



COLLIN COUNTY

Office of the Purchasing Agent
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ADDENDUM NO. ONE (1)

ROAD MATERIALS, CEMENT TREATED BASE & CEMENT STABILIZED BACKFILL

IFB NO. 2023-353

Effective: August 29, 2023

ADD DOCUMENT: Addendum No. One (1)

DELETE DOCUMENT: 4.0 Special Conditions and Specifications

REPLACE WITH: REVISED 4.0 Special Conditions and Specifications (Changes in red)

Cement shall conform to the Texas Highway Department Standards as set forth in item #~~524~~ 276, Standard Specifications for Construction of Highways, Streets and Bridges, November 1, 2014 Edition, Texas Department of Transportation.

ADD ATTRIBUTE: Attribute #22 - Addendum 1 Acknowledgement

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

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

(GZ)

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 2023-353 Road Materials: Cement Treated Base and Cement Stabilized Backfill**.
- 4.2 Purpose: The intended use/purpose for this Invitation for Bid is to describe the cement treated base and cement stabilized backfill needed by Collin County. Cement shall conform to the Texas Highway Department Standards as set forth in item #~~524~~ 276, Standard Specifications for Construction of Highways, Streets and Bridges, November 1, 2014 Edition, Texas Department of Transportation.
- 4.3 Term: Provide for a one (1) year term contract commencing upon award with the option to renew for an additional two (2) one (1) year terms.
- 4.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 4.4 Funding: Funds for payment 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. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.
- 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 shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 4.6 Price Redetermination: The bidder is to submit a bid that will be fixed for six (6) months. A price re-determination may be considered by Collin County only at each of the

6-month intervals of the contract. At each 6-month interval 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; Item: Cement, Hydraulic Series ID: WPU1322; as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <https://www.bls.gov/ppi/> Other documented price adjustment at anniversary date, such as direct cost, labor, materials, and/or delivery costs may be considered at the County's discretion.

The 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 thirty (30) days from the start of the next 6-month interval. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, upon verification of documentation and approval by Purchasing, the adjustment will be submitted to Commissioners Court for approval. Contractor will be notified in writing upon approval.

Should a contractor fail to submit the request and supporting documentation to the proper location at least thirty (30) days ahead of the next 6-month interval, contractor shall be deemed to have waived its right to any redetermination in price.

4.6.1 The first 6-month interval date will be 6-months from the commencement date of award. The 'base' month for determining adjustments will be the third (3rd) month prior to the start of each 6-month interval. The base month is fixed and will not be adjusted interval to interval. The adjustments will be based on the difference in the base month for each applicable renewal period and will become effective on the first day of the new 6-month interval if approved by County.

4.7 Advance Notice/Delivery Time: Collin County will require Cement Treated based and/or Cement Stabilized Backfill to be either picked up by the ordering entity or delivered to various job site locations throughout the County. Cement Treated Base and/or Cement Stabilized Backfill shall be available for pickup twenty-four (24) hours after notification from Collin County. Product ordered for delivery shall be delivered to designated locations on the date and time specified in the Purchase Order. If vendor is unable to deliver or have product ready for pickup within these time frames, vendor should notify County or ordering entity at the time product is ordered or within twenty-four

(24) hours of the scheduled delivery or pick up time. Ordering entity purchase order is required for both pick up and delivery.

- 4.8 Delivery Location: Cement Treated Base and/or Cement Stabilized Backfill shall be delivered by the vendor, if required, to various job site locations throughout the County. Locations for delivery will be stated on the Collin County purchase order. Any additional fees associated with the delivery of material shall be included in the bid price.
- 4.9 Evaluation: For delivery purposes, the evaluation will be made on the price per item to each zone in the best interest of the county (See Attachment A). For pickup purposes, the evaluation of bids shall be based on the pickup price of material plus the distance roundtrip between the McKinney stockpile and the successful bidder's plant site multiplied by the current IRS mileage rate. This will only be taken into consideration when evaluating the responses to this IFB. The address of the McKinney Stockpile for evaluation is 4361 North Central Expressway, McKinney, TX 75071 or GIS Coordinates 33.244353, -96.627211. All bidders should include in their response the address of their plant at which Collin County will be picking up material. The County will enter the addresses into GoogleMaps to calculate the mileage for evaluation purposes.
- 4.10 Award: Collin County reserves the right to award or reject this contract in whole or in part, and/or by line, and/or by item as it deems to be in the best interest of the county. 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. Collin County further reserves the right to make a primary and secondary award on this contract.
- 4.11 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.
- 4.12 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.
- 4.13 Approximate Usage: Estimated value of this contract is \$415,000.00. Estimated annual quantities are listed below for each material Type/Grade. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Materials will be ordered on an as-needed basis.

4.12.1 Cement Treated Base: 5,000 tons

4.12.2 Cement Stabilized Backfill: 5,000 tons

4.14 Specifications:

4.14.1 General Description: **Cement Treated Base (CTB)**, shall consist of aggregate, cement and water uniformly mixed in a central plant in accordance with the following specifications:

4.14.2 Materials:

4.14.2.1 Cement: Cement shall comply with the latest specifications for Portland cement-ASTM C150 (Type I) or Portland-Pozzolan-ASTM C595 (Type IP).

4.14.2.2 Water: Water shall be free from substances deleterious to the hardening of the Cement Treated Base.

4.14.2.3 Aggregate: The aggregate may be any granular material or combinations of aggregates that will, when mixed with adequate amounts of cement and water, produce laboratory mix design Unconfined Compression Test strengths as specified in paragraph 2.5 in accordance with ASTM D 1633 Method "A". The preceding tests will utilize the Moisture-Density Relation as determined by ASTM D-558; AASHTO T-134. The maximum size of aggregate shall pass a 2-inch sieve.

4.14.2.4 Laboratory Mix Design: When requested, mix designs (with water and cement quantities expressed in percent) and test results shall be submitted by the supplier of the CTB material to the Collin County Engineer or their representative.

4.14.2.4.1 Strength Requirements: The unconfined compressive strengths required for the CTB material will be as follows:

4.14.2.4.1.1 Cement Treated Base (CTB): 400 psi-seven days.

4.14.2.4.1.2 Cement Stabilized Backfill (CSB-1) and CSB-2:350 psi-seven days.

4.14.3 Construction Methods:

4.14.3.1 Central Mixing Plant: The aggregate, cement and water shall be mixed in a pug mill as approved by Collin County. The plant shall be equipped with feeding and metering devices that will add the aggregate, cement and water into the mixer in the specified quantities to produce a mixture that will meet or exceed the mix design criteria as stated above. The aggregate and cement shall be mixed sufficiently to prevent cement balls from forming when the mix water is added. The mixing time shall be sufficient to assure intimate and uniform mixture of aggregate, cement and water. The percentage of moisture in the aggregate, at the time of cement application shall be the amount that assures a uniform and intimate mixture of aggregate and cement during mixing operations. It shall not exceed the specified moisture content required for adequate compaction.

Free access to the plant shall be provided to Collin County, the inspector and designated Commercial Testing Laboratory for construction quality control. The mixture shall be hauled to the construction site in trucks having beds cleaned of deleterious material.

4.14.4 **Cement Stabilized Sand** - 1.0 Sacks Cement (CSB-1) per 27 cu. ft. of sand

4.14.4.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASING</u>
2"	100
#200	0-20

4.14.4.2 Plasticity Index (P.I.) shall not exceed six (6).

4.14.4.3 CSB-1 (stabilized sand) shall consist of 1.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

4.14.5 **Cement Stabilized Sand** - 2.0 Sacks Cement (CSB-2) per 27 cu. ft. of sand

4.14.5.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASING</u>
2"	100
#200	0-20

4.14.5.2 Plasticity Index (P.I.) shall not exceed six (6).

4.14.5.3 CSB-2 (stabilized sand) shall consist of 2.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

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 he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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.

4.16 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 a legible signature of the Collin County receiving party on all delivery and/or pick up tickets being invoiced.