

## VILLAGE OF LOMBARD

### Contract for Purchase of a Backup Generator for The North Broadway Interim Pumping Station

This agreement is made this 16<sup>th</sup> 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 Cummins NPower LLC 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:

Backup Generator - One (1) 500kW diesel driven generator in an amount not to exceed  
\$99,827.00

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 Dated April 7, 2016
  - 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 \$99,827.00 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 16<sup>th</sup> 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 14 day of March, 2017.

Individual or Partnership \_\_\_\_\_ Corporation

NO P.A. VP- Engine Business  
By \_\_\_\_\_ Position/Title

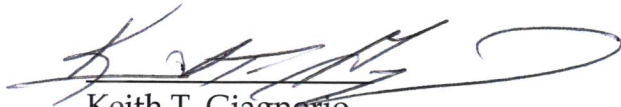
By \_\_\_\_\_ Position/Title

Commis Inc.  
Print Company Name

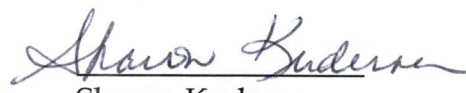


THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16<sup>th</sup> day of February 2017.

  
Keith T. Giagnorio  
Village President

Attest:

  
Sharon Kuderna  
Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

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

I am the VP Engine Business for Cummins,  
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the North Braodway 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

All employee Drivers

(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: MP.R  
Authorized Agent of Contractor

Subscribed and sworn to before me this 7<sup>th</sup> day of March, 2017.

Notary Public Donna J Downs





**Bill of Materials**

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	<u>Description</u>	<u>Qty</u>
<b>500DFEK</b>	<p><b>Diesel Genset: 60Hz-500 kW</b>                      U.S. EPA, Stationary Emergency Application                      Genset-Diesel, 60Hz, 500kW-Standby Rating                      Duty Rating-Standby Power                      Listing-UL 2200                      Emissions Certification, EPA, Tier 2, NSPS CI Stationary Emergency                      Enclosure-Steel, SndAtt, Level 2, Base Mtd, w/ExhSys                      Fuel Tank-Subbase, 660 Gallon, UL142 Compliant                      Voltage-277/480, 3 Phase, Wye, 4 Wire                      Alternator-60 Hz, 12 Lead, Extended Range, 125C                      Generator Set Control-PowerCommand 2.3                      Display Language-English                      Meters-AC Output, Analog                      Display-Control, LCD                      Relays-Genset Status, User Configured                      Stop Switch-Emergency, Externally Mounted                      Relay - Alarm Shutdown                      Control Mounting-Left Facing                      CB or EB or TB-Right Only                      Circuit Breaker-800A, Right CB on Right side, 3-Pole, UL 600, IEC 690 100%                      CB or EB or TB-Bottom Entry, Right                      Enclosure Color-Green, Steel Enclosure                      Listing, ULC-S601-07                      Separator-Fuel/Water                      Engine Cooling-Radiator, 40C Ambient                      Shutdown-Low Coolant Level                      Coolant Heater-208/240/480V, Below 40F Ambient Temp                      Engine Air Cleaner-Normal Duty                      Test Record-Strip Chart                      Test Record-Certified                      Genset Warranty- Base                      Literature-English                      Packing-Base Mtd Housing                      Common Parts Listing                      Product Revision - N                      Annunciator - (RS485)                      Battery Charger. 10amp-120/208/240Vac (60Hz)                      Freight                      4 Hour Load Bank Test                      Start Up &amp; Batteries</p>	<p><b>1</b></p>
<b>OTEC800</b>	<p><b>Transfer Switch-Electronic Control:800A</b>                      Transfer Switch-Electronic Control, 800 Amp</p>	<p><b>1</b></p>

Project Name: Lombard North Broadway

Date: April 7, 2016



**Description**  
Poles-3  
Listing-UL 1008/CSA Certification  
Frequency-60 Hertz  
System-3 Phase,3 Wire Or 4 Wire  
Voltage-480 Vac  
Construction - Open  
Genset Starting Battery-24VDC  
Clock-Exercise, External  
Transfer Switch Warranty - 1 Yr Comprehensive  
Common Parts Listing  
Product Revision - A

**Qty**

### Pricing

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**Price for equipment as described above: \$99,827.00**

#### Comments:

No job specifications and/or plans have been received/reviewed by Cummins NPower on this project. Our quotation is based on the information as defined by our Customer.

### Quotation Terms & Conditions

#### Commercial Products

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Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Delivery is expected to be \_\_\_\_ days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

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Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANIES SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

Submitted by:  
(signature)

Handwritten signature of Tim O'Connell in black ink, written over a horizontal line.

Tim O'Connell  
Sales Manager - Commercial  
708-482-2882

Accepted by:  
(signature)

Handwritten signature of Keith Giagnorio in black ink, written over a horizontal line.

Name: Keith Giagnorio

Company: Village of Lombard

Purchase Order #: \_\_\_\_\_