



VILLAGE OF LOMBARD

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

This agreement is made this 21st day of April, 2016, 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 21st day of April, 2016.

Lead time is currently 9-9 weeks after release
TRD 5/3/16

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 3 day of May, 2016.

Individual or Partnership _____ Corporation ☒

Tim A. O'Connell Sales Manager
By Position/Title

By Position/Title

Cummins IPower, LLC
Print Company Name



THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of April, 2016.

Keith T. Giagnorio
Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
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 NPower,
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for Control Panel for North Broadway Interim Pump 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: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 3rd
day of May, 2016.
Donna J. Downs
Notary Public

