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MITCHELL E. DANIELS, JR., Governor
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Writer's Direct Line

January 13, 2006

MEMORANDUM

06-01

REVISED

TO: District Directors
District Construction Engineers
Toll Road Operations Engineer
District Materials & Tests Engineers
District Area Engineers
Project Engineers/Supervisors

FROM: Dennis A. Kuchler, Chief
Contracts and Construction Division

A handwritten signature in black ink, appearing to read 'Dennis A. Kuchler', is written over the 'FROM' field.

Subject: Contract Items for Cellular Telephones/Radios

Attached is a new Recurring Special Provision for use when cellular telephones and radios are to be included in construction contracts. The Districts must specify the number of units for each contract for which the provision is to apply based on the following requirements:

1. Phones and radios may ONLY be used on the contract in which they are paid.
2. Phones and radios should only be specified for contracts where their usage is critical to the administration of the contract.
3. Phones and radios are for business use by INDOT employees. The same restrictions that apply to use of INDOT business phones apply to use of contract cellular phones and radios.
4. The District must indicate the number of minutes required per month for the cell phones. This should be based on reasonable expectation of use for INDOT business and may not exceed 1000 minutes per month.
5. If phone or radio units or accessories are damaged while in the custody of INDOT, charges for repairs or replacements will be paid for by Change Order on an approved IC-626. The item to be used for the Change Order will be "105-08525 Cellular Telephone or Radio Repair". The pay unit will be Lump Sum. The unit price will be the service provider's invoiced cost of the repair or replacement with allowable Contractor mark up. A separate Change Order item should be used for each occurrence or group of occurrences that require repair or replacement.

The pay items and units are as follows:

Pay Item	Pay Unit Symbol
105-08520 Cellular Telephone/Radio	EACH
105-08521 Cellular Telephone/Radio Service	MOS
105-06899 Radio	EACH
105-08523 Radio Service	MOS
105-08524 Cellular Telephone/Radio, Additional Charges	DOL

Any questions concerning use of cellular phones and radios on construction contracts should be directed to the Contracts and Construction Division.

DAK:RLH:dls

attachment

CELLULAR TELEPHONES/RADIOS

The Contractor shall provide radio or cellular telephone/radio equipment and services, as specified below, for use by the Department on the contract.

Each radio or cellular telephone/radio unit shall be capable of 2-way radio communication with all other units provided under this contract. Each radio or cellular telephone/radio unit shall have a service coverage area that includes the limits of the contract. Each radio or cellular telephone/radio unit shall include a belt clip system, a 120v AC charger, and a 12v DC mobile charger.

All equipment shall be covered by normal manufacturer's warranties. All radio or cellular telephone/radio units and associated equipment will remain the property of the Contractor and will be returned to the Contractor upon completion of the contract.

The Contractor shall provide the following services for the radio or cellular telephone/radio units.

Radio Service

Radio service shall include the following:

- (a) unlimited direct connect radio service
- (b) no cellular telephone service

Cellular Telephone/Radio Service

Cellular telephone/radio service shall include the following:

- (a) _____ cellular telephone minutes per month
- (b) unlimited nights and weekends service
- (c) unlimited direct connect radio service
- (d) voice mail and caller ID

The Department will be responsible for damage and/or loss of the units beyond that covered by normal manufacture's warranties, while in use by the Department. The Contractor shall provide replacement cellular telephone/radio units, batteries, chargers, etc within one business day of notification of need for the item.

The Contractor shall not enter into any agreement with any service provider or purchase any radio or cellular telephone/radio units for use by the Department until authorized by the Engineer. The Engineer will notify the Contractor a minimum of 10 business days prior to the need for the units.

Radio and cellular telephone/radio units will be paid for at the contract unit price per each. Radio and cellular telephone/radio service will be paid for at the contract unit price per month. Monthly charges for cellular telephone minutes in excess of those specified in the contract will be paid for by the dollar amount for the invoiced price per each occurrence as cellular telephone/radio, additional charges.

Pay Item	Pay Unit Symbol
Cellular Telephone/Radio.....	EACH
Cellular Telephone/Radio Service.....	MOS
Radio.....	EACH
Radio Only Service.....	MOS
Cellular Telephone/Radio, Additional Minutes.....	DOL

1-4-2006

The Contractor shall provide a copy of the detailed invoice from the service provider for each cellular telephone/radio or radio unit each month.
