

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2010-0630

Multi Year: ☒

Amount \$600,000.00

Contract Type: Goods

Contractor's Name: Avalon Petroleum

Contractor's AKA:

Execution Date: 12/29/2010

Termination Date: 12/31/2016

Renewal Date: 12/31/2011

Department: Public Works/Vehicle & Equipment

Originating Person: Tom Morgan

Contract Description: Gasoline & Diesel Fuel Purchase

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 10, 2011

Mr. William Katzenberger
Vice President of Sales
Avalon Petroleum Company, Inc.
200 East Court Street, Ste. 720
Kankakee, Illinois 60901

RE: NOTICE TO PROCEED
Gasoline & Diesel Fuel Purchase

Dear Mr. Katzenberger:

This notification is to inform you that the Village of Orland Park has received all necessary documentation in order for work to commence on the above stated project as of January 5, 2011.

Please contact Tom Morgan at 708-403-6106 with any concerns regarding this contract.

The Village has processed Purchase Order #059193 for this contract/service. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated December 29, 2010. If you have any questions, please call me at 708-403-6173. Thank you for your continued service to the Village of Orland Park.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:
cc: Tom Morgan

VILLAGE OF ORLAND PARK
Gasoline & Diesel Fuel
(Contract for Purchase of Goods)

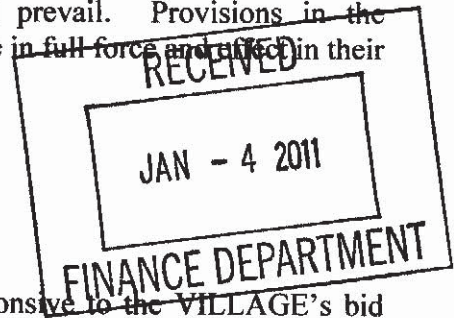
This Contract is made this **29th day of December, 2010** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Avalon Petroleum Company, Inc. (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and Conditions pertaining to the Contract
The Invitation to Bid, dated October 4, 2010
The Instructions to the Bidders
The Bid Proposal, dated October 15, 2010, as it is responsive to the VILLAGE's bid requirements
Certification of Eligibility to Enter into Public Contracts
All Certifications required by the VILLAGE
Certificates of Insurance



SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY: The VILLAGE agrees to purchase from the VENDOR the following:

DESCRIPTION	MID-GRADE (NO LEAD) 89 OCTANE	ULTRALOW SULFUR #2 DIESEL	ULTRALOW SULFUR #2 DIESEL Winter Blend 70/30
TANK SIZE IN GALLONS	10,000	10,000	SAME AS DIESEL
INDEX PRICE FROM OPIS (9-10-10) Average for mid-grade (no lead)	222.48	220.01	227.51*
MARK-UP PER GALLON	.01	.01	.01
ILLINOIS MOTOR FUEL TAX	.1900	.2150	.2150

ILLINOIS UNDERGROUND STORAGE TAX	.0030	.0030	.0030
ENVIRONMENTAL IMPACT FEE	.0080	.0080	.0080
COOK COUNTY TAX	.0600	.0600	.0600
TYPE AND BRAND OF ADDITIVE (DIESEL)	XXXX	ADDITIVE: Valvtect Diesel	ADDITIVE: Guard Additive
TOTAL COST	2.4958	2.4961	2.5711

*70% #2 (\$220.01) + 30% #1 (\$245.01) = \$227.51 Winter Blend

PRICE INCLUDES ALL TANK BOTTOM SAMPLING, WATER REMOVAL, LAB ANALYSIS, MINOR EQUIPMENT REPAIR, AND 24/7 SERVICE STAFF.

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S bid requirements. The GOODS shall be delivered FOB to The Village of Orland Park Fleet Filling Facility at 15655 Ravinia Avenue, Orland Park, IL., or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on January 1, 2011 and continue expeditiously for one year. This Contract shall terminate December 31, 2011; however, the Village may execute its option to renew annually for each of five (5) successive years on said anniversary date, with the final renewal period being January 1, 2016 – December 31, 2016. The contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village

and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received.

Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the VENDOR:

William Katzenberger
Vice President of Sales
Avalon Petroleum Company, Inc.
200 East Court Street, Ste 720
Kankakee, Illinois 60901
Telephone: 877-228-2566
Facsimile: 815-939-6215
e-mail: billkatzenberger@avalonpetroleum.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 10: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

By: _____

Print Name: _____

Its: _____

Date: _____

Paul G. Grimes
Village Manager

FOR: THE VENDOR

By: _____

Print Name: _____

Its: _____

Date: _____

William L. Katzenberger
V.P. Sales
12/30/10

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

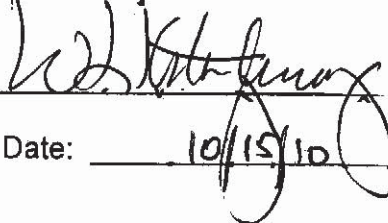
Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

BIDDER SUMMARY SHEET

GASOLINE AND DIESEL FUEL

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Avalon Petroleum Company Inc.
Address: 200 East Court Street Suite 720
City, State, Zip Code: Kankakee IL 60901
Contact Person: William Katzenberger
FEIN #: 36-3446032
Phone: (815) 939-6200 Fax: (815) 939-6215
E-mail Address: billkatzenberger@avalonpetroleum.com
Signature of Authorized Signee: 
Title: V.P. Sales. Date: 10/15/10

See Bidder Detail Sheet for Total Cost.

BIDDER DETAIL SHEET

GASOLINE AND DIESEL FUEL

FUEL IS REQUESTED FOR DELIVERY TO THE VILLAGE OF ORLAND PARK FLEET FILLING FACILITY AT 15655 RAVINIA AVENUE, ORLAND PARK, ILLINOIS.

Estimated annual usage: No lead..... 167,000 gals.

Diesel..... 78,000 gals.

INDEX PRICE SHOWN BELOW IS FROM OPIS FOR SEPTEMBER 10, 2010

PLEASE USE THAT FIGURE FOR CALCULATING YOUR PRICE.

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

DESCRIPTION	MID-GRADE (NO LEAD) 89 OCTANE	ULTRALOW SULFUR #2 DIESEL	ULTRALOW SULFUR #2 DIESEL Winter Blend 70/30
TANK SIZE IN GALLONS	10,000	10,000	SAME AS DIESEL
INDEX PRICE FROM OPIS (9-10-10) Average for mid-grade (no lead)	222.48	220.01	227.51*
MARK-UP PER GALLON	0.01	0.01	0.01
ILLINOIS MOTOR FUEL TAX	.1900	.2150	.2150
ILLINOIS UNDERGROUND STORAGE TAX	.0030	.0030	.0030
ENVIRONMENTAL IMPACT FEE	.0080	.0080	.0080
COOK COUNTY TAX	.0600	.0600	.0600
TYPE AND BRAND OF ADDITIVE (DIESEL)	XXXX	ADDITIVE: Valvfect Diesel	ADDITIVE: Guard Additive.
TOTAL COST	2.4958	2.4961	2.5711

*70%#2(\$220.01) +30%#1(\$245.01)=\$227.51

Winter Blend

VENDOR NAME: Avalon Petroleum Company Inc.

* This price includes all tank bottom sampling, water removal, lab analyses, minor equipment repair, and 24/7 service staff.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

☒ Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Avalon Petroleum Company (Corporate Seal)
Business Name

[Signature] William L. Katzenberger
Signature Print or type name

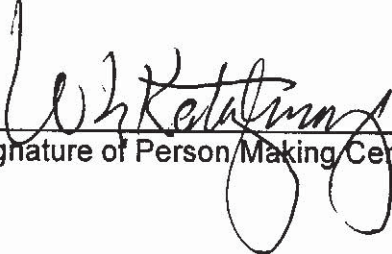
V.P. Sales 10/15/10
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, William L. Katzenberger, being first duly sworn certify
and say that I am Vice President of Sales.
(insert "sole owner," "partner," "president," or other proper title)

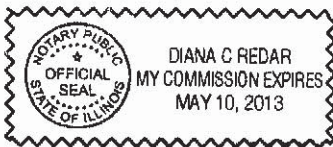
of Avalon Petroleum Company, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting
with any unit of state or local government as a result of a violation of either Section 33E-3, or
33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of
any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 19th Day
of Oct, 2010.

Diana C Redar
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights 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."

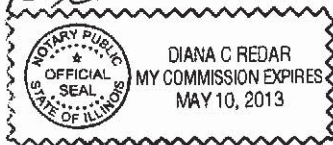
I, William L. Katzenberger having submitted a bid for Village of Orland Park (Name of Contractor) for providing gasoline and diesel fuel (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____

Authorized Agent of Contractor

Subscribed and sworn to before
me this 19th day of Oct, 2010.

Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will 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.

F. That it will 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.

G. That it will 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 Contractor 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 Contractor 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.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

TAX CERTIFICATION

I, William L. Katzenberger, having been first duly sworn depose and state as follows:

I, William L. Katzenberger, am the duly authorized agent for Avalon Petroleum Company, which has submitted a bid to the Village of Orland Park for

providing gasoline and diesel fuel and I hereby certify
(Name of Project)

that Avalon Petroleum Company is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Title: V.P. Sales

Subscribed and Sworn to
Before me this 19th
Day of Oct, 2010



REFERENCES

(Please type)

ORGANIZATION Village of Orland Park (current fuel supplier)
 ADDRESS 14700 S. Ravinia Ave.
 CITY, STATE, ZIP Orland Park IL 60462
 PHONE NUMBER 708-403-6100
 CONTACT PERSON Tom Morgan
 DATE OF PROJECT Current 10/15/10

ORGANIZATION Village of Elk Grove
 ADDRESS 901 Wellington Ave.
 CITY, STATE, ZIP Elk Grove Village IL 60007
 PHONE NUMBER 847-439-3900
 CONTACT PERSON John Meyers
 DATE OF PROJECT current supplier 10/15/10

ORGANIZATION Town of Mueser
 ADDRESS 1005 Ridge Road
 CITY, STATE, ZIP Mueser IN 46321
 PHONE NUMBER 219-836-6971
 CONTACT PERSON Warren Kutlik
 DATE OF PROJECT current supplier 10/15/10

Bidder's Name: Avalon Petroleum Company Inc.
 Signature & Date: 

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees 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." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 15th DAY OF October, 2010

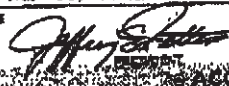
Signature

William C. Katzenberger
Printed Name & Title

10/15/10

Authorized to execute agreements for:

Federated Insurance Co.
Name of Company

ACORD - CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 10/18/10	
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AVALON PETROLEUM CO 200 E COURT ST STE 720 KANKAKEE IL 60901				COMPANIES AFFORDING COVERAGE COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY COMPANY B COMPANY C COMPANY D	
COVERAGES 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.					
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR OWNER'S & CONTRACTOR'S PROT	9309380	12/31/09	12/31/10	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	9309380	12/31/09	12/31/10	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY ☒ UMBRELLA FORM OTHER THAN UMBRELLA FORM	9309381	12/31/09	12/31/10	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS AND OTHER				WC STATUS: ☐ FULLY ☐ PARTIAL ☐ NONE
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SEE ATTACHED PAGE					
CERTIFICATE HOLDER 9743388 VILLAGE OF ORLAND PARK 14700 S RIVINIA AVE ORLAND PARK IL 60462			CANCELLATION 97 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

CERTIFICATE OF INSURANCE

INSURED

224-336-8

**AVALON PETROLEUM CO
200 E COURT ST STE 720
KANKAKEE IL 60901**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR
GENERAL LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY IS PRIMARY AND
NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR
OF THE CERTIFICATEHOLDER SUBJECT TO THE CONDITIONS OF THE
BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
ENDORSEMENT.
VILLAGE OF ORLAND PARK, ITS OFFICERS, DIRECTORS, EMPLOYEES,
AND AGENTS ARE LISTED AS ADDITIONAL INSUREDS.**

CERTIFICATE HOLDER

**VILLAGE OF ORLAND PARK
14700 S RIVINIA AVE
ORLAND PARK IL 60462**

97



CERTIFICATE OF LIABILITY INSURANCE

OP ID: M8

DATE (MM/DD/YYYY)

10/10/10

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

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

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-2830 Thomas R. Hayes		630-355-2077	CONTACT NAME TITLE FAX (A/C Not) E-MAIL ADDRESS PRODUCER CUSTOMER ID: AVALO-1	
INSURED Avalon Petroleum Company Attn: Mr. John T. Eckenstein 200 E Court St, Unit #720 Kankakee, IL 60901		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NEW HAMPSHIRE INSURANCE CO		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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.

LINE	TYPE OF INSURANCE	ADDL. WORK INSR. INFO	POLICY NUMBER	POLICY EXP. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-TEST ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DEDUCTIBLE ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	M/A WC1591487	07/01/10	07/01/11	☒ NO STATE-IMPOSED LIMITS ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - SA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

VORLAND

VILLAGE OF ORLAND PARK
 14708 S RAVINIA
 ORLAND PARK, IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Mobil Diesel Fuels - On Road

[Product Description](#)[Health & Safety](#)[Product Properties](#)[Specifications](#)**Product Description**

Diesel You Can Count On - Whether you're a distributor, a fleet operator or an everyday driver, our diesel fuels are blended to provide you with good ignition quality and good fuel economy. Plus, our low-temperature fluidity characteristics help keep your vehicle moving in the Winter.

We provide two quality grades each of Low Sulfur Diesel and Ultra Low Sulfur Diesel fuel. Each is produced and held up to the highest standards for you and your vehicle.

Our diesel fuels are also available to commercial and industrial accounts through a variety of sales channels, including bulk delivery.

For diesel-fueled vehicles, you'll be glad to know we are as dedicated to the quality of our diesel as we are to our gasolines. That's why we develop diesel fuels for engines that

- Provide energy for power
- Provide good fuel economy
- Allow easy start-up
- Flow readily in cold temperatures
- Protect the fuel delivery system
- Provide low emissions

You'll find one of our diesel fuels at many service stations across the United States, and you can be confident that they will perform to meet your needs – as well as your expectations.

Ultra Low Sulfur Diesel Fuel No. 1

Our Ultra Low Sulfur Diesel Fuel No. 1 is usually used as a blending component to winterize the No. 2-D grade. This is the fuel you should use if you live in an area with abnormally low temperature conditions. Compared to the No. 2-D grade, our Ultra Low Sulfur Diesel No. 1 has a lower viscosity, and generally provides higher cetane number and better low-temperature operability for your vehicle. The sulfur content of ULSD No. 1 is 15 parts per million (ppm) maximum.

Low Sulfur Diesel Fuel No. 1

Low Sulfur Diesel Fuel No. 1 is similar to the Ultra Low Sulfur Diesel Fuel No. 1 except that its sulfur content is higher than 15 ppm. This diesel fuel must not be used in 2007 model year and newer vehicles/engines. Ultra Low Diesel Fuel No. 1 must be used in those vehicles/engines.

Ultra Low Sulfur Diesel Fuel No. 2

Our Ultra Low Sulfur Diesel Fuel No. 2 was formulated to be used by any diesel-fueled vehicle on the road today – including yours. Compared to the No. 1-D grade, our Low Sulfur Diesel No. 2 provides higher fuel economy, power, flash point, viscosity and lubricity for your vehicle. ULSD No. 2 must be used in 2007 model year and newer vehicles/engines to protect the performance of the emission controls.

Low Sulfur Diesel Fuel No. 2

Low Sulfur Diesel Fuel No. 1 is similar to the Ultra Low Sulfur Diesel Fuel No. 2 except that its sulfur content is higher than 15 ppm. This diesel fuel must not be used in 2007 model year and newer vehicles/engines. Ultra Low Diesel Fuel No. 2 must be used in those vehicles/engines.

For You, Your Vehicle And The World Around You

In order for your vehicle's diesel engine to start easily, the fuel must have a sufficiently high cetane number. All of our diesel fuels meet the minimum cetane number requirement of 40 to ensure easy start-up for your vehicle.

Values above this level haven't proven to significantly improve your engine's performance.

And, all of our ULSD and LSD fuels contain lubricity additives to improve protection against wear.

Our commitment to providing you with quality diesel fuel doesn't stop at the refinery. We check the fuel at key points as it is transported through the distribution system to your vehicle.

Health & Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDSs are available via the Internet at ExxonMobil.com. This product should not be used for purposes other than its intended use.

MAIN HAZARD: FIRE

Keep away from ignition sources.

Discharge your static electricity before fueling.

Fill portable containers on the ground.

Handle/Transport in closed or properly vented containers and systems, consistent with all applicable laws.

Harmful or fatal if swallowed.

Avoid breathing the vapors and skin contact.

Do not wash down spills with water. Prevent all spills from reaching water.

Product Properties

	ULSD No. 1-D	LSD No. 1- D	ULSD No. 2-D	LSD No. 2- D
Cetane No.	40 Min.	40 Min.	40 Min.	40 Min.
90% Distillation, °F Min./Max.	-/-550	-/-550	540/640	540/640
Viscosity, cSt @ 40°C. Min./Max.	1.3/2.4	1.3/2.4	1.9/4.1	1.9/4.1
Sulfur, ppm	15 Max.	500 Max.	15 Max.	500 Max.
Copper Strip Corrosion, 3 hr @ 50°C	No. 3 Max.	No. 3 Max.	No. 3 Max.	No. 3 Max.
Flash Point, °F	100 Min.	100 Min.	125 Min.	125 Min.
Cloud Point, °F, Summer	-25 Max.	-25 Max.	20 Max.	20 Max.
Cloud Point, °F, Winter	-25 Max.	-25 Max.	Meets ASTM D 975	Meets ASTM D 975
Carbon Residue (10% bottoms), Wt. %	.15 Max.	.15 Max.	.35 Max.	.35 Max.
Ash, Wt. %	0.01 Max.	0.01 Max.	0.01 Max.	0.01 Max.
Water & Sediment, Vol. %	0.05 Max.	0.05 Max.	0.05 Max.	0.05 Max.
Lubricity, HFRR, microns	520 Max.	520 Max.	520 Max.	520 Max.

Specifications

Mobil Diesel Fuels meet the following industry specifications	ULSD No. 1-D	LSD No. 1- D	ULSD No. 2-D	LSD No. 2- D
ASTM D 975	X	X	X	X

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11-2006

ExxonMobil Fuels Marketing
3225 Gallows Rd.

Fairfax, VA 22037

800 662-4592

Due to continual product research and development, the information contained herein is subject to change without notification. Typical properties may vary slightly.

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Mobil Gasolines - Reformulated Gasoline

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Product Description	Health & Safety	Product Properties	Specifications
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Product Description

Dedicated to enhance your life on the move, Mobil high-quality fuels are sold worldwide to provide you with the reliable and trusted fuels you've come to expect. Mobil gasolines are specially formulated for each market in which Mobil fuels are sold - including yours.

Mobil quality gasolines are available in three octane grades. All Mobil gasolines provide power, easy startup and help minimize emissions in your vehicles.

Gasolines blended for today's engines are required to:

- Provide energy for power
- Form a combustible mixture
- Ignite readily
- Burn smoothly
- Minimize harmful emissions
- Protect the fuel delivery system

And whenever you fill up at an Mobil service station, you can feel confident that Mobil gasolines will do everything they should do for your vehicle. We have developed three quality gasolines that will perform to the high standards you've come to expect.

Mobil Regular Unleaded - Our most popular gasoline has an octane level of 87 in most areas and is blended with a detergency package that helps keep your vehicle's fuel injectors and intake valves clean when used regularly.

Mobil Special - With an octane level of 89 in most areas, this gasoline was developed to meet the needs of drivers like you with vehicles that can benefit from a fuel with a higher octane.

Mobil Super+ - Formulated to meet the demands of today's engines, it generally has an octane level of 93, but is blended with an octane level of 91 on the West Coast and in some other geographic locations.

You can find out what octane your vehicle's engine needs by checking your owner's manual.

You can be sure Mobil gasolines meet all applicable regulatory standards and ASTM D 4814 in the US. And we go the extra mile by testing them at key points along the way to the service station so the gas you put in your vehicle will work unflinching.

Committed to Excellence

Providing you and your vehicle with a high-quality fuel takes more than technical leadership. Quality must first be designed into the fuel. After that, the fuel must be refined and blended properly, and then must be guarded against contamination as it moves through the distribution system. To help ensure your driving satisfaction, we have stringent quality control procedures to help protect Mobil fuels at every step of the process.

You can fill up your vehicle with confidence, knowing that we are also one of the few oil companies in the U.S. that maintains an active research organization dedicated to keeping the gasoline that goes into your vehicle in step with the latest vehicle testing technology. We're always on the lookout for anything that might give Mobil gasolines an extra "edge" for you.

We are committed to providing the highest quality of gasoline for your vehicle. If you have a problem with your vehicle that is related to the quality of our products, we invite you to call our Customer Assistance Center at 1-800-662-4592. Even if you want to ask a question or share a comment about our products or services, feel free to give us a call.

Health & Safety

Based on available information, this product is not expected to produce adverse effects on health when used for

the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDSs are available via the Internet at ExxonMobil.com. This product should not be used for purposes other than its intended use.

MAIN HAZARD: FIRE

Keep away from ignition sources.

Discharge your static electricity before fueling.

Fill portable containers on the ground.

Handle/Transport in closed or properly vented containers and systems, consistent with all applicable laws.

Harmful or fatal if swallowed.

Avoid breathing the vapors and skin contact.

Do not wash down spills with water. Prevent all spills from reaching water.

Product Properties

Mobil Gasolines Specifications	Mobil Super+	Mobil Special	Mobil Regular
Octane, (R+M)/2	93.0	89.0	87.0
Copper Corrosion, 3hr @ 122°F, Rating	No. 1 Max.	No. 1 Max.	No. 1 Max.
Sulfur Content, Wt. %	0.05 Max.	0.05 Max.	0.05 Max.
Lead Content, gPb/gal	.05 Max.	.05 Max.	.05 Max.
Oxidation Stability, Minutes	240 Min.	240 Min.	240 Min.
Benzene Content, Wt. %	1.30 Max.	1.30 Max.	1.30 Max.
Existent Gum, mg/100 mL	5 Max.	5 Max.	5 Max.
Oxygen Content, Wt. %	1.5 - 4.0	1.5 - 4.0	1.5 - 4.0
Volatility	Seasonal	Seasonal	Seasonal
VOC Reduction, %	21.4 - 23.4 Min.	21.4 - 23.4 Min.	21.4 - 23.4 Min.
RVP, psi	6.4 - 15.0 Max.	6.4 - 15.0 Max.	6.4 - 15.0 Max.
Distillation, °F Max.			
10%	122 - 158	122 - 158	122 - 158
50%	230 - 250	230 - 250	230 - 250
90%	365 - 374	365 - 374	365 - 374
End Point	437	437	437
T(V/L=20), °F Min.	105 - 124	105 - 124	105 - 124

Specifications

All Mobil Gasolines meet the following industry specifications:

ASTM D 4814 X

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11-2006

ExxonMobil Fuels Marketing
3225 Gallows Rd.
Fairfax, VA 22037