



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Lance Lewand, Chairman
Paul L. Rafuse,
Water Superintendent

Michael MacEachern, Vice-Chairman

Nathan Mattila, Clerk
(978) 597-2212

Email: water@townsend.ma.us

WATER COMMISSIONERS MEETING AGENDA

July 31, 2018 - 5:00 P.M.

Water Department 540 Main Street, Meeting Room

I. PRELIMINARIES:

- 1.1 Call the meeting to order and announce meeting address.
- 1.2 Roll call.
- 1.3 Announce that the meeting is being audio recorded.
- 1.4 Chairman's additions or deletions.

II. MEETING BUSINESS:

- 2.1 Sign proposal for Bridge at Main Street Station from Paragon.

III. COMMISSIONERS UPDATES AND REPORT:

- 3.1

IV. WATER SUPERINTENDENT'S UPDATES AND REPORTS:

- 4.1

ADJOURNMENT:



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WATER COMMISSIONERS MEETING AGENDA

July 31, 2018 - 6:00 P.M.

Selectmen's Chambers, Memorial Hall, 272 Main Street, Townsend, MA

I. PRELIMINARIES:

- 1.1 Call the meeting to order and announce meeting address.
- 1.2 Roll call.
- 1.3 Announce that the meeting is being audio recorded.
- 1.4 Chairman's additions or deletions.

II. MEETING BUSINESS:

- 2.1 Approve/sign proposal for Bridge at Main Street Station from Paragon.
- 2.2 Declare vacancies for part-time Office Assistant and Operator in training, Water Technician.
- 2.3 Discuss payment of Attorney Fees.

III. COMMISSIONERS UPDATES AND REPORT:

3.1

IV. WATER SUPERINTENDENT'S UPDATES AND REPORTS:

4.1

ADJOURNMENT:



QUOTE

California "A" General Engineering #957465
POB 22431, Bakersfield, CA 93390
t. 6615774374 f. 6615774372

www.ParagonBridgeWorks.com

PARAGONBRIDGEWORKS

Number PBWQ3263

Date Jul 13, 2018

Sold To

Townsend water dept.
Lance Lewand, Chairman
Townsend, MA

Ship To

Townsend water dept.
Lance Lewand, Chairman
Townsend, MA

Phone
Fax

Phone
Fax

Salesperson	P.O. Number	Good through	Bridge Rating
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Christian

Line	Qty	Description	Unit Price	Ext. Price
1	1	Amount already quoted for 2w3r abutments	-\$13,117.04	-\$13,117.04
2	2	PreCast concrete abutment kit (2W5R)	\$12,165.62	\$24,331.24
3	8	Guardrail: Vehicular only, sold in 10' sections (GV10)	\$1,896.75	\$15,174.00
4	80	Primer coating, priced per linear foot (boxcar brown).	\$5.50	\$440.00
5	640	Primer coating entire bridge deck, including the underframe of bridge, priced per square foot (boxcar brown).	\$14.99	\$9,593.60
6	640	Top coating, priced per square foot (boxcar brown).	\$7.35	\$4,704.00
7	80	Top coating, priced per linear foot (boxcar brown).	\$2.25	\$180.00

SubTotal \$41,305.80

Tax (7.5% CA) \$0.00

Total \$41,305.80

Deposit required to start: \$0.00

I have read, considered, and agree to the terms listed on this document as well as Paragon's Sales Contract. I have the ability to access all necessary documents online or otherwise have been offered a printed copy.

Document	Download Link
Drawings	www.ParagonBridgeWorks.com/drawings
Sales Contract	www.ParagonBridgeWorks.com/contract Master Contract: 5 pages Schedule A: 2 pages // Schedule B: 1 page Schedule C: 3 pages // Schedule D: 1 page Schedule E: 2 pages // Schedule F: 1 page Schedule G: 1 page

Signature:

Date:

By: See Client Supplied Addendum A

Password: **ixoye**

Client Supplied Addendum A

On behalf of the Townsend Water Department and the Town of Townsend, we have read, considered, and agree to the terms listed on the documents referenced below as well as Paragon's Sales Contract. We have the ability to access all necessary documents online or otherwise have been offered a printed copy.

Reference Documents

(1) ParagonBridgeWorks Quote #PBWQ3263 Dated July 13, 2018

Board of Water Commissioners:

Lance Lewand, Chairman

Date

Mike MacEachern, Vice Chairman

Date

Nathan Matilla, Clerk

Date

Board of Selectmen:

Sue Lisio, Chairman

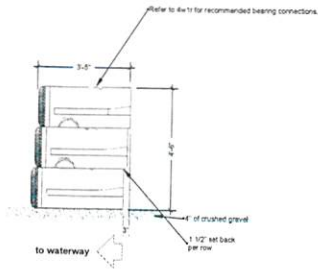
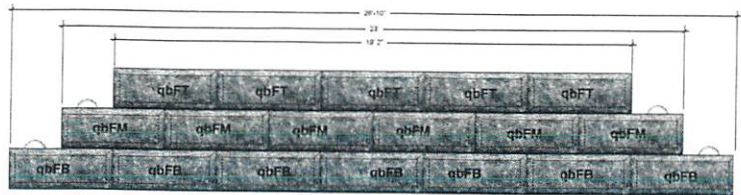
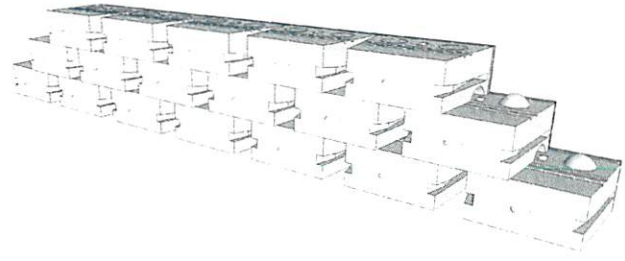
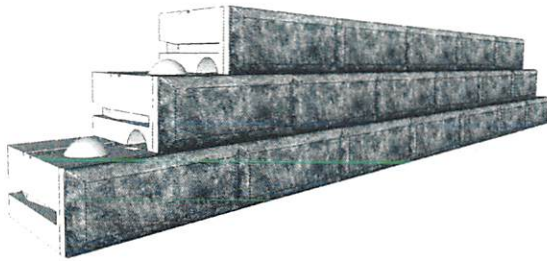
Date

Cindy King, Vice Chairman

Date

Wayne Miller, Clerk

Date



Please contact your Paragon Bridge Works representative to determine which bearing kit would be most appropriate for your situation. All bearing kits are optional and are NOT required to be purchased through Paragon.

Other part drawings that are referenced in this drawing include:
 Part qbFT located on drawing number qbEach
 Part qbFM located on drawing number qbEach
 Part qbFB located on drawing number qbEach



2w3r

Paragon Bridge Works
 2319 Fremont Ave.
 Berkeley, California 94704
 (916) 461-5774-4371
 (916) 461-5774-4372

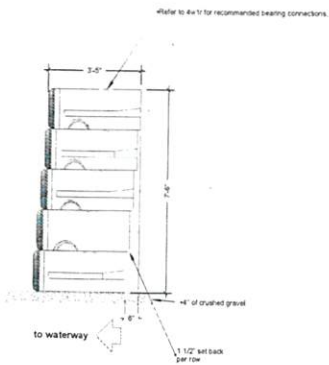
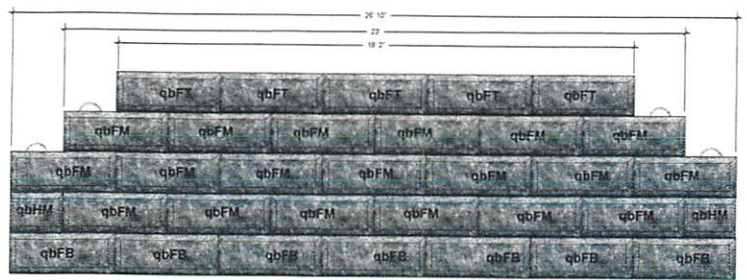
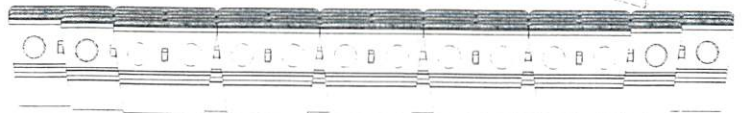
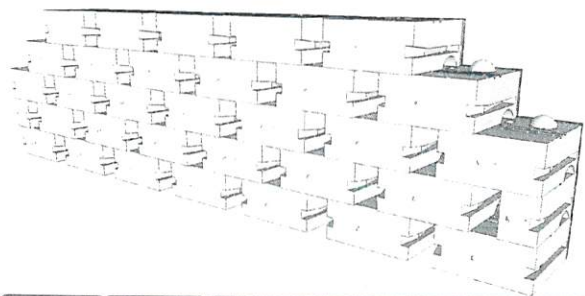
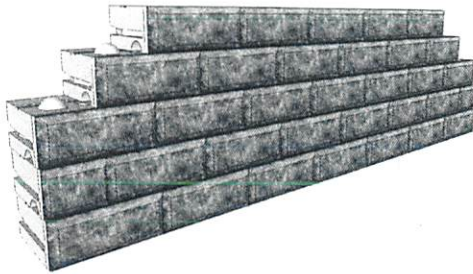
CLIENT

ISSUE
 09-06-13
 REVISION
 09-06-13

PROJECT NO.
 PROJECT
 Standard drawings

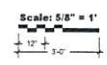
DRAWN BY
 MF
 DESCRIPTION
 Precast abutment kit

Q
 1



Please contact your Paragon Bridge Works representative to determine which bearing kit would be most appropriate for your situation. All bearing kits are optional and are NOT required to be purchased through Paragon.

Other part numbers that are references in this drawing include:
 Part qbFT located on drawing number qbEach
 Part qbFM located on drawing number qbEach
 Part qbFB located on drawing number qbEach
 Part qbHM located on drawing number qbEach



Drawings Number 2w5r	Paragon Bridge Works 14000 S. Main Street Bakersfield, California 93308 (805) 841-5774 ext 171 (805) 841-5774 ext 172	CLIENT	ISSUE 07-06-13	PROJECT NO.	DRAWN BY RF
			RE-ISSUE 07-06-13	PROJECT Standard drawings	DESCRIPTION PVE-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 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988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Contract

PARAGON **BRIDGE** WORKS

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

AGREEMENT made on the date that Paragon's estimate &/or invoice was signed by Client, between:

1. **Paragon Bridge Works, Inc** located at 8739 DeSwan Court, Bakersfield, CA 93314 United States ("Paragon") and;
2. The "Buyer", indicated as "Sold To" on Paragon's estimate &/or invoice, also referred to as the "Client".

Paragon's primary business is in converting railroad equipment into bridges. In general, Paragon buys and sells railroad equipment. Paragon also provides new bridges as well as bridge components.

1. *Sale of Goods.* All goods sold, including quantity, shall be described in Paragon's quote/invoice.
2. *Sale of Services:* From time to time Paragon may offer the following services.
 - (a) *Engineering:* See Schedule A for complete details.
 - (b) *Installation Service.* See Schedule C for complete details.
 - (c) *Consultation Service* See Schedule D for complete details.
 - (d) *Delivery.* See Schedule E for complete details.
3. *Price.* The price for goods sold shall be described on Paragon's invoice, payable in currency of the United States of America. Estimates and verbal prices given shall not be considered definitive. Any (quotes, estimate, invoices, etc) prices given on deliveries to and installations upon locations which Paragon has not inspected in person are to be construed as estimates only, and subject to further adjustment at the mutual agreement of the Parties. All engineering, installation, consultation, and delivery prices hereunder are conditioned upon the accuracy of the Client's representations, including without limit the ease of ingress and egress and the nature of the installation site. Irrespective of the Conflicting Terms section in this Agreement, all prices for delivery of goods sold are estimates only, and Client shall be solely responsible for any and all additional expenses of delivery. Payment terms shall be per Schedule B.
4. *Customs Duties, Fees, Charges, Taxes.* All Customs duties, fees, taxes, charges and other like costs assessed by the United States (Federal, State, City, County, etc) or any foreign Governments are the sole responsibility of Client. Paragon may be obligated to collect a certain portion of sales tax but this should not be considered to be an "all inclusive" tax collection. Client is responsible in ensuring all applicable taxes are paid.
5. *Insurance.* In no case does the purchase, delivery or installation price cover the cost of any insurance; Client shall be solely responsible for insuring all goods purchased during transportation, including the delivery from Paragon's facility to installation location. Paragon may offer or arrange such insurance coverage at an additional cost to Client.
6. *Contingencies.* Paragon shall not be liable for any delay in manufacture delivery or installation due to fires, tornadoes, earthquakes, strikes, labor disputes, war, terrorism, civil commotion, and delays in transportation, shortages of labor or material, undisclosed, unknown or unanticipated conditions or character of installation site, or other causes beyond Paragon's control. The existence of such causes of delay shall justify the suspension of manufacture, delivery and or installation, and shall extend the time of performance on Paragon's part to the extent necessary to enable it to perform its duties in the exercise of reasonable diligence after the causes of delay have been removed. The above justifications are non-exclusive and are in addition to the Force Majeure provisions below.
7. *Warranty.* Paragon warrants goods sold and installation only to the extent required by Jurisdictional Law or as described in Schedule F. THE WARRANTIES SPECIFIED IN SUCH SCHEDULE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. UNLESS OTHERWISE PROVIDED IN SCHEDULE F, GOODS SOLD AND INSTALLATION ARE SOLD STRICTLY AS-IS. Buyer accepts all liability for goods purchased and installed and agreed to indemnify and hold Paragon harmless for any claims made.
8. *Client Supplied Warnings.* Clients shall affix conspicuously upon or place conspicuously nearby Bridge, so as to be visible to users of Bridge in each direction, a Warning in the relevant language concerning all foreseeable risks of use to which the Bridge may be put, including without limit any risk as to weight, use, railings, trespassing, and risks to livestock and children, in addition to any warnings or signage otherwise required by Jurisdictional Laws.
9. *Frustration.* If Client fails timely to make any purchases required, necessary or desired for completion of any part of the work under this Agreement, or fails to facilitate or permit Paragon's completion of such work, including but not limited to,

obstructing or closing the work site, such shall be deemed a contingency suspending Paragon's obligations and liabilities hereunder until such frustration is eliminated.

10. *Notice Regarding Use of Proceeds.* Funds paid in anticipation of, concomitant with, or due under this Agreement are not deposits and shall be placed in Paragon's general business accounts for disbursement at Paragon's sole and absolute discretion, including portions of payment to be expended by Paragon on Delivery and Installation. Paragon shall apply any proceeds payable under this agreement to its various business needs at its absolute and sole choice, whether on behalf of the Client directly, indirectly, or not at all, and need not segregate such into trust or any other special accounts.
11. *Waiver of Statutory Disbursement, Allocation, and Trust Provisions.* No funds collected under this Agreement shall be considered as held in trust for the Client or any other party or subcontractor. CLIENT HEREBY WAIVES AND RELEASES PARAGON FROM THE PROVISIONS OF ANY REGULATORY LAW AND PROVISIONS THEREOF, INCLUDING ANY PROVISIONS INVOKING, AS PERMITTED. CLIENT AFFIRMS THAT THEY UNDERSTAND AND KNOW THE EFFECTS OF SUCH WAIVER ON THEIR RIGHTS, AND THAT NO CLAIM FOR THEFT CAN ARISE FROM ACTIONS REGARDING THE DISBURSEMENT AND ALLOCATION OF FUNDS RECEIVED BY PARAGON UNDER THIS AGREEMENT.
12. *Materiality of Deadlines.* No breach of any Deadline under this agreement shall be deemed a material breach unless:
 - (a) the deadline is specifically enumerated on, and not merely implied by, this Contract and its Schedules attached hereto,
 - (b) it relates to the payment of funds under this agreement, or
 - (c) the Client notifies Paragon in writing at the above address of the breach of deadline, making specific reference to the part of this Agreement specifying the deadline.
13. *Subcontractors.* Paragon may engage the services of subcontractors for portions of the Installation, Consultation, and Delivery contemplated hereunder. Paragon need not obtain written approval from Client as to any subcontractor before using such subcontractor's services.
14. *Safety of Jobsite/Warranty/Comparative Negligence.* Client warrants that its jobsite will be free from all dangerous conditions and hazards, except those specifically enumerated in writing and received by Paragon prior to commencement of Installation, Consultation, and Delivery. Client agrees to be strictly liable for the costs, including without limitation medical costs plus attorney's fees and costs, arising from any physical injuries to Paragon, its employees, owners, agents, or assigns, resulting from unsafe or dangerous condition of the jobsite or premises at which Client directs Paragon to perform under this agreement. The rule of comparative negligence shall govern this provision of this Agreement, but not any other provisions of this Agreement.
15. *Licenses.* Client understands that Paragon makes no representations other than those contained in the Schedules attached hereto, if any, that Paragon is or will to be licensed, or otherwise in compliance with, the contracting, construction, and other licensure requirements of Client's locale and/or installation site. Paragon may obtain any and all licenses and other compliance certifications and requirements requested in writing by Client at Client's cost. Such requests may introduce delays beyond Paragon's control, and Client agrees to suspend for the period of any such delay any performance due by Paragon under this Agreement which is delayed during or because of the pendency of any licensure, registration or compliance application or initiative. Client waives all rights to proceed in law or equity against Paragon on account of any deficiency of licensure on the part of Paragon.
16. *Claims for Delivered goods.* Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Delivery of goods, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion covered by a claim.
17. *Claims for goods Installed.* Refer to Schedule C.
18. *Maintenance.* Client shall inspect, repair and maintain Bridge, and otherwise keep Bridge in good working condition in perpetuity, and not permit such to become unsafe or fall into any type of dilapidation or disrepair. Client shall execute quarterly inspections.
19. *Future Alterations and Modifications.* As long as Bridge remains property of Client, Client shall not alter or change the design, structure, decking, or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon. Failure to do so will release Paragon from all liability and void any applicable warranties defined in Schedule F. Client shall indemnify and hold Paragon harmless for any claims related to alterations and/or modifications.
20. *Indemnification and Covenants as to Subsequent Owners.* Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from future owners of the Bridge and or the land upon which Bridge is installed. Client agrees that upon its selling Bridge, it will covenant with subsequent owners that such

new owners shall waive all claims against, and further indemnify, defend, and hold harmless both Client and Paragon against any claim arising out of the ongoing use or existence of the Bridge and not alter or change the design, structure or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon;

21. *Termination.* Paragon may refuse to sell, deliver, or complete construction of, Bridge at any time that Paragon, in the exercise of its sole discretion, shall deem itself insecure with respect to the condition of Client's ability to pay amounts owing under this agreement, or considers that Client's financial standing does not warrant sale, delivery, or installation, it being understood that in such event the Bridge and Installation shall remain Paragon's property.
22. *General Right To Cure.* If the Client alleges any breach of this agreement, Paragon shall have forty-five days during which time to attempt to cure any such alleged breach. No effort to cure shall be considered an admission of breach or wrongdoing on the part of Paragon.
23. *Indemnification/Wiaver.* Client shall indemnify, defend, and hold Paragon harmless for and against any third party claim relating to the Bridge, its use, presence, delivery and installation, including without limit claims of products liability, construction defect and negligence, and any claims against Paragon by any constituted government authority or non-governmental-organization. Client shall also waive, and indemnify, defend, and hold Paragon harmless for and against, any claim relating to actions or inactions of any sub-contractor pursuant to work done by sub-contractor with respect to Bridge, delivery and installation. Client's sole remedy against such sub-contractors shall be against them directly, and Client agrees to waive any and all claims under respondeat superior or any other theory of law or equity against Paragon for the acts and/or omissions of such sub-contractors.
24. *Cancellation by Client.* Client may cancel a Bridge or Bridge Project, only if Bridge is not manufactured and not in process of manufacture at the time Client's notice of cancellation is received by Paragon. Any cancellations beyond this point are not permitted, and Paragon shall be entitled to all amounts due under this Agreement as if Paragon's obligations hereunder were fully performed and accepted. Regardless of when and why cancellation is made, Paragon reserves the right to keep any deposits made.
25. *Assignment of Patent, Trademark, Copyrights.* In the event that Client on its own or through any affiliate or agent acquires any intellectual property rights in the Bridge, including without limitation rights in the name, brand, plans, schematics, design, visual depictions, verbal descriptions, construction, manufacturing and assembly processes, Paragon's name, including any and all patents, trademarks, copyrights, URL, or any other intellectual property rights, irrespective of the country in which such rights exist or apply, such rights shall automatically be and hereby are assigned by Client unconditionally and forever to Paragon and Paragon's assigns. Client agrees to execute and deliver any further documents which are necessary or proper to perfect such rights, as Paragon may request. Client waives any and all rights to assert or claim an interest in such rights, and agrees to defend Paragon against all claims in derogation of Paragon's rights in such property.
26. **PERSONAL GUARANTY.** THE PARTY WHOSE SIGNATURE APPEARS HEREUNDER ON BEHALF OF CLIENT AGREES TO BE PERSONALLY LIABLE FOR ANY AND ALL OBLIGATIONS AND SUMS DUE FROM CLIENT UNDER THIS AGREEMENT, AS IF HE OR SHE WERE CLIENT.
27. **LIMITATION OF DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF CLIENT BRINGS ANY ACTION CONCERNING THIS AGREEMENT AT LAW OR EQUITY AGAINST PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS, NO SUCH CAUSE OF ACTION SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, BY CLIENT, CLIENT'S GUESTS, OR ANY THIRD PARTY, EVEN IF PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PARAGON'S TOTAL LIABILITY FOR DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS THEN PAID BY CLIENT UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL OPERATE TO LIMIT THE AMOUNT OR THEORY OF DAMAGES WHICH ARE AVAILABLE TO PARAGON IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM ARISING THEREFROM, INCLUDING PARAGON'S POSSIBLE COUNTERCLAIMS IN SUITS CONCERNING THIS AGREEMENT.
28. *Security Interest.* Paragon shall have a security interest in goods and services sold as security for any and all payments due under this Agreement, and such shall be primary to any other lien or security interest in such items.
29. *Attorney's Fees.* If any dispute arises between the parties under this Agreement, even if such dispute is not litigated, the prevailing party shall be entitled to their reasonable attorney's fees and costs, payable by the other party.

30. *Severability/Enforceability.* In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad or unduly narrow, that paragraph or provision shall be limited or expanded to the extent required by applicable law in order to become enforceable, and shall be construed as having originally been so drafted.
31. *Late Payments.* Time is of the essence relating to any deadline concerning the payment of funds under this Agreement. A late fee of \$100, plus annualized interest of 18%, or the legal maximum, shall be assessed in the event of any late payment by Client to Paragon. This shall also apply to any amounts withheld pursuant to a dispute regarding this Agreement or work performed hereunder. This fee shall be as liquidated damages, not as a penalty, and is not in lieu of any other legal option available to Paragon. If any Client payment fails due to insufficient funds, the above interest and late fee shall be applied with an additional \$50 returned check fee, or the maximum amount otherwise allowed under Jurisdictional Law.
32. *Governing Law/Equitable Remedies/Jury Waiver.* This Agreement and the performance of obligations hereunder will be governed by the laws of the State of California, without reference to California's Conflicts of Laws provisions. The parties agree that any damages under this agreement will be of a nature which might not be remedied by monetary damages alone, and that additional equitable remedies shall be permitted for such, and that any such equitable remedies shall be non-exclusive and without bond. The Parties hereby waive the right to trial by jury of any matters arising out of this Agreement or the conduct of the relationship between the Parties.
33. *Arbitration.* Refer to Schedule G.
34. *Interpretation.* Both parties have participated in the drafting of this agreement. No presumption shall arise owing to one party having drafted this agreement. Titles and captions here are for courtesy only and shall not have any interpretive weight in any dispute regarding this agreement. All schedules, appendices and exhibits referred to herein are expressly incorporated by reference and are a part of this agreement.
35. *Conflicting Terms.* In the event of an explicit conflict between the details of a mutually signed Schedule and those of this Agreement, the terms of the Schedule shall govern. In all other cases, including without limit instances where the Schedule is silent, this Agreement shall govern.
36. *Venue/Binding Effect.* The Parties consent to the jurisdiction and venue of the State District Court in Bakersfield, California. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, executors, administrators, and nominees.
37. *Limitation of Actions/Materiality.* Time is of the essence in this Agreement. No claim or action concerning, related to, or arising out of this Agreement or any breach of or default under this Agreement, may be commenced by Client more than twelve (12) months after the occurrence of any such breach or default, or events giving rise to claim. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims from others, whether filed or not, arising against Paragon.
38. *Modification/Effect of Waiver.* No waiver or modification of this Agreement, in whole or in part, will be valid unless in writing and duly executed by each of the parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
39. *Force Majeure.* If by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, terrorism, or federal, state or local law, order, rule, or regulation, either party is prevented from complying with any term or condition of this agreement, or from complying with any express or implied term in the agreement, then while so prevented the term or condition shall be suspended and the party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of either party shall be extended for as long as it is so prevented from complying with any condition or covenant in the agreement.
40. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall count as originals.
41. **ENTIRE AGREEMENT. THIS AGREEMENT AND ITS SCHEDULES, HEREBY REFERED TO AS "THE CONTRACT" AND/OR "AGREEMENT", CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES REGARDING ITS SUBJECT MATTER AND WILL SUPERSEDE ANY AND ALL OTHER AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS BY AND BETWEEN THE PARTIES RELATING TO SUCH, WRITTEN OR VERBAL. THE PARTIES AFFIRM THAT THEY ARE SOPHISTICATED, THAT THIS IS A FULLY-INTEGRATED AGREEMENT, THAT IT IS NOT A CONTRACT OF ADHESION, THAT IT WAS FREELY NEGOTIATED FOR VALUE, THAT EACH PARTY HAD AMPLE BARGAINING POWER, THAT NO PAROL EVIDENCE SHALL BE ADMISSIBLE OR USEABLE FOR ANY PURPOSE IN ANY DISPUTE ARISING UNDER THIS AGREEMENT, THAT THE PARTIES HAVE BEEN URGED TO SEEK INDEPENDENT COUNSEL REGARDING THE PROPRIETY OF ENTERING THIS AGREEMENT, AND**

THAT THE PARTIES HAVE HAD AMPLE TIME TO ATTAIN SUCH COUNSEL AND HAVE EITHER OBTAINED SUCH OR FREELY ELECTED TO PROCEED WITHOUT IT. CLIENT SHALL INDICATE THEY HAVE READ, UNDERSTOOD, AND HAVE AGREED TO THIS CONTRACT BY SIGNING PARAGON'S ESTIMATE &/OR INVOICE.

42. *Warnings:* This is not intended to be an all inclusive list of warnings and is only provided as a courtesy. It is Buyers responsibility to check all local, regional, state, and federal laws that pertain to various warnings.

(a) *CA Proposition 65:* Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection.

43. *Schedules.* Client has read all applicable Schedules & Forms and hereby agrees with those provisions. Available schedules & Forms:

- | | |
|-------------------------------------|--|
| • Schedule A: Specifications | • Form 01: Maintenance Inspection |
| • Schedule B: Payment | • Form 02: Visitors Log |
| • Schedule C: Installation Services | • Form 03: Complications Log |
| • Schedule D: Consultation Services | • Form 04: Person Credit Application |
| • Schedule E: Delivery | • Form 05: Business Credit Application |
| • Schedule F: Warranty | • Form 06: Punch List & Final Inspection |
| • Schedule G: Arbitration | |

Schedule A Specifications

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what details or specifications Paragon has understood Client is expecting when goods &/or services are purchased. If a detail or specification is not listed on this document or on Paragons quote/invoice then it shall be accepted that such detail or specification is not required.

Goods sold:

1. **Measurements**: All measurements shown shall be considered estimates only.
2. **Condition**: All goods are sold in used condition, unless specifically stated otherwise on quote/invoice. Paragon recommends Client purchase a new bridge if perfectly straight or perfectly defect free steel is desired. It should be assumed that there will be some degree of damage or defect that may need to be repaired prior to usage. Additional parts, pieces, modifications and alterations may be needed in order to meet Clients needs at an additional cost to Client.
3. **Paint**: Most secondhand/reconditioned bridge decks/railcars will already have existing paint. Color and condition of existing paint varies. Painting services include prep work to goods sold. Such prep work may include: pressure washing, wire wheel grinding, and sandblasting. Paragon shall determine, at its sole discretion, which prep methods are to be used. Paragon shall make reasonable effort to get goods to a condition to accept paint. Painting is usually performed outdoors. As such, delivery schedules may need to be revised.
 - a. **Definition**:
 - i. **Paint**: This is a very generic term used by Paragon that is used to describe any coating that is applied to materials. Please refer to your quote/invoice to see what type of coating is included.
 - ii. **Primer**: Paragon uses primers that are suitable for use with or without a "top coat". While the performance of the primer is not affected by weather, the primer will chalk and fade as it does not have any UV protection. Primer is usually a very flat coating with little to no sheen.
 - iii. **DTM**: "Direct To Metal" coatings are sometimes touted by some manufacturers as a combination of a primer and a top coat but Paragon believes they are generally closer to a primer. Paragon may at times use DTM coatings.
 - iv. **Top Coat**: This is applied over a primer or a DTM coating. It gives a higher gloss and provides UV protection. It has a higher sheen than the primer or DTM.
 - v. **Clear Coat**: This is applied over the top coat to give it a higher gloss and better UV protection.
 - b. **Paint Manufacturers**: Paragon's primary provider of paint is Sherwin Williams. However, Paragon may use alternative paint manufacturers.
 - c. **Colors**: Unless specified on quote/invoice, Paragon's default paint color is a reddish brown referred by Paragon as "boxcar brown".
 - d. **What gets painted**: Paint service generally only applies to the sides of the bridge deck / railcar that is visible beyond the bridge/railcar. Ends, top, and bottoms are generally not included. Refer to quote/invoice to see how many square feet of new paint is being included.
4. **Handrails/guardrails**: Paragon strongly encourages Client to apply handrails/guardrails to any bridge project. Refer to drawings of specific guardrails to see what standards they comply with. It is Clients responsibility to determine if Jurisdictional Laws require handrails or guardrails.
5. **Decking**: Bridge decks sold may or may not have a deck, unless specifically noted on quote/invoice. It shall be Clients responsibility to repair/replace/remove any decking that does not meet Clients desired use.
6. **Abutments**: Paragon may offer abutment designs that may or may not work for Clients particular job site. Such designs are only considered to give Client a general idea of what can be built. Paragon does not guarantee that any or all abutment designs will work for any or all job sites.

Engineering:

7. **PE:** Paragon utilizes third party professional engineering firms for all engineering. Any information provided to Client that is not stamped/sealed by a professional engineer shall be considered to be only an opinion and should be verified by a professional engineer.
8. **Standard Construction Drawings:** Paragon has developed "standard" construction drawings which were designed to accommodate a broad range of sites. Such drawings may be modified at an additional charge and are not guaranteed to be applicable for all sites. The Clients is responsible for verifying all the design loads and foundation assumptions are applicable to the bridge specific site requirements. Drawings may be stamped/sealed by a Colorado PE or any other stamp/seal that is available to Paragon at the time.
9. **Engineering Assumptions:** Client should verify Paragon's assumptions are appropriate for their specific project. Assumptions include:
 - a. Maximum design loading: AASHTO H20 (unless delineated on quote/invoice)
 - b. AASHTO Prescribed wind load: 300plf on girders
 - c. AASHTO Seismic Specification
 - d. Assumed Soil Parameters:
 - Type: Sands
 - Phi (angle of internal friction): 30 degrees
 - Maximum soil bearing pressure: 1,500 psf
10. **Custom designed drawings:** If the Standard drawings do not meet Clients site specific requirements, Paragon recommends site specific "custom" designed for an additional fee.
11. **Optional features:** All drawings (standard or custom) may illustrate additional features, options, additions, or up-grades that may not necessarily be included in this sale that may be required in order to achieve Clients desired usage. Paragon is not responsible for all such features, options, additions or upgrades unless contracted for such by Paragon.
12. **Delivery of Drawings:** All drawings and supporting documentation shall be sent via electronic files.

General

13. **Modifications:** Paragon shall not be responsible for any modifications or alterations made by others.
14. **Storage of goods sold:** Unless otherwise noted on estimate/invoice, Paragon shall store goods sold for a period of up to 3 months after initial payment has been received at no additional cost to Client. After the allotted time, Paragon shall charge Client monthly storage and handling fees. Such fees shall be reasonable for the type and location of goods being stored. Paragon shall deduct fees from any deposits made if Client fails to pay for such fees.
15. **Specifications:** It shall be Clients responsibility to advise Paragon what Jurisdictional Laws the bridge needs to meet. Known specifications shall be included in Paragons drawings, if included, or on Paragons quote/invoice. No other details or specifications are known, and are not to be attributed as provided by Paragon.

--END OF SCHEDULE A--

Schedule B Payment

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what payment policies Paragon has in place when Client is purchasing goods or services. Paragon shall, at its sole discretion, determine which Class to categorize Client as. It shall be assumed Client is classified as Class A unless specified on invoice.

Unless mutually approved, in written, when quotes/invoices are short paid by Client, regardless of reason, such delinquencies shall be primarily attributed to failure to pay for warranties, if purchased, and shall relieve Paragon from such warranty coverages. Paragon still retains the rights under this Contract to collect moneys due.

1. **Class A:** Full payment for all items and services sold will be required before order will be accepted.
2. **Class B:** Fifty percent (50%) of all items and services sold is required before order will be accepted/started. Balance of all unpaid items:
 - a. Is due at the time of delivery if Paragon is not installing items or;
 - b. Is due within fifteen (15) calendar days after installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
3. **Class C:** Full payment is due fifteen (15) calendar days after:
 - a. Items and/or services are delivered or;
 - b. After installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
4. **Class D:** Payment schedule:
 - a. 10% to start project
 - b. 20% when abutments are completed
 - c. 30% when bridge is set in place (not necessary "installed", just set in place)
 - d. Balance due no later than 15 days after installation is complete per "Paragon Sales and Installation" contract.
5. **Class E:** Fifty percent (50%) of all items and services sold will be required before Paragon starts the job. Balance is due before goods sold are shipped out.
6. **Class F:** Special consideration. Details shall be listed on quote/invoice.

While Paragon discourages the use of change orders, Paragon understands that at times it may be necessary or desirable for Client to request various changes in original work order. Any change to original order shall be subject to a minimum change order fee of \$500 in addition to the cost of the actual change order.

Payment methods

1. Cash
2. Check (personal or company)
3. ACH (similar to wire transfer)

--END OF SCHEDULE B--

Schedule C Installation Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when Installation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required by Client.

Paragon may offer installation services. Such installations shall be according to available drawings. All known specifications, provisions, and performance expectations related to the installation of bridge structure shall be listed here.

1. **Scope:** Paragon shall build bridge in a safe and environmentally sensitive manner. Unless specified on Paragons invoice, Paragon shall only be responsible for building items specifically listed as "installed" on Paragons invoice. Paragon shall install bridge per drawings, if available. Otherwise, Paragon will build bridge based on practical experience. In general, Paragon wishes not to be a dirt contractor and encourages Clients to find other contractors to build ramps/approaches and other dirt work.
2. **Limited Work Option:** One option Paragon may offer is a limited installation option or a cursory installation. This should not be considered to be a full or complete installation. Client has only purchased a limited amount of time. Paragon will do all it can, as best as it can within the allowed time frame for such a quick installation. Client should expect a considerable amount of work to be left undone by Paragon. Completing such work will be the Clients responsibility.
3. **Timetable:** Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
4. **Materials:** See Schedule A for material specifications.
5. **Inspection/testing:** Paragon shall allow Client, or its agents, to make necessary inspections or testing so long as such activities do not interfere with Paragons progress. Any persons making such inspections or testing shall fax their certificates to Paragon and shall direct any and all concerns, comments or problems to assigned Project Manager in writing. Paragon reserves the right to invoice Client for any time delays or materials damaged during Clients inspection/testing. Client shall give written notice to Paragon 24 hours in advance prior to any inspection/testing.
6. **Modifications:** Paragon reserves the right to make certain modifications or alterations to drawings, without Clients approval, so long as such modifications are not detrimental to the structural capacity of the bridge. Client may also request certain modifications, at Clients expense.
7. **Delivery:** See Schedule E for delivery specifications.
8. **Landscaping:** Paragon shall make reasonable effort to minimize damage to landscaping, however, Paragon shall not be responsible for any facet of landscaping repair whatsoever regardless of where damages occur. Client should expect a certain amount of landscaping damage. Client is responsible to take reasonable measures to minimize damage made by Paragon such as covering or removing sensitive plants, turning off sprinklers, and trimming trees back.
9. **Worksite:** Client shall provide a clean, safe, and fully accessible staging site and installation site, including fully useable routes of ingress and egress for delivery of goods, supplies, tools, and machinery. Paragon shall be allowed to section off the entire work site. No one other than Paragon and its agents shall be allowed to enter the work site unless prior approval is given by Paragon. Safety in the work site is always a priority and as such Paragon will provide an escort to any visitors coming into work site regardless of whom they are or who they represent. This includes any government agencies such as law enforcement and EPA. Such escorting will be at Clients expense and will be billed at an hourly rate. It shall be Clients responsibility to prevent unwanted visitors from coming onto work site. Client agrees to indemnify, defend, and hold Paragon harmless against any and all accident claims, whether filed or not, arising against Paragon.
10. **Complications:** Paragon reserves the right to charge Client for any additional time or materials required due to any unforeseen circumstances such as, but not limited to: Water entering

excavated trench(s), removing or working around rocks, especially during excavation, Correcting or amending soil conditions, especially during excavation. Client understands that it is not practical for Paragon to stop working in order to allow Client time to investigate such conditions. Instead, Paragon is required to take pictures of any such condition and make them available to Client along with a detailed report of the problem, the corrective action, and a list of time and materials needed to correct problem.

11. **Change orders.** Paragon shall be under no obligation to accept change orders after the Parties have entered into this Agreement. However, where Paragon agrees to accept a change order, it may demand full payment for the cost of making such change at the time of its acceptance of the change order. Any change order must be in writing and signed by the Parties. Paragon reserves the right to charge a minimum processing fee for any and all change orders.
12. **Cost of Materials.** All materials necessary for Installation as per this Contract, including accepted punch lists related thereto, shall be purchased and paid for by Paragon so long as they are included in Paragon's written scope of work.
13. **Risk of Impeded Installation.** Client agrees to bear any and all risks of delay and impediment in installation of bridge hereunder, and shall owe Paragon the relevant installation fees each time Paragon's installation crew attempts installation, irrespective of whether or not installation was completed, so long as the delay or impediment is caused through no fault of Paragon.
14. **Punch Lists.** Paragon shall notify Client of the expected installation completion date. Client shall have (3) days from the expected installation completion date to inspect the work and create a written list of unfinished items, missing items, and/or items requiring repair or "touch-up". This list shall be considered the Punch List. Such list shall be provided to Paragon. Paragon shall remedy the items on the Punch List as quickly as possible so long as not contrary to any term of Paragon's Contract and such items are included in Paragon's written scope of work. Paragon shall be granted time to obtain any materials necessary to complete the Punch List.

Failure of Client to comply with this section within the allotted three day period listed herein shall operate as a forfeiture of any rights to Punch List work and will be deemed an admission that the work is completed to Client's entire satisfaction and within the scope of this agreement. This Punch List inspection shall be considered a Final Inspection should there be no items to include on a Punch List or no Punch List was created.

15. **Final Inspection.** Client shall inspect the bridge to ensure Punch List items have been satisfactorily remedied within 1 week of notification of completion of Punch List work, and such inspection and acceptance shall be final. If Client fails timely to inspect the items on the Punch List, the failure shall be deemed an acceptance of the bridge, delivery, and installation, and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Client may cancel Final Inspection should they physically find items on Punch List, per the terms set forth under the Punch List section of this agreement, that still remain unfinished. Paragon would then be required to complete Punch List items before (re)scheduling a Final Inspection.
16. **Bump.** Unless otherwise agreed to, in writing, the bridge shall be considered to be satisfactorily completed and Paragon's scope of work satisfactorily fulfilled should Client start using the bridge before Paragon has declared it is finished. All Punch List items, if a Punch List was created, shall be deemed waived, completed, or void. Client declares an acceptance of the bridge, delivery, and installation, and shall be deemed a waiver of any right to revoke acceptance at some future date. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from incomplete work.
17. **Claims.** Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Installation of the Bridge, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion of Bridge Project covered by a claim.
18. **Specifications.** It is Clients responsibility to advise Paragon as to any Jurisdictional Law need to be followed. Paragon is not liable for any work left incomplete that is outside of Paragon's written scope of work, nor for any work performed by others. Any work performed on the bridge by

others shall release Paragon of any liability from the entire bridge project. Client shall indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragon's drawings, if included per Paragon's Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEDULE C--

Schedule D Consulting Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what provisions and performances should be expected when Consultation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required or otherwise within the scope of work to be performed by Paragon. Paragon may offer consultation services. These services should not be considered to be "installation services" whatsoever.

1. **Scope:** A detailed list of services included shall be listed on Paragons invoice. Paragon may send at least one of its agents to the job site at specific events or times as noted on invoice. Such events are usually:
 - a. **Prior to any work done to site.** This will give Paragon the opportunity to advise Client where bridge could be installed. The pros and cons with various building sites, obstacles to avoid, etc.
 - b. **After abutments are excavated:** This will give Paragon the opportunity to ensure excavated site is as intended. Errors should be caught early in order to avoid delays.
 - c. **After abutments are erected:** This is a good time to ensure the abutments were poured, erected, and/or build properly. If there are any errors at this point it will give Client the opportunity to make changes before the bridge arrives. It also gives Paragon the opportunity to possibly make modifications to the bridge structure before the structure leaves Paragons facility.
 - d. **When bridge is being set in place:** Paragon may be there to provide technical assistance and historical advice such as where the lift points are at on the bridge structure, how to properly set the bridge on the abutments, how to properly secure the bridge to the abutments, and any other finish work that may be necessary.

Other services offered include assisting Client to locate and schedule vendors and contractors who will do the actual building of the bridge. Paragon may make itself available to answer questions or concerns vendors/contractor may have. Client shall pay such vendors/contractors directly. Paragon shall not be responsible for the craftsmanship, reliability, or final product of such vendors/contractors. Paragon will do its best to find the most cost effective vendors/contractors but it is ultimately the Clients responsibility to ensure vendors/contractors meets their expectations.

2. **Included:** Only services clearly detailed on invoice are included. This shall supersede any other service details implied or verbally communicated.
3. **Additional Charges:** Any time worked at the job site over hours specified on invoice will be billable at an hourly rate plus any additional travel expenses such as hotel, meals, and car rental as well as any other re-booking/re-scheduling fees. Keeping Paragon's employees/agents at job site for just an extra 30 minutes may put that employee/agent into a situation where he/she is required to stop working for the day and stay the night at a hotel due to cumulative hours worked in that day or week. Such unexpected expenses shall be billable to Client. It shall be the Clients responsibility to advise when Paragon may leave site.
4. **Excluded:** Paragon shall not be expected or allowed to perform any physical work whatsoever. Paragon shall only give recommendations based on experience and should not be expected to be the single source of information Client is relying on. Other exclusions may apply per state, county, and city law.
5. **Timetable:** Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
6. **Materials:** No materials are included in "consultation services".
7. **Modifications:** Paragon shall not be responsible for any modifications or alterations.
8. **Specifications:** Paragon's consultation services is based on experience and, unless specifically included in quote/invoice, does NOT include professional engineering services. Client shall indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragons drawings, if included per Paragons Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEUDLE D--

Schedule E Delivery

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when delivery services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required.

1. **Timetable:** Paragon to work with Client in determining a reasonable delivery schedule. It should be known that Paragon utilizes third party delivery carriers and their schedule is beyond Paragons control.
2. **Materials:** Materials included to be delivered shall be listed on Paragons quote/invoice. Various materials usually arrive at different times. Paragon will communicate with Client to advise what is scheduled to be delivered.
3. **Truck Delivery:** Goods delivered via truck shall, at a minimum, have wheels, trucks, and couplers removed. Additional parts, pieces, components or section may need to be removed, at Clients expenses, before such equipment is ready to be set in place. Paragon recommends that Client inspect equipment prior to deliver to ensure all necessary parts/pieces are as needed. Goods shall be considered delivered to Client when truck gets as close to Clients desired drop off site as driver feels prudent. Client shall be given two hours to unload delivery truck.

Paragon shall make every reasonable attempt to deliver items on schedule and as close to Clients delivery site as practical utilizing Paragons own equipment or Paragons authorized agent(s) equipment. Client shall be responsible for:

- a. Any and all additional expenses incurred by Paragon due to:
 - i. Poor directions given by Client.
 - ii. Inability to access Clients delivery or job site.
 - iii. Federal or State required re-routing.
 - iv. Federal or State required closures.
 - v. Delivery equipment getting stuck while trying to deliver goods.
 - vi. Government issued permits
 - b. Such expenses are generally incurred due to poor weather conditions, road construction, or required by various government agencies. Paragon shall make reasonable effort to communicate with Client if such additional expenses are expected but such communication is not required.
4. **Inspection while on Truck:** Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to unloading goods. Any defects shall be documented and signed by Client and delivery driver and Paragon notified before good are unloaded. A second inspection shall be performed immediately after being unloaded, but before delivery truck leaves. Any defects shall be documented and Paragon notified immediately. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. It shall be the responsibility of Client to load unacceptable goods back onto Paragons delivery truck, at Clients expense. Client shall be responsible for freight expense to ship goods back to Paragon. Paragon is not responsible for any damages caused to good while goods are being unloaded.

5. **Railroad delivery:** Quoted prices are only an estimate and will adjust based on the actual number of miles railcar is moved. When goods are delivered via railroad Paragon is only responsible for communicating to delivering railroad(s) where equipment is to be delivered to. Paragon has no control of railroad timelines. It is Clients responsibility to ensure railroad is willing to deliver to desired railroad site and to get permission to perform needed dismantling work at that site. Railcar is considered "delivered" to Client when railcar is spotted in the area the railroad deems most appropriate and not necessarily where Client would like the railcar spotted. Client is purchasing the railcar moving on its own wheels and is responsible for all facets of dismantling and cleaning site up. Paragon may retain ownership of railcar wheels/truck sets and other railcar components. Client is responsible to load such retained parts onto a Paragon supplied truck at Clients expense within 60 days of delivery. Client agrees to purchase parts for a sum equal to 50% of railcar's purchase price should there be a failure to return parts within allotted time frame. Client is responsible for any fees charged by railroad, such (but not limited to) as storage fees, clean up fees, and access fees. Paragon is not responsible for any damages caused to good while goods are being unloaded. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from any facet of railroad delivery and inspections.
6. **Inspection while on railroad:** Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to removing goods from railroad tracks. It shall be Clients responsibility to obtain any necessary permission to perform such inspections. Client has 48 hours from the time goods arrive via railroad to reject goods. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Railcars shall be deemed acceptable to Client once ANY work is done to railcar. Client shall be responsible for freight expense to ship goods back to Paragon.
7. **Property damage:** Paragon or its agents shall not be responsible for any damages to property, landscaping or fixtures caused by delivery equipment. Paragon shall make reasonable attempt to minimize such damages. Furthermore, a certain amount of landscaping damage should be expected. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from delivery of goods.
8. **Special requests:** All special requests shall be submitted to Paragon, in writing, at least 7 calendar days before goods ship out.

--END OF SCHEUDLE E--

Schedule F Warranty

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what warranties Paragon may offer to Client. Type A warranty is the default unless expressly included, and paid for in full, on invoice. All goods and/or services sold and performed under this Agreement are Warranted as follows:

Type A: (AS-IS) Paragon expressly limits any and all warranties to the minimum amount required by law in the controlling jurisdiction. Paragon makes no warranty, express or implied, as to suitability, specifications, and fitness of any materials or service for any specific purpose. Client agrees to indemnify and hold Paragon harmless for any and all claims arising therefrom. All sales are final.

Type B: (AS-IS WITH DANGERS AND RISKS) All terms of Type A plus: Paragon discloses, and Client acknowledges, that the items sold and/or installation is materially damaged, potentially dangerous, and may contain and leech noxious and hazardous chemical residue and waste. Client agrees to assume any and all risks associated with the presence and use of item(s) sold and/or Installation, and specifically indemnifies and holds Paragon harmless for such liabilities risks and dangers, including without limit any liabilities relating to environmental cleanup necessitated by the presence or use of the item(s)/Installation. All sales are final.

Type C: (ONE YEAR LIMITED BRIDGE WARRANTY) The Bridge and/or Installation are expressly warranted to Client for a period of one year from original date of construction completion to be merchantable and fit for use as a bridge as defined in Paragon's Schedules and/or Paragon's engineering details, if included or available. Components covered under this warranty include the main bridge super structure itself (excluding the decking), its abutments and connection fittings so long as they are all supplied &/or built by Paragon or its agents under Paragon's control and are not tampered with or altered and are properly maintained by Client, at Client's expense. Warranty does not cover normal wear and tear, abuse, vandalism, cracks in concrete, cracks in wood, settlement, or damages arising from overloading or traveling at excessive speeds. Other items not covered in warranty include handrails, guardrails, signage, approaches, grading, drainage, dirt work, and erosion control. Proper maintenance includes, but not limited to, removing all debris from water way immediately and should not be allowed to contact the bridge super structure, including abutments/piers, whatsoever or allow water to backup in the water way, as well as performing routine inspections. Any defects with the bridge structure or any of its components shall immediately be reported to Paragon and bridge shall be taken out of service by Client. Paragon shall not be responsible for indirect or associated damaged caused by failure(s) or damage caused while repairing defects.

Routine bridge inspections shall be performed by qualified individuals. Routine inspections, at a minimum, shall be conducted 6 months after initial bridge installation then 12 months thereafter for a period of 3 years then 36 months thereafter in perpetuity unless there are more stringent Jurisdictional Laws which will supersede these minimum requirements. Such inspections shall be sent to Paragon within 1 month after each inspection. Bridge inspectors shall be familiar with the following publications:

- AASHTO Manual for bridge evaluation
- FHWA Bridge Inspector's Reference Manual
- FHWA Specifications for the National Bridge Inventory Bridge Elements
- FHWA Recording and coding guide for the structural inventory and appraisal of the nation's bridges.
- State specific element inspection manual, such as: CalTrans Element Inspection Manual, or equivalent.
- State specific bridge specifications, such as: CalTrans Bridge Design Specifications, or equivalent.

Type D: (THREE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of three years instead of one.

Type E: (FIVE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of five years instead of one.

Type F: (SPECIAL) Such warranty shall be identical to warranty "Type C" except where the term is lengthened as per terms on quote/invoice.

--END OF SCHEDULE F--

Schedule G Arbitration

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate how legal disputes will be handled.

Paragon and Client hereby agree that any right or dispute arising under this Agreement shall be resolved by binding arbitration, performed by the American Arbitration Association. Either party shall have the right to end Arbitration at any time prior to resolution and refer such dispute in part or whole to the proper court of law under the other terms and provisions of Paragon's contractual terms.

--END OF SCHEDULE G--

Client Supplied Addendum A

On behalf of the Townsend Water Department and the Town of Townsend, we have read, considered, and agree to the terms listed on the documents referenced below as well as Paragon's Sales Contract. We have the ability to access all necessary documents online or otherwise have been offered a printed copy.

Reference Documents

(1) ParagonBridgeWorks Quote #PBWQ3263 Dated July 13, 2018

Board of Water Commissioners:

Lance Lewand, Chairman

Date

Mike MacEachern, Vice Chairman

Date

Nathan Matilla, Clerk

Date

Board of Selectmen:

Sue Lisio, Chairman

Date

Cindy King, Vice Chairman

Date

Wayne Miller, Clerk

Date

EMPLOYEES HIRED BY THE BOARD OF SELECTMEN IN FISCAL YEAR 2018

BOS mtg. 7/31/18

Date of BOS Mtg.	# of Employees Hired	Department	Position	Notes
8/24/17		Police	Deputy Chief	While discussing the hiring of the Deputy Chief there was no mention that it was an emergency situation other than Selectmen Clark stating they were in crisis mode. Selectmen King made the statement during the discussion that the Board of Selectmen should not be micro-managing department's.
9/19/17	1	Fire/EMS	Per-Diem Paramedic	Recommended by Fire/EMS Chief
	1	BOS	Maintenance Tech	Recommended by Town Administrator
10/3/17	1	Police	Deputy Chief	Just a recommendation from Interim/Permanent Police Chief and Town Admin.
	1	BOS	Executive Asst. to TA/ Asst. Town Clerk	Initially approved as a position switch between the current Exec. Asst. to the TA and the current Asst. Town Clerk. However, a dual position was created and resulted in one position being held by two people for some time.
	1	Police	Police Chief	The current interim Police Chief was in accordance with the probationary terms when hired was prematurely hired as the Permanent Police Chief.
	1	Conservation	Conservation Agent	
10/17/17	1	Police	Patrol Officer	The position was approved to be posted and the TA affirmed that it was done.
10/30/17	1	Highway	Fleet Mechanic	Hired and approved by the BOS.
12/20/17	1	Fire/EMS	On-Call Fire Fighter	Requested to be on BOS agenda on Friday 1/19/18, appvd on BOS mtg. 1/23/18
	3	Fire/EMS	Per-Diem Fire Fighter/ Paramedics	
	1	Library	Fractional Library Tech	
1/23/18	1	Ping/ZBA	Ping/ZBA Admin.	
2/6/18	1	Council On Aging	Van Driver	
2/20/18	1	Highway	Superintendent	TA recommended Acting Highway Superintendent to Superintendent contingent upon a training program. MOU signed and approved on 2/27/2018.
3/20/18	2	Fire/EMS	Per-Diem Paramedics	
4/24/18	1	Fire/Ems	On-Call Fire Fighter/EMT	Both positions were approved by just a letter submitted by the Fire Chief.
	1	Fire/Ems	Per-Diem Fire Fighter/ Paramedic	
5/22/18	1	Land Use	Land Use Coordinator	All these positions were approved and have been funded but, not all have been filled.
	1	MIS	Part Time IT Assist.	
	1	Police	Police Patrol Positions	
	1	Human Resource	HR Position	
	1	Highway	Pt Time Dept Assist	
Total Eplys. Hired FY18	25			

It should be noted that all these positions were approved by the Board of Selectmen by just a recommendation from the Town Administrator or the department head. None of these departments were heavily scrutinized over a two month period as the Water Department was. It should also be noted that not only was an additional Water Tech recommended in our Sanitary Survey but, the hiring of a Part Time Office Assist. was known by the Town and mentioned in the Management Letter from the Auditors dating back to the fiscal year ending 6/30/2016.



Office of the
BOARD OF SELECTMEN
272 Main Street, Townsend, Massachusetts 01469

Sue Lisio, Chairman
James M. Kreidler, Jr.,
Town Administrator

Cindy King, Vice-Chairman

Wayne Miller, Clerk
(978) 597-1701

REVISED AGENDA
JULY 31, 2018 - 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
- 1.1 Call the meeting to order and roll call.
 - 1.2 Pledge of Allegiance
 - 1.3 Announce that the meeting is being tape recorded.
 - 1.4 Chairman's Additions or Deletions.
 - 2.5 - 2.7 Appointment (s)
 - 2.8 West Townsend Fire Station Change Order
 - 1.5 Public Comment (15 minutes)
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:
- 2.1 Appoint Alisa M. Struthers to the Historic District Commission for a two (2) year term effective July 1, 2018 to June 30, 2020.
 - 2.2 Appoint Amelia Gentry to the Conservation Commission effective July 31, 2018 to June 30, 2020.
 - 2.3 Appoint William Martin as Constable for a 3-year term effective July 1, 2018 to June 30, 2021.
 - 2.4 Appoint the following as Election Officials for the Town of Townsend for a one-year term effective September 1, 2018 to August 31, 2019:

WARDENS:	Paula Woodman	Betty Mae Tenney	Jane Stonefield
DEPUTY WARDENS:	Sharon LaCasse	Jessica Funaiole	Carol Wright
INSPECTORS:	Joyce Boyes	Linda Robichaud	Heidi Monroe
	Carole Mansfield-Buxton		Louise Thorpe
	Jan Swesson-Snapp	Clare Kauppi	Sandra Stevens
	Cheryl Simoneau	Mary Szurley	Andrea Wood
	Debra Stoll	Sandy Tuttle	Janet Vesper
	Karen Clement	Anne Foresman	Marie Barnaby
	Elaine Martin	Adam Ruuska	Eino Kauppi
	Barbara Wheeler	Donna Miller	Jane Jackson
	Darlene Coit	Helen Kezar	Peter Buxton
	John Stonefield	Lindsay Morand	Jerrilyn Bozicas
	Michael Foster	Lisa Drew	Jean Bradley

Susan Gerken
Barbara Coburn

Pat Jemiolo

Brian Colby

- 2.5 Appoint Kaila Temple as a per diem Paramedic to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of CORI check and medical exam with a one year probationary period.
- 2.6 Appoint Michael Meadows as an on-call Firefighter to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of a CORI check and medical exam with a one-year probationary period.
- 2.7 Appoint Brendon Lawrence as an on-call Firefighter to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of a CORI check and medical exam with a one-year probationary period.
- 2.8 Review/Approve Change Order #5 for the West Townsend Fire Station in the amount of \$11,091.23.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Request from the Council on Aging re: a Transportation Administrator. (enclosed)
- 3.2 Requests from the Townsend Board of Water Commissioners.
 - 3.2.1 Approval of a contract for Paragon Bridge Works for ancillary fabricated items related to the construction of the bridge at the main street pump station
 - 3.2.2 Declaration of a vacancy for a part time office assistant;
 - 3.2.3 Declaration of a vacancy for a full time water technician;
 - 3.2.4 Payment for professional services rendered by for the Townsend Water Department as voted on and passed at the Annual Town Meeting in May 2018.
- 3.3 Discussion re: Public Safety Dispatching as currently established with NVRD and as is being considered as regional with Ashby and Pepperell. (enclosed)
- 3.4 Review/Discuss/Approve a request for the 14th annual Greg's Run road race to close off from the streets from the Townsend Congregational Church up Brookline Street, up Highland Street, up Wallace Hill Road, and then back to the Church from 0930-1230, for an event that lasts from 0900-1330.
- 3.5 Review/Discuss/Approve a request to close Dudley Road to Barker Hill Road for a 5k road race on Saturday August 26, 2018 from 8:30A.M. to 10:00A.M., for NM Cares.
- 3.6 Review/Approve a Goods & Services Agreement/Contract for landscaping services. (enclosed)
- 3.7 Review/Approve a Chapter 90 Reimbursement in the amount of \$218,132.92 for reclamation and resurfacing of Old Turnpike Road. (enclosed)
- 3.8 Review/Approve a Chapter 90 Reimbursement in the amount of \$157,673.00 for reclamation and resurfacing of Old South Row Road. (enclosed)
- 3.9 Review/Discuss unregistered vehicles on Wallace Hill Road and South Street. (enclosed)
- 3.10 Review/Approve/Sign the warrant for the 2018 State Primary to be held on September 4, 2018. (enclosed)
- 3.11 Review/Approve/Sign Selectmen's Liaison Policy #3-2018- Second Reading. (enclosed)
- 3.12 Review/Discuss setting of the date for interviews and Board questions for the interviews.

- 3.13 Review draft mission statement and appointment process for the American Flag Committee. (enclosed)
- 3.14 Discuss status of filling the appointments to the Charter Review Committee.
- Moderator Appointments (3)- Jane Jackson
Nancy Rapoza
John Page
 - Selectmen Appointment (1)-
 - Planning Board Appointment (1)- Kelly Kelly (pending)
 - Council on Aging (1)-
 - Library Trustees (1)-
 - Finance Committee (2)-
- 3.15 Review/Approve Use of Legal Counsel Policy #4-2018- Second Reading. (enclosed)
- 3.16 Review/Discuss/Vote re: Chapter 61C first right of refusal for a parcel of land on Scales Lane. (enclosed)

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and reports. (enclosed)
- List of Assets/Town Properties
 - Fall Volunteer Fair
 - Town Administrator Goals and Objectives
 - Land Use Coordinator Position Update.
 - Craven Field and TAYBS Update
- 4.2 Board of Selectmen announcements, updates, and reports.
- 4.3 Board Correspondence.
- 4.4 Approve and release the executive session minutes for July 18, 2018.
- 4.5 Review and sign payroll and bills payable warrants

V. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

Executive Session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares.

-AFSCME Council 93 Clerical Union, Supervisory Union, Police Union, Highway-Water Union

VI. ADJOURNMENT: