

Request for Proposal ("RFP")

**RFP for Phase I and II Transit Design Engineering Services
Category 2: Elevated Transit Station Design
For Cermak Road EL CTA Green Line Station**

Specification No.: 98329

Requisition No.: 60788

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:

Jamie L. Rhee, 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, January 10, 2012**

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 Category 2: Transit Design Engineering for Cermak EL CTA Green Line Station**", the requisition and specification number and the time and the date specified for receipt. The name and address of the Respondent must also be clearly printed on the outside of the envelope(s) or package(s).

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

Brenda Chagoya, Contract Negotiator (312) 744-4902

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SCOPE OF SERVICES
Category 2: Elevated Transit Station Design
Phase I Design Engineering Services
Phase II Design Engineering Services

CERMAK ELEVATED CTA GREEN LINE STATION

CDOT seeks Phase I and Phase II Design Engineering and Architectural Services to prepare and complete Phase I and Phase II plans, specifications and estimates for the construction of a new Cermak Elevated Green Line Station.

This work consists of the design for the construction of a new Cermak Elevated Green Line Station with station house facilities located at grade level and center platform at track level. The new station design must be environmentally responsible and incorporate sustainable features where applicable. The work includes, but is not limited to: demolition or removal of existing structure either with or without adjacent rail traffic; structural steel and concrete fabrication, installation and/or modification of the existing structure carrying rail facilities in accordance with the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering; installation and/or modification of existing structures in accordance with applicable codes; fabrication, installation and/or modification of new and/or existing signal, communication, security, electrical, mechanical, structural and HVAC systems; architectural finishes, steel, concrete and finish work for station house and platform; civil, structural and utility work as required to support the operation of the new facility and restoration of adjacent site; track work, communications, signaling and other related rail operation support infrastructure modification, construction and replacement; fabrication and installation of vertical circulation elements (stairs, escalators and elevator); staging and temporary construction as required for the new station and to maintain operations; fare collection; and all other work related to the completion and successful operation of a transit facility.

The Design Consultant (DC) work will complete construction documents for a staggered island platform design. This will utilize the existing track centers and placing an island platform between them. The design will provide an 8-car platform. The overall platform length will be approximately 725 feet long and will provide a station entrance on the north side of Cermak Road. The canopy will cover six cars. The main station house opens to the south side of Cermak road and one leads to the north side of 23rd Street. The platform elevator is nearly centered on the platform.

The project must comply with ADA requirements and will include an elevator, stairs and escalators. The project will also include graphics, revenue collection equipment, customer assistance kiosk, and toilet room. The platform includes station platform and structure, power distribution, lighting and communications systems and graphics. Structural, civil and electrical engineering and architectural services are required for the stationhouse and platform. Roadway,

sidewalk, curb and gutter, traffic signals, drainage, utilities, resurfacing within the limits of the transit station improvement are required. Landscaping will also be required.

Construction staging documentation includes demolition, traffic and pedestrian control, and coordination of CTA systems. Utility and traffic staging is required and detailed plans must be prepared indicating roadway lane closures pre-approved by the Office of Emergency Management and Communications – Traffic Management Authority. The project is to be staged to allow the Green Line to remain open during construction. The project will utilize City TIF funds and will be administered by the CDOT Division of Engineering. The requested work requires MBE and WBE participation.

1. GENERAL REQUIREMENTS

a. Scope of Services

The DC will develop a detailed Scope of Services for the project. The Scope 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.

The draft Scope of Services must be submitted for review at the second meeting after notice of selection for a project. The final Scope of Services must be completed prior to the award of contract and must be incorporated into and serve as the DC's contract scope of services.

b. Quality Assurance Plan and Quality Control Procedures (QA/QC) Manual

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

- Management responsibility
- Design standards and documents
- Document control
- Process control
- Inspection and testing for construction
- Quality records and audit procedures
- Training

It is expected that the 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 Engineering 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 DC must attend regular bi-weekly status meetings held with the CDOT Division of Engineering Project Manager and staff. These meetings must be held in CDOT's offices and attended by CDOT, 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 three working days 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, and CDOT and CTA Standards for station and facility design especially as they relate to Computer-Aided Drafting. Where existing City of Chicago Design Standards exist, they must be converted to CAD format. The DC must have demonstrated capability to perform CAD drafting. It is expected that the DC has designers familiar with AutoCAD prior to the DC's Services.

e. Design and Construction Schedules

The 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 intermodal study, 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.

The DC must also prepare a Construction Schedule. The Schedule must show the major items of work to be performed by the construction contractor and subcontractors. It is expected that this Schedule will be refined as the design progresses and must be submitted to CDOT at the start of preliminary design, the end of preliminary design and with the 30%, 60%, 90% and 100% drawings. At a minimum, the Schedule must include:

- Mobilization;
- Demolition as appropriate;
- Utility Relocations;
- Long lead time material procurement;
- Structural construction;
- Architectural construction;
- Electrical construction;
- Mechanical construction;
- Signal/ track modifications;
- Roadway work;
- Drainage and utilities;
- Landscape and finish work.

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.

f. Document Preparation

Consultant must prepare all plans using AutoCad software. CDOT must receive a working electronic copy of all final documents. Project documents must be dimensioned in both English units in accordance with the latest IDOT standards on dimensioning practice.

Specifications for this project must be prepared in the Lump Sum categories. The specifications can include line items in the Schedule of Prices format along with an Add-

Deduct Schedule of Unit Prices provided for all Lump Sum Items in the Schedule of Prices.

All Part 1 and 2 specifications must be prepared using Word, and CDOT will be provided with a final electronic copy of all plans and specifications.

g. Estimates

Cost Estimates must be provided with the 30%, 60%, 90%, 100% and final Engineer's Estimate of Cost for construction. Cost estimates must be in a unit price format approved by CDOT. The DC must prepare an Engineer's Estimate of Cost which must be used as the basis for the evaluation of the bid tabulations. If the apparent low bid is more than ten percent over the Engineer's Estimate of Cost, CDOT retains the right to request the DC to redesign the project at no additional cost to CDOT in order to provide a design that is within the proposed budget. All cost estimates must be prepared and submitted in Excel format.

h. Administration

The DC must be responsible for all utility coordination and securing of all permits for all design work to be performed, including agreements with the affected railroads. The DC, through CDOT, must coordinate the work with other City agencies.

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.

i. Inspections

As part of its services, the DC must inspect the elevated structure. This inspection must be at a frequency, determined with CDOT staff, to ensure the safety of the public. Results of each inspection must be forwarded to CDOT, together with recommendation for remedial work, within 48 hours of the inspection.

j. Survey

DC must have a surveyor, licensed in the State of Illinois. The surveyor must survey all levels involved, as well as adjacent properties, as required for the building permit and construction.

k. Building Permit

The DC must prepare and submit the building permit application and four (4) sets of prints to the Department of Buildings. The DC is responsible for expediting the building permit plan review process and must provide all required surveys, information, and corrections requested by the Department of Buildings. Building Department review is to be completed prior to advertisement for bids. Upon Contract Award, the Contractor information will be added to the permit application and the Contractor will pay all building permit fees.

2. PHASE I - PRELIMINARY DESIGN

The requirements and deliverables for Phase I must conform to CDOT and CTA requirements.

The Phase I Preliminary Design must include, but not be limited to:

- A detailed inspection of the existing infrastructure to determine its current condition and make recommendations for repairs/ replacements as part of the station work. In particular, the column foundations within the projects limits need to be inspected for deterioration and load bearing capacity. CDOT must be notified in writing of the need for emergency or remedial repairs;
- Preparation of a report, which must include impacts on the transit passenger, pedestrian and vehicular traffic studies, traffic studies, environmental assessments and remediation as appropriate and required for a complete design;
- Evaluate three alternative layouts for stair(s), escalator(s) and elevator(s). For example, offset the station over the road so that two steps of stairs (one from each direction) meet at a common station house at street level, with an enclosed walkway off the station house to the elevator at the end of the platform, different auxiliary entrance options, including one on the north side of Cermak and/ or 23rd Street;
- Develop interior and exterior plans of each level, including layout of vending machines, fare array, toilet room, customer assistant booth, platform benches, shelters, trash cans;
- Test the soil for hazardous and / or unsuitable material;
- A Matrix and Analysis for code compliance including emergency exiting;
- An Accessibility Matrix and Analysis to demonstrate the station design will meet all ADA requirements;
- Prepare an analysis of the impacts of the station on the CTA signal system. This analysis should include recommendations and design for modifications or improvements to the signal system, this shall be included in the Phase II documents;
- The consultant should prepare a report on the impacts/ costs associated with relocating

existing utilities, and with bringing in new utilities needed to support the new facility;

- Preparation and submittal of 15 sets of outline specifications and of schematic designs and scoping documents at the 15% and 30% design levels with drawings sufficiently developed, including principal elements, dimensions, riser and single line diagrams, and key component sizes and types and locations;
- Attendance, as required, at all community meetings and preparation of all exhibits and other materials for these meetings, minutes of these meetings;
- Soil borings, testing and the preparation of soil profiles and report with recommendations;
- Modification of any Phase I documents to incorporate either CDOT or other agency comments;
- Preparation of support documentation for Phase I review by other agencies, including the Illinois State Historic Preservation Agency, the Chicago Plan Commission, the U.S. Coast Guard, the Army Corps of Engineers, the Illinois Environmental Protection Agency, the Illinois Department of Transportation-Division of Water Resources, MWRDGC and other agencies as required;
- Preparation of mailings to affected property owners, to affected agencies, to other City agencies and to other parties as required;
- Inspection of City sewers adjacent to the project including television inspection of existing sewers, hydrologic and hydraulic studies and recommendations as required obtaining approvals needed from the Chicago Department of Water Management for the project;
- The cost estimate (all design submittals), prepared on a construction trades category basis, in sufficient detail to permit a review of the design and to make value engineering reductions or substitutions in the Scope of Services as may be necessary to keep the project within the budget;
- Written descriptive material to illustrate the scope of renovation work and preliminary engineering calculations;
- Process and complete the Office of Underground Coordination

As part of Phase I, the DC must prepare a listing of all plans and specifications required for the project.

3. PHASE II - FINAL DESIGN

DC must commence Final Design to complete the construction documents the contractor will bid on. The design must be prepared in accordance with the general requirements noted above.

DC must examine for compliance all applicable governmental and agency requirements including but not limited to the following:

- Chicago Building Code and Zoning Ordinance;
- All applicable design and construction standards and criteria;
- Requirements and Electrical and Design Criteria requirements;
- Federal Register 49 CFR parts 27, 37, and 38 – transportation for individuals with disabilities; final rule
- Federal Register 40 CFR parts 62, National Emission Standards for hazardous air pollutants; asbestos, N.E.S.H.P. revision; final rule
- Federal Register 36 CDR part 1190, Minimum Guidelines for Accessibility Design; Federal Register 36 CFR part 1191; ADA, Accessibility Guidelines for buildings and Facilities; Transportation Facilities.

Four submittals must be made by the DC in Final Design: TS&L Report (30% completion), Preliminary (60% completion), Pre-final (90% completion) and Final Submittal, which must incorporate comments from CDOT, CTA and other agencies.

All drawings, specifications, and other documents produced by the Consultant are to comply with pertinent requirements. All design, construction and/or alterations of buildings or other fixed facilities should be in conformance with either appendix A to part 37 or title 49, or the Uniform Federal Accessibility Standard, 41, CFR part 101-19 subpart 101-19.6, appendix A.

Final Design must include the preparation of 4 renderings, any Addenda required, attendance at any pre- bid meetings, and review of all proposals, preparation of all bid tabulations and recommendation for award. Final Design drawings are to be submitted to the MOPD and Building Department for Building Permit processing prior to bid.

Following the approval of 90% documents and cost estimate by the City of Chicago and incorporation of review comments from CTA and CDOT, the DC must prepare the final and complete contract bid plans. These documents must be fully reviewed, corrected and ready for advertisement for bids. The DC will supply CDOT two full-size bonded copies of the construction documents, ten half-size bonded copies, ten specifications of Book I, Book II and Book III, and one hundred discs of the construction documents in PDF format containing the construction documents, structural calculations, soil reports, historical documentation and specifications for bid advertisement.

II. PROPOSAL SUBMITTAL REQUIREMENTS

1. **Format.** Proposals must be prepared on standard 8 ½/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.

2. **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. Proposers submitting for more than one project within the RFP must demonstrate the ability to do more than one project with separate teams, or demonstrate efficiencies within a team.
3. **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 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.

4. **Key Personnel & Organizational Chart.** Identify the project manager and key personnel committed to provide the Services within the proposed schedule, state their role and areas of responsibility/activities on **Attachment 1**. Provide an organizational chart of team firms that will be performing on this Project. Include involvement by MBE/WBE firms.

Resumes of all key personnel must be submitted.

5. **Commitment to meet MBE/WBE goals.** Provide a plan delineating the various anticipated categories and/or disciplines of work/services to be provided by MBE/WBE firms. Provide the names and qualifications for the prospective MBE/WBE firms that you plan to use to fulfill the minimum participation goals of 25% MBE and 5% WBE.
6. **Respondent Pre-Qualification.** Respondents submitting a proposal in response to this RFP must be currently pre-qualified in the applicable Project Category(ies) or must submit a Pre-Qualification Submittal to the City prior to the proposal due date of this RFP. The Pre-Qualification RFQ is a separate document available in the Bid and Bond Room.

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 MBE/WBE goals.

IV. SELECTION PROCESS

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, January 10, 2012 to:

Jamie L. Rhee, 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:

**"RFP for Category 2: Transit Design Engineering
For Cermak EL CTA Green Line Station
Requisition No. 60788 ~ Specification No. 98329"**

Due 4:00 p.m., Tuesday, January 10, 2012

(Name of Respondent)
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 Respondent 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 Respondent 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. Respondents 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 Respondent of any request for the disclosure of material so marked as "Trade Secret," "Confidential" or "Proprietary," and will give the Respondent 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 Respondent, the Respondent is solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the Respondent 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 Respondent, the Respondent 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 Respondent 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:

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

Attachment 1, continued:

Firm Proposing as Prime Consultant:

	REFERENCED PREVIOUS CM/E PROJECTS OF SIZE SIMILAR TO PROPOSED PROJECT(S)	REFERENCED PREVIOUS CM/E PROJECTS WITH CDOT OR IDOT AS CLIENT
PROJECT 1		
PROJECT 2		
PROJECT 3		
FIRM'S NUMBER OF LOCAL ENGINEERS (i.e. presently located within Chicago commuting area)		
FIRM'S NUMBER OF NON-LOCAL ENGINEERS		

Subconsultants and MBE/WBE Commitment:

NAME OF PROPOSED SUBCONSULTANT FIRM	PROPOSED ROLE IN PROJECT(S)	MBE WBE	EXPECTED PARTICIPATION ON THIS PROJECT

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Transportation
Category 2: Elevated Transit Station Design
Phase I&II Professional Design Engineering Services
Cermak Road EL CTA Green Line Station

The Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the 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 \$1,000,000 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 CG 21 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 or 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 work to be performed, the 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 or caused to be provided, 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 \$3,000,000. 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 three (3) 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, media, data, 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 but not limited to material, equipment, tools and supplies), owned, rented, or used by Consultant.

B. ADDITIONAL REQUIREMENTS

The 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. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) 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 requirements of Agreement. 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 Consultant to obtain and maintain the specified coverages. The 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 herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Consultant must provide for sixty (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.

The 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 the Consultant under the 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.

The Consultant must require all subcontractors to provide the insurance required herein, 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.