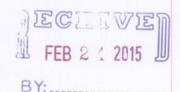
Legistar # 150060

## VILLAGE OF LOMBARD



Contract for SCADA System Radio Upgrades

This agreement is made this 19th day of February, 2015, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Energeness, Inc.) 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:

SCADA System Radio Upgrades in an amount not to exceed \$32,000.00

- This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - The Contractor's Proposal dated October 7, 2014
  - Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
- 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 \$32,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
- 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 set forth in their quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 19th day of February, 2015.

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 24 day of February 2015

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

PRESIDENT

By TARED I FEIDER PRESIDENT Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of February, 2015.

Keith T. Giagnorio Village President

Attest:

Sharon Kuderna Village Clerk

## VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

JARE.	DJ. FEIDER, having been first duly sworn, depose and states as
follows:	
I am the _	Officer or Owner of Company)  PRESIDENT  (Title)  for ENERGENECS, TNC.  (Name of Company)
(the "Con	tractor"), which has submitted a proposal for SCADA System Radio Upgrades
to the Vil	lage of Lombard and, having personal knowledge of the matters certified to
horoin a	nd being authorized by the Contractor to make the certifications set forth
harain ha	ereby certifies that said Contractor:
nerem, ne	has a written sexual harassment policy in place, in full compliance with 775
1.	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 and a daire
	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.
	A. /
	By:
	Authorized Agent of Contractor
Subscrib	ed and sworn to
hafora m	e this 25 the
	chrusry, 2015.
uay of Z	estating, 2010.
Notary I	public Lilia of Maga 1000 000
Indiary I	Jula V. BLI S
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**   *** ***	wp\Projects\2015\2015 Micrologix 1400 & Radio Upgrade\BOT Memo Energenecs Radio Upgrade 2015.doc
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2015

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).

certificate holder in lieu of such	endorsement(s).	CONTACT	
PRODUCER Ansay & Associates, LLC. PW		(A/C, No, EXI):202-204-111	No):262-377-3784
101 East Grand Ave. Suite #11 Port Washington WI 53074		E-MAIL ADDRESS:info@ansay.com INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Cincinnati Casualty Company	28665
INSURED	ENERINC-01	INSURER B : New Hampshire Ins Co	
Energenecs Inc.		INSURER C:	
W59 N249 Cardinal Avenue		INSURER D:	
Cedarburg WI 53012		INSURER E :	
		INSURER F:	

**REVISION NUMBER:** CERTIFICATE NUMBER: 1579916031 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD COVERAGES

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.

ISR	EXCLUSIONS AND CONDITIONS OF SUCH		1	ADDL SUBR			POLICY EXP (MM/DD/YYYY)				
LTR A	TYPE OF INSURANCE GENERAL LIABILITY				INSR WVD	EPP0294823	12/5/2014	12/5/2015	DAMACE TO DENITED	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY			ILITY					PREMISES (Ea occurrence)	\$100,000	
		CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000	-	
									PERSONAL & ADV INJURY	\$1,000,000	
		-							GENERAL AGGREGATE	\$2,000,000	
	-	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000,000	
	GEI	PRO-	APPLIES							\$	_
	ALI	AUTOMOBILE LIABILITY			-	EPP0294823	12/5/2014	12/5/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	AU					2.7.020.020			BODILY INJURY (Per person)	\$	
	X	ANY AUTO ALL OWNED SCHEDULED		DULED					BODILY INJURY (Per accident)	\$	
		AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	\$		
	X	HIRED AUTOS A AUTOS								\$	
	X	Hired Phys D	V			EPP0294823	12/5/2014	12/5/2015	EACH OCCURRENCE	\$6,000,000	
	X	UMBRELLA LIAB		CCUR		Li i ozo iozo			AGGREGATE	\$6,000,000	
	-	EXCESS LIAB		LAIMS-MADE					Personal Injury	\$6,000,000	
A	WC	DED X RETENT				WC1936233	12/5/2014	12/5/2015	X WC STATU- TORY LIMITS OTH- ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	\$100,000		
				N	N/A	A			E.L. DISEASE - EA EMPLOYEE	\$100,000	
									E.L. DISEASE - POLICY LIMIT	\$500,000	
DESCRIPTION OF OPERATIONS below  Inland Marine Professional Liability			EPP0294823 2346540-09	12/5/2014 6/25/2014	12/5/2015 6/25/2015	Installation Floater Professional Limit	100,000 3,000,000				

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

CERTIFICATE HOLDER	CANCELLATION
Village of Lombard 255 East Wilson	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lombard IL 60148	Cynthia M. Coule