

REQUEST FOR INFORMATION

**REGARDING AN INNOVATIVE PROJECT DELIVERY APPROACH
FOR THE INTERSTATE 290 DRAINAGE IMPROVEMENT PROJECT**

BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (“IDOT”)

RFI Title: Request for Information – I-290 Drainage Improvement Project

RFI Issuance Date: November 12, 2024

Response Due Date: November 27, 2024

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

Response Page Limit: 25 pages

Industry Forum: December 09, 2024

One-on-One Meetings: December 09-13, 2024

Forum Location Information: Northern Illinois University - Naperville Conference Center
1120 E Diehl Road
Naperville, Illinois 60563
<https://www.niu.edu/conference-event-services/meetings/naperville/index.shtml>
Conference Center Tel: 815-753-8434

Reference No.: 62W51

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

Official Project Website: TBD

<p>QUESTIONS: Questions regarding the RFI should be directed to:</p> <p>Michael Stirk Illinois Department of Transportation Bureau Chief of Innovative Project Delivery Office of Planning and Programming 69 West Washington Street, Suite 2100 Chicago, Illinois 60602 Michael.Stirk@Illinois.gov</p>	<p>SUBMITTALS: Send RFI response by the above due date and time electronically to: Michael.Stirk@Illinois.gov</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 November 27, 2024, at 4:00 p.m. Central Time to: Michael.Stirk@Illinois.gov</p>
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1. INTRODUCTION

IDOT is issuing this Request for Information (**RFI**) in connection with the proposed Interstate 290 (**I-290**) Drainage Improvement 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 Construction Manager/General Contractor (**CM/GC**) 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 I-290 Drainage Improvement Project is one of several projects to be completed as part of the larger I-290 corridor-wide improvements. The scope of the Project includes drainage improvements extending from the Des Plaines River (west terminus) to approximately east of Austin Boulevard (east terminus) along the Eisenhower Expressway (I-290). The improvements will connect to and convey drainage to IDOT’s existing Pump Station No. 4.

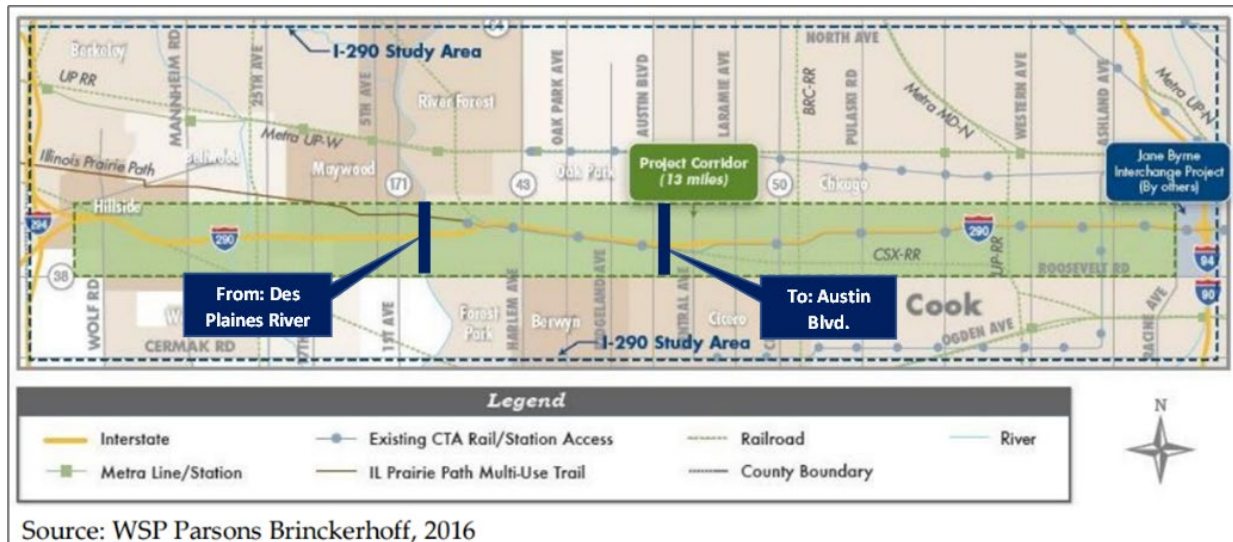
The drainage improvements include:

1. providing a proposed hydraulically connected parallel trunk sewer to supplement the existing trunk sewer conveying I-290 stormwater to the Pump Station No. 4
2. surface drainage system improvements for the supplemental trunk sewer and connection to the existing surface system
3. required detention storage vaults along I-290
4. hydraulic connection of the proposed trunk line to the existing I-290 trunk line to function as a single system, and
5. providing compatibility of the proposed improvements for future anticipated corridor improvements in accordance with the completed IDOT Phase I Eisenhower Expressway from West of Mannheim Road to Racine Avenue, the approved I-290 Environmental Impact Statement (EIS), and the Phase I Proposed Drainage Plan (PDP)

The proposed Project may include a combination of construction methods including open cut, micro tunneling, or tunneling boring machine (TBM) operations as the proposed trunk line depth will range from 10’ to 65’ in depth, and between 42” to 90” diameter sewer.

Project Map

The Project extends along I-290 from approximately 1st Avenue to just east of Austin Boulevard.



Project Goals

The following goals have been established for the Project:

1. create a safe work area and tunneling operations for construction personnel and the traveling public and develop risk identification and mitigation factors which are common to tunnel boring operations in the identified geotechnical conditions
2. minimize environmental, community, congestion, and utility impacts during construction
3. minimize disruption to the traveling public including vehicles, commuter and freight railways, and pedestrian traffic during construction
4. minimize impacts to the Des Plaines River located on the east end of the Project improvements adjacent to the existing IDOT pump station
5. promote diversity and participation by small, minority, and women-owned businesses in the development, design, and construction of the Project
6. create a competitive procurement environment and efficiently administer a CM/GC delivery method
7. accelerate project development and construction activities and minimize schedule delays
8. coordinate design, construction, and long-term lifecycle maintenance with proposed elements of the I-290 Corridor Improvements, and
9. efficiently coordinate public outreach and communication with adjacent I-290 projects, local jurisdictions, and third parties

3. PROJECT DELIVERY AND PROCUREMENT

IDOT is considering procuring and delivering the Project utilizing a CM/GC delivery method. IDOT previously evaluated a variety of alternative delivery models in addition to CM/GC, including Progressive Design-Build (**PDB**), Design-Build (**DB**), and a traditional Design-Bid-Build delivery model. Utilizing IDOT's Innovative Project Delivery Manual and Guidelines, the Bureau of Innovative Project Delivery (**IPD**), in coordination with IDOT District 1 initiated a two-step Project Identification and Screening Process that included a Multi-Year Program (**MYP**) Gating Process

(Step 1) and Project Readiness and Selection Process (Step 2) and determined that a CM/GC delivery is in the best interests of the State for the Project.

IDOT may use a two-phase procurement process to select a **CM/GC or 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 Proposal, based on anticipated labor hours plus direct costs, and inclusive of a detailed project scope and price for providing certain services for the Project during the Preconstruction Phase. IDOT intends to award a **CM/GC Contract** for the Project to the Proposer offering the highest ranked, responsive Proposal, to be determined as described in the RFP.

Once the scope and fee for the Preconstruction Phase are negotiated and agreed upon, the CM/GC Contract will be executed and IDOT will issue a Notice to Proceed for the **Preconstruction Phase** in accordance with the CM/GC Contract.

During the Preconstruction Phase, IDOT and the CM/GC will collaborate on design and construction innovations at defined design submittal milestones.

Once the design is sufficiently advanced and the Preconstruction Phase nears completion, the CM/GC will prepare a proposal containing a Guaranteed Maximum Price (**GMP**) for the overall construction cost of the Project. Subject to a successful negotiation with IDOT, the CM/GC will be awarded the construction portion of the Project. The construction cost of the Project will be added to the CM/GC Contract through a GMP amendment.

The following is a preliminary schedule if the CM/GC procurement is pursued and is subject to change:

Milestone	Date
Issue RFQ	February 2025
Notification of shortlisted Proposers	April 2025
Issue Draft RFP	April 2025
Issue Final RFP	June 2025
Notification of CM/GC Selection	October 2025
CM/GC Contract Award	October 2025
GMP Amendment and Construction Phase NTP	June 2026

4. DBE PARTICIPATION

It is the policy of IDOT that Disadvantaged Business Enterprises (**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. Consistent with this policy, IDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with this Project or in the performance of any U.S. Department of Transportation (**USDOT**) assisted contract because of sex, race, religion, or national origin. IDOT has established a DBE program in accordance with regulations of the USDOT, 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 FHWA Form 1273. Additional DBE requirements will be set forth in the RFP and CM/GC 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 I-290 Drainage Improvement Project (**CM/GC 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 CM/GC Contract; and inform the schedule, scope, and technical requirements of a potential procurement under a CM/GC project delivery method for the Project. This RFI does not commit IDOT to any specific form of procurement, including a potential CM/GC procurement.

Responses to this RFI must be submitted by email to Michael.Stirk@Illinois.gov no later than November 27, 2024, 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. Follow-up questions, or requests to clarify comments, may be posed directly to respondents.

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 **December 09, 2024**. 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 small, disadvantaged, minority, and women-owned businesses. 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 **December 09-13, 2024**. 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 Michael.Stirk@Illinois.gov by no later than November 27, 2024, at 4:00 p.m. Central Time.** Respondents will be notified of acceptance and scheduling of any one-on-one meeting no later than **December 05, 2024**.

7. CONFIDENTIALITY/PUBLIC RECORDS LAWS

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.

A person whose request for public records is denied by IDOT, on the grounds of exemption under Section 7 of Illinois FOIA or otherwise, has the right to request a review of such denial by the Public Access Counselor established in the Office of the Illinois Attorney General, in accordance with Sections 9 and 9.5 of the Illinois FOIA. A person whose request for public records is denied also has a right to judicial review of such denial pursuant to Section 11 of the Illinois FOIA.

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. All costs and fees (including attorneys' fees and costs) incurred by IDOT in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by the respondent whose response or other documentation is the subject thereof.

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

8. PREQUALIFICATION

As a reminder, potential 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.

Firms/Contractors not already prequalified by IDOT are encouraged to initiate the application process as soon as practical. Generally, the prequalification process involves submission of (i) an application form consisting of, among other things, questions regarding firm and individual experience and equipment and (ii) financial information.

As required by the Rules for Prequalification of Contractors, Authorization to Bid, and Subcontractor Registration (amended April 25, 2016), Subpart B, each contractor shall be prequalified, or deemed eligible, prior to being granted Authorization to Bid on contracts advertised by the Department. IDOT's Prequalification Section will evaluate information provided in a Contractor's application to determine the responsibility of the applicant and calculates a prequalification rating, which is a combination of two sub ratings: the financial rating and the work rating. Once prequalified, a Contractor may be considered for Authorization to Bid on contracts within the contractor's available bidding capacity in accordance with Subpart B. Pursuant to the Code, an applicant must also be prequalified or submit evidence of application with the Illinois Department of Human Rights (IDHR) prior to obtaining Authorization to Bid on contracts which are subject to the competitive bidding requirements of the Code. Information and forms concerning the rules of IDHR may be obtained from the following website: <http://www.illinois.gov/dhr/publiccontracts/Pages/default.aspx>

Out-of-state contractors are required to secure a certificate from the Illinois Secretary of State authorizing them to do business in Illinois. All contractors are required to be authorized to transact business or conduct affairs in Illinois prior to submission of a Statement of Qualifications (**SOQ**). In addition, out-of-state prequalified contractors are required to staff and maintain an office located within the geographic boundaries of the State of Illinois. The in-state office will be the primary office at which all business with the Department will be conducted.

This list 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
INTERSTATE 290 DRAINAGE IMPROVEMENT PROJECT**

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 Michael.Stirk@Illinois.gov no later than November 27, 2024, 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. IDOT is considering delivering the Project using a Construction Manager/General Contractor (**CM/GC**) method. Under the CM/GC method, the Contractor would be selected based on qualifications and enter a Preconstruction Phase with IDOT to collaboratively identify and undertake preconstruction activities, including the advancement of design, and mitigation and elimination of certain project risks prior to agreement on a Guaranteed Maximum Price (**GMP**) and notice to proceed into the construction phase. In connection with this type of delivery method, please provide your views on the following:
 - a. Risk Mitigation – Please tell us about similar experiences and lessons learned working with an owner to identify, assess and mitigate risk issues during the design or Preconstruction Phase that can bring additional value to the project, reduce the overall cost of the project, increase the quality of the project and lessen the probability of work orders or claims during the construction phase?

- b. Tunnel and Lining – Please tell us about similar experiences and lessons learned in tunneling and what type of tunneling your team would recommend for this Project given the known subsurface and water table conditions? Has your team gained experience conducting tunneling activities in an urban environment and are there key risks IDOT should know about and what mitigation measures would you recommend for reducing the risk probability? Please tell us about similar experiences and lessons learned in setting precast tunnel lining segments, and maintaining design tunnel alignments during tunneling operations? What experience does your team have with installing ingress/egress, lighting, ventilation, and other safety features of tunnels of this size? If a tunnel boring machine alternative is advanced, tell us about your team’s experience with procurement of new tunnel boring machines, or retrofitting existing tunnel boring machines from other similar projects?
 - c. Urban Environment – Do you have experience with designing and constructing projects on an interstate in an urban environment? What are the key risks that an Owner should consider and what additional subsurface or surface information should the owner seek prior to the Preconstruction Phase under a CM/GC delivery method?
 - d. Risk Pools – Tell us about your team’s experience on projects where risk pools were a contract mechanism used during construction to cover costs that were difficult to predict when developing a GMP/Lump Sum price? How were those costs and any remaining balances shared with the Owner? What were the eligible events or conditions that could be claimed within the risk pool and how was the validity of the claim determined by the Owner?
3. Considering the Project goals, are there risk allocation regimes that you would recommend IDOT consider for the Project that would be feasible in light of the location of the Project, complexity of the Project, existing IDOT Standard Specifications or any other requirements or constraints that may impact the Project?
 4. IDOT is focused on minimizing environmental, community, congestion, and utility impacts during construction. What concepts and ideas has your team used on previous projects that could have positive results for both parties and reduce impacts within and along the Project site?
 5. Provide ideas and concepts that your team has used on past projects that have enhanced public outreach and communication with adjacent projects and properties, local jurisdictions, the traveling public, and third parties impacted by the Project.
 6. 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?
 7. Based on the information available to date, have you identified any engineering opportunities that would benefit the schedule or budget of the Project but may require environmental approvals or right of way acquisition beyond those already contemplated in the NEPA document (https://www.eisenhowerexpressway.com/info_center/deis.aspx)
 8. The Project is being undertaken pursuant to the Innovations for Transportation Infrastructure Act, 630 ILCS 10/1 et seq (<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>) and it is anticipated that the Project will use the CM/GC Contract. Do you have any concerns related to this statute, the

Manual, or CM/GC Contract documents and, if so, any proposed solutions or mitigants to address these concerns?

9. 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
INTERSTATE 290 DRAINAGE IMPROVEMENT PROJECT
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.

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 November 27, 2024, at Michael.Stirk@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 December 05, 2024.

Indicative Terms of the I-290 Drainage Improvement Project

Construction Manager/General Contractor Term Sheet

This document provides a high-level summary of certain key terms for the I-290 Drainage Improvement Project (“**Project**”) utilizing a Construction Manager/General Contractor (“**CM/GC**”) delivery method. The Work shall be performed by the **CM/GC or Contractor** in two phases: the Preconstruction Phase and the Construction Phase. The Project Phases are depicted in Figure 1 and described in Item 1 below.

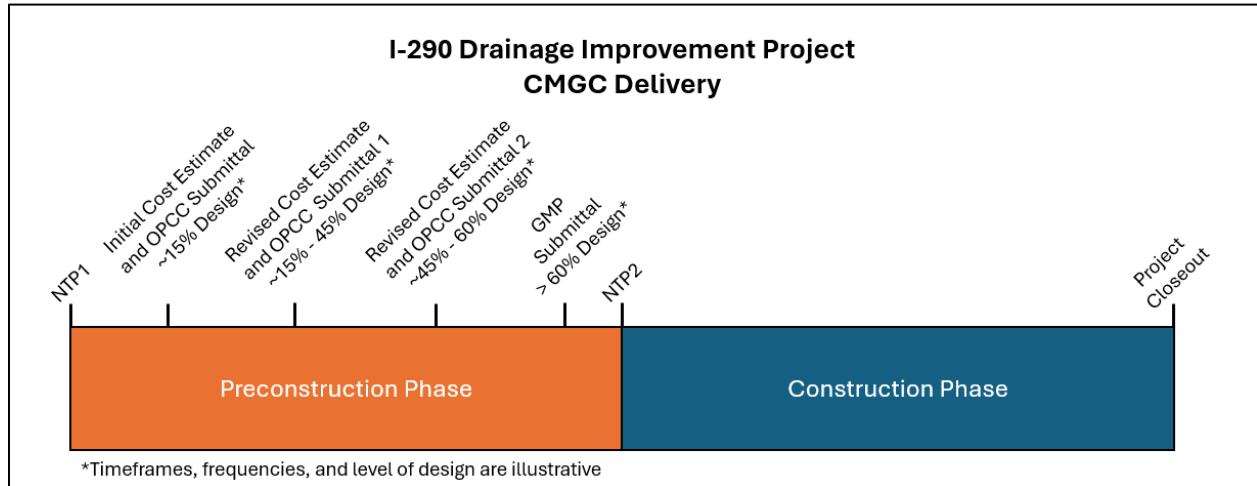


Figure 1 – Representative Project Timeline

The key terms listed are indicative only and do not encompass all the terms and conditions that will be in the **Contract Documents or CM/GC 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 Contract Documents 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	Project Phases	<p>The Preconstruction Phase shall begin upon execution of the Contract Documents and continue until either the GMP Amendment is executed by the Department and the Contractor, or the CM/GC Contract is terminated in accordance with its terms. During the Preconstruction Phase, the Contractor shall perform the Preconstruction Services.</p> <p>The Construction Phase shall begin upon agreement between the Contractor and IDOT on the guaranteed maximum price (“GMP”) and continue until the end of the</p>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p>term of the CM/GC Contract. During the Construction Phase, the Contractor shall perform all Construction Work.</p> <p>It is within the sole discretion of the Department to award the Contractor a contract for the Construction Phase through the agreement between the Contractor and IDOT on a GMP.</p>
2	Reliance on Information	<p>Reference Information Documents (“RIDs”) and Project Information Documents (“PIDs”) will be available for Proposers to review.</p> <p>The RIDs and reference to any website are provided by the Department for reference and background information only and IDOT makes no representation as to the accuracy, completeness, or pertinence of the RID or information on any referenced website. In addition, IDOT shall not be responsible for any interpretations thereof or conclusions drawn from such documents. 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 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 be relied on by a Proposer, at its own risk, for bidding or estimating purposes but will not be considered contractual or binding.</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	Level of Design Prior to GMP	<p>The Contractor shall prepare a GMP Proposal following the issuance of approved Design Documents in a form agreed to by the parties. The Design Documents will be at least 60% complete as a condition for the Contractor to prepare a GMP proposal. In all cases, the EOR will be responsible for finalizing the design.</p>
4	Calculation of the GMP¹	<p>The GMP shall be computed as the sum of the following and any other components agreed to by the Department and the Contractor during the Preconstruction Phase:</p> <ol style="list-style-type: none"> <li data-bbox="751 1535 1406 1654">1. The Contractor’s reasonable, good faith estimate of the cost of the Construction Work in a format developed pursuant to the Contract Documents; <li data-bbox="751 1688 1406 1749">2. Contingency – which will be calculated in accordance with the Contract Documents; and

¹ It may be determined that it is in the best interest of the Project to complete work packages in two (or more) phases during preconstruction phase collaboration.

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p>3. Provisional Sums.</p> <p>The backup support for the calculation of the GMP shall be provided to the Department in a manner and in the format developed pursuant to the protocols established in the Contract Documents.</p>
5	Open-Book Negotiations	<p>The development of the GMP shall be on an open-book basis, and the Department shall have the right to review all records, accounts, and other data used by the Contractor in connection with the preparation of any draft or the final GMP. The GMP shall be developed in a cooperative manner in accordance with the principles described in the Contract Documents. IDOT intends to procure an independent cost estimator (“ICE”) to support open-book negotiations.</p>
6	Subcontracted Work Requirements	<p>The Contractor shall self-perform at least 35% of the Construction Work.</p> <p>Each first-tier Subcontract shall include terms requiring the Subcontractor to self-perform at least 35% of the subcontracted Work. Each lower-tier Subcontract shall include terms prohibiting the Subcontractor from subcontracting any portion of the subcontracted Work.</p>
7	Performance Security	<p>1. Performance Bond:</p> <p>a) Prior to receiving Notice to Proceed 1 (“NTP1”) commencing the Preconstruction Phase from the Department, the Contractor shall furnish and deliver to the Department a Preconstruction Phase Performance Bond in the form provided in the Request for Proposal (“RFP”) in the amount of 100% of the Preconstruction Phase Compensation.</p> <p>b) Prior to receiving (“NTP2”) commencing the Construction Phase from the Department, the Contractor shall furnish and deliver a Construction Work Performance Bond in the form provided in the RFP in the amount of 100% of the GMP for any approved Construction Work. The Construction Work Performance Bond shall be released at the end of the warranty term.</p> <p>2. Payment Bond</p> <p>a) Prior to receiving NTP1 commencing the Preconstruction Phase from the Department, the Contractor shall furnish and deliver to the Department a Preconstruction Phase Payment Bond in the form provided in the RFP in the amount of 100% of the Preconstruction Phase Compensation.</p> <p>b) Prior to receiving NTP2 commencing the Construction Phase from the Department, the</p>

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		Contractor shall furnish and deliver a Construction Work Payment Bond in the form provided in the RFP in the amount of 100% of the GMP. The Construction Work Payment Bond shall be released at the end of the warranty term.
8	RFQ Evaluation Criteria	<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 numerical score for each SOQ. Criteria may include:</p> <ul style="list-style-type: none"> • Qualifications of Team • Proposer Experience • Team Diversity and Community Engagement <p>IDOT will also consider safety records and claims records 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	RFP Evaluation Criteria	<p>IDOT will review, evaluate, score, and rank Proposals and determine which Proposal offers the best value to the public based on the following criteria:</p> <ul style="list-style-type: none"> • SOQ score carried forward • Understanding of Project • Preconstruction Services Scope Proposal • Preconstruction Services Price Proposal • Optional Interview process • DBE Utilization Plan
10	Early Termination Terms (During Preconstruction Phase)	<p>If the Department, in its sole discretion, decides not to award the Construction Phase to the Contractor or determines that the parties are unable or unwilling to agree upon the GMP, then the Department may, at its election, take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Terminate the CM/GC Contract by providing the Contractor with a Notice of Termination; 2. Direct the Contractor to continue to participate in value engineering exercises so that the Contractor can submit another GMP proposal at a reduced cost. With respect to any such revised GMP Proposal, the Department shall have the same rights to proceed or to terminate as set forth in the Contract Documents; or

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<p>3. Solicit bids for the balance of the Work from other contractors in accordance with applicable law and using any procurement method available under applicable law and determine that the Contractor shall not be permitted to submit a bid due to competitive advantage. At the option of the Department, direct the Contractor to continue to perform all or some of the Preconstruction Services under the then-current compensation arrangement.</p> <p>4. Direct the Contractor to deliver to the Department copies and other tangible embodiments of the Design Documents and all related Intellectual Property Rights.</p> <p>If IDOT exercises its termination rights and chooses to terminate the CM/GC Contract, it will compensate the Contractor for time and materials expenses from the date of execution until the date of termination of the CM/GC Contract in accordance with the Contract Documents.</p>
11	New Environmental Approvals to be Obtained by the Department	The Department will be responsible for obtaining any new Environmental Approvals necessitated by a Relief Event. The Contractor shall provide support services to the Department with respect to obtaining any such New Environmental Approval. The Contractor may in certain circumstances be entitled to a Relief Event in accordance with the Contract Documents.
12	New Environmental Approvals to be Obtained by the Contractor	If a New Environmental Approval becomes necessary for any reason other than a Relief Event, the 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.
13	Disadvantaged Business Enterprises	The Contractor shall comply with the requirements of the Contract Documents and the Contractor's Disadvantaged Business Enterprise ("DBE") Program included in the Contract Documents, which will require that DBEs have a full and equal opportunity to compete fairly in the performance of contracts administered by the Department. The Contractor shall either meet the DBE goal for the Project provided in the RFP and Contract Documents 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	Relief Event(s)	The occurrence of any of the following events shall constitute a "Relief Event" for which the Contractor shall be entitled to seek adjustments to the Completion Deadlines and the Contract Price pursuant to the Contract Documents:

ITEM	KEY TERM	DESCRIPTION OF KEY TERM
		<ul style="list-style-type: none"> • A Department Directive; • Unavoidable delays arising from a suspension order pursuant to the Contract Documents; • The discovery of a Differing Site Condition in accordance with the Contract Documents; • The discovery of a Hazardous Material for which Contractor is not responsible for in accordance with the Contract Documents; • The discovery of an Unknown Archaeological Condition; • Uncovering, removing, and restoring Work, to the extent additional costs or time are provided for in the Contract Documents; • Damage to the Work is caused by the Department or any other person (other than any Contractor-Related Entity) and to the extent provided for in the Contract Documents; • The occurrence of a Force Majeure Event; • 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 Contractor by the Department; • Extraordinary conditions of weather for the area and time of year with the understanding that the Completion Deadlines contemplated by the Contract Documents anticipates a certain number of lost days due to normal weather conditions, therefore only unusual or extreme weather conditions for the time of year will be considered as justification for a delay in completion of the Work; • Strikes or other labor disruptions extending in duration more than five Calendar Days; • Unknown utility or railroad adjustments; • Material delivery delay caused by strikes, lockouts, wrecks, or freight embargoes; • The operations of other contractors (not affiliated with the CM/GC) working within the limits of the Site or coordinated contracts; or • Cataclysmic events.

APPENDIX 1 – DEFINITIONS

Acronyms

CM/GC	Construction Manager/General Contractor
DBE	Disadvantaged Business Enterprises
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimator
IDOT	Illinois Department of Transportation
ITP	Instructions to Proposers
NTP1	Notice to Proceed 1
NTP2	Notice to Proceed 2
PID	Project Information Document
RFP	Request for Proposal
RFQ	Request for Qualifications
RID	Reference Information Document
SOQ	Statement of Qualifications
TR	Technical Requirements

Definitions

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

Actual Cost – means the Contractor’s direct cost to provide labor, material, equipment (owned or invoiced rental), and administrative overhead necessary for the Work; excluding profit

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 Contractor in the GMP Amendment

Construction Compensation – means compensation for Construction Work to the extent such Construction Work has been authorized pursuant to the GMP Amendment and subsequent NTP2

Construction Phase – means the Project phase beginning with the execution of the GMP and continue until the end of the term as specified in the Contract Documents during which all Construction Work will be completed, as further described in the Contract Documents

Construction Work – means all Work to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Project

Construction Work Payment Bond – Has the meaning set forth in Item 7.2.b of the CM/GC Term Sheet

Construction Work Performance Bond – Has the meaning set forth in Item 7.1.b of the CM/GC Term Sheet

Contract Documents or CM/GC 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”), Request for Proposals (“RFP”), General Requirement and Covenants for CM/GC Project Delivery, and Technical Requirements (“TRs”)

CM/GC or Contractor – means the proposer that has entered into a CM/GC Contract with the Department under the Act

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

Department – means The Illinois Department of Transportation

Department-Directed Change – means any changes in the Work (including changes in the standards applicable to the Work) that the Department has directed the Contractor to perform

Design Documents – means all documents necessary for, or related to, the design of the Project, including drawings, plans, profiles, cross-sections, notes, elevations, sections, details, diagrams, specifications, reports, studies, calculations, electronic files, records, and submittals, in accordance with the Contract Documents

Differing Site Condition – if subsurface or latent physical conditions are encountered at the Site differing materially from those identified in any:

1. Project Information Documents provided to the Contractor by the Department, or
2. geotechnical reports produced as part of the Preconstruction Services, or
3. indicated in the Contract Documents or
4. if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the Site

Disadvantaged Business Enterprise – means 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

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

Force Majeure Event – means any of the following acts, events, conditions or occurrences to the extent that the same are beyond the 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 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 CM/GC Contract;

4. A blockade or freight embargos;
5. War, whether foreign or domestic;
6. Act of terrorism or sabotage

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)

Intellectual Property Rights – means all patents, copyrights, trademarks, service marks, trade secrets and all similar and related intellectual property rights protected under any Legal Requirement

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

Notice of Termination – means a notice issued by the Department terminating the Contract Documents and the performance of the Work by the 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 Contract Documents

Person – means any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including the Department

Preconstruction Phase – means the Project phase beginning and ending as set forth in Item 1 in which Preconstruction Services will be performed

Preconstruction Phase Compensation – means compensation paid to the Contractor for Preconstruction Services

Preconstruction Phase Payment Bond – Has the meaning set forth in Item 7.2.a of the CM/GC Term Sheet

Preconstruction Phase Performance Bond – Has the meaning set forth in Item 7.1.a of the CM/GC Term Sheet

Preconstruction Services – means all Work described in the Contract Documents to be performed in the Preconstruction Phase including services that are necessary in connection with the preparation and finalization of the GMP Amendment

Project – means the I-290 Drainage Improvement Project

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

Provisional Sum – means a fixed sum for a specific line item of Work that is included as an allowance amount in the GMP upon agreement by the Contractor and the Department. Provisional Sums may be used in instances when the actual price or quantity for such item of Work is unknown at the time of agreement on the GMP. Where appropriate, Provisional Sums may include a designation of unit pricing and the estimated number of units making up the Provisional Sums. The Contractor and the Department shall agree on all Provisional Sums as part of the GMP Amendment. Whenever Actual Costs for a Provisional Sum item is more or less than the applicable Provisional Sum, the GMP will be adjusted accordingly by change order. The amount of the change order shall reflect the difference between Actual Costs and the Provisional Sum amount set forth in the GMP Amendment. Where unit prices are specified in a Provisional Sum, such unit pricing shall be used to calculate the amount of any additive or deductive change order, as appropriate.

Relief Event – Has the meaning set forth in Item 14 of the CM/GC Term Sheet

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

Subcontractor – means any Person with whom the 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

Unknown Archaeological Condition – means 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

Work – means collectively, the development, design, construction, completion, management, and any other services identified in the CM/GC Contract to be performed by the Contractor. Work shall include, in totality and in each of the Preconstruction Phase and the Construction Phase, as applicable, all duties and services to be furnished and provided by Contractor as required by the Contract Documents, including the administrative, quality control, quality assurance, 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 Contract Documents 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.