

VILLAGE OF LOMBARD

Contract for Purchase of Pumping Equipment for The North Broadway Interim Pump Station

This agreement is made this 16th day of February, 2017, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Xylem Water Solutions, Inc., of Chicago, IL hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Pumping Equipment - in an amount not to exceed \$317,288.12

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Quote #2015-CHI-0476 Alternate 1, V7 dated January 17, 2017 and Quote #2017-CHI-0065 dated January 31, 2017.
 - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$312,288.12 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule: Deliver submittals for Village approval within one (1) week of Notice to Proceed and deliver equipment within seven (7) weeks from the date the Village approves the submittals. Time is of the essence of this Contract.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 16th day of February, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 17th day of March, 2017.

~~Individual or Partnership~~ Corporation X

Matthew Fisher, Vice President, Treasurer
By _____ Position/Title

Gregory Caffey, Vice President
By _____ Position/Title

Xylem Water Solutions USA, Inc.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of February, 2017.

Keith T. Giagnorio
Keith T. Giagnorio
Village President

Attest: Sharon Kuderna
Sharon Kuderna
Village Clerk

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

Matthew Fisher, having been first duly sworn, depose and states as follows: (Officer or Owner of Company)

I am the Vice President, Treasurer for Xylem Water solutions USA, Inc.
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the North Broadway Interim Pumping Station to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

(Name of employee/driver or "all employee drivers")

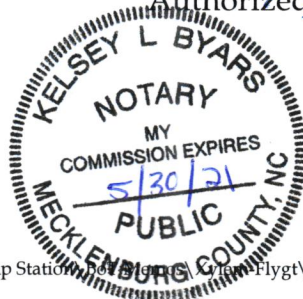
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 20th day of MARCH, 2017.

[Signature]
Notary Public Kelsey L Byars





**Xylem Water Solutions USA, Inc.
Flygt Products**

January 31, 2017

8402 183rd Street Suite A
Tinley Park, IL 60487
Tel (708) 342-0484
Fax (708) 342-0491

VILLAGE OF LOMBARD
255 E WILSON
LOMBARD IL 60148

Quote # 2017-CHI-0065
Re:Lombard North Broadway Hatch and retrofit grates

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Retrofit Grate

Qty	Description
1	36X36 Aluminum retrofit grate

Retrofit grate

Qty	Description
1	36X48 Aluminum retrofit grate

Access Cover

Qty	Description
1	36X36 Aluminum Hatch, clear opening 33X35. Single door, angle frame H-20 rated. Safety grate included.

Access Cover

Qty	Description
1	36X48 Aluminum Access hatch, clear opening 33X47. Angle frame, single door, H-20 rated. Safety grate included.

Access Cover

Qty	Description
2	42X42 Aluminum Access hatch, clear opening 38X36. Angle frame, single door, H-20 rated. Safety grate included

Access Cover

Qty	Description
4	60X60 Aluminum access hatch, clear opening 53X46. Angle frame double door, H-20 rated. Safety grate included.

Total Project Price \$ 25,961.51



Qty Description

Freight Charge \$ 584.00

Total Project Price \$ 26,545.51

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of delivery: PP/Add Order Position

Terms of payment: Net 60 Days

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature:  Company/Utility: Village of Lombard

Name: Keith Giagnorio Address: 255 E. Wilson
(PLEASE PRINT)

Email: Lombard, IL 60148

Date: February 16, 2017 Phone

PO#: Fax:



Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Schedule: Submittals will be supplied 2-3 weeks after order acceptance.

Schedule: Delivery lead times are 4-6 weeks after receipt of submittal approval and order acceptance.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xyleminc.com
Fax: 708-342-0491



Xylem Water Solutions USA, Inc.
Flygt Products

January 17, 2017

VILLAGE OF LOMBARD
255 E WILSON
LOMBARD IL 60148

8402 183rd Street Suite A
Tinley Park, IL 60487
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2015-CHI-0476 Alternate 1, Version 7
Re:Lombard - North Broadway LS

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Dewatering Pump

Qty	Description
1	NP489-4 7.5/460/3 50' FM FLS+ FV

Accessories

Qty	Description
1	BRACKET,GUIDE BAR UPPER 2" 316
1	CONNECTION,DISCH 4X4" CI
1	HOOK,SAFETY ASSEMBLY SS
1	HARDWARE,DISC CONN ASSY 304SS
1	KIT,HARDWARE 3/8IN SS (2X)
40	CHAIN,3/16" 316L
1	KIT,CHAIN FITTING 3067-3127+ 316SS
1	BRACKET,INT GB 2 X 4" 304SS+ FOR STEEL PIPE
80	TS3042 FEET 2"GUIDE RAIL 304SS
1	GRIP,CABLE SS 19-24MM
1	HOLDER,CABLE 304

Stormwater Pump

Qty	Description
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Qty	Description
2	<p>Flygt LL 3356, 63-620, 440 mm Intended for wet installation in column, installation components to be ordered individually Cast iron impeller Coating: Duasolid 50, Oxyrane ester Drive Unit: 715 6 pole, 170 hp, 460 V, Std motor Approval: FM Ex Standard connection housing Insulated support bearing Cables Power: 2 x 50ft SUBCAB 4G35 + S(2x0.5) Cable Grip included. Pilot: 50ft Screened SUBCAB ctrl S 12x1.5 Cable Grip included. Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory</p>

Draft Tube FS W/ Cable system

Qty	Description
2	<p>STEEL (A-36) PUMP TUBE 32" OD X ±27'-6" FT LONG WITH SIDE DISCHARGE 30" OD X 30" LG FROM TUBE CL. TUBE AS WELL AS DISCHARGE ARE MADE OUT OF 1/4" THICK PLATE, 3/4" X 55" X 55" BASE PLATE WITH 1/2" THICK GUSSETS AND MOUNTING HOLES, 3/4" THICK TOP FLANGE WITH CABLE BEAM POCKETS AND ROXTEC CABLE ENTRY, 1" THICK TOP COVER WITH LIFTING LUGS AND BOLTED WITH SS304 HEX HEAD BOLTS/NUT AND 1/4" GASKET, 3/4" THICK PUMP SUPPORT RING WITH ANTI-ROTATION GUSSETS FOR XYLEM PUMP LL 3356 AND 1" THICK BOTTOM FLANGE TO CONNECT TO FSI. Finish: Sandblast steel to an SSPC SP-10 OR NACE #2 (near-white blast) ID and OD. ALL SURFACES ID AND OD. COATING: AMERLOCK II WHITE/GRAY FOR A TOTAL SYSTEM OF 11 TO 17 MILS DFT.</p>
2	<p>SPECIAL FSI STEEL ST (A-36) FORMED SUCTION INTAKE FOR 32" PUMP TUBE 51 11/16" W X 65 3/8" LG X 18 5/8" H MADE OUT OF 3/8" PLATE REINFORCED WITH 4" X 4" X 1/2" ANGLES, 1" THICK TOP FLANGE WITH 1 1/8" DIA. HOLES TO BE BOLTED TO PUMP TUBE. THIS INTAKE WILL ALSO INCLUDED SUPPORT LEGS MADE OUT OF 4" X 4" X 1/2" ANGLES WITH BASE PLATES AS WELL AS HARDWARE TO CONNECT TO TUBE INCLUDING 1/4" NEOPREME GASKET AND SS304 BOLTS/NUTS. FSI DIMENSIONS AS PER FLYGT DWG 14-682855. APPROXIMATE WEIGHT: 1945 LBS Finish: Sandblast steel to an SSPC SP-10 OR NACE #2 (near-white blast) ID and OD. ALL SURFACES ID AND OD. COATING: AMERLOCK II WHITE/GRAY FOR A TOTAL SYSTEM OF 11 TO 17 MILS DFT.</p>
2	SS304 wall bracket for 32" pump tube
2	CABLE ENTRY UNIT
4	GRIP,CABLE SS 37-49MM
2	GRIP,CABLE SS 25-36MM



Qty	Description
2	HOLDER,CABLE 304
2	PIPE,SQUARE 304 L=860MM
6	EYE,LIFTING UNIT
2	WIRE UNIT
4	PIPE UNIT
2	EYE,LIFTING UNIT

Services

Qty	Description
3	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000
1	TEST FAL 2.2 PLOTTED 3045-3127 FAL 15-900006

Electrical

Qty	Description
2	BASE UNIT/PANEL ASSEMBLY MAS
2	TRANSFORMER,CURRENT 400:1
1	MINI-CASII/FUS 120/24VAC,24VDC
1	SOCKET,11 PIN OCTAL DIN MOUNT 12/02

Freight

Qty	Description
1	SHIPPING AND HANDLING-NO TAX

Total Project Price \$ 290,742.61

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

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Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.



Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of Delivery: PP/Add Order Position

Time of delivery: Approx. 16-20 working weeks after receipt of order.

Terms of Payment: 90% N60 after invoice date; 10% NTE 120 after initial invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature:  Company/Utility: Village of Lombard

Name: Keith Giagnorio Address: 255 E. Wilson
(PLEASE PRINT)

Email: _____ Lombard, IL 60148

Date: February 16, 2017 Phone _____

PO#: _____ Fax: _____

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xylem.com
Fax: 708-342-0491



Xylem Water Solutions U.S.A., Inc.

UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS

WHEREAS: the undersigned, constituting all of the members of the Board of Directors of Xylem Water Solutions, U.S.A., Inc., a Delaware corporation formed pursuant to the laws of the State of Delaware (the "Corporation"), do hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the resolutions set forth below, with the same effect as if said actions were taken by unanimous approving vote at a meeting at which all of the Directors were present in person:

RESOLVED: That the acts and contracts of the current and past officers of the Corporation are hereby adopted, ratified and approved.

RESOLVED FURTHER: That the following named persons are appointed as officers of the Corporation in the capacities indicated opposite their respective names, to serve as officers from this date forward until their resignation, removal or death or until their successors are duly appointed.


<u>Individuals</u>	<u>Office</u>
Ron Askth	President
Matthew Fisher	Vice President, Treasurer
Jana Dobson	Vice President, Secretary & General Counsel
Keshi Ritchey	Vice President, Assistant Secretary
Linda Lynch	Vice President, Assistant Treasurer
Sonja Hollies	Vice President, Assistant Treasurer
Theresa Gladstein	Vice President, Assistant Treasurer
Robert Lyons	Vice President
Jim Rajjithull	Vice President
Jim Peterson	Vice President
Patrick Ripka	Vice President
Marda Kornhaber	Vice President
Greg Claffey	Vice President
Joe Vesoy	Vice President

RESOLVED: That any previous appointments of officers for the Company are hereby revoked.

RESOLVED FURTHER: That this Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document, and that the different directors of the Company need not be signatories to the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of June 30, 2016.


Ron Askth


Matthew Fisher


Jana Dobson