US 77 Upgrade From Kingsville to Driscoll RFQ
Q&A Matrix #2
(June 15, 2012)

No.	RFQ Section/ Page No.	Question / Comment	Response
10	Capital Maintenance Agreement Term Sheet	Term of Maintenance Agreement / Price and Payment – the language is such that it appears that terms NTP2 and NTP3 may be extended unilaterally vs. by bilateral agreement, with pricing and terms fluctuating solely by the ENR CCI over the subsequent terms. Is it the intent to have costs subject to the ENR CCI only within negotiated 5 year terms, or applied unilaterally through extensions NTP2 and NTP3 at the owners discretion?	The issuance of NTP2 and NTP3 is anticipated to be in the sole discretion of TxDOT. The Maintenance Price is anticipated to fluctuate annually based on changes in ENR CCI. Such annual fluctuations in the Maintenance Price would continue into NTP2 and NTP3 to the extent that NPT2 and/or NTP3 are issued.
11	Capital Maintenance Agreement Term Sheet	Regarding securities, under "Retainage", the owner is requesting a 10% Retainage Bond, and also Performance and Payment bonds covering the sum of the remaining maintenance contract cost. While retainage can be withheld under the contract provisions, would the Retainage Bond not make the coverage requested by the Performance and Payment Bonds redundant?	TxDOT anticipates that the CMA will require the Maintenance Contractor to provide both retainage bonds and payment and performance bonds, as specified in the CMA Term Sheet.
12	PART A § 4.2 (page 5) – in conjunction with PART B VOLUME 2 Section A Financial Statements (page 10)	If Volume 2 of our QS consists only of the letter indicating prequalification by TxDOT and showing on TxDOT's list of prequalified contractors qualified by confidential questionnaire, how should this be packaged? Part A, Page 6 states loose-leaf three ring binders, but that seems cumbersome for a single letter.	A three-ring binder is required for Volume 2. See also response to #1 found in Q&A Matrix #1.