

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER: SAN 11-03

This agreement is made this 1st day of September, 2011, 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:

Delivery of three back-up generators, spare parts, training and support during installation and start-up.

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-11-03 for Purchase of Control Cabinets, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Proposal Submittal Instructions
 - iv) General Terms, Conditions
 - v) Specific Terms, Conditions and Instructions
 - vi) Proposal Form
 - vii) Specification Deviation Form
 - b. The Contractor's Proposal Dated August 22, 2011
 - c. Required Certificate of Insurance and Certifications
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 \$99,138.00 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 calendars days for the Elizabeth/ Morris generator and 63 calendar days for the Olde Towne and Cambria generators from the date of the Notice to Proceed/Award. 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 one (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 1st day of September, 2011.

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 1st day of September, 2011.

Individual or Partnership _____ Corporation X

J. R. [Signature]
By

PRESIDENT
Position/Title

By

Position/Title

Cummins NPower LLC
Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1st day of September, 2011.

Attest:

[Signature]
William J. Mueller
Village President

[Signature]
Brigitte O'Brien
Village Clerk

CONTRACTOR'S CERTIFICATION:

Contract Execution

Cummins NPower LLC, having submitted a bid on a contract
(Name of Contractor)

for 2-125kw Gensets 1-20kw Genset 3-ATS's
General description of item(s)

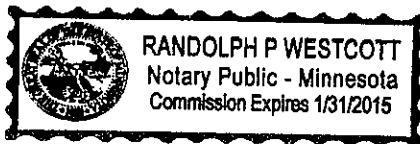
to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the
aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the
Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the
same or similar elements.

By: [Signature]

Authorized Agent of Contractor

Subscribed and sworn to before me
this 29 day of August, 2011.

[Signature]
Notary Public



CONTRACTOR'S CERTIFICATION:

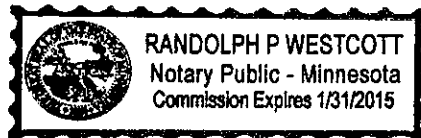
Sexual Harassment Policy

Cummins Power LLC, having submitted a bid/proposal for
3-Generators & 3-ATS's, to the Village of Lombard, hereby certifies that said contractor
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me
this 29 day of August, 2011.

[Signature]
Notary Public



CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

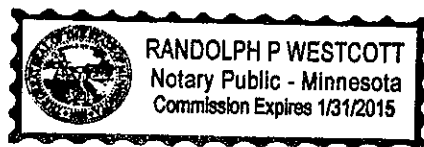
Cummins Power LLC having submitted a bid/proposal for
3-Generators + 3-ATS's, to the Village of Lombard, hereby certifies that said contractor
is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it
is:

- 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.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me
this 29 day of August, 2011.

[Signature]
Notary Public



CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

Cummins NPower LLC hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing,
49 CFR 382 et.seq., and that all cdl 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.

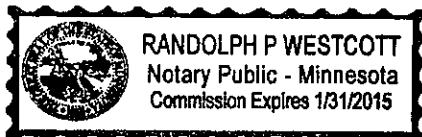
Cummins NPower LLC
[Company Name]

By: [Signature]

Its: President

Subscribed and sworn to before me
this 29 day of August, 2011.

[Signature]
Notary Public



ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Please see certificate of insurance attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Artex Risk Solutions, Inc. Two Pierce Place Itasca, IL 60143-3141 Sharon Size	1-630-285-3641	CONTACT NAME: Maria Prost PHONE (A/C, No. Ext): E-MAIL ADDRESS: maria_prost@artextrisk.com FAX (A/C, No): 630-285-4199
INSURED Cummins NPower LLC P O Box 64578 St. Paul, MN 55164-0578		INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMERICAN INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22866642

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Broad Form Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			GLO 373102507	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP 373102407	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Phy. Damage \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMB6547546	06/01/11	06/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 373102308	06/01/11	06/01/12	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Insurance			PRA 373880508	06/01/11	06/01/12	Business Income 25,713,000 Blanket Building 26,184,880 Blanket PP 35,635,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Diesel Engine sales and service. The Village of Lombard is added as an additional insured for work performed if required by written contract executed prior to loss.

IFB : contract document number : SAN 11-03

CERTIFICATE HOLDER

Village of Lombard

255 E. Wilson Ave.

Lombard, IL 60148

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
SSTEEN
22866642

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**Additional Insured – Automatic Owners, Lessees Or
Contractors**



Policy No.	Exp. Date of Pol	Eff. Date of End	Agency No	Addl. Prem	Return Prem.
GLO 3731025-07	06/01/12	06/01/11	Artex Risk	\$0.00	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Cummins NPower LLC

Address (including ZIP Code):

**This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a That is not provided to you in this policy; or
 - b That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a The Limits of Insurance provided to you in this policy; or
 - b The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspections, architectural or engineering activities.

- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

- F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to the identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.