream slope at the site was estimated to be about 1%. Using several hydrologic methods, we selected the following design flow rates:

Percent Annual Exceedance Probability	Flow Rate in Cubic Feet per Second (cfs)
43 %	20
10 %	39
4 %	53 - Design Flow - Local Town Road
2 %	66
1 %	80 - Check Flow

Channel Morphology

The channel upstream runs between two fields. It is narrow, deep, and has the ability to use the fields as a flood plain. Downstream of the structure the channel continues through fields but is not as deep. There is water ponded at the inlet probably due to the low slope and high amount of tall grass. There is some scour at the outlet. The bank full width measured in the field upstream of the structure as 3 feet and downstream of the structure was 2 feet to 4 feet. The Vermont Hydraulic Geometry Relationships anticipate a bankfull width of 8.5 feet for stream channels in equilibrium at this watershed size. Those curves may not be valid for this drainage area.

Existing Conditions

The existing structure is a corrugated metal pipe with a diameter of 4 feet. It provides a waterway opening of 13 square feet. The pipe is deteriorating under the road. This pipe about mid length is being crushed and has broken under the road.

Our calculations, field observations and measurements indicate the existing structure meets the current standards of the VTrans Hydraulic Manual. However, it does not meet the state stream equilibrium standards for bankfull width (span length). This structure results in a headwater depth of

Please contact us if you have any questions or if we may be of further assistance.

FDB

cc: Chris Brunelle, A.N.R. River Management Engineer
Hydraulics Project File via NJW

Tarte Rd. #2

Project Estimate

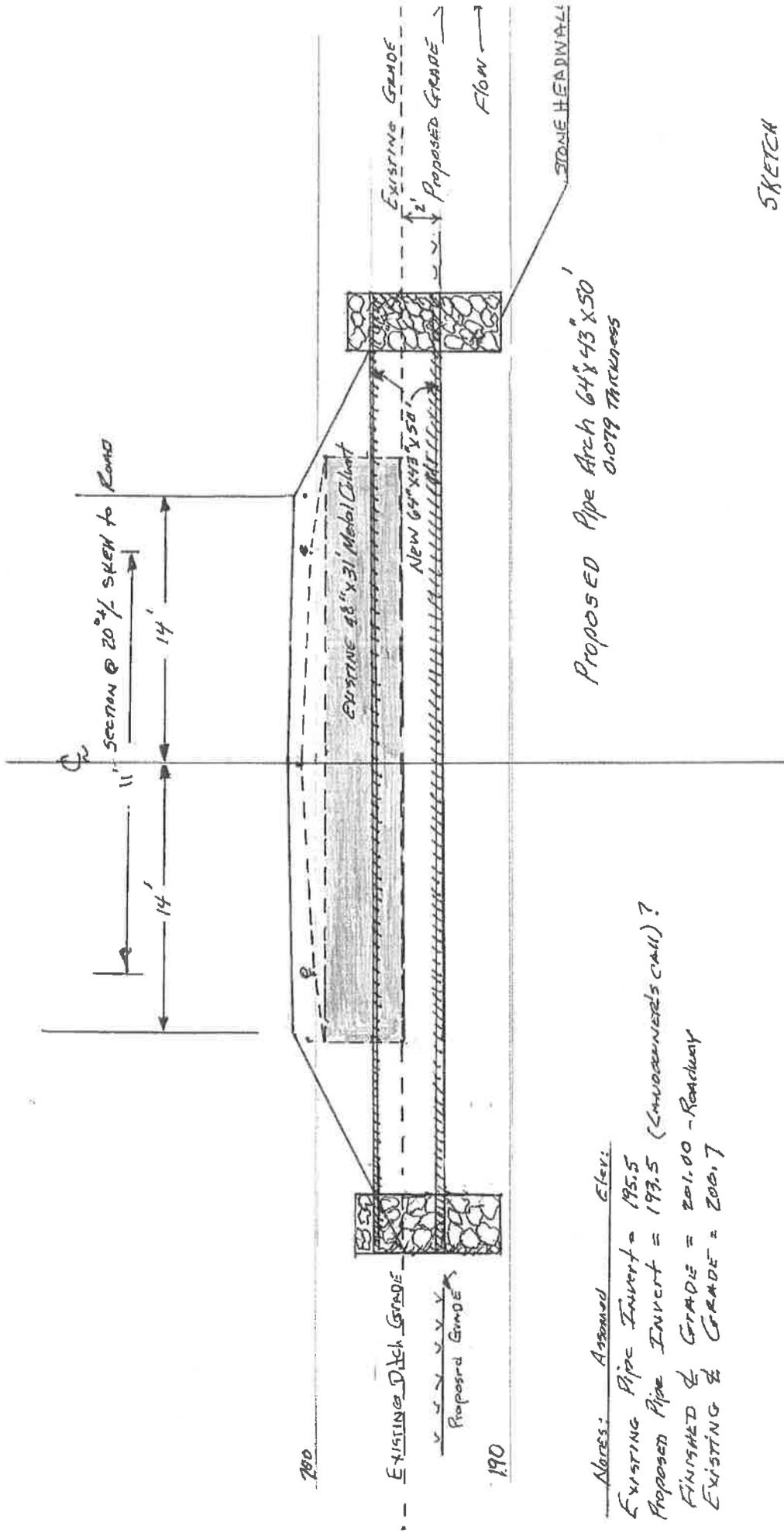
Pipe Arch Culvert - 64" X 43" X 50'

Item	Unit	Quantity	Unit Price Est.	Est. Cost	
Mobilization/Demobilization	L.S.	1	\$1,000.00	\$1,000.00	
Removal/Disposal of Old Structure	L.S.	1	\$1,000.00	\$1,000.00	48" Metal Culvert
De-watering site. (Pumps, pipes, etc.)	L.S.	1	\$1,500.00	\$1,500.00	
Pipe Arch Culvert - 64"X43"X50'	L.F.	50	\$88.10	\$4,405.00	Contech Price for Steel
Tandem Trucks - Town	Hrs.	20	\$128.55	\$2,571.00	
Grushed Stone - 10X50X1÷27=18.51 C.Y. X 1.2=22.22 C.Y. Grushed Stone - 10X50X1÷27=18.51 C.Y. X 1.2=22.22 C.Y.	C.Y.	24	\$18.00	\$432.00	Inplace - Bedding for Box
Stone Fill Type II = (2) X 20x5x2÷27= 14.81 C.Y. X 1.5=22.22 Stone Fill Type II = (2) X 20x5x2÷27= 14.81 C.Y. X 1.5=22.22	C.Y.	24	\$16.00	\$384.00	Ends of Culvert & Stream channel
Granular Backfill for Structures = Excavation 10x6x5÷27=55.55 x1.25=69.44 Granular Backfill for Structures = Excavation 10x6x5÷27=55.55 x1.25=69.44	C.Y.	70	\$16.00	\$1,120.00	In-place - VTrans 5 year bid cost
Gravel = 20X26X2=1040÷27=38.52x1.25=48.15 Gravel = 20X26X2=1040÷27=38.52x1.25=48.15	C.Y.	50	\$16.00	\$800.00	In-place - VTrans 5 year bid cost
Type 4 Stone for Headwalls (2) X 12X4X8=768÷27=28.44X1.25=35.55 C.Y. Type 4 Stone for Headwalls (2) X 12X4X8=768÷27=28.44X1.25=35.55 C.Y.	C.Y.	36	\$18.00	\$648.00	Stone Headwalls In-place - VTrans 5 year bid cost
Contracted Services (Excavator - 2 Laborers - Pumps - Compactors - all that is needed to install Large Structure).	Day	2	\$2,400.00	\$4,800.00	Excavation - Backfill - Etc.
Town Equipment					
Town Loader	Hrs.	12	\$52.72	\$632.64	Town & Contract Labor
Town Baby Dump	Hrs.	12	\$73.69	\$884.28	Silt Fence, Check Dams, etc.
Tandem Trucks - Town	Hrs.	32	\$128.55	\$4,113.60	Town Crew
Town Labor - Includes FB					
Foreman	Hrs.	36	\$40.00	\$1,440.00	
Equipment Operator	Hrs.	36	\$34.00	\$1,224.00	
Maintenance Worker	Hrs.	72	\$28.00	\$2,016.00	
			Round	\$28,970.52	Construction 2016

Note: There would be a savings of \$600 +/- if Contech AT2 was used.

JES - 4/11/2016

TARET ROAD #1



PROPOSED Pipe Arch 64" x 43" x 50'
0.079 THICKNESS

Notes: Assumed Elev.
 Existing Pipe Invert = 195.5
 Proposed Pipe Invert = 199.5 (Knochenwerts call?)
 FINISHED & GRADE = 201.00 - Roadway
 EXISTING & GRADE = 200.7

SKETCH

Higley
 TARET ROAD Culvert #1
 Scale 1" = 5'

SMITH TECHNICAL SERVICES
 66 DIAMOND ST.
 ST. ALBANS, VT. 05717-1077
 Jim Smith - 4-4-2016

CLASS D
 BBR

Submitted to CONTRACT 4/6/16

TARTE #2

Quotation

Quote # QUO-244687-N2X9S4					
Date	4/7/2016	Account Name	Town of Highgate	Reply-To	
Quote #	QUO-244687-N2X9S4	Contact Name	Andrew King	Contech Rep.	Steve Wolf, P.E.
		Phone	(802) 868-4697	Address	71 US Rte 1, Suite F, Scarborough, ME, 04074
Quote Name	Town of Highgate	Fax	(802) 868-3064	Phone	802-233-9110
		Email	aking@highgatevt.org	Fax	207-885-9825
Project City/State	Highgate Center, VT			Email	SWolf@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	H/C ARCH 2 2/3x1/2 ALT2 LS 14G 64x43IN - Length : 20	1.00	20.00	\$66.15	FT	\$1,323.00
	H/C ARCH 2 2/3x1/2 PLYGV LS 14G 64x43IN - Length : 20	1.00	20.00	\$88.10	FT	\$1,762.00
Total						\$3,085.00
Freight						\$200.00
(Tax not included) Net Total						\$3,285.00

Standard Notes

- All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
- Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
- Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
- Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
- This quotation expires 30 days from the date shown. Prices are firm for shipment within 60 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

Hel-Cor Pipe Arch

Corrugated Metal Pipe (Hel-Cor Pipe Arch) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations. Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos	By	Steve Wolf, P.E.	
Company	(O)	802-233-9110	

Quote # QUO-244687-N2X9S4			
By		(F)	207-885-9825
Title		(Cell)	
Date		Title	

Quote # QUO-244687-N2X9S4

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OF WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer fails to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired, termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

Tarte Road Culvert #2 (Choiniere)



I have reviewed this site with the Town. It is an undersized culvert failure. Approval of this application would very much reduce silt currently headed downstream. Our environment will be better protected.

Sincerely,
Jim Cota

VTrans Operations
District 8 Project Manager
Office.....802-527-5501
Mobile...802-782-0802



TARTE RD #2 CULVERT 2016

Highgate, VT



April 15, 2016

1 inch = 752 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.