

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Concrete Lifting  
BID 20-044*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**Note:** All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

**SUBMIT NO LATER THAN:**

Tuesday, February 4, 2020  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 20-044  
CONCRETE LIFTING**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 01/09/20  
Issued: 01/20/20



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Superior Grouting Services, Inc.		
Business Name (if different from legal name)			
Federal ID # or S.S. # 76-0550878	DUNS # 01-393-2301		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	PO Box 691011		
City/State/Zip	Houston, TX 77269		
Physical Address	8927 Meadow Vista Blvd		
City/State/Zip	Houston, TX 77064		
Phone/Fax Number	Phone: <u>281-894-4175</u> Fax: <u>281-650-5575</u>		
Contact Person	Erica Disney		
E-mail	erica@superiorgrouting.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise <input checked="" type="checkbox"/> _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____		Certification # _____ Certification # 18-02-13745 (S) Certification # _____ Certification # _____
Company's gross annual receipts	<\$500,000 _____		\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____
	\$5,000,000-\$16,999,999 _____		\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	238110, 238190, 238190		
Signature of Authorized Representative			
Printed Name	Erica Disney		
Title	Vice President		
Date	2/3/2020		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the completed pricing form.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 28, 2020 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

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obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

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provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## 2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

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purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

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though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

**3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide concrete lifting materials and labor throughout the County as specified herein.

**4.0 TERM OF CONTRACT:**

The term of this contract is **April 1, 2020 through March 31, 2021**, renewable annually for four (4) years (through 31 March 2025) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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**5.0 TEXAS ETHICS COMMISSION FORM 1295:**

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

5.2 On-line instructions:

5.2.1 Name of governmental entity is to read: Fort Bend County.

5.2.2 Identification number used by the governmental entity is: B20-044.

5.2.3 Description is the title of the solicitation: Concrete Lifting.

5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**6.0 INSURANCE:**

6.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

6.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance is not allowed.
- 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 6.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

**7.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be

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absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **8.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 8.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 8.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of

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the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**9.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**10.0 ASSIGNMENT:**

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

**11.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit <https://beta.sam.gov>.

General Decision Number: 20200038 1/03/2020  
Superseded General Decision Number: TX20190038  
State: Texas  
Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will

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Foundation Drill, Truck Mounted	\$ 15.89
Front End Loader 3 CY or Less	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe	\$ 14.29
Mechanic	\$ 16.96
Milling Machine	\$ 13.53
Motor Grader, Fine Grade	\$ 15.69
Motor Grader, Rough	\$ 14.23
Off Road Hauler	\$ 14.60
Pavement Marking Machine	\$ 11.18
Piledriver	\$ 14.95
Roller, Asphalt	\$ 11.95
Roller, Other	\$ 11.57
Scraper	\$ 13.47
Spreader Box	\$ 13.58
 Servicer	 \$ 13.97
 Steel Worker	
Reinforcing Steel	\$ 15.15
Structural Steel Welder	\$ 12.85
Structural Steel	\$ 14.39
 TRUCK DRIVER	
Low Boy Float	\$ 16.03
Single Axle	\$ 11.46
Single or Tandem Axle Dump	\$ 11.48
Tandem Axle Tractor w/Semi Trailer	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1))

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(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

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200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**12.0 AWARD:**

This contract will be awarded to all bidders meeting specifications.

**13.0 REFERENCES:**

Bidders must submit, with bid, a list of three (3) references of similar service contracts executed within the past twelve (12) months. References must state company name, contact person, telephone number, mailing and email addresses and type of material used to lift.

**14.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

**15.0 DELIVERY:**

The execution of any job to be provided by the contractor shall begin within five (5) working days of notification.

**16.0 SPECIFICATIONS and BID PRICING:**

Vendors are to complete the pricing below each concrete lifting option to include: all supervision, labor, materials, transportation and plant; any other necessary supplies; all operations and equipment to supply, transport, store, mix and pump materials for the purpose of achieving the lifting as presented in the plans and specifications or as amended by the Engineer during construction. Monitor the work to insure that damage does not occur to any existing structure due to contractor processes. Keep complete-records that include records of volumes, pressures, time and refusal condition for each injection for review by the Engineer each working day.

Determine the source, kind and quality of the water, cement, soil and chemical admixtures of the materials listed. Submit this information to the Engineer if applicable for approval in advance of the scheduled construction start date. Submit mix design and test results of grout mixture to the Engineer for approval two (2) weeks prior to the commencement of the work. Submit, for approval by the Engineer, any grout proportioning and strength data from prior experience.

**16.1 Polyurethane:**

Contractor shall furnish, deliver and install, as needed, materials necessary for lifting and undersealing concrete slabs and pavement throughout various Fort Bend County locations in accordance with the following specifications. The contractor shall meet

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or exceed the parameters of the specifications desired herein.

The material used for lifting and undersealing concrete slabs and pavements must be a high density hydro-insensitive polyurethane formulation material. This material will contain a water insoluble diluting agent which creates a reactive formation of dimensionally stable polymer in the presence of excess water. The material must expand to fill any voids or fissures, level concrete, seal pipes, and restore load capacity. The required material must be environmentally safe forcing water out of the effected area. The material must not be affected by water or allow water penetration after the material has been used to treat an affected area. These items shall also govern the polyurethane foam materials used for the lifting and undersealing of concrete slabs and pavements.

The bidder(s) will be required to submit the manufacturer's specifications of the material submitted for bid. This material must be certified by the manufacturer as high density hydro-insensitive polyurethane foam. In the event of any installation, it is required that the awarded contractor conform to those specifications and standards developed by the manufacturer of the material. Installation and labor of this material will be the responsibility of the awarded contractor.

16.1.1 Material: The materials used for raising concrete slabs shall be a high density hydro-insensitive polyurethane formulation.

16.1.2 Properties:

<u>Material</u>	<u>Injected In-Situ (after water injection)</u>
Density, lbs/ft <sup>3</sup>	3.8
Tensile strength, psi	88
Elongation, %	4.8
Compression strength, psi (at yield point)	80

16.1.3 Applicable Documents:

<u>Type Test</u>	<u>ASTM Designation</u>	<u>Title</u>
Shear strength	C273	Test Method for Shear Properties of Sandwich Cores Materials
Solvent resistance	D543	Standard Practices for

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Evaluating the Resistance of  
Plastics to Chemical Reagents

<u>Type Test</u>	<u>ASTM Designation</u>	<u>Title</u>
Coefficient of	D696	Test Method of Coefficient of Linear Expansion Thermal Expansion of Plastics between -30°C and 30°C with a Vitreous Silica Dilatometer
Flexural Strength	D790	Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
Compressive Strength	D1621	Test Method for Compressive Properties of Rigid Cellular Plastics
Density	D1622	Test Method for Apparent Density of Rigid Cellular Plastics
Tensile Strength	D1623	Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics
Dimensional Stability	D2126	Test Method for Response of Rigid Cellular Plastic to Thermal and Humid Aging
Water Absorption	D2842	Test Method of Water Absorption of Rigid Cellular Plastics
Fungus Resistance	G21	Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi

16.1.4 Equipment: A listing of lifting and undersealing equipment shall be submitted to the Road Commissioner for review. The minimum list of equipment required shall be as listed below. The listing is a minimum and shall not preclude the use of

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additional equipment.

- 16.1.4.1 A pneumatic drill, capable of drilling 5/8" diameter holes.
- 16.1.4.2 A truck and/or trailer mounted pumping unit capable of injecting the high density polyurethane formulation between the concrete pavement and the subbase and capable of controlling the rate of rise of the pavement.
- 16.1.4.3 A laser leveling unit used to ensure that the concrete is raised to an even plane and to the required elevations.

16.1.5 Construction Methods:

- 16.1.5.1 Preparation. Prepare a profile of the street or road to determine where the concrete pavement needs to be raised.
- 16.1.5.2 Barricades. Before commencing work, the contractor shall furnish, place and maintain adequate standard warning signs, lights, and flagmen, if necessary, in accordance with the "Manual for Uniform Traffic Control Devices". Where barricades are left on the site overnight, blinking lights shall be left on from sunset to sunrise. No separate payment shall be made for furnishing traffic control devices and flagmen. They shall be considered incidental to the work.
- 16.1.5.3 Drilling. The injection holes shall be drilled in the following manner. A series of 5/8" holes will be drilled at about six to eight foot intervals through the concrete. The exact location and spacing of the holes shall be determined by the contractor. The drilling of the holes shall be considered incidental to this item.
- 16.1.5.4 Injecting. The high density polyurethane formulation is then injected under the slab. As the high density polyurethane chemically reacts, it expands and hardens, exerting the necessary lifting forces. The amount of rise shall be controlled, using the pumping unit, by regulating the rate of injection of the high density polyurethane material. When the nozzle is removed from the hole, any excessive polyurethane material shall be removed from the area and the hole sealed with a non-expansive cement like grout.
- 16.1.5.5 After the high density polyurethane material has set, the Road Commissioner or his representative will test the surface of the

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pavement with a 10 foot straight edge placed parallel to the centerline. In no case shall the maximum ordinate from a 10 foot straight edge to the pavement be greater than ¼ inch. A tight string line may be used to monitor and verify elevations for a slab length of 50 feet or less. For longer sections, a laser lever will be used to monitor and verify elevations. Elevations can also be verified by flooding the area to confirm that the paving has been realigned properly.

- 16.1.5.6 The contractor is responsible for any pavement blowouts, damage to utilities, excessive lifting, and/or uneven pavement that cause ponding, which is result of the raising of the pavement and shall repair or fix the damaged area to the satisfaction of the Road Commissioner, without additional cost to Fort Bend County.
- 16.1.5.7 Set-time. The high density polyurethane formulation used shall set and obtain 90% of its ultimate compressive strength within fifteen (15) minutes from injection.
- 16.1.5.8 Grade Control. Control the final elevations within ¼ inch of the proposed profile elevations. The Road Commissioner or is representative my check the treated area to confirm that the pavement has been aligned properly to facilitate drainage.
- 16.1.6 Guarantee: The contractor agrees to replace, without cost to the County, any work found to be improper or defective and to make good all damage or other work caused by such replacement. The guarantee period for the work is one (1) year from date of placement.
- 16.1.7 Measurement: The high density polyurethane material shall be paid for by square foot, which will include furnishing and injecting material.
- 16.1.8 Payment:
  - 16.1.8.1 The quantity of material to be paid for shall be the quantity actually used, based on the contract unit price shown on the bid form.
  - 16.1.8.2 Only high density polyurethane shall be paid for directly. All other labor, tools, equipment and incidentals including furnishings and operating elevation control devices, drilling of holes; furnishings and installing traffic control devices necessary for the completion of the work shall not be paid for directly, but shall be considered incidental to this item.

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16.1.8.3 The description for this item is: High density polyurethane (raising/undersealing concrete slabs).

16.1.8.4 The unit for this item is: per pound.

Provide unit bid price per pound, as specified herein: \$ 9.70 \_\_\_\_\_.

16.2 Compaction Grouting:

16.2.1 Cement:

16.2.1.1 Furnish cement conforming to DMS-4600, "Hydraulic Cement". Store cement in weather-tight enclosures or procure in weather-tight bags to protect against dampness and contamination. Do not use material that has been subjected to hydration.

16.2.1.2 Supplementary Cementing Materials (SCM):

16.2.1.2.1 Fly Ash: Furnish fly ash conforming to DMS-4610, "Fly Ash".

16.2.1.3 Chemical Mixtures: Furnish admixtures conforming to DMS-4640, "Chemical Admixtures for Concrete." Do not use Calcium Chloride. Do not use bentonite or other clay of medium to high plasticity. Add fly ash as approved by the Engineer.

16.2.1.4 Soil: Furnish natural soil that meets the following gradation requirements:

Table 1  
Soil Gradation Requirements

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3/8"	100
No. 200	10-30

Soil fines must have a liquid limit of 25 or less and a plasticity index of 10 or less when tested according to AASHTO T 89 and T90, respectively. Natural fines may be supplemented by fly ash to achieve the specified percent passing the No. 200 sieve. Fly ash must conform to the

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requirements of Section 2.B. except that the pozzolanic activity index is 75 as given in Table 2 of ASTM C618.

Exact proportions of cement, water and soil are determined by site conditions. The grout mix generally consists of sandy soil with up to 12% cement by weight, and water to form a very stiff mortar-like mixture. Use no admixtures without the approval of the Engineer and previous testing.

16.2.1.5 Water: Furnish water that conforms to Section 421.2.D "Water".

16.2.2 Equipment:

16.2.2.1 Compaction Grout Mixer: Furnish a pugmill type grouting mixer to ensure complete mixing of the stiff grout, or a mixer approved by the Engineer. The compaction grout mixer must be of sufficient capacity to continuously deliver grout having a slump of less than 2 inches at pressures up to 1,000 psi, at flow rates ranging from 0.1 to 5.0 cubic feet per minute.

16.2.2.2 Riser: Furnish a riser elbow having a minimum 1 ft. radius curve to minimize the potential for grout blockage.

16.2.2.3 Gauges: Provide gauges at the pump and the grout pipe head to measure pressure and rate of flow. The type and location of gauges must be approved by the Engineer. Provide a dial gauge or meter capable of measuring to 0.5 cu. ft. or less to measure the amount of grout pumped into the hole. Provide a pressure gauge graduated in 10-psi increments or less to measure the applied pressure. All gauges must be certified accurate to within 2%. Submit certification to the Engineer for review prior to any construction activities. Suitably protect gauges and flow meters to prevent grout clogging or damage from handling, vibration or shock.

16.2.2.4 Grout Hose: Furnish a compaction grout hose having a minimum inside diameter of 2in. with non-restrictive full flow couplings and having sufficient strength for the pressures anticipated and being in good repair.

16.2.2.5 Drilling Equipment: Furnish drilling equipment capable of drilling through there reinforced approach slab, asphalt pavement and subsurface materials. The drilling equipment

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must be capable of installing the casing to be used. Provide flush joint steel casing with a minimum inside diameter of 2 in. The steel casing must have adequate strength to maintain the hole and to withstand the required jacking and pumping pressures.

16.2.3 Construction:

16.2.3.1 Contractor: The Contractor who does this compaction grouting work must have at least three (3) years of experience in soil-cement grouting involving pressures above 200psi. Provide the name of the firm that will do the compaction grouting at the pre- construction conference. Perform no work until the firm is approved by the Engineer.

16.2.3.1.1 Provide a list of major components to be used, such as pumps, hoses, pipes, fittings and drilling equipment, manufacturers' data on size, type, pressure rating, capacity and other critical characteristics for each item prior to the commencement of work.

16.2.3.1.2 Provide a work schedule outlining mobilization, drilling (sequence and location), grouting and demobilization.

16.2.3.1.3 Provide a description of the program for monitoring the work, including means of pressure measurement and movement detection.

16.2.3.1.4 Provide a listing of personnel to perform the work that includes the experience and qualification of key personnel.

16.2.3.1.5 Provide a list of similar work performed in the previous five years, using similar equipment and personnel. Include dates and project locations.

16.2.3.1.6 Submit copies of drilling and grouting report forms for approval by the Engineer.

16.2.3.1.7 Submit certification(s) of grout gauges.

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16.2.3.2 Grout Pipe Installation: Drill and grout primary holes prior to secondary holes. Use a drilling method that is capable of simultaneously drilling the hole and advancing the casing to prevent collapsing the hole. Install the casing in such a way that there is intimate contact with the drilled hole wall in order to prevent grout leakage and/or premature upward movement of the casing during injection of high pressure compaction grout. Furnish and use external packing or other means of assuring grout delivery to the bottom of the hole as approved by the Engineer. Employ only air or air-injected foam to install grout pipes. No other drilling fluids may be used unless approved by the Engineer. Install all grout pipes to within five degrees of vertical, or as directed by the Engineer.

16.2.3.3 Grout Injection Procedures. Continuously monitor grouting pressure and flow rate at the grout pipe head and at the pump by pressure gauges and flow meters. Begin compaction grouting with the primary holes. Begin the secondary hole compaction grouting after the completion of the primary holes. Inject compaction grout in increments of 2 ft. under continuous pressure by the bottom-up method. Controlled compaction grout pumping rates of 0.1 to 5.0 cubic feet per minute are required. The acceptable rate of injection does not exceed 2.0 cubic feet per minute.1.

16.2.3.3.1 Criteria for Raising Grout Pipe.

- a. The grout pressure at the gage located at the grout pipe head exceeds 200 psi.
- b. More than 2 cu. ft. of grout is injected per 2 ft. interval at a pressure of 100 psi or greater.

Tertiary holes are ordered by the Engineer in the field if they are necessary. The drilling and grout quantities of tertiary holes must be no more than 20% of the primary holes. Replace any holes lost due to failure of grouting or drilling equipment at the sole expense of the Contractor.

16.2.4 Testing and Quality Control:

16.2.4.1 Drilling Reports: Prepare and provide drilling reports which contain at least the following information: Name of driller,

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type of drill and method being used, date started, date completed, type of flushing, location of hole, depth of hole and type and depth of material encountered.

16.2.4.2 Grouting Reports: Prepare grouting reports which contain at least the following information: Name of grouting technician, constituents and proportions of grout, log of quantity injected per 5 ft. of hole, date, rate of pumping, grouting pressure at the hole, type of pump, grouting pressure at the pump, and depth of hole. Make drilling reports and grouting reports available to the Engineer at the end of each working day.

16.2.5 Measurement:

16.2.5.1 Drilled Holes: Drilled holes are measured by the foot to the bottom of the hole acceptably drilled and cased.

16.2.5.2 Compaction Grouting: Compaction grouting is measured by the cubic feet of grout used in acceptably completed locations.

16.2.6 Equipment: A listing of lifting and undersealing equipment shall be submitted to the Road Commissioner for review. The minimum list of equipment required shall be as listed below. The listing is a minimum and shall not preclude the use of additional equipment.

16.2.6.1 A truck and/or trailer mounted pumping unit capable of injecting the high density polyurethane formulation between the concrete pavement and the subbase and capable of controlling the rate of rise of the pavement.

16.2.6.2 A laser leveling unit used to ensure that the concrete is raised to an even plane and to the required elevations.

Drilling Bid Price per Linear Foot: \$ 130.00.

Grout Bid Price per Cubic Foot: \$ 10.00.

16.3 Slabjacking:

16.3.1 Slabjacking Slurry:

16.3.1.1 Slurry: A soil-cement mix of three to four parts by volume of a fine, clean, sand-silt mixture with one part of Portland Cement. Mix parts with water to a uniform consistency. The

Initials of Bidder: ED

proper consistency to be used is dependent upon the conditions and location of repair and determined by the Contractor.

16.3.1.2 Soil: fine, clean, sand-silt mixture classified as a SW, SM or ML, free of organic and clays and with minimum of 30 percent of the fines passing the No. 200 sieve.

16.3.1.3 Portland Cement: Type I or Type III cement, as specified by ASTM C 150.

16.3.1.4 Water: conform to the requirements of ASTM C 33.

16.3.2 Slabjacking Equipment:

16.3.2.1 Submit slabjacking equipment specifications to Engineer for review.

16.3.3 Minimum Equipment Requirements:

16.3.3.1 A listing of lifting and undersealing equipment shall be submitted to the Road Commissioner for review. The minimum list of equipment required shall be as listed below. The listing is a minimum and shall not preclude the use of additional equipment.

16.3.3.2 A truck and/or trailer mounted pumping unit capable of injecting the high density polyurethane formulation between the concrete pavement and the subbase and capable of controlling the rate of rise of the pavement.

16.3.3.3 A laser leveling unit used to ensure that the concrete is raised to an even plane and to the required elevations.

16.3.3.4 A plaster or pugmill-type mortar mixer to mix the soil-cement and grout mix slurry (grout) before applying pressure (jacking), unless incorporated into the slabjacking equipment.

16.3.3.5 A hydraulic pumping unit with positive displacement with available flow rate and working pressure to suit application.

16.3.3.6 A pneumatic drill and air compressor capable of drilling 2-1/2" diameter holes

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16.3.4 Preparation:

- 16.3.4.1 Establish the injection hole grid layout as required to develop an effective repair and submit for review by the Engineer.
- 16.3.4.2 Drill 2-1/2" diameter holes through the slab-on-grade.

16.3.5 Operations:

- 16.3.5.1 Mix the grout ingredients to provide a consistency that will allow movement of the grout throughout the voids to adjacent holes. Control the grout consistency so as to prevent leakage or blowout.
- 16.3.5.2 Begin jacking with constant pressure and progress by staggering the holes transversely until all voids have been filled. Pump grout into each hole until the grout can be observed from adjacent holes. Ensure that "pyramiding" does not occur around the hole into which the grout is being pumped. Ensure that no voids remain under the slab. Continue pumping grout to uniformly low areas of the slab to its original position. Stop pumping if the movement becomes non-uniform across the slab. The final position of the slab is that position where the slab no longer raises uniformly or at the point when the perimeter edge of the slab is even with the top of the adjacent slabs.
- 16.3.5.3 Prevention and repair of floor slab blow-ups as well as blowouts are the responsibility of the Contractor. Notify Engineer if and when these occur.

16.3.6 Clean-Up:

- 16.3.6.1 After the nozzle has been removed from each hole, remove excess grout. Any hardened material within the hole should be drilled out after jacking operations are completed. Fill holes with cement grout, tamped into place and floated to a smooth finish.

- 16.3.6.2 Broom excess material and dispose of

properly. Drilling Bid Price per Linear Foot: PER HOLE \$ 60.00.

Grout Bid Price per Cubic Foot: \$ 18.00.

Initials of Bidder: ED

**17.0 REQUIRED FORMS:**

All vendors submitting are required to complete and provide with submission:

- 17.1 References as stated in Section 13.0
- 17.2 Vendor Form
- 17.3 Proof of Required Insurance
- 17.4 W9 Form
- 17.5 Tax Form/Debt/Residence Certification
- 17.6 Contractor Acknowledgement of Stormwater Management Program
- 17.7 No Bid Questionnaire if applicable

Initials of Bidder: ED

CONTRACT SHEET  
B20-044

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 25<sup>th</sup> day of February, 2020  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Superior Grouting Services, Inc. (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for Concrete Lifting  
which are hereto attached and made a part hereof, together with this instrument and the bond (when  
required) shall constitute the full agreement and contract between parties and for furnishing the items  
set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties  
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of February 2020.

Fort Bend County, Texas

By: K.P. George  
County Judge KP George

By: Erica Disney  
Signature of Contractor

By: Erica Disney - Vice President  
Printed Name and Title



## Reference - Experience List

Superior Grouting was formed in 1983 and has been owned and operated by the same individual the entire time. With 35 years of success executing specialty pressure, compaction and chemical grouting projects we know what it takes to get the job done and done right. Comprehensive knowledge and skills to successfully complete complex projects is the key. A few of our recent pressure grouting jobs are listed below.

Katoen Natie  
Distribution Center Parking Lot/Street Agreement  
Tim Gutzman  
PO Box 959, La Porte, TX 77572  
281-907-3011  
[tguzman@ktnusa.com](mailto:tguzman@ktnusa.com)  
Years: 2016-2020  
Polyurethane Injection

Bentwater POA  
Street Lifting Agreement  
John Bleyl  
170 Hillsborough Dr., Montgomery, TX 77356  
936-441-7833  
[JBleyl@bleylengineering.com](mailto:JBleyl@bleylengineering.com)  
Years: 2016-2019  
Polyurethane Injection

Port of Houston Authority/Forde Construction  
Wharf Rehabilitation  
Craig Forrester  
6842 Calle Lozano, Houston, TX 77041  
910-545-2005  
[cforrester@fordeconstruction.com](mailto:cforrester@fordeconstruction.com)  
Compaction Grouting - cementitious

MP Technologies  
Compaction Grouting Interstate I-40 and Union Pacific & Burlington Northern Rail Line  
Steve Duvall  
14140 Cypress North Houston, Cypress, TX 77429  
281-671-6521  
[sduvall@mpnexuslevel.com](mailto:sduvall@mpnexuslevel.com)  
Years: 2017-2020  
Compaction Grouting - cementitious

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Superior Grouting Services, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check **only one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**PO Box 691011**

**6** City, state, and ZIP code  
**Houston, TX 77269**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

-			-								

**or**

**Employer identification number**

76											
-			0551878								

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ **2/3/2020**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

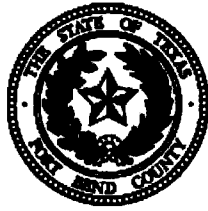
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Superior Grouting Services, Inc.**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

  
Contractor Signature

2/3/2020

Date

**Erica Disney**

Printed Name

**Vice President**

Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Superior Grouting Services, Inc  
Houston, TX United States

Certificate Number:  
2020-587208

Date Filed:  
02/12/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:  
02/25/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B20-044  
Concrete Lifting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Disney, Erica	Houston, TX United States		X
	Rumpza, Ronald	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)