

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1426749  
Vendor Name: Petroleum Technologies Equipme  
Invoice Number: 200206  
Invoice Date: 05/07/20  
PO Number: P0369655  
Check Number: E0080137  
Check Amount: \$ 8,470.00  
Check Date: 05/20/2020  
Department ID: 00701  
Reviewer Name: Kathy Striplin  
Voucher Number: V0622266  
Redaction Type: None  
Document Type: AP Invoice

Document Below

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From: petrotech65@comcast.net  
Sent: Tue May 05 14:15:54 CDT 2020  
To: invoicing@cod.edu,heidd@cod.edu  
CC:  
Subject: Invoice Attached  
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Please see attached invoice and contract.  
Thank you

Maura Doherty  
Petroleum Technologies Equipment Inc.  
petrotech65@comcast.net  
(o) 708-426-0400  
(f) 708-426-0404  
[www.petroleum-technology.com](http://www.petroleum-technology.com)

PETROLEUM TECHNOLOGIES EQUIPMENT,  
INC.  
8447 44th Pl  
Lyons, IL 60534  
petrotech65@comcast.net

## Invoice



**BILL TO**

College of DuPage  
Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

**SHIP TO**

College of DuPage  
Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

**APPROVED**  
**05/19/20 - BRUCE SCHMIEDL**

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
200206	05/07/2020	\$8,470.00	05/31/2020	Upon Receipt	

**P.O. NUMBER**

Dirk Heid

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Service Call	MAC BUILDING UST DESIGN CP SURVEY FOR STEEL PRODUCT PIPING / INCLUDED ISOLATION FITTINGS INSIDE BUILDING AT FUEL SUPPLY PUMP	1	2,470.00	2,470.00
Service Call	COMPLETE REPAIRS AFTER SURVEY	1	6,000.00	6,000.00

BALANCE DUE

**\$8,470.00**

**INVOICE REVIEWED**  
**OKAY TO PAY**  
**KATHY STRIPLIN 05/14/20**

COLLEGE OF DUPAGE  
SMALL PROJECTS AGREEMENT (Mac Fuel system repair (UST))  
BETWEEN COMMUNITY COLLEGE DISTRICT 502 AND CONTRACTOR

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THIS AGREEMENT ("Agreement") is made as of 2/27/2020 by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and Petroleum Technologies Equipment ("Contractor").

COD and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by COD, the parties agree as follows:

1. Scope of Project. Contractor shall perform work for COD in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of COD. Contractor shall promptly notify COD immediately in writing: (i) of any information required from COD so Contractor can complete its work in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that COD may engage other Contractors or COD personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed in 60 calendar days. Time is of the essence under this Agreement.

2. Payment to Contractor. COD shall pay Contractor for Contractor's work properly performed under this Agreement. Contractor's work shall be billed as set forth in Exhibit 2 and in no event shall the total amount due to Contractor under this Agreement exceed the total contract sum following, without COD's prior written approval:

Total Contract Sum: \$ \$8,470.00 Eight thousand four hundred and seventy dollars

3. Defective Work and Guarantee. Contractor shall promptly correct any defective work. Payment by COD for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work.

4. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities,

injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3. Contractor shall adhere to all provisions of Exhibit 3.

5. Performance and Payment Bond. For every Small Project greater than Five Thousand Dollars (\$5,000), Contractor shall procure, a performance and payment bond with a surety with a Best Rating of A, VI. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds abrogating COD's rights or remedies, otherwise available in contract or law, are void.
6. Termination. COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD. COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.
7. Liens. Upon COD's request, contractor shall submit mechanics' lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.
8. Materials. All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by COD or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to COD for COD's review, and in a format acceptable to COD, all product data and literature. All manufacturer's warranties shall be forwarded to COD prior to substantial completion of the work.
9. Changes in Scope of Work. COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.
10. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.
12. Entire Agreement; Conflict. This Agreement incorporates COD's bid instruction and request documents and Contractor's bid. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's bid instruction and request documents, and finally, by Contractor's bid.
13. Prevailing Wage Act. To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
14. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*
15. Drug Free Workplace. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
16. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE

Contractor:

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

Name :Ellen Roberts

Title:VP Administration, CFO

By: 

Name: Tom Doherty

Title: President

SCOPE OF WORK

UST Design survey for steel product piping, install isolation fittings at fuel supply pump.  
Complete all repairs to UST CP system after survey.

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

Requests for Payment shall be submitted no more than once per month in a format acceptable to COD.

Any terms or payment provisions, such as penalties or interest, contained on Contractor's invoices shall be of no effect.

COD may withhold payment from monies otherwise due to the Contractor to compensate the COD for the cost of repairing defective work or completing incomplete work in case of Contractor default.

If COD selects agreed unit rates as the method of payment for base scope work or change order work, the agreed unit rates are as set forth below:

UNIT RATE SCHEDULE

Description	Unit	Rate (\$)

Contractor shall be allowed 10% mark-up on change order work when time and material reimbursable method of pricing is selected.



## CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with Community College District 502, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

### TYPE OF INSURANCE

### MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

#### Commercial General Liability including:

- |   |                           |
|---|---------------------------|
| 1. Premises – Operations                      | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard |                           |
| 3. Products/Completed Operations              |                           |
| 4. Contractual Insurance                      |                           |
| 5. Broad Form Property Damage                 |                           |
| 6. Independent Contractors                    |                           |
| 7. Bodily Injury                              |                           |

#### Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

#### Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

#### Professional Liability Contract

If Performance Specifications are Required by the