

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2021-0768

**Innoprise Contract #:** C22-0003

**Year:** 2022-2023

**Amount:**

**Department:** Public Works

**Contract Type:** Contractor

**Contractors Name:** Petroleum Traders

**Contract Description:** Gasoline and Diesel Fuel



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Petroleum Traders Corporation FOR Gasoline and Diesel Fuel**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 1st day of January, 2022, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Petroleum Traders Corporation (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Gasoline and Diesel Fuel (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:

- The Contractor’s Proposal/Bid No. \_\_\_\_\_, and dated October 6, 2021; and/or
- Village of Orland Park ITB/RFP/Purchase Order No.RFP 21-023.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$ \_\_\_\_\_ (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$, plus \$ contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$ (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For

**\*946098-03-1-16\***

the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
  - invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and

**\*946098-03-2-16\***

review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Contractor's proposal dated October 6, 2021 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
- Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than January 1, 2022 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2023 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the

**\*946098-03-3-16\***

right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of

**\*946098-03-4-16\***

resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope

**\*946098-03-5-16\***

of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;  
(Required for large construction projects; applicable if box is checked)
- (iii)  ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
  - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
  - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v)  Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for

**\*946098-03-6-16\***

pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and

(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- (viii)  Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
  - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
  - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes

**\*946098-03-7-16\***



liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
  - J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
  - K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
  - L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
  - M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
  - N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
  - O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
14. Indemnity:
- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise

**\*946098-03-8-16\***

accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform

**\*946098-03-9-16\***

- this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

**\*946098-03-10-16\***

19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. Prevailing Wage Act Notice [Check box that applies]:  
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.  
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.  
 This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates

**\*946098-03-11-16\***

and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24.  Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
26. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply

**\*946098-03-12-16\***



to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

- 27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
- 28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
- 29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
- 30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
- 31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 33. Termination: The following shall constitute events of default under this Agreement and the related Contract:
  - a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance

**\*946098-03-13-16\***

within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Joel Van Essen  
 Village of Orland Park  
 14700 South Ravinia Avenue  
 Orland Park, Illinois 60462  
 Telephone: 708-403-6104  
 Facsimile: \_\_\_\_\_  
 Email: jvanessen@orlandpark.org

**To the Contractor:**

Name: Gayle Newton  
 Petroleum Traders Corporation  
 P.O. Box 2357  
 Fort Wayne, IN, 46801  
 Telephone: (260) 432-6622  
 Facsimile: \_\_\_\_\_  
 e-mail: gnewton@petroleumtraders.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq.

**\*946098-03-14-16\***

In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties

- 36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Petroleum Traders Corporation

VILLAGE OF ORLAND PARK

By: **E-SIGNED** by Gayle Newton  
on 2021-11-04 15:59:48 GMT

By: **E-SIGNED** by George Koczwar  
on 2021-11-04 16:46:42 GMT

Name: **Gayle Newton**

Name: **George Koczwar**

**\*946098-03-15-16\***



Its **Contract Sales Manager** & Authorized Agent Title: **Village Manager**

EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Contractor's Proposal dated October 6, 2021  
or Village RFP, ITB, and/or Purchase Order No. RFP 21-023 dated October 7, 2021

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**\*946098-03-16-16\***

# Exhibit A

## PROPOSAL SUMMARY SHEET

21-023

Gasoline and Diesel Fuel

Business Name: Petroleum Traders Corporation

Street Address: 7120 Pointe Inverness Way PO Box 2357

City, State, Zip: Fort Wayne, IN 46801-2357

Contact Name: Gayle Newton

Title: Contract Sales Manager

Phone: 888-637-7661 Fax: 260-203-3820

E-Mail address: gnewton@petroleumtraders.com

### PRICE PROPOSAL

Please fill out Unit Price Sheet for price proposal.

### AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gayle Newton

Signature of Authorized Signee: 

Title: Contract Sales Manager Date: 10/6/2021



# ORLAND PARK

## INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing current coverage's

### WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

### GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
**Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and  
CG 20 01 Primary & Non-Contributory**  
Waiver of Subrogation in favor of the Village of Orland Park

### PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

### UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability**

### UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

### BUILDERS RISK

Completed Property Full Replacement Cost Limits -  
Structures under construction

### ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs  
resulting from a pollution incident at, on or mitigating beyond the job site

### CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,  
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 10/6/2021

Gayle Newton  
Signature

Gayle Newton

Printed Name

Contract Sales Manager

Title

Authorized to execute agreements for:  
Petroleum Traders Corporation

Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.*

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

The undersigned Linda Stephens, as Vice President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Petroleum Traders Corporation, certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

**The Proposer is authorized to do business in Illinois: Yes [x] No [ ]**

**Federal Employer I.D.#:** 35-1462227  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Indiana July 3, 1979  
(State of Incorporation) (Date of Incorporation)

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No [ ]**

The Proposer is eligible to enter into public contracts, and 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 the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

**3) SEXUAL HARASSMENT POLICY: Yes [x] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [x] No [ ]**

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:**            Yes [x]    No [ ]

Contractor is current 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.

**6) AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

Linda Stephens  
\_\_\_\_\_  
Name of Authorized Officer

Vice President  
\_\_\_\_\_  
Title

10/6/2021  
\_\_\_\_\_  
Date

## REFERENCES

Provide three (3) references for which your organization has performed similar work.

**Bidder's Name:** Petroleum Traders Corporation  
*(Enter Name of Business Organization)*

1. ORGANIZATION Kane County, IL  
ADDRESS 719 South Batavia Avenue BLDG A, Geneva, IL 60134  
PHONE NUMBER 630-256-3662  
CONTACT PERSON Erik Meraz  
YEAR OF PROJECT Current: 2019-2022
  
2. ORGANIZATION Village of Vernon Hills, IL  
ADDRESS 290 Evergreen Drive Vernon Hills, 60061  
PHONE NUMBER 847-680-2276  
CONTACT PERSON Carissa Hansen  
YEAR OF PROJECT 2021-2023
  
3. ORGANIZATION Village of Gurnee, IL  
ADDRESS 1151 Kilbourne Road Gurnee, IL 60031  
PHONE NUMBER 847-599-6881  
CONTACT PERSON Craig Lambrecht  
YEAR OF PROJECT Jan 2021- Dec 2021





## **PETROLEUM TRADERS CORPORATION**

PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

### **Company Overview**

Petroleum Traders Corporation has been a pure wholesaler of fuels since 1979. We are an experienced supplier of wholesale gasoline, premium, winter blend diesel, heating oil, as well as renewable fuels such as biodiesel and ethanol to government agencies across the country. Our resources include a host of large and small local and nationally recognized carriers to complete fuel deliveries. We have accounts with 90% of large and independent fuel refiners in the United States to better ensure availability of product in the event of difficulties within a region of the country.

Petroleum Traders maintains one of America's largest fuel distribution networks with supply points in 39 states nationwide. As a coast-to-coast pipeline shipper, we can satisfy your supply requirements through either delivery or direct terminal access throughout the continental US. Our supply spans the United States from coast to coast. We use a host of nationally recognized and local common carriers to facilitate delivery. Our supply sources include 90% of the major oil companies and large independent suppliers. Since its inception in 1979, our company has built its strength on a singular purpose: to meet and exceed the expectations of our customers in every aspect possible, including accountable service, quality products and customized pricing programs. Petroleum Traders Corporation is proud to be the largest pure wholesale fuel distributor in the country.

Petroleum Traders is an experienced supplier of wholesale gasoline, diesel fuel, heating oil, as well as renewable fuels such as biodiesel and E85 ethanol to government agencies. Working as either as a contract or spot supplier, we work alongside city, county, state, federal, and township government agencies to provide significant fuel cost savings and assist in budgeting with fuel price management. Petroleum Traders is familiar with and regularly participates in gasoline, diesel, and heating oil Request for Proposals (RFPs) and Invitation for Proposals (IFPs).

With Petroleum Traders, you're not only buying from a price leader, you're also getting the best proactive service in the business. Our prompt, responsive, and proactive customer service offers 24/7 communication to give you the attention you deserve. Emergency service is available as well to make sure you get the fuel you need when you need it the most.

Petroleum Traders Corporation consists of about 137 employees divided into various departments to ensure the satisfaction of our customers. The Contract Sales/Bid Department currently consists of (14) employees ranging in experience from 1 to 27 years. The combined experience of the departments paired with the guidance of our upper management team will ensure accurate and responsible service is provided.

Generally, 24 hours is all that is required to complete a delivery. Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible.

Financials can be provided upon request



## **PETROLEUM TRADERS CORPORATION**

PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

### **Qualifications and Capabilities of the Company**

---

All business is conducted at our Corporate Headquarters located in Fort Wayne, IN.

#### **President- Michael Himes**

July 1979-present

Founded Petroleum Traders Corporation in 1979 leading us to now be the largest pure wholesale fuel distributor in the nation.

#### **Vice President/Controller -Linda Stephens**

March 1982- present

Oversees all aspects of accounting for Petroleum Traders and their customers. Supervises the accounting staff and keeps track of all incoming and outgoing payments.

#### **Contract Sales Manager- Gayle Newton**

December 1993- present

Manages the Contract Sales Department. This department is responsible for researching and maintaining thousands of bids per year throughout the county. At Petroleum Traders Corporation we pride ourselves on our excellent customer service and continue to improve our methods that will ensure our customers level of satisfaction.

#### **Dispatch Manager- Rick Hauschild**

January 1991- present

Responsible to oversee, coordinate, and assist in the scheduling of deliveries of gas and distillates ensuring customer satisfaction in the most efficient, cost effective way possible.

#### **Supply Manager- Mayleen Brinker**

March 1998- present

Performs purchasing of petroleum products and trading of Futures Contracts or Future Options for hedging and inventory purposes. Often handles special assignments and projects for profit analysis. Supervises tasks performed by Supply Specialists and Purchases/Futures Analysts.

#### **Tax Manager- Dawn Wiggins**

April 2000- present

Maintains all current tax information for Petroleum Traders as well as their customers. Continually researching and updating ever changing tax requirements. Keeps all departments informed of all tax information as it becomes available.

## Years of Experience

Petroleum Traders Corporation was established in 1979 and has been a pure wholesaler of fuels for 40 years. We supply fuel to a large number of entities across 45 states including federal agencies, state governments, county governments, local and city governments, school districts, transportation systems, and private companies.

## Qualifications

We are an experienced supplier of wholesale gasoline, premium and winter blend diesel, heating oil, as well as renewable fuels such as biodiesel and ethanol to government agencies and school districts across the country.

Our resources include a host of large and small local and nationally recognized carriers to complete fuel deliveries. We have accounts with 90% of the large and independent fuel refiners in the United States to better ensure availability of product in the event of difficulties within a region of the country.

Petroleum Traders maintains one of America's largest fuel distribution networks with supply points in 39 states nationwide. As a coast-to-coast pipeline shipper, we can satisfy your supply requirements through delivery or direct terminal access throughout the continental US. Our supply spans the United States from coast to coast. We use a host of nationally recognized and local common carriers to facilitate delivery. Our supply sources include 90% of the major oil companies and large independent suppliers. Since its inception in 1979, our company has built its strength on a singular purpose: to meet and exceed the expectations of our customers in every aspect possible, including accountable service, quality products and customized pricing programs. Petroleum Traders Corporation is proud to be the largest pure wholesale fuel distributor in the country.

Working as either as a contract or spot supplier, we work alongside city, county, state, federal, and township government agencies to provide significant fuel cost savings and assist in budgeting with fuel price management. Petroleum Traders is familiar with and regularly participates in gasoline, diesel, and heating oil Request for Proposals (RFPs) and Invitation for Proposals (IFPs).

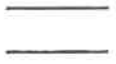
With Petroleum Traders, you're not only buying from a price leader, you're also getting the best proactive service in the business. Our prompt, responsive, and proactive customer service offers 24/7 communication to give you the attention you deserve. Emergency service is available as well to make sure you get the fuel you need when you need it the most.

Petroleum Traders Corporation consists of a staff of 137 employees divided into various departments to ensure the satisfaction of our customers. The Contract Sales/Bid Department currently consists of (16) employees with up to 26 years of experience. The combined experience of the departments paired with the guidance of our upper management team will ensure that accurate and responsible service is provided.

Generally, 24 hours is all that is required to complete a delivery. Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible.

**Certificate of registration**

Please verify that all of the information on your certificate is correct. If you need to make any corrections you must contact us immediately. If all of the information is correct, display your certificate at the location printed on the certificate.



**Illinois Department of Revenue**

IBT no. : 1691-7502

REG-2-A Certificate of Registration

The person or business listed below is authorized to do business in Illinois. This certificate must be visibly displayed at the location listed below:

PETROLEUM TRADERS CORP  
7110 POINTE INVERNESS WAY  
FORT WAYNE IN 46804-7928

**Authorized tax:**

Motor Fuel Tax Licensed as a Blender with a Blender's Permit  
Motor Fuel Tax Licensed as a Distributor  
Motor Fuel Tax Licensed as a Receiver

**License number:**

BDO1048  
D 05555  
R 15555

**Effective:**

09/01/1994  
03/01/1982  
01/01/1990

Issued on the basis of blending.  
Issued for convenience of export only to state(s) of IN MO MI IA WI.  
Issued on the basis of import from the state(s) of IN MO MI IA WI.

**Duplicate**



F-R15629- 000.002

(N-2/02)

This certificate is nontransferable.

*Brian Neman*  
Director of Revenue



Illinois Department of Revenue  
**Receiver License**

This certifies that the person or business indicated below has posted the required bond and is hereby issued a license in accordance with the provisions of the Motor Fuel Tax Law.

This permit must be displayed in plain view at the registrant's place of business.

PETROLEUM TRADERS CORP  
 7110 POINTE INVERNESS WAY  
 FORT WAYNE IN 46804-7928

**AMENDED**



ML-20 (R-2/99)  
 IL-492-2325



15

R -15555

License no.

01-01-1990

Date issued

*Gene Brown*

Director of Revenue



Illinois Department of Revenue  
**Motor Fuel Distributor License**

This certifies that the person or business indicated below has posted the required bond and is hereby issued a license in accordance with the provisions of the Motor Fuel Tax Law.

This permit must be displayed in plain view at the registrant's place of business.

PETROLEUM TRADERS CORP  
 7110 POINTE INVERNESS WAY  
 FORT WAYNE IN 46804-7928

**AMENDED**



ML-20 (R-2/99)  
 IL-492-2325

ISSUED ON BASIS OF BLENDING, IMPORT FROM IN MO MI  
 AND CONVENIENCE OF EXPORT TO IN MO MI



3

D -05555

License no.

03-01-1982

Date issued

*Gene Brown*

Director of Revenue



Illinois Department of Revenue  
**Motor Fuel Blender Permit**

This certifies that the person or business indicated below is hereby issued a permit to act as a blender of motor fuels in accordance with the provisions of the Motor Fuel Tax Law.

This permit must be displayed in plain view at the registrant's place of business.

PETROLEUM TRADERS CORPORATION  
 7110 POINTE INVERNESS WAY  
 FORT WAYNE IN 46804-7928

**AMENDED**



ML-5 (R-2/99)  
 IL-492-0838



11

BD-01048

License no.

09-01-1994

Date issued

*Gene Brown*

Director of Revenue

Verify that all of your Illinois Business Authorization information is correct.

**If not**, contact us immediately.

**If yes**, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

## Illinois Business Authorization

PETROLEUM TRADERS CORP

7120 POINTE INVERNESS WAY  
FORT WAYNE IN 46804-7928

### Certificate of Registration

Motor Fuel Tax - Distributor

(D-05555)

This person or business is permitted under the Motor Fuel Tax Law to operate as a Blender of motor fuel in Illinois.

  
Director  
DEPARTMENT OF REVENUE  
Issued Date: 12/14/2015

COOK COUNTY  
GASOLINE TAX ORDINANCE  
**Certificate of Registration**  
DUPLICATE



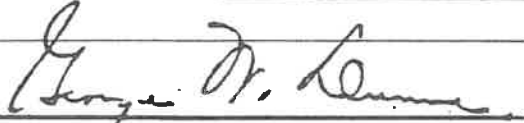
*This is to certify that* PETROLEUM TRADERS CORPORATION  
NAME OF DISTRIBUTOR

6110 Constitution Drive Fort Wayne Indiana 46804  
ADDRESS CITY STATE ZIP CODE

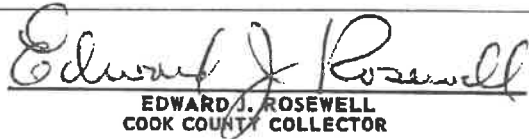
is properly registered with the Cook County Bureau of Administration pursuant to applicable provisions of the Cook County Gasoline Tax Ordinance effective October 1, 1976.

COOK COUNTY REGISTRATION NO. G16-755 STATE OF ILLINOIS LICENSE NO. \_\_\_\_\_

DATE OF REGISTRATION August 19, 1982



GEORGE W. DUNNE  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



EDWARD J. ROSEWELL  
COOK COUNTY COLLECTOR

(TO BE POSTED IN A CONSPICUOUS LOCATION.)



ORLAND PARK

Unit Price Sheet  
RFP 21-023

Gasoline and Diesel Fuel

# Exhibit B

INDEX PRICE SHOWN BELOW IS FROM OPIS FOR SEPTEMBER 15, 2021

USE THAT FIGURE FOR CALCULATING YOUR PRICE.

INCLUDE SERVICES SUCH AS: TANK BOTTOM SAMPLING, WATER REMOVAL LAB ANALYSIS, ETC., IN THE MARK-UP PRICE.

INSTRUCTIONS FOR BIDDERS: PLEASE FILL OUT THE YELLOW HIGHLIGHTED BOXES BELOW FOR YOUR MARK-UP AND YOUR TOTAL COST FOR EACH TYPE OF FUEL.

ITEM	DESCRIPTION	MID-GRADE (LEAD) OCTANE	(NO 89)	ULTRA LOW SULFUR B5 DIESEL 5% BIO DIESEL	#2 w/	ULTRA LOW SULFUR B5 Winter Blend 70/30	DIESEL	RED DYED ULTRA LOW SULFUR DIESEL
1	TANK SIZE IN GALLONS	10000		10000		SAME AS DIESEL		SAME AS DIESEL
2	INDEX PRICE FROM OPIS (9-15-21) Chicago CONT. AVG-9/15	2.443		2.2427		2.4768*		2.2391
3	MARK-UP PER GALLON	-0.0511		0.0122		0.0122		0.35
4	ILLINOIS MOTOR FUEL TAX	0.392		0.467		0.467		0.467
5	ILLINOIS UNDERGROUND STORAGE TAX	0.003		0.003		0.003		0.003
6	ENVIRONMENTAL IMPACT FEE	0.008		0.008		0.008		0.008
7	COOK COUNTY TAX	0.06		0.06		0.06		0.06
8	TYPE AND BRAND OF ADDITIVE (DIESEL)	N/A		ADDITIVE: ValvTECT		ADDITIVE: ValvTECT		ADDITIVE: ValvTECT
	<b>TOTAL COST</b>	<b>2.8549</b>		<b>2.7929</b>		<b>3.027</b>		<b>3.1271</b>

\*70% #2 (2.2427) +30% #1 (\$3.0232) = \$2.4768 Winter Blend

Proposer: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Gayle Nawton  
 Petroleum Traders Corporation  
 Gayle Nawton  
 Contract Sales Manager  
 10/6/2021

\*\*\* Additive is priced at +.0300 per gallon







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2021

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802	<b>CONTACT NAME:</b> Cindy Surfus <b>PHONE (A/C No. Ext):</b> 260-424-4150 <b>E-MAIL ADDRESS:</b> csurfus@lupkerice.com	<b>FAX (A/C No.):</b> 260-424-4187
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Petroleum Traders Corporation P.O. Box 2357 Fort Wayne IN 46801	<b>INSURER A:</b> Crum & Forster Specialty Insurance Company <b>NAIC #:</b> 44520	
	<b>INSURER B:</b> Ohio Security Insurance Company <b>NAIC #:</b> 24082	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2087263295                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-136804	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPK-136804	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			EFX-118749	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Auto Sublimit \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS(22) 59 06 94 51	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Transportation Pollution			EPK-136804	9/1/2021	9/1/2022	Pollution Each Claim \$ 1,000,000 Pollution Deductible \$ 5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Village of Orland Park and their respective officers, trustees, directors, employees and agents are an Additional Insured under the General Liability and Automobile per form GAP1028 6/16 when required in a written contract. Coverage is primary and non-contributory under the general liability and automobile per form GAP1005 6/16 when required in a written contract. Waiver of Subrogation applies to the general liability per form GAP1030 6/16 and to the workers compensation per form WC000313 04/84 when required in a written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The Village of Orland Park  
 14700 S Ravinia Ave  
 Orland Park IL 60462

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name of Additional Person(s) or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused, in whole or in part, by “your work” or out of premises owned by or rented to you.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

<b>Name of Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.
- This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Endorsement No. 0002

Policy Effective 09/01/2020 Premium

State

Policy No. XWS (21) 59 06 94 51

Insured PETROLEUM TRADERS CORPORATION

Insurance Company Ohio Security Insurance Company 19291

Countersigned by \_\_\_\_\_