

**ADDENDUM TO PURCHASE ORDER
CITY OF EVERETT, WASHINGTON ("CITY")
AND
OLDCASTLE INFRASTRUCTURE, INC., a CRH Company ("SUPPLIER")
DATED January 13, 2026 ("PO")**


In consideration of the following mutual covenants, and notwithstanding any term or condition of the PO to the contrary, the City and Supplier hereby agree to modify and amend the above-referenced PO as follows:

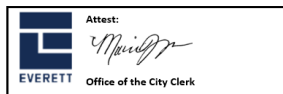
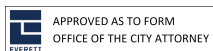
1. Supplier shall not be responsible for any contract or agreement beyond the PO and this Addendum unless specifically presented to Supplier for review. Supplier does not agree to assume any obligation that does not arise from the Supplier's work on the Project, unless the Supplier agrees to assume a specific obligation, in writing.
2. Changes to the plans and specifications shall be made by the City by written change order and shall only be deemed accepted by Supplier if signed by Supplier. Supplier shall be entitled to an equitable price adjustment for such changes.
3. If required and requested by the City, Supplier shall name the City as an additional insured only to the extent that claims and liabilities covered by such insurance arise from Supplier's negligent or wrongful acts or omissions. The City's insurance policies will be primary with respect to any acts or omissions of the City.
4. Supplier shall provide the Goods, which comply with the approved shop drawings, and makes no warranty as to merchantability or whether the same are fit for any particular purpose. Supplier's warranty does not cover damage or deterioration of work or unsatisfactory results resulting from any engineering work or The City's or engineer's choice or other defective specification, pre-existing conditions, damages from preexisting conditions, damages from intervening causes, misuse, or wear and tear from the elements or otherwise, nor work performed under adverse weather conditions. This warranty shall be for twelve (12) months from the time Goods have been provided. The City may not reject the Goods unless they do not meet specifications.
5. In the event of (a) any breach or default by Supplier, (b) any claim against Supplier, or (c) any defects covered by warranty, Supplier will be given reasonable notice and reasonable time to remedy, resolve, or cure any and all such breaches, defaults, claims, or defects.
6. Supplier shall not be liable for any consequential, incidental or punitive damages and shall be liable for only those liquidated or delay damages directly caused by Supplier's wrongful or negligent acts or omissions. Supplier's cumulative liability for delay, direct, and liquidated damages shall not exceed \$100,000.
7. The City shall have two business days in which to inspect the Goods ("Inspection") and verify that Supplier's Goods comply with the plans and specifications prior to installation. Thereafter, the City shall be deemed to have accepted the Goods, unless Supplier receives written notification from the City within seventy-two (72) hours of the Inspection of The City's rejection of some or all of the Goods. Supplier agrees to provide the City with conforming Goods to replace any Goods rejected by the City. The City is responsible for any costs incurred in inspecting the Goods.
8. The City shall be liable for any costs incurred by Supplier up to any suspension ordered by The City.
9. Supplier shall indemnify and defend the City for claims, suits, judgments, damages, litigation, liabilities, losses, costs, attorney's fees, and expenses that result from, arise out of, or are caused by, and only to the extent of, Supplier's wrongful or negligent acts or omissions on the Project. For the purpose of clarity, Supplier's defense and indemnity obligations apply only to the extent of Supplier's negligent acts or omissions and do not include the City's proportional negligence, wrongful conduct, or liability.
10. Supplier is entitled to an equitable time extension in the event of any delay caused by inclement weather, unforeseen conditions, labor disputes, equipment failure or force majeure.
11. The City shall provide Supplier four (4) weeks lead time for delivery of the Goods to the Project.
12. Supplier makes no warranty or guarantee that its goods or materials shall remain water-tight and has no responsibility for the approval or design of the waterproofing/coating system, if applicable.
13. This Addendum and Supplier's quote or proposal, dated January 8, 2026 are incorporated into the Contract and control over any inconsistent provisions in the same.

**A special material is defined as any manufactured piece that is specifically made for a project and cannot otherwise be used.*

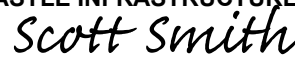
AGREED this ____ day of 01/23/2026 2026.

CITY OF EVERETT

By: 
Name: Cassie Franklin
Title: Mayor



OLDCASTLE INFRASTRUCTURE, INC., a CRH Company

By: 
Name: Scott Smith
Title: Estimating Manager











Addendum to Everett PO OM 26017_01.23.2026_SD

Final Audit Report

2026-01-23

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 Agreement completed.

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