



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 25095

SUPPLIER NAME AND ADDRESS

00676
CUMMINS INC
RENTON WA 98057
1030 SW 34TH ST #A

Attention: DAN LANSKE

THIS NUMBER MUST APPEAR
ON ALL INVOICES & INQUIRIES

Date: 06/02/25

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

Buyer: Daniel Trefethen 425-257-8905

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	SWITCH, # OTEC125, CUMMINS AUTOMATIC TRANSFER SWITCH 480V / 3PH / 125A / 3R CABINET	5,008.99	5008.99

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 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 5,008.99
9.9 TAX 495.89

TOTAL 5,504.88

AUTHORIZED SIGNATURE:

City of Everett Purchase Order (PO) Terms and Conditions

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these Terms and Conditions unless otherwise noted on the face of the PO. If this PO arises from an Invitation to Bid or Quote or any other solicitation, then a binding contract is formed upon award and PO issuance and all provisions of such solicitation (including without limitation all specifications) and these Terms and Conditions are incorporated into the contract. If this PO does not arise from a solicitation, then acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless specifically called out on the face of the PO.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
 - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. **Delivery Date:** For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. **Shipping Instructions:** Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilage, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. **Free and Clear:** Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
 - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
 - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
 - i. **Price:** If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**
 - a. **General:** Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Supplier is an independent contractor. The City is not liable for or obligated to pay sick leave, vacation pay or any other benefit of employment, or any social security or other tax. Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
 - b. **Public Work:** If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
 - c. **Willful Wage Violation Certification.** If this PO is for \$10,000 or more, then Supplier by accepting this PO certifies that, within the five-year period immediately preceding the date of this PO, Supplier has not been determined by a final and binding citation and notice of assessment issued by the WA Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity that is substantially identical to Supplier. An untrue certification by Supplier is a material breach and cause for termination.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT:** Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION:** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
7. **INDEMNIFICATION:** Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
8. **TERMINATION:** The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
9. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
10. **OTHER:** The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.



May 13, 2025

Prepared by

Will Jameson
971-291-2228
lg883@cummins.com

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

Item	Description	Qty
1	Sourcewell Pricing per Contract # 092222-CMM	1
2	OTECA, OTEC Transfer Switch-Electronic Control: 125A OTEC125, Transfer Switch-Electronic Control, 125 Amp Anti-Condensation Cabinet Heater 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 Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Relay - Elevator Signal Transfer Switch Warranty - 5 Year Comprehensive	1
3	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included.	1

QUOTE TOTAL: \$ 5,008.99

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

No Start-up included in this proposal.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.



NOTES:

No Specification or Drawings Considered in This Proposal. This Budget is Based on an Email Request.

LEAD TIME:

Submittals:

Typical submittal lead time is 2 - 4 weeks after receipt of purchase order.

Equipment:

Current lead-time is 14 - 15 weeks after submittal approval and release for production.

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:

Will Jameson, Inside Sales Representative- PG

lg883@cummins.com

971-291-2228

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

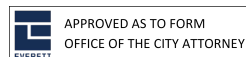
Authorized Signature

07/02/2025

Date

City of Everett

Company Name



Attest:

Cassie Franklin, Mayor

Printed Name & Title

CB 25095

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY 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 CUMMINS' 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.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. *Intentionally removed.*

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Intentionally removed.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, 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, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Intentionally removed.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim



arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.



**Sales and
Service**

Project: City of Everett 125A ATS - Sourcewell
Quotation: Q-379765-20250513-1349

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.


ADDENDUM

This Addendum is incorporated in, and made a part of, the Purchase Order CB 25095 (the “**PURCHASE ORDER**”) between City of Everett (the “**Customer**”) and Cummins Inc. d/b/a Cummins Sales and Service (“**CSS**”). The Customer and CSS acknowledge and agree that the following terms and conditions are hereby adopted and agreed to by the parties and made part of the PURCHASE ORDER and the Sourcwell Contract #09222. In the event of a conflict between the terms and provisions of this Addendum and the terms of the aforementioned agreements, the terms of this Addendum shall control.

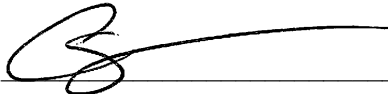
1. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION, IN NO EVENT SHALL CSS’ LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER’S BEHALF UNDER THIS PURCHASE ORDER EXCEED ONE MILLION DOLLARS (\$1,000,000) NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER’S SOLE REMEDY AGAINST CSS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.
2. Tariff and Duty Surcharges. In addition to any adjustments otherwise provided for in the PO, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges (“Tariffs”) in effect during the term of the PO, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Contractor notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

Agreed to and executed

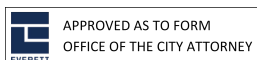
CSS: **Cummins Inc.**

By: 
Name: Raymond Caparas
Title: Territory Mgr

Customer: **City of Everett**

By: 
Name: Cassie Franklin
Title: Mayor

Attest:





Purchase of Automatic Transfer Switch OTEC











125_06.25.2025_SD






Final Audit Report

2025-07-02

Created:	2025-07-02
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvTIOKeO978Uv_a8RLDwZj8ZZqNnbWD7B

"Purchase of Automatic Transfer Switch OTEC 125_06.25.2025_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Daniel Trefethen (DTrefethen@everettwa.gov) for approval
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-  Signer ddraszt@everettwa.gov entered name at signing as David Draszt
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-  Document approved by David Draszt (ddraszt@everettwa.gov)
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-  Document emailed to raymond.caparas@cummins.com for signature
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-  Email viewed by raymond.caparas@cummins.com
2025-07-02 - 7:29:14 PM GMT

-  Signer raymond.caparas@cummins.com entered name at signing as Raymond Caparas
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-  Document e-signed by Raymond Caparas (raymond.caparas@cummins.com)
Signature Date: 2025-07-02 - 7:32:05 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
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-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
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-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2025-07-02 - 8:00:16 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
2025-07-02 - 8:00:19 PM GMT
-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2025-07-02 - 8:06:38 PM GMT - Time Source: server
-  Agreement completed.
2025-07-02 - 8:06:38 PM GMT