ADDENDUM TO PURCHASE ORDER Parkson Corporation

Contractor shall comply with the Detailed Specifications below, and with the Insurance and Damage to City Property provisions that follow.

I. <u>DETAILED SPECIFICATIONS</u>

ITEM 1 GRABBBER™ AUTOMATIC BAR SCREEN

Existing Units: 1 Unit #: H-1905014Z Model: HR200

1.A The following parts will be supplied for replacement on one, 1 unit RECONDITIONING WILL CONSIST OF THE FOLLOWING (per unit):

Item Description	Quantity
End Plate	2
Slide Disk	8
Slide Disk	8
Radial Bearing	2
Roller Bearing	2
Flange Bearing	2
Journal Bearing	4
Retaining Ring	2
Roller	2
Disk Cover	2
Intermediate Ring	2
Key	2
SCR,FLH SKT,3/8"-16X1" LG, RH	1
SCR,FLH SKT,3/8"-16X1" LG, LH	1
Return Back Plate	4
Return Back Block	4
Spacer, Round	6
Cog Rail, 3' (7 needed; 2 cut to size)	1
Cog Rail Ends	4
Cog Wheels	2
Cog Rail Fasteners	1

2.A Parkson Certified Rebuild On Site with OEM Parts & Technicians \$37,374 USD

- 1. To ensure work site safety customer/owner is responsible for removing the head from the unit and placing it on a level surface and reinstallation of unit in channel.
- 2. All parts listed in [1A] above.
- 3. Parts will be shipped F.O.B. Point of Manufacture, freight allowed to jobsite.
- 4. Removal and reinstallation of the unit in the channel is excluded.
- 5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
- 6. Taxes excluded.

Schedule:

Submittal Phase not required on this project.

Parts required will be delivered to jobsite Eight (8) weeks after receipt of acceptable Purchase Order, or when all questions are resolved.

Field/on site rebuild will be within 4 weeks after parts are delivered to customer.

Start-Up Assistance - Included -Technician(s) will test run equipment after the rebuild is complete. Additional start up service can be purchased for \$1,000 per day, plus travel and living expenses.

Parkson will furnish one factory representative to provide rebuilding supervision, and operator training. Dates of service to be scheduled upon receipt of Buyer's written request. If start-up assistance is *Not Included* above than Parkson Corporation standard field service rates of \$1,000 per day plus travel and living expenses will apply.

ITEM 3 WARRANTY, DRAWINGS & MANUALS

3.A Mechanical Warranty:

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Grabber® screen by a) factory certified rebuild, b) on-site certified rebuild, or c) supervised, certified on-site rebuild.

3.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals: Not required

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this project until all Additional Information is received by Parkson, thus beginning the Submittal Phase.

If you do not receive such a Request for Additional Information within the stated ten (10) business

days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of

the written Purchase Order by Parkson. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received by Parkson

the Shipment Phase will begin.

Once Shipment Phase is underway, manufacturing of parts will begin as stated above. After parts are produced Project Management will call for the unit to be pulled from channel and shipped to the

Parkson factory to complete the rebuild and return with minimal out of service delay. If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order by Parkson.

BUYER/OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

• Upon disassembly in our shop or on site if any unforeseen parts or structural repairs are required, Parkson Corporation will notify the customer prior to commencement of any repairs

beyond original quoted scope. The costs for these items will be added to the scope of work.

- Removal and installation of Grabber® screen in channel (disassembled from adjoining equipment / electrical / controls).
- High pressure wash the unit / clean of all solids. Additional charges and delays will occur if our factory has to send equipment out for cleaning and solids disposal.
- Shower water connections and water supply.
- Controls / electrical connection & interconnecting wiring removal (including any of the following,

but not limited to: E-stop button, solenoids, motors, interlock switches; wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.)

• Loading, unloading, crating, uncrating, installation, and installation supervision. Installation will.

at minimum, require a forklift and possibly a crane/hoist.

- Readiness of the equipment before requesting [rebuild or start up] service. Non-readiness may result in additional charges.
- Anchor bolts as required.
- Solids discharge chute and solids receptacle.
- Influent gate.
- Interconnecting piping.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.
- Dumpster for all old parts [on site rebuild].
- Redirect channel flow.
- Provide clean, dry channel.
- Care and storage of rebuild components upon receipt at customer site.

II. INSURANCE

- 1. The Contractor shall procure and maintain during the life of this Purchase Order such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Purchase Order; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The Contractor shall provide the City with certificates of insurance and all endorsements necessary for Contractor to establish it has the required insurance coverage. The following insurance policies are required:
 - A. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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Bodily Injury by Accident - $500,000 each accident Bodily Injury by Disease - $500,000 each employee
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Bodily Injury by Disease - \$500,000 each policy limit

B. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an

additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property
	Damage Liability, or both combined.
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- D. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- 2. Insurance required under Paragraphs 1.B and C above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- 3. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

4. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

III.DAMAGE TO CITY PROPERTY

The Contractor shall be responsible for all damage to property of the City caused by or resulting from the acts or omissions of the Contractor, its employees, or agents performing the repair/installation of the parts on the