

ADDENDUM

This Addendum is incorporated in, and made a part of, the Purchase Order CB 23251 (the “**PO**”) between City of Everett (the “**Buyer**”) and Cummins Inc. d/b/a Cummins Sales and Service (the “**Seller**”). The Buyer and Seller acknowledge and agree that, notwithstanding anything to the contrary in the PO, the following changes to the PO terms and conditions are hereby adopted and agreed to by the parties and made part of the PO. In the event of a conflict between the terms and provisions of this Addendum and the terms of the PO, the terms of this Addendum shall control and any conflicting terms of the PO shall be null and void.

"The paragraph headings throughout this Addendum are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Addendum."

1. **Payment Terms.** Payment terms shall be Net 30 days from date of receipt of a proper invoice.

2. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER TERM OF THE PO, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO BUYER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOST RENTS, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES RELATED OR OTHERWISE ATTRIBUTABLE TO DELAY), EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER’S LIABILITY TO BUYER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH BUYER OR ON BUYER’S BEHALF UNDER THE PO EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY SELLER HEREUNDER. NOTHING IN THE PO EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, BUYER ACKNOWLEDGES BUYER’S SOLE REMEDY AGAINST SELLER FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

3. **Special Notice.** As a result of COVID-19 related effects or industry supply chain disruptions, temporary delays in delivery, labor or services from Seller and its sub-suppliers or subcontractors may occur. Among other factors, Seller’s delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Seller reserves the right to make partial deliveries or modify its labor or service. While Seller shall make commercially reasonable efforts to meet the delivery, service or completion obligations set forth herein, such dates are subject to change. In the event delivery, shipping, installation, or performance is delayed, however occasioned, due to events beyond Seller’s reasonable control, then the date of delivery, shipping, installation, or performance for the equipment or services shall be equitably extended for a period equal to the time lost, plus reasonable ramp-up.

****SIGNATURES TO FOLLOW ON NEXT PAGE****


Agreed to and executed this _____ day of 11/14/2023, 20 .


Seller: **Cummins Inc.**

By: *Ray Caparas*
Name: Ray Caparas
Title: Territory Manager

Buyer: **City of Everett**

By: *[Signature]*
Name: Cassie Franklin
Title: Mayor

 APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

 Attest:
[Signature]
Office of the City Clerk



CITY OF EVERETT
 PROCUREMENT DIVISION
 2930 Wetmore Ave., Ste. 9-E
 Everett, WA 98201
 425.257.8840

**INVOICE
 TO**

ACCOUNTING DIVISION
 P.O. Box 12130
 Everett, WA 98206-2130
 425.257.8746
 accountspayable@everettwa.gov

ORDER SUBJECT TO TERMS LISTED ON LAST PAGE

PURCHASE ORDER

P.O. No. CB 23251

SUPPLIER NAME AND ADDRESS

39041
 CUMMINS INC
 500 JACKSON ST

 COLUMBUS IN 47201

THIS NUMBER MUST APPEAR
 ON ALL INVOICES & INQUIRIES

Date: 11/02/23

Ship To: UTILITIES WAREHOUSE - BLDG 3
 3200 Cedar Street
 Everett WA 98201 425 257-7820

Buyer: Daniel Trefethen 425-257-8905

Attention:

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LT	GENERATOR, C35D6 DIESEL GENSET 60Hz 35KW W/ 55 DBA @23' SOUND ATTENUATED ENCLOSURE, OTEC125 ATS 125AMP AND ALL ITEMS AS PER ATTACHED QUOTE. Q-197673-20230912-1652.	106,359.00	106359.00

ALL PRICING, TERMS AND CONDITIONS PER COOPERATIVE CONTRACT SOURCEWELL #092222-CMM. TO THE EXTENT THE TERMS AND CONDITIONS IN THIS PURCHASE ORDER ARE DIFFERENT THAN THE TERMS AND CONDITIONS OF THE COOPERATIVE CONTRACT, THE TERMS AND CONDITIONS OF THE ~~COOPERATIVE CONTRACT SOURCEWELL #092222-CMM MOST STRINGENT ON SUPPLIER~~ SHALL APPLY.

THE SUPPLIER CERTIFIES BY ACCEPTING THIS PURCHASE ORDER THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT IS NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT.

SUBTOTAL 106,359.00
 9.9 TAX 10,529.54
 TOTAL 116,888.54

AUTHORIZED SIGNATURE:



September 12, 2023

Prepared by

Ray Caparas

raymond.caparas@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Sourcewell Contract #092222-CMM	1
2	C35D6, Diesel Genset, 60Hz, 35kW U.S. EPA, Stationary Emergency Application C35D6, 35kW, 60Hz, Standby, Diesel Genset Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Regulator - Excitation Boost System (EBS) Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Enclosure-None Larger Battery Rack Skidbase - Housing Ready Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Meters - AC Output Analog (kVA) Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connections - Dual Circuit Breaker, Location A, 70A, 3P, 600 Volts AC, 80%, UL Circuit Breaker, Location B, 70A, 3P, 600 Volts AC, 80%, UL Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Exhaust Connector - NPT Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Warning - Low Coolant Level Extension - Coolant Drain Duct Adaptor - Radiator Outlet Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Extension - Oil Drain Engine Oil Test Record - Strip Chart Test Record - Safety Shutdowns Test Record - Exhaust Temperature Test Record - Ambient Temperature and Pressure Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag	1
3	55 dBA at 23' Sound Attenuated Enclosure	1



4	UL142 - 140 gallon subbase fuel tank	1
5	Generator Starting Batteries	1
6	Shop Upfit:battery charger temperature sensor. Install coolant heater isolation valves.	1
7	Battery Temperature-Sensor 15240 mm	1
8	OTECA, OTEC Transfer Switch-Electronic Control: 125A OTEC125, Transfer Switch-Electronic Control, 125 Amp Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Control Panel, Security Key Cover Terminal Block - 30 Points Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
9	Delivery to Site Included. Offloading Excluded.	1
10	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit, 1 Day.	1

TOTAL: \$ 106,359.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This proposal is based on the customer's request only.

LEAD TIME:

Submittals

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time is 46 - 48 weeks after submittal approval and release for production. Plus 6-8 weeks for the enclosure and tank.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Ray Caparas

raymond.caparas@cummins.com











Cummins C35D6 Generator Purchase_111323_SD

Final Audit Report

2023-11-14


Created:	2023-11-14
By:	Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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