

**REQUEST FOR INFORMATION**

**REGARDING AN INNOVATIVE PROJECT DELIVERY APPROACH FOR  
BRIDGE REPLACEMENTS OF SN 050-0041, WHICH CARRIES US 34/IL 23 OVER LITTLE  
INDIAN CREEK, AND SN 050-0058, WHICH CARRIES US 52 OVER THE FOX RIVER**

**BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

**RFI Title:** Request for Information – Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River

**RFI Issuance Date:** January 31, 2025

**Response Due Date:** February 14, 2025

**Response Due Time:** 4:00 p.m. Central Time

**Response Page Limit:** 25 pages

**Industry Forum:** February 24, 2025, 10:00 a.m. Central Time

**One-on-One Meetings:** February 24-28, 2025

**Forum Location Information:** Somonauk Public Library District Meeting Room  
700 E Lasalle St, Somonauk, IL 60552

**Contract No.:** 66P04

**Official Procurement Site Bulletin:** <https://webapps1.dot.illinois.gov/WCTB/LbHome>

<p><b>QUESTIONS:</b> Questions regarding the RFI should be directed to:</p> <p><b>Michael Stirk</b> Illinois Department of Transportation Bureau Chief of Innovative Project Delivery Office of Planning and Programming 69 West Washington Street, Suite 2100 Chicago, Illinois 60602 <a href="mailto:DOT.IPD.US34-52BridgesProject@illinois.gov">DOT.IPD.US34-52BridgesProject@illinois.gov</a></p>	<p><b>SUBMITTALS:</b> Send RFI response by the above due date and time electronically to: <a href="mailto:DOT.IPD.US34-52BridgesProject@illinois.gov">DOT.IPD.US34-52BridgesProject@illinois.gov</a></p> <p>Responses received after the deadline or not submitted in the manner specified may not be accepted, at IDOT's discretion.</p> <p>If requesting a one-on-one meeting, email the RFI One-on-One Meeting Request Form by <b>February 14, 2025</b>, at 4:00 p.m. Central Time to: <a href="mailto:DOT.IPD.US34-52BridgesProject@illinois.gov">DOT.IPD.US34-52BridgesProject@illinois.gov</a></p>
---	--

## 1. INTRODUCTION

Illinois Department of Transportation (“IDOT”) is issuing this Request for Information (“RFI”) in connection with the Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River Project (the “Project”). This RFI is issued consistent with the provisions of the Innovations for Transportation Infrastructure Act, 630 ILCS 10/1 et seq. (the “Act”), as well as other Illinois laws. The RFI is intended to elicit responses to the questions presented in the attached RFI Questionnaire and to provide IDOT with an opportunity to receive feedback prior to an industry forum and associated one-on-one meetings with industry participants.

The purpose of this RFI is to generate responsive information to help IDOT confirm or refine certain assumptions in connection with the innovative procurement and delivery of the Project. This RFI is intended solely to obtain such information to assist IDOT on an administrative level. IDOT will consider responses to this RFI in connection with the potential advancement of the referenced Project utilizing a Design-Build (“DB”) delivery method.

This RFI does not constitute a Request for Qualifications (“RFQ”), a Request for Proposals (“RFP”), or other solicitation, or any other type of procurement process for the Project. Moreover, this RFI does not represent a commitment to issue an RFQ or an RFP in the future. Therefore, those choosing to respond to this RFI will not, merely by virtue of providing any manner of response, be deemed to be “bidders” or “proposers” on the Project in any sense, and no such respondent will have any preference, special designation, advantage or disadvantage whatsoever in any subsequent procurement process, if initiated by IDOT, related to the Project. Furthermore, submission of a response to this RFI will not be considered a prerequisite to a response to an RFQ, RFP, or other procurement solicitation, should one be issued in the future.

## 2. THE PROJECT

The Project consists of the replacement of the following two bridges:

1. replacement of the bridge carrying US 34 over Little Indian Creek (SN 050-0041) near Leland in LaSalle County, and
2. replacement of the bridge carrying US 52 over the Fox River (SN 050-0058) in LaSalle County

### **Project Description and Scope**

#### US 34 over Little Indian Creek Bridge Replacement

The US 34 over Little Indian Creek bridge replacement scope includes all activities associated with the replacement of the bridge carrying US 34 over Little Indian Creek (SN 050-0041). The bridge is located 4 miles west of Somonauk and a half mile west of the eastern junction of US 34 and Route 23 in LaSalle County, Illinois.

The existing structure (SN 050-0041) was built in 1952 with a 7" deck slab which carries US 34 over Little Indian Creek. The structure is a three span, cast-in-place concrete tee beam bridge with spans 1 & 3 at 44'-9" and span 2 at 58'-3". The structure is on closed concrete abutments and pile supported concrete piers. The structure measures 152'-9 1/4" back-to-back of abutments and 35'-8" out to out of deck. The clear roadway width is 30'-0" face to face of railings consisting of two (2) 12' travel lanes with 3' shoulders. The bridge rails are supported on 2'-10" wide concrete

curbs. The structure is on a 10-degree skew located on a tangent horizontal alignment. The existing vertical grade across the bridge is 0.14% (downgrade) from west to east.

On August 16, 2023, a load rating inspection was performed due to cracks discovered at all five T-Beams. All T-beams have shear cracking in the center span west of the east pier that required immediate bridge closure. Prior to the August 2023 bridge closure, the National Bridge Inspection Standards condition ratings were "4" (Poor) for the deck and superstructure and "6" (Satisfactory) for the substructure. The north fascia beam has exposed reinforcement with section loss in the east span. Numerous beam ends have cracking, spalls and exposed reinforcement. Expansion joints are leaking and in poor condition. A temporary support system was installed in span 2 and the bridge was re-opened to traffic in January 2024 under legal loads only.

The proposed improvement is to remove and replace the existing bridge structure. Span configuration of the new bridge shall provide optimum hydraulic and scour preventative measures. The location and proposed typical section of the US 34 over Little Indian Creek bridge replacement is shown below.

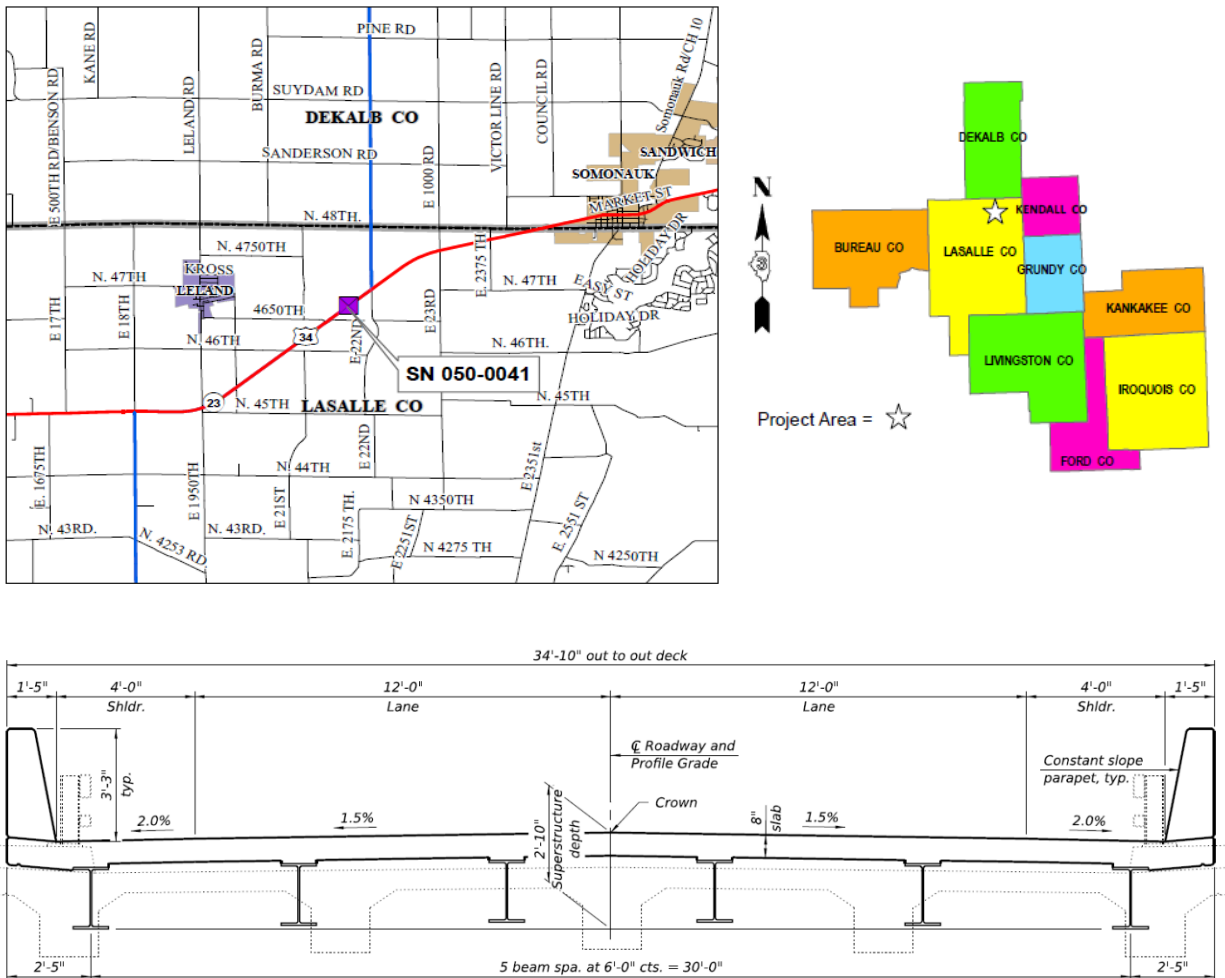


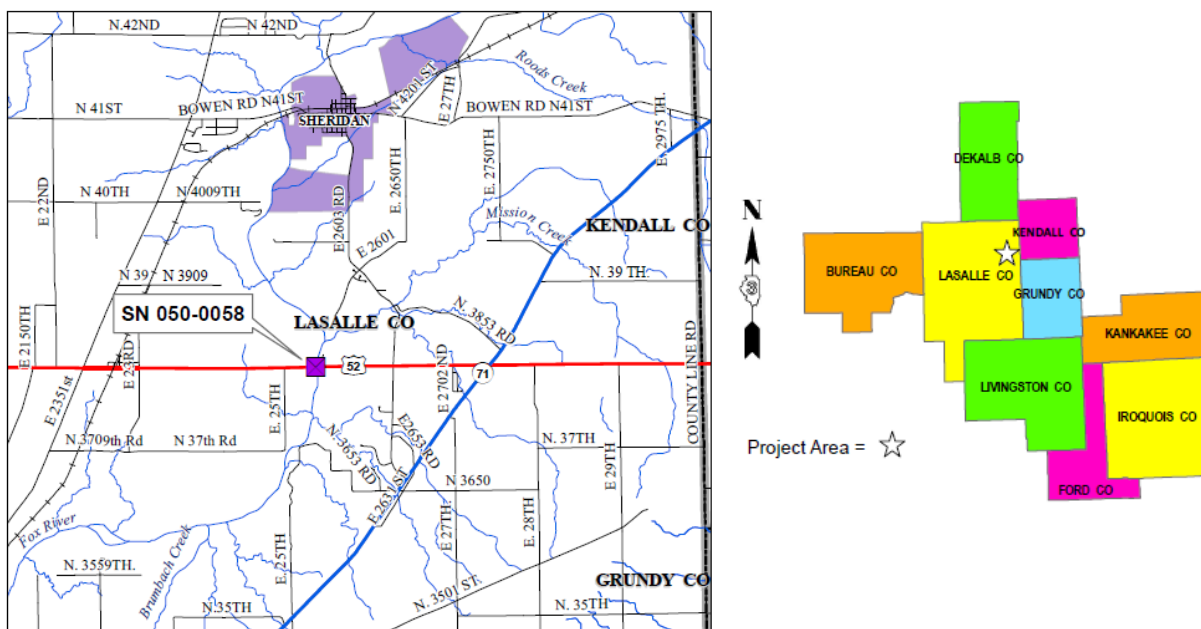
Fig: Location and potential typical section for US 34 over Little Indian Creek bridge replacement

## US 52 over the Fox River Bridge Replacement

The US 52 over Fox River bridge replacement scope includes the replacement of the bridge carrying US 52 over the Fox River (SN 050-0058). The bridge is located 2.1 miles west of IL 71 in LaSalle County, Illinois.

The existing structure (SN 050-0058) was built in 1931 with a 7 1/2" deck slab which carries US 52 over the Fox River. The structure is a five-span, reinforced concrete open spandrel deck arch bridge supported on reinforced concrete vaulted abutments at the ends and four intermediate reinforced concrete piers. Main spans 1 and 5 are 77'-9" long and main spans 2 through 4 are 80' long. The structure measures 459'-0" long back-to-back of abutments and 35'-2" wide out to out of deck. The clear roadway width is 32' face to face of parapet curbs consisting of 11' travel lanes and 5' shoulders. The structure carrying US 52 was reconstructed in 1980, the superstructure was removed to the top of each arch and reconstructed with new spandrel columns, floor beams, deck, and parapets. The deck was widened from 26'-4" to an out to out of 35'-2". In 2015, the existing deck was resealed. The roadway section of US 52 has been resurfaced multiple times since the structure was constructed, the most recent was in 2005.

The proposed improvement is to remove and replace the existing bridge structure. Additional work on the roadway will be required to account for the profile change for the structure, which include but is not limited to building up the approach pavement, resurfacing the roadway and paved shoulders, extending/upgrading guardrails, driveway relocation, paved ditch, and earthwork/grading. The location and proposed typical section of US 52 over the Fox River bridge replacement is shown below.



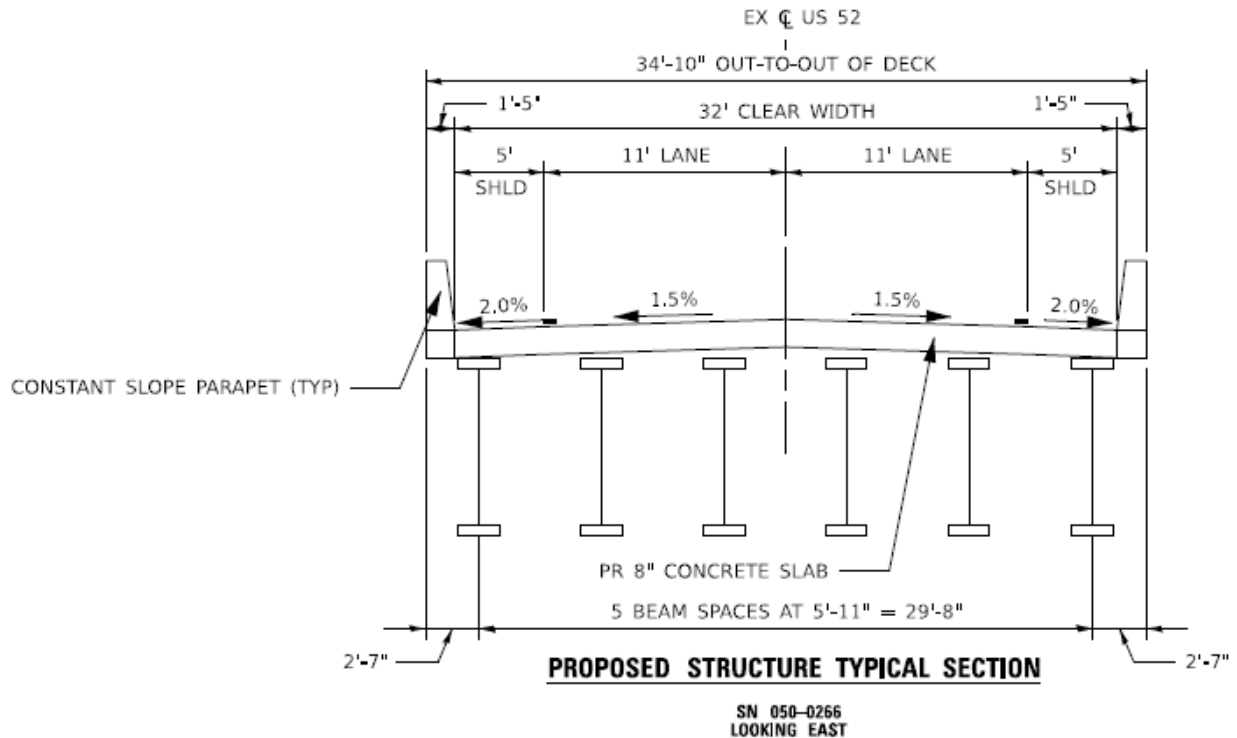


Fig: Location and potential typical section for US 52 over Fox River bridge replacement

## Project Goals

The following goals have been established for the Project:

1. replace US 34 over Little Indian Creek and US 52 over Fox River bridges to improve safety and minimize construction impacts to the traveling public, adjacent property owners, adjacent construction projects by the District in the vicinity of US 34 and US 52 bridges, and local community;
2. construct US 34 bridge within the existing Right-of-Way ("ROW");
3. construct US 52 bridge with minimum proposed permanent and temporary easements;
4. minimize future maintenance, maintain/improve freeboard/hydraulic opening, bridge replacements are completed in one construction season even if not constructed concurrently, are delivered within budget, allow for future staged maintenance/rehabilitation, and minimize any environmental impacts;
5. through coordination with industry and the DB delivery process, accelerate the replacement of US 34 over Little Indian Creek and US 52 over Fox River bridges;
6. promote and build confidence in DB delivery to establish DB as a delivery method of choice for this and future projects; and
7. target and encourage Disadvantaged Business Enterprises ("DBE") participation

### 3. PROJECT DELIVERY AND PROCUREMENT

As stated in the Notice of Intent for the Project issued on January 21, 2025, IDOT is currently anticipating procuring and delivering the Project utilizing a DB delivery method. IDOT previously evaluated a variety of innovative/alternative delivery models in addition to DB, including Progressive Design-Build, Construction Manager/General Contractor, and a traditional Design-Bid-Build delivery model. Utilizing IDOT’s Innovative Project Delivery Manual and Guidelines, the Bureau of IPD, in coordination with IDOT District 3 initiated a two-step Project Identification and Screening Process that included a Multi-Year Program Gating Process (Step 1) and Project Readiness and Selection Process (Step 2) and determined that a DB delivery is in the best interests of the State for the Project.

IDOT may use a two-phase procurement process to select a contractor (“DB Contractor”) to deliver the Project. In the first phase, an RFQ will be issued to solicit information from Proposers that IDOT will evaluate to determine the most qualified Proposers to successfully deliver the Project.

In the second phase, IDOT will issue an RFP for the Project to the shortlisted Proposers. In response to the RFP, each Proposer will submit a Technical Proposal including but not limited to understanding of the design elements and Project approach, and a Price Proposal including a lump sum amount to perform the design and construction services for the Project. IDOT intends to award the Project to the Proposer offering the highest ranked, responsive Proposal, to be determined as described in the RFP.

Once the highest ranked Proposer is selected by IDOT, the contract (“DB Contract”) will be executed and IDOT will issue a Notice to Proceed in accordance with the DB Contract.

The following is a preliminary schedule if the DB procurement is pursued and is subject to change:

<b>Milestone</b>	<b>Date</b>
Issue RFQ	March 2025
Notification of shortlisted Proposers	June 2025
Issue Draft RFP	June 2025
Issue Final RFP	September 2025
Notification of Selection	November 2025
DB Contract Award	December 2025

#### 4. DBE PARTICIPATION

It is the policy of IDOT that DBE, as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. IDOT has established a DBE program in accordance with regulations of the United States Department of Transportation, 49 CFR Part 26 and the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/4), as well as the federal contractual requirements set forth in Federal Highway Administration Form 1273. Additional DBE requirements will be set forth in the RFP and DB Contract.

#### 5. INFORMATION REQUESTED

In issuing this RFI, IDOT is seeking the non-binding views, opinions, and feedback of potential respondents on the key risks, technical aspects and commercial terms of the Project as mentioned in the Indicative Terms of the Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River (“DB Term Sheet”) provided with this RFI. IDOT intends to use the information gathered through responses to this RFI and in the one-on-one meetings referenced in Section 6 below to confirm or refine certain assumptions; evaluate the provisions of the DB Contract; and inform the schedule, scope, and technical requirements of a potential procurement under a DB project delivery method for the Project. This RFI does not commit IDOT to any procurement or any specific form of procurement, including a potential DB procurement.

**Responses to this RFI must be submitted by email to [DOT.IPD.US34-52BridgesProject@illinois.gov](mailto:DOT.IPD.US34-52BridgesProject@illinois.gov) no later than February 14, 2025, at 4:00 p.m. Central Time.**

An electronic version of the written response (in a searchable format) shall be no longer than 25 - 8.5” x 11” single-sided pages, using a type font size no smaller than 12-point. Respondents are encouraged, but not required, to respond to each question in the RFI Questionnaire. Marketing materials are not to be submitted as part of a written response.

Upon receiving a response, IDOT will initiate a review and may contact the respondents to follow up with additional questions and clarifications, or to offer to conduct one-on-one meetings with some or all of the respondents. The opportunity to participate in such meetings, if any, will be communicated separately to respondents that have provided a point of contact.

#### 6. INDUSTRY FORUM AND ONE-ON-ONE MEETINGS

IDOT will hold an industry forum for the Project on **February 24, 2025**. See information above for details on forum time/date and location. The industry forum presentation will include, but not limited to, an overview of the Project, an update on the status of Project reference documents, an overview of the goals and objectives of the RFI process and a discussion on opportunities for DBEs. In addition, IDOT believes one-on-one meetings provide a valuable platform to facilitate discussion and gather constructive feedback. Accordingly, IDOT will offer respondents the opportunity to request a one-on-one meeting to discuss their RFI response and provide further input to IDOT. There will be a limited number of meetings available and IDOT does not guarantee any respondent a meeting. IDOT will determine which respondents it will meet at its sole and absolute discretion. Respondents that provided a response to the attached RFI Questionnaire will be given a preferred status when scheduling the one-on-one meetings.

One-on-one meetings are anticipated to be held either in-person, virtually, or hybrid at IDOT’s sole discretion during **February 24 - 28, 2025**. Based on the availability of respondents and if

time permits, one-on-one meetings may be held on the same day after the Industry Forum. All meetings between the respondents and IDOT will be scheduled for 45 minutes. **Respondents desiring a one-on-one meeting must complete the request form attached to this RFI and submit it by email at [DOT.IPD.US34-52BridgesProject@illinois.gov](mailto:DOT.IPD.US34-52BridgesProject@illinois.gov) by no later than February 14, 2025, at 4:00 p.m. Central Time.** Respondents will be notified of acceptance and scheduling of any one-on-one meeting no later than **February 19, 2025**.

## **7. CONFIDENTIALITY/PUBLIC RECORDS LAWS**

After the execution of the DB Contract, respondents are advised that all written materials submitted by a respondent to IDOT in response to this RFI or in a one-on-one-meeting are public records subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("Illinois FOIA").

Under Section 7 of the Illinois FOIA, certain public records may be exempt from the Illinois FOIA. Please be advised that IDOT will not accept confidential proprietary information pursuant to this RFI and does not intend to invoke Section 7(1)(g) of the Illinois FOIA as grounds for withholding information provided by respondents to IDOT pursuant to this RFI. Accordingly, respondents are advised not to include in RFI responses any information that the respondent considers trade secrets or commercial or financial information that is proprietary, privileged, or confidential or that would cause competitive harm if disclosed.

Respondents are encouraged to familiarize themselves with the Illinois FOIA and any other laws and regulations applicable to the disclosure of documents submitted in connection with this RFI and to the issue of confidentiality and public information (collectively, the "Public Records Laws"). IDOT will not advise a respondent as to the nature or content of documents entitled to protection from disclosure under the Public Records Laws or as to the interpretation of such laws. Each respondent shall be solely responsible for all determinations made by it under applicable laws. Each respondent is advised to contact its own legal counsel concerning the effect of Public Records Laws on that respondent's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any response or portion thereof, or any other documents submitted by a respondent to IDOT, the respondent shall be responsible for prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IDOT reserves the right, in its discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

Nothing contained in this RFI shall modify or change IDOT's obligations under the Illinois FOIA or other applicable law.

## **8. PREQUALIFICATION**

Proposer teams will be expected to satisfy IDOT's general prequalification requirements for the Project. If a procurement is initiated, the anticipated prequalification requirements will be provided in the RFQ. All contractors and engineering firms must be prequalified before submitting a SOQ in response to the RFQ for the Project.

The List of Prequalified Engineering Consultant Firms and other information regarding prequalification for professional services is available at: <http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/index>

Information regarding contractor prequalification is available at: <http://www.idot.illinois.gov/doing-business/procurements/construction-services/index>



**RFI QUESTIONNAIRE**  
**BRIDGE REPLACEMENTS OF SN 050-0041, WHICH CARRIES US 34/IL 23 OVER LITTLE INDIAN CREEK, AND SN 050-0058, WHICH CARRIES US 52 OVER THE FOX RIVER**

Reference No.:

Completed by:

---

Entity/Organization Name (if applicable)

---

Entity/Organization Representative Name (or individual's name if no affiliation)

---

Address

---

City, State, Zip

---

Phone Number and Email Address

---

Representative Signature (or individual's signature if no affiliation)

Please respond to the following list of questions to the extent relevant to your firm's experience. An electronic version of the written response (in a searchable format) shall be no longer than 25 - 8.5" x 11" single-sided pages, using a type font size no smaller than 12-point. **Responses to this RFI must be submitted by email to [DOT.IPD.US34-52BridgesProject@illinois.gov](mailto:DOT.IPD.US34-52BridgesProject@illinois.gov) no later than February 14, 2025, at 4:00 p.m. Central Time.**

1. What is the nature of your potential participation in this Project (e.g., construction firm, design/engineering firm)? How would your team's background and qualifications on representative projects be of value to IDOT in the development of this Project and in the administration of the proposed delivery method?
2. Please tell us about any potential issues or opportunities that you can identify regarding bundling of the two bridge replacements identified above.
3. The coordination of maintenance of traffic and potential detour routes for these two bridge replacements is important along with coordination with adjacent projects in the region. Please tell us about similar experiences and lessons learned working with bundled projects regarding optimization of maintenance of traffic, material logistics, etc. along with coordination with adjacent projects. Also, please identify any potential maintenance of traffic issues with the two bridge replacements, including coordination with adjacent projects.
4. Please identify any potential issues associated with demolition of the two bridges included in the scope of this Project considering their location and surrounding areas. Also, please mention any prior experience and lessons learned regarding demolitions of bridges of

similar type, size and complexity and coordination with Illinois Department of Natural Resources and other associated government agencies to avoid any environmental issues.

5. Based on the proximity and proposed scope of the two bridge replacements, do you anticipate that there will be any efficiencies and/or economy-of-scale type cost savings related to large-quantity (e.g. portland cement concrete) or high-cost (e.g. bridge girders) items? Please explain.
6. Please identify any challenges with constructing the two bridges within the allowed ROW and potential solutions and opportunities.
7. The US 52 bridge replacement involves IDOT relocating a buried fiber line from north ROW to south ROW on aerial poles together with other aerial utility lines already located on the south ROW line. Please identify any potential issues, opportunities and solutions for this relocation during construction. Also, please identify any other utility relocation issues for the two bridge replacements based on the information provided in this RFI and DB Term Sheet.
8. Please identify potential issues or benefits associated with using steel or concrete beams, different girder shapes and/or shifting of pier locations on this Project.
9. Considering the Project goals mentioned in this RFI, are there any other risk allocation considerations that you would recommend IDOT should consider based on the information provided in this RFI and DB Term Sheet?
10. Please describe your approach to risk management and tell us about experiences and lessons learned to identify, assess, monitor, and address risk issues.
11. In addition to industry standard RFP documentation, what additional documents, data, records, surveys, and studies should IDOT consider providing to proposers during and/or prior to the procurement process?
12. The Project is being undertaken pursuant to the Act, (<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=4331&ChapterID=74>) and in accordance with (<https://idot.illinois.gov/transportation-system/transportation-management/planning/innovative-project-delivery/resources.html>). Do you have any concerns related to this statute, the Manual, this RFI or DB Term Sheet and, if so, any proposed solutions or mitigants to address these concerns?
13. Please provide your thoughts on any other key issues that IDOT should consider in advancing this Project, reference information provided to respondents, Project scope, community interaction, technical elements, or risk allocation. What are key factors you would consider in determining whether to participate in the development and construction of the Project?

**ONE-ON-ONE MEETING REQUEST FORM**  
**IN RELATION TO THE**  
**REQUEST FOR INFORMATION FOR THE**  
**BRIDGE REPLACEMENTS OF SN 050-0041, WHICH CARRIES US 34/IL 23 OVER LITTLE**  
**INDIAN CREEK, AND SN 050-0058, WHICH CARRIES US 52 OVER THE FOX RIVER**  
**BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

---

Entity/Organization Name (if applicable)

---

Entity/Organization Representative Name (or individual's name if no affiliation)

---

Address

---

City, State, Zip

---

Phone Number and Email Address

---

Representative Signature (or individual's signature if no affiliation)

Identify the number of attendees you anticipate participating in the one-on-one meeting, their names, and their role in your organization. Please limit attendees to Key Personnel that will have an impact on the success of the Project.

Identify any preferences you might have for the date and time of any one-on-one meeting. Each one-on-one meeting will allow no more than 45 minutes. The range of dates and times are mentioned in Section 6 of the RFI. (Please note that IDOT may not be able to honor respondents' preferences.)

**As mentioned in Section 6 of the RFI, Requests will be accepted until 4:00 p.m. Central Time on February 14, 2025, at [DOT.IPD.US34-52BridgesProject@illinois.gov](mailto:DOT.IPD.US34-52BridgesProject@illinois.gov). IDOT will determine which respondents it will meet with, and when, at its sole and absolute discretion. There will be a limited number of meetings available and IDOT does not guarantee any respondent a meeting. IDOT will determine which respondents it will meet at its sole and absolute discretion. Respondents that provided a response to the attached RFI questionnaire will be given a preferred status when scheduling the one-on-one meetings. Respondents will be notified of acceptance and scheduling of any one-on-one meeting no later than **February 19, 2025**.**

**Indicative Terms of the Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River**

**Design-Build Term Sheet**

This document provides a high-level summary of certain key terms for the Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River project (the “Project”) utilizing a Design-Build (“DB”) delivery method.

The key terms listed are indicative only and do not encompass all the terms and conditions that will be in the Contract Documents (“DB Contract”). The Illinois Department of Transportation (“IDOT”) makes no commitments or representations that these terms will not change prior to the issuance of the Request for Qualifications (“RFQ”) for the Project. The terms of the DB Contract for the Project may vary from those set out below, to reflect project specific features or for any other reason, at IDOTs discretion.

Acronyms and capitalized terms used in this term sheet are defined in Appendix 1 (Definitions).

**INDICATIVE TERMS**

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
1	<b>Scope of Work and Notices to Proceed (NTP)</b>	<p>The Contractor or DB Contractor is required to perform the design and construction of the Project.</p> <p>The Scope Validation Period shall begin upon the execution of the DB Contract and the issuance of NTP1.</p> <p>The DB Contractor will only be issued NTP1 by IDOT after:</p> <ul style="list-style-type: none"> <li>i. the DB Contractor has delivered to IDOT copies of all licenses, registrations, and certifications necessary for the DB Contractor to perform the Work;</li> <li>ii. the DB Contractor has certified to IDOT its compliance with the environmental approvals insofar as such compliance is possible at the time of NTP1, including all applicable preconstruction requirements, and has certified that the DB Contractor will maintain compliance with the environmental approvals;</li> <li>iii. all Governmental Approvals necessary for design of such portion of the Project have been obtained and all conditions of such Governmental Approvals that are a prerequisite to commencement of such design have been performed;</li> <li>iv. the DB Contractor has not met any event of default stipulations as per the DB Contract;</li> <li>v. the DB Contractor is not in receipt of any notice of default from any lender unless such noticed default has been cured, and no lender has otherwise indicated that it is unwilling or unable to presently fund the DB Contractor’s costs for executing the Work.</li> </ul>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p>vi. the DB Contractor has obtained and maintained any insurance policies required to be maintained by the DB Contractor prior to commencement of Design Work, in accordance with the DB Contract.</p> <p>vii. any other requirements under the DB Contract necessary to commence performance of the applicable Work have been satisfied.</p> <p>Construction Work will begin upon issuance of NTP2 which will authorize the DB Contractor to perform all other Work required under this DB Contract, subject to the DB Contractor’s satisfaction of all other conditions precedent to the commencement of such Work established under the DB Contract. The DB Contractor will only be issued NTP2 by the Department and permitted to commence all other Work after:</p> <p>i. the Department approves all of the component parts, plans and documentation of the Project Management Plan, Quality Management Plan and the Project Baseline Schedule;</p> <p>ii. all applicable insurance policies and bonds required to be delivered to the Department hereunder have been submitted to the Department as applicable and remain in full force and effect; and</p> <p>iii. any other requirements have been satisfied under the DB Contract necessary to commence performance of the applicable Work.</p>
2	<b>Reliance on Information</b>	<p>Reference Information Documents (“RIDs”) and Project Information Documents (“PIDs”) will be available as information for Proposers to review as part of the RFQ and Request for Proposals (“RFP”) and will be included in the DB Contract.</p> <p>The RIDs and references to any website in the RFQ and RFP will be provided for reference and background information only. IDOT makes no representation as to the accuracy, completeness, or pertinence of the RID, the information therein, or information in any referenced website. In addition, IDOT shall not be responsible for any interpretations thereof or conclusions drawn therefrom. The information contained in the RIDs or set forth on any referenced website reflects information as of any date or time identified therein. The RIDs provided are for informational purposes only and are subject to revision, correction, or alteration. IDOT will make good faith efforts to provide notification of any project relevant changes but is under no obligation to do so. The RIDs provided may only</p>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p>be relied upon by a Proposer at its own risk and will not be considered contractual or binding in nature.</p> <p>PIDs are data driven, Project studies or other related information provided by the Department and are intended to be relied upon by the Proposer.</p>
3	<b>Alternative Technical Concepts</b>	<p>Alternative Technical Concepts (“ATCs”) are concepts that conflict with or deviate from the requirements for design, and/or construction of the Project or otherwise require a modification of the DB Contract but that may nevertheless be proposed in accordance with the terms and conditions set forth in the DB Contract.</p> <p>This process is intended to allow Proposers to incorporate innovation and creativity into the Proposals, in turn allowing IDOT to consider Proposer ATCs in making the selection decision, to avoid delays and potential conflicts in the design associated with deferral of reviews of ATCs to the post-award period, and, ultimately, to obtain the best value for the State.</p> <p>ATCs shall be submitted during the procurement stage. Any ATC that has been pre-approved may be included in the Proposal, subject to the conditions set forth in IDOT’s approval and the DB Contract.</p>
4	<b>Scope Validation Period</b>	<p>The Scope Validation Period is the period of time that begins on the DB Contractor’s receipt of NTP1 and extends for 60 Calendar Days from such date of receipt, unless otherwise stated in the DB Contract. During the Scope Validation Period, the DB Contractor shall thoroughly review and compare the then-existing DB Contract, including the RIDs, PIDs, and the Proposal, to verify and validate the DB Contractor’s proposed design concept and identify any defects, errors or inconsistencies in the PIDs that affect the DB Contractor’s ability to complete its proposed design concept within the DB Contract Price or by any relevant Completion Deadline (collectively, the “Scope Issues”). The term Scope Issues shall not be deemed to include items that the DB Contractor should have reasonably discovered prior to the Effective Date.</p> <p>During the Scope Validation Period, the DB Contractor shall undertake such testing, inspections and investigation as may be necessary to perform its obligation under the DB Contract, including but not limited to geotechnical evaluations or Hazardous Material studies. If the DB Contractor intends to conduct additional geotechnical evaluations to supplement or corroborate the information contained in the RIDs, it shall do so during the Scope Validation Period. Any Scope Issues that arise from such evaluations shall be treated in accordance with the DB Contract. All reports or analyses generated by the DB</p>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		Contractor's testing, inspections and investigations, including but not limited to additional geotechnical testing, shall be furnished to IDOT promptly after such reports or analyses are generated.
5	<b>Price Proposal</b>	<p>The Price Proposal shall be the lump sum for which the DB Contractor will perform all of the Work required in the DB Contract. The Price Proposal shall include the following with respect to the DB Contract Price:</p> <ol style="list-style-type: none"> <li>1. A DB Contract Price using form provided in the DB Contract, inclusive of all ATCs implemented by the DB Contractor.</li> <li>2. A breakdown of the DB Contract Price.</li> <li>3. The cash flow corresponding to the anticipated draw requests under the DB Contract (i.e., the Anticipated Payment Schedule), which shall also include total amounts for mobilization with not to exceed amount of 6% of the DB Contract Price.</li> </ol>
6	<b>Subcontracted Work Requirements</b>	The DB Contractor and Principal Participants shall self-perform at least 35% of the Construction Work.
7	<b>Surety Bonds</b>	<p>The DB Contractor shall provide to the Department and maintain at all times during the term of the DB Contract security for faithful performance and completion of the Work. Each bond required hereunder shall list the Department as obligee and shall be provided by a Surety or Sureties licensed as a surety and qualified to do business in the State and having an A.M. Best rating of A-, VII or better. The Surety or Sureties shall be listed in the current United States Department of the Treasury, Fiscal Service, Department Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The bonds may not be in excess of the cumulative underwriting limitation listed in the circular of the underwriting capacities of the DB Contractor's surety companies.</p> <ol style="list-style-type: none"> <li><b>1. Proposal Guaranty</b> <ol style="list-style-type: none"> <li>a) Included in the Proposal, the DB Contractor shall furnish and deliver a Proposal Guaranty in the form provided in IDOT form BDE-356a or BDE-356b in the amount as identified in the RFP. The Proposal Guaranty shall stay in place until issuance of NTP1.</li> </ol> </li> <li><b>2. Performance Bond:</b> <ol style="list-style-type: none"> <li>a) Prior to NTP1, the DB Contractor shall furnish and deliver a Work Performance Bond in the form provided in the DB Contract in the amount of 100% of the DB Contract Price. The Work Performance Bond shall be released at the end of the warranty term.</li> </ol> </li> </ol>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p><b>3. Payment Bond</b></p> <p>a) Prior to NTP1, the DB Contractor shall furnish and deliver a Work Payment Bond in the form provided in the DB Contract in the amount of 100% of the DB Contract Price. The Work Payment Bond shall be released at the end of the Final Acceptance.</p>
8	<b>RFQ Evaluation Criteria</b>	<p>IDOT will evaluate all responsive statement of qualifications (“SOQs”) and measure each Proposer’s response against the Project goals and evaluation criteria set forth in the RFQ, resulting in a pass/fail determination or a numerical score for each SOQ. Criteria may include:</p> <ul style="list-style-type: none"> <li>• Understanding of Project</li> <li>• Qualifications of Team</li> <li>• Proposer Experience</li> <li>• Team Diversity and Community Engagement</li> <li>• Legal and Financial</li> </ul> <p>IDOT may also consider the Proposer’s safety record and claims record as part of the evaluation.</p> <p>IDOT will total the scores for each responsive SOQ and prepare a shortlist of the top ranked Proposers. IDOT intends to shortlist two (2) to five (5) of the most qualified Proposers.</p>
9	<b>RFP Evaluation Criteria</b>	<p>Following the responsiveness review, IDOT shall review, evaluate, score, and rank Proposals and determine which Proposal has the highest score based on the following criteria:</p> <ul style="list-style-type: none"> <li>• Technical Proposal</li> <li>• Price Proposal</li> <li>• Interviews (optional)</li> </ul>
10	<b>Termination</b>	<p><b>1. Notice of Termination</b></p> <p>The Department may terminate the DB Contract and the performance of the Work by the DB Contractor in whole or in part in accordance with DB Contract, if the Department determines, in its sole discretion that a termination is in the best public, State, or national interest to do so. The Department shall notify the DB Contractor of its decision to terminate by delivering to the DB Contractor a written notice of termination specifying the extent of termination and its effective date (a “Notice of Termination”). Termination (or partial termination) of the DB Contract shall not relieve any Surety of its obligation for any Claims arising out of the Work performed.</p>



ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p><b>2. Termination Based on Delay to Issuance of NTP1</b></p> <p>If NTP1 has not been issued within 365 days after the Effective Date and this delay is not caused in whole or in part by any act, omission, negligence, intentional misconduct, or breach of any applicable Legal Requirement, DB Contract or Governmental Approval of any DB Contractor-Related Entity, the DB Contractor, as its sole remedy, shall have the right to terminate the DB Contract, which right shall be exercised by delivery of notice of termination to the Department.</p>
11	Payment on Termination	<p><b>1. Termination Prior to Issuance of NTP1</b></p> <p>If the DB Contract is terminated in its entirety before issuing NTP1, the DB Contractor agrees that it shall have no right to recover any monies from the Department beyond the same payment for work product as provided to unsuccessful Proposers pursuant to the RFP, provided that all other conditions for such payment are met.</p> <p><b>2. Termination After Issuance of NTP1 and prior to Issuance of NTP2</b></p> <p>If the DB Contract is terminated in its entirety after issuance of NTP1 and before issuing NTP2, the Department will pay to the DB Contractor monies for the design work product completed as of the date of the termination in accordance with the Schedule of Values plus any actual, documented and reasonable Subcontractor cancellation charges. The DB Contractor will also be paid for any Work performed during the Scope Validation Period in accordance with the DB Contract.</p> <p><b>3. Termination After Issuance of NTP2</b></p> <p>If the DB Contract is terminated after NTP2 then the Department shall pay to the DB Contractor for Work properly completed in accordance with the Schedule of Values plus any actual, documented and reasonable cancellation charges due to approved Subcontractors pursuant to the terms of their Subcontracts by reason of the termination of the DB Contract. The compensation described in the DB Contract is the DB Contractor's sole and exclusive remedy hereunder in the event of termination after NTP2.</p> <p>Reimbursement for demobilization of the Site will be considered, the intent being that an equitable settlement will be made with the DB Contractor. In no event shall the DB Contractor receive payment, including any portion of the DB Contractor's fee or profit, with respect to Work or other services not performed as of the time of termination.</p> <p>Notwithstanding the foregoing, in no event shall the termination payment exceed the (i) the NTP1 Maximum Payment Amount if this DB Contract is terminated prior to the issuance of NTP2, or (ii) the then-current DB Contract</p>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		Price if this DB Contract is terminated after the issuance of NTP2.
12	<b>New Environmental Approvals</b>	<p>The Department will be responsible for obtaining any New Environmental Approvals necessitated by a Relief Event. The DB Contractor shall provide support services to the Department with respect to obtaining any such New Environmental Approval.</p> <p>If a New Environmental Approval becomes necessary for any reason other than a Relief Event, the DB Contractor shall be fully responsible for obtaining the New Environmental Approval at its sole cost, and for all resulting requirements, as well as for any litigation arising in connection therewith and any schedule impact related thereto. All required information for a New Environmental Approval shall be prepared and submitted to the Department, and the Department shall reasonably assist and cooperate with the DB Contractor in obtaining such New Environmental Approvals. The DB Contractor shall not contact any agencies or Persons regarding the New Environmental Approval without the prior consent and participation of the Department. The DB Contractor is not authorized to perform any Work that would result in a New Environmental Approval without the express written consent of the Department, and the Department, at its discretion, may reject such Work for any reason.</p>
13	<b>Disadvantaged Business Enterprises</b>	The DB Contractor shall comply with the requirements of the DB Contract and the Contractor's Disadvantaged Business Enterprise ("DBE") Program included in the Proposal, which will require that DBEs have a full and equal opportunity to compete fairly in the performance of contracts administered by the Department. The DB Contractor shall either meet the DBE goal for the Project provided in the RFP and DB Contract or shall make a good faith effort to meet the DBE goal as set forth in 49 CFR Part 26 and Section 2-105 of the Illinois Human Rights Act.
14	<b>Relief Event(s)</b>	<p>The occurrence of any of the following events shall constitute a "Relief Event" for which the DB Contractor may be entitled to seek adjustments to the Completion Deadlines and the DB Contract Price pursuant to the DB Contract:</p> <ol style="list-style-type: none"> <li>1. A Department-Directed Change;</li> <li>2. Unavoidable delays, arising from a suspension order;</li> <li>3. The discovery of a Differing Site Condition;</li> <li>4. The discovery of a Hazardous Material for which DB Contractor is not responsible for;</li> <li>5. The discovery of an Unknown Archaeological Condition;</li> </ol>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<ol style="list-style-type: none"> <li data-bbox="753 239 1382 331">6. Uncovering, removing, and restoring Work, to the extent additional costs or time are provided for in the DB Contract;</li> <li data-bbox="753 348 1406 470">7. Damage to the Work is caused by the Department or any other Person (other than any DB Contractor-Related Entity) to the extent provided in the DB Contract;</li> <li data-bbox="753 487 1297 516">8. The occurrence of a Force Majeure Event;</li> <li data-bbox="753 533 1406 716">9. Conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; or delay by the Department in making the Site available; or in furnishing any items required to be furnished to the DB Contractor by the Department;</li> <li data-bbox="753 732 1333 793">10. Strikes or other labor disruptions extending in duration more than 5 (five) Calendar Days;</li> <li data-bbox="753 810 1268 840">11. Unknown Utility or railroad adjustments;</li> <li data-bbox="753 856 1398 917">12. Material delivery delay caused by strikes, lockouts, or freight embargoes;</li> <li data-bbox="753 934 1406 1056">13. Subject to compliance with the requirements of the DB Contract, the operations of other contractors (not affiliated with the DB Contractor) working within the limits of the Site or coordinated contracts; or</li> <li data-bbox="753 1073 1378 1134">14. Uncooperative Utility Owner Event resulting in an unreasonable delay to DB Contractor's schedule.</li> </ol>

## APPENDIX 1 – DEFINITIONS

### Acronyms

<b>ATCs</b>	Alternative Technical Concepts
<b>DB</b>	Design-Build
<b>DBE</b>	Disadvantaged Business Enterprises
<b>IDOT</b>	Illinois Department of Transportation
<b>ITP</b>	Instructions to Proposers
<b>NTP1</b>	Notice to Proceed 1
<b>NTP2</b>	Notice to Proceed 2
<b>PID</b>	Project Information Document
<b>RFP</b>	Request for Proposal
<b>RFQ</b>	Request for Qualifications
<b>RID</b>	Reference Information Document
<b>ROW</b>	Right of Way
<b>SOQ</b>	Statement of Qualifications

### Definitions

**The Act** – refers to Illinois Public Act 102-1094, Innovations for Transportation Infrastructure Act, 630 ILCS 10/1 et seq.

**Alternative Technical Concepts** – ATCs are concepts that conflict with or deviate from the requirements for design, and/or construction of the Project or otherwise require a modification of the DB Contract but that may nevertheless be proposed in accordance with the terms and conditions set forth in the DB Contract

**Anticipated Payment Schedule** – the anticipated monthly earning schedule submitted by the DB Contractor as part of its submission of the Project Baseline Schedule

**Calendar Day** – means every day shown on the calendar

**Completion Deadlines** – means the Substantial Completion Deadline, the Final Acceptance Deadline, and any other milestone deadlines agreed to by the Department and the DB Contractor in the DB Contract

**Construction Work** – all Work other than the Preconstruction Work

**Contract Documents or DB Contract** – encompasses a comprehensive set of documents that contain the commercial and technical requirements the project delivery partner must comply with. This includes but may not be limited to the Instructions to Proposers (“ITP”), RFP, General Requirements and Covenants for DB Project Delivery, and Technical Requirements

**Contractor or DB Contractor**– the individual, firm, partnership, joint venture, or corporation contracting with the Department for performance of prescribed Work under the Act

**DB Contractor-Related Entity** – the DB Contractor, Principal Participants, Subcontractors, their employees, agents and officers, and all other Persons for whom DB Contractor may be legally or contractually responsible

**DB Contract Price** – the cost for the DB Contractor to perform the Work

**Department** – the Illinois Department of Transportation of the State of Illinois, also referred to as IDOT, with principal offices of business at Springfield, when the State is the awarding authority

**Department-Directed Change** – means any changes in the Work (including changes in the standards applicable to the Work) that the Department has directed the DB Contractor to perform which may result in an adjustment to DB Contract price and/or schedule

**Design Work** – all Work of design, engineering, or architecture for the Project, ROW acquisition, Utility relocations, or environmental permitting and compliance

**Differing Site Condition** – subsurface or latent physical conditions or subsurface conditions encountered at the Site that materially differ from the conditions indicated in the DB Contract (as such conditions may be further described through reports or analyses undertaken during the Scope Validation Period), or unknown physical conditions of an unusual nature differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, which, in any case, was not known to the DB Contractor and could not have been discovered by undertaking reasonable investigation prior to the Proposal Due Date. The foregoing definition specifically excludes: Utility facilities, Hazardous Materials, any condition of which the DB Contractor had actual or constructive knowledge as of the Proposal Due Date, and any other conditions that would otherwise constitute a Relief Event. The foregoing definition also excludes any such conditions discovered after expiration of the Scope Validation Period

**Disadvantaged Business Enterprise** – a contracting firm certified to participate in the U.S. Department of Transportation financial assistance programs as a DBE by the Department pursuant to the “Illinois Unified Disadvantaged Business Enterprise Certification Program”

**Effective Date** – the date of execution of the DB Contract by the Department

**Final Acceptance** – means acceptance of all Work performed for the Project as further described in the DB Contract

**Force Majeure Event** – any of the following acts, events, conditions or occurrences to the extent that the same are beyond the DB Contractor’s reasonable control, which could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on the DB Contractor’s ability to perform its obligations hereunder:

1. Cataclysmic Events
2. Fire;
3. Any epidemic or quarantine restrictions occurring within the vicinity of the Project and unknown as of the date of this Contract;
4. A blockade or freight embargos;
5. War, whether foreign or domestic;
6. Act of terrorism or sabotage

**Governmental Approval** – any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration, or ruling required by or with any Governmental Person in order to design and construct the Project

**Hazardous Material** – means any of the following:

1. Substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

2. Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court;
3. Petroleum or crude oil excluding de minimis amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles; and
4. Asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground)

**Legal Requirements** – any applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders, and decrees of any Governmental Person having jurisdiction over the Project or Work Limits, and the practices involved in the Project or Site. Applicability of local laws, codes and ordinances are subject to the discretion of the Department. Legal Requirements also include Applicable Standards

**New Environmental Approvals** – means any of the following:

1. A new environmental approval; and
2. A renewal, revision, modification or amendment to one or more of the existing environmental approvals, as further defined in item 12 of the DB Term Sheet

**NTP1** - the authorization granted by IDOT to the DB Contractor to commence with the Scope Validation Period

**NTP2** - the authorization granted by IDOT to the DB Contractor to commence with Construction Work

**Notice of Termination** – a notice issued by the Department terminating the DB Contract and the performance of the Work by the DB Contractor in whole or in part, if the Department determines, in its sole discretion that a termination is in the best public, State, or national interest to do so, as further described in the DB Contract

**NTP1 Maximum Payment Amount** – the maximum amount for which the Department may be liable to the DB Contractor unless and until NTP2 is issued

**Person** – any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or governmental person, including the Department

**Preconstruction Work** – all Design Work performed prior to the commencement of construction on a component of the Project, and all Work performed during the Scope Validation Period in accordance with the DB Contract

**Price Proposal** – the component of the Proposal submitted by each Proposer as further defined in Item 5 of the DB Term Sheet

**Principal Participants** – each entity identified in the DB Contract, if applicable, and any of the following entities: (i) any joint venture, partner, or firm holding an interest in the DB Contractor if the DB Contractor is a joint venture, partnership, or other form of unincorporated legal entity; (ii) any person or firm holding (directly or indirectly) a 15% or greater interest in the DB Contractor if the DB Contractor is a corporation, limited liability company, or other form of incorporated legal entity; or (iii) parent company or affiliate of the DB Contractor or another Principal Participant that will provide financial support to such firm (guarantor) to meet the financial obligations of the DB Contract; (iv) the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 30% or more of the Design Work.

**Project** – means the Bridge replacements of SN 050-0041, which carries US 34/IL 23 over Little Indian Creek, and SN 050-0058, which carries US 52 over the Fox River project

**Project Baseline Schedule** – the critical path schedule for all Work leading up to and including Final Acceptance, as described in the DB Contract

**Project Management Plan** – the DB Contractor prepared Management Plan further described in the DB Contract

**Proposal** – a competitive proposal submitted by Proposers to design and build the Project pursuant to the DB Contract

**Proposal Due Date** – the date Proposals are due for the Project as provided in the ITP

**Proposal Guaranty** – the proposal bond submitted by DB Contractor on a form acceptable to IDOT (BDE 356A or 356B), executed by a corporate surety company satisfactory to IDOT, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for the amount specified in the RFP. The proposal guaranty is returned to the DB Contractor upon issuance of NTP1.

**Proposer** – means shortlisted teams who were issued a draft Request for Proposals for the Project

**Quality Management Plan** – the DB Contractor prepared Quality Plan further described in the DB Contract

**Railroad** – the Railroad or railway company whose property is involved in the Work

**Relief Event** – the occurrence of any of the following events for which the DB Contractor may be entitled to seek adjustments to the Completion Deadlines and the DB Contract Price pursuant to the DB Contract:

1. A Department-Directed Change;
2. Unavoidable delays, arising from a suspension order;
3. The discovery of a Differing Site Condition;
4. The discovery of a Hazardous Material for which DB Contractor is not responsible for;
5. The discovery of an Unknown Archaeological Condition;
6. Uncovering, removing, and restoring Work, to the extent additional costs or time are provided for in the DB Contract;
7. Damage to the Work is caused by the Department or any other Person (other than any DB Contractor-Related Entity) to the extent provided in the DB Contract;
8. The occurrence of a Force Majeure Event;

9. Conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; or delay by the Department in making the Site available; or in furnishing any items required to be furnished to the DB Contractor by the Department;
10. Strikes or other labor disruptions extending in duration more than 5 (five) Calendar Days;
11. Unknown Utility or railroad adjustments;
12. Material delivery delay caused by strikes, lockouts, or freight embargoes;
13. Subject to compliance with the requirements of the DB Contract, the operations of other contractors (not affiliated with the DB Contractor) working within the limits of the Site or coordinated contracts; or
14. Uncooperative Utility Owner Event resulting in an unreasonable delay to DB Contractor's schedule.

**Schedule of Values** – the DB Contractors' list of activities described to a level of detail required in the DB Contract and their corresponding costs or values required to perform the Work

**Scope Issues** – those items identified by the DB Contractor during the Scope Validation Period and notified to the Department as further described in Item 4 of the DB Term Sheet

**Scope Validation Period** – means the period of time that begins on the DB Contractor's receipt of NTP1 and extends for 60 Calendar Days from such date of receipt, unless otherwise stated in the DB Contract. During the Scope Validation Period, the DB Contractor shall thoroughly review and compare the then-existing DB Contract, including the RIDs, PIDs, and the Proposal, to verify and validate the DB Contractor's proposed design concept and identify any defects, errors or inconsistencies in the PIDs that affect the DB Contractor's ability to complete its proposed design concept within the DB Contract Price or by any relevant Completion Deadline

**Site** – the parcels of ROW upon which the Project is to be constructed and installed as well as all other areas in the vicinity used by the DB Contractor for Construction Work, including any additional contractor ROW

**State** – State of Illinois

**Subcontract** – any subcontract to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work between the DB Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier

**Subcontractor** – any Person with whom the DB Contractor has entered into any Subcontract, and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier

**Substantial Completion** - substantial completion of all Work performed for the Project as further described in the DB Contract

**Surety** – the corporation, partnership, or individual, other than the DB Contractor, which has issued one or more of the Payment and Performance Bonds

**Unknown Archaeological Condition** – any aboriginal records and antiquities of archaeological, paleontological, or historical significance unexpectedly discovered at the Site that requires salvage work that will delay the Construction Work

**Utility or utility** – a privately, publicly, or cooperatively owned line, facility, and/or system for producing, transmitting or distributing communications, power, cable television, electricity, light, heat, gas, oil, crude



products, water, steam, waste, and other products that directly or indirectly serve the public. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any service line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service line. The term "Utility" shall specifically exclude privately owned irrigation facilities, existing storm water facilities, traffic signals, and street lights, without regard to whether or not such items are included in the definition of "Utility" in the Utility Agreements

**Work** – depending upon the placement and context of its use, Work shall mean one or more of the Preconstruction Work, Construction Work, or all of the Work. In general, Work shall include, in totality the Preconstruction Work and Construction Work, as applicable, all duties and services to be furnished and provided by DB Contractor as required by the DB Contract, including the administrative, design, engineering, quality control, quality assurance, Utility Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, Materials, equipment, documentation and other efforts necessary or appropriate to achieve Final Acceptance except for those efforts which the DB Contract specify will be performed by the Department or other Persons. In certain cases the term is also used to mean the products of the Work

**Work Payment Bond** – bond furnished by the DB Contractor to secure the DB Contractor's obligations for payment of Work

**Work Performance Bond** – bond furnished by the DB Contractor for faithful performance and completion of the Work