

Indicative Terms of the ADA Intersection Improvements Project

Design-Build Term Sheet

This document provides a high-level summary of certain key terms for the ADA Intersection Improvements 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 IDOT’s 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 |
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| 1 | Scope of Work and Notices to Proceed (NTP) | <p>The Contractor or DB Contractor is required to perform the design and construction of the Project.</p> <p>The Scope Validation Period, if carried out, shall begin upon the execution of the DB Contract and the issuance of NTP1. In case there is no Scope Validation Period, the issuance of NTP1 will commence the Design Work for the Project.</p> <p>The DB Contractor will only be issued NTP1 by IDOT after:</p> <ul style="list-style-type: none"> i. the DB Contractor has delivered to IDOT copies of all licenses, registrations, and certifications necessary for the DB Contractor to perform the Work; 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; 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; iv. the DB Contractor has not met any event of default stipulations as per the DB Contract; 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. |

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| | | <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, in accordance with the DB Contract, 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 | Reliance on Information | <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> |

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| | | <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 | Alternative Technical Concepts | <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>Proposers will be allowed to submit a maximum of three (3) ATCs 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 | Scope Validation Period | <p>There may be a Scope Validation Period of up to 45 days for the Project that begins on DB Contractor’s receipt of NTP1, unless otherwise stated in the DB Contract. During the Scope Validation Period, if carried out, 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, Utility Studies, 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> |

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| | | 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 | Price Proposal | <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"> 1. A DB Contract Price using form provided in the DB Contract, inclusive of all ATCs implemented by the DB Contractor. 2. A breakdown of the DB Contract Price. 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. |
| 6 | Subcontracted Work Requirements | The DB Contractor and Principal Participants shall self-perform at least 35% of the Construction Work. |
| 7 | Surety Bonds | <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"> 1. Proposal Guaranty <ol style="list-style-type: none"> 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. 2. Performance Bond: <ol style="list-style-type: none"> 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. |

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| | | <p>3. Payment Bond</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 Final Acceptance.</p> |
| 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 pass/fail determination or a numerical score for each SOQ. Criteria may include:</p> <ul style="list-style-type: none"> • Understanding of Project • Qualifications of Team • Proposer Experience • Team Diversity and Community Engagement • Legal and Financial <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 | RFP Evaluation Criteria | <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"> • Technical Proposal • Price Proposal |
| 10 | Termination | <p>1. Notice of Termination</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> <p>2. Termination Based on Delay to Issuance of NTP1</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</p> |

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| | | <p>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>1. Termination Prior to Issuance of NTP1</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>2. Termination After Issuance of NTP1 and prior to Issuance of NTP2</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, if carried out, in accordance with the DB Contract.</p> <p>3. Termination After Issuance of NTP2</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 Price if this DB Contract is terminated after the issuance of NTP2.</p> |

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| 12 | New Environmental Approvals | <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 | Disadvantaged Business Enterprises | <p>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.</p> |
| 14 | Relief Event(s) | <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"> 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; |

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| | | <ol style="list-style-type: none"> <li data-bbox="753 239 1386 331">6. Uncovering, removing, and restoring Work, to the extent additional costs or time are provided for in the DB Contract; <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 data-bbox="753 487 1295 516">8. The occurrence of a Force Majeure Event; <li data-bbox="753 533 1406 718">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 data-bbox="753 735 1334 793">10. Strikes or other labor disruptions extending in duration more than 5 (five) Calendar Days; <li data-bbox="753 810 1279 840">11. Unknown Utility or Railroad adjustments; <li data-bbox="753 856 1396 915">12. Material delivery delay caused by strikes, lockouts, or freight embargoes; <li data-bbox="753 932 1406 1054">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 data-bbox="753 1071 1380 1129">14. Uncooperative Utility Owner Event resulting in an unreasonable delay to DB Contractor's schedule. |

APPENDIX 1 – DEFINITIONS

Acronyms

| | |
|-------------|---------------------------------------|
| ATCs | Alternative Technical Concepts |
| DB | Design-Build |
| DBE | Disadvantaged Business Enterprises |
| 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 |
| ROW | Right of Way |
| SOQ | 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, if carried out), 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, if carried out

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. In case there is no Scope Validation Period, the issuance of NTP1 will commence Design Work for the Project

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, if carried out, 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, unless otherwise stated in the DB Contract, during which 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