



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

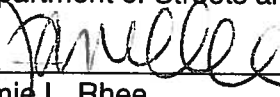
Jamie L. Rhee
Chief Procurement Officer

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: FEB 09 2011

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: Emergency Contract
Snow Removal and Disposal Services

Specification:	94653	Contract Term:	Depends on Requirements
PO/Contract:	<u>24200</u>	Estimate	Not to exceed \$250,000.00

Pursuant to Section 65 ILCS 5/8-10-5 of the Municipal Purchasing Act and 2-92-644 of the Municipal Code of Chicago, I am authorizing you to make an Emergency Contract for Snow Removal and Disposal Services with April Cobra Enterprises, Inc. Based upon information received from your office, I have determined that this procurement is necessary to meet a bona fide operating emergency.

You are hereby authorized to purchase the Snow Removal and Disposal Services in an amount not to exceed \$250,000. This authorization is limited so as not to exceed the \$250,000.00 limit established by statute.

JLR/jpb

cc: Richard Butler
Gustavo Giraldo
Robert Kelly
James P. Bracewell Jr.
Lisa Clark
Valleta Smith
PO Scan and Emergency Scan
File Specification Number: 94653

NEIGHBORHOODS





City of Chicago
Richard M. Daley, Mayor

Department of
Streets and Sanitation

Thomas G. Byrne
Commissioner

City Hall, Room 700
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4611
(312) 744-4737 (FAX)
(312) 744-2971 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

DATE: January 31, 2011

TO: Jamie Rhee
Chief Procurement Officer

FROM: *Robert Richardson* For Thomas G. Byrne *RR*
Thomas G. Byrne, Commissioner
Department of Streets and Sanitation

SUBJECT: Request Emergency Bid
Emergency Snow Removal and Disposal Services for Blizzard
of 2011
FMPS Requisition Number: 57047

Blu
top - Gustro
Rich for

The Department of Streets and Sanitation is requesting an emergency bid for snow removal and disposal services with operator.

The Department currently has contracts in place with MAT Leasing, Snowlift LLC, Christofano and Lindahl Brothers off of specification number 56715. However, due to the amount of snow that the City is forecasted to receive Tuesday February 2nd, we need additional pieces of equipment with operator in addition to what the four contractors above have available.

We are in need of the following types of equipment with operator:

- Wheel Loader, 2-3 cubic yard bucket loading capacity
- Wheel Loader , 4-5 cubic yard bucket loading capacity
- Combination backhoe, 2 cubic yard bucket loading capacity
- Tractor Trailer with 22 cubic yard dump body
- Skid steer loader with 3/4 yard bucket
- 350 ton per hour snow melter
- 550 ton per hour snow melter
- D5 dozer with blade
- D6 Dozer with blade
- Track Backhoe with 3 yard bucket capacity

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



Cc: Bobby Richardson
Jim Crocker
Rich Butler
James Bracewell
Robert Kelly
Gustavo Giraldo
Valleta Smith
File

April Cobra
Enterprises
Inc
(MBE)

Emergency Request for Quotation
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

Specification Number: 94653
Description: Emergency Snow Removal and Disposal Services
Location: Various City of Chicago Streets and Roadways
Due Date and Time: Tuesday, February 1, 2011, 11:00 AM Chicago Time

PO#24200

	Commodity Description	Unit of Measure	Price	# of Available Units of Equipment
1.	Emergency Snow and Ice Removal Services Wheel Loader, 2-3 cubic yard bucket loading capacity	Hour	\$ 300 ⁰⁰	2
2.	Emergency Snow and Ice Removal Services Wheel Loader, 4-5 cubic yard bucket loading capacity.	Hour	\$ _____	
3.	Emergency Snow and Ice Removal Services Combination backhoe, 2 cubic yard bucket loading capacity	Hour	\$ _____	
4.	Emergency Snow and Ice Removal Services Tractor trailer wit 22 cubic yard dump body.	Hour	\$ _____	
5.	Emergency Snow and Ice Removal Services Skid-steer loader with 3/4 yard bucket.	Hour	\$ 145 ⁰⁰	2
6.	Emergency Snow and Ice Removal Services 350 to per hour snow melter.	Hour	\$ _____	
7.	Emergency Snow and Ice Removal Services 550 ton per hour snow melter.	Hour	\$ 5,500 ⁰⁰	1
8.	Emergency Snow and Ice Removal Services D5 Dozer with blade	Hour	\$ _____	
9.	Emergency Snow and Ice Removal Services D6 dozer with blade	Hour	\$ _____	
10.	Emergency Snow and Ice Removal Services Track Backhoe with 3 yard bucket capacity.	Hour	\$ _____	

April Cobra
Enterprises, Inc.
(MBE)

Signed: [Signature]

Date: 2/1/11

By: President/CEO Larry S. Bullock

Bidder's Legal Name: Larry S. Bullock

April Cobra Enterprises, Inc.

D/B/A (if applicable): April Cobra Enterprises, Inc.

Bidders Federal Employer Identification Number:

68-0493434

Business Address: April Cobra Enterprises

1250 South Grove Avenue

Barrington, IL 60010

Person to contact regarding bid: _____

Rev. Larry S. Bullock

Title: President/CEO

Phone: 847-852-5010

Fax: 847-382-1787

Email: AprilCobra@Hotmail.com

April Cobra Enterprises, Inc.
(CMBF)

Emergency Request for Quotation

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

121 North La Salle Street, City Hall, Bid and Bond Room 301

Phone: 312-744-9773

Fax: 312-744-5611

Specification Number: 94653
Description: Emergency Snow Removal and Disposal Services
Location: Various City of Chicago Streets and Roadways
Due Date and Time: Tuesday, February 1, 2011, 11:00 AM Chicago Time

INVITATION TO BIDDERS

The City of Chicago is requesting bids from all qualified firms to provide emergency services to assist the City with emergency snow removal and disposal.

Selected Contractors must accept emergency calls from the City of Chicago Department of Streets and Sanitation (DSS) on a twenty-four (24) hour basis and must have proposed equipment and operators available and ready to commence snow removal operations as soon as possible upon receipt of notice from the Commissioner or authorized representative of the DSS.

Each selected Contractor must make available one telephone line and one fax line for the City to contact the Contractor when services are required. Contractor must provide twenty-four (24) hour contact information.

The Streets and Sanitation Commissioner will determine and call out the equipment and services that are necessary for snow removal and disposal operations.

Contractor must provide and maintain the insurance as specified in Exhibit A Contract Insurance Requirements.

All equipment will be rented by the City on a per hour basis. The hourly rate per piece of equipment must incorporate any/all peripheral costs including but not limited to the costs of transportation, fuel, fluids, maintenance/repair, labor, overhead, etc. required to provide the services.

It is the intent of the Chief Procurement Officer to award one or more emergency contracts to qualified bidders when in her opinion the best interests of the City would be served. Bidders are to provide a quote for one or more lines, and are not required to bid all lines.

The maximum compensation per awarded emergency contract is not to exceed \$250,000.

TO RESPOND: Complete and sign the Emergency Request for Quotation (all pages), return to the City of Chicago, Department of Procurements Services, Bid and Bond Room. The completed Emergency Request for Quotation can be **faxed or delivered** to the Bid and Bond Room, City Hall, Room 301, 121 N. LaSalle Street, Chicago, IL, **fax 312-744-5611**. Please write or stamp your firm's name on all pages of your bid response.

EXHIBIT A: CONTRACTOR INSURANCE REQUIREMENTS

TP:1
 Cobra
 Enterprises
 Inc. (MDE)

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, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). 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.
Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.
- 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 \$1,000,000 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.
- 4) Property
The Contractor is responsible for any damage to City property or personal property on any City roadway(s).
The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

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.

April Cobra
Enterprises Inc.
(MBE)

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.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

PROPERTY, DAMAGE AND REPAIRS

The Contractor will be responsible for and must repair and pay for damages to new and existing structures, material, equipment and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or its employees, or on the part of the Contractor's subcontractor or its employees,

*April
Cobra
Enterprises Inc
(MOE)*

Sample Insurance Certificate of Coverage

Named Insured: April Cobra Enterprises, Inc
 Address: 1250 Southgrove Ave
 (Number and Street)
Barrington (City) IL (State) 60010 (ZIP)

Specification Number:
 Project Description:
 Purchase Order Number:

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution	Spathies Insurance Agency, Inc.	Q25 2420869	1/24/12	CSL Per Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products/Completed Operations Aggregate \$ 2,000,000
Automobile Liability	Spathies Insurance Agency, Inc.	Q01 2430559		CSL Per Occurrence \$ 1,000,000
<input checked="" type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability	Spathies Insurance Agency, Inc.	Q25 2470152		Each Occurrence \$ 5,000,000
Worker's Compensation and Employer's Liability	Spathies Insurance Agency, Inc.	Q85 2400520		Statutory/Illinois Employers Liability \$ 500,000
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: <u>April Cobra Enterprises</u> Address: <u>1250 Southgrove Ave</u> Telephone: <u>847-852-5010</u>

For City use only:

Name of City Department requesting certificate: (Using Dept.): _____