

TOWN OF BRUSLY, LOUISIANA CULVERT PROGRAM APPLICATION

IMPORTANT – COMPLETE ALL ITEMS WITH *

NOTE- THE INFORMATION GIVEN WILL BE USED BY THE TOWN TO PREPARE A COST ESTIMATE. YOU WILL BE CONTACTED TO REVIEW THE ESTIMATE BEFORE OBLIGATING YOURSELF OR PAYING ANY MONEY.

* **PROPERTY OWNER:** _____ **PHONE:** _____

* **CONTACT NAME:** _____ **PHONE:** _____

* **PHYSICAL ADDRESS:** _____ **BRUSLY, LA 70719**
(Address where culverts are to be installed)

* **MAILING ADDRESS:** _____

* **WHO WILL SUPPLY DIRT:** _____
It is understood that the “Culvert Program” and “Release from Liability” documents are part of this application and agreement.

***NOTE: PLEASE MARK THE LOCATION WHERE THE CULVERTS ARE TO BE INSTALLED, PROPERTY LINES AND GIVE A BRIEF DESCRIPTION BELOW.**

DO NOT WRITE BELOW THIS AREA – FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: _____ BY: _____

MEASURED BY TOWN: _____ FEET CULVERT DIAMETER: _____ INCHES

<u>COST OF CULVERTS</u>	<u>NUMBER</u>	<u>X</u>	<u>PRICE</u>	<u>COST</u>
1. SECTIONS OF PIPE:	_____		\$ _____	\$ _____
2. “T” JOINTS	_____		\$ _____	\$ _____
3. GRATING FOR “T”:	_____		\$ _____	\$ _____
4. Coupling(s)	_____		\$ _____	\$ _____
5. Adapters (s)	_____		\$ _____	\$ _____
6. Special Adapter (s):	_____		\$ _____	\$ _____

TOTAL ESTIMATED COST \$ _____
(NOTE: OWNER PAYS 50%)

ESTIMATED OWNER’S COST: \$ _____
DEPOSIT \$ _____

ESTIMATED AMOUNT OWED ON COMPLETION \$ _____
ESTIMATED TOWN OF BRUSLY PORTIONS\$ \$ _____

DATE DEPOSIT RECEIVED: _____ BY: _____

RELEASE FROM LIABILITY

STATE OF LOUISIANA

PARISH OF WEST BATON ROUGE

Before me, the undersigned notary public, duly commission and qualified, personally came and appeared:

_____ Print Name

Initials:

_____ I am a person of the age of majority and with full understanding and competence, and being an owner of property in Brusly, Louisiana, and I do hereby acknowledge the following:

_____ I am aware that this is intended to be and will be a legally binding document, both on me, my heirs, assigns, vendees and successors in title and ownership;

_____ I further hereby recognize and understand that I have had the opportunity to consult with an attorney prior to execution of this document, and have either done so or waived my right to do so;

_____ I further hereby signify acceptance and agreement to the Town of Brusly and/or Parish of West Baton Rouge for installing culverts and catch basins, as well as any work incidental thereto, including but not limited to the digging of ditches and backfilling of dirt;

_____ I further agree that I will hold the Town of Brusly, its officers, employee(s), elected officials, employees and agents, completely, unequivocally and without reservation, free from any and all future financial responsibility or liability for the preparation, installation, quality of materials or workmanship, or product liability in conjunction with the culvert project on my property;

_____ I do hereby further acknowledge that I am aware of the following non-exclusive list of potential problems associated with the culvert installation and expressly agree to release the Town of Brusly from any liability:

1. Delay for commencing or completion of installation of culverts, be it from the fault of myself, third parties, fortuitous or unforeseen circumstances;
2. Misalignment due to improper backfilling of dirt or inadequate dirt coverage;
3. Ruts from equipment or scratch marks in yards, street shoulders or existing landscape;

4. Pipe or catch basin floating due to inadequate or improper backfilling techniques or standing water;

_____ I further hereby renounce, waive and reject, without any reservation, any and all rights, remedies, claims, demands and/or causes of action, which I may now have or subsequently acquire, as a result of or on account of, with respect to or in any way connected to said culvert installation, or to any future obligation or duty of the Town of Brusly.

Obligations of Landowners

_____ I further understand that work on the culvert installation will not commence until I pay an advance deposit of \$_____ to the Town of Brusly, representing 25% of the total **estimated** cost;

_____ I further understand that the above deposit will be forfeited if I do not adhere to the conditions and terms adopted by the Town of Brusly;

_____ I further understand that the total **estimated** cost I will owe the Town of Brusly is \$_____, representing 50% of the estimated cost;

_____ I further understand that the actual balance of eventual cost owed to the Town of Brusly is due within thirty (30) days after culvert installation (not completion of project which is responsibility of landowner);

_____ I further understand that I am responsible for 100% of the catch basin costs and 100% of the dirt costs; I further understand that if the ditch is not properly backfilled and the proper hardware is not installed (including grating) within thirty days, the Town will complete the project and bill the property owner, and if the bill is not paid within 30 days, the Town may place a lien on said property; and

_____ I further understand and acknowledge that I have been provided a copy of the Specifications and Limitations provision adopted by the Town of Brusly, and agree to same.

_____ I further more understand that I have (90) days to have a completed catch basin approved per Town specifications.

Landowner

Joey Normand, Mayor