

VILLAGE OF LOMBARD

Contract for Purchase of Pumping Equipment for Charles Lane Storm Station

This agreement is made this 23rd day of January 2020, 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 \$41,630.20

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 #2020-CHI0011
 - 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 \$41,630.20 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 23rd day of January 2020.

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 28 day of January, 2020.

Individual or Partnership _____ Corporation X

By [Signature] Service Center Manager
Position/Title

By _____ Position/Title

Xylem Water Solutions
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23rd day of January 2020.

[Signature]
Keith T. Giagnorio
Village President

Attest:

[Signature]
Sharon Kuderna
Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

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

I am the Service Center Manager for Xylem Water Solutions
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the Charles Lane Storm Station Pumping Equipment 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 28th day of January, 2020:

Notary Public [Signature]





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

January 6, 2020

VILLAGE OF LOMBARD
255 E WILSON
LOMBARD IL 60148

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2020-CHI-0011

Re: Lombard - Charles Lane - Spare 3202 Pump & Mix Flush Valve

Attn: Lukas Sharp

Hello Luke,

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

This pump is offered as a spare pump for your Charles Lane station, using the following design duty point and info:

4500GPM at 15 TDH

Pump is offered with 50' cable. (existing pumps equipped with 40')
12" discharge
460V 60Hz

The existing pumps (Model CP 3201.180-6218) were offered with C impeller, but we are now offering with hard-iron N Impeller.

The existing pumps have a 30HP motor.

The quoted spare pump now comes equipped with a 35HP motor.

This motor is oversized for the operation and has 42 FLA (vs 41 FLA on previous) so no incoming power changes required.

This is an updated offering of quote 2019-CHI-0105, updated for 2020 pricing, and in the following ways:

Previous pumps were NOT explosion proof, but pump quoted below IS **explosion proof**.

At your request, I have added a line item for a **spare mix flush valve**.

I have not included miniCAS, cable grip, or start-up. Please advise if any is needed.

Spare Pump (FM)

Qty	Part Number	Description
1	3202.095-0138	Flygt Model NP-3202.095 12" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 35 HP 1150 RPM motor, 619 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Spare Pump (FM) Price USD

\$ 36,980.52

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Mix Flush Valve

Qty	Part Number	Description
1	556 51 01	VALVE,FLUSH

Mix Flush Valve Price USD \$ 3,133.68

Total Project Price \$ 40,114.20

Freight Charge \$ 1,516.00

Total Project Price \$ 41,630.20

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.

Validity: This Quote is valid for sixty (60) days.

Time of Delivery: At time of quotation, Approx. 8-10 working weeks after receipt of order. Delivery subject to change. Check for current delivery at time of order.

Terms of Payment: 100% N60 after 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.

Terms of Delivery: PP/Add Order Position

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

Sincerely,

Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xyleminc.com



Customer Acceptance

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.

A signed copy of this Quote is acceptable as a binding contract.

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

Quote #: 2020-CHI-0011
Customer Name: VILLAGE OF LOMBARD
Job Name: Spare 3202 Pump & Mix Flush Valve
Total Amount: \$ 40,114.20
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____

