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Submission information

Form: [Capital Request Form - Non-Vehicle Related](#) [1]

Submitted by Anonymous (not verified)

September 28, 2021 - 10:17am

71.126.253.36

**Department Name**

DPW

**Department Head Name**

Karen

**Department Head Title**

Superintendent

**Fiscal Year Requested**

FY22 (only use for Fall 2021 STM or in year use of funds not requiring Town Meeting action)

**Project Description**

Replace a rotted culvert in Northborough Road

**Select how your project fits into one or more of the following conditions from the town's Capital Plan**

Improvement to infrastructure

**Why is the project being requested?**

The culvert failed several years ago. We were able to put a plate over the broken area and pave over it to lock the plate in place. The culvert has deteriorated more and the plate is sinking and a new sink hole has appeared. We need to address the issue.

**Estimated Useful Life (in years)**

50

**Amount Requested**

70,000

**Expected Funding Source**

General Fund

**What alternate funding sources have you pursued to offset any portion of the amount requested?**

We looked into some small bridge and culvert replacement money but we have not qualified for any of those to date.

**Describe and quantify any revenue that this project may create for the town or alternatively operating costs that may be reduced (if applicable)**

None

**Estimated Annual Maintenance Cost of Project**

5,000

**Provide details of the expected timeline for implementation of this project, upon funding**

Design and spec still need to be completed. Permits are in place. Could likely bid over the winter. Work will be in spring or summer.

**Please provide any supporting documentation that supports the amount requested including any available vendor quotes.**

[11-02-2015\\_michie\\_quote.pdf](#) [2]

**Please provide any additional files that you believe may be helpful with our review of this request**

[northborough\\_culvert\\_plan.pdf](#) [3]

**Date Submitted**

September 29, 2021

**Source URL:** <https://www.southboroughtown.com/node/123501/submission/9326>

**Links**

[1] <https://www.southboroughtown.com/capital-planning-committee/webforms/capital-request-form-non-vehicle-related>

[2] [https://www.southboroughtown.com/system/files/webform/11-02-2015\\_michie\\_quote.pdf](https://www.southboroughtown.com/system/files/webform/11-02-2015_michie_quote.pdf)

[3] [https://www.southboroughtown.com/system/files/webform/northborough\\_culvert\\_plan.pdf](https://www.southboroughtown.com/system/files/webform/northborough_culvert_plan.pdf)



Michie Corporation  
173 Buxton Industrial Drive  
Henniker, NH 03242  
Phone: (603) 428-3218  
Fax: (603) 428-7426

Quote Number: 6882

Order Date: 11/2/2015

Customer Copy

Bill to:	C.O.D CLIENTS TOWN OF SOUTHBOROUGH, MA	Delivery to:	SOUTHBOROUGH, MA - CULVERT REPLACEMENT NORTHBOROUGH ROAD SOUTHBOROUGH, MA
Contact:	Bob Sykes	Project Manager:	
Phone :	Fax:	Phone :	Fax:
Customer ID: CASH Terms: C.O.D.	PO:	ShipVia:	Sales Rep: Don A.

Qty	Item	Description	Unit Price	TX	Extension
Structure: BC	Precast Box Culvert				

1 280800 Box Culvert: 8' Span x 6' Rise \$23,740.00  \$23,740.00

Box Culvert lay length shall be 45'-0", cast in 6 sections, 7'-6" long with sloped end sections.

PRICE INCLUDES:

- Designed for AASHTO HL-93 loading requirements for 0' to 2' earth cover.
- Concrete f/c: 5,000 psi @ 28 days. Cement per ASTM C-150.
- Reinforcing: Grade 60 black deformed bar per ASTM A-615.
- Bolt pockets, galvanized 7/8" threaded rods, nuts and washers to secure sections together.
- 1" Neoprene closed cell joint sealant and adhesive.
- Royston 104 AHT, 24" wide joint wrap with adhesive (supply item only, applied by contractor).
- Heaviest section to weigh approximately 13.3 tons (end section with attached curb).

SPECIFIC EXCLUSIONS:

- Exterior coatings, membranes and surface sealers.
- Crane rental service and all associated rigging appurtenances supplied by others.

\$23,740.00

Structure: CURB	Precast Concrete Curb Walls			
2 275700	Precast Curb Walls: Attached, no guardrail: 9'-4" Long x 0'-6" High x 0'-6" Wide.	\$390.00	<input checked="" type="checkbox"/>	\$780.00

PRICE INCLUDES:

- Concrete f/c: 5,000 psi @ 28 days. Cement per ASTM C-150.
- Reinforcing: Grade 60 epoxy coated deformed bar per ASTM A-615.

\$780.00

Structure: CUTOFF	Precast Concrete Cutoff Walls:			
2 275800	Precast Cutoff Walls: 9'-4" Long x 3'-4" High x 1'-0" Wide.	\$363.00	<input checked="" type="checkbox"/>	\$726.00

PRICE INCLUDES:

- Concrete f/c: 4,000 psi @ 28 days. Cement per ASTM C-150.
- Reinforcing: Grade 60 black deformed bar per ASTM A-615.
- #5 bar connection pins. Drilling, mixing and placement of grout by contractor.
- Weight per Unit: 2.5 tons.

\$726.00

Structure: FIELD	Field Assembly Assistance of Precast Components			
1 710600	Field Assistance:- Michie Corp field assembly assistance of precast components: (2 men, per day).	\$1,500.00	<input checked="" type="checkbox"/>	\$1,500.00

\$1,500.00

Structure: ENG	Engineering Charges			
1 716803	Engineering: MA PE stamped calculations & shop drawings.	\$4,000.00	<input type="checkbox"/>	\$4,000.00

- Services shall include stamped design calculations and shop drawings prepared on 2' x 3' size sheets.
- Fees for Engineering Services shall be invoiced immediately upon receipt by Michie Corporation of a signed quotation.
- Engineering charges specifically exclude Load Rating Certification and Mylar prints.

\$4,000.00



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Qty	Item	Description	Unit Price	TX	Extension
Structure:	<b>DEL</b>	<b>Delivery Charges</b>			
1	710500	Delivery Charges	\$2,925.00	<input type="checkbox"/>	\$2,925.00
		- Product delivered via flatbed trailer, off loaded and set in place by others.			
					<b>\$2,925.00</b>
Structure:	<b>FUEL</b>	<b>Fuel Surcharge - Per Delivery</b>			
0	710400	Fuel Surcharge - Zone 6	\$36.24	<input type="checkbox"/>	\$0.00
		- All deliveries to this project are currently subject to a fuel surcharge based on distance from our plant.			
		- Fuel surcharge is based on official energy statistics as provided by the US Government and are			
		adjusted monthly. These energy statistics are published on the EIA website at:			
		<a href="http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp">http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp</a>			
					<b>\$0.00</b>



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Taxable	\$26,746.00
Non-Taxable	\$6,925.00
Sub Total	\$33,671.00
Tax	\$1,671.63
<b>Total</b>	<b>\$35,342.63</b>

***Michie Corp has been a NCPA certified plant for a continuous 26 years.  
For more on what it means to be an NCPA certified plant, visit: [www.precast.org](http://www.precast.org)***

**AGREEMENT:** The Buyer agrees to purchase from Michie Corporation (Seller), and the Seller agrees to sell to the Buyer, the products set forth on the front side hereof, and the Buyer agrees to pay to the Seller the stated unit prices therefore. This Agreement is subject to credit approval. This quotation is based on limited information. Michie Corporation reserves the right to modify this proposal subject to the receipt of a complete set of plans and specifications for this project. This quotation expires 30 days from the date shown.

**DELIVERY:** Unless otherwise noted, prices include delivery F.O.B. job site, and are based on maximum legal loads. Should partial deliveries be required, they will be subject to a split/short load delivery fee. F.O.B. job site means the place of delivery must be accessible by truck and trailer under its own power, with maximum load; otherwise final delivery shall be at the expense of the Buyer. Buyer shall furnish labor and equipment to unload trucks. All deliveries allow for one hour maximum unloading time, anything over will be charged at the rate of \$130.00 per hour. Buyer shall give delivery instructions within a reasonable time before shipment is to be made.

**FUEL SURCHARGE:** All deliveries are subject to a fuel surcharge. Fuel surcharge is based on official energy statistics as provided by the US Government and published on the EIA website at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

**PAYMENT:** Seller's offer to sell the products herein is expressly conditioned upon Buyer's approved credit application or C.O.D. Payment is due to Seller net thirty (30) days from date of invoice and is not contingent upon Buyers receipt of payment or Owner's project payment schedule. All overdue accounts will be charged simple interest at the rate of 1.5% per month (18% per year) until such invoice is paid in good funds. If Seller turns this account over for collections Buyer agrees to pay all collection charges, including attorney fees and expenses, whether or not suit is brought. If at any time after acceptance of the order the financial responsibility of the Buyer becomes impaired or is unsatisfactory, the Seller reserves the right to require payment in advance of shipment or satisfactory security or guaranty that previous charges as well as future charges will be paid. Accounts over sixty (60) days will be placed on credit hold and will remain on hold until adequate arrangements have been made with the credit department.

**LIMITATION OF REMEDY AND LIABILITY:** It is expressly understood and agreed that the Seller's sole liability for any breach of warranty or other breach of default hereunder, and the Buyer's sole remedy therefore, shall be for the replacement or repair by the Seller of any defective material, or in the Seller's sole discretion, the amount of the purchase price paid to the Seller by the Buyer for any defective product. In no event shall the Seller be liable for consequential damages, nor shall the Seller be liable or responsible for any loss or damage suffered by the Buyer arising from or with respect to delay, interruption of business or disruption caused by Seller's inability or failure to supply materials or product set forth on the front side thereof.

**QUANTITY:** If Buyer elects to purchase only a portion of the material quoted herein, Seller retains the right to adjust prices on remaining items. When the Buyer requests a reduction of more than ten (10%) in the total quantity set forth on the front side hereof with respect to any item, the Seller has the right to increase the unit price of such item by a reasonable amount.

**DAMAGE CLAIMS:** Any damage to the product in transit must be noted on the delivery ticket or no claim for such damage will accrue against the Seller. Unloading of product is at the Buyer's risk and Seller assumes no responsibility for personal injury or for property damage. The Buyer will indemnify and save Seller harmless, including attorney's fees, against any such claims resulting from such unloading or from any claims against Seller arising from Buyer's installation of the products delivered hereunder.

**TAXES:** In addition to prices quoted on the front side hereof, the Buyer shall pay to the Seller any and all applicable sales or use taxes.

**DELAYS AND FORCE MAJEURE:** Seller shall not be liable for delay in delivering products where occasioned by any cause of any kind or extend beyond control of Seller including without limitation, armed conflict or economic dislocation resulting there from, embargoes, shortages of labor, raw material, fuel, energy, production facilities or transportation, labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires; floods; and accidents. It is intended that no liability shall accrue against Seller by reason of its not delivering any of the items set forth on the front side hereof, or any portion thereof, affected by any such occurrence. In event the delay caused by any of the foregoing, the time for performance shall be extended for such a time as may be reasonably necessary to enable Seller to perform. Seller at all times reserves the right to apportion its production among its customers as it may determine.

**DEFAULT OF BUYER:** Upon a default in payment by the Buyer of any amount due under this Contract, or under any other Contract between Buyer and Seller, Seller may at its option suspend performance of further manufacturing and/or delivery of the product to the Buyer, cancel the undelivered portion of this Contract or exercise any other remedies available under the New Hampshire Uniform Commercial Code, and in such event, all sums owing from Buyer to Seller shall without notice of demand become immediately due from Buyer to Seller. Buyer hereby agrees to pay all costs incurred by Seller in connection with Buyer's default hereunder, including the Seller's reasonable attorney's fees, exercise of any of its rights under this Contract shall not bar Seller from exercising its rights under any applicable lien law or other statute.

**RETURNS:** Full credit subject to a 30% handling/restocking charge will be allowed on undamaged standard inventory precast product authorized for return.



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**SPECIALS:** All specialty and non-standard product require a thirty percent (30%) deposit prior to fabrication. Special items not considered as standard inventory by Seller, and manufactured by Seller to Buyer's specifications or job requirements, will upon payment become the sole property of the Buyer and shall not be accepted for return after delivery. In addition, Buyer may not cancel or terminate for any reason its obligation to purchase special items once Seller has purchased the raw materials necessary to manufacture same. In addition, in the event Seller elects to cancel any portion of this Contract under the Paragraphs set forth above, Buyer shall be liable for the purchase price of any such special item with respect to which Seller has commenced the manufacturing process.

**INSPECTIONS:** All inspection charges are for Buyer's account. All inspections shall be conducted at Seller's plant by Buyer's authorized representative with reasonable advance notice. Failure of Buyer to avail himself of inspection privileges shall be deemed a waiver of the same.

**ENGINEERING:** Submittal drawings to be scheduled and invoiced upon receipt of signed order. Should stamped design drawings and/or buoyancy calculations be required, an additional charge will be assessed for this service.

**FIELD ASSISTANCE:** Seller may, at its sole discretion, provide the services of a field representative upon receipt of a request from Buyer. This service is offered only on the condition that Seller shall not be deemed to have approved or in any manner to have assumed responsibility for the engineering design of the job, supervision, inspection or quality of the workmanship. IN NO EVENT SHALL THE SERVICES OR STATEMENTS OF A FIELD REPRESENTATIVE BE DEEMED A WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLER'S PRODUCTS OR SERVICES.

**TITLE:** Title to the products sold and paid for hereunder shall pass to Buyer upon arrival of truck on jobsite, but Buyer shall not have the right to divert or re-consign such shipment to any destination other than that specified on the delivery ticket.

**PRICES:** The prices set forth on the front side hereof are guaranteed for shipment within ninety (90) days from the quotation date and are subject to a maximum escalation of eight (8%) percent for each thirty (30) days thereafter.

**GOVERNING LAW:** This contract shall be governed by and shall be construed in accordance with the law in force on the date of formation of this Contract in the State of New Hampshire.

**BONDS:** Seller has the right to receive the Bond copy upon request.

**COMPLETE AGREEMENT:** This Contract constitutes the final, complete and full agreement between the Seller and Buyer. No terms or conditions other than those contained herein, and no agreement or understanding, oral and written, in any manner purporting to modify these terms or conditions, whether contained in the Buyer's Purchase form, Seller's shipping release of elsewhere shall be binding on the Seller hereafter. All proposals, negotiations and representations, if any, made prior, and with reference hereto are merged herein. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

Thank you for considering Michie Corporation, Inc. for all your precast needs. Should you require additional assistance, please do not hesitate to contact us at your earliest convenience.

Sincerely yours,

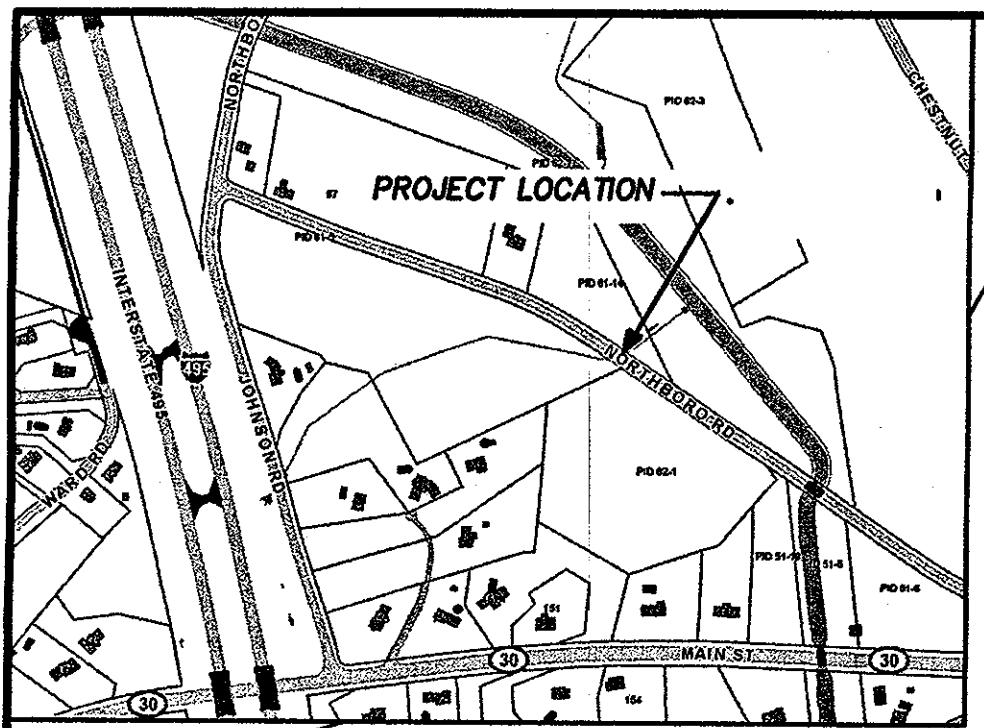
The above Prices, Terms and Conditions are Accepted

\_\_\_\_\_  
Don Arsenault  
Precast Sales

Date: \_\_\_\_\_

\_\_\_\_\_  
Bob Sykes  
Town of Southborough, MA

Date: \_\_\_\_\_



LOCUS MAP  
NOT TO SCALE

OHW

OHW