

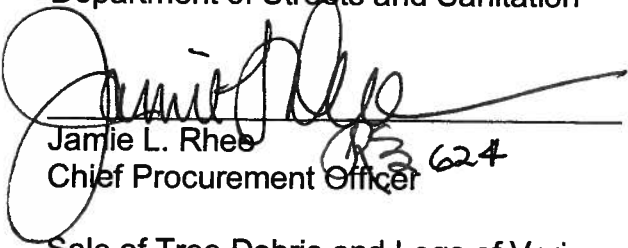


City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Date: June 24, 2010
To: Thomas G. Byrne
Commissioner
Department of Streets and Sanitation
Attn: Robert Richardson
Deputy Commissioner
Department of Streets and Sanitation
From: 
Jamie L. Rhee
Chief Procurement Officer
Re: Sale of Tree Debris and Logs of Various Shapes and
Sizes
PO Number: 22446
Spec. Number: 87578

Pursuant to Section 2-92-644 of the Municipal Purchasing Act, I am authorizing you to make an Emergency Contract for the Sale of Tree Debris and Logs of Various Shapes and Sizes to Perfect Mulch Products. Based upon information received, I have determined that this procurement is necessary to meet a bona fide operating emergency.

You are hereby authorized to allow Perfect Mulch Products to proceed with the removal of Tree Debris and Logs of Various Shapes and Sizes at the submitted bid price of \$52.00 per load of Tree Debris and \$102.00 per load of Logs. Payment will be made payable to the City of Chicago. There will be no expense to the City of Chicago.

JLR/rk

cc: Richard Butler
James McIsaac
Gustavo Giraldo
Lisa Clark, Streets & San
James Crocker, Streets & San
Mike Brown, Streets & San
Robert Kelly
Scan
File: (Specification Number: 87578)



SPS



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

June 24, 2010

Mr. Frank A. Fabiano
Perfect Mulch Products
13655 Main St.
Lemont, Illinois 60439

Subject: Notification of Award of Emergency Contract
Specification No.: 87578
Project Description: Sale of Tree Debris and Logs of Various Shapes
and Sizes

Dear Mr. Fabiano:

The City of Chicago has awarded your firm an Emergency contract for the "Sale of Tree Debris and Logs of Various Shapes and Sizes" per your proposal for the Department of Streets and Sanitation. Payment will be made payable to the City of Chicago. There will be no expense to the City of Chicago.

Attached, please find the final City of Chicago Purchase Order print. Please refer to the Specification and Contract numbers listed above when inquiring about the contract. Please note that contracts are available for viewing and downloading on the City of Chicago's website: www.cityofchicago.org.

If you have any questions concerning this matter, please contact Robert Kelly, Contract Negotiator, at 312-742-9473 or Robert.Kelly@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/rk

cc: File: (Specification Number: 87578)
Richard Butler
James McIsaac
Gustavo Giraldo
Lisa Clark, Streets & San
James Crocker, Streets & San
Mike Brown, Streets & San
Robert Kelly
Scan





City of Chicago
Richard M. Daley, Mayor

Department of
Streets and Sanitation

Thomas G. Byrne
Commissioner

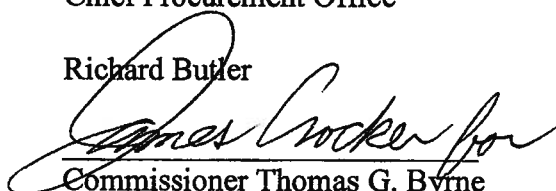
Administrative Services
City Hall, Room 701
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4672
(312) 744-2670 (FAX)

<http://www.cityofchicago.org>

MEMORANDUM

To: Jamie L. Rhee
Chief Procurement Office

Attention: Richard Butler

From: 
Commissioner Thomas G. Byrne
Department of Streets and Sanitation

Subject: Request for Emergency Contract

Date: June 22, 2010

Streets and Sanitation is requesting an emergency contract for Sale of Tree Debris and Logs of Various Shapes and Sizes.

Due to the recent storm the Bureau of Forestry needs to award an emergency contract(s) today to vendor(s) who can assist in removal of tree debris and logs from City of Chicago locations throughout the City. There is currently no contract in place for this service.

The vendor will furnish all labor and equipment to perform the services required. The vendor(s) will pay the City on a per load basis for tree debris and/or logs.

We are asking that this contract be in place from June 23, 2010 until December 31 2010.

If you have any questions please contact Lisa Clark at 312-744-4667.

Thank you.

Cc: Robert Richardson
Jim Crocker
Malcolm Whiteside
Mike Brown
Valleta Smith

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

Original (DPS)

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

| DATE OF AWARD | DEPT # | PURCHASE ORDER | SPECIFICATION NUMBER | VENDOR NUMBER | SITE NAME | DELIVERY DATE | PO START DATE | PO END DATE | PAGE # |
|---------------|--------|----------------|----------------------|---------------|-----------|---------------|---------------|-------------|--------|
| 6/25/2010 | 81 | 22446 | 87578 | 54082032 | A | | 6/24/2010 | 12/31/2010 | 1 |

BUYER:

29035 ROBERT KELLY 312-742-9473

ORDERED FROM:

PERFECT MULCH PRODUCTS INC
13555 MAIN STREET
LEMONT, IL 60439

PO DESCRIPTION: SALE OF TREE DEBRIS AND LOGS OF VARIOUS SHAPES AND SIZES

COMMODITY INFORMATION

| Line | Item | Item Description | UOM | Unit Cost |
|------|-------|--|-----|-----------|
| 1 | 96888 | SALE OF TREE DEBRIS AND LOGS OF VARIOUS SHAPES AND SIZES | USD | 0.00 |

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

Emergency Bid
BY CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

121 North LaSalle Street, Room 403
Phone: 312-744-7960

Proposal Number: F10998680004

Description: Sale of Tree Debris and Logs of Various Shapes and Sizes

Terms of Agreement: June 23, 2010 to December 31, 2010

Location: Department of Streets and Sanitation, Bureau of Forestry: Various City Locations with the Exception of the Below Sites:

- **Bureau of Forestry, 10001 West Bryn Mawr, Chicago, IL**
- **Bureau of Forestry, 900 East 103rd Street, Chicago, IL**

Bid Opening Date: Tuesday, June 22 2010, 5 P.M. CST

NOTICE TO BIDDERS

Unless otherwise specified herein, awards will be made to the firms submitting the highest bids as specified on the attached bid documents. The City reserves the right to issue multiple awards to provide sufficient capacity to meet City requirements. Materials are sold on the basis of "as is, where is" without warranty. Bids may be rejected, if in the opinion of the Chief Procurement Officer, the public interest may be served thereby. Successful qualified bidder(s) will be notified in writing.

Buyer is to furnish all labor and equipment. Work must commence immediately upon notice of award. Vendor will be required to remove all specified material within 10 business days from the notice to proceed. The City will assist in the loading of the material and issue load tickets for each load of material removed from specified locations. If a buyer subcontracts all or a portion of the labor and equipment to remove the property from the location, buyer is required to provide subcontractor(s) information on the attached Subcontractor Information Schedule and include with your bid. Subcontractors not disclosed herein will not be allowed to remove any equipment. Buyer will also provide proof of insurance, listed in Exhibit A attached hereto, and all applicable licenses and permits. Within 14 days of contract award, the vendor must submit an Economic Disclosure Statement.

Equipment Requirements: The bidder must possess trucks with 50 or 100 yard capacity with open tops that are able to accept tree debris and/or logs loaded from a front end loader. The height capacity of the semis must not exceed 13'. Self loading log trucks may also be used and must be in accordance with industry standards.

The bidders must bid all lines. The City also reserves the right to cancel this agreement at anytime during the agreement period.

Vendors will be invoiced immediately upon completion of work, based on material removal activities. Payment must be in the form of a cashiers check, certified check or money order and sent to the Department of Revenue, 121 North LaSalle Street, Room 107, Chicago, Illinois 60602.

ALL BIDS MUST BE FAXED TO 312-744-0434, DEPARTMENT OF PROCUREMENT SERVICES, BID PROCESSING, BY 5 P.M., LOCAL TIME, ON OR BEFORE THE BID OPENING DATE LISTED ABOVE.

Proposal Number: F10998680004

Description: Sale of Tree Debris and Logs of Various Shapes and Sizes

Terms of Agreement: June 23, 2010 to December 31, 2010

Location: Department of Streets and Sanitation, Bureau of Forestry: Various City Locations with the Exception of the Below:

- Bureau of Forestry, 10001 West Bryn Mawr, Chicago, IL
- Bureau of Forestry, 900 East 103rd Street, Chicago, IL

Bid Opening Date: Tuesday, June 22 2010, 5 P.M. CST

All questions must be directed to Bob Kelly in writing to fax number 312-744-0010.

Inspection Dates: By Appointment Only

**Inspection Contact Name: Mr. Michael Brown, Asst. General Superintendent
312-446-1162**

| Bid Category | Estimated Quantity | Bid Price Per Load |
|--------------|--|--------------------|
| TREE DEBRIS | 300-400 Loads (Each load is 50 yards) | \$52.00 |
| LOGS | 125 Loads (Each load is 50 yards) | \$102.00 |

* Number of loads of Tree Debris vendor can handle per 8 hour working day 5

* Number of loads of Logs vendor can handle per 8 hour working day 5

Company: PERFECT MULCH PRODUCTS

Signature: F. A. FARIANO

Print Name: F. A. FARIANO

Address: 13655 MAIN ST.

Address: HEMONT, IL 60439

Phone: 420-257-3640

Exhibit A

CONTRACT INSURANCE AND REQUIREMENTS

CONTRACT INSURANCE REQUIREMENTS
Department of Streets and Sanitation
Emergency Trucking-Tree Removal Contract

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-

conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Client#: 14859

PERFMULC

| | | |
|--|---|---------------------------------|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 06/24/2010 |
| PRODUCER The Rockwood Company Phillip F. Kuhn 20 N Wacker Drive, Suite 960 Chicago, IL 60606 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Perfect Mulch 13655 Main Street Lemont, IL 60439 | INSURERS AFFORDING COVERAGE | NAIC # |
| | INSURER A. Acuity Insurance Company | 14184 |
| | INSURER B. Technology Ins Co | 42376 |
| | INSURER C. | |
| | INSURER D. | |
| INSURER E. | | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| DESCRIPTION | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | | | |
|-----------------|---|---------------|------------------------------------|-------------------------------------|---|--|--|---|
| A | GENERAL LIABILITY | K59987 | 06/14/2010 | 06/14/2011 | EACH OCCURRENCE \$1,000,000 | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$250,000 | | | |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$10,000 | | | |
| | GEN L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY \$1,000,000 | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> FRC <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE \$3,000,000 | | | |
| | AUTOMOBILE LIABILITY | | | | | | | PRODUCTS - COMP/OP AGG \$3,000,000 |
| | ANY AUTO | | | | | | | COMBINED SINGLE LIMIT (Per accident) \$ |
| | ALL OWNED AUTOS | | | | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) \$ |
| | LEASED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| NON-OWNED AUTOS | | | | | | | | |
| | GARAGE LIABILITY | | | | ALTO OWN V. EA ACCIDENT \$ | | | |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC \$ | | | |
| | | | | | AGG \$ | | | |
| | | | | | AGG \$ | | | |
| | EXCESS / UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ | | | |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ | | | |
| | DEDUCTIBLE | | | | \$ | | | |
| | RETENTION \$ | | | | \$ | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TWC3247347 | 06/14/2010 | 06/14/2011 | <input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTH. ER | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Ill) | | | | E.L. EACH ACCIDENT \$500,000 | | | |
| | <input checked="" type="checkbox"/> Y | | | | E.L. DISEASE - EA EMPLOYEE \$500,000 | | | |
| | *Yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - POLICY LIMIT \$500,000 | | | |
| OTHER | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Chicago is an additional insured as required by written contract.

CERTIFICATE HOLDER

City of Chicago
 121 N. LaSalle Street
 Chicago, IL 60602

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John A. ...