

## **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 2nd day of October, 2023, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, 60187; and Feece Oil Company (the "Contractor"), with its principal place of business at 517 Twin Rail Drive, Minooka, Illinois, 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 2023 Gasoline and Diesel Fuel Delivery, dated August 8, 2023, 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 Compliance and Certifications, attached to and incorporated as part of this Agreement as **Exhibit C**, and Contractor's Bid Form dated August 18, 2023 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, 2023 and expiring November 30, 2026, 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	+0.198	+0.198
2. Biodiesel Fuel (20% - PSC)	+0.198	
3. Ultra-Low Sulfur Fuel (80% - PSC 100% - AGC)	+0.198	+0.198

#### **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. Payment of all invoices shall be governed by the Local Government Prompt Payment Act (50 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. each destination (Park Services Center and Arrowhead Golf Course – Maintenance Building) 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, which shall survive the termination or expiration 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 or other environmental harm, 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, or injury or harm to real 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 addressees:

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 Drive  
  Minooka, Illinois 60447  
  (Fax) 630-879-9159  
  Attn: 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:



Attest:

By:

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Date:

10/4/2023

**FEECE OIL COMPANY**

By:

Scott Goloven

Attest:

By:

Mitch Malone

Date:

10-2-23



## LEGAL NOTICE

Notice is hereby given to potential Bidders that the Wheaton Park District will be receiving sealed bids for **GASOLINE AND DIESEL FUEL DELIVERY**.

Bid Documents are available electronically from the Park District commencing on August 8, 2023 by contacting the following:

Steve Hinchee  
Email: [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
Phone: 630-510-4976

Each bid must be placed in a sealed envelope clearly marked "**Sealed Bid: GASOLINE AND DIESEL FUEL DELIVERY**" and addressed to the Wheaton Park District, 1000 Manchester Road, Wheaton, IL 60187, Attention: Secretary of the Board. **Bids will be received until 10:00 A.M. on August 22, 2023**, at which time the bid proposals will be publicly opened and read aloud at 1000 Manchester Road, Wheaton, IL 60187.

The Wheaton Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Wheaton Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the Work. An Exemption Certificate will be furnished by the Wheaton Park District on request of the Bidder, for use in connection with this Contract only.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for four thousand dollars (\$4,000) as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

By order of the Board of Park Commissioners of the Wheaton Park District.

Michael J. Benard  
Secretary

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WHEATON PARK DISTRICT  
1000 Manchester Road  
Wheaton, IL 60187  
630-653-5429

**CONTRACT NAME: GASOLINE AND DIESEL FUEL DELIVERY**

DATE: August 8, 2023

BID SUBMISSION DEADLINE: August 22, 2023 at 10:00 a.m.

BOARD RECOMMENDATION: September 20, 2023

**INSTRUCTIONS TO BIDDERS**

The Wheaton Park District and Owner are one and the same. The Owner's representative, Steve Hinchee, can be contacted at the Wheaton Park District Office, 1000 Manchester Road, Wheaton, IL 60187, (630) 510-4976 or [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

**I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Contract site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

## II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Contract; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all contracts your organization has in progress, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

On reference form provided herein, list at least five (5) contracts your organization has completed in the past three years, which are comparable in scope, giving the name of the contract, contract description, contract address, owner and telephone number.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the contract, contract description, contract address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the contract location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of**

**a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

The Park District may make such further investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

### III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

#### IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Park District commencing on August 8, 2023 by contacting the following:

Steve Hinchee  
Email: [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
Phone: 630-510-4976

#### V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject any or all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### VI. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for four thousand dollars (\$4,000) and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Wheaton Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

#### VII. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

#### VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other contracts.

Bids will be awarded to one Bidder for the entire Contract or to any series of Bidders for an appropriate proportion of the Contract. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification, if applicable, comprise the Bid Documents. The Bid Documents, together with the Agreement for the Purchase and Delivery of Gasoline and Diesel Fuel and included in these Bid Documents, and proof of insurance comprise the Contract Documents. The Contract is comprised of the Contract Documents.

IX. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. All quantities represent an estimate of the quantity of the Work to be done and/or materials to be ordered. It is given as a basis for comparison of bid proposals and to determine the awarding of the Contract. The Park District does not expressly or by implication agree that the actual quantities will correspond to the published estimate. The Park District reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interest of the Park District. If such modifications diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Steve Hinchee at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

X. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

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It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### **XI. SUBSTITUTIONS DURING BIDDING**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### **XII. PROTESTED SOLICITATIONS**

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the Award.



### Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

### Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

### Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

### Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

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However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

### Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

### XIII. PRICING

The price offered by the successful Bidder shall remain firm throughout the duration of the Contract. Price shall represent the entire cost of all requirements stated within the Bid Documents and Contract requirements. No subsequent claim will be recognized for any increase in material prices, cost indexes, wage scales, or any other rates affecting the industry or this Contract. If required, unit pricing shall be shown for each unit specified on the Contractor Bid Form, and shall include the standard warranty, as well as all packing. In case of mistake in extended price, unit price shall govern.

### AGREEMENT

The Agreement is the Agreement for the Purchase and Delivery of Gasoline and Diesel Fuel and included in these Bid Documents.

### SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

#### 1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

##### A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its agents, officers, commissioners, employees and volunteers, and their successors, shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**E. Contractor's Pollution Legal Liability**

Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) with limits no less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

**F. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

**G. Indemnification**

The Contractor shall indemnify the Owner and others as required in Section 12 of the Agreement.

**2. WARRANTY**

Contractor shall unconditionally guarantee the materials provided by him for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

## **SCOPE OF WORK**

**CONTRACT:** Gasoline and Diesel Fuel Delivery

**BID DUE DATE:** August 22, 2023 at 10 a.m.

**STARTING DATE:** Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

**SERVICE PERIOD:** December 1, 2023 through November 30, 2024  
December 1, 2024 through November 30, 2025  
December 1, 2025 through November 30, 2026

***The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.***

Contractor to provide fuel delivery to the following two locations:

Park Services Center  
1000 Manchester Road  
Wheaton, IL 60187

Arrowhead Golf Club – Maintenance Building  
26W151 Butterfield Road  
Wheaton, IL 60189

Delivery is required to be schedule upon 1-day notice, Monday through Friday between the hours of 8 a.m. and 2 p.m.

## **SPECIAL INSTRUCTIONS: GASOLINE AND DIESEL FUEL DELIVERY**

- This invitation to bid is open to all business firms actively engaged in the supplying and delivering of diesel fuel and gasoline.
- Orders will be placed on an "as needed" basis, with quantities specified at the time of order placement.
  - All fuel will be purchased in transport loads.
  - Minimum delivery of 500 gallons of gasoline.
  - Minimum delivery of 250 gallons of diesel.
  - Because the Wheaton Park District is aggressively attempting to "green the fleet", the percentages of Ultra Low Sulfur diesel and gasoline, and the quantities of Ultra Low Sulfur diesel and gasoline may change throughout.
- Deliveries must be received by the Wheaton Park District within 24 hours of the telephone order.
  - Deliveries are accepted between the hours of 8:00 a.m. and 2:00 p.m., Mon. through Fri.

- In the event an emergency delivery is called for by the Wheaton Park District, the successful Bidder will respond as soon as possible without additional cost to the Wheaton Park District.
- Price information will be taken from the industry publication "The OPIS".
  - The base price of the fuel will be OPIS' Published Chicago (Midwest) Market wholesale (low side) rack price quotation adjusted (up or down) for the day of delivery.
  - In the event that "The OPIS" discontinues publishing price information during the Contract period, the Wheaton Park District reserves the right to choose at its discretion an alternate industry publication from which posted market prices will be obtained.
  - The successful Bidder will agree to accept the posted prices shown in the alternate industry publication and will allow the quoted bid differential to be based on these posted market prices for the duration of the Contract.
- Invoices
  - Unit prices are to be carried no further than four digits to the right of the decimal. All additional digits will be dropped.
  - Contractor must enclose with each invoice -
    - A copy of the published OPIS price list on the day of delivery, and
    - A copy of the delivery ticket.
- \*The Wheaton Park District is subject to the following taxes (2023) -

	<u>Gasoline/Gal.</u>	<u>Diesel and Biodiesel/Gal.</u>
State Motor Fuel Tax	\$0.4540	**
Ill. Storage Tank Fee	\$0.0030	\$0.0030
Env. Impact Fee	\$0.0080	\$0.0080
Leaking Underground Storage Tax (LUST)	\$0.001	\$0.001
Federal Oil Spill Recovery Fee	\$0.0021	\$0.0021

**\*As of the time of this bid, these are the current fuel tax rates. If these tax rates change during the contract period, it is the contractor's responsibility to notify the Wheaton Park District.**

**\*\*We are not subject to pay the State Motor Fuel Tax for Diesel/Bio Diesel.**

## SPECIFICATIONS: GASOLINE AND DIESEL FUEL DELIVERY

### Park Services Center

1000 Manchester Road

Wheaton, IL 60187

Unleaded, 87 Octane, <10% ethanol --

1,000 gallon capacity – approximately 20,000 gallons used per year

Diesel, B20 Biodiesel, Off Road --

500 gallon capacity - approximately 7,500 gallons used per year

### Arrowhead Golf Club – Maintenance Building

26W151 Butterfield Road

Wheaton, IL 60189

Unleaded, 87 Octane, <10% ethanol --

1,000 gallon capacity – approximately 10,000 gallons used per year

Diesel, Off Road --

1,000 gallon capacity - approximately 4,000 gallons used per year

- The gasoline shall comply in all respects with Federal Standard Specifications VV-M 561a. For Gasoline, Automotive/Motor Fuel M. dated January 8, 1953, and as modified, unless otherwise stipulated by these Specifications.
- Gasoline shall be volatile hydro-carbon fuel, free from water and suspended matter, and shall be suitable for use in internal combustion engines other than aviation and diesel.
- Gasoline shall be No-Lead with automatic provisions for locality and climatic conditions.

### Terminal and Refinery Gasoline Specifications:

Octanes	Super Unleaded or Premium	Midgrade Unleaded or Plus	Unleaded Regular
Research, Min. (ASTMD-2699)	95.0	92.0	91.0
Motor Method, Mi (ASTM D-2700)	86.0	84.0	82.0
Antiknock Index, MI., (R+M)/2,	92.0	89.0	87.0
Color	Red	Blue	Undyed
Lead Content, gm/gal. Max. (ASTM D -3237) Terminal	0.03	0.03	0.03
Mm. Refinery	0.01	0.01	0.01
Phosphorus, gm/gal. Max. (ASTM D-3231) Corrosion, 3 hrs.	0.002	0.002	0.002

- HYBRID ULTRA LOW SULFUR DIESEL FUEL CONTAINING 80% Ultra Low Sulfur Diesel Fuel and 20% Biodiesel
  - Supplier states that fuels meet ASTM specifications D-975 (diesel fuel) and contain no more than 15ppm Sulfur.



- **80% Ultra Low Sulfur Diesel Fuel**

PROPERTY	Test Method	Limit
Sulfur, total, wt. % max.	D-5453	0.0030
Lubricity (SBOCLE), g, mm.	D-6078	3100
Aromatics, vol. % max.	D-1319	30
Ash, wt. % max.	D-482	0.01
Cetane Number, mm.	D-613	45
Color, ASTM, max.	D-1500	2.5
Conductivity, cu, min.	D-2624	75
Copper Corrosion, 3 hrs @122°F max.	D-130	3
Distillation, °F	D-86	
Temp @ 90% recovered, max.		550
Flash Point, °F, mm.	D-93	100
Gravity, "API, mm.	D-287	37
Pour Point, °F, max.	D-97 -	30
Viscosity, cSt@40°C	D-445	1.3-1.9
Water & Sediment, vol. %, max.	D-2709	0.05

- **20% BIODIESEL (BI00):** Defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel.
  - Must meet or exceed the requirements of ASTM D6751 (current)

PROPERTY	ASTM METHOD	LIMITS	UNITS
Calcium & Magnesium, combined	EN14538	5 max.	ppm (up/g)
Flash Point (closed cup)	D93	93 mm	Degrees C
Alcohol Control (one of the following must be met)			
(1) Methanol Content	EB14110	0.2 max	%vol.
(2) Flash Point	D93	130 mm	Degrees C
Water and Sediment	D2709	0.050 max.	%vol.
Kinematic Viscosity, 40 C	D445	1.9-6.0	mm <sup>2</sup> /sec
Sulfated Ash	D874	0.020 max.	%mass
Sulfur			
515 Grade	D5453	0.0015 MAX	%mass(ppm)
S500 Grade	D5453	0.05 max.500	%mass(ppm)
Copper Strip Corrosion	D130	NO. 3 max.	
Cetane	D613	47 mm	
Cloud Point	D2500	Report	Degrees C
Carbon Residue 100% sample	D4530	0.05 max.	%mass
Acid Number	D664	0.50 max.	mgKOH/g
Free Glycerin	D6584	0.020 max.	%mass
Total Glycerin	D6584	0.240 max.	%mass
Phosphorus content	D4951	0.001 max.	%mass
Distillation Temp, T90 AET	D1 160	360 max.	Degrees C
Sodium/Potassium, combined	EN14538	5 max.	ppm (up/g)
Oxidation Stability	EN14112	3 mm	hours
Cold Soak Filtration	Annex to D6751	360 max.	seconds
For use in temperatures below - 12C	Annex to D6751	200 max.	seconds

- **It is the responsibility of the Bidder** to label all pumps properly to meet all State, Federal and EPA requirements.
- **The successful Bidder** must provide a certificate of analysis of the B 100.
- **The Wheaton Park District reserves the right to have gasoline/diesel fuels analyzed by an independent laboratory to determine if the products meet the requirements as stated herein. The Wheaton Park District reserves the right to cancel this Contract if the Bidder's gasoline does not meet requirements as stated herein.**
- **The Bidder will identify the location of the supplier's terminal on the Bid Proposal Form.**

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR GASOLINE AND DIESEL FUEL DELIVERY

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Contract and subcontractors;
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all contracts of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

STATE OF ILLINOIS     )  
                                       )  
 COUNTY OF DUPAGE    )

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS FOR  
GASOLINE AND DIESEL FUEL 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.

**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		
2. Biodiesel Fuel (20% - PSC)		
3. Ultra Low Sulfur Fuel (80% - PSC, 100% - AGC)		
Suppliers Terminal Location		

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:

<b>COMPANY NAME:</b>							
<b>NAME OF BIDDER:</b>							
<b>TITLE:</b>							
<b>ADDRESS OF BIDDER:</b>							
<b>CITY, STATE and ZIP:</b>				<b>FAX NUMBER:</b>			
<b>PHONE NUMBER:</b>				<b>E-MAIL:</b>			
<b>CELL PHONE NUMBER:</b>							
<b>DATED THIS</b>		<b>DAY OF</b>		<b>2023</b>			
<b>SIGNATURE:</b>							

**PROJECT: GASOLINE AND DIESEL FUEL DELIVERY**

REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
2.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
3.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
4.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
5.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			

COMPANY NAME: \_\_\_\_\_

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Contract on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. Contractor shall comply with the of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) when required. If this Contract is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), Contractor shall pay prevailing rates of wages at the time of performance of the Work and in accordance with any subsequent determinations issued by the Illinois Department of Labor. . Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the



Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. If applicable to this Contract, Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

(Notary Public)

(SEAL)

## 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.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

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

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

\_\_\_\_\_  
Dated:

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.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

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

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

\_\_\_\_\_  
Dated:

Memorandum

To: All Bidders  
From: Michele Springer  
Date: 8/17/23  
Re: Addendum Number One (1)  
2023 Gasoline and Diesel Fuel Delivery Bid

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Please add the following information to the 2023 Gasoline and Diesel Fuel Delivery Bid specifications.

ADDITION -

- 1). Bid tabulation form from the 2020 Gasoline and Diesel Fuel Delivery Bid Opening (see attached).

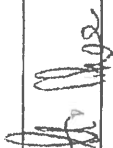
PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM ONE (1) OR INCLUDE A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM ONE (1) RECEIVED:

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

Wheaton Park District - 2020 Gasoline and Diesel Fuel Delivery Bid Opening									
Vendor	Regular - PSC	Regular - AGC	Biodiesel - PSC	Ultra Low Sulfur Fuel - PSC	Ultra Low Sulfur Fuel - AGC	Supplier Terminal Location - PSC	Supplier Terminal Location - AGC	References	Bid Bond
WARREN OIL CO.	0.25	0.25	0.25	0.25	0.25	BENSEVILLE	BENSEVILLE	X	X CHECK
FEECE OIL	0.148	0.148	0.148	0.148	0.148	DATAVA	DATAVA	X	X CHECK
Witness: 						Date: 9/30/2020			



**Corporate Office**  
517 Twin Rail Drive, Minooka, IL 60447  
**Bulk Plants / Warehouses**  
Minooka, Batavia, Ottawa, Plano

*Midwest's Premier Fuel & Lubricant Distributor*  
P – 888.879.1911 F – 815.521.0192

1-22-22

## *Feece Oil Company Overview*

### Dear Valued Customers & Prospects

I am very pleased that you are considering Feece Oil Co. as one of your trusted suppliers. Please see the below overview of our company. If you would like to discuss anything further, my contact information is at the bottom of this page.

Briefly – Feece Oil Co. is an 80 plus year old privately held, family owned & family run company founded in 1934 by our founder Leroy Feece. We are in our 4th generation of family ownership. Jill, Troy & Mike Feece – Brothers & Sister are in the business every day – 6 days a week. We are a company with a rich history engrained in Family, Hard Work, Tradition & Ethics. Our specialty is providing managed solutions for direct supply of Fuel & Lubricants to a wide array of industries. Some of which include Trucking, Agricultural, Dealerships, Landscaping, Municipalities / Governments, Snow Removal, Mining, Excavating, Marine, ECT.....

Feece Oil Co. owns our entire fleet of over 50 delivery trucks from Semi Tractor Trailers, to Straight Body Tank Trucks, to Box Trucks for package & bulk fluid deliveries. Our service territory is approximately a 150 mile radius from Chicago. We provide regular direct service to the Wisconsin border on the North / Pontiac IL on the South / Rockford IL on the West / South Bend IN on the East.

Feece Oil Co. owns & operates 4 Bulk Fuel Plants / Warehouses, with over 600,000 gallons of combined storage. Located in Minooka, IL / Batavia, IL / Ottawa, IL / Plano, IL. Minooka IL serves as our Corporate Offices. We carry a wide array of fuels: #1 & #2 Diesel Fuels including Bio Blends (On & Off Road), all grades of gasoline, kerosene & racing gas.

Feece Oil Co. is a full Lubricant supplier as well. We proudly carry branded products from the most reputable & well know fluid suppliers available. Citgo, Phillips 66 & PEAK. Under the Phillips 66 banner is Kendall & Phillips 66 Lubricants. We carry a full line of Light & Heavy Duty Engine & Hydraulic Oils, Gear Oil, Grease, Coolant, Final Drive Fluids, R&O and Compressor Oils plus Transmission Fluids, Antifreeze & DEF – Diesel Exhaust Fluid. With over 500 different types & sizes of lubricants & equipment in stock available for pick up or delivery chances are we carry the exact product you require.

Feece Oil Co. does not charge any Environmental Fees – Fuel Surcharges – or Drum Deposits. We also have the lowest Sales Tax in the State of Illinois – 6.25%.

Thank You & we look forward to hearing from you soon.

Scott Goloven  
Feece Oil Co.  
Sales Rep  
517 Twin Rail Drive  
Minooka, IL 60447  
O: 888-879-1911x107  
F: 630-879-9159  
C: 630-802-1401  
E: [scott@feeceoil.com](mailto:scott@feeceoil.com)  
W: [www.feeceoil.com](http://www.feeceoil.com)



WHEATON PARK DISTRICT  
1000 Manchester Road  
Wheaton, IL 60187  
630-653-5429

**CONTRACT NAME: GASOLINE AND DIESEL FUEL DELIVERY**

DATE: August 8, 2023

BID SUBMISSION DEADLINE: August 22, 2023 at 10:00 a.m.

BOARD RECOMMENDATION: September 20, 2023

**INSTRUCTIONS TO BIDDERS**

The Wheaton Park District and Owner are one and the same. The Owner's representative, Steve Hinchee, can be contacted at the Wheaton Park District Office, 1000 Manchester Road, Wheaton, IL 60187, (630) 510-4976 or [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

**I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Contract site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

## II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Contract; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all contracts your organization has in progress, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

On reference form provided herein, list at least five (5) contracts your organization has completed in the past three years, which are comparable in scope, giving the name of the contract, contract description, contract address, owner and telephone number.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the contract, contract description, contract address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the contract location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of**



**a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

The Park District may make such further investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

### III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

#### IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Park District commencing on August 8, 2023 by contacting the following:

Steve Hinchee  
Email: [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
Phone: 630-510-4976

#### V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject any or all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### VI. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for four thousand dollars (\$4,000) and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Wheaton Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

#### VII. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

#### VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other contracts.

Bids will be awarded to one Bidder for the entire Contract or to any series of Bidders for an appropriate proportion of the Contract. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification, if applicable, comprise the Bid Documents. The Bid Documents, together with the Agreement for the Purchase and Delivery of Gasoline and Diesel Fuel and included in these Bid Documents, and proof of insurance comprise the Contract Documents. The Contract is comprised of the Contract Documents.

IX. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. All quantities represent an estimate of the quantity of the Work to be done and/or materials to be ordered. It is given as a basis for comparison of bid proposals and to determine the awarding of the Contract. The Park District does not expressly or by implication agree that the actual quantities will correspond to the published estimate. The Park District reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interest of the Park District. If such modifications diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Steve Hinchee at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

X. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### XI. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### XII. PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the Award.

### Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

### Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

### Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

### Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

### Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

### **XIII. PRICING**

The price offered by the successful Bidder shall remain firm throughout the duration of the Contract. Price shall represent the entire cost of all requirements stated within the Bid Documents and Contract requirements. No subsequent claim will be recognized for any increase in material prices, cost indexes, wage scales, or any other rates affecting the industry or this Contract. If required, unit pricing shall be shown for each unit specified on the Contractor Bid Form, and shall include the standard warranty, as well as all packing. In case of mistake in extended price, unit price shall govern.

### **AGREEMENT**

The Agreement is the Agreement for the Purchase and Delivery of Gasoline and Diesel Fuel and included in these Bid Documents.

### **SUPPLEMENTARY CONDITIONS**

The following provisions supplement the terms and conditions of the Agreement:

#### **1. INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall obtain insurance of the types and in the amounts listed below.

##### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its agents, officers, commissioners, employees and volunteers, and their successors, shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.



If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**E. Contractor's Pollution Legal Liability**

Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) with limits no less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

**F. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

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Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

**G. Indemnification**

The Contractor shall indemnify the Owner and others as required in Section 12 of the Agreement.

**2. WARRANTY**

Contractor shall unconditionally guarantee the materials provided by him for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

## SCOPE OF WORK

CONTRACT: **Gasoline and Diesel Fuel Delivery**

BID DUE DATE: August 22, 2023 at 10 a.m.

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: December 1, 2023 through November 30, 2024  
December 1, 2024 through November 30, 2025  
December 1, 2025 through November 30, 2026

*The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.*

Contractor to provide fuel delivery to the following two locations:

Park Services Center  
1000 Manchester Road  
Wheaton, IL 60187

Arrowhead Golf Club – Maintenance Building  
26W151 Butterfield Road  
Wheaton, IL 60189

Delivery is required to be schedule upon 1-day notice, Monday through Friday between the hours of 8 a.m. and 2 p.m.

## SPECIAL INSTRUCTIONS: GASOLINE AND DIESEL FUEL DELIVERY

- This invitation to bid is open to all business firms actively engaged in the supplying and delivering of diesel fuel and gasoline.
- Orders will be placed on an "as needed" basis, with quantities specified at the time of order placement.
  - All fuel will be purchased in transport loads.
  - Minimum delivery of 500 gallons of gasoline.
  - Minimum delivery of 250 gallons of diesel.
  - Because the Wheaton Park District is aggressively attempting to "green the fleet", the percentages of Ultra Low Sulfur diesel and gasoline, and the quantities of Ultra Low Sulfur diesel and gasoline may change throughout.
- Deliveries must be received by the Wheaton Park District within 24 hours of the telephone order.
  - Deliveries are accepted between the hours of 8:00 a.m. and 2:00 p.m., Mon. through Fri.

- In the event an emergency delivery is called for by the Wheaton Park District, the successful Bidder will respond as soon as possible without additional cost to the Wheaton Park District.
- Price information will be taken from the industry publication "The OPIS".
  - The base price of the fuel will be OPIS' Published Chicago (Midwest) Market wholesale (low side) rack price quotation adjusted (up or down) for the day of delivery.
  - In the event that "The OPIS" discontinues publishing price information during the Contract period, the Wheaton Park District reserves the right to choose at its discretion an alternate industry publication from which posted market prices will be obtained.
  - The successful Bidder will agree to accept the posted prices shown in the alternate industry publication and will allow the quoted bid differential to be based on these posted market prices for the duration of the Contract.
- Invoices
  - Unit prices are to be carried no further than four digits to the right of the decimal. All additional digits will be dropped.
  - Contractor must enclose with each invoice -
    - A copy of the published OPIS price list on the day of delivery, and
    - A copy of the delivery ticket.
- \*The Wheaton Park District is subject to the following taxes (2023) -

	<u>Gasoline/Gal.</u>	<u>Diesel and Biodiesel/Gal.</u>
State Motor Fuel Tax	\$0.4540	**
Ill. Storage Tank Fee	\$0.0030	\$0.0030
Env. Impact Fee	\$0.0080	\$0.0080
Leaking Underground Storage Tax (LUST)	\$0.001	\$0.001
Federal Oil Spill Recovery Fee	\$0.0021	\$0.0021

**\*As of the time of this bid, these are the current fuel tax rates. If these tax rates change during the contract period, it is the contractor's responsibility to notify the Wheaton Park District.**

**\*\*We are not subject to pay the State Motor Fuel Tax for Diesel/Bio Diesel.**

## SPECIFICATIONS: GASOLINE AND DIESEL FUEL DELIVERY

### Park Services Center

1000 Manchester Road

Wheaton, IL 60187

Unleaded, 87 Octane, <10% ethanol --

1,000 gallon capacity – approximately 20,000 gallons used per year

Diesel, B20 Biodiesel, Off Road --

500 gallon capacity - approximately 7,500 gallons used per year

### Arrowhead Golf Club – Maintenance Building

26W151 Butterfield Road

Wheaton, IL 60189

Unleaded, 87 Octane, <10% ethanol --

1,000 gallon capacity – approximately 10,000 gallons used per year

Diesel, Off Road --

1,000 gallon capacity - approximately 4,000 gallons used per year

- The gasoline shall comply in all respects with Federal Standard Specifications VV-M 561a. For Gasoline, Automotive/Motor Fuel M. dated January 8, 1953, and as modified, unless otherwise stipulated by these Specifications.
- Gasoline shall be volatile hydro-carbon fuel, free from water and suspended matter, and shall be suitable for use in internal combustion engines other than aviation and diesel.
- Gasoline shall be No-Lead with automatic provisions for locality and climatic conditions.

### Terminal and Refinery Gasoline Specifications:

Octanes	Super Unleaded or Premium	Midgrade Unleaded or Plus	Unleaded Regular
Research, Min. (ASTMD-2699)	95.0	92.0	91.0
Motor Method, Mi (ASTM D-2700)	86.0	84.0	82.0
Antiknock Index, MI., (R+M)/2,	92.0	89.0	87.0
Color	Red	Blue	Undyed
Lead Content, gm/gal. Max. (ASTM D -3237) Terminal	0.03	0.03	0.03
Mm. Refinery	0.01	0.01	0.01
Phosphorus, gm/gal. Max. (ASTM D-3231) Corrosion, 3 hrs.	0.002	0.002	0.002

- HYBRID ULTRA LOW SULFUR DIESEL FUEL CONTAINING 80% Ultra Low Sulfur Diesel Fuel and 20% Biodiesel
  - Supplier states that fuels meet ASTM specifications D-975 (diesel fuel) and contain no more than 15ppm Sulfur.

- **80% Ultra Low Sulfur Diesel Fuel**

PROPERTY	Test Method	Limit
Sulfur, total, wt. % max.	D-5453	0.0030
Lubricity (SBOCLE), g, mm.	D-6078	3100
Aromatics, vol. % max.	D-1319	30
Ash, wt. % max.	D-482	0.01
Cetane Number, mm.	D-613	45
Color, ASTM, max.	D-1500	2.5
Conductivity, cu, min.	D-2624	75
Copper Corrosion, 3 hrs @122°F max.	D-130	3
Distillation, °F	D-86	
Temp @ 90% recovered, max.		550
Flash Point, °F, mm.	D-93	100
Gravity, "API, mm.	D-287	37
Pour Point, °F, max.	D-97 -	30
Viscosity, cSt@40°C	D-445	1.3-1.9
Water & Sediment, vol. %, max.	D-2709	0.05

- **20% BIODIESEL (B100):** Defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel.
- Must meet or exceed the requirements of ASTM D6751 (current)

PROPERTY	ASTM METHOD	LIMITS	UNITS
Calcium & Magnesium, combined	EN14538	5 max.	ppm (up/g)
Flash Point (closed cup)	D93	93 mm	Degrees C
Alcohol Control (one of the following must be met)			
(1) Methanol Content	EB14110	0.2 max	%vol.
(2) Flash Point	D93	130 mm	Degrees C
Water and Sediment	D2709	0.050 max.	%vol.
Kinematic Viscosity, 40 C	D445	1.9-6.0	mm <sup>2</sup> /sec
Sulfated Ash	D874	0.020 max.	%mass
Sulfur			
515 Grade	D5453	0.0015 MAX	%mass(ppm)
S500 Grade	D5453	0.05 max.500	%mass(ppm)
Copper Strip Corrosion	D130	NO. 3 max.	
Cetane	D613	47 mm	
Cloud Point	D2500	Report	Degrees C
Carbon Residue 100% sample	D4530	0.05 max.	%mass
Acid Number	D664	0.50 max.	mgKOH/g
Free Glycerin	D6584	0.020 max.	%mass
Total Glycerin	D6584	0.240 max.	%mass
Phosphorus content	D4951	0.001 max.	%mass
Distillation Temp, T90 AET	D1 160	360 max.	Degrees C
Sodium/Potassium, combined	EN14538	5 max.	ppm (up/g)
Oxidation Stability	EN14112	3 mm	hours
Cold Soak Filtration	Annex to D6751	360 max.	seconds
For use in temperatures below - 12C	Annex to D6751	200 max.	seconds

- It is the responsibility of the Bidder to label all pumps properly to meet all State, Federal and EPA requirements.
- The successful Bidder must provide a certificate of analysis of the B 100.
- The Wheaton Park District reserves the right to have gasoline/diesel fuels analyzed by an independent laboratory to determine if the products meet the requirements as stated herein. The Wheaton Park District reserves the right to cancel this Contract if the Bidder's gasoline does not meet requirements as stated herein.
- The Bidder will identify the location of the supplier's terminal on the Bid Proposal Form.

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR GASOLINE AND DIESEL FUEL DELIVERY

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;



- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Contract and subcontractors;
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all contracts of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 18<sup>th</sup> day of AUGUST, 2023.

Name:

FREECE OIL COMPANY

By:

SWITT GOLOVEN

Signature

[Signature]

Title:

SALES REP.

SUBSCRIBED AND SWORN TO before me

this 18<sup>th</sup> day of AUGUST, 2023.

Irene Schmutz

Notary Public



STATE OF ILLINOIS     )  
                                      )  
COUNTY OF DUPAGE    )

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS FOR  
GASOLINE AND DIESEL FUEL 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.

**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	+ .19¢	+ .19¢
2. Biodiesel Fuel (20% - PSC)	+ .19¢	
3. Ultra Low Sulfur Fuel (80% - PSC, 100% - AGC)	+ .19¢	+ .19¢
Suppliers Terminal Location	BATAVIA IL.	BATAVIA IL.

Addendum # 1,       ,       ,       ,       , 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:

<b>COMPANY NAME:</b>	FEECE OIL COMPANY		
<b>NAME OF BIDDER:</b>	SWOTT GOLOVEN		
<b>TITLE:</b>	SALES REP.		
<b>ADDRESS OF BIDDER:</b>	517 TWIN RAIL DR. MINOOKA, IL. 60447		
<b>CITY, STATE and ZIP:</b>	—	<b>FAX NUMBER:</b>	630-879-9159
<b>PHONE NUMBER:</b>	630-879-1911	<b>E-MAIL:</b>	SWOTT@FEECEOIL.COM
<b>CELL PHONE NUMBER:</b>	630-802-1401		
<b>DATED THIS</b>	18 <sup>th</sup>	<b>DAY OF</b>	August 2023
<b>SIGNATURE:</b>	[Signature]		

**PROJECT: GASOLINE AND DIESEL FUEL DELIVERY**

REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:	VILLAGE OF CAROL STREAM		
	Date:	2-2010 - CURRENT	Phone:	630-501-4544
	Owner Contact:	ANDREW OLSEN		
	Description of Contract	SUPPLY FUEL & LUBRICANTS		
2.	Contract Name/Address:	OSWEGO LAND PARK DISTRICT		
	Date:	3-2017 - CURRENT	Phone:	630-554-4448
	Owner Contact:	MIKE SEFFROOD		
	Description of Contract	SUPPLY GASOLINE & DIESEL		
3.	Contract Name/Address:	FOX VALLEY PARK DISTRICT AURORA IL.		
	Date:	1993 - CURRENT	Phone:	630-897-0516
	Owner Contact:	JOHN KRAMER		
	Description of Contract	SUPPLY FUEL & LUBRICANTS		
4.	Contract Name/Address:	WHEATON COLLEGE WHEATON, IL.		
	Date:	1-1998 - CURRENT	Phone:	630-752-5126
	Owner Contact:	TODD FOWLER		
	Description of Contract	SUPPLY FUEL & LUBRICANTS		
5.	Contract Name/Address:	WHEATON PARK DISTRICT		
	Date:	12-2017 CURRENT	Phone:	630-510-5059
	Owner Contact:	JOE & TJ		
	Description of Contract	SUPPLY GASOLINE, DIESEL & LUBRICANTS		

COMPANY NAME:

FEECE OIL COMPANY

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Contract on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. Contractor shall comply with the of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) when required. If this Contract is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), Contractor shall pay prevailing rates of wages at the time of performance of the Work and in accordance with any subsequent determinations issued by the Illinois Department of Labor. . Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the

Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. If applicable to this Contract, Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: SCOTT GOLOVEN  
Its: SALES REP.

STATE OF IL. )  
COUNTY OF GRAND )SS

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that SCOTT GOLOVEN appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 8-18-2023

Irene Schmutz  
(Notary Public)

(SEAL)



## 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.]**

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

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

[Signature] Dated: 8.18.23  
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.

NA  
Name of Contractor/Subcontractor (print or type)

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

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



Memorandum

To: All Bidders  
From: Michele Springer  
Date: 8/17/23  
Re: Addendum Number One (1)  
2023 Gasoline and Diesel Fuel Delivery Bid

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Please add the following information to the 2023 Gasoline and Diesel Fuel Delivery Bid specifications.

ADDITION -

- 1). Bid tabulation form from the 2020 Gasoline and Diesel Fuel Delivery Bid Opening (see attached).

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM ONE (1) OR INCLUDE A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM ONE (1) RECEIVED:

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

*M. Springer*

*8-18-23*

*FEECE OIL COMPANY*

**Wheaton Park District - 2020 Gasoline and Diesel Fuel Delivery Bid Opening**

[illegible]

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*Midwest's Premier Fuel & Lubricant Distributor*

P – 888.879.1911    F – 815.521.0192    W – www.feeceoil.com

**SUBSTANCE ABUSE POLICY**

**Statement of Need**

Feece Oil Co. has a strong commitment to the health, safety and welfare of its employees, their families and its customers. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and that the effect is devastating to lives, business and the community at large. Feece Oil is concerned because of the potential for abuse among some of our employees. The safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.

**Goal**

It is the goal of Feece Oil to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and our stockholders.

**Scope**

This policy applies to all employees of the company while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in or harms the reputation of Feece Oil. It is also intended to apply to employees of firms doing business with the company while on our premises.

Although Feece Oil has no intention of intruding into the private lives of its employees, we recognize that involvement with alcohol or other drugs off the job eventually takes its toll on job performance. Our concern is to ensure that employees report to work in a condition to perform their duties safely and efficiently in the interest of their fellow workers and customers as well as themselves.

**Policy Statement**

1. Feece Oil will not tolerate or condone substance abuse. It is our policy to maintain a workplace free from alcohol and other drug abuse and its effects.
2. It is the policy of Feece Oil that employees who engage in the sale, use, possession or transfer of illegal drugs or controlled substances, or who offer to buy or sell such substances; the use of alcohol during working hours; or the abuse of prescribed drugs will be subject to disciplinary action up to and including termination.
3. It is the policy of Feece Oil to commit the resources necessary to achieve and maintain a drug-free and alcohol-free environment.

Feece Oil expects the full support of this policy by all employees and all persons doing business with the company.

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**Procedure**

To provide a safe drug-free and alcohol-free working environment, Feece Oil will:

1. Establish definitive rules and regulations.
2. Provide increased awareness through training, education and communication on the subject of alcohol and other drug abuse.
3. Recognize that there may be employees who have an alcohol or other drug problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through employee assistance programs.

In addition, Feece Oil may take any or all of the following actions:

1. Conduct alcohol and other drug screen tests both prospective to and during employment.
2. Inspect persons and their property in our employ or doing business with Feece Oil.
3. Cooperate with outside law enforcement agencies.
4. Take any other actions deemed necessary and appropriate by Feece Oil.

**Company Responsibility**

As a responsible employer and member of the community Feece Oil will:

1. Create awareness in employees and their families of the impact of substance abuse.
2. Administer programs that consider employee rights, are positive in their intent and are within legal boundaries.
3. Support the establishment of programs to assist employees with alcohol and other drug abuse or dependency problems.
4. Utilize all channels and resources available to it to educate and increase the awareness of employees and the general public.
5. Support local and national efforts to combat alcohol and other drug abuse and its effects.

**Employee Responsibility**

Feece Oil believes that each employee has the responsibility to:

1. Report to work at all times free of alcohol or other drugs and their effects.
2. Participate in and support company-sponsored drug and alcohol education programs.
3. Seek and accept assistance for alcohol and other drug-abuse-related problems before job performance is affected.
4. Support company efforts to eliminate alcohol and other drug abuse among employees where it exists.

**Implementation**

Each division, subsidiary or affiliate of Feece Oil will be responsible for establishing and implementing detailed policies and procedures, specific to its needs, in support of this policy. Each of these policies is subject to central review for consistency with Feece Oil policy.

Responsibility for interpretation of this policy falls to the Feece Oil human resources department.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/2022

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>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 76** **REVISION NUMBER: 0**

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	6064216	01/01/2023	01/01/2024	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	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	Y	Y	6064216	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person)
	HIRED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	6064217	01/01/2023	01/01/2024	EACH OCCURRENCE \$10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$10,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	N	6064219	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$1,000,000						
	E.L. DISEASE - POLICY LIMIT \$1,000,000						
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 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 393-011-2

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED FEECE OIL COMPANY 517 TWIN RAIL DR MINOOKA, IL 60447-9462	
POLICY NUMBER SEE CERTIFICATE # 76.0			
CARRIER SEE CERTIFICATE # 76.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 76.0	

**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 TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC 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.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Feece Oil Company

**Endorsement Effective:** 01/01/2023

**SCHEDULE**

**Name of Person(s) Or Organization(s):**

Wheaton Park District  
102 E Wesley St  
Wheaton, IL 60187-5321

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**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.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>DESCRIPTION OF INTEREST IF APPLICABLE:</b>
Wheaton Park District 102 E Wesley St Wheaton, IL 60187-5321	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.

**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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**

Feece Oil Company  
517 Twin Rail Dr  
Minooka, IL 60447-9462

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**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  
LIQUOR 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.

**Old Second**

Old Second National Bank

37 South River Street  
Aurora, IL 60508**Cashiers Check**

842486

Date: 8/17/23

Branch: 1002

REMITTER

FEECE OIL CO

**PAY  
TO THE  
ORDER OF**

EXACTLY \*\*4,000 AND 00/100 DOLLARS

\$4,000.00

WHEATON PARK DISTRICT

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY  
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN  
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈0000842486⑈ ⑆071900760⑆ 18⑈

**Old Second**

Old Second National Bank

37 South River Street  
Aurora, IL 60508**Cashiers Check**

842486

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY  
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN  
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

DATE: 8/17/23

REMITTER: FEECE OIL CO  
1700 HUBBARD AVE  
BATAVIA, IL 60510BRANCH: 1002  
ORIGINATOR: U29JHILL  
TIME: 9:46:13  
CK AMT: \$4,000.00  
FEE AMT:

TO: WHEATON PARK DISTRICT

TOTAL: \$4,000.00

**NON-NEGOTIABLE**

IFS 3-180-02

