

**Complete RWIS services including; RWIS Central Management System, Pavement
Forecasting System & ESS maintenance
Requisition #985 QA2
9/20/12**

Q1. In Item 5 of the ITEMS OF WORK on the Bid Sheet

Does MDOT have an Engineer's estimated amount for this line item?

Would MDOT consider including a fixed cost for all Consultants to use for this line item?

Can MDOT clarify what specific work this item consists of?

Non-routine Maintenance will be bid as a lump sum; estimated based upon the following description:

The Contractor is responsible for the routine maintenance and emergency repairs as described within this contract. Through the duration of the contract, non-routine maintenance and repairs due to Third Party Damages, Acts-of-God, and required system modifications or improvements are likely to occur that exceed the intent and scope of this contract. Third Party Damage is defined as damage caused by vehicle collision, explosions or terrorism, caused by any person or company that is not related to the prime Contractor, vendor or any subcontractors involved in this contract. Acts-of-God include, but are not limited to, damages that occur resulting from winds above the equipment design speed, floods, facility fire, and lightning/electrical storms. Required system modifications or improvements will be defined as any system upgrade or modification requested by MDOT and may be requested to modernize the system technology or otherwise modify or upgrade the system.

Troubleshooting, diagnosing, and repairs that are normally considered part of the pay items included in this contract will not be paid for separately regardless of whether the problems were caused by Third Party Damage & Acts-of-God.

When requested by MDOT to provide services relating to required system modifications or improvements that exceed the intent and scope of the pay items of this contract, the Contractor shall be required to develop a separate scope-of-work, define labor requirements, submit subcontractors, create separate schedule and submit separate cost estimates for negotiation and/or approval. Under this step in the process, the Contractor will not be required to submit proprietary information. In the event the parties are unable to reach agreement on lump sum prices for extra work, the extra work shall be done through the process described under Force Account in the MDOT 2012 Standard Specifications for Construction.

The submission of the scope and estimate described above does not guarantee Contractor selection for the described work. The MDOT reserves the right to use

this scope and estimate to obtain competitive bids for the described work. If the Contractor is selected, the Contractor may be required to submit additional information that could normally be considered proprietary information by the Contractor.

Q2. Is it possible to have the Due Date extended for an additional week or two?

The Due Date will not be extended.