


VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott Neihaus, Village Manager

DATE : September 2, 2025 Agenda Date September 18, 2025

TITLE : Waiver of Bids - Cummins NPower
Main Street Booster Station Generator Purchase

SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

RESULTS:

Date Bids Were Published _____ Bidding Closed _____

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes _____ No

Performance Bond Required _____ Yes _____ No

Were Any Bids Withdrawn _____ Yes _____ No

Explanation:

Waiver of Bids Requested? _____ X _____ Yes _____ No

If yes, explain: Purchase is directly from manufacturer.

Award Recommended to Lowest _____ Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Budget Estimate \$250,000 Amount of Award \$83,635.00
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 22 01

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Cummins NPower for the purchase of one (1) generator, one for the Main Street Booster Station.

Has Recommended Bidder Worked for Village Previously X Yes _____ No

If yes, was quality of work acceptable X Yes _____ No

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.

MEMORANDUM



To: Scott Niehaus, Village Manager
From: Brian Jack, Utilities Superintendent
Through: Carl Goldsmith, Director of Public Works
Date: September 2, 2025
Subject: Waiver of Bids – Cummins NPower
Main Street Booster Station Generator

Background

The Department of Public Works recommends the installation of a permanent on-site generator at the Main Street Water Booster Station, located at 1301 S. Main Street, Lombard, Illinois. Historically, this facility has relied on a portable generator during power outages. However, following the 2025 inspection by the Illinois Environmental Protection Agency (IEPA), the Village was informed that future compliance will require either a permanently installed generator or a dedicated mobile generator stored on-site at all water facilities. To meet this requirement and enhance operational reliability, the proposed generator will be installed at the rear of the building for ease of access and maintenance. It will serve as the backup power source in the event of an electrical outage.

The Village has standardized on Cummins generators since 2001, utilizing them across various water, sewer, and stormwater infrastructure projects. The Cummins units have demonstrated reliable performance, and the manufacturer has provided consistent support. Fleet Services personnel have received specialized training in Cummins equipment maintenance, which promotes operational efficiency and reduces long-term service costs. To ensure fiscal responsibility, staff solicited quotes from two vendors:

Interstate Energy Systems Carol Stream Il.	Gillette generator Brand for \$86,147.00
Cummins NPower Hodgkins, Il.	Cummins Brand Generator for \$83,635.00

Installation services will be procured separately. By purchasing the generator directly, the Village avoids contractor markup and realizes an estimated savings of approximately 15%, or \$13,000. Delivery coordination will be managed by Village staff in collaboration with the engineering consultant. Funding for this purchase is available in the Water & Sewer Capital Reserve Fund:
Account: 520.790.715.75420 Project Code: WA 22 01.

Recommendation

Staff respectfully requests approval to waive the formal bidding process and award a contract to Cummins NPower of Hodgkins, IL, in an amount not to exceed \$83,635.00 for the purchase of a Cummins 200 kW natural gas-powered generator. Pending Board approval at the September 18, 2025 meeting.

VILLAGE OF LOMBARD

Contract for Purchase of Backup Generators for the Main Street Booster Water Station

This agreement is made this 18th day of Sept, 2025 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 Generators

One (1) 200kW natural gas driven generator in an amount not to exceed \$83,635.00

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 Quote Dated August 5, 2025
 - 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 \$83,635.00 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 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 18th day of September 2025.

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 ___ day of _____, 2025 .

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of September 2025.

Anthony Puccio
Village President

Attest:

Ranya Elkhatib
Village Clerk

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

I am the _____ for _____,
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the Main Street Booster Water Station Generator 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

(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: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2025.

Notary Public



August 5, 2025

Prepared by

Paul Hoogervorst
Senior Sales Executive - PG
ho930@cummins.com

Project: Lombard Main Street Booster Water Station

Sourcewell Contract No. 092222-CMM

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C200N6B, 200kW, 60Hz, Standby, Natural Gas Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Analog Meters - AC Output Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Circuit Breaker or Entrance Box - Bottom Entry, Right Side Engine Governor - Electronic, Isochronous Single Gas Fuel - NG Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient	1



Project: Lombard Main Street Booster Water Station

Sourcewell Contract No. 092222-CMM

	Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Test - Varied Load, 1 Hour, 2 Step Production Test Record - Safety Shutdowns Cummins Certified Test Record Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Enclosure Kit-Sound Level 2 Duct	1
2	Flatbed Freight to Jobsite - Offloading by Others	1
3	Fuel Strainer-Gaseous, 2"NPT Inlet/Outlet	1
4	Regulator-Natural Gas, 1 1/4"NPT Inlet/Outlet, 7750CFH, 25PSI	1
5	OTECC, OTEC Transfer Switch-Electronic Control: 300A/400A/600A Integral Control Power Supply Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
6	Cummins Site Startup and Batteries	1
7	Cummins 2 Hour Site Load Bank Testing	1
8	Annunciator-Panel Mounted With Enclosure (RS485)	1

TOTAL: \$83,635.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.



Project: Lombard Main Street Booster Water Station

Sourcewell Contract No. 092222-CMM

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

NOTES:

This purchase order is issued pursuant to Sourcewell Contract No. 092222-CMM, including Amendment #1 dated August 5, 2025, which incorporates a limitation of liability clause. By issuing a PO, the Participating Entity agrees to be bound by the terms of the Sourcewell Master Agreement and its amendments."

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.



Project: Lombard Main Street Booster Water Station

Sourcewell Contract No. 092222-CMM

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Paul Hoogervorst

Paul Hoogervorst
Senior Sales Executive - PG
ho930@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



Project: Lombard Main Street Booster Water Station

Sourcewell Contract No. 092222-CMM

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

INTERSTATE

Energy Systems

August 20, 2025

Project Name: Lombard Main Street Gen set

Specification: Drawing set dated 04-09-2025
26 32 13 – Engine Generators
26 36 00 – Transfer Switches

Compliance with any other written specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.

Quotation: 08195V

The following mtu quotation is presented by Interstate Energy Systems located in Carol Stream, Illinois. Interstate Power Systems has been a distributor for power systems since 1957 that includes equipment sales, parts and a dedicated team of factory trained power system technicians.

We are pleased to quote the following new generator set and associated equipment:

- One (1) 200kW Gillette Natural Gas Fuel gen set 480/277 VAC, emergency standby rated – Sound Attenuated Enclosure
- (1) 400 amp ATS, 480/277 VAC, 3-pole, 4-wire, nema 1.
- Start-up and Testing Services
- Delivery to jobsite

Pricing will be found on the following pages as well as a detailed list of equipment and services to be included in this quote. Should you have any questions please feel free to contact me. I would also like to meet with you at your convenience to go over this quotation. The unit is "Made in America".

David Verner
Sales Account Manager
Interstate Power Systems
630.917.7064

david.verner@istate.com

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INTERSTATE

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QUOTATION

MODEL:	One (1) Gillette 200kw Natural Gas Fuel Engine Generator Set												
OUTPUT:	Standby Rated @ rated power factor: 200 kW, 250 kVA, 300 Amps												
LOAD FACTOR:	85%												
RATINGS:	Emergency Standby Duty, UL 2200, NFPA 110, EPA Certified												
VOLTAGE:	480/277VAC, 3-Phase, 4-Wire, @ .8 Power Factor												
ENGINE:	PSI, Natural Gas, 1800 RPM EPA Certified Secondary Regulator (7-11" water column) Primary Regulator by others Electronic Isochronous Governor Heavy Duty Air Cleaner and Oil Filter Vibration Isolators												
ALTERNATOR:	2/3 Pitch, 130°C Temperature Rise, Digital Voltage Regulator												
COOLING SYSTEM:	Unit Mounted Radiator, 50°C/122°F												
CONTROL PANEL:	Digital Control Panel with Microprocessor based controls and the following accessories: <table><tr><td>NFPA 110, Level 1</td><td>Keypad Operation</td></tr><tr><td>Digital AC Meters</td><td>Voltage Adjusting</td></tr><tr><td>Digital Engine Gauges</td><td>Three-Position Selector Switch</td></tr><tr><td>Running Time Meter</td><td>Cycle Crank</td></tr><tr><td>Pre-alarm Sender Kit</td><td>4 Relay Board</td></tr></table>			NFPA 110, Level 1	Keypad Operation	Digital AC Meters	Voltage Adjusting	Digital Engine Gauges	Three-Position Selector Switch	Running Time Meter	Cycle Crank	Pre-alarm Sender Kit	4 Relay Board
NFPA 110, Level 1	Keypad Operation												
Digital AC Meters	Voltage Adjusting												
Digital Engine Gauges	Three-Position Selector Switch												
Running Time Meter	Cycle Crank												
Pre-alarm Sender Kit	4 Relay Board												
CIRCUIT BREAKERS:	One (1) 400 Amp, mounted/wired in NEMA 1 enclosure with standard lugs												
BATTERIES:	Heavy Duty Lead Acid Batteries with Rack and Cables												
BATTERY CHARGER:	24 Volt, 10 Amp, dual rate with alarms.												
BLOCK HEATER:	2500-Watts with Isolation Valves, Mounted/wired (208V single-phase)												
ENCLOSURE:	Weather Protective Sound L3 Enclosure, sound rating 75 dba at 23 feet. Thermal insulation, Stainless Steel Hardware, All latches stainless steel pad locking, Bolted construction, Plated hardware throughout, Galvanized angle mounting frame, Two coats standard enamel finish. Interior Mounted Critical Grade Muffler.												
ATS:	One (1) 400 Amp, 480/277VAC, 3-pole, 4-wire, Open Transition, NEMA 1, program engine exerciser.												

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WARRANTY:

Two Year/3000-Hour Factory Warranty on genset.

**START-UP &
COMMISSIONING**

- Initial Fill of Lube Oil & Antifreeze
- On-site Factory Authorized Startup & Test Reports
- Factory Certified Test & Reports
- Commissioning Support
- Demonstration and Training
- Two Hour resistive portable load bank test
- O&M Manuals

FREIGHT:

Freight included – offloading not included – to one location only

SHIP LOOSE ITEMS:

- Rain Cap for Exhaust Outlet
- Automatic Transfer Switches

**200 KW GILLETTE BRAND NATURAL FUEL GENERATOR
PACKAGE WITH SOUND ATTENUATED ENCLOSURE, 1-400 AMP
AUTOMATIC TRANSFER SWITCH.**

SELL PRICE ...\$86,147.00

14-16 WEEK LEAD TIME

NOTE: Sales tax, if required, is not included.

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Clarifications and Exceptions

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. One way freight to job site or riggers yard included. Additional freight and/or storage will be billed accordingly.
3. Seller is not quoting unit installation and all extended piping and wiring beyond the genset system provided by others.
4. Fuel and fuel permits by others, fuel can be added at the time of startup at the current market rate.
5. Offloading of all equipment by others, offloading can be requested for additional cost at time of release.
6. Startup and testing performed after verified installation and termination of all main line conduits, control wiring and any communications interface the customer has requested. Please fill out startup request for found in the O&M shipped with the unit. Startup and testing will be performed per the bid documents or as per requested by the customer.
7. Unit training will be performed the same day as startup if feasible. If not it can be rescheduled at the owners discretion. Three days' notice required for request. Video tape sessions can be performed upon request at a slight charge.
8. Onsite testing and resistive load banking as per technical specifications, NETA testing, infrared testing, by others.
9. Sales tax and other fees or permits not included.
10. Quote is valid for 30 days unless confirmed otherwise.
11. Subject to the Term & Conditions provided herein or available at: <https://www.istate.com/terms-conditions>

Please provide a PO or Signature to proceed with submittals.

PO
Date
Signed

TERMS AND CONDITIONS

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GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing. These terms and conditions, in conjunction with the Invoice, Mechanic's Lien Rider, Abandoned Vehicle Rider, Storage Fee & Lien Rider, Tampered Emissions Policy and Code of Conduct (together, the "Contract Documents") constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc., Istate Truck, Inc., Interstate Assembly Systems, Inc., Interstate Bearing Systems, Inc. or their subsidiaries or operating divisions, ("Interstate"), which shall not be supplemented or amended except by separate written agreement signed by both parties. The Contract Documents are available at: <https://www.istate.com/terms-conditions>

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. **WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.**

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt. I understand that the quoted price does not include State Sales or Excise Taxes or any other tax or governmental fee. I also understand that I must pay YOU the proper amount of any sales or excise tax, tariff charge, surcharge imposed by the Manufacturer, or any other governmental fee(collectively, "Taxes and Charges")which applies to this sale, and this quote may be updated if any such Taxes and Charges are levied after the date of the quote.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO THE ATTACHED SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate Companies, Inc. and its subsidiaries; Interstate Power Systems Inc., IState Truck Inc., Interstate Bearing Systems, Inc. and Interstate Assembly Systems, Inc. terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <https://www.istate.com/terms-conditions> or in hard copy upon request.

Print Name: _____

Date: _____

Title: _____

Signature: _____

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SERVICE WARRANTY: Interstate Companies, Inc. and its Subsidiaries; Interstate Power Systems, Inc., Interstate Bearing Systems, Inc. IState Truck, Inc., and Interstate Assembly Systems, Inc. warrants to the Buyer under the terms of this Warranty that the Services provided are free of defects in workmanship at the time delivered to the Buyer. The limitation period for defect claims is 60 (sixty) days from the date the work is done by Interstate. Interstate's only obligation with respect to such warranty shall be to repair or replace the work done at Interstate's option. For services that have been repaired or replaced, a new warranty shall be provided until the expiration of the original limitation period for defect claims applicable to the services supplied. A reasonable time must be allowed to perform the warranty repair. Repairs will be performed during normal business hours. Mechanic travel expenses for the repairing mechanic to travel to and from the repair site will be covered only if the claim is a warranted claim. Interstate's service warranty does not include claims where: (a) defects that are obvious or identifiable by straightforward inspection are not reported within 3 days of discovery by the Buyer; (b) product requirements related to the services including installation, commissioning, operation, maintenance, servicing, repair, inspection and consumables specifications are not observed and defects/damage occur/occurs as a result; (c) damage/defects is/are caused by parts from third-party sources or work carried out by persons not authorized in writing by Interstate; (d) damage/defects is/are based on natural wear and tear, accidents, incorrect use, handling, storage or corrosion-proofing, incorrect installation or modification of the goods or services supplied outside recommended specifications; (e) the claim results from a defect in a product manufactured by someone other than Interstate (such items may be covered by warranties issued by the manufacturer). All warranties on products, parts and/or materials utilized in or incorporated into any services provided by Interstate shall be only the warranty provided by the applicable manufacturer of such products, parts or materials and such warranties may be and hereby are passed through from Interstate to Buyer. Interstate will advocate on behalf of Buyer with the applicable manufacturer with respect to any pending warranty claims. The final decision on product, parts or materials warranty liability remains with the manufacturer, and Interstate does not provide any independent warranties on products or materials. Interstate is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of any claim, malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the product or equipment ("downtime"), loss of time, inconvenience, cargo loss or damage and other similar costs and expenses. Interstate shall not reimburse defect-related financial losses - in particular such as but not limited to loss of use or loss of profit. The performance of the repairs described in this document is the exclusive Buyer's remedy under this warranty. Interstate does not authorize any person to assume or create for it any other obligation or liability in connection with its workmanship. **THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO INTERSTATE'S WORKMANSHIP OR ANY PRODUCTS, PARTS OR MATERIALS UTILIZED BY INTERSTATE IN PERFORMING THE SERVICES. INTERSTATE POWER SYSTEMS, INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTERSTATE POWER SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.**

GENERAL TERMS AND CONDITIONS

1. Formation of Contract

- 1.1 These terms and conditions, in conjunction with the Invoice, Mechanic's Lien Rider, Abandoned Vehicle Rider, Storage Fee & Lien Rider, Tampered Emissions Policy and Code of Conduct (together, the "Contract Documents") constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc., IState Truck, Inc., Interstate Assembly Systems, Inc., Interstate Bearing Systems, Inc. or their subsidiaries or operating divisions, ("Interstate"), which shall not be supplemented or amended except by separate written agreement signed by both parties. The Contract Documents are available at: <https://www.istate.com/terms-conditions/>
- 1.2 Terms and conditions additional to or varying from these Terms and Conditions shall not be binding on Interstate unless specifically agreed to in writing by Interstate. Interstate's acceptance or acknowledgement of the Customer's purchase orders or shipping instructions shall not constitute such written agreement. If these Terms and Conditions shall be deemed an acceptance of a prior offer by the Customer, such acceptance is expressly conditional on the Customer's assent to any additional or different terms contained herein.

2. Acceptance

- 2.1 No offers, arrangements or orders shall be binding on Interstate unless and until confirmed by Interstate in writing.
- 2.2 Acceptance by the Customer of delivery of all or any part of the products sold hereunder and/or acceptance of the services performed by Interstate shall be an acknowledgement and acceptance by the Customer of these Terms and Conditions, whether or not the Customer shall have first received these Terms and Conditions.

3. Price and Payment

- 3.1 The price shall be as specified on the face of the Invoice provided to the Customer. In addition to the price specified on the face of the Invoice, Customer shall be responsible for any additional taxes, tariffs or other charges related to any federal, state or local governmental action or authority. Interstate may update the Invoice provided to Customer to reflect any such taxes, tariffs or other charges. The Purchaser shall be responsible for remitting to the Seller all applicable amounts related to sales or excise taxes, tariff charges, surcharges imposed by the Manufacturer, or any additional taxes, tariffs, or governmental fees (collectively referred to as "Taxes and Charges") arising from this transaction. Amendments to the invoice may occur in the event that such Taxes and Charges are levied following the issuance of the original invoice.
- 3.2 Prices, quotations, specifications and other terms and all statements appearing in Interstate's sales literature and otherwise made by Interstate are subject to change without notice. Interstate is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
- 3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the Invoice provided to the Customer. All payments hereunder shall be made to Interstate at 1340 Corporate Center Curve, Eagan, MN 55121. Complaints or claims by the Customer shall not impair Interstate's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
- 3.4 If the credit of the Customer shall at any time, in the sole judgement of Interstate, become impaired, Interstate may at, its option, and without incurring any liability therefor, divert or prevent the discharge of product shipments en route to the Customer or cancel any scheduled services and cancel the unfilled portion of the contract, or require the Customer to give such security as Interstate may specify to ensure payment or require payment in advance before making any further shipment or performing any future services. All costs and expenses incurred by Interstate as a result of its exercise of any right or option under this paragraph shall be for the account of the Customer.
- 3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of Interstate, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1 1/4 percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under law.
- 3.6 The Customer shall be in default hereunder if any one or more of the following events occurs: (a) the Customer shall default in fulfilling any of its obligations to Interstate; (b) a receiver, liquidator or trustee of the Customer, or of any of its property, is appointed by court order; (c) the Customer is adjudicated bankrupt or insolvent; (d) any property of the Customer is sequestered by court order; (e) a petition is filed by or against the Customer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Customer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Customer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at Interstate's option, become immediately due and payable and Interstate shall have the right to consider its contract with the Customer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Customer" shall include any corporation controlling, controlled by, or under the common control with Customer.
- 3.7 All costs incurred by Interstate as a result of non-payment or delay in payment by the Customer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by the Customer.

4. ***DISCLAIMER OF WARRANTIES

INTERSTATE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUTURE PERFORMANCE, OR OTHERWISE.***

5. Remedies of Customer

- 5.1 Written notice of any objection, complaint or claim concerning the products or services must be given:

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • GARY, IN

IRON MOUNTAIN, MI • MINNEAPOLIS, MN • BILLINGS, MT • LINCOLN, NE • OMAHA, NE • BISMARCK, ND

FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY

INTERSTATE Energy Systems

- (a) with respect to claims of damage to product(s) which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the product(s) passes to the Customer; (b) with respect to claims that the product(s) does not conform to specifications, within thirty (30) days following the date on which risk of loss with respect to the products passes to the Customer, provided however, that no claim of non-conformity will be honored if the Customer has previously notified Interstate of its acceptance of the product(s) following inspection thereof; (c) with respect to complaints/claims related to services within thirty (30) days of the date of the invoice related to such services.
- 5.2 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Customer of all claims with respect to such products and services and Interstate shall not be liable for any claim arising in connection with the products or services sold to Customer unless Customer complies with Section 5.1.
- 5.3 Interstate will, at its sole discretion, either reimburse the Invoice value to the Customer of product(s) or service found to be defective, or repair or replace free of charge all products or services found to be defective, within thirty (30) days after the date notice was given in accordance with paragraph 5.1 above; provided, however, that such products, or the product on which service work was performed, have not been abused by the Customer or used in conditions for which the products were not intended. The aforesaid right of repair, replacement, or reimbursement shall be the Customer's sole and exclusive remedy in the event of non-conformity or defect in the product(s) or services.
- 5.5 By accepting Interstate's goods or services to which these Terms and Conditions apply, Customer hereby agrees that the statute of limitations for any claim of breach of contract or any other cause of action arising out of or relating to any contract between Customer and Interstate shall be one year, measured from the date of delivery of the products or the date of the invoice related to such services.
6. Passage of Title – Security Interest
- 6.1 Interstate shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the applicable Invoice shall have been paid in full and all covenants and agreements of Interstate herein shall have been performed. Interstate shall have all common law and statutory lien rights available in the state where goods or services are provided and the Customer hereby agrees that if Customer takes possession of the related products without making payment to Interstate and thereafter Interstate regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Interstate, all such lien rights shall be reinstated as if Interstate had always maintained lawful possession of all such equipment.
- 6.2 At the request of Interstate, the Customer shall execute and deliver to Interstate all such financing statement and other instruments and documents as may be requested by Interstate to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Customer.
7. Force Majeure
- 7.1 If because of force majeure Interstate is unable to carry out any of its obligations under this agreement and if Interstate promptly notifies the Customer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of Interstate which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder or prevents the performance of services. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns of or damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, epidemics, pandemics, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.
- 7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of Interstate shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of Interstate remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days' notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.
8. LIABILITY FOR DAMAGES
- 8.1 INTERSTATE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE CUSTOMER, THE SERVICES INTERSTATE PERFORMED, OR BY THE CUSTOMER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. **INTERSTATE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL INTERSTATE'S LIABILITY EXCEED INTERSTATE'S INVOICE VALUE TO THE CUSTOMER OF THE PRODUCT(S) OR SERVICES SOLD REGARDLESS OF THE NATURE OF THE CLAIM OF THE CUSTOMER.**
- 8.2 INTERSTATE'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY INTERSTATE FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES OR FAILURE TO PERFORM SERVICES FOR REASONS OF FORCE MAJEURE, OR FROM INTERSTATE'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
- 8.3 THE CUSTOMER SHALL HOLD INTERSTATE HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.
9. Waiver, Abandonment and Severability of Terms
- 9.1 Waiver by Interstate of any default of the Customer shall not be deemed a waiver of any other default of the Customer. The express provision herein for certain rights and remedies of Interstate shall not be construed to deprive Interstate of any other rights and remedies to which it would otherwise be entitled under applicable law.
- 9.2 Any property of the Customer left on Interstate's premises which remains unclaimed for thirty (30) days shall be deemed abandoned and Interstate shall have the right to dispose of such property in any manner it so chooses.
- 9.3 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.
10. Governing Law – Notice
- 10.1 These Terms and Conditions shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of these Terms and Conditions.
- 10.2 These Terms and Conditions shall be binding upon the Parties and their respective successors and assigns, however, the Customer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Interstate.
- 10.3 The parties hereto submit to the exclusive jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts in connection with any dispute related to their relationship. The parties hereto also agree to service of any complaint by certified mail. To the extent that the Customer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Customer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
- 10.4 Notices or other communications shall be given by facsimile or e-mail, or by registered or certified mail, return receipt requested. Facsimile or e-mail notice shall be deemed received twelve hours after transmission. Mail notice shall be deemed received on the third day after mailing (or on the next business day if the third day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise.

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