



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
www.collincountytx.gov

**ADDENDUM NO. One (1)**

**IFB 2021-233**

## INVITATION FOR BID

**FOR**

### ROAD MATERIALS, EMULSIFIED ASPHALT

Date: July 21, 2021

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES:

CHANGE OF DUE DATE: Change from: Thursday, July 29, 2021 at 2:00 PM  
Change to: Thursday, August 5, 2021 at 2:00 PM

DELETE DOCUMENT: Special Conditions and Specifications  
REPLACE WITH: REVISED Special Conditions and Specifications

DELETE DOCUMENT: Legal notice  
REPLACE WITH: REVISED Legal notice

ADD ATTRIBUTE: #19 – ADDENDUM 1 ACKNOWLEDGEMENT

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,  
MICHELLE CHARNOSKI, NIGP-CPP, CPPB  
PURCHASING AGENT

## 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners Court of Collin County, Texas, sealed bids will be received for **IFB 2021-233 Emulsified Asphalt**.
- 4.2 Purpose: It is the intent of the following specifications to describe various types of Emulsified Asphalt needed by Collin County and various members of the Collin County Governmental Purchasers Forum. Types of asphalt required include but are not necessarily limited to: CRS-2TR, CRS-2, CRS-2H, CSS-1H, CSS-1S, and AE-P. All asphalt must meet the standards set forth in Item #300, Asphalt, Oils and Emulsions, Standard Specifications for Construction of Highways, Streets and Bridges, 2014 Edition, Texas Department of Transportation (TxDOT).
- 4.3 Term: Provide for a contract commencing October 1, 2021 and continuing through and including September 30, 2022 with four (4) optional one (1) year renewals.
- 4.4 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved.
- 4.5 Price Reduction: If during the life of the contract, the Vendor's net prices to its customers for the same product(s) and/or services are reduced below the contracted price, it is understood and agreed that the Collin County shall receive such price reduction.
- 4.6 Price Redetermination: The bidder is to submit a bid that will be fixed for one (1) year. A price re-determination may be considered by Collin County only at the anniversary date of the contract. On each anniversary date of the contract, the Contractor may request a price redetermination in their bid, dependent upon fluctuations in the Producer Price Index (PPI); Group: Nonmetallic mineral products, Emulsified Asphalt; Series ID: WPU13940113A; as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212 at <https://data.bls.gov/cgi-bin/srgate>. ~~Documented~~ Other documented price adjustment at anniversary date, such as direct cost, of labor, materials, and/or delivery costs may be considered at the County's discretion.

Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the redetermination with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety (90) days before the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Contractor will be notified in writing upon approval.

Should a Contractor fail to submit the request and supporting documentation to the proper location ninety (90) days before the anniversary date, contractor shall be deemed to have waived its right to any redetermination in price.

4.6.1 The anniversary date will be October 1 of each year. The 'base' month for determining adjustments will be the sixth (6<sup>th</sup>) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on PPI and/or other documented pricing adjustments between April 2021 and April 2022 and become effective in October 2022. The remaining renewals would follow the corresponding years for April to April.

4.7 Delivery and Pickup: It is estimated that approximately 5% of the required asphalt will be picked up by the various entities from the Vendor's plant site, with the remaining 95% to be delivered by Vendor to various job site locations throughout the County.

4.8 Delivery Time/Demurrage Time: Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall be able to place emulsified asphalt at the Collin County Governmental Purchasers Forum's designated locations within twenty-four (24) hours after receipt of an order. Delivery shall include three (3) hours demurrage. Vendor shall state in the space provided the price per hour, if any, for additional demurrage time. Any exceptions to the required delivery time or demurrage time shall be stated in the space provided.

4.9 Delivery Location: Locations for delivery will be stated on each purchase order.

4.10 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.11 Approximate Usage: Collin County estimated annual expenditure of this contract is \$947,000.00. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Emulsified Asphalt will be ordered on an as-needed basis.

Estimated Annual Usage in Gallons:

CRS-2TR	City of McKinney	15,000
	TOTAL	15,000
CRS-2	Collin County	150,000
	City of McKinney	15,000
	TOTAL	165,000
CRS-2H	Collin County	350,000

	City of McKinney	50,000
	TOTAL	400,000
CSS-1H	Collin County	5,000
	City of McKinney	12,000
	TOTAL	17,000
Dust Control Oil	Collin County Delivered	100,000
CSS-1S (or	Pick up	5,000
approved equal)	TOTAL	105,000
AE-P	City of McKinney	12,000
	TOTAL	12,000

4.12 Dust Control Oil: Dust control oil bid shall dilute with cold water and flow through spray bar and pumps without stopping them up. Bidders submitting bids for dust control oil shall provide a sample for demonstration to the County upon request. Samples of product not meeting these requirements shall be considered unacceptable for award.

4.13 Prices offered shall only be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations. Bidder's price per gallon/ton delivered shall include all cost associated with delivery (i.e. hauling & fuel rates).

4.14 Award: Collin County reserves the right to award or reject this contract by line, in whole or in part as it deems to be in the best interest of the County. Collin County further reserves the right to make a primary and secondary award on this contract. Vendors may submit alternate bid items, which may be awarded at the discretion of the County. Collin County also reserves the right to evaluate line item #2 (CRS-2) and line item #3 (CRS-2H) as a group, and award to one vendor. Bidder is requested to state minimum delivery quantity (if any) and any limitation on delivery schedule (if any) and will be an important consideration in the determination of the lowest and best bid.

4.15 Subcontractors: Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then the Vendor shall be deemed to have agreed to be fully qualified to perform the contract without a subcontractor, and that the Vendor will fully perform the requirements of the contract.

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Vendor further agrees that Collin County and its agents, servants and employees

shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.18 Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork should be attached to the Purchase Order upon which payment is being requested. Invoices must be fully documented as to labor and materials provided and must reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing the proper Purchase Order Number and not having legible signature of the Collin County receiving party on delivery tickets being invoiced.

LEGAL NOTICE

By order of the Commissioners Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, located at 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, August 5, 2021**, for Invitation to Bid **Road Materials, Emulsified Asphalt (IFB No. 2021-233) (C.O. No. 2021-653-07-12)**. Bidders shall submit unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, August 5, 2021 at 2:00 P.M.** by the Purchasing Agent, located at the Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners Court reserves the right to reject any and all bids.

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<b>ATTENTION:</b>	<b>CLASSIFIEDS</b>
<b>BILL TO:</b>	<b>ACCOUNT NO 06100315-000</b>
	<b>COMMISSIONERS COURT</b>

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, July 22, 2021** and **Thursday, July 29, 2021**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

<b>NEWSPAPER:</b>	<b><u>Plano Star Courier</u></b>
<b>DATE:</b>	<b><u>July 15, 2021</u></b>
<b>FAX:</b>	<b><u>972-529-1684</u></b>