

**VILLAGE OF VERNON HILLS  
ORDINANCE NO. 2021-035**

**AN ORDINANCE AWARDING THE 2021-2023 FURNISH & DELIVER FUEL  
BID AND TWO-YEAR CONTRACT TO PETROLEUM TRADERS CORP. FOR  
AN AMOUNT NOT TO EXCEED \$222,000**

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 its 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 four (4) sealed bids on March 5, 2021 for the purchase and delivery of gasoline and diesel fuel; at which time they were publicly opened; and

WHEREAS, Petroleum Traders Corp. 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, Petroleum Traders Corp. has provided said services to the Village in past years, and had proved to be reliable and able to provide this service; 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 Petroleum Traders Corp. for a two-year period from May 1, 2021 to April 30, 2023.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payments to Petroleum Traders Corp. in an amount not to exceed \$222,000 within Fiscal Year 2022 based on the Village's previous year's usage and expenditures within the 2021 Fiscal Year; and

**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 2021-035.

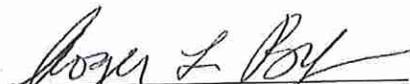
Dated the 16<sup>th</sup> of March, 2021

Adopted by roll call votes as follows:

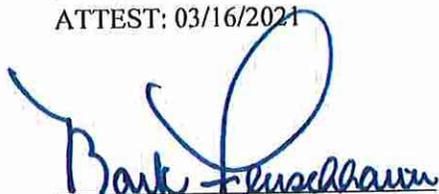
AYES: 7 – Marquardt, Forster, Oppenheim, Koch, Takaoka, Schultz, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
Roger L. Byrne, Village President

PASSED: 03/16/2021  
APPROVED: 03/16/2021  
ATTEST: 03/16/2021

  
Mark Fleischhauer, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-035

AN ORDINANCE AWARDED THE 2021-2023 FURNISH & DELIVER FUEL BID AND  
TWO-YEAR CONTRACT TO PETROLEUM TRADERS CORP. FOR AN AMOUNT NOT  
TO EXCEED \$222,000

THE 16<sup>th</sup> DAY OF MARCH 2021

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
16<sup>th</sup> Day of March, 2021

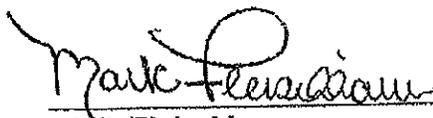
STATE OF ILLINOIS )  
                                  )  
COUNTY OF LAKE    )

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 MARCH 16, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-035 AN ORDINANCE AWARDDING THE 2021-2023 FURNISH & DELIVER FUEL BID AND TWO-YEAR CONTRACT TO PETROLEUM TRADERS CORP. FOR AN AMOUNT NOT TO EXCEED \$222,000

THE PAMPHLET FOR ORDINANCE NO. 2021-035 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 16, 2021 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 26<sup>th</sup> DAY OF MARCH 2021.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

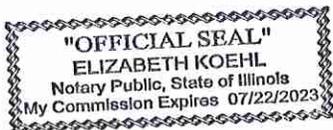
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE        )

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. 2021-035 AN ORDINANCE AWARDDING THE 2021-2023 FURNISH & DELIVER FUEL BID AND TWO-YEAR CONTRACT TO PETROLEUM TRADERS CORP. FOR AN AMOUNT NOT TO EXCEED \$222,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 16, 2021 TO MARCH 26, 2021.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 16<sup>th</sup> DAY OF MARCH 2021

  
\_\_\_\_\_  
Notary Public



**CONTRACT BETWEEN  
VILLAGE OF VERNON HILLS  
AND  
PETROLEUM TRADERS CORPORATION**

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 Petroleum Traders Corporation (“Contractor”), make this Contract as of the 16th day of March, 2021, 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.** Contractor shall 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.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall 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 in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, 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, 2021 and end on April 30, 2023. (“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. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

## **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 A.**

#### 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.** Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor and based on the contract price.

B. **Pay Requests.** 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 is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while 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. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

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: Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attention: James V. Ferolo

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

~~Petroleum Traders Corporation  
7120 Pointe Inverness Way, P.O. Box 2357  
Fort Wayne, IN 46801-2357~~

- 7.6 **Indemnification.** Contractor agrees to defend, indemnify and hold Owner harmless as to and from all claims, demands, suits, causes of action, costs and expenses asserted against Owner arising in whole or in part out of the negligence, reckless or willful misconduct of Contractor or its agents. Owner agrees to defend, indemnify and hold Contractor harmless as to and from all claims, demands, suits, causes of action costs and expenses asserted against Contractor arising in whole or in part out of the negligence, reckless or willful misconduct of Owner or its agents. If it shall appear that the claims shall have arisen out of the joint, concurrent or consecutive fault of both Owner and Contractor, then until otherwise established by agreement or by judicial decision, the allocation of fault for purposes of these indemnity provisions shall be 50/50. These indemnity provisions apply only to claims, demands and causes of action sounding in tort, and do not apply to claims, demands and causes of action governed by the Uniform Commercial Code. As to any claim for which Contractor accepts the responsibility for indemnity, Contractor shall be solely responsible for the conduct of that defense, including all litigation decisions. As to any claim for which Owner accepts the responsibility for indemnity, Owner shall be solely responsible for the conduct of that defense, including all litigation decisions

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **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 contract than 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.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the

Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a

“public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act.” (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor’s actual or alleged violation of the FOIA or Contractor’s failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **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.

7.10 **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.

7.11 **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

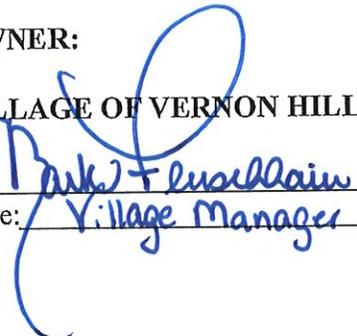
By:   
Title: Executive Secretary

Attest/Witness:

By:   
Title: Mariah Moonen, Bids Specialist

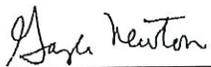
**OWNER:**

**VILLAGE OF VERNON HILLS**

By:   
Title: Village Manager

**CONTRACTOR:**

**PETROLEUM TRADERS CORP.**

By:   
Title: Gayle Newton, Contract Sales Manager

Indiana  
STATE OF ~~ILLINOIS~~ )  
 )  
COUNTY OF Allen ) SS

**CONTRACTOR'S CERTIFICATION**

Gayle Newton, 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 2nd day of April, 2021.

Attest/Witness

By: *Mariah Moonen*

Title: Mariah Moonen, Bids Specialist

*Gayle Newton*

By: Gayle Newton

Title: Contract Sales Manager

Subscribed and Sworn to  
before me this day 2nd  
of April, 2021.

*Michelle Beard*  
Notary Public Michelle Beard



(SEAL)

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

**Property Insurance:**

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**Other Insurance Provisions**

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

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state 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 or the insurer's liability.

#### **Worker's Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

#### **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

#### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

#### **Certificates of Insurance**

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees 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 may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

## ATTACHMENT A

### DESCRIPTION OF WORK/PROPOSAL

(see attached)

#### Scope of Work:

The vendor shall furnish to the Village of Vernon Hills by truck delivery such quantities of 87 octane unleaded gasoline and ultra low sulfur diesel fuel as may be required for the period beginning on or about May 1, 2021 and ending on April 30, 2023.

#### Conditions:

Transport truck delivery prices of 87 octane unleaded gasoline and ultra low sulfur diesel fuel shall be subject to the amount of increase or decrease of the O.P.I.S. Gross Standard Rack pricing for the Chicago area the day the fuel is delivered.

All deliveries must be made within 48 hours of notification.

Upon delivery, the driver of the tanker must provide a terminal manifest and delivery ticket to the receiving Public Works personnel.

#### Invoicing:

Billable gallons for invoicing purposes shall be determined by using the gross gallons listed on the terminal manifest. Invoicing shall be completed no later than one week from the date of delivery. The invoices shall be sent to the Public Works facility.

#### Delivery:

The Village of Vernon Hills has a ten thousand (10,000) gallon underground unleaded gasoline tank and a five thousand (5,000) gallon underground diesel fuel tank located at the Public Works Department, 490 Greenleaf Drive. All deliveries will be made to the Public Works facility. Deliveries will only be accepted during the working hours of 7:00 a.m. to 3:30 p.m. Monday through Friday unless otherwise specified.

A sample of gasoline and diesel fuel shall be provided at the time of each delivery. Said sample is to be in a clean sealed one (1) quart container. Containers shall be supplied by the Village. Sample is to be from the transport truck NOT from the supplier's storage tank. Samples will be tested, at the discretion of the Village, for proper octane level, water content, ash content and sulfur content by a private testing firm no more than once per month. **IF ANY SAMPLES ARE FOUND TO BE DIFFERENT THAN REPORTED, THE COST OF TESTING, REMOVAL OF PRODUCT FROM THE**

**VILLAGE'S STORAGE TANKS, AND REPLENISHING WITH AN EQUAL AMOUNT OF PRODUCT WILL BE BORNE SOLELY BY THE SUPPLIER.**

**Method of Measurement:**

Transport driver is required to take a physical measurement of the quantity of gasoline or diesel fuel in the tank before and after delivery and mark said measurement on the delivery ticket. Measurement can be made using a graduated dipstick.

**Gasoline:**

Unleaded gasoline shall be delivered free from unpleasant odors, suspended materials and any trace of water.

Unleaded gasoline shall be an RFG type with no more than 10% ethanol.

Unleaded gasoline shall have a detergent additive with no methanol additives.

Unleaded gasoline shall have a road octane rating of 87.

Unleaded gasoline delivered during the months of October, November, December, January, February, and March shall contain additives in sufficient quantities to prevent gas line freezing.

**Diesel Fuel:**

Diesel fuel shall be delivered free from unpleasant odors, suspended or cracked materials, and any trace of water.

Diesel fuel shall be a #2 grade, ultra low sulfur, fuel free from any trace of dye.

Diesel fuel shall have a minimum cetane rating of 40, sulfur content of no more than 15 parts per million and an ash content of no more than .01% unless otherwise specified.

Diesel fuel shall have a detergent additive and biocide additive.

Diesel fuel shall have a lubricity additive and corrosion inhibitor additive.

Village may request that diesel be blended to a maximum of 70% #2 ultra-low sulfur diesel fuel and 30% #1 ultra low sulfur diesel during the months of November, December, January, February, and March.

# Bid Proposal

## Village of Vernon Hills-Furnish and Deliver Fuel 2021-2023

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

### CONTRACTOR INFORMATION

Company Name: Petroleum Traders Corporation

Address: 7120 Pointe Inverness Way PO Box 2357  
Fort Wayne, IN 46801-2357

Phone Number: 888-637-7661

Contact Name: Gayle Newton

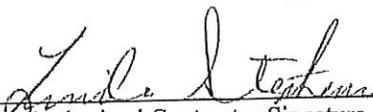
Contact Email: gnewton@petroleumtraders.com

**ALL COSTS SHOULD BE LISTED IN THE SPACES BELOW. DO NOT ADD TAXES TO BELOW AMOUNTS.** The Village of Vernon Hills pays \$0.387 Illinois Motor Fuel Tax on Unleaded gasoline, \$0.462 Illinois Motor Fuel Tax on Diesel Fuel, \$0.0030 Illinois Underground Storage Tank Tax, and \$0.0080 Environmental Impact Fee.

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>1.8507</u>	<u>-.0390</u>	<u>0</u>	<u>Des Plaines/Chicago</u>
Diesel Fuel	<u>1.9694</u>	<u>-.0022</u>	<u>0</u>	<u>Des Plaines/Chicago</u>

Delivered FOB 490 Greenleaf Drive, Vernon Hills, Illinois.

Terms: 0% Net 30  
**BIDS MUST BE GOOD FOR SIXTY DAYS.**

  
\_\_\_\_\_  
Authorized Contractor Signature

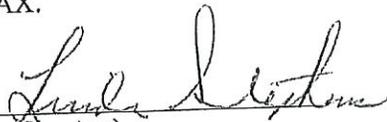
Vice President  
\_\_\_\_\_  
Title

Linda Stephens  
\_\_\_\_\_  
Printed Name

3/3/2021  
\_\_\_\_\_  
Date

Certificate of Compliance

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-11, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Petroleum Traders Corporation THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACTS, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

By:   
(Signature)

Linda Stephens, Vice President  
(Print Name)

Date Submitted: 3/3/2021

Petroleum Traders Corporation  
(Name of bidding company)

7120 Pointe Inverness Way PO Box 2357  
(Address)

Fort Wayne IN 46801-2357  
(City) (State) (Zip)

888-637-7661  
(Phone)

260-203-3820  
(FAX)

gnewton@petroleumtraders.com  
(E-Mail)

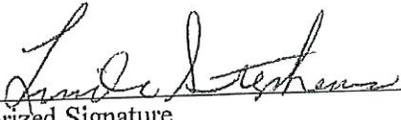
\_\_\_\_\_  
(Seal)

## Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

## **Certification of Coordination of Contractors**

This certifies that Petroleum Traders Corporation (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.

  
\_\_\_\_\_  
Authorized Signature

Linda Stephens  
\_\_\_\_\_  
Printed Name

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

Petroleum Traders Corporation  
\_\_\_\_\_  
Company

3/3/2021  
\_\_\_\_\_  
Date

**Certificate of Compliance-Bidrigging**

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Petroleum Traders Corporation THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

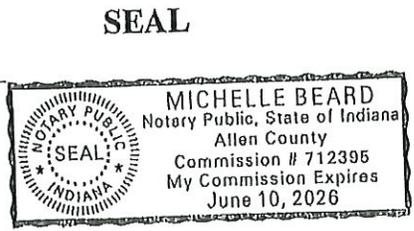
SUBMITTED BY: Petroleum Traders Corporation

<u>Linda Stephens</u>	<u>(Firm)</u> Vice President	<u>888-637-7661</u>
(Print Name)	(Title)	(Telephone)
<u>7120 Pointe Inverness Way PO Box 2357</u>	<u>Fort Wayne</u>	<u>IN 46801-2357</u>
(Address)	(City)	(State) (Zip)

Signature: *Linda Stephens* Date: 3/3/2021  
State of Indiana County of Allen

Signed or attested before me on this 3rd day of March, 2021

Michelle Beard  
(Name of Person)  
*[Signature]*  
(Signature of Notary Public)



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)

Petroleum Traders Corporation  
7120 Pointe Inverness Way  
Fort Wayne, IN 46804

**SURETY:**  
(Name, legal status and principal place of business)

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
(Name, legal status and address)

Village of Vernon Hills, IL  
Village Hall  
290 Evergreen Drive  
Vernon Hills, IL 60061

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

**PROJECT:**  
(Name, location or address, and Project number, if any)

Supply and delivery of an estimated 75,000 gallons of gasoline and 25,000 gallons of diesel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March 2021

Joseph Vanderpool  
(Witness) Joseph Vanderpool

Karissa A. Storrs  
(Witness) Karissa A. Storrs

Petroleum Traders Corporation  
(Principal) \_\_\_\_\_ (Seal)  
By: Linda Stephens  
(Title) Linda Stephens, Vice President

The Hanover Insurance Company  
(Surety) \_\_\_\_\_ (Seal)  
By: Deborah L. Burton  
(Title) Deborah L. Burton Attorney-in-Fact



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.  
KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **Deborah L. Burton**

Of: Louisville, KY

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond  
Principal: Petroleum Traders Corporation  
Obligee: As Per Bid Bond Form

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

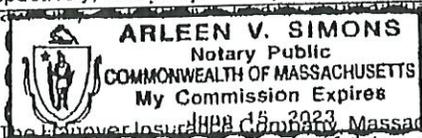
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

James H. Kawlecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.



On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the



Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5<sup>th</sup> day of March 2021

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Carrick A. Bligh, Vice President



**PETROLEUM TRADERS  
CORPORATION**  
PO Box 2357  
Fort Wayne, IN 46801-2357

**Contract Sales Bid Department**

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All contact regarding bids or awarded contracts are handled by the Contract Sales Bid Department.

This will include all requests for fuel delivery as well as any questions about contract specifications, invoicing, pricing, taxes, or product information.

Orders can be placed by emailing [bidorders@petroleumtraders.com](mailto:bidorders@petroleumtraders.com), by calling **1-888-637-7661 (direct toll free line as well as texting option)**, or **1-800-348-3705 option 4 (toll free company line)**. Any staff member who answers will be able to assist you.

Company Representatives that will be servicing your fuel contract if awarded, include, but are not limited to, the following Contract Sales Specialists.

The current Bid staff includes the following members

**Stephen Reuille**  
**Nicole Perez**  
**Mariah Moonen**  
**Danyle Reith**  
**Rebecca Ward**

**Kara Clark**  
**Bret Rhen**  
**Ethan Drake**  
**Danielle Smith**

**Adam Carteaux**  
**Kevin Smith**  
**Craig Tittman**  
**Marjie Alves**

**Gayle Newton is the Contract Sales/Bids Manager.** Her email is [gnewton@petroleumtraders.com](mailto:gnewton@petroleumtraders.com).

**Joseph Vanderpool and Amanda Durnell are the Assistant Managers.** Their email is [jvanderpool@petroleumtraders.com](mailto:jvanderpool@petroleumtraders.com) and [adurnell@petroleumtraders.com](mailto:adurnell@petroleumtraders.com) respectively.

For our customer's convenience, Petroleum Traders Corporation may be reached 24 hours a day, 7 days a week, 365 days a year. During normal business hours of 7AM to 5PM we may be reached at 888-637-7661.

For after hours, weekends, or holidays dial **1-800-348-3705 option 1** for the on call member of our dispatch staff and leave a message. All calls are returned within one hour.

### List of Terminals and Suppliers

Petroleum Traders Corporation utilizes a number of terminals and suppliers in the area. Below is a list of some of the various terminals Petroleum Traders has access to for this contract.

Shell

1605 East Algonquin Road, Des Plaines, IL 60016

Exxon

2312 Terminal Drive, Arlington Heights, IL 60005

Citgo

2304 Terminal Road, Arlington Heights, IL 60005

Buckeye

8600 West 71st St. Argo, IL 60501

### Products currently available for supply & delivery

#### Diesel Fuel

#2 Ultra Low Sulfur Diesel

Blo - Diesel

Winter Blend Diesel

Heating Oil

K-1 Kerosene Heating Oil

#### Gasoline

Conventional Gasoline

Reformulated Gasoline

Ethanol Blend Gasoline

87 Octane Gasoline

89 Octane Gasoline

92 or 93 Octane Gasoline

### Method of Measurement

All deliveries made by Petroleum Traders Corporation will be accompanied by a terminal slip notating both net and gross gallons, product delivered, date delivered, & terminal location. The driver will water paste and stick the tanks before and after the unloading of the fuel. This will ensure a safe and accurate delivery of product.

## **Related Experiences and References**

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Petroleum Traders Corporation supplied over a billion gallons of fuel last year to a variety of customer. Below are but a few of the customers have supplied and transported fuel for:

### **Crystal Lake School District**

1204 S. McHenry Ave  
Crystal Lake, IL 60014  
Contact Name: Penny Fleming  
Phone: 815-455-0558  
Service Dates: 7/1/2019 to current

### **Elgin Schools**

355 East Chicago Street  
Elgin, IL 60120  
Contact: Tammy Tackett  
Phone: 847-889-5093  
Service Dates: 7/1/2018-6/30/2021

### **Village of Schaumburg**

101 Schaumburg Ct  
Schaumburg, IL 60193  
Contact: Brian Rafferty  
Phone: 847-923-6636  
Service Dates: 6/1/2018-4/30/2021

Chicago, IL OPIS CONTRACT BENCHMARK  
 \*\*OPIS Gross RFG Ethanol 10% Prices\*\*

Daily 03/02/2021

	Terms	Unl	Mid	Pre
Shell	u N-10	1.8683	-- --	-- --
Shell	b 125-3	1.8871	2.2164	2.5430
BP	b 125-3	1.8803	2.2043	2.5333
Sunoco	b 125-3	1.8744	-- --	2.4544
Citgo	u 1-10	1.8225	2.0751	2.3781
Citgo	b 1-10	1.8625	2.0544	2.4181
Marathon	u N-10	1.7940	1.9940	2.3940
Marathon	b 1-10	1.8520	2.0372	2.4076
XOM	u Net	1.7817	2.0017	2.3132
XOM	b 125-3	1.8649	2.0978	2.4897
PSX	b 1-10	1.8695	2.0614	2.4251
Contract Low		1.7817	1.9940	2.3132
Contract High		1.8871	2.2164	2.5430
Contract Average		1.8507	2.0825	2.4357
Cont Branded Low		1.8520	2.0372	2.4076
Cont Branded High		1.8871	2.2164	2.5430
Cont Branded Avg		1.8701	2.1119	2.4673
Cont Unbranded Low		1.7817	1.9940	2.3132
Cont Unbranded High		1.8683	2.0751	2.3940
Cont Unbranded Avg		1.8166	2.0236	2.3618

Chicago, IL OPIS CONTRACT BENCHMARK  
 \*\*OPIS Gross No. 2 Distillate Prices\*\*

Daily 03/02/2021

	Terms	LS	HS	ULS
Shell	u N-10	-- --	-- --	1.9479
Shell	b 1-10	-- --	-- --	1.9676
BP	b 125-3	-- --	-- --	1.9944
Sunoco	b 125-3	-- --	-- --	1.9880
Citgo	u 1-10	-- --	-- --	1.9787
Citgo	b 1-10	-- --	-- --	1.9787
Marathon	u N-10	-- --	-- --	1.9555
Marathon	b 1-10	-- --	-- --	1.9803
Apex	u N-10	-- --	-- --	1.9160
XOM	u Net	-- --	-- --	1.9445
XOM	b 125-3	-- --	-- --	1.9994
Musket	u N-10	-- --	-- --	1.9659
PSX	b 1-10	-- --	-- --	1.9851
Contract Low		-- --	-- --	1.9160
Contract High		-- --	-- --	1.9994
Contract Average		-- --	-- --	1.9694
Cont Branded Low		-- --	-- --	1.9676
Cont Branded High		-- --	-- --	1.9994
Cont Branded Avg		-- --	-- --	1.9848
Cont Unbranded Low		-- --	-- --	1.9160
Cont Unbranded High		-- --	-- --	1.9787
Cont Unbranded Avg		-- --	-- --	1.9514

**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.