

**ADDENDUM NO. 2  
TO  
REQUEST FOR PROPOSALS  
FOR CONTRACT RR-23-4920R  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 5/8/2026**

Revisions to the above-referenced RFP have been made. Modified sections are shown in redlined format.

**CONTENTS OF ADDENDUM**

- (I) Proposer Questions and Answers – Page 3
- (II) Addendum 2 ITP – Attached Separately
- (III) Addendum 2 Book 2 – Attached Separately
- (IV) Addendum 2 Price Proposal – Attached Separately
- (V) Book 2 Exhibits – The Book 2 Exhibits have been uploaded to the online plan room

**NOTICE OF REVISION TO RFP**

**NOTES:**

1. In the following Revisions to the Request for Proposals table, items that are checked as replacing existing documents are generally provided with this addendum as redlined versions showing the modifications. Items checked as New Documents have not been previously issued. In some instances, documents with voluminous modifications may be replaced without redlined versions in its entirety. These items will still be checked Replace Existing Document.
2. This Addendum shows changes in the Revisions to the Request for Proposals table below and/or within the documents. If a change has occurred that is not reflected as part of this Addendum or a document is not included in this Addendum, the most recently issued version (either through a previous Addendum or original issue) shall be the most current version.

**REVISIONS TO THE REQUEST FOR PROPOSALS**

RFP Section/Exhibit	Replace Existing Document	New Document	Comments
<b>ITP, Section 2 (Procurement Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>• Addition of “2:00PM CT” to “Deadline for RFP Questions” in Table 2-1 (Procurement Schedule) of Section 2 (<i>Procurement Schedule</i>)</li> </ul>

RFP Section/Exhibit	Replace Existing Document	New Document	Comments
<b>ITP, Section 2 (Procurement Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Addition of deadline for agenda submission for third one-on-one meeting</li> </ul>
<b>ITP, Section 2 (Procurement Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Addition of a third one-on-one meeting on June 2, 2026</li> </ul>
<b>ITP, Section 2 (Procurement Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Updates to information related to Optional Site Walk Through</li> </ul>
<b>ITP, Section 4.1.5 (Project Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Addition of the following language to the first sentence “based on the anticipated NTP 1 as shown in Table 2-1 (Procurement Schedule) in <u>Section 2 (Procurement Schedule)</u>.”</li> </ul>
<b>ITP, Section 4.1.5 (Project Schedule)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Addition of the sentence to the end of the paragraph: “Should the NTP 1 date be delayed, the delay will be an Illinois Tollway-caused delay in accordance with Book 1 Section 17.7b. and Project’s schedule may be revised in accordance with Book 1 Section 4.5.3 (<i>Updates to the Baseline Schedule</i>).”</li> </ul>
<b>Book 2, Section 18.3.4.13 (General Requirements)</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Changed reference from “Section 18.3.4.5” to “Section 18.3.4.15”.</li> </ul>
<b>Price Proposal Form</b>	<b>X</b>	-	<ul style="list-style-type: none"> <li>Updates to Price Proposal Form related to Shared Risk Allowances.</li> </ul>

**PROPOSER REFERENCE: RESPONSES TO PROPOSER RFP QUESTIONS**

<b>FOR INFORMATIONAL PURPOSES ONLY – PROPOSER QUESTIONS</b>			
<b>Question No.</b>	<b>RFP Section</b>	<b>Question</b>	<b>Illinois Tollway Response</b>
1	Book 1 – 6.2	Please confirm and modify the Contract Documents accordingly to expressly provide that the Design-Build Contractor will be entitled to reasonably rely upon all Reference Information and Supplemental Information furnished by the Tollway, and that the Contractor will not be responsible for any inaccuracies, omissions, or errors therein except to the extent expressly identified by the Contractor prior to bid.	Book 1, Section 6.2 (Known Utilities and Known Railroads) details the Design-Build Contractor responsibilities and includes references to current Illinois Tollway Supplemental Specifications and current utility and railroad practices regarding Contractor responsibilities on Design-Bid-Build projects. The Tollway has reviewed this request and does not intend to make any changes to Book 1, Section 6.2 (Known Utilities and Known Railroads) regarding Reference or Supplemental Information at this time.
2	Book 1 - 6.2	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor will have no affirmative obligation to discover or correct errors, omissions, or inconsistencies in Tollway-provided information beyond a reasonable review consistent with the proposal phase timeframe, and will bear no risk for latent or undiscovered defects.	Book 1, Section 6.2 (Known Utilities and Known Railroads) details the Design-Build Contractor responsibilities and includes references to current Illinois Tollway Supplemental Specifications and current utility and railroad practices regarding Contractor responsibilities on Design-Bid-Build projects. Refer to Book 1, Section 6.3 (Unknown Utilities and Railroads) for information regarding a Claim or Change Order. The Tollway does not intend to make changes to Book 1, Section 6.2 (Known Utilities and Known Railroads) at this time.
3	Book 1 - 5.10	Please confirm and modify the Contract Documents accordingly to expressly provide that	Book 1, Section 5.10 (Limitation of Operations) discusses the Design-Build

		the Contractor will be entitled to an equitable adjustment in Contract Price and Contract Time for any delay, disruption, or interference caused by the Tollway, its consultants, or separate contractors.	Contractor responsibilities with Separate Contractors, including being responsible for any damage to them. Book 1, Section 17.7 (Adjustments to Completion Deadline(s)) in part q. includes the following: q. Delays directly attributable to any acts or omissions of the Illinois Tollway, its agents or employees, or Separate Contractors. In addition, Book 1, Section 17.8 (Adjustments to Contract Price), provides relief for Tollway-Directed Changes and Tollway-Caused Delays. The Tollway has reviewed this request and does not intend to make any changes to Book 1, Section 5.10 (Limitation of Operations) at this time.
4	Book 1 - 6.1 to 6.3	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor will be entitled to cost and schedule relief for all impacts arising from utilities and railroads, whether known or unknown, including delays, relocations, and coordination failures not caused by the Contractor.	Book 1, Section 17.7 (Adjustments to Completion Deadline(s)) includes provisions for Unknown Railroads in h. and for Known Railroads in i. Book 1, Section 17.8 (Adjustments to Contract Price), includes provisions for Unknown Railroads in j. and Known Railroads in k. The Tollway has reviewed this request and does not intend to make any changes to Book 1, Sections 6.1-6.3 at this time.
6	Book 1 - 17.16.3(e)	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor will not be required to assume or accept "Generator" status, nor execute manifests or related documentation in any capacity that would assign such status, with respect to pre-existing hazardous materials.	Book 1, Section 22.5 (Responsibility of Design-Builder for Certain Hazardous Material) includes the following: Except for Hazardous Materials for which Design-Builder is responsible:  a. Design-Builder shall not be required to execute any hazardous waste manifests as a "generator,"
7	Book 1 -19.3	Please confirm and modify the Contract Documents accordingly to expressly provide for	The Tollway does not intend to include the requested Mutual Waiver of Consequential

		a mutual waiver of consequential damages applicable equally to both the Tollway and the Contractor.	Damages provision in Book 1 for this project at this time.
8	Book 1 - 22.2	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor's duty to defend and indemnify will be limited solely to the extent of claims arising from the negligence or willful misconduct of the Contractor or those for whom it is legally responsible, and will expressly exclude any obligation to indemnify for the Tollway's own negligence or fault.	This is addressed in Book 1, Section 22.4 (Exclusions).
9	Book 1 -12.10	Please confirm and modify the Contract Documents accordingly to expressly provide that any duty to defend will not apply to claims arising out of professional services and will only be triggered upon a determination of fault attributable to the Contractor.	The Tollway has reviewed this request and does not intend to make the requested changes to Book 1, Section 12.10 (Professional Liability Insurance) at this time.
10	Book 1 - 19.6	Please confirm and modify the Contract Documents accordingly to expressly provide that the liability of the surety under the Performance Bond will in no event exceed the penal sum of such bond.	Current Tollway Supplemental Specifications for Design-Bid-Build projects includes the relevant portion of Specification 108.10 Events and Defaults and Remedies. The Tollway does not intend to change this approach for Design-Build projects at this time.
11	Book 1 -20.3 and 21.1	Please confirm and modify the Contract Documents accordingly to expressly provide that Liquidated Damages will constitute the Tollway's sole and exclusive remedy for delay attributable to the Contractor.	The Tollway has reviewed this request and does not intend to make any revisions to Book 1, Sections 20.1 (Events of Default) or 21.1 (Failure to Meet Completion Deadlines) at this time.
12	Book 1 - 21.1	Please confirm and modify the Contract Documents accordingly to expressly provide that the assessment or accrual of Liquidated Damages will not constitute a default nor serve as a basis for termination.	Book 1, Section 19.5 (Termination for Cause) by Illinois Tollway references Book 1 Section 20.1 Events of Default, regarding the Tollway rights to terminate the Contract for cause. Book 1, Section 20.1 (Events of Default) does not include references to

			Liquidated Damages. The Tollway does not intend to make any changes at this time.
14	Book 1 - 17.15	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor will be entitled to an equitable adjustment in Contract Price and Contract Time for differing site conditions, including conditions inconsistent with the Reference Information or reasonably anticipated conditions.	The Tollway does not intend to make any revisions to this section at this time.
15	Book 1 - 2.5.2	Please confirm and modify the Contract Documents accordingly to expressly provide that all design services will be performed in accordance with the applicable professional standard of care and will not constitute a warranty or guarantee of performance.	The Tollway does not intend to make any revisions to this section at this time.
16	Book 1 - 2.1(j)	Please confirm and modify the Contract Documents accordingly to expressly provide that delays in Tollway review, approval, or direction will constitute compensable and excusable delays entitling the Contractor to both time and cost relief.	Illinois Tollway-caused delays are addressed in Book 1, Section 17.7b. (Adjustments to Completion Deadlines) and 17.8b. (Adjustments to the Contract Price) for instances where the Tollway fails to meet their contractual requirements. The Tollway does not intend to make any changes at this time.
17	Book 1 - 17.16.3	Please confirm and modify the Contract Documents accordingly to expressly provide that the Tollway will defend, indemnify, and hold harmless the Contractor from and against any claims arising out of pre-existing hazardous materials not introduced by the Contractor.	Book 1, Section 22.2 (Indemnifications by Design-Builder) includes the Design-Builder contractual indemnification responsibilities associated with pre-existing hazardous materials. The Tollway does not intend to make any changes at this time.
18	ITP - 1.8	Section 1.8 states that a completed 2026 form will be required to be submitted with the Proposal and 2025 forms submitted by the Apparent Best Value Proposer. Section 1.8 states "In no case should Proposer remove, replace, or reduce the commitment to a DBE firm listed in the initial or subsequent DBE Utilization Plan DBE Form	ITP, Section 5.3 (Technical Proposal Evaluation) contains in relevant part of the DBE/VOSB Participation Approach "Proposer does not need to include an exhaustive list of all DBE firms it plans to utilize on the Project. The Proposer's approach will be assessed in this section."

		<p>2026DB without prior written consent of Illinois Tollway." It is not typical for DBE commitments to be listed to the detail shown in the 2026 and 2025 forms during and immediately after the proposal phase. The scope validation period could have a significant impact on the individual participation of each firm. Section 1.8 further discusses a Proposer submitting a DBE Performance Plan. A DBE Performance Plan and commitment to meet the goals would be customary for a proposal phase.</p>	<p>The Tollway does not intend to make any changes at this time.</p>
19	ITP - 1.8	<p>The ITP indicates that the DBE goals for the Project at 26% and 29% for design/professional services and construction-related services respectively. It also states, "For the purposes of this Contract and in accordance with the DBE Special Provisions, DBE means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650, et seq., as amended, or a business currently certified by the U.S. Small Business Administration ("SBA") pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person.</p> <p>The ILUCP has undergone a "recertification" process per the October 3, 2025 USDOT Interim Final Rule. as of March 24th, 2026, only approximately 50% of the previously certified DBE firms have been recertified. Has the Tollway</p>	<p>Yes. The DBE goals for this contract were set based upon review of the scope of the work involved, estimated availability of DBE firms for those scopes of work from the current disparity study, the location of the work and history with similar projects, and other factors. In addition to the Illinois Unified Certification Program ("ILUCP") DBE Directory, bidders should consult the City of Chicago and the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, and or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified by the United States Small Business Administration.</p>

		taken in to account the significantly reduced amount of available DBE firms when establishing the goals for this Project?	
20	ITP - 1.8	Since there will be separate 26% and 29% DBE and 3% and 1.5% VOSB for professional services and construction work goals, please clarify how the DBE and VOSB goal dollar value will be calculated. The Price Proposal Form includes Management, Engineering, Construction and Allowance items. Which percent (or 0%) will be applied to each of these categories?	(I) The dollar value of the DBE and VOSB goals will be developed first by considering the Proposer's total Price Proposal amount. From that amount, the Proposer shall isolate design/professional services, and construction services to which they will apply the DBE/VOSB goals to determine the dollar value of each goal, respectively; and (II) It will be at the Proposer's discretion as to how they choose to distribute DBE/VOSB percentages to each of these categories. For example, the Management item could have both design/professional services and construction related services assigned to it, in which case the Proposer would need to separate the dollar values accordingly.
21	Tollway-Generated Question	Tollway-Generated Question:  Can you explain why the quantity of Asphalt Partial Depth Removal and Overlay Patching in Table 16-1 changed between the RFQ and RFP phase?	During coordination to determine the proposed work to be included in this contract, it was decided to resurface a 2" surface course from east of Roselle Rd to Meacham Rd (MP 10.1 to MP 11.2). A nominal quantity for Asphalt Partial Depth Removal and Overlay Patching for localized repairs of the binder course (after the removal of the surface course) was included, and the calculation is based on:  (I) A width of 2' along the longitudinal joints within the stretch to calculate the square yardage; and (II) An assumption of around 15% of the calculated square yardage may need repairs

			This produced a quantity of 1,146 square yards.
22	ITP - 3.7	For the One-on-One meeting, we have one person that is unable to attend in person. Are we able to have 5 in-person participants and one that joins virtually through the Microsoft Teams Meeting link?	The email invite states the “meeting is limited to three to five attendees”, so having a sixth person virtually would not be permitted.
23	RFP Book 1	Please confirm and clarify the procedure the Tollway intends to implement for the submission, review, and potential incorporation of proposed legal and commercial modifications to the Contract Documents.	All Proposers should submit questions using the provided RFP Question sheet. The Tollway will review the questions, provide responses and make changes to the RFP documents, if necessary. Revised documents, if any, will be published as part of an addendum.
24	ITP – 3.4	Permitted or required to submit a redlined version of the Contract Documents to identify and request proposed modifications?	Proposers should refer to RR-23-4920R One-on-One Meeting Protocol document that was provided prior to the first One-on-One meeting.
25	ITP – 3.4	Does the Tollway require that all proposed modifications be submitted exclusively through the RFI process?	Proposers should refer to RR-23-4920R One-on-One Meeting Protocol document that was provided prior to the first One-on-One meeting.
26	ITP – 3.7	Can bidders raise, discuss, or propose such modifications during one-on-one meetings with the Tollway, and if so, whether any such discussions will be formally documented and considered as part of the procurement process? Please provide definitive guidance so that all bidders may proceed in a consistent and compliant manner.	Proposers may discuss proposed modifications during One-on-One meetings, but the Tollway reserves the right to not answer Proposer questions during the One-on-One Meetings. One-on-One meetings are not formally documented (i.e. there are no official meeting minutes), and anything discussed during these meetings is not considered contractual.
27	ITP – 3.7	Will there be anyone at the meeting that will be able to respond to some of these questions?	Yes.

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**END OF ADDENDUM**