

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2019-040

AN ORDINANCE AWARDED A TWO YEAR CONTRACT TO AL WARREN OIL FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM 2019 TO 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$222,000.00 WITHIN FISCAL YEAR 2020

THE 3RD DAY OF APRIL 2019

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 3rd Day of April 2019

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WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village purchases fuel for use in it's fleet from a fuel supplier; and

WHEREAS, Community School District #128, Hawthorn School District #73, Cook Memorial Library, Countryside Fire Protection District, Vernon Hills Park District and the MEG Unit utilize the Village's supply of fuel; and each user reimburses the Village the amount the Village pays plus an \$.08 surcharge per gallon of usage each month; and

WHEREAS, the Village received a total of three sealed bids on March 15, 2019 for the purchase and delivery of gasoline and diesel fuel; at which time they were publicly opened; and

WHEREAS, Al Warren Oil provided the lowest bid for gasoline at the OPIS daily average price minus \$0.0200 per gallon plus applicable fees and taxes; and the OPIS daily average price plus \$0.0125 per gallon plus applicable fees and taxes for diesel fuel; and

WHEREAS, an ordinance is required for the award of bids and/or contracts; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents to purchase gasoline and diesel fuel from Al Warren Oil for a two-year period from May 1, 2019 to April 30, 2021.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Al Warren Oil in an amount not to exceed \$222,000.00 per the cost comparison chart in Exhibit A; and based on the Village's previous year's usage and expenditures within the 2020 Fiscal Year; and

The Finance Director is authorized to increase the purchase order to Al Warren Oil Company, as needed, with monies reimbursed by outside users.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2019-040.

Dated the 3rd of April, 2019

Adopted by roll call votes as follows:

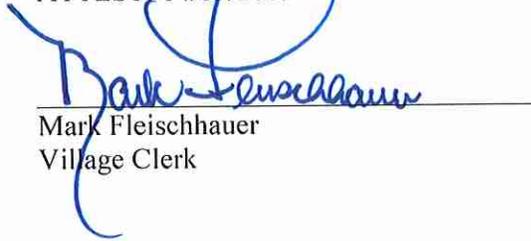
AYES: 7 – Brown, Schultz, Marquardt, Koch, Oppenheim, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne
Village President

PASSED: 04/03/2019
APPROVED: 04/03/2019
ATTEST: 04/03/2019


Mark Fleischhauer
Village Clerk



ORDINANCE 2019-

EXHIBIT A:

COST COMPARISON CHART (SEE ATTACHED)

Furnish & Delivery Fuel 2019-2021 Bid Opening
March 15, 2019
11:00 AM

VENDOR NAME	PRICE	BID SECURITY cashier check, bank draft or certified check = 5%
Al Warren Oil Co, Inc. 1646 Summit St Hammond, IN 46320	1 Gasoline 1.8398 - 0.02 2 Diesel 2.0108 + 0.0125 3 4 5 AND/OR BID FOR BOTH	N/A
Petroleum Traders Corporation 7120 Pointe Indivess Way FT Wayne, IN 46804	1 Gasoline 1.8043 - 0.0132 2 Diesel 2.0108 + 0.0007 3 4 5 AND/OR BID FOR BOTH	N/A
Avalon Petroleum Company 200 East Court St, Suite 720 Kankakee, IL 60901	1 Gasoline 1.7437 - 0.005 2 Diesel 2.1072 + 0.0099 3 4 5 AND/OR BID FOR BOTH	N/A
	1 2 3 4 5 AND/OR BID FOR BOTH	N/A


 WITNESS


 WITNESS

Typical Delivery Cost

Vendor	OPIS Price Used	Gas/Diesel	OPIS Price	Bid Amt +/- from OPIS	Freight/Del Charge	Price Per Gallon	Gallons	IL MFT	IL LUST Tax	Environ Impact Fee	Federal LUST Fee	Federal Oil Spill Fee	Total Price Per Gallon	Total
Petroleum Traders	Rack Avg	Gas	\$1.8043	-0.0132	\$0.0000	\$1.7911	5000	\$0.1900	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$1.9921	\$9,960.50
	Rack Avg	Diesel	\$2.0608	0.0007	\$0.0000	\$2.0615	2000	\$0.2150	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$2.2875	\$4,575.00
<u>\$14,535.50</u>														
Avalon Petroleum	Rack Avg	Gas	\$1.8043	-0.0050	\$0.0000	\$1.7993	5000	\$0.1900	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$2.0003	\$10,001.50
	Rack Avg	Diesel #2	\$2.0608	0.0390	\$0.0000	\$2.0998	2000	\$0.2150	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$2.3258	\$4,651.60
<u>\$14,653.10</u>														
Al Warren Oil	Rack Avg	Gas	\$1.8043	-0.0200	\$0.0000	\$1.7843	5000	\$0.1900	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$1.9853	\$9,926.50
	Rack Avg	Diesel	\$2.0608	0.0125	\$0.0000	\$2.0733	2000	\$0.2150	\$0.0030	\$0.0080	\$0.0000	\$0.00000	\$2.2993	\$4,598.60
<u>\$14,525.10</u>														

Calculations assume OPIS price of gasoline on the day of delivery is \$1.8043 and OPIS price of diesel is \$2.0608. Our typical monthly fuel order is 5000 gallons of 87 octane unleaded gasoline and 2000 gallons of ULS diesel.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON APRIL 3, 2019, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2019-040 - AN ORDINANCE AWARDDING A TWO YEAR CONTRACT TO AL WARREN OIL FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM 2019 TO 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$222,000.00 WITHIN FISCAL YEAR 2020

THE PAMPHLET FOR ORDINANCE NO. 2019-040 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED APRIL 3, 2019 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 3RD DAY OF APRIL 2019



Mark Fleischhauer
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2019-040 - AN ORDINANCE AWARDDING A TWO YEAR CONTRACT TO AL WARREN OIL FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM 2019 TO 2021, AND AUTHORIZING PAYMENT FOR SAID SERVICES FOR AN AMOUNT NOT TO EXCEED \$222,000.00 WITHIN FISCAL YEAR 2020 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 3 TO APRIL 13, 2019.

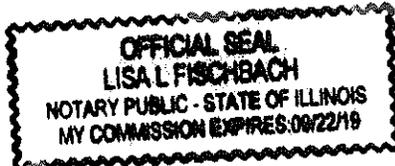


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 3RD DAY OF APRIL 2019



Notary Public



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
AL WARREN OIL COMPANY**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Owner"), and Al Warren Oil Company ("Contractor"), make this Contract as of the 4th day of April, 2019, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the "Work". To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Procure and furnish all certificates and policies of insurance specified in this Contract.

C. **Taxes.** Pay all applicable federal, state, and local taxes.

D. **Quality.** Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 **Commencement and Completion Dates.** This contract shall commence on May 1, 2019 and extend until April 30, 2021. ("Contract Time")

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent

directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

ARTICLE II CHANGES AND DELAYS

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection: Correction of Defects.

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner's Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then

Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 **Insurance.** Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached Exhibit C.

ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Payments.**

A. **Payment.** The Contract Price shall be paid within 45-60 days after receiving invoices for each delivery.

B. **Pay Requests/Invoice.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request or invoice.

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform

any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof, provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such

remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 **Owner's Remedies.** If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Vernon Hills

490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: David H. Brown
Director of Public Works/ Village Engineer

Copy to: Keith L. Hunt
Village Attorney
Hunt & Associates, PC
55 West Monroe Street, Suite 3600
Chicago, IL 60603

Notices and communications to Contractor shall be addressed to, and delivered at, the following address: Name: AL WARREN DIL, CO. INC.

Address: 1646 SUMMER ST.

City, State, Zip: HAMMOND, IN 46320



7.6 **Governing Laws.** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, or the State of Illinois.

7.7 **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this Agreement that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

7.8 **Time.** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.9 **Severability.** The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.10 **Amendments.** No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

Attest/Witness

By: *Elizabeth Kaul*
Title: EXECUTIVE SECRETARY

Attest/Witness:

By: *Paul Shaw*
Title: SALES REPRESENTATIVE

OWNER:

VILLAGE OF VERNON HILLS

By: *Mark Puschaw*
Title: Village Mgr

CONTRACTOR:

AL WARREN OIL Co, Inc

By: *PO Paul*
Title: SALES MANAGER

STATE OF ILLINOIS)
)
COUNTY OF) SS

CONTRACTOR'S CERTIFICATION

RYAN O'REILLY, being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 23RD day of APRIL, 2019.

Attest/Witness

By: [Signature]

Title: SALES REPRESENTATIVE

AL WARREN OIL Co, INC

By: [Signature]

Title: SALES MANAGER

Subscribed and Sworn to
before me this day 23RD
of APRIL, 2019.

[Signature]
Notary Public

(SEAL)



ATTACHMENT A
DESCRIPTION OF WORK
(see attached)

Proposal

The undersigned herewith submits a bid on petroleum products in accordance with the attached specifications and special instructions.

Description	Bid Price Per Gallon	Amount over/under Average OPIS Price Posted for Gross Distillate	Freight Charge Per Gallon (if any)	Terminal Product is Delivered From
Gasoline	<u>1.8398</u>	<u>-0.02</u>	<u>0.00</u>	<u>BP DES PLAINES</u>
Diesel Fuel	<u>2.0681</u>	<u>+0.0125</u>	<u>0.00</u>	<u>BP DES PLAINES</u>

ALL COSTS SHOULD BE LISTED IN SPACES ABOVE.

DO NOT ADD TAXES TO ABOVE AMOUNTS. The Village of Vernon Hills pays \$0.1900 Illinois Motor Fuel Tax on Unleaded gasoline, \$0.2150 Illinois Motor Fuel Tax on Diesel Fuel, \$0.0030 Illinois Underground Storage Tank Tax, and \$0.0080 Environmental Impact Fee.

Delivered FOB 490 Greenleaf Drive, Vernon Hills, Illinois.

Terms: 30 DAYS FROM INVOICE DATE

Note: Proposals will not be accepted unless submitted on this form and a statement noting the OPIS Chicago Midwest wholesale prices for gross distillate posted on the date the bid is submitted is attached to this bid.

Be sure to seal bid envelope and mark it " **BID - FURNISH AND DELIVER FUEL** " to ensure it remains unopened until the proper time.

BIDS MUST BE GOOD FOR SIXTY DAYS.

ATTACHMENT B

DESCRIPTION OF WORK SITE

Village of Vernon Hills Public Works Facility, 490 Greenleaf Drive, Vernon Hills, Illinois 60061 as set forth on Attachment A.

EXHIBIT C

Village of Vernon Hills Vendor Insurance Coverage Requirements

A. Worker's Compensation and Employer's Liability with limits not less than:

- a. (1) Worker's Compensation: Statutory;
- b. (2) Employer's Liability;
- c. \$1,000,000 injury-per occurrence
- d. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

- a. Each Occurrence: \$ 1,000,000
- b. General Aggregate: \$2,000,000
- c. Products and completed operations: General Aggregate: \$2,000,000

D. Coverage's shall include:

- a. Premises/Operations
- b. Independent Vendors
- c. Personal Injury (with Employment Exclusion deleted)
- d. Broad Form Property Damage Endorsement
- e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

E. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Vernon Hills. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. Other Insurance Provisions -

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.