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STATE OF TEXAS											
DEPARTMENT OF TF	RANS	SPO	RTA	TION	١						
MATERIALS MAINTENANCE CONTRACT											
PROJECT NO. MMC 6415-32-001											
HIGHWAY: SH 36, ETC LIMITS OF WORK: WASHINGTON, ETC											
FOR PURCHASE AND DELIVERY OF MATERIALS ONLY: FLEXIBLE BASE (STOCKPILE)(MATERIALS ONLY)											
			- (1.0. (2								
SUBMITTED FOR 7/25/2022 LETTING:	APPROVED FOR 7/19/2022 LETTING:										
Date			Da	ate	-						
		DocuSigned by:									
Vanl M. Van O.E.	Vanl M. Van J.E. Jan, P.E.										
CONTRACT SPECIALIST											
			4.*								
INDEX OF SHEETS		© 2022									
2A-2D GENERAL NOTES		FED.RD. PROJECT NO. SHEET N			SHEET NO.						
3 ESTIMATE & QUANTITY SHEET		DIV. NO. 6	MMC 64	15-32-001	#						
4 LOCATION MAP & SUMMARY		STATE	DISTRICT		JNTY						
		TEXAS	BRYAN		TON, ETC						
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIAL		n/a	SECTION n/a	JOB n/a	HWY NO. SH 36, ETC						
SPECIFICATION ITEMS INCLUDED IN THE CONTRACT SHALL		11/a	FILENAME	11/a	DATE						
GOVERN ON THIS PROJECT.											

### County: Washington, ETC.

#### **GENERAL NOTES:**

**General Project Description** – This is a MATERIALS ONLY, CALL-OUT Contract for the purchase and delivery of FLEXIBLE BASE (STOCKPILE) to the location(s) specified.

Pre-Bid Contractor questions on this project are to be addressed to the following individual:

Paul M. Ray, P.E. – District Maintenance – Paul.Ray@txdot.gov

Contractor questions will be accepted through email by the above individual.

All contractor questions will be reviewed by the Engineer. Once a response is developed, it will be posted to TXDOT's Public FTP at the following Address:

https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting Responses/

All questions submitted that generate a response will be posted through this site. The site is organized by District, Project Type (Construction or Maintenance), Letting Date, MMC/Project Name.

## **GENERAL REOUIREMENTS AND COVENANTS – ITEMS 1 THRU 9:**

A Work Order, issued by one of the following offices, will specify the location(s) to receive delivery of materials requested in this Contract.

Washington County Maintenance Supervisor (Site 1)Brett Sander979-836-93501821 SH 105Brenham, Texas 77833

Burleson County Maintenance Supervisor (Site 2)Joel Withem979-567-78622157 SH 36 SouthCaldwell, Texas 77836

Milam County Maintenance Supervisor (Site 3)Robert Talafuse254-697-66293303 North TravisCameron, Texas 76520

# ITEM 2 – INSTRUCTIONS TO BIDDERS:

View the plans on-line or download from the web at: https://www.txdot.gov/business/letting-bids/plans-online.html

Order plans from any of the plan reproduction companies shown on the web at:

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#### http://www.dot.state.tx.us/business/contractors consultants/repro companies.htm

Attention Material Providers: Below is a link to TXDOT's website that explains the State's new bidding process for roadway material contracts and the steps for prospective bidders to follow in preparation of a bid: <u>https://www.txdot.gov/business/letting-bids/attention-vendors.html</u>

By signing this proposal, a bidder acknowledges that he/she has a copy of the "Standard Specifications for Construction of Highways, Streets and Bridges", adopted by the Texas Department of Transportation, November 1, 2014. This specification book may be purchased from the Department.

# **ITEM 3 – AWARD AND EXECUTION OF CONTRACT:**

Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A contractor awarded multiple contracts, must be capable and sufficiently staffed to concurrently process any or all contracts at the same time.

Material requests shall be issued by Work Order. Each Work Order shall be scheduled by the assigned TXDOT representative and will specify items, quantities, and delivery location.

Each Work Order sent by the Department is independent and separate from other Work Orders held by the Contractor. If the Contractor is sent multiple Work Orders, they must be equipped to provide, possess, or acquire the necessary material and be sufficiently staffed to fulfill all Work Orders at the same time.

Prior to beginning operations, the Department will arrange a preconstruction conference between representatives of the Department and the Contractor to discuss execution of the Contract.

# **ITEM 4 – SCOPE OF WORK:**

This contract allows for two (2) four-month extensions as allowed by Special Provision 004-004 provided both the Contractor and TXDOT agree.

# **ITEM 6 – CONTROL OF MATERIALS:**

Contractor shall furnish all material in accordance with applicable specifications, test methods and general notes in this Contract and as directed by the Engineer.

Use materials from pre-qualified producers. A list of material producers pre-qualified by the Construction Division (CST) of the Texas Department of Transportation (TXDOT) can be found at the following website: <u>https://www.txdot.gov/business/resources/producer-list.html</u>.

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### **ITEM 8 – PROSECUTION AND PROGRESS:**

Contract time charges shall begin upon issuance of "Authorization to Begin Work" letter. This Contract is for one-hundred and twenty (120) days and shall be computed and charged in accordance with Article 8.3.1.5 "Calendar Day."

Individual Work Order charge days shall run concurrently with Contract time charges.

The delivery hours will be Monday through Thursday from 7:00AM to 5:00PM.

Contractor's driver shall report to the State's representative at the time of arrival at the final delivery location and obtain a signature documenting the date and time on the haul ticket which will include the Work Order number.

Notify the Maintenance Supervisor when encountering any unforeseen delays.

In accordance with Article 8.6 "Failure to Complete Work on Time," liquidated damages shall be charged for each day the Contractor fails to complete delivery on each Work Order unless approved by the Engineer in writing.

### **ITEM 9 – MEASUREMENT AND PAYMENT:**

In accordance with Article 9.2 "Plans Quantity Measurement," plans quantity measurement requirements are not applicable for this contract. Quantities shown in the plans are for bidding purposes only.

TXDOT does not guarantee that all or only the quantities shown in plans for delivery may be requested (under-run/over-run). Contractor should expect to provide materials in the quantity and type requested in the Work Order(s). Material quantities less or more than those listed in the contract estimate (under-run/over-run) may be requested based upon TXDOT needs and requirements and shall be provided at the same cost per unit of measure as per the original bid price.

The acceptance of this contract also does not guarantee that any materials may be purchased (zero-run) by TXDOT during the time period for which the contract is active.

Contractor is responsible for obtaining annual overweight tolerance permit if hauling material which exceeds the legal road weight.

#### **ITEM 500 – MOBILIZATION:**

Mobilization does not apply to this non-site-specific materials Contract.

## ITEM 502 – BARRICADES, SIGNS AND TRAFFIC HANDLING:

The State will provide any traffic control needed.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

#### Item 8007 – Flexible Base (Materials)

Flexible Base shall meet the specifications of Type 'A' and Grade (1-2) material stated in Special Specification SS8007 "FEXIBLE BASE (MATERIALS)".

Delivery cost is subsidiary to Item 8007 materials found in this Contract.

Minimum order per office will be twenty-five (25) tons.

ESTIMATE SUMMARY									
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CODE			DESCRIPTION	N	TOTAL				
ITEM	DESC CODE	SP		T	EST.	FINAL			
NO 8007	6078	NO	FL BS (SITE DEL) (TY A GR 1-2) (SITE 1)	TON	1000.000				
8007			FL BS (SITE DEL) (TY A GR 1-2) (SITE 2)	TON	1000.000				
8007	6080		FL BS (SITE DEL) (TY A GR 1-2) (SITE 3)	TON	1000.000				
ESTIMATE & QUANTITY SHEET									
STATE DIST. NO. COUNTY PROJECT NO.					SHEET NO.				
17			WASHINGTON, ETC.		C 6415-32-001	3			

