

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER SAN-11-03B

This agreement is made this 5th day of April, 2012 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 to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

The supply and delivery of an 85 KW natural gas generator and spare parts to the Village of Lombard, as further described within the Contract Document for the Purchase of a Back-up Generator for the Finley Road Station.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document no. SAN-11-03B for the Purchase of a Back-up Generator for the Finley Road Station, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No.SAN-11-03B
 - iv) General Terms, Conditions
 - v) Specific Terms, Conditions and Instructions
 - vi) Proposal Form
 - vii) Specification Deviation Form
 - b. The Contractor's Proposal Dated March 23, 2012
 - c. Required Certificate of Insurance
 - d. Addendum #1 dated March 22, 2012
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$32,609.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 49 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. The Contractor will warranty the supplied equipment for two (2) years from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 5th day of April, 2012.

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 27 day of March, 2012

Individual or Partnership _____ Corporation X (LLC)

Jeff Baelsen VP Finance/CFO
By _____ Position/Title

By _____ Position/Title

Cummins NPower LLC
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ~~5th~~^{12th} day of April 2012.

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk