

**Request for Proposal ("RFP")  
Transit Design and Transit Construction Engineering Services  
Category 5: Streetscape, Riverwalk and Urban Landscape Design Services**

**Specification No.: 69169**

---

Required for use by:  
CITY OF CHICAGO  
(Department of Transportation)

Issued by:  
CITY OF CHICAGO  
(Department of Procurement Services)

**ONE (1) ORIGINAL AND TWO (2) COPIES  
OF THE RESPONSE TO BE SUBMITTED**

All of the responses must be addressed and returned to:

Montel M. Gayles, Chief Procurement Officer  
Department of Procurement Services  
City Hall-Bid & Bond-Room 301  
121 N. LaSalle Street  
Chicago, Illinois 60602

**Responses must be received no later than 4:00 P.M., Chicago Time, on  
Tuesday, December 2, 2008**

---

Responses must be submitted in sealed envelope(s) or package(s). The outside of the package or envelope must clearly indicate the name, **"RFP for Transit Design Construction Engineering Services, Category 5: Streetscape, Riverwalk and Urban Landscape Design/Bloomingdale Trail"**, the specification number and the time and the date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of the envelope(s) or package(s).

---

RICHARD M. DALEY  
MAYOR

MONTEL M. GAYLES  
CHIEF PROCUREMENT OFFICER

---

Renee Milton, Contract Negotiator (312) 744-8706

## **TABLE OF CONTENTS**

|                            | Page No. |
|----------------------------|----------|
| I. Scope of Services       | 3        |
| II. Submittal Requirements | 7        |
| III. Evaluation Criteria   | 9        |
| IV. Selection Process      | 9        |
| V. Submission Data         | 10       |
| VI. Confidentiality        | 10       |

Forms: Attachment 1

Contract Insurance Requirements

## **SCOPE OF SERVICES**

### **Category 5: Streetscape, Riverwalk and Urban Landscape Design Services**

#### **Bloomingtondale Trail**

The Chicago Department of Transportation (“CDOT”), Division of Project Development, seeks in this Request for Proposal (“RFP”) responses from consulting firms for the task of Design Consultant (“DC”) responsible for the preparation of Phase I (Preliminary Design) documents for the construction of the Bloomingtondale Trail. The trail will be an integrated component within the conversion of the Bloomingtondale rail embankment to an elevated, multi-use linear park and trail. The plans will be developed in coordination with local officials, government agencies, civic institutions and community organizations including, but not limited to, the Department of Planning and Development, the Chicago Park District, the Department of Cultural Affairs, the Trust for Public Land, and the Friends of the Bloomingtondale Trail.

#### **Project Description**

The project will convert a 2.6-mile under utilized freight railroad embankment along Bloomingtondale Avenue (1800N) from Ridgeway Avenue (3800W) east to Ashland Avenue (1600W) to a grade-separated multi-use trail and linear park. The project includes the rehabilitation or replacement of 37 viaduct structures, repairs to 37 embankment segments, and construction of at least 6 access points, most or all with ADA accessible access. It is envisioned that the design of access points would be specific to the existing and desired neighborhood use patterns and reflect the cultural and historical nature of the individual locations.

General access locations have been determined and property acquisition of those parcels has already begun. However, legal services to determine encroachments, easements and validate the underlying rights of the public right of way will be needed.

Numerous studies, plans, community visioning and art exhibits regarding the Bloomingtondale Trail have previously been completed. Prospective DCs are encouraged to review the information which is available at:

[www.tpl.org/bloomingtondaletrail](http://www.tpl.org/bloomingtondaletrail)

#### **Project Approach**

The selected DC is expected to develop a design through the cooperative services and contributions of engineers, architects, landscape architects, planners and art consultants. The resulting project will blend sustainability with design components in an effort to create an innovative, universally accessible project that reflects the open space needs of the surrounding neighborhoods. The selected DC will be required to incorporate

sustainable design techniques, such as stormwater management solutions and energy efficient lighting.

Communications will play a key role in this project. The selected DC will work closely with stakeholders from the community to develop an attractive, world-class, sustainable, and innovative design. The selected DC will be tasked with the creation and productions of outreach materials designed to inform and update the community, as well as provide web content and graphics. The web design and hosting will be provided by others. The project will employ a thorough community process to help formulate the final design. As part of the community process, the selected DC will provide assistance, support and key personnel for a community driven charrette/ visioning process. The charrette will be facilitated by others.

The final design of the trail and linear park will provide locations and opportunities for the installation and integration of public art. As part of the selected DC's team, an art consultant will assist with developing plans for the integration of art into the design of the project, as well as to gather community input to determine the type and approaches to the artwork. The design and production of the artwork will be completed through a different contract.

Due to the large anticipated cost of construction, special attention will need to be given to options for constructing the project in phases.

### Project Team

Key Personnel assigned to this project must include, but is not limited to: (a) a full time Illinois Licensed Civil Engineer; (b) a support staff including a licensed architect, landscape architect, civil engineer, structural engineer, electrical engineer, geo-technical engineer, sustainable stormwater specialist, surveyor, planner, art consultant, a real estate attorney, a cost estimator and a marketing/ public relations professional all with design experience on similar projects.

The City of Chicago intends to enter into a contract with the selected DC for the performance of Phase I services for the project including a Project Development Report. As part of the Phase I project, the DC must review the existing inspection reports and determine if the recommended improvements are viable and cost effective. The engineering of this project will be reviewed and approved by CDOT and Illinois Department of Transportation (IDOT). The design of this project is funded through federal and city funds and will require DBE participation.

### General Requirements

#### A. Plan of Services

The selected DC must develop a detailed Plan of Services for the project. The Plan must consist of:

- Executive Summary and Introduction describing the project objectives and goals,
- Project limits and proposed construction scope of services,
- Staffing plan including staff hour assignments of key and support staff members as well as an organization chart,
- Description of DC duties and responsibilities of other agencies,
- Description of DC deliverables, including a list of drawings and specifications by Phase to be prepared as part of the project,
- Cost estimation and control procedures,
- Project schedule and management procedures,
- DC cost details and supporting documentation.

Prior to award of contract for this project, a draft must be submitted for review. The Plan of Services, upon approval by CDOT will be incorporated into and serve as the DC's contract scope of services.

#### B. Quality Assurance Plan and Quality Control Procedures (QA/QC) Plan

The DC must prepare a QA/QC Plan for the Project. The Plan must define the procedures used to control and insure the quality of the design process from scope definition through construction award. The QA/QC Plan must address the following:

- Management responsibility
- Design standards and documents
- Document control
- Process control
- Quality records and audit procedures

It is expected that the selected DC will have QA/QC procedures currently in place for the firm's own design process. This Plan must serve as the basis for the Project QA/QC Plan and is expected to be modified to meet the needs of this project. The Plan must be compatible with CDOT Division of Project Development and IDOT QA/QC programs. The Draft QA/QC Plan must be submitted one week after Notice to Proceed and the Final QA/QC Plan must be submitted within three weeks after Notice to Proceed.

#### C. Meetings

The selected DC must attend regular bi-weekly status meetings held with CDOT's Division of Project Development Project Manager and staff. These meetings must be held in CDOT's offices and attended by CDOT, selected DC and other agency personnel. The meetings must serve as a forum to discuss and resolve issues in the design process.

Minutes of all meetings must be prepared in a format approved by CDOT and distributed by the DC within one week of the meeting. The DC must also be

responsible for maintaining a list of action items, which must be updated at each meeting.

#### D. Design Standards

The design must incorporate IDOT Standards for Bridge and Highway design. Where existing City of Chicago Design Standards exist, they must be converted to CAD format, and must be applied in the project in an integral manner together with the IDOT Standards.

#### E. Computer Aided Drafting and Design

Consultant must prepare all plans, except those which incorporate existing CDOT plans for rehabilitation, using AutoCAD or MicroStation software. CDOT must receive an electronic copy of all final plans.

#### F. Design Schedule

The selected DC must prepare a Project Schedule, including a work breakdown, which depicts the project with key milestones and deliverables for design and construction. The design schedule must be updated bi-weekly and at a minimum, must include:

- Key decision points in the design process including the securing of all temporary easements, utility coordination and other items which require coordination;
- Responsible parties for each decision;
- Early start for each activity;
- Expected finish for each activity;
- Critical path items.

All Schedules must be made available to CDOT in an electronic format as well as a graphic format. Color wall size versions of these Schedules must be made available to CDOT personnel upon request.

#### G. Document Preparation

At the conclusion of all design activities, a final version of electronic files and deliverables must be transmitted to CDOT via compact disk (CD) media within a plastic case with the project name, project number, and a list of the directories/ files all clearly typed/ printed on the cover and insert.

#### H. Administration

The DC must prepare monthly progress reports and invoices. These progress reports and invoices must be in the format approved by CDOT and must be

submitted no later than the tenth day of the month after which services have been performed.

## II. PROPOSAL SUBMITTAL REQUIREMENTS

1. **Downloadable Document.** Firms that download a proposal from the City of Chicago's website: <http://egov.cityofchicago.org/procurement> , instead of obtaining the hard copy paper proposal from the City of Chicago's Bid and Bond Room, are responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the Proposer from being bound by any additional terms and/or conditions in the clarification and/or addenda. The city will not be responsible for a bidder's failure to consider additional information contained therein in preparing the proposal.

Note: Multiple clarifications and/or addenda may be issued in which the Proposer is responsible for obtaining

If the proposal was downloaded from the City of Chicago's website instead of picking it up in a hard copy paper form from the City of Chicago's Bid and Bond Room, the Proposer MUST contact the City of Chicago Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include email address and Specification Number) to 312-744-5611 to register your company as a document holder for this RFP.

Any harm to the Proposer resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this RFP.

**Proposers submitting in response to this RFP must be currently pre-qualified in the applicable Project Category or must submit a Pre-Qualification Submittal to the City prior to the proposal due date of this RFP. The Pre-Qualification, Request for Qualification "RFQ", is a separate document available in the Bid & Bond Room under Specification No. TRNS-2007**

2. **Format.** Proposals must be prepared on standard 8 1/2 x 11 letter size paper. Expensive paper and bindings are discouraged. The City encourages the use of materials containing recycled content

When multiple projects are specified, each proposed project for which the firm is submitting must be separated by labeled tabs or a page divider. (e.g. Project 1, Project 2, Project 3...) Proposer need only provide a Tab or Divider for the applicable Project(s) for which it is proposing.

3. **Cover Letter.** A statement must be signed by an authorized representative of the firm committing to provide the services within the proposed RFP schedule, and stating to which project (s) the submission is directed.

4. **Executive summary.** A brief narrative must delineate the general understanding of the project and the approach/methodology Proposer is proposing to complete the required Services. Please include a discussion of deliverables and project milestones, a description of the proposed work plan to complete the design services, and identify any supplemental tasks deemed necessary that may enhance the project. Please reference projects of comparable size, scope and magnitude where the above proposed approach/methodology were successfully implemented.

Details of past relevant projects should have been included in your RFQ submittal. In the event that this information needs to be updated in support to this proposal, appropriate qualification information must be submitted to delineate the experience of the Proposer.

1. **Key Personnel& Organizational Chart.** Identify the project manager (or principal-in-charge) and key personnel committed to provide the Services within the proposed schedule, state their role, a brief narrative of qualifications/experience, and areas of proposed responsibility/activities on **Attachment 1**. Provide an organizational chart of team firms that will be performing on this Project. Include involvement by DBE firms.

Resumes of key personnel were included in your RFQ submittal. If certain key personnel are no longer available, qualifications of key personnel proposed must be equal or better than the qualifications of the key personnel originally proposed in the RFQ submittal. In the event of substitution, appropriate qualification information must be submitted.

Also on **Attachment 1**, provide a description of previous projects completed within the past five years that are comparable in scope to the proposed project. Identify key personnel, including subconsultants and their responsibilities in the previous projects.

6. **References.** Provide three public agency references including names, addresses and telephone numbers that may be contacted by CDOT staff.
7. **Commitment to meet DBE goals:**

Provide a plan delineating the anticipated disciplines of work/services to be provided by DBE firms for this project. Provide the names and qualifications for the prospective DBE firms that you plan to use to fulfill the minimum participation goals of 30% for DBE.

### **III. EVALUATION CRITERIA**

The Evaluation Committee will review the submittals in accordance with the following criteria:

1. Quality of the Technical Proposal:
  - A. Accurate and full understanding of the project scale, type, unique elements and general approach to achieve the project goals.
  - B. Demonstrated success of proposed approach/methodology in past or current similar projects.
  - C. Availability and strength of committed personnel and organizational staffing plan to accomplish the goals and objectives of the project.
  - D. Capacity to perform the Services within a reasonable time.
2. Commitment to meet the DBE goals.

### **IV. SELECTION**

The Request for Proposal will be reviewed by representative(s) from the Department of Transportation. The City may choose to conduct interviews, oral presentations and/or seek clarification from selected proposers. The final Selection(s) will be based on the Proposal which is most advantageous to the City on a project by project basis. Once determined, the Commissioner will seek the Chief Procurement Officer's concurrence.

Nothing in this RFP is intended to, nor will be deemed to operate, limit or otherwise constrain the authority, powers, and discretion of the Chief Procurement Officer as set forth in the Municipal Purchasing Act for Cities of 500,000 or More in Population, 65 ILCS 5/8-10-1 et.seq., as amended, and in the Municipal Code of the City of Chicago, as amended.

Cancellation. The City reserves the right to terminate this procurement at any stage if the Chief Procurement Officer determines it to be in the best interest of the City. In no event will the City be liable to Proposers for any cost or damages incurred by Proposers or other interested parties in connection with the procurement process, including but not limited to any and all costs of preparing the RFP and participation in any conferences, oral presentation or negotiations.

## **V. SUBMITTAL DUE DATE AND TIME**

Proposals must be received by the Chief Procurement Officer at the address shown in the RFP up to the date and time shown here. It is the Proposer's sole responsibility to see that the Proposal is received as stipulated. The Chief Procurement Officer may leave unopened any Proposal received after the date and time set for receipt of the Proposal. The time for the deadline of the Proposals will be determined solely by the clock located in the Bid & Bond Room. Any such unopened Proposals will be returned to the Proposer at the Proposer's expense. Proposers are responsible for the timely delivery of the submittal documents. Failure by a messenger delivery service or printing service to meet the deadline does not relieve the Proposer of the deadline for submittal of the Proposal. Proposal packages must be complete and contain the number of copies shown in the RFP document. The Chief Procurement Officer reserves the right to reject any Proposal which deviates from the Submittal Requirements. No additional or missing documents will be accepted after the due date and time except as may be requested by the Chief Procurement Officer.

One (1) ORIGINAL and TWO (2) copies of the response are to be submitted in a sealed envelope no later than 4:00 P.M., Chicago Time on **Tuesday, December 2, 2008** to:

Montel M. Gayles, Chief Procurement Officer  
Department of Procurement Services  
Bid & Bond Section  
City Hall-Room 301  
121 N. LaSalle Street  
Chicago, IL 60602

The outside of each envelope or package must be labeled:

**Request for Proposal ("RFP")**  
**Transit Design Construction Engineering**  
**Category 5: Streetscape, Riverwalk and Urban Landscape Design/Bloomington Trail**

**Specification No.: 69169**

**Due 4:00 P.M., Tuesday, December 2, 2008**

(Name of Proposer)

Package\_\_of\_\_

(Note: 1 of 3 must contain signatures and be marked **ORIGINAL**)

## **VI. CONFIDENTIALITY**

Responses to this RFP become the exclusive property of the City of Chicago. All documents submitted in response to this RFP may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in

each submittal which are marked as "Trade Secret," "Confidential" or "Proprietary." During the course of the submittal evaluation process or the course of the project, the Chief Procurement Officer will accept materials clearly and prominently labeled "Trade Secret," "Confidential" or "Proprietary" by the Proposer or other submitting party. The Chief Procurement Officer will not advise as to the nature of the content of the documents entitled to protection from disclosure, or as to the definition of trade secret, confidential or proprietary information. The Proposer or other submitting party is solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret," "Confidential" or "Proprietary" as it determines to be appropriate. Proposers that indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be considered non-responsive.

The Chief Procurement Officer will endeavor to advise the Proposer of any request for the disclosure of material so marked as "Trade Secret," "Confidential" or "Proprietary," and will give the Proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the Proposer, the Proposer is solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the Proposer of the request for disclosure, and the City will not be liable for any damages arising out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake or negligence on the part of the City of Chicago or its officers, employees, Consultants or subconsultants.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, the Proposer or other submitting party is responsible for prosecuting or defending any action concerning the materials at its sole expense and risk. If the City of Chicago is required to participate in such an action, the Proposer agrees to defend and indemnify the City of Chicago for any and all damages and costs arising in connection with the action (including but not limited to, reasonable attorneys' fees).

**Attachment 1:**

**Outline of Full-Time Personnel, Experience, and Availability**

**Key Team Personnel Proposed:**

| <b>PROPOSED<br/>ROLE</b> | <b>NAME OF<br/>INDIVIDUAL/<br/>FIRM</b> | <b>REFERENCED PAST<br/>PROJECTS (AND<br/>ROLE)</b> | <b>LOCAL (L) OR<br/>NON-LOCAL<br/>(NL) AT<br/>PRESENT</b> | <b>DATE<br/>(MO/YR)<br/>AVAILABLE<br/>FULL-TIME</b> |
|--------------------------|-----------------------------------------|----------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------|
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
|                          |                                         |                                                    |                                                           |                                                     |
| Other                    |                                         |                                                    |                                                           |                                                     |
| Other                    |                                         |                                                    |                                                           |                                                     |
| Other                    |                                         |                                                    |                                                           |                                                     |
| Other                    |                                         |                                                    |                                                           |                                                     |

**Attachment 1, continued:**

Firm Proposing as Prime Consultant:

|                                                                                            |                                                                                     |                                                                         |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|                                                                                            | <b>REFERENCED PREVIOUS<br/>PROJECTS OF SIZE<br/>SIMILAR TO PROPOSED<br/>PROJECT</b> | <b>REFERENCED PREVIOUS<br/>PROJECTS WITH CDOT OR IDOT<br/>AS CLIENT</b> |
| PROJECT                                                                                    |                                                                                     |                                                                         |
| FIRM'S NUMBER OF LOCAL ENGINEERS (i.e. presently located within<br>Chicago commuting area) |                                                                                     |                                                                         |
| FIRM'S NUMBER OF NON-LOCAL ENGINEERS                                                       |                                                                                     |                                                                         |

**Subconsultants and DBE/MBE/WBE Commitment:**

| <b>NAME OF PROPOSED<br/>SUBCONSULTANT FIRM</b> | <b>PROPOSED ROLE IN<br/>PROJECT</b> | <b>DBE<br/>MBE<br/>WBE</b> | <b>EXPECTED<br/>PARTICIPATION ON<br/>THIS PROJECT</b> |
|------------------------------------------------|-------------------------------------|----------------------------|-------------------------------------------------------|
|                                                |                                     |                            |                                                       |
|                                                |                                     |                            |                                                       |
|                                                |                                     |                            |                                                       |
|                                                |                                     |                            |                                                       |
|                                                |                                     |                            |                                                       |
|                                                |                                     |                            |                                                       |

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**  
**Department of Transportation**  
**Streetscape, Riverwalk and Urban Landscape Design - Bloomingdale Trail**

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**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 Agreement 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 (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 Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant 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.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide, with respect to the operations that Consultant or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death

of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6) Valuable Papers

When any plans, designs, drawings, records, reports, surveys, specifications and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Property

Consultant is responsible for all loss or damage to City property at full replacement cost.

Consultant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Consultant.

**B. ADDITIONAL REQUIREMENTS**

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to Execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement 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 Consultant.

Consultant 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 Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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

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

Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

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