

## **AGREEMENT FOR PURCHASE AND DELIVERY OF GASOLINE AND DIESEL FUEL**

This Agreement for the Purchase and Delivery of Gasoline and Diesel Fuel (the "Agreement"), made this 1st day of December, 2020, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Feece Oil Company, an Illinois corporation (the "Contractor"), with its principal place of business at 517 Twin Rail Dr., Minooka, IL 60447 collectively referred to as the "Parties" or individually as "Party."

### **WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Scope of Work**

The Contractor shall provide all labor, equipment and materials required to complete the following work: the purchase and delivery of gasoline and diesel fuel (the "Work"), as indicated in the Bid Documents for the 2020 Gasoline and Diesel Fuel Delivery, dated September 30, 2020, attached to and incorporated as part of this Agreement as **Exhibit A** by reference (the "Bid Documents").

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, Contractor's Insurance Coverages incorporated as part of this Agreement as **Exhibit B**, Contractor's Certification, attached to and incorporated as part of this Agreement as **Exhibit C**, and Contractor's Bid Form dated September 28, 2020 and attached to and incorporated as part of this Agreement as **Exhibit D**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Contract, including all general conditions, addenda, exhibits, certifications and attachments incorporated in this Contract; c) Supplementary Conditions; and d) Specifications.

#### **3. Term**

The term of this Agreement shall be for three (3) years, commencing on December 1, 2020 and expiring November 30, 2023, unless terminated earlier pursuant to the terms of this Agreement.

#### **4. Performance of Work**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites. The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor shall be responsible for safety of persons and property and assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under this Contract, or in any way whatsoever with the Work.

#### **5. Contract Sum**

The Park District agrees to pay Contractor the OPIS' published Chicago rate for fuel in accordance with the Project Manual and the following price adjustment factors in accordance with the Contractor's Bid Form:

	Park Service Center (RATE)	Arrowhead Golf Club (RATE)
1. Unleaded Regular 87 Octane Gasoline	+.148	+.148
2. Biodiesel Fuel (20% - PSC)	+.148	Not Applicable
3. Ultra-Low Sulfur Fuel (80% - PSC 100% - AGC)	+.148	+.148

#### **6. Payment**

Contractor shall submit to the Park District's monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). The Park District reserves the right to require waivers of lien before payment where the Park District deems it to be in its best interest to do so.

#### **7. Delivery and Title and Risk of Loss**

Contractor shall arrange for delivery of fuel through a carrier chosen by Contractor, the costs of which shall be F.O.B. destination in Wheaton, Illinois.

Title to, and the risk of loss, injury or destruction from any casualty to the fuel, regardless of cause, will be the responsibility of the Contractor until the fuel has been received, inspected and accepted by the Park District.

## **8. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

## **9. Safety of Persons and Property**

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - i. employees engaged in the Work and other persons who may be affected thereby;
  - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
  - iii. Park District employees and other persons present at the site(s) of Contractor's Work; and
  - iv. Personal and real property owned by the Park District.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall at its cost promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

## **10. Termination**

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or

that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. If Park District terminates this Agreement pursuant to this section, Park District may obtain the fuel and delivery services from another provider and may recover any actual or consequential damages from Contractor, including without limitation the increased cost to the Park District of obtaining fuel and delivery services from the substitute contractor(s).

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination and except for Contractor's obligations under Section 12 of this Agreement.

#### **11. Insurance**

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit B**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **12. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, including without limitation from fuel spillage, provided that any such claim, damage, loss or expense (i) arises out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

#### **13. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

#### **14. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois (and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court), but only after exhausting all possible administrative remedies. In the event the Park District

initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**15. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**16. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**17. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**18. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

## **19. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:       Wheaton Park District  
                                      102 E. Wesley Street  
                                      Wheaton, IL 60187  
                                      (Fax) 630-665-5880  
                                      Attention: Executive Director

If to Contractor:       Feece Oil Company  
                                      517 Twin Rail Dr.  
                                      Minooka, IL 60447  
                                      Attention: Scott Goloven

## **20. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

## **21. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

## **22. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.



**WHEATON PARK DISTRICT**

By:  Michael T. Bernd, Executive Director

Attest:

By:

\_\_\_\_\_

**CONTRACTOR**

By:  Scott Colover, SALES REP.

Attest:

By:

\_\_\_\_\_

566164



PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR

GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

BASE BID PROPOSAL

(Please complete in ink, and print or type)

Item	Price Adjustment Factor – Park Services Center (PSC)	Price Adjustment Factor – Arrowhead Golf Club (AGC)
1. Unleaded Regular 87 Octane Gasoline	+ .14¢	+ .14¢
2. Biodiesel Fuel (20% - PSC)	+ .14¢	
3. Ultra Low Sulfur Fuel (80% - PSC, 100% - AGC)	+ .14¢	+ .14¢
Suppliers Terminal Location	BATAVIA IL.	BATAVIA IL.

Addendum # —, —, —, —, —, have been received and acknowledged.

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME:		FFEECE OIL COMPANY	
NAME OF BIDDER:		SCOTT GOLOVEN	
TITLE:		SALES REP.	
ADDRESS OF BIDDER:		517 TWIN RAIL DRIVE MINOOKA, IL 60447	
CITY, STATE and ZIP:		FAX NUMBER:	630-879-9159
PHONE NUMBER:		E-MAIL:	SCOTT@FFEECEOIL.COM
CELL PHONE NUMBER:		630-402-1401	
DATED THIS	26 <sup>th</sup>	DAY OF	SEPTEMBER 2017
SIGNATURE:		2020	

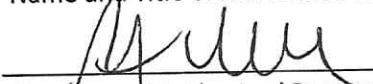
## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Contracts Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works contract to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the contract. If this contract is subject to the Act, the Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

FEENE OIL COMPANY  
Name of Contractor/Subcontractor (print or type)

SCOTT GOLDEN SALES REP.  
Name and Title of Authorized Representative (print or type)

 Dated: 9-28-20  
Signature of Authorized Representative

B. The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Contracts Act, 820 ILCS 265/1 et seq.

N/A  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2020

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY	
		<b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 76</b>	<b>REVISION NUMBER: 7</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	6064216	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000							
	MED EXP (Any one person) EXCLUDED							
	PERSONAL & ADV INJURY \$1,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000		
OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000		
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6064216	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	6064217	01/01/2020	01/01/2021	EACH OCCURRENCE \$10,000,000	
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						AGGREGATE \$10,000,000	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	N	6064219	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$1,000,000							
	E.L. DISEASE - POLICY LIMIT \$1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**SEE ATTACHED PAGE**

<b>CERTIFICATE HOLDER</b> 393-011-2 WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON, IL 60187-5321	<b>CANCELLATION</b> 76 7 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Michael G Ken</i>
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# **ADDITIONAL REMARKS SCHEDULE**

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AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED FEECE OIL COMPANY 517 TWIN RAIL DR MINOOKA, IL 60447-9462
POLICY NUMBER SEE CERTIFICATE # 76.7		
CARRIER SEE CERTIFICATE # 76.7	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 76.7

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PARK SERVICES CENTER  
1000 MANCHESTER ROAD  
WHEATON, IL 60187

ARROWHEAD GOLF CLUB  
26W151 BUTTERFIELD ROAD  
WHEATON, IL 60187

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.  
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.



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

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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CA-F-128 (03-03)

Policy Number: 6064216

Transaction Effective Date: 01-01-2020

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

FEECE OIL COMPANY  
517 TWIN RAIL DR  
MINOOKA IL 60447

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

See IL-F-40-0008

Additional Insured Name and Address:

WHEATON PARK DISTRICT  
102 E WESLEY ST  
WHEATON IL 60187

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CA-F-75 (10-13)

Policy Number: 6064216

Transaction Effective Date: 01-01-2020



## **EXTENSION ENDORSEMENT**

**Extension - CA-F-75 - WHEATON PARK DISTRICT**

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF FUEL TO THE FOLLOWING LOCATIONS; PARK SERVICES CENTER 1000 MANCHESTER ROAD WHEATON, IL 60187 AND ARROWHEAD GOLF CLUB 26W151 BUTTERFIELD ROAD WHEATON, IL 60187

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

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL 60187	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF FUEL TO THE FOLLOWING LOCATIONS; PARK SERVICES CENTER 1000 MANCHESTER ROAD WHEATON, IL 60187 AND ARROWHEAD GOLF CLUB 26W151 BUTTERFIELD ROAD WHEATON, IL 60187
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

FEECE OIL COMPANY  
517 TWIN RAIL DR  
MINOOKA IL 60447

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.