

VILLAGE OF LOMBARD

SEP - 6 2012

Contract for Water & Sewer Pump Station Generators

This agreement is made this 6th day of September, 2012, 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:

Water & Sewer Pump Station Generators - Two (2) 20kW Natural Gas Generator and one (1) 20 kW diesel generator in an amount not to exceed \$60,429.00

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 August 3, 2012 North Avenue Water Station
 - b. The Contractor's Proposal Dated August 3, 2012 LAW Lift Station Rev A
 - c. The Contractor's Proposal Dated August 29, 2012 Sunset Knolls Lift Station Rev A
 - d. Exhibit "A": 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 \$60,429.00 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. Contractor agrees to perform the terms of this Contract by November 15, 2012 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 6th day of September, 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 5 day of September, 2012

Individual or Partnership _____ Corporation X

By Jeff Boelsen VP Finance / CFO
Position/Title

By _____ Position/Title

Cummins NPaver LLC
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of September, 2012.

Attest:

David A. Hulseberg
David A. Hulseberg
Village Manager*
Brigitte O'Brien
Brigitte O'Brien
Village Clerk

* Pursuant to the Authority Granted by the Village Board at the September 6, 2012 Village Board Meeting

CONTRACT FOR WATER & SEWER PUMP STATION GENERATORS
EXHIBIT "A"

INSURANCE

(A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:

1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
5. Umbrella Coverage - \$2,000,000.00

(B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010—1985 version)), providing coverage for ongoing and completed operations. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

(C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

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8/29/12 |

CONTRACT FOR WATER & SEWER PUMP STATION GENERATORS
EXHIBIT "A" (CON'T)

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

OTHER CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.