Request for Qualifications (“RFQ”)
for

Bridge Design Engineering Services for
Group 1 and Group 2 (Task Order Requests)

Requisition No: 81037
Specification No. 116875

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. Central Standard Time, on
October 23, 2013

Responses must be submitted in sealed envelope(s) or packages(s). The outside of the package
or envelope must clearly indicate the project description, “RFQ for Bridge Design Engineering
Services for Group 1 and Group 2 (Task Order Requests)” the requisition 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, Senior Procurement Specialist, (312) 744-4902
TABLE OF CONTENTS

I. Introduction
II. Detailed Project Scope of Services
III. RFQ Submittal Requirements
IV. Evaluation Criteria
V. Selection
VI. Submittal Due Date & Time

Attachment 1 - Outline of Full-Time Personnel, Experience and Availability

Contract Insurance Requirements Group 1 and Group 2
I - INTRODUCTION

The City of Chicago ("City"), acting through its Chicago Department of Transportation ("CDOT" or "Department"), invites the submission of Qualifications ("Proposal" or "Response") for Bridge Design Engineering Services for Group 1 (Task Order Requests) Bridge Design Engineering Services for Group 2 (Task Order Requests). A current Pre-Qualification status is required in all the Project Categories within a Group (see Section II). The intent of the Request for Qualifications ("RFQ") is to identify qualified Respondents having demonstrated experience, expertise and resources to provide one or more of the Services as further described in the Scope of Services. This RFQ is open to all qualified respondents that have been pre-qualified by CDOT and the Department of Procurement Services ("DPS") or IDOT.

Respondents must include their company’s current prequalification letter from DPS for specified categories for Group 1 and/or Group 2, as applicable or current IDOT prequalification. Respondents who are not currently prequalified may respond to this RFQ by concurrently submitting a prequalification to IDOT and include evidence of their prequalification submittal to IDOT in the relevant categories in their Proposal package.

Information regarding the IDOT prequalification program can be found here:

http://www.dot.state.il.us/desenv/preqcons.html

"Respondent(s)" means the entities that submit Proposals in response to this RFQ. The Respondent(s) awarded an Agreement pursuant to this RFQ, if any, are sometimes referred to herein as "Consultant(s)." "Agreement" refers to an agreement awarded to a Consultant.

Respondent(s) with demonstrated experience in providing the Services identified herein, and with an interest in making these Services available to the City are invited to submit a Proposal. Respondents are required to identify all resources that will be necessary to complete the Services identified in the Scope of Services.

Successful Respondents will be awarded a master agreement and will be qualified to respond to and submit proposals for Task Order Requests for project specific Task Order Services as further described below.
II. DETAILED PROJECT SCOPE OF SERVICES

CDOT requires preliminary and final engineering design services for project on the City’s bridge, viaduct or structures inventory. The services are task order driven and will be determined as a result of ongoing CDOT work. The preliminary and final design work will include cost-effective selection of rehabilitation and replacement of existing facilities. The projects will be administered by the CDOT Division of Engineering and, depending on fund source, will require DBE (federal) or MBE/WBE (City or State) participation.

GROUP 1: Category 1 (Simple Highway Bridges) and Category 2 (Typical Highway Bridges)
BRIDGE DESIGN ENGINEERING SERVICES (TASK ORDER REQUESTS)

CDOT anticipates Federal, State and/or local funds will be used for these projects.

The upper limit for this scope of services is $5,000,000 in engineering costs.

The design consultant must be CDOT or IDOT Prequalified for all of the above listed IDOT categories.

GROUP 2: Category 3 (Advanced Typical Highway Bridges), Category 4 (Complex Highway Bridges), Category 6 (Movable Bridges) and Category 7 (Major Bridges)
BRIDGE DESIGN ENGINEERING SERVICES (TASK ORDER REQUESTS)

CDOT anticipates Federal, State and/or local funds will be used for these projects.

The upper limit for this scope of services is $5,000,000 in engineering costs.

The design consultant must be CDOT or IDOT Prequalified for all of the above listed categories.

ADDITIONAL SCOPE OF SERVICES (Applicable to both Projects)
Design Consultant (“DC”) Services General Requirements are as follows:


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

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, Bridge Section 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.

**Meetings**
The DC must attend regular bi-weekly status meetings held with the CDOT Division of Engineering, Bridge Section 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.

The DC may be asked to attend coordination meetings as deemed appropriate by CDOT staff and assist the CDOT staff in preparation of agenda and other support documentation.

**Design Standards**
The design must incorporate IDOT Standards for Bridge and Highway design, and CDOT or CTA Standards for station and facility design especially as they relate to Computer-Aided Drafting. The DC must have demonstrated capability to perform CAD drafting.

**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 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 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% drawings. At a minimum, the Schedule must include:

- Mobilization;
- Demolition as appropriate;
- Utility Relocations;
- Long lead time material procurement;
- Structural construction;
- Architectural construction;
• Mechanical construction;
• 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.

**Document Preparation**
All plans, except those which incorporate existing CDOT plans for rehabilitation, must be prepared using AutoCAD or MicroStation software. Bridge projects must follow IDOT CAD standards. CDOT must receive an electronic copy of all final plans. Final plans for bridge projects must be plotted on 24 inch x 26 inch size mylar sheets. Interim plan submittal may be plotted on vellum. Project documents must be dimensioned in English units in accordance with the latest IDOT standards on dimensioning practice.

Specifications for bridge projects must be prepared in the IDOT Special Provision format using the IDOT Standard Specifications for Road and Bridge Construction, Supplemental Provisions, Special Bridge Provisions and other IDOT Specifications.

Supplemental Provisions, Special Bridge Provisions and other IDOT Specifications. Specifications must utilize a line item Schedule of Prices

All Part 1, 2 and 3 specifications must be prepared using Word, and CDOT must be provided with an electronic copy of all specifications in MSWord and Adobe Acrobat pdf.

**Estimates**
The DC is responsible for the preparation of cost estimates 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 in Excel format.

**Administration**
The DC is 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 all plats for temporary and permanent easements and must assist CDOT in the identification of same. The DC must secure temporary use permits, easements and/or right-of-way agreements from affected property owners. The DC must contact all appropriate agencies for which force work estimates are required. The DC must prepare letters on CDOT’s behalf, if asked to do so, requesting this information and must monitor the progress of all easements and force work requests necessary for construction. 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.

**Inspections**
As part of its work, the DC must maintain inspection surveillance on the structure to be designed. This inspection must be at a frequency, determined together with CDOT staff, to ensure the safety of the community. Results of each inspection must be forwarded to CDOT, together with recommendation for remedial work, within 48 hours of the inspection.

**Survey**
A surveyor, licensed in the State of Illinois, must survey all transit facility project levels involved, as well as adjacent properties, as required for building permit and construction.

**Phase I - Preliminary Design**
The requirements and deliverables for Phase I must conform to IDOT and CDOT requirements.

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

- A detailed inspection of the bridge, viaduct or structure to determine its current condition, need for any emergency or remedial repairs, and need for ongoing monitoring of the conditions identified by the DC. CDOT must be notified in writing of the need for emergency or remedial repairs;

- Testing, which must include removal of concrete cover, coupon testing, concrete cores, delamination testing and other non-destructive tests as deemed appropriate by the DC in consultation with CDOT to determine the condition of any members or elements to remain;

- Preparation of a Bridge Condition Report (BCR) following the IDOT and CDOT requirements which must substantiate the final scope of the project and be signed by a Licensed Structural Engineer in the State of Illinois. The BCR must evaluate alternative structure types and repair/rehabilitation options and provide detailed costs for construction and force work;

- Preparation of the appropriate type environmental report, generally expected to be a Project Development Report (IDOT BLR 5250). The environmental report preparation must include traffic studies, intersection and geometric design studies, environmental assessments and remediations as appropriate, right of way acquisitions, and other requirements, as dictated by CDOT;

- Preparation of scoping documents which must consist of TS&L Plans (30% completion);

- Attendance, as required, at all community meetings and preparation of all exhibits and other materials for these meetings or CDOT Community Newsletters;

- Soil borings, testing and the preparation of soil profiles;
- 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 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 to obtain approvals needed from the Chicago Department of Sewers for the project.

**Phase II - Final Design**
The designs must be prepared in accordance with the general requirements noted above.

If not previously submitted as part of Phase I, the DC must prepare a listing of all plans and specifications to be developed for this work. Additionally, when required, the other elements of Phase I design must be added to the scope of the Phase II work if required to provide a complete design.

Three submittals must be made by the DC in Final Design: Preliminary (50% completion), Pre-final (95% completion) and Final Submittal, which must incorporate comments from CDOT and other agencies.

Final Design must include the preparation of any Addenda required, attendance at any pre-bid meetings, review of all proposals, preparation of all bid tabulations and recommendation for award.

**Task Order Requests**
Consultants awarded master agreements pursuant to this RFQ will be eligible to respond to Task Order Requests. Services will be determined on an as-needed basis and as described on a Task Order Request (“TOR”).

All services provided by the Consultant (the “Services”) must be authorized by a written Task Order. Consultant acknowledges and agrees that CDOT is under no obligation to issue any TOR through this solicitation and that award of a master agreement does not guarantee any specific number or value of Task Order projects.

CDOT will issue TOR requesting a proposal from the Consultant for certain scope of services specified. The TOR will describe the project; establish the services to be performed, and set forth the timeline for the completion of services requested therein. Consultant must respond by submitting a Proposal that must include, but is not limited to the following: cover letter,
understanding and approach, deliverables, project schedule, detailed cost breakdowns in such
detail as required for the specific task, all documentation required to substantiate compliance
with the DBE/MBE/WBE participation requirements, fee, list of key personnel and all other
associated substantiation documentation required under the TOR. Consultant’s Proposal must
conform to the terms of the TOR and the terms and conditions of the Agreement. Costs
associated with the preparation of TOR Proposals are not compensable under the Agreement.

Upon acceptance of Consultant's Proposal (subject to negotiation of terms and conditions by
CDOT and Consultant, and in conformity with the terms of the Agreement), CDOT may, by
written Task Order, direct Consultant to perform the Task Order services. Upon receipt of
written approval of the Task Order from both the Commissioner and the Chief Procurement
Officer (“CPO”), and an executed Blanket Release, Consultant will commence performance of
the Services. If the Task Order services are subject to the approval by IDOT or FHWA, then
Consultant must not commence its performance of the Services unless directed to do so by
CDOT.

III. RFQ 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) 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 RFQ schedule, and stating to which
   Group(s) the submission is directed. Proposers submitting for more than one Group within
   the RFQ must demonstrate the ability and qualifications for both Groups with separate teams,
   or demonstrate efficiencies within a team.

   Respondents submitting a proposal in response to this RFQ must be currently pre-qualified in
   the applicable categories or must submit a Pre-Qualification Submittal to the City prior to the
   proposal due date of this RFQ. The Pre-Qualification, Request for Qualification “RFQ”, is a
   separate document available in the Bid & Bond Room.

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, and 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.

5. **Commitment to meet MBE, WBE and DBE goals:**

Provide a plan delineating the various anticipated categories and/or disciplines of work/services to be provided by MBE, WBE and DBE firms. Provide the names and qualifications for the prospective MBE and WBE firms that you plan to use to fulfill the minimum participation goal of 25% and 5%, respectively, and DBE firms that you plan to use to fulfill the minimum participation goal of 27%.

**IV. 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 and DBE goals.**
V. SELECTION

The Request for Qualifications 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 respondents. 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. Please note that the actual expiration date of any of the Master Agreements will coincide with the completion of the final Task Order issued pursuant to such Master Agreement; the extension option affords CDOT the opportunity to issue Task Orders pursuant to the Master Agreement for an additional two years.

Nothing in this RFQ 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.

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 RFQ 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 RFQ 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 RFQ 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., Central Standard Time on October 23, 2013, to:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Section
City Hall-Room 301
121 N. LaSalle Street
Chicago, Illinois  60602

The outside of each envelope or package, as appropriate to the project(s) being submitted for, must be labeled:

RFQ for Bridge Design Engineering Services for Group 1 (Task Order Requests)

RFQ for Bridge Design Engineering Services for Group 2 (Task Order Requests)

Requisition No: 81037
Specification No: 116875
Due 4:00 p.m., October 23, 2013

(Name of Respondent)
Package __ of __

(Note: 1 of 3 must contain original authorized signatures and be marked ORIGINAL)
ATTACHMENT 1:

Outline of Full-Time Personnel, Experience, and Availability

Key Team Personnel Proposed:

<table>
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<tr>
<th>PROPOSED ROLE</th>
<th>NAME OF INDIVIDUAL/ FIRM</th>
<th>REFERENCED PAST PROJECTS (AND ROLE)</th>
<th>LOCAL (L) OR NON-LOCAL (NL) AT PRESENT</th>
<th>DATE (MO/YR) AVAILABLE FULL-TIME</th>
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Outline of Full-Time Personnel, Experience, and Availability, continued:

Firm Proposing as Prime Consultant:

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<tr>
<th>PROJECT</th>
<th>REFERENCED PREVIOUS PROJECTS OF SIZE SIMILAR TO PROPOSED PROJECT(S)</th>
<th>REFERENCED PREVIOUS PROJECTS WITH CDOT OR IDOT AS CLIENT</th>
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<td>PROJECT 3</td>
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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/DBE Commitment:

<table>
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<tr>
<th>NAME OF PROPOSED SUBCONSULTANT FIRM</th>
<th>PROPOSED ROLE IN PROJECT(S)</th>
<th>MBE/WBE/DBE</th>
<th>EXPECTED PARTICIPATION ON THIS PROJECT</th>
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PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Transportation
RFQ for Bridge Design Engineering Services for Group 1 (Task Order Requests)
Simple Highway Bridges and Typical Highway Bridges

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 additional work or Services, 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. Coverage must include United States Long Shore and Harbors Workers, Jones Act when applicable.

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 work or Services for the Consultant must maintain limits of not less $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 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 work or Services for the Consultant must maintain limits of not less $1,000,000 with the same terms herein.

4) Professional Liability

When any architects, engineers 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 $5,000,000. Coverage must include pollution liability if environmental site assessments will be done. 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 professional Services for the Consultant must maintain limits of not less $1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, media, data, specifications and 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 recreation and reconstruction of such records.

6) Railroad Protective Liability (if applicable)

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide or cause 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.

7) Marine Protection & Indemnity (if applicable)

When Consultant undertakes any marine operation in connection with this Agreement, Consultant must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than $1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

8) Property

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.

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

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 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.
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 additional work or Services, 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. Coverage must include United States Long Shore and Harbors Workers, Jones Act when applicable.

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 work or Services for the Consultant must maintain limits of not less $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 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 work or Services for the Consultant must maintain limits of not less $1,000,000 with the same terms herein.

4) Professional Liability

When any architects, engineers 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 $5,000,000. Coverage must include pollution liability if environmental site assessments will be done. 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 professional Services for the Consultant must maintain limits of not less $1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, media, data, specifications and 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 recreation and reconstruction of such records.

6) Railroad Protective Liability (if applicable)

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide or cause 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.

7) Marine Protection & Indemnity (if applicable)

When Consultant undertakes any marine operation in connection with this Agreement, Consultant must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than $1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

8) Property

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.

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

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall,
Room 806, 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 insurance 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.