

Town of Woodstock
Selectboard Meeting
October 6th, 2025
4:00PM
Town Hall & Zoom
Agenda

- A. Call to order**
- B. Additions to & deletions from posted agenda**
- C. Citizen Comments – Three-Minute Limit**
- D. Discussion and Vote**

Award of FY 26 Sand, Salt, Gravel Bids
Bond Vote date for Main Waste Water Plant Renovation

- E. Proposed executive session¹ V.S.A 313**
- F. Other Business**
- G. Adjournment**

Zoom

The link to join us is

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEE0MzJaMlBKeHJPUjB6QT09>

or from zoom.us you can enter these details to join the meeting

Meeting ID: 847-8240-6503

Password: 247624

You can also download the Zoom app on your smartphone

**TOWN OF WOODSTOCK
INVITATION TO BID
DEICING SALT PURCHASE
2025**

Bid Specifications

The Town of Woodstock is soliciting proposals for the delivery of deicing salt materials to the Town of Woodstock for the period ending May 1, 2026.

All salt to be delivered to the Town Highway Garage located at: 2576 West Woodstock Road, (US Route 4) in West Woodstock.

All materials will be sold to the Town of Woodstock throughout the year, in small increments.

Normal procedure is for the Director of Public Works, to contact the vendor and order a specific number of truckloads of a specific product for immediate delivery.

All material volumes are estimates; actual amounts may vary. Price quoted is for the period ending May 1, 2026.

Materials to Quote

Clearlane

Deicing Salt Ice Control

Quantity

6,000 – 7,500 Ton

Bids:

Bids are due on Monday September 15th, 2025 at Town Offices at 2:00PM either in person or by mail. Bids will be opened publicly in the large conference room Woodstock Town Hall located at 31 The Green, Second Floor on September 15th 2025 at 2PM.

Please submit bids by mail to:

Eric Duffy, Municipal Manager

Woodstock Town Hall

P.O. Box 488

Woodstock, VT 05091

****Mark on the outside of the envelope- "2025 Salt Bid".**

Questions

Please contact Eric Duffy for questions: (802) 457-2233; EDuffy@townofwoodstock.org

Award will be based on price and other considerations.
All Bidders must include proof of Worker's Compensation at time of award
Women and minority owned businesses are encouraged to submit a proposal
The Town of Woodstock reserves the right to reject any and all bids received



24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

09/10/2025

Woodstick Town Hall
Eric Duffy
P.O. Box 448
Woodstock, VT 050910

RE: 2025 Salt Bid

Cargill, Incorporated - Salt, Road Safety ("Cargill") regrets that we will be unable to submit a bid for your deicing requirements for the winter season 2025/2026.

Please retain our name on your bidders list for possible future consideration.

Sincerely,

A handwritten signature in cursive script that reads "Celeste Castaneda".

Celeste Castaneda
Customer Care Representative I
(800) 600-7258
Salt_CustomerCareRoadSafety@cargill.com



**AMERICAN
ROCK SALT™**

Mined with pride in the U.S.A.

August 19, 2025

Attn: Eric Duffy
Woodstock Town Hall
PO Box 488
Woodstock, VT 05091

RE: : "2025 Salt Bid"

To whom it may concern,

At this time, American Rock Salt Co., LLC is unable to offer a price quotation. However, we do request that our company remain on your bidder's mailing list for future invitations.

Please send future road salt bid requests to American Rock Salt Co., LLC at the following address:

American Rock Salt Co., LLC
P.O. Box 190
Mt. Morris, NY 14510

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

Jamie A. McClain
Marketing Manager

JAM / haw

**Town of Woodstock
Invitation to Bid
Sand Purchase
2025-2026**

The Town of Woodstock is soliciting proposals for the delivery of the following sand materials to the Town of Woodstock for the time period of September 1, 2025, to June 30, 2026.

All sand to be delivered to the Town Highway Garage located on 2576 West Woodstock Road, Woodstock, VT.

A large sand pile of approximately 2,000 cu. yd. is put up for the beginning of the winter. During the winter, as the initial pile is used up, more sand is purchased. The normal procedure is for the Road Foreman to contact the vendor and order a specific number of truckloads of a specific product for immediate delivery throughout the winter.

Price quoted is for the period ending June 30, 2026.

All material volumes are estimates, actual amount may vary.

Material	Quantity
Dry Screened Sand	1,000 ton
Dry Manufactured Sand	2,000 cu. yd.
3/8 Crushed Stone	1,000 cu. yd.

Bids:

Bids are due on **MONDAY SEPTEMBER 15th 2025**, at Town Hall at 2:30 pm either in person or by mail. Bids will be opened in public in the 2nd floor conference room at the Woodstock Town Hall located at 31 the Green.

Please submit sealed bids by mail to:
Eric Duffy, Municipal Manager
Woodstock Town Hall
PO Box 488 Woodstock, VT 05091

****Mark on the outside of the sealed envelope "2025-2026 Sand Bid"**

D & D EXCAVATING, INC.
P.O. Box 179
Hartland, VT 05048

Matt Dow
(802) 291-1551

Mark Dow
(802) 291-3260

August 29, 2025

Eric Duffy
Municipal Manager
P.O. Box 488
Woodstock, VT 05091

Dear Eric:


RE: 2025 – 2026 Screened Sand Bid from D & D Excavating, Inc.

Please find below our bid for the timeframe of September 1, 2025 – June 30, 2026, for screened sand to be delivered to West Woodstock.

- 1,000 ton/700 cu yds of screened sand – price delivered to 2576 West Woodstock Road (US Route 4) in West Woodstock: **\$18.50/cu yd (~\$12,950) / \$12.94/ton (~\$12,940)**
- Proof of insurance is on file in your office. We sent a copy when we applied for our over-weight permit. Please let me know if you have not received this and I will have a copy mailed to you.

Please contact Mark Dow at (802) 291-3260 if you have any questions pertaining to this bid.

Sincerely,


Tricia Cornelius



Twin State Sand & Gravel Co., Inc.

Quality Construction Aggregates Since 1947

P.O. Box 5243 • West Lebanon, NH • 03784 • Ph: 603-298-8705 • Fx: 603-298-6120

September 15, 2025

Eric Duffy
Municipal Manager
Woodstock Town Hall
P.O. Box 488
Woodstock, VT 05091

Dear Eric Duffy:

Please see our pricing for the 2025-2026 Sand Bid below:

- 1,000 ton Dry Screened Sand, Delivered: **\$25.51/Ton**
- 2,000 CY Dry Manufactured Sand, Delivered: **\$25.51/Ton**
- 1,000 CY SuperGrit Winter Sand ("3/8" Crushed Stone"), Delivered: **\$24.51/Ton**

All Materials above are quoted out of the Hartland Quarry, located off of Route 5, via Quarry Road, in Hartford, VT. All materials are sold by the ton. Thank you for your consideration.

Sincerely,

Sherri Sonia

Sherri Sonia
Twin State Sand & Gravel Co., Inc.
603-858-4997
S.sonia@blaktop.com



Material Quotation

Main Office
3 Eastgate Park Road , Belmont , NH 03220
Phone: 603-527-5100

Customer Number:	5740	Quote Number:	Q-226024
Customer Name:	Town of Woodstock, VT	Quote Date:	9/10/2025
Customer Address:	Town Hall Woodstock VT, 05091	Price Valid Through:	10/1/2026
Contact Name:	Eric Duffy	Project Name:	Sand Purchase 2025-2026
Contact Phone:	802-457-3456	Project Address:	Woodstock VT, 05091
Contact Email:	eduffy@townofwoodstock.org	Customer PO #:	

Quoted By:	Jackson Mitchell	(603)-630-1455	jackson.mitchell@pikeindustries.com
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Product Code	Product Description	Location	QTY	Material Price	Haul Rate	Extended price
6215	Washed Stone Screenings	00623 W Lebanon NH	3200 TON	\$12.50	\$9.45	\$70,240.00
6303	3/8" Stone	00623 W Lebanon NH	1600 TON	\$12.50	\$9.45	\$35,120.00
6215	Washed Stone Screenings (3/8" Winter Sand Blend)	00623 W Lebanon NH	1 TON	\$12.50	\$0.00	\$12.50
TOTAL:						\$105,372.50

Additional Notes:

** Delivery rate to 2576 West Woodstock Rd. Woodstock, VT is an additional \$9.45 per ton for triaxles. **

Prices for products containing aggregate, cement, liquid asphalt, and/or steel are subject to equitable adjustment to account for any change in the prices of those materials, including any change in tariff rates, if the price changes are not covered by a specific index.

Pike reserves the right to adjust pricing based on total amounts awarded.

All products are subject to availability.

Verification and in place calculations are the responsibility of the purchaser.

A finance charge of 1% per month will be charged on all accounts over 30 days. Any legal fees incurred to collect overdue balances will be the sole responsibility of the customer.

Scheduling

Please provide advance notice of your schedule for these products so we can insure adequate inventory.

Fuel Adjustments

We reserve the right to impose a fuel escalation when fuel price changes from the time of contract to the point of sale based on the U.S. EIA (Energy Information Administration) weekly postings, New England (PADD1A) On-Highway Diesel Fuel Prices. This contract may be subject to material unit price adjustments to reflect increases.

Scheduling

Trucking requirements must be communicated for the next day by 2:00 p.m. in order to ensure proper scheduling. Cancellations due to issues such as weather, or equipment must be communicated as soon as possible, and may be subject to a charge of one-hour per vehicle to cover travel expenses.

Delivery

Delivery is subject to availability and/or restrictions. The customer is responsible for any required traffic control and identification of any hazards (overhead, such as wires and trees or underground, such as septic tanks, etc). Drivers have the right to request a safer area in which to unload. Wait time in excess of 15 minutes may result in additional billing of the truck at an hourly rate. In volatile petroleum markets, we reserve the right to impose a fuel escalation when fuel price changes from the time of contract to the point of sale. This adjustment will be evaluated and adjusted monthly if necessary based on the state specifications and postings.

Accepted By:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the "Order") comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials at Buyer's location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used

For additional information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having

access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

15. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES HEREBY AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. APPEALS MUST BE INITIATED WITHIN THIRTY (30) DAYS OF RECEIPT OF AN UNDERLYING AWARD, AS DEFINED BY RULE A-3 OF THE APPELLATE RULES, BY FILING A NOTICE OF APPEAL WITH ANY AAA OFFICE. FOLLOWING THE APPEAL PROCESS THE DECISION RENDERED BY THE APPEAL TRIBUNAL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**Invitation to Bid
Town of Woodstock
Gravel Purchase 2025-2026**

Project:

The Town of Woodstock is soliciting proposals for the delivery of the following gravel materials to the Town of Woodstock for the period ending October 1, 2026.

Bid Specifications:

- All gravel to be delivered to the Town Highway Garage located at 2576 West Woodstock Road (US Route 4) in West Woodstock
- All materials will be sold to the Town of Woodstock throughout the year, in small increments.
- Normal procedure is for the Director of Public Works to contact the vendor and order a specific number of truckloads of a specific product for immediate delivery.
- All material volumes are estimates; actual amount may vary. Price quoted is for the period ending October 1, 2026.

Material Specifications:

Material	Quantity	Location
¾" crushed gravel	4,000 cu. yd	Delivered to Town Garage
Hard Pak or Cer-Pak	4,000 ton	Delivered to Town Garage
Hard Pak or Cer-Pak	500 ton	FOB Plant
¾" crushed gravel	200 cu. yd	FOB Plant

***Please quote discounts for other gravel or stone products.**

Bids:

Bid to be submitted prior to Monday September 15th 2025 at 3:00 pm to:

Eric Duffy
Municipal Manager
PO Box 488
Woodstock, VT 05091

****Mark on the outside of the sealed envelope "2025-2026 Gravel Bid"**

Bids will be opened publicly in the Conference Room at the Woodstock Town Hall located at 31 the Green on September 15th at 3:00 pm.

Award will be based on price and other considerations. All bidders must include proof of Worker's Compensation and liability insurance in an amount of \$2,000,000 with the Town of Woodstock listed as an additional insured at time of award. Women and minority owned businesses are encouraged to submit a proposal. The Town of Woodstock reserves the right to reject any and all bids received.



1886 US-7
Pittsford, VT 05753
(802) 778-0352
Fax: (802) 747-7882
www.casellainc.com

Date Submitted: 9/15/2025

Submitted To: Town of Woodstock
Contact Name: Eric Duffy
Address: PO Box 488
Woodstock, VT 05091

Project Name: Town of Woodstock
Project Address: 2576 W Woodstock Road
Woodstock, VT 05091

Phone Number:
Email:

Tax Exempt: Y

Material:	Location:	Aggregate Estimated Units:	Unit of Measure:	Price Per Unit:	Extension:
3/4" Plant Mix (Delivered) (Cer-Pak)	Mendon	4,000.00	tons	\$ 21.20	\$ 84,800.00
3/4" Plant Mix (FOB) (Cer-Pak)	Mendon	500.00	tons	\$ 16.25	\$ 8,125.00
Estimated Total:					\$ 92,925.00

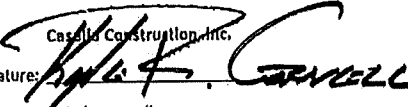
Terms and Conditions

Quote is valid for 30 days from date submitted unless signed by both parties.
All products are subject to availability.

Acceptance

The terms, specifications, and conditions are satisfactory, and are accepted and agreed to pending credit approval.

Customer: _____
Signature: _____
Name: _____
Title: _____
Date: _____

Casella Construction Inc.
Signature: 
Name: Kyle Cornell
Title: Project Manager
Date: 9/15/2025



Twin State Sand & Gravel Co., Inc.

Quality Construction Aggregates Since 1947

P.O. Box 5243 • West Lebanon, NH • 03784 • Ph: 603-298-8705 • Fx: 603-298-6120

September 15, 2025

Eric Duffy
Municipal Manager
Woodstock Town Hall
P.O. Box 488
Woodstock, VT 05091

Dear Eric Duffy:

Please see our pricing for the Gravel Bid 2025-2026 below:

- 4,000 CY $\frac{3}{4}$ " Crushed Gravel, Delivered: **\$24.56/Ton**
- 4,000 ton $\frac{3}{4}$ " Twin Pack (Hard Pak / Cer-Pak) Delivered: **\$23.06/Ton**
- 500 ton $\frac{3}{4}$ " Twin Pack (Hard Pak / Cer-Pak) FOB Plant: **\$12.70/Ton**
- 200 CY $\frac{3}{4}$ " Crushed Gravel FOB Plant: **\$14.20/Ton**

All Materials above are quoted out of the Hartland Quarry, located off of Route 5, via Quarry Road, in Hartford, VT. All materials are sold by the ton. Thank you for your consideration.

Sincerely,

Sherri Sonia
Twin State Sand & Gravel Co., Inc.
603-858-4997
S.sonia@blaktop.com



Cersosimo Industries, Inc.
AGGREGATE - CONSTRUCTION

TELEPHONE (802) 254-4500

PO BOX 1800
BRATTLEBORO, VERMONT 05302-1800

FAX (802) 251-9902

August 28, 2025

Town of Woodstock
PO Box 488
Woodstock, VT 05091

Re: Gravel Bid 2025-2026 Season

Dear Sir or Madam,

Cersosimo Industries, Inc. offers to provide the following quarry products to The Town of Woodstock, VT as follows:

C Amsden Pit, Weathersfield, VT

9/16" Cerpak

@ \$19.00 CY FOB

@ \$28.00 CY Delivered

1" Shoulder Material

@ \$22.00 CY FOB

@ \$31.00 CY Delivered

The material will be delivered to the town garage located at 2576 West Woodstock Road, West Woodstock, VT. The measurement of material is per cubic yard by truckload measured at the pit. All quotes are subject to product availability and this quote is effective until October 1st, 2026.

Thank you for the opportunity to present this price quote. If you have any questions, please do not hesitate to contact us.

Sincerely,

Todd Amato
Cersosimo Industries, Inc
(802)254-4500

D & D EXCAVATING, INC.
P.O. Box 179
Hartland, VT 05048

Matt Dow
(802) 291-1551

Mark Dow
(802) 291-3260

August 29, 2025

Eric Duffy
Municipal Manager
P.O. Box 488
Woodstock, VT 05091

Dear Eric:

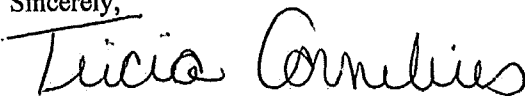
RE: 2025 – 2026 ¾" Crushed Gravel Bid from D & D Excavating, Inc.

Please find below our bid for the timeframe ending October 1, 2026, for ¾" crushed gravel to be delivered to West Woodstock and at D&D Excavating gravel pit in Hartland, VT.

- 4,000 cu yds of ¾" crushed gravel – price delivered to 2576 West Woodstock Road (US Route 4) in West Woodstock: **\$16.00/cu yd (~\$64,000) plus \$125/hr for trucking.**
- 200 cu yds of ¾" crushed gravel – price at D&D Excavating pit: **\$16.00/cu yd (~\$3,200).**
- Proof of insurance is on file in your office. We sent a copy when we applied for our over-weight permit. Please let me know if you have not received this and I will have a copy mailed to you.

Please contact Mark Dow at (802) 291-3260 if you have any questions pertaining to this bid.

Sincerely,



Tricia Cornelius



Material Quotation

Main Office
3 Eastgate Park Road , Belmont , NH 03220
Phone: 603-527-5100

Customer Number:	5740	Quote Number:	Q-225911
Customer Name:	Town of Woodstock, VT	Quote Date:	9/10/2025
Customer Address:	Town Hall Woodstock VT, 05091	Price Valid Through:	10/1/2026
Contact Name:	Eric Duffy	Project Name:	Gravel Purchase 2025-2026
Contact Phone:	802-457-3456	Project Address:	Woodstock VT, 05091
Contact Email:	eduffy@townofwoodstock.org	Customer PO #:	

Quoted By:	Jackson Mitchell	(603)-630-1455	jackson.mitchell@pikeindustries.com
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Product Code	Product Description	Location	QTY	Material Price	Haul Rate	Extended price
6101	4 - 6" Erosion Stone	00623 W Lebanon NH	1 TON	\$16.00	\$0.00	\$16.00
6303	3/8" Stone	00623 W Lebanon NH	1 TON	\$22.50	\$0.00	\$22.50
6310	3/4" Stone	00623 W Lebanon NH	1 TON	\$15.00	\$0.00	\$15.00
6315	1 1/2" Stone	00623 W Lebanon NH	1 TON	\$15.75	\$0.00	\$15.75
6328	3/4" Crushed Stone Base (HardPack)	00623 W Lebanon NH	1 TON	\$10.20	\$0.00	\$10.20
6342	1 1/2" Crushed Stone Base (Hardpak)	00623 W Lebanon NH	1 TON	\$10.20	\$0.00	\$10.20
6343	3" Crushed Stone Base (Hardpak)	00623 W Lebanon NH	1 TON	\$10.00	\$0.00	\$10.00
7325	3/4" Crushed Bank Run Gravel	00623 W Lebanon NH	1 TON	\$9.95	\$0.00	\$9.95
7337	1 1/2" Crushed Bank Run Gravel	00623 W Lebanon NH	1 TON	\$9.95	\$0.00	\$9.95
TOTAL:						\$119.55

Additional Notes:

** Optional delivery rate to 2576 West Woodstock Rd. Woodstock, VT is an additional \$9.45 per ton for triaxles. **

Prices for products containing aggregate, cement, liquid asphalt, and/or steel are subject to equitable adjustment to account for any change in the prices of those materials, including any change in tariff rates, if the price changes are not covered by a specific index.

Pike reserves the right to adjust pricing based on total amounts awarded.
All products are subject to availability.
Verification and in place calculations are the responsibility of the purchaser.
A finance charge of 1% per month will be charged on all accounts over 30 days. Any legal fees incurred to collect overdue balances will be the sole responsibility of the customer.

Scheduling
Please provide advance notice of your schedule for these products so we can insure adequate inventory.

Fuel Adjustments
Delivery rates may be subject to change if fuel costs increase dramatically from The time of contract to The point of sale.

Scheduling
Trucking requirements must be communicated for the next day by 2:00 p.m. in order to ensure proper scheduling. Cancellations due to issues such as weather, or equipment must be communicated as soon as possible, and may be subject to a charge of one-hour per vehicle to cover travel expenses.

Delivery
Delivery is subject to availability and/or restrictions. The customer is responsible for any required traffic control and identification of any hazards (overhead, such as wires and trees or underground, such as septic tanks, etc). Drivers have the right to request a safer area in which to unload. Wait time in excess of 15 minutes may result in additional billing of the truck at an hourly rate. In volatile petroleum markets, we reserve the right to impose a fuel escalation when fuel price changes from the time of contract to the point of sale. This adjustment will be evaluated and adjusted monthly if necessary based on the state specifications and postings.

Accepted By:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the "Order") comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials at Buyer's location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur; Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used for any other purpose.
- For sheets and product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having

access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

15. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES HEREBY AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. APPEALS MUST BE INITIATED WITHIN THIRTY (30) DAYS OF RECEIPT OF AN UNDERLYING AWARD, AS DEFINED BY RULE A-3 OF THE APPELLATE RULES, BY FILING A NOTICE OF APPEAL WITH ANY AAA OFFICE. FOLLOWING THE APPEAL PROCESS THE DECISION RENDERED BY THE APPEAL TRIBUNAL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.