



**TOWNSEND WATER DEPARTMENT**  
540 Main Street West Townsend, Massachusetts 01474

*JKV*  
*MW*

Lance Lewand, Chairman  
Paul L. Rafuse,  
Water Superintendent

Michael MacEachern, Vice-Chairman

Nathan Mattila, Clerk  
(978) 597-2212  
Email: [water@townsend.ma.us](mailto:water@townsend.ma.us)

**WATER COMMISSIONERS MEETING MINUTES**

November 13, 2018 – 5:30 P.M.

Water Department 540 Main Street, Meeting Room

**I. PRELIMINARIES:**

- 1.1 MM called the meeting to order at 5:35 p.m. 540 Main Street.
- 1.2 Roll call showed Members Present: Michael MacEachern (MM), Vice-Chair and Nathan Mattila (NM), Clerk. Lance Lewand was absent. Guests Present: Eric Ohanian and Craig French of Tighe & Bond and Paul Rafuse.
- 1.3 MM announced that the meeting is being audio recorded.
- 1.4 Chairman's additions or deletions. None
- 1.5 Approve Minutes of July 31, 2018, September 11, 2018. **NM made a motion to approve the meeting minutes of July 31, 2018 and September 11, 2018. MM seconded. Unanimous vote.**
- 1.6 Review correspondence. None.

**II. APPOINTMENTS:**

- 2.1 There was a lengthy discussion between Eric Ohanian, Craig French, Nathan Mattila, and Michael MacEachern. Paul Rafuse stated that the work was progressing quickly, abutments were in place and the bridge was set on the abutments. As the contractor was backfilling around the abutments the tire went through the sub-decking which twisted the metal cross members. It was then when it was discovered the sub-decking was rotted. After meeting with town counsel, it was determined that litigation would take a long time and would be more costly than working with Paragon or paying for the repairs our self. The Board discussed on whether to enter into a lawsuit with Paragon or to move forward and contract services with Paragon or an outside contractor to make the necessary repairs. They will wait to hear from Paragon before they make a decision.

**III. MEETING BUSINESS:**

- 3.1 Discuss/Approve quote for new phone system. Discussed problems with our phone system. At times, callers need to call three times before we are able to hear them on the other end. Other times we have static in the lines. Brenda commented that it happens frequently. Paul had Moore Enterprises come out and they gave us a quote for just under \$5,000 which includes 6 phones, a server, updated router and all the extras such as caller ID, call transferring etc. In the interim our IT person Bassem told Paul to hold off as he has an article to appropriate funds at the special town meeting that would provide us with phones with all the same features for \$17.00 per month per phone. Tabled.
- 3.2 Vote/Approve refund account# 0771. Emily Bruns, 30Beech Street, \$4.12. RE: Posting Error. **NM moved to approve the refund for acct#0771, Emily Bruns, 30 Beech Street, \$4.12 due to a posting error. MM seconded. Unanimous vote.**
- 3.3 Vote/Approve 1" service Acct# 61038, 45 Warren Road, Joe Lopilato. Rcvd \$2,000.00 **NM moved to approve a 1" service to acct#61038, 45 Warren Road, Joe Lopilato. MM seconded. Unanimous vote.**
- 3.4 Vote/Approve 1" service Acct#61660, 12 Lois Lane. Ken Chaplin. Rcvd \$2,000.00 **NM moved to approve 1" service Acct# 61660, 12 Lois Lane, Ken Chaplin. Rcvd \$2,000.00. MM seconded. Unanimous vote.**

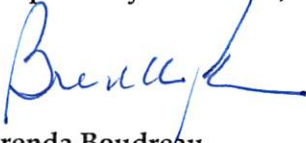
- 3.5 Vote/ Approve 1" service Acct#61659, 6 Lois Lane. Ken Chaplin. Rcvd \$2,000.00. **NM moved to approve 1" service Acct# 61659, 6 Lois Lane, Ken Chaplin. Rcvd \$2,000.00. MM seconded. Unanimous vote.**
- 3.6 Vote/ Approve refund Acct#60757A, 74 Highland Street, \$200.00 RE: Overpayment of final water bill. **NM moved to refund acct# 60757A, 74 Highland Street, \$200.00 RE: Overpayment of final water bill. MM seconded. Unanimous vote.**
- 3.7 Discuss/ Approve Transfer of funds to supplement expense budget. Paul explained that he plans to submit two articles from free cash. One to supplement Professional Services in the amount of \$30,000.00. Due to the need of having to hire out experienced help that holds a hydraulic license in the event that we need them for excavating and repairs. The second article is to transfer from the Water Enterprise Fund the amount of \$115,000.00 to the West Meadow Road Water Main Project. **NM made a motion to approve article A & B as written totaling 145,000.00 from free cash. MM seconded. Unanimous vote.**
- 3.8 Discuss transferring funds to supplement expense budget items. **Paul asked that 3.8 be omitted as is a duplicate agenda item as 3.7.**
- 3.9 Discussing clearing fire hydrants. Paul stated that with the two new employees that they will not have enough time to clear all of the hydrants after a snowstorm. The Board wants Paul to write a letter to the Fire Department requesting additional help.
- 3.10 Discuss short staffing in Treasures office and its effects on TWD. There has been some issues related to the short staffing at the Treasures office. Currently Rebecca is handling the three person office alone. Paul also stated he recently found out that one positions has been filled and is hoping things will straighten out a bit moving forward.
- 3.11 Discuss/ Approve Advertisement for Water Operations Foreman position. Paul presented a copy of the advertisement for the foreman's position. The BOS will approve the new position and the classification and grading of the position as Grade 8 pay range \$26.94-\$33.64. **NM moved to approve the advertisement for the new foreman's position. MM seconded. Unanimous vote.**
- IV. COMMISSIONERS UPDATES AND REPORT:
- 4.1
- V. WATER SUPERINTENDENT'S UPDATES AND REPORTS:
- 5.1 Update on Main Street Pump Station Bridge. See above comments on 2.1
- 5.2 Update on Meadow Road water main replacement. No new updates to report.
- VI. OFFICE ADMINISTRATOR'S UPDATES AND REPORTS:
- 6.1 The Board scheduled next BOWC meeting for December 11, 2018.
- 6.2 The Board reviewed and signed Bills Payable Warrants.
- 6.3 The Board reviewed and signed Schedule of Bills Receivable report.
- 6.4 The Board reviewed Accounts Receivable report.

ADJOURNMENT:

NM moved to review and sign bills payable warrants out of session MM seconded. Unanimous vote.

MM moved to adjourn the BOWC meeting at 6:51 p.m. NM Seconded. Unanimous vote.

Respectfully submitted,



Brenda Boudreau,  
Office Administrator

WATER DEPARTMENT MEETING

DATE November 13, 2018

NAME	ADDRESS	PH/EMAIL
Eric Ohanian	1 University Ave Suite #100 Westwood, MA 02090	ehanian@tythetboard.com
CRALIS FRENCH	53 SOUTHAMPTON RD WESTFIELD, MA	CFRENCH@TYTHETBOARD.COM



# TOWNSEND WATER DEPARTMENT

## Voice and Communications Proposal

MOORE  
ENTERPRISES

### OVERVIEW

Moore Enterprises is pleased to submit this proposal for services to support Townsend Water Department in achieving its communication goals. We have partnered with dozens of small businesses throughout the Northeast—businesses committed to improving the customer experience through technology and will strive to always be a trusted partner in your business.

### Business Challenges

- Replace old equipment which is manufacturer discontinued with new equipment that can be easily maintained.

### Project Goals

- Install a new Allworx telephone system with 6 IP telephones.
- Add new technology including Caller ID and voicemail to email.
- Add a phone in the Conference Room and Garage
- Update Auto Attendant and call routing

## **About Moore Enterprises**

Small to midsize business telephone systems are what we're all about. For over 25 years, we've been installing and servicing a wide range of business telephone systems designed specifically to handle the needs of small businesses just like yours throughout Central New England. As small to midsize business telecommunications experts, we bring a lot to the table. Unlike the big, impersonal telephone companies, we work hard to develop a close relationship with our customers. We get to know their businesses so we can help them make informed, effective, cost-efficient decisions about their telecommunications systems and service.

We know that a small to midsize business needs to make every penny count. But just because you run a small business doesn't mean you don't have big needs. In fact, small businesses often demand the most from their telephone systems.

As a small to midsize business owner, you need to do more with less. The equipment you use to run your business needs to be flexible, adaptable, cost-efficient, and long-lasting -- you don't have the luxury of being able to buy the newest gadget every year.

*We'll show you the best way to invest in a quality Communications that will last.*

Communication systems are both a major investment and a mission critical part of your business. That's why it's important to rely upon an experienced telecommunications expert who understands small business to provide you with the best advice and best selection to meet your specific needs.

Thank you for the opportunity to win your business and become a trusted partner for the future!

# Current Verizon and Comcast pricing

Current		Verizon / Comcast	Rate	Cost
2	Centrex Lines	\$6.80	\$13.60	
1	50/10 Comcast Internet	\$124.90	\$124.90	
1	1 Static IP	\$19.95	\$19.95	
5	Verizon Lines	\$44.65	\$223.25	
1	LD Flex Distance Plan	\$67.95	\$67.95	
Monthly Total:			\$449.65	
Usage Charges				
	Local		\$0.00	
	Instate LD		\$0.00	
	Long-distance		\$0.00	
Usage Total:			\$0.00	
Site/Acct Total:			\$449.65	

## Notes:

Three Year Term New Horizon  
Installation \$250 - reduced to \$0.00  
Ported Numbers \$2.00 NRC  
each

Proposed New Horizons Carrier Services

Townsend Water			
Carrier Cost Comparison - New System Allworx			
October 22, 2018			

	Proposed New Horizon	Rate	Cost
3	SIP Trunks	\$9.99	\$29.97
1	E911 DID	\$3.50	\$3.50
5	DID - Direct Inward Dial	\$0.10	\$0.50
1	150/20 Comcast Internet	\$199.99	\$199.99
1	5 Static IPs	\$24.95	\$24.95
5	Verizon Lines	\$28.55	\$142.75
	LD Flex Distance Plan	N/A	N/A
1	Service Billing Fee		\$14.99
Monthly Total:			<b>\$416.65</b>
Usage Charges			
	Local	\$0.019	\$0.00
	Instate LD	\$0.019	\$0.00
	Long-distance	\$0.019	\$0.00
Usage Total:			<b>\$0.00</b>
Site/Acct Total:			<b>\$416.65</b>
Monthly Savings			<b>\$33.00</b>
Annual Savings			<b>\$396.00</b>

## Vendor Selection

Moore Enterprises has done a basic assessment of services and requirements based on the information and billing provided by the client. Based on this assessment we have selected the following service providers and system manufacturers to be a part of this solution:

### Voice and Data Carrier Services:

#### New Horizons Communications

- NHC is one of just a handful of communications providers offering a full range of business telecommunications services nationwide – basic phone service, high speed data, internet, Hosted PBX, SIP Trunking and networking equipment – *nationally*.
- Not only do they offer comprehensive solutions, significant cost savings, and flexible contract terms, but we can also provide all of your services on a single managed platform (and bill).
- Their online portal allows us to manage your telecom consumption, inventory and investment, with up-to-the-minute billing, order and repair data, plus useful trending and variance capabilities.
- By Leveraging their Inter-Carrier relationships we can provision, change and manage most carrier services offered today
- Extremely competitive pricing structure
- Individual technologies and vendors involved with a solution can be changed anytime within the term of the agreement.
- It's been our experience that their smart policies and personnel ensure uncompromising service delivery to our customers



White Mountain IT Services

- 30+ year history of technology consulting, implementation and management
- Provides monitoring and remote support tools
- High Level Engineering, Management and Technology Consulting Resources
- Local Service Provider headquartered in Nashua NH

***Ongoing Support***

***Communications Management Package – Allworx 324***

***\$25 per system + \$1.00 per licensed User Monthly \$49.00***

- Software Updates and Patches
- Maintaining and Updating Documentation (see above)
- Orientation and Training for New Employees (remote via Zoom Room or video)
- 10% Discount on Hardware
- 24/7 Priority Emergency Callout
- Monitoring of Licensing, Warranties, and Key Events
- Consultation for Moves and Growth
- Off-site Weekly backup to our Data Center (requires remote access)
- Annual Telephone Review/Consultation with Options for Carriers
- Assistance with Issues and Advocacy and Assistance with Plan Changes
- Best Practice Consultation
- *Remote labor @ \$22.50 per 15 minutes (Discount of \$30.00 per Hour)*

Optional Upgrade:

- All-inclusive Remote System Administration
- *Additional \$.50 per licensed User Monthly*

Disaster Recovery

***Essential Disaster Recovery – \$19.00 Monthly***

- Off-Site Weekly Backup to our Data Center
- Backup Failure Remediation
- Same or Next Day Scheduling for DR Event
- *DR Events Billable at Standard Rates*

## Timeline for Execution

Key project Milestones are outlined below. Dates will be determined and all timelines are best-guess estimates and are subject to change until a contract is executed and confirmation from all vendors is received.

Milestone	Responsible Party	Estimated time until next milestone
Project Scope Approval	Client	Immediate
Carrier Agreement execution	ME	3-5 Days after approval
Services Order Placement	ME	3-5 Days after payment receipt
Carrier Order Review	NHC/Client/ME	1-3 Days after agreement execution
Carrier "Firm Order Commitment"	NHC	3-5 Days
Phone Number port date		
Material Order Placement - Allworx	ME	Upon payment receipt
Phone System Installation Scheduling	ME	Once FOC date Received by Carrier
Carrier Infrastructure Installation	NHC	1-5 Days after FOC Date
Administrator Training	ME	After Installation before Cutover
Phone System Installation	ME	1-2 weeks before FOC Date
Administrator Training	ME	After Installation before Cutover
Reach Mobile Configuration Testing	ME/WMIT	Once phone system is online
Services Cutover	NHC/ME	Coordinated Date with all Parties
Final Configuration	ME	Post installation
Testing and Documentation	ME	During /Post installation
User Training	ME	As Scheduled

## **MOVING FORWARD WITH YOUR APPROVAL**

Depending on the scope and involvement of White Mountain IT Services, the actual time to complete the project may be somewhat less or somewhat more than the initial estimate. During the project if there are any issues that cause significant variance in the above estimate, we will notify you as soon as possible. Adding additional tasks will likely change the cost in hardware, software licenses and labor. By signing this section, you agree to accept this proposal and the provisions of this document. Payment or lease agreement will be provided upon acceptance of this agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

# MOORE

ENTERPRISES

209 Fitchburg Road PO Box 683  
 Townsend, MA 01469  
 978-597-0204 / 978-808-7301  
 Brodgers@mooreent.com

## Estimate

ESTIMATE#

14968780

DATE

09/30/2018

PO#

### CUSTOMER

Townsend Water Department  
 Paul Rafuse  
 540 Main Street  
 West Townsend, MA 01474  
 978-597-2212  
 978-230-3001

### SERVICE LOCATION

Townsend Water Department  
 Paul Rafuse  
 540 Main Street  
 West Townsend, MA 01474  
 978-597-2212  
 978-230-3001

### DESCRIPTION

Description	Qty	Rate	Total
8200101 - Allworx Connect 324	1.00	\$1,480.54	\$1,480.54
JetStream 8Port Gigabit Smart PoE Switch	1.00	\$145.10	\$145.10
Allworx Verge 9312 IP Phone	2.00	\$359.00	\$718.00
Allworx Verge 9308 IP phone	3.00	\$299.00	\$897.00
Allworx Verge 9304	1.00	\$239.00	\$239.00
Rack, surge protection, cables and connectors and one wire run	1.00	\$395.00	\$395.00
Installation and programming	1.00	\$995.00	\$995.00
Firm Quote Labor	1.00	\$995.00	\$995.00
Labor for Wire Run	2.00	\$90.00	\$180.00
Labor for wire run	2.00	\$90.00	\$180.00
Training (Estimated)	1.00	\$115.00	\$115.00
Labor for Initial user setup training session and customization (per session)	1.00	\$115.00	\$115.00
Discount with ongoing support package	1.00	\$-350.00	\$-350.00
Discount / Trade in	1.00	\$-350.00	\$-350.00
Massachusetts sales tax		6.25%	\$0.00
Exempt		0.00%	\$0.00

### CUSTOMER MESSAGE

**Estimate Total:**
**\$4,814.64**



TOWN OF TOWNSEND  
BOARD OF WATER COMMISSIONERS  
APPLICATION TO ABATE OR ADJUST CHARGES

Name: Emily Bruns Account # 0771

Address: 30 Beech St.

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

Billing date 8/21/18

AMOUNT: 4.12 4c ABATEMENT [ ] ADJUSTMENT [ ] (check one)

REQUESTED BY: CUSTOMER [ ] OFFICE [ ] OTHER [ ] - if other please explain below:

Reasons: (please attached supporting documentation if applicable)

137.50 8/21 was posted to wrong Accr.

Corrected on 10/9 - 4.12 was Sept & Oct

Late charges

APPROVED [ ☒ ] DENIED [ ] (check one)

DATE: 10-13-18

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]

[Signature]

\$ 4.12 user.  
# 4210



Office of the  
Townsend Water Department  
540 Main Street  
West Townsend, MA 01474  
Tel: 978-597-2212  
Fax: 978-597-5611

Application No. 2019-2

Account No. 61038

Date 10/5/2018

### APPLICATION FOR WATER SERVICE

Name of Property Owner: REAL ESTATE DEVELOPMENT LLC - JOSEPH LOPILATO

Service Address: 45 WARREN ROAD

TOWNSEND MA 01469

Tel No.: 978-597-0337 Cell No. \_\_\_\_\_

Billing Address:

(If different from service address): 83 ASH STREET

Units (Check all that apply):

☒ Single Family (If Professional Bldg.) No. of Businesses \_\_\_\_\_  
☐ Multi Family (Apartment Building) No. Apartments \_\_\_\_\_  
☐ Hotel/Motel No. Rooms: \_\_\_\_\_

Type of Use (Check One): ☒ Residential ☐ Industrial  
☐ Commercial/Business ☐ Municipal  
☐ Agricultural

*Rec'd  
CHKH  
10-11-18  
\$2,100 -*

Is a sprinkler system required for fire protection? ☐ Yes ☒ No

If yes a proposed design plan of the system must be submitted including required flows, required pipe size, and size and backflow prevention device.

Is a flow test/s required? ☐ Yes ☒ No

If yes the owner will be billed separately at the current rate per flow test.

Is there an existing or proposed automatic lawn irrigation system? ☐ Yes ☒ No On separate well

Has a sketch or plot plan been provided showing the location of the septic system, automatic lawn irrigation system and any known or proposed additions to the existing building? ☒ Yes ☐ No \*\*\*\*\*Plot Plan Requested

I, the Owner understand this form is to be completed and all Fees, charges, and required documentation must be received before water service will be turned on. I also understand that I have from April 1st to November 1st of the same calendar year of the application date to complete the installation or this application shall be null and void and the Connection/System Development charge forfeited. In addition, I acknowledge receipt of the Townsend Water Department's current Rules and Regulations \_\_\_\_\_

C. Lopilato  
Signature of Owner/Applicant

10-11-18  
Date

BOARD OF WATER COMMISSIONERS

[Signature]  
Chairman

[Signature]  
Clerk

[Signature]  
Vice Chairman

11-13-18  
Date Signed by Board of Water Commissioners





Office of the  
Townsend Water Department  
540 Main Street  
West Townsend, MA 01474  
Tel: 978-597-2212  
Fax: 978-597-5611

Application No. 2019-4  
Account No. 61660  
Date 10/11/2018

### APPLICATION FOR WATER SERVICE

Name of Property Owner: KEN CHAPLIN-EKC DEVELOPMENT  
Service Address: 6 BALL ROAD 12 Lois Lane  
TOWNSEND MA 01469  
Tel No.: 978-815-6994 Cell No. \_\_\_\_\_  
Billing Address:  
(If different from service address): 12 LOIS LANE 6 Ball Road.

Units (Check all that apply):

☒ Single Family (If Professional Bldg.) No. of Businesses \_\_\_\_  
☐ Multi Family (Apartment Building) No. Apartments \_\_\_\_  
☐ Hotel/Motel No. Rooms: \_\_\_\_

Type of Use (Check One): ☒ Residential ☐ Industrial  
☐ Commercial/Business ☐ Municipal  
☐ Agricultural

CK # 409  
2000 -

Is a sprinkler system required for fire protection? \_\_\_\_ Yes ☒ No  
If yes a proposed design plan of the system must be submitted including required flows, required pipe size, and size and backflow prevention device.

Is a flow test/s required? \_\_\_\_ Yes ☒ No  
If yes the owner will be billed separately at the current rate per flow test.

Is there an existing or proposed automatic lawn irrigation system? \_\_\_\_ Yes ☒ No On separate well

Has a sketch or plot plan been provided showing the location of the septic system, automatic lawn irrigation system and any known or proposed additions to the existing building? ☒ Yes ☐ No \*\*\*\*\*Plot Plan Requested

I, the Owner understand this form is to be completed and all Fees, charges, and required documentation must be received before water service will be turned on. I also understand that I have from April 1st to November 1st of the same calendar year of the application date to complete the installation or this application shall be null and void and the Connection/System Development charge forfeited. In addition, I acknowledge receipt of the Townsend Water Department's current Rules and Regulations

Signature of Owner/Applicant

Date 10-11-18

BOARD OF WATER COMMISSIONERS

Chairman

Vice Chairman

Clerk

Date Signed by Board of Water Commissioners 11-13-18



Office of the  
Townsend Water Department  
540 Main Street  
West Townsend, MA 01474  
Tel: 978-597-2212  
Fax: 978-597-5611

Application No. 2019-3

Account No. 61659

Date 10/11/2018

### APPLICATION FOR WATER SERVICE

Name of Property Owner: KEN CHAPLIN-EKC DEVELOPMENT  
Service Address: 6-BALL ROAD 6 Lois Lane  
TOWNSEND MA 01469  
Tel No.: 978-815-6994 Cell No. \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
(If different from service address): 6-LOIS LANE 6 Ball Road

Units (Check all that apply):

☒ Single Family (If Professional Bldg.) No. of Businesses \_\_\_\_\_  
☐ Multi Family (Apartment Building) No. Apartments \_\_\_\_\_  
☐ Hotel/Motel No. Rooms: \_\_\_\_\_

Type of Use (Check One): ☒ Residential ☐ Industrial  
☐ Commercial/Business ☐ Municipal  
☐ Agricultural

CH #  
409  
2,000 -

Is a sprinkler system required for fire protection? ☐ Yes ☒ No  
If yes a proposed design plan of the system must be submitted including required flows, required pipe size, and size and backflow prevention device.

Is a flow test/s required? ☐ Yes ☒ No  
If yes the owner will be billed separately at the current rate per flow test.

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Signature of Owner/Applicant

Date 10-11-18

BOARD OF WATER COMMISSIONERS

Chairman

Vice Chairman

Clerk

Date Signed by Board of Water Commissioners 11-13-18



TOWN OF TOWNSEND  
BOARD OF WATER COMMISSIONERS  
APPLICATION TO ABATE OR ADJUST CHARGES

Name: Daniel Knox Account # 60757A

Address: 74 Highland

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

Billing date 10/24/18

AMOUNT: \$200.00 ABATEMENT [ ] ADJUSTMENT [ ] (check one)

REQUESTED BY: CUSTOMER [ ] OFFICE [ ] OTHER [ ] - if other please explain below:

Reasons: (please attached supporting documentation if applicable)

Overpaid Final Water Bill

APPROVED [ ☒ ] DENIED [ ] (check one)

DATE: 11-13-18

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]

[Signature]

200 - user  
4210.

**Draft of Proposed Articles For Special Town Meeting**

**December 13, 2018**

**Article ?**

**To see if the Town will vote to transfer within the Water Enterprise Fund  
\$30,000.00 from free cash to Professional Services account or take any other  
action in relation thereto.**

**Article ?**

**To see if the Town will vote to transfer within the Water Enterprise Fund  
\$115,000.00 from free cash to the Meadow Road Main Replacement Capital  
Improvement Plan project or take any other action in relation thereto.**

**Townsend Water Department**  
**Water Operations Foreman**

The Townsend Water Department is seeking qualified candidates for the position of Water Operations Foreman.

**Qualifications:**

- This position requires the ability to comprehend and issue written and oral instructions and effectively work with co-workers as a team while supervising and overseeing the work, to establish and maintain a healthy, effective working relationship with co-workers, Town employees and officials, and contractors. The applicant must possess excellent social skills to effectively communicate with the public in a courteous, respectful manner.
- Applicants must possess a Grade 2 Massachusetts certified Drinking Water license in distribution, and a Grade 1 Massachusetts certified Drinking Water license in treatment.
- Applicants must possess a valid class D drivers license.
- Possession of a class 2B hydraulics license is highly preferred.
- Must have thorough knowledge of Massachusetts Drinking Water Regulations, construction techniques, the use and operation of all tools and equipment necessary in the operation, maintenance, repair, and treatment of a public water supply distribution system.
- Applicants must have thorough knowledge of water quality monitoring and sampling of a public water system.
- Applicants must have a minimum of eight (8) years experience in the public water supply field.
- Applicants must have a High School diploma or equivalent GED.
- This is a full-time 40 hr./wk. position. Under the direction of the Superintendent this position requires performing administrative and

**supervisory work in connection with the operation, maintenance, treatment, and repair of the water distribution system. While frequently assisting, provide direction and oversight to operation staff, and perform a variety of skilled manual and technical work. Shall oversee construction projects, service and main installations and repairs for adherence to Water Department specifications, rules and regulations. Must participate in on-call rotation to respond to emergencies after hours including weekends and holidays. Must live within a 30 minute commute for response to emergencies. Applicants must have thorough knowledge of maintaining and recording inventory of materials and supplies. The position is a union position including benefits. The hourly wage range is \$26.94 - \$33.64. The applicant must be physically able to work in extreme weather conditions. The position requires a General knowledge in operating computers and working with word and excel. Applications can be obtained at the Water Department office located at 540 Main St. in West Townsend or the Treasurer's office located at Memorial Hall (Town Hall) 272 Main St. Townsend. Applications can also be emailed upon request. To request an application please email your request to [water@townsend.ma.us](mailto:water@townsend.ma.us)**

**The Town Of Townsend is an equal opportunity employer**



5.1

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

## Schedule A Specifications

Phone: 661-577-4371 Fax: 661-577-4372 [www.ParagonBridgeWorks.com](http://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 is 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 Client 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 Client's 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 Client's 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 Client's responsibility to advise Paragon what Jurisdictional Laws the bridge needs to meet. Known specifications shall be included in Paragon's drawings, if included, or on Paragon's 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](http://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](http://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](http://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

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Phone: 661-577-4371 Fax: 661-577-4372 [www.ParagonBridgeWorks.com](http://www.ParagonBridgeWorks.com)

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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](http://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**

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Phone: 661-577-4371 Fax: 661-577-4372 [www.ParagonBridgeWorks.com](http://www.ParagonBridgeWorks.com)

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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--



**PARAGONBRIDGEWORKS**

WHITE PAPER

**INSTALLATION**

**"PLAN A"**

Phone: 661-577-4371

Fax: 661-577-4372

CA General Engineering: 957465

[www.ParagonBridgeWorks.com](http://www.ParagonBridgeWorks.com)

This document covers the essential elements of installing a Paragon bridge using Paragon's BKES bearing kits.

<b>B</b>	<b>K</b>	<b>E</b>	<b>S</b>
<b>Bearing</b>	<b>Kit</b>	<b>End</b>	<b>Sill</b>

*This bearing kit was designed to be applied to the bridge's END SILL. The "end sill" is, essentially, the first transverse (or latitudinal) crossmember on the bridge superstructure. Refer to drawing "BKES.pdf" for more details.*

## Step 1: Prepare

Tools/Supplies needed:

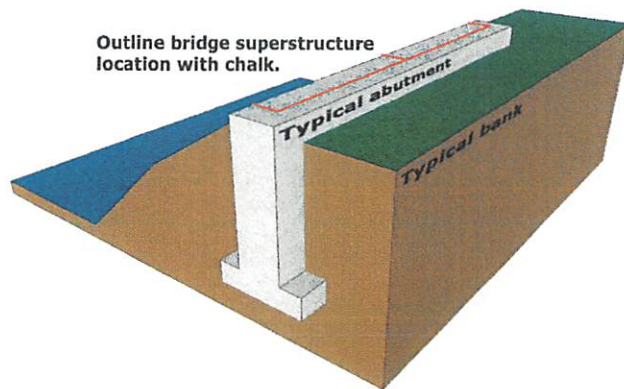
- Broom to sweep concrete clean.
- Chalk & chalk line. Preferably two different colors of chalk & line.
- Paint stick or marker that can write on neoprene. Preferably yellow or white.
- Measuring tape & large framing square.

**1.1** At this point, the abutments are completed and ready for the bridge. This includes proper cure time for concrete and any special inspections for the abutments have already been completed.

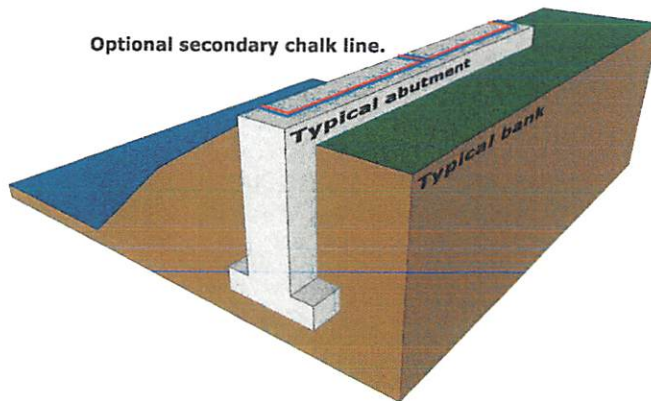
**1.2** Sweep off the top of concrete in order to achieve a clean surface.

**1.3** Make a chalk line where the bridge should land on abutments. Measure from the **center** of the abutment. In a perfect world, your bridge should sit right on these lines. The illustration below shows a chalk line for two bridge decks placed side by side.

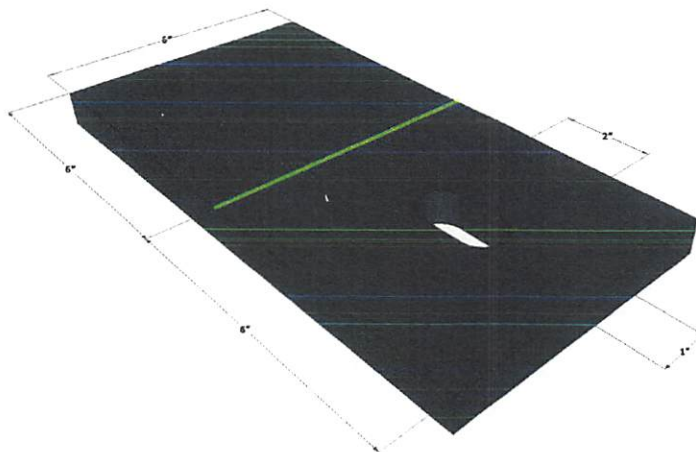




**1.4** Create a secondary chalk line 1" away from the first chalk line. This secondary line will help you to know when you are close to perfect. Ideally, we want to be as close to perfect as possible but getting to ½" of perfect is usually acceptable.



**1.5** Mark all the neoprene pads, as indicated by the yellow, in this illustration.



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## Step 2: Picking

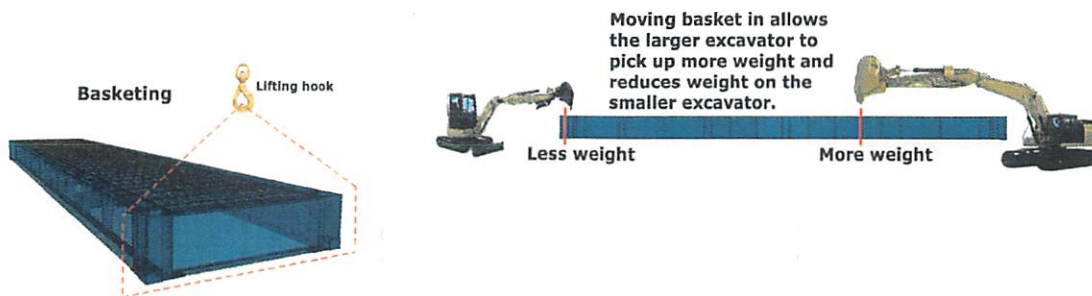
*This step involves picking the bridge up off of the delivery truck/trailer and getting the bridge deck swung into place. There are a number of methods to connect and lift up on a bridge deck, including:*

**2.1 Existing pick points:** Several well experienced installation contractors will find an existing bracket, pocket, or component on the bridge deck to hook on to. This option will vary greatly depending on the style of bridge deck used and can be used in conjunction with any of the options listed below.



**2.2 Basketing:** This method does not require any lifting hooks or rings. Instead, a chain/sling/cable (shown as the dotted red line) is wrapped around the entire bridge structure. Each end of the bridge is basketed in the same way in order to have the bridge supported at two locations.

One benefit of this method is that it allows the installation contractor the ability to move the location of each basket in order to transfer weight of each basket as needed if, for example, the contractor is using two excavators of varying capacities to lift the bridge. The basket can be arranged so that the larger capacity excavator can lift more of the bridge weight than the smaller excavator. By simply moving the basket away from the end of the bridge you will increase how much that basket is supporting.



While basketing might work well when placing a single bridge deck, it does not work very well when placing a second bridge deck next to the first as the chains, straps, or cables will prevent the second bridge deck from abutting the first bridge deck.

**2.3 Deck windows:** This option provides for cutting holes in the deck of the bridge in order to wrap a chain/sling/cable around a bridge crossmember that is being covered up by the bridge decking. The size of window and the location of window will be determined by the type of bridge deck used and the equipment that the contractor plans on using. The contractor can cut windows in themselves at the job site or the contractor can work with Paragon to have the windows cut at Paragon's facility.

More detailed videos can be found here:

- <https://youtu.be/ORrX3m5Elpo>
- <https://youtu.be/XrHHWHPmwww>

**2.4 Lifting lugs:** This is the most traditional way of lifting a bridge. A lifting lug is placed at each corner of the bridge. These lugs are usually around 1" X 5" X 5" steel plates with a single hole in them. The steel plates are welded to the bridge deck then a shackle's pin is ran through the lifting lug hole.

The bridge installation contractor will need to discuss with Paragon where the lifting lug should be applied in order to suite each application best. Not all of Paragon's facilities has a certified welder which limits which one of Paragon's distribution points offers lifting lugs. Alternatively, the installation contractor can install their own lifting lugs while the bridge is waiting to be off-loaded at the delivery site. The installation contractor should discuss this option with Paragon should they feel lifting lugs are the best solution.

A more detailed video can be found here: <https://youtu.be/ju05WIYdBbs>

**2.5 Dragging:** The process of dragging a bridge deck involves...pushing, pulling, and dragging the bridge bridge deck off of the delivery truck/trailer then push/pulling/dragging the bridge deck into position. While there have been many experienced bridge installation contractors who have



successfully done this, Paragon does not recommend it due to the potential damages caused to the bridge deck, delivery equipment, and possible injuries.

Installation contractors who wish to undertake this approach will need to arrange their own delivery trucks/trailers, as severe damage to the delivery truck/trailer may be caused. When performing this operation, method 2.1 "Existing pick points", and/or method 2.3 "Deck windows" is how most contractors grab onto the bridge deck.

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## Step 3: Setting

*By this point the bridge is up in the air and now needs to be landed on the abutments. Paragon's approach to setting the bridge has been developed over the course of hundreds of bridge installations since 1999. The abutment should still have all the chalk lines mentioned above. No bolts are installed in the concrete yet.*

Tools/supplies needed:

- 4 pieces of 1" X 2" X 12" wooden stick.
  - Large pry bars, at least 3' long (used to nudge bridge in place).
  - Oxygen/acetylene torch or other means to cut metal.
  - Sawzall, or other wood cutting tool, to trim wood that might be needed.
  - Measuring tape and small framing square.
  - BKES bearing kits with fasteners.
  - Vacuum, air compressor, or other means to extract concrete dust from bolt hole (if working with a concrete abutment).
  - Drill and appropriate drill bit for anchor bolts.
  - Welding equipment
  - Tool(s) to tighten down BKES fasteners.
- 

**3.1** When placing more than one bridge deck side by side, choose which bridge deck will be installed first.

**3.1.1:** When two bridge decks are installed side by side, there generally is not a preference of which bridge deck is installed first. Each bridge deck can be used on either side since they are identical (unless some special feature has been installed, such as uni-struts or pipe hanger brackets).

**3.1.2:** When placing more than two bridge decks side by side, work from the center of the abutment outwards. For example, on a three pack, the middle bridge deck would be set first followed by the outside decks.

**3.2** Set the bridge down directly on the concrete abutment, at or near the "perfect" chalk lines. It is not uncommon for one end of the bridge to be perfect but the other end of the bridge to be off by about ½". This is perfectly normal and acceptable. Set the bridge down so that only a small

amount of the bridge's weight is bearing on the concrete. Do not put all the weight of the bridge on the abutments yet.

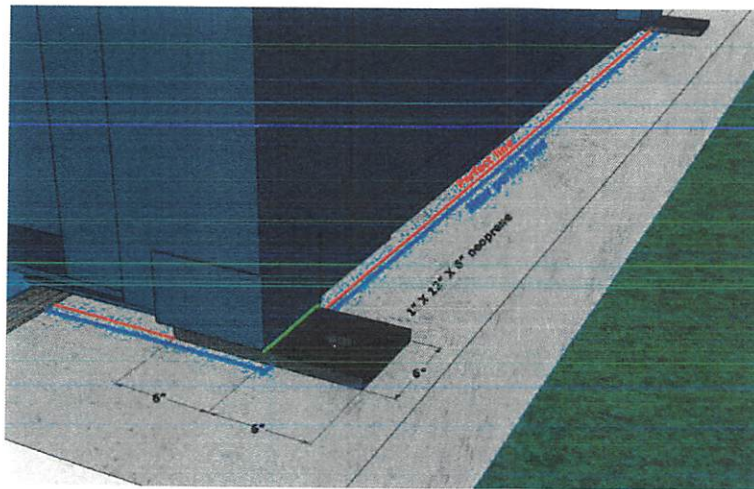
**3.3** Lift the bridge deck straight up by about 1 ½", then slip the neoprene pad under the corners of the bridge deck, as illustrated below. Use a stick or other tool to nudge the neoprene pad into place in order to keep fingers/hand clear of any pinch points. Line up the previously applied line on the neoprene with the corner of the bridge deck as illustrated below.

<<< USE EXTREME CAUTION TO NOT PINCH FINGERS/HAND UNDER BRIDGE >>>

**3.4** Lower the bridge deck onto the neoprene pads, ensuring:

- 12" long edge of the neoprene is flush with the side of the bridge deck with a ¼" tolerance allowance.
- 6" X 6" of neoprene should be under the bridge.
- 6" X 6" extending beyond the bridge.

At this point you can release all the weight of the bridge deck onto the neoprene and unhook the chains/cables/slings used to set the bridge.



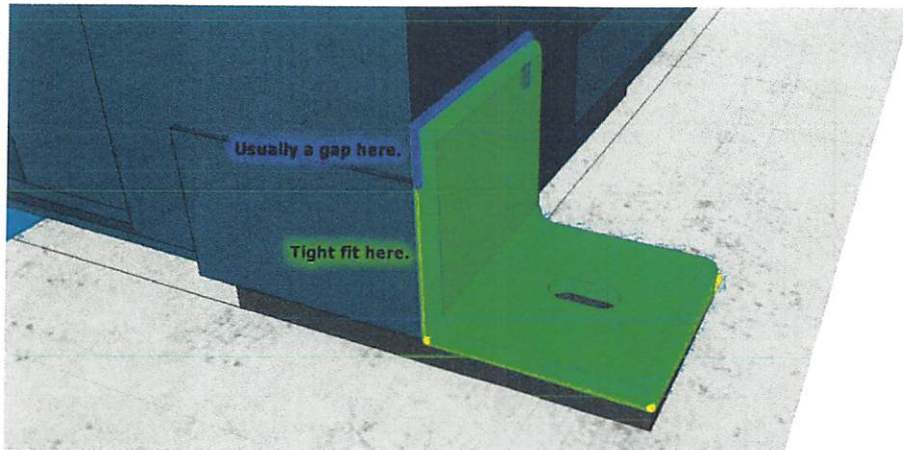
**3.5** Follow the same steps for any additional bridge decks. Refer to section 4 for common complications that may arise.

**3.6** At this point, all the bridge decks are set in place with neoprene under them. The crane (or whatever equipment used to set the bridge) is no longer needed.

**3.7** Set the steel portion of the bearing kit on top of the neoprene. Note: some bridge decks may be shipped with this steel bearing kit pre-installed by Paragon.

- Vertical leg of steel bearing kit (leg without a slot) is tight up against bridge deck.  
Note: A gap between the top of the steel bearing kit and the bridge deck is normal.

- Horizontal leg of steel bearing kit (leg with slot) is tight up against neoprene.
- Slot in steel bearing kit aligns with slot in neoprene with a  $\frac{3}{8}$ " variation tolerance.



**3.8** Weld bearing kit to bridge deck, usually a 3/16" fillet weld all the way around, however, follow engineered plans when available.

- Fill in gap as needed to weld.
- Reduce heat by waiting long periods between weld passes in order to prevent damage to neoprene pad due to overheating.

**3.9** Locate the securement bolts. They are usually  $\frac{3}{4}$ " X 10" concrete anchor expansion bolts, but they may vary depending on engineered plans or special conditions. Paragon normally only supplies Powers SD1 or SD2 anchor bolts. Any other fastener will need to be supplied by others. Drill appropriately sized hole through bearing kit slot to a depth recommended per anchor bolt manufacturer's specifications.

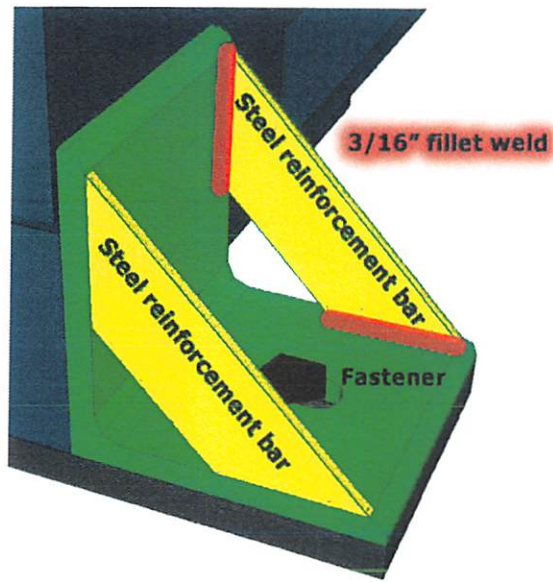
**3.10** Clean hole.

**3.11** Install anchor bolt per bolt manufacturer's specifications.

**3.12** Install flat washer and nut. Nut should be installed finger tight plus half a turn.

**3.13** If shipped loose, install steel reinforcement bars onto steel bearing kit. Weld per engineering plans or 3/16" fillet weld if no plans are available.





## Step: 4 Correcting Imperfections

*Paragon's primary product line consists of converting railroad flat cars into bridges. Hence, this is a used product that will not be perfect. Installation contractor should expect to make certain modifications, alterations, and adaptations. Installation contractor should request and review pictures of the bridge deck in order to become familiar with what will be delivered. This is a list of the most common issues that come up:*

**4.1 Camber variances:** This occurs when installing multiple bridge decks side by side. The goal is to get the two bridge decks within a maximum of  $\frac{3}{4}$ " in height difference. Otherwise, some pushing, pulling, and nudging will be needed. This is best explained in this video:

<https://youtu.be/CcfDKwYson4>

**4.2 Bridge height differences:** Sometimes one bridge deck will be slightly thicker than the other. This can be easily corrected by shimming under the neoprene bearing pad. Shim should have the same footprint size as neoprene, and be no greater than 1" thick.

**4.3 Steel deck irregularities:** Paragon's goal when preparing the deck before shipment is to get the deck clean enough to drive over without damaging a vehicular tire. Often times the steel deck will have some remnants from where something was welded to the deck. A completely smooth deck is not common and should not be expected. Installation contractor can use whatever means necessary to achieve their desired use being careful to not damage the steel deck itself. Additionally, there may be some holes in the deck as well that the installation contractor will need to patch up if they so desire. Patch material should be of the same thickness as the steel deck or thicker.

**4.4 Wood deck irregularities:** Wood is never perfect. Used wood is less perfect. Installation contractor should be prepared to replace wooden deck planks if they are buying a bridge with no new decking. New decking planks may become loosened during transportation and bridge installation. Installation contractor should expect to tighten some loose boards as needed.

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## Step 5: Finishing

*The installation portion of the project is essentially completed, and now just a few more items to complete.*

**5.1 Wooden seam cover plates:** When placing multiple bridge decks side by side, the addition of a seam cover plate is needed. Wood seam cover plates are usually applied over a bridge with wood decking. The wood seam cover consists of wooden planks, usually 2" X 10" pressure treated boards. These are screwed to the bridge's wooden deck. Use as many screws as needed to securely fasten the seam cover boards.

**5.2 Steel seam cover plates:** When placing multiple bridge decks side by side, the addition of a seam cover plate is needed. A steel seam cover can either be applied over a bridge with wood or steel decking.

When applying a steel seam cover plate over wood, the seam cover plate will need to have holes drilled in it in order to run wood screws through them then into the wooden deck below.

When applying a steel seam cover plate over a steel deck, a simple fillet weld can be used. Sometimes a seam cover plate shim is used between the seam cover plate and the steel decking. A video can be found here that discusses this topic further:

<https://youtu.be/u6IJ6DJWACM>

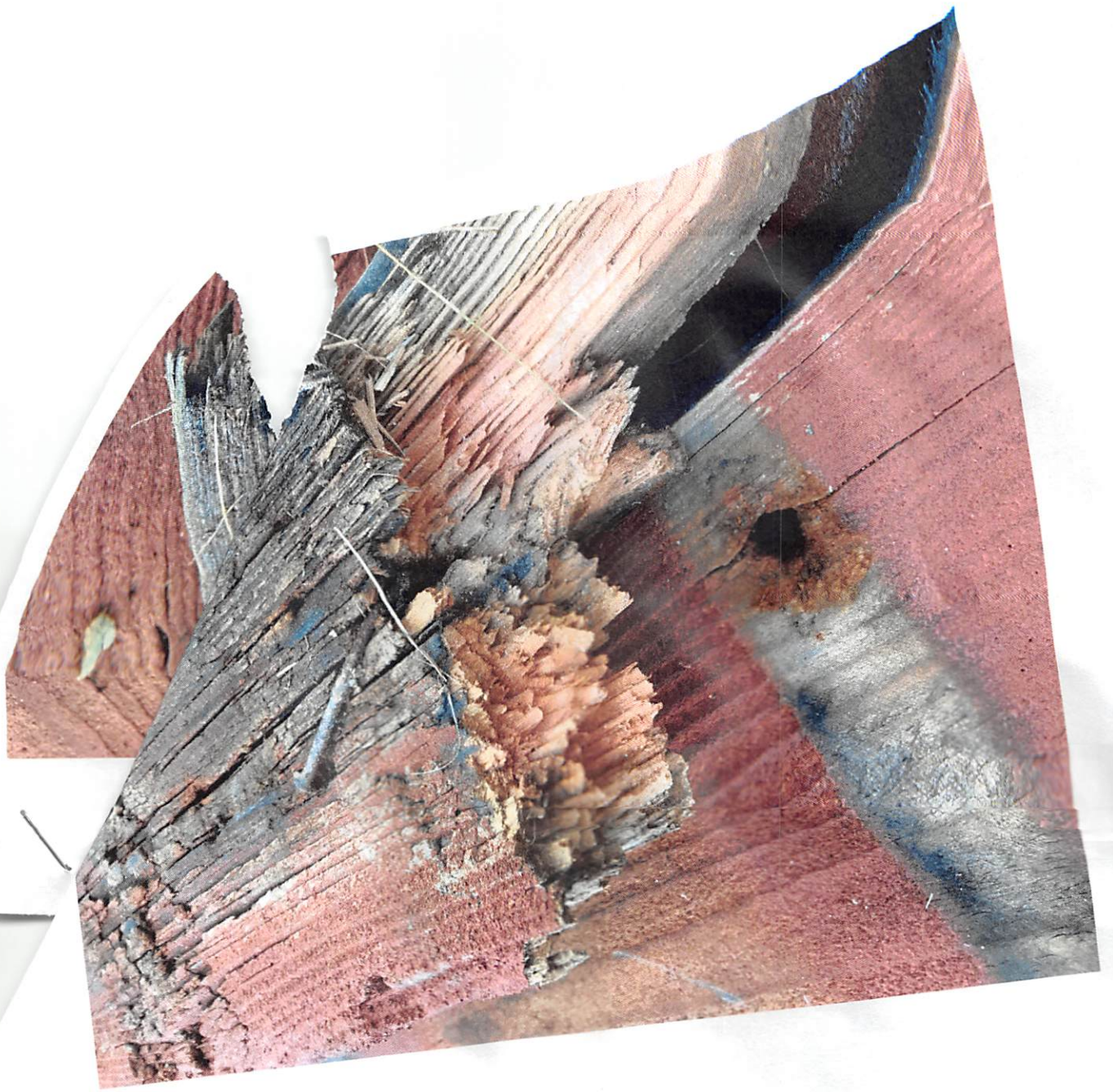
**5.3 Paint touch up:** All new metal should be painted with a high quality, durable paint. You can also get Paragon's "box car brown" paint in an aerosol spray paint can. Make sure to mask off the area being painted for a more professional finish.

**5.4 Bridge inspection:** Per federal bridge rules, the completed bridge must be inspected within three months of being put into service by trained inspectors. Additional routine inspections must be made in order to ensure a safe bridge, to satisfying any bridge warranty coverage, as well as complying with various state and federal bridge regulations. Bridge inspection reports must be submitted to Paragon within 30 days of inspection.

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*Finished.*













6.4

**FISCAL YEAR 19 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**October 31, 2018**

UNCOLLECTED FROM JUNE 30, 2018

\$ 92,570.11

<u>CHARGED</u>	<u>07/01/18</u>	<u>10/31/18</u>	<u>10/31/2018</u>	<u>Previous Balance</u>	<u>Total</u>	
USER CHARGES			303,832.98	229,939.92	533,772.90	
SERVICE CHARGES			6,407.63	9,149.90	15,557.53	
CONNECTION CHARGES			4,000.00	2,000.00	6,000.00	
LATE CHARGES			1,590.85	5,063.22	6,654.07	
BACKFLOW			4,100.00	0.00	4,100.00	
SUBTOTAL			<b>319,931.46</b>			
TOTAL CHARGES						<u>566,084.50</u>
						<u>658,654.61</u>
<u>RECEIVED</u>	<u>07/01/17</u>	<u>10/31/18</u>	<u>10/31/2018</u>			
USER CHARGES			234,697.81	219,779.62	454,477.43	
SERVICE CHARGES			4,953.45	9,565.90	14,519.35	
CONNECTION CHARGES			6,000.00	0.00	6,000.00	
LATE CHARGES			2,084.82	3,793.98	5,878.80	
BACKFLOW			3,947.68	0.69	3,948.37	
SUBTOTAL			<b>251,683.76</b>			
TOTAL RECEIPTS						484,823.95
SENT TO LIEN						
LIENS COLLECTED						611.72
ABATEMENTS						-723.84
ADJUSTMENTS						
AJD TO MASTER						
UNCOLLECTED						<u>173,942.78</u>
						<u>\$ 658,654.61</u>

**OUTSTANDING:**

USER CHARGES	\$ 161,615.81
SERVICE CHARGES	3,537.65
CONNECTION CHARGES	
LATE CHARGES	8,078.03
BACKFLOW	711.29
TOTAL OUTSTANDING	: 173,942.78