

**ADDENDUM NO. 3
TO
REQUEST FOR PROPOSALS
FOR CONTRACT RR-23-4920R
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 5/28/2026

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 6
- (II) Addendum 3 ITP – Attached Separately
- (III) Addendum 3 Book 1 - Attached Separately

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
ITP, Section 2 (Procurement Schedule)	X		<ul style="list-style-type: none"> Changes related to requirements regarding the RFP Pre-Proposal meeting.
ITP, Section 4.1.2 (Executive Summary)	X		<ul style="list-style-type: none"> Removal of the following language related to the RFP Pre-Proposal Meeting: "A statement that Proposer either attended the RFP Pre-Proposal meeting listed in Table 2-1 or viewed the recording of the meeting as issued in Addendum."
Book 1, Section 5.5.6 (Further Investigation & Remediation Work – Hazardous Environmental Condition)	X		<ul style="list-style-type: none"> Addition of following language to Section 5.5.6: "Design-Builder shall not be responsible nor liable for aggravation or disturbance of any pre-existing hazardous materials not introduced by the Contractor inherent in performing the Work or Remediation Work as required by the Contract Documents."

<p>Book 1, Section 6.2 (Known Utilities and Known Railroads)</p>	<p>X</p>		<ul style="list-style-type: none"> • Removal of the following text “Except as provided in Illinois Tollway Supplemental Specification 105.07 Cooperation with Utilities, or in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate) the Design-Builder will not be entitled to a Claim or Change Order related to Known Utilities, including those based on (i) errors or inaccuracies in the Contract Documents.” • Replaced with “Except as provided in Section 17.7(i) (Adjustment to Completion Deadline(s)), the Design-Builder will not be entitled to a Claim or Change Order related to Known Utilities, including those based on errors or inaccuracies in the Contract Documents.”
<p>Book 1, Section 6.2 (Known Utilities and Known Railroads)</p>	<p>X</p>		<ul style="list-style-type: none"> • Removal of the following text “Illinois Tollway Supplemental Specification 105.12 Work Involving Railroads,” • Replaced with “Illinois Tollway Supplemental Specification 107.12 Work Involving Railroads,”

<p>Book 1, Section 6.2 (Known Utilities and Known Railroads)</p>	<p>X</p>		<ul style="list-style-type: none"> • Removal of following text “Except as provided in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate), or a change to an existing Railroad agreement in the Contract Documents, the Design-Builder will not be entitled to a Claim or Change Order related to Known Railroads, including those based on (i) errors or inaccuracies in the Contract Documents.” • Replaced with “Except as provided in Section 17.7(i) (Adjustment to Completion Deadline(s)) or Section 17.8(k) (Adjustments to Contract Price), the Design-Builder will not be entitled to a Claim or Change Order related to Known Railroads, including those based on errors or inaccuracies in the Contract Documents.”
<p>Book 1, Section 17.15.1 (Adjustment to Contract Price, Completion Deadline(s))</p>			<ul style="list-style-type: none"> • Removal of sentence: “However, Design-Builder shall not be entitled to any adjustment in the Contract Price and/or Completion Deadline(s) due to a Differing Site Condition not identified during the Scope Validation Period in Section 2.3 (Scope Validation), unless the Illinois Tollway determines that the circumstances associated with the Differing Site Condition justify making such adjustment.”

<p>Book 1, Section 17.16.3(c) <i>(Payment for Remediation Work)</i></p>	<p>X</p>		<ul style="list-style-type: none"> • Addition of following text: “ , not including disturbances of pre-existing hazardous materials when such disturbance is inherent in the Work”
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PROPOSER REFERENCE: RESPONSES TO PROPOSER RFP QUESTIONS

FOR INFORMATIONAL PURPOSES ONLY – PROPOSER QUESTIONS			
Question No.	RFP Section	Question	Illinois Tollway Response
5	Book 1 - 17.16.3(c)	Please confirm and modify the Contract Documents accordingly to expressly provide that the Contractor will not be responsible for, nor liable for exacerbation of, any pre-existing hazardous materials not introduced by the Contractor, including disturbance inherent in performing the Work as required by the Contract Documents.	Revisions to Book 1 Section 5.5.6 (Further Investigation & Remediation Work - Hazardous Environmental Condition) and Book 1 Section 17.16.3(c) (Payment for Remediation Work) are included in this Addendum 3.
13	Book 1 - 17.7(k) and 17.8(g)	Please confirm and modify the Contract Documents accordingly to expressly provide that Relief Events include changes in law, executive orders, tariffs, and other governmental actions occurring after bid, entitling the Contractor to both cost and schedule relief.	The Tollway has reviewed the requested change and does not intend to make the suggested change at this time.
28	Book 1 - 6.2	With respect to previously submitted RFI Nos. 1 and 2 regarding Book 1 – 6.2, please strike the following language: “Except as provided in Illinois Tollway Supplemental Specification 105.07 Cooperation with Utilities, or in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate) the Design-Builder will not be entitled to a Claim or Change Order related to Known Utilities, including those based on (i) errors or inaccuracies in the Contract Documents” and “Except as provided in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate), or a	The Illinois Tollway will delete the following: "Except as provided in Illinois Tollway Supplemental Specification 105.07 Cooperation with Utilities, or in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate) the Design-Builder will not be entitled to a Claim or Change Order related to Known Utilities, including those based on (i) errors or inaccuracies in the Contract Documents." and replace with "Except as provided in Section 17.7(i) (Adjustment to Completion Deadline(s)), the Design-Builder will not be entitled to a Claim or

		<p>change to an existing Railroad agreement in the Contract Documents, the Design-Builder will not be entitled to a Claim or Change Order related to Known Railroads, including those based on (i) errors or inaccuracies in the Contract Documents.</p> <p>Furthermore, please amend reference to Illinois Tollway Supplemental Specification "105.12" Work Involving Railroads to "107.12."</p> <p>These items are not within the Design Builder's control and cannot feasibly be priced even with excessive contingency. These terms are unacceptable.</p>	<p>Change Order related to Known Utilities, including those based on errors or inaccuracies in the Contract Documents."</p> <p>The Illinois Tollway will delete the following:</p> <p>"Illinois Tollway Supplemental Specification 105.12 Work Involving Railroads"</p> <p>and replace with "Illinois Tollway Supplemental Specification 107.12 Work Involving Railroads"</p> <p>The Illinois Tollway will delete the following:</p> <p>"Except as provided in Section 6.4 (Failure of Utility Owners, Railroad Owners and/or Railroad Operators to Cooperate), or a change to an existing Railroad agreement in the Contract Documents, the Design-Builder will not be entitled to a Claim or Change Order related to Known Railroads, including those based on (i) errors or inaccuracies in the Contract Documents."</p> <p>and replace with "Except as provided in Section 17.7(i) (Adjustment to Completion Deadline(s)) or Section 17.8(k) (Adjustments to Contract Price), the Design-Builder will not be entitled to a Claim or Change Order related to Known Railroads, including these based on errors or inaccuracies in the Contract Documents."</p>
29	Book 1 - 5.10	<p>With respect to previously submitted RFI No. 3 regarding Book 1 – 5.10, please add the following language:</p> <p>"Design Builder shall be entitled to relief for any damage and/or delay caused by Separate Contractors."</p>	<p>Question 3 was responded to in Addendum No. 2. The Tollway has reviewed the requested changes and does not intend to make the suggested revisions at this time.</p>

		These items are not within the Design Builder's control and cannot feasibly be priced even with excessive contingency. These terms are unacceptable.	
30	Book 1 - 17.16.3(c) Book 1 - 17.16.3(e)	<p>With respect to previously submitted RFI Nos. 5 and 6 regarding Book 1 - 17.16.3(c) and (e), please strike the following language:</p> <p>1. "Liabilities, costs, expenses, and losses incurred attributable to acts or omissions of Design- Builder or any Design-Builder-Related Entity that exacerbate release of, or costs to undertake Remediation Work of Hazardous Material" and "Liabilities (except generator liability to the extent assumed by the Illinois Tollway under Section 22.5 (Responsibility of Design-Builder for Certain Hazardous Material), costs, expenses, delays, and losses with respect to Hazardous Material in, on or under Design-Builder Requested ROW."</p> <p>Design Builder shall be entitled to recovery (i.e. time and/or compensation) for remediation of said known issues.</p>	A response to Questions 5 is included in this Addendum 3 and Question 6 was responded to in Addendum No. 2. The Tollway has reviewed the requested changes in Question 6 and does not intend to make the suggested changes at this time.
31	Book 1 -19.3 Book 1 - 19.6	<p>With respect to previously submitted RFI No. 7 and 10 regarding Book 1 – 19.3 and 19.6, please strike the following language and/or add an affirmative statement confirming both Parties waive claims for consequential damages:</p> <p>"It is agreed and understood, however, that the Design-Builder shall, in no event, be entitled to compensation for the loss of anticipated or unearned profits (whether for completed, uncompleted or partially completed work), unabsorbed overhead, opportunity costs, or consequential damages (whether arising in</p>	Questions 7 and 10 were responded to in Addendum No. 2. The Tollway has reviewed the requested changes and does not intend to make the suggested changes at this time.

		<p>contract, warranty, tort (including any theories of negligence), strict liability, or otherwise and including all indirect, incidental, special and punitive damages) as a result of a Termination of Convenience. The payment to Design- Builder under this Section 19.3 (Amount of Termination Settlement) constitutes Design- Builder’s exclusive remedy for a termination hereunder.”</p> <p>Moreover, the Design Builders’ surety company will not allow Design Builder to enter into contract where liability extends beyond the penal sum of the respective bonds. Accordingly, Design Builder respectfully requests that language be added to the last sentence limiting damages to the full extent of the bond.</p>	
32	Book 1 - 22.2	<p>With respect to previously submitted RFI No. 8, please amend the language in Book 1 – 2.2 as follows: Add the following language to the first sentence after Subject to Section 22.4 (Exclusions)””and to the extent that the alleged damage is the proximate results of a culpable act, error, omission, negligence or misconduct of the Design-Builder or its agents or Subcontractors.”</p> <p>Please strike (b) as the Tollway has the right to maintain a breach of contract action against the Design-Builder.</p> <p>Please strike (n) as the Design-Builders cannot assume liability for an obligation that the Tollway owes to a third-party.</p>	The Tollway has reviewed the requested changes and does not intend to make the suggested changes at this time.

33	Book 1 - 20.3 and 21.1	<p>With respect to previously submitted RFI No. 11 – Book 1 – 20.3 and 21.1, please strike the following: “The fact that the Illinois Tollway has agreed to accept Liquidated Damages as compensation for damages associated with any delay in meeting a Completion Deadline shall not preclude the Illinois Tollway from pursuing any and all other legal rights and remedies relative to the delay, except that the Illinois Tollway agrees not to exercise such other rights and remedies if (i) the Current Contract Schedule, demonstrates that Design-Builder is capable of meeting such Completion Deadline within one hundred eighty (180) days after the Completion Deadline, and (ii) Design-Builder diligently performs the Work in accordance with said schedule.”</p> <p>Liquidated damages should be the Tollway’s sole and exclusive remedy for delay attributable to the Design-Builder.</p>	Question 11 was responded to in Addendum No. 2. The Tollway has reviewed the requested change and does not intend to make the suggested change at this time.
34	Book 1 - 17.7(k) and 17.8(g)	<p>With respect to previously submitted RFI No. 13 – Book 1 –17.7(k) and 17.8(g), Please confirm and modify the Contract Documents accordingly to expressly provide that Relief Events include changes in law, executive orders, tariffs, and any other governmental action occurring after bid, entitling the Design-Builder to both cost and schedule relief.</p> <p>These items are not within the Design-Builder's control and cannot feasibly be priced even with excessive contingency. The current terms are unacceptable</p>	A response to Question 13 is included in this Addendum 3. The Tollway has reviewed the requested change and does not intend to make the suggested change at this time.
35	Book 1 - 17.16.3	With respect to previously submitted RFI No. 17 – Book 1-17.16.3, please confirm and modify the	Question 17 was responded to in Addendum No. 2.

		Contract Documents accordingly to expressly provide that the Tollway will defend, indemnify, and hold harmless the Design-Builder from and against any claims arising out of known pre-existing hazardous materials not introduced by the Design-Builder.	
36	Book 2- 13.2.1	The secondary project standards include the AREMA manuals however make no mention of the individual railroad manuals. Should all design reference AREMA and not the individual railroad design manuals? I.E Metra or CPRR manuals/guidelines	<p>Book 2 - Section 21.1 (General Requirements) states, in relevant part, that, "the Design-Builder shall design and construct Railroad Work in accordance with:</p> <ul style="list-style-type: none"> -Commitments of the Governmental Approvals and Environmental Approvals; -Railroad Standards and Project Standards; and -In the absence of specific Railroad or Project Standards, the American Railway Engineering and Maintenance-of-Way Association (AREMA) Standards." <p>The Metra Project Standards are provided in Book 2 - Table 21-1: Railroad Information: Metra.</p> <p>As per Book 2 - Table 21-2: Railroad Information: Canadian Pacific Kansas City, there are no Project Standards for the CPKC Railroad.</p>
37	Book 2- 13.2.4	All permits/authorizations are the responsibility of the Design-Builder, however right of entry/flaggers would be needed during the scope validation phase. These right of entry permits could likely take longer than is allowed for the scope validation phase. For the bridges with spans affected by the right of entry, can the Design-Builder rely on the 60% plans? Assuming Book 1 Section 2.3.3 governs this case, would the extension of the Scope Validation period impact the NTP 2 date?	The Shared Risk items contained in Book 1 - Table 16-1: Shared Risk Items will be measured and paid for on a unit price basis. Changes in Shared Risk items will be as per Book 1 - Section 16.1.4 (Changes in Shared Risk Item Work). Therefore, the Illinois Tollway does not foresee Scope Validation issues with the Shared Risk items of work related to Railroads. Book 1 - Section 2.3.3 (Scope Validation Period for Non-Accessible Areas of the Site) addresses instances where areas of the site are not accessible during the Scope Validation Period and impacts to NTP 2, if any, would be

			coordinated between the Design-Builder and Tollway at that time.
38	Book 2- 14.2.2 & 16.2.2	When should the 30% concept review meeting for the landscaping take place as this could impact the bid pricing	The 30% Concept Review meeting contained in Book 2 - Section 14.2.2 (Meeting Requirements) shall take place prior to the Design-Builder submittal of 60% plans associated with permanent work.
40	Book 2 Table 11.8	Book 2, Table 11-8 lists previous barrier warrants that require the Design-Builder to verify. Can the Tollway provide these reports now?	Historical Barrier Warrant Analyses were provided in Book 1 Exhibit 13. They are located in "Reference - IARQP_HBM_AI_4802_Book1-Exhibit-13_Item-22-HistoricalBWA.zip" in the Online Plan Room.
41	Book 2 - 10.3.2.1	Please specify the scope included in "The Design-Builder shall ensure lane profile smoothness meets the requirements of the Illinois Tollway Roadway Design Criteria."	There are no pavement smoothness design requirements, however, pavement smoothness requirements will apply to construction of the work.
42	Book 2 - 12.3.2	Please clarify the scope related to "review any existing flooding issues or standing water along roadway pavement and/or roadside ditches. If pavement or ditch ponding is identified, an additional drainage study is required." Please confirm any additional drainage studies and the recommended construction work will be paid for via change order.	Any additional drainage study and resulting construction work as referenced would be included in the Allowance for additional drainage work.
43	Book 2 - 12.3.2	Please clarify the scope of "review the need for partial ditch cleaning and/or re-grading that may be required to remove any obstruction to restore conditions to the original design intent." Please confirm that the scope includes reviewing the locations identified in the documents only and additional locations would be subject to a change order.	Confirmed.
44	Book 2 - 14.4.5.1	Please define the areas the Design-Builder shall remove noxious weeds/invasive species or treat areas. Is the Proposer to include cost to complete	This question is related to Book 2 - 14.4.5.1 (Noxious Weed Invasive Species Control) and the following, in relevant part, is included in this section

		this work only in vegetated areas impacted by the project or in the entire project limits? Consider an allowance or scope validated change order for this work.	"This work is applicable to areas that are disturbed by the Design-Builder due to the scope of work mentioned in Book 2."
45	Book 2 Various	There are several scopes in Book 2 that ask the Design-Builder to include cost in their proposal to make potential repairs at locations that have yet to be verified. This includes shoulder grading, sideslope work, grading at light poles, light pole repairs, fence repairs, and other scopes. This does not allow the various proposers to competitively price this work and leads a Proposer to put little or no cost to this work and ask for a change order during the scope validation period. In order to receive competitive, comparable bids, we suggest only asking Proposers to price work at identified locations.	Please provide references to the specific Sections of Book 2 and the scope of work required that Proposer desires be revised.
46	Book 2 - 18.3.4.15	Book 2 states "Arterial lane closures not shown in the staging plans will not be permitted during peak traffic volume hours." The substructure bridge repairs and other work that would require arterial lane closures are primarily shared risk items. Depending on the final repair locations, permanent lane closure may be required. Please confirm that permanent lane closures on arterials needed to safely perform the work will be confirmed during the scope validation period and the associated MOT design and construction cost will be paid for as a change order.	Any arterial roadway permanent lane closures deemed necessary by the Design-Builder based on the Book 2 Scope of Work, including the Shared Risk Items of Work contained in Book 1 - Section 16 should be included in the Pre-Accepted Element (PAE) submittal for MOT.
47	Book 2 - 16.3.6.3	In the overlay section between Lake Street and Irving Park Road, the shoulder elevations will be impacted which will impact the H-1 grading and in turn the required light pole foundation and handhole elevations. There are no standards or specifications which provide guidance for adjusting light pole foundation elevations. Will	The IDOT standard specification 830.03 (d) discusses adjustments and use of shims. The Design-Builder will design any light standard adjustment.

		shims be allowed? Are new light pole foundations required? This is also applicable to the locations identified in Book 2 Table 16-2 where light poles are noted as high or low as well as throughout the project as these types of repairs are assigned to the design-builder.	
48	Book 1- 4.2	In order to provide sufficient schedule for design and design reviews and still complete construction work in the 2027 season, suggest considering a conditional NTP following board approval allowing the Design-Builder to start preliminary design tasks.	Proposers are to provide a schedule with the existing contract language.
49	Book 2- 19.4	Please add that permanent barrier wall and guardrail hits will be paid by the Tollway.	Book 2 - Section 19.4.1 (General) has temporary barriers and attenuator items are listed as maintenance requirements. Permanent barriers and attenuators are not included in this section and any repaired by the Design-Builder will be done so through a Tollway-directed change order.
50	Book 1 - 17.8(p)	Please add the following language "Delays directly attributable to any acts or omissions of the Illinois Tollway, its agents or employees, or Separate Contractors" to Book 1, 17.8(p) as Design Builder should be entitled to compensation for costs associated with said delays.	The Illinois Tollway has reviewed this request and does not intend to make any changes to Book 1, Sections 17.8(p).
51	Book 1 - 22.5	With respect to Owner's obligation to indemnify Design Builder for pre-existing hazardous materials, please add the following language at the end of Book 1, 22.5 (Responsibility of Design-Builder for Certain Hazardous Material): "The Tollway shall indemnify, defend, and hold harmless the Design-Builder, its subcontractors, consultants, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, fines, penalties,	The Illinois Tollway has reviewed this request and does not intend to make any changes to Book 1, Section 22.5.

		<p>response costs, remediation costs, judgments, and expenses, including reasonable attorneys' fees, arising out of or related to any pre-existing Hazardous Materials encountered at the Project Site.</p> <p>Notwithstanding the foregoing, the Tollway shall have no obligation to indemnify the Design-Builder to the extent that any such claim, liability, or condition is caused by the Design-Builder's willful misconduct."</p>	
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END OF ADDENDUM