

## VILLAGE OF LOMBARD

### Contract for Purchase of a Backup Generator for the Civic Center Reservoir Facility

This agreement is made this 19<sup>th</sup> day of June, 2014, 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) 450 kW diesel generator including spare parts, delivery and training, in an amount not to exceed \$84,485.00

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 Proposal Dated June 9<sup>th</sup>, 2014
  - 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 \$84,485.00 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 ten (10) weeks from the date the Village approves the submittals. Time is of the essence for 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 19<sup>th</sup> day of June, 2014.

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 July, 2014 .

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

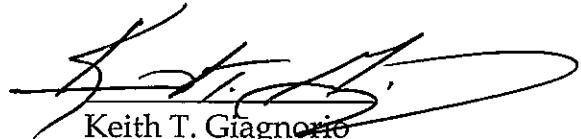
Jeff Boelsen VP Finance / CFO  
By \_\_\_\_\_ Position/Title

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

Cummins NPower LLC  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19<sup>th</sup> day of June, 2014.

  
Keith T. Giagnorio  
Village President

Attest: Sharon Kuderna  
Sharon Kuderna  
Village Clerk

VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION

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

I am the VP Finance / CFO for Cummins NPower LLC  
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the Civic Center Reservoir Facility Water Booster 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: Jeff Boelsen  
Authorized Agent of Contractor

Subscribed and sworn to before me this 14 day of July, 2014.

Notary Public

*[Signature]*

