

JOB ORDER/WORK AUTHORIZATION

DATE: September 21, 2016
OWNER: Fort Bend Grand Parkway Toll Road Authority (the "Authority")
CONTRACTOR: Traf-Tex, Inc.
PROJECT: Illumination Replacement
JOB AMOUNT: \$573,750
MASTER SERVICE AGREEMENT DATE: March 23, 2016 (the "Master Service Agreement")

The Contractor agrees to perform the services described on **Exhibit A** and in accordance with the pricing schedule described in Attachment A of **Exhibit B**, both attached to this Job Order. The Authority agrees to pay the Contractor the amount (or in accordance with the fee schedule) shown on the attached **Exhibit A**. All services and payments shall be in accordance with the terms of the Master Service Agreement.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By: 

Chairman, Board of Directors

TRAF-TEX, INC.

By: 

Printed Name: MARIO J. REYNA

Title: PRESIDENT

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

EXHIBIT A

Scope of Work

	FBCTRA		
	Westpark	Ft Bend Pkwy	Total
Light Fixtures	346	379	725
Replacement Cost (\$750/ea.)	\$259,500	\$284,250	\$543,750
Traffic Control (estimated)	\$15,000	\$15,000	\$30,000
Total Cost	\$274,500	\$299,250	\$573,750

FORT BEND COUNTY TOLL ROAD ROADS

REQUEST FOR PROPOSAL

Illumination and Electrical Repair Services

for

Fort Bend Parkway

Grand Parkway Toll Road

Westpark Tollway

Proposal Due Date: March 21, 2016 by 2:00 p.m. CDT

Return Proposal To: Fort Bend Grand Parkway Toll Road Authority
c/o Mike Stone Associates
19875 Southwest Freeway, Suite 270
Sugar Land, TX 77479
(281) 343-0712

Contractor is required to complete information below and include this page as the Cover Sheet to the Contractor's proposal - Contractor's signature below certifies that this proposal and its contents are true and correct to the best of his/her knowledge and all attachments contained herein are valid and represent the Contractor's proposal.

TRAF-TEX, INC.
Contractor (Company Name)

MARIO J. REYNA PRESIDENT
Contractor's Authorized Representative (Name) (Title)

Mario J. Reyna 3/21/2016
Contractor's Authorized Representative (Signature) (Date)

Base Bid Total:

\$ 123,450.⁰⁰/100

Alternate Bid Total:

\$ _____

1. GENERAL OVERVIEW

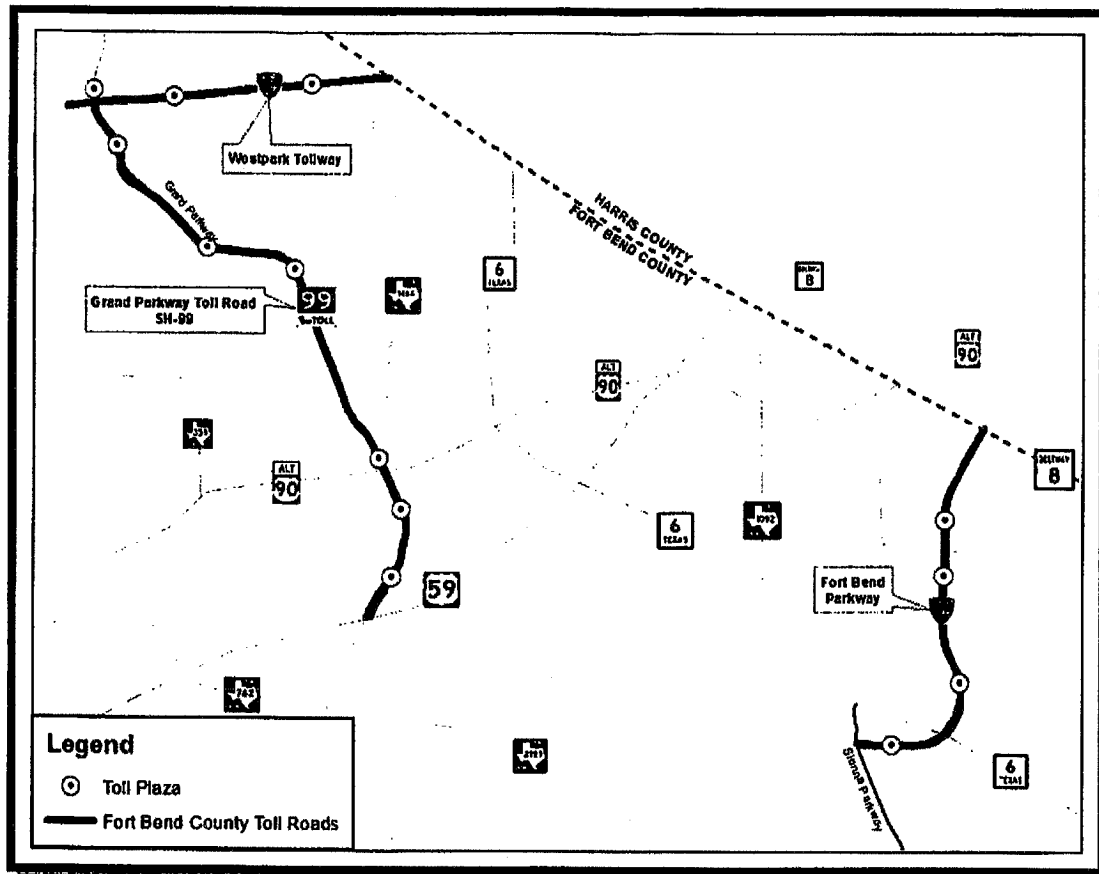
Fort Bend County Toll Road Authority (FBCTRA) operates and maintains the sections of Fort Bend Parkway and Westpark Tollway within Fort Bend County. Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates and maintains Grand Parkway/SH-99 between US-59 and Fry Road. The scope of the Illumination and Electrical Repair Services contract will include all of Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway within Fort Bend County. Throughout the Illumination and Electrical Repair Services Request for Proposal (RFP), FBCTRA and FBGPTRA will be referred to collectively as the "Authority". The selected contractor will enter into a single service agreement with FBGPTRA for performing Illumination and Electrical Repair Services for the Authority on all three toll roads in Fort Bend County.

The Authority currently maintains the following illumination and electrical assets. The quantity of these items will change during the term of the agreement, and this information is only provided to give contractors a sense of the RFP scope.

- 480 roadway illumination poles and fixtures
- 62 Electrical Services
- 20 bridges with 183 underpass illumination fixtures

	Fort Bend Parkway	Westpark Tollway	Grand Parkway	Total
Roadway Illumination				
(TY SP 40S-8-8)(.25 Kw)S	121	159		280
(TY ST 40T-8)(.25 Kw)S	92	7	69	168
(TY ST 40S-8)(.25 Kw)S		21		21
(TY SA 50T-8)(.4 Kw)S			11	11
Total	213	187	80	480
Underpass Illumination				
(TY SPL-CO)(.15 Kw)S(TY 1)	4	42		46
(TY SPL-CO)(.15 Kw)S(TY 2)	63			63
(TY IF)(.15 Kw)			74	74
Total	67	42	74	183

Map of Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway within Fort Bend County



2. PROPOSAL AND CONTRACT REQUIREMENTS

Please read the entire document fully and carefully. If you are selected by the Authority as the vendor to service these contract requirements you will be expected to fulfill the specifications completely and responsibly. Prices for all services shall be firm for the duration of the contract period; beginning on the effective date through September 30, 2017.

2.1 Solicitation Schedule

The following schedule reflects the Authority's intentions for this RFP:

1. Release of RFPMarch 7, 2016
2. Proposals DueMarch 21, 2016
3. Board Review/Approval.....March 23, 2016
4. Contract Awarded with Notice to Proceed by.....April 1, 2016

2.2 Questions

Questions should be submitted via email to the following contact:

Phil Martin
Mike Stone Associates, Inc.
philmartin@mikestoneassociates.com
Office: (713) 574 - 5261

2.3 Submittal Due Date

Fill out, sign and deliver 1 original and 1 copy of the completed proposal in a sealed envelope by 2:00 p.m. CDT on March 21, 2016 to:

Fort Bend Grand Parkway Toll Road Authority
c/o Mike Stone Associates, Inc.
19875 Southwest Freeway, Suite 270
Sugar Land, TX 77479
Attn: Mr. Phil Martin

Late proposals will not be accepted.

2.4 Proposal Content Requirements

Include with your proposal all required forms, completed and signed as necessary. Submit your proposal in a sealed envelope clearly indicating Company Name, RFP Title and the wording, "SEALED PROPOSAL", on the outside of the envelope.

The following documents must be completed in full, submitted in the following order and returned by the designated date and time for a bid to be considered valid. When completing the forms, please use an ink pen and print legibly or generate the forms from a computer print-out. Make sure there are no mistakes; pricing will be binding if a contract is awarded.

The quantities shown on the Pricing Form are considered estimated quantities used to assist the Authority in determining the most advantageous and best valued bid for identified services. There is no guarantee that the estimated quantities will be ordered or required to be performed by the Contractor.

- **Cover Sheet of RFP**

Complete and sign the first page of the RFP and submit as the Cover Sheet to the Contractor's Proposal

- **Attachment A - Pricing Forms**

Pricing provided on these forms shall be valid for the entire contract period with an expected start date of April 1, 2016 and an expected completion date of September 30, 2017. The Fort Bend Grand Parkway Toll Road Authority is exempt from all federal excise, state and local taxes. Texas Limited Sales Tax Exemption Certificates will be furnished upon request.

Contractor must complete all "Unit Cost" and "Extended Cost" lines. All prices must be written in ink or typewritten. In case of discrepancy between unit and extended pricing, unit pricing governs. Pricing shall include all costs associated with the installation, repair, replacement, relocation, addition, etc. of the identified item.

- **Attachment B - Vendor Forms**

Complete the Fort Bend County New Vendor Form, attach a completed and signed current W-9, and submit a 1295 Form as stated.

2.5 Payment

The Contractor will invoice the Authority monthly, and the contractor will submit 3 separate invoices so that services performed on each road are billed separately. The monthly invoice will reference all completed and accepted/closed Work Orders. The monthly invoice will also include quantity completed of each item on the Pricing Forms and associated to a completed, approved and closed Work Order.

The Contractor will be compensated monthly based on an invoice submitted and work orders completed by the Contractor and approved/closed by the Authority. All work completed under this contract is issued, tracked, approved, closed and paid based on Work Orders. All cost items in the monthly invoice must come from a Work Order approved/closed by the Authority or those costs will be rejected.

2.6 Contract Renewal

The Authority may request to renew the original contract, at the same terms, conditions and with future pricing revised according to the Consumer Price Index: CPI-U Based Price Adjustment Calculations for Houston, Texas. Renewals, if any, will be in one year increments, not to exceed three years for the entire contract. Renewals will only be requested by the Authority if the Contractor is performing as expected and within the requirements set forth in the Illumination and Electrical Repair Services RFP. Contractor will be expected to execute a new Service Agreement if a renewal is requested by the Authority.

2.7 Contract Termination

Continued poor performance of work or failure to perform will cause the Contractor to be declared in default of the contract. In the event the Contractor is declared in default, the Authority's sole remedies shall be either (i) terminate the contract, or (ii) give Contractor Notice to Cure. After receiving Notice to Cure, Contractor shall have thirty calendar days to cure the defaults.

3. SPECIAL REQUIREMENTS

3.1 General

The Contractor shall provide the necessary manpower and equipment to perform all work outlined within this RFP. Equipment shall include, but is not limited to tools, roadway and traffic control devices and equipment, vehicles and apparatus, signs, personal protective safety gear and equipment, communication devices, materials and supplies. The Contractor, as needed, shall be responsible for securing separate

sites for employee parking, storage and stock-piling of materials and equipment and offices. Equipment being utilized for roadway work may be stored in the right-of-way overnight, but must be located a minimum of thirty feet from the edge of the roadway.

The Contractor shall perform all work in a manner that precludes damage or destruction of non-work zone areas and/or non-right-of-way areas.

The Contractor will only be paid for work which is actually performed and accepted by the Authority, and authorized by the Authority through contract or directive from the Authority's Representative, Mike Stone Associates.

The Contractor is required, under the Hazardous Communication Act, to provide, with each delivery of applicable hazardous substances as defined by the act, material safety data sheets to the Authority. The Contractor shall maintain a current file of these documents that are producible at the Authority's request.

The Contractor shall be required to provide proof of insurance, certified payrolls with invoices, and upon the request of the Authority material/supply invoices verifying purchases.

The Contractor shall perform maintenance services, repairs, replacements, relocations, removals and installations in a manner consistent with the outlined scope of services, overall industry best practices and in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014; National Electric Code (NEC); OSHA and all applicable industry codes in affect at the time of the performance of the specific work.

3.2 Silence of Specifications

Within this RFP, 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 this RFP 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 proposed.

3.3 Work Flow Process

All work to be completed under this contract will be issued, tracked, approved, closed and paid based on work orders that are administered through an online Work Order System managed by the Authority. The Authority will issue, track, approve and close all Work Orders. Once a work order is issued by the Authority, the Contractor will have a certain period of time to respond to the work order and resolve/repair the issue based on the assigned priority of the work order (see Section 3.4 Service Response Prioritization).

3.4 Service Response Prioritization and Penalty

The Contractor shall respond to the Authority's request for service as established by the following levels of service prioritization:

Priority 1 – Incident / Emergency Service Call

1. Issued via telephone for immediate response by the Contractor. Work order will be issued by the Authority following the service call.
2. Requires communication within 1 hour of notification for service.
3. Requires response to the incident within 24-hours of the initial notification. At this time, contingent upon inspection by the Authority, the Priority may be reclassified or closed.
4. If the Contractor does not arrive on-site, prepared to take necessary action within 24 hours from initial notification of a Priority 1 Service Call, \$1000.00 per day, per service call, shall be deducted from the Contractor's monthly invoice for each hour past the allowed response time it took the Contractor to be on-site.

Priority 2 – Non-Routine Maintenance / Non-Emergency Asset Damage Service Call

1. Priority 2 Services calls are not applicable to the Illumination and Electrical Repairs RFP.

Priority 3 – Routine Maintenance Service Call

1. Issued via work order by the Authority.
2. Contractor has one to thirty calendar days to complete service request as jointly determined by the Authority and Contractor at the time the service is requested.
3. If the Contractor does not complete a Priority 3 Service Call within thirty calendar days from the time the service was requested, \$1,000.00 per calendar day, per service call, shall be deducted from the Contractor's monthly invoice for each calendar day past the allowed completion time it took the Contractor to complete the service call.

3.5 Mobilization

Mobilization costs will not be paid for directly. The Contractor's proposed prices shall be considered inclusive of all overhead (i.e. material, parts, tools, equipment, machinery, computers, cell phones/radios, consumables, supplies, toll charges, etc.) and profit.

3.6 Toll Charges

Contractor will be responsible for all applicable toll charges required to perform the maintenance activities of the Authority. Excessive toll violations by the Contractor during the maintenance contract will be counted against the Contractor's Contract Performance.

3.7 Prevailing Wage Rates

Contractor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates. Accordingly, GC 2258 requires the Contractor to compensate any worker employed on a public works project not less than as applicable per the Wage Rates for Building Construction and Road Bridge Construction section.

3.8 Staff and Vehicle Identification

Any staff, subcontractors, vehicles and machinery used by the Contractor for maintenance of the toll roads must have proper identification. The Contractor's staff must either wear uniforms with Contractor's company name and/or Identification (ID) tags worn by each staff and visible at all times. The Contractor's vehicles and machinery must also be identified with the Contractor's company name/logo easily visible and large enough to be seen within 50 feet of the vehicle.

3.9 Health and Safety Measures

The Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations. The Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public, agents and representatives of the Authority and the Contractor and Subcontractor employees. The Contractor must have and properly utilize safety equipment for all work on the toll roads. Safety equipment must meet all safety laws and regulations and be in sufficient condition to perform properly and provide the safety it was intended to provide.

4. SCOPE OF WORK

All work performed as part of the Illumination and Electrical Repair Services contract will comply with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014. The TxDOT Standard Specifications, along with associated TxDOT Standard Plans and Special Specifications will govern all work performed by the contractor, except as stated or modified below.

4.1 TxDOT Special Specification 6000 – Illumination Maintenance

TxDOT Special Specification 6000 "Illumination Maintenance", included as Attachment C-1 to this proposal, is hereby amended with respect to the clauses cited below. No other clause or requirements are waived or changed.

FBPGTRA will not furnish any luminaires, luminaire poles, mast arms, anchor bolts, and transformer bases. The contractor will be required to supply all materials for all bid items. Material costs should be included in the pricing for all items on the bid sheet.

4.2 TxDOT Special Provision to Item 502 - Barricades, Signs, and Traffic Handling

Barricades, Signs, and Traffic Handling will be performed and invoiced as stated in TxDOT Standard Specifications – Item 502, and as modified by Special Provision 502-001, included as Attachment C-2 to this proposal. Barricades, signs and traffic handling will be bill as Type 4 and will be measured by the hour. FBGPTRA will work with the selected contractor to estimate traffic control hourly quantities before work orders are issued.

Any work performed by the Contractor in the right-of-way may be subject to implementation of traffic control measures and lane closures at the discretion of the Authority. For all lane closures, the Contractor will coordinate with the Authority at least 48 hours in advance. Lane closures shall not be scheduled during the following peak traffic hours, unless approved by the Authority:

Monday – Friday: 6:00 a.m. - 9:00 a.m. and 4:00 p.m. - 7:00 p.m.

Some traffic control measures and lane closures may require the use of a certified law enforcement officer; this requirement will be at the discretion of the Authority. Payment for any law enforcement personnel requested by the Authority will be addressed as stated in Section 4.2 Force Account Work.

4.3 FBGPTRA Special Provision to Item 9 – Measurement and Payment

All Force Account work performed as part of the Illumination and Electrical Repair Services contract will comply with FBGPTRA Special Provision to Item 9, included as Attachment C-3 to this proposal. After any work order is issued that involves Force Account Work, the contractor will provide estimated costs to the Authority before proceeding. The Authority must review and approve cost estimates before work begins. Priority 1 and emergency response costs will be handled on an individual basis and may not require cost estimates before work is approved, if directed by the Authority

ATTACHMENT A - PRICING FORMS

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
BASE BID					
0502-6022	BARR, SIGNS, TRAF HANDLE (TY-4)	HR	\$ 250.00	200	\$ 50,000.00
6000-6003	REPLACE ABOVE-GROUND CONDUIT	LF	\$ 35.00	50	\$ 1,750.00
6000-6006	REPLACE UNDERGROUND CONDUIT	LF	\$ 8.00	50	\$ 400.00
6000-6009	REPLACE CONDUCTOR	LF	\$ 1.78	50	\$ 89.00
6000-6016	INSTALL ELECTRICAL SPLICE	EA	\$ 82.00	5	\$ 410.00
6000-6017	REPAIR ABOVE-GROUND CONDUIT	EA	\$ 376.00	5	\$ 1,880.00
6000-6018	REPAIR UNDERGROUND CONDUIT	EA	\$ 316.00	5	\$ 1,580.00
6000-6020	ROAD BORE	LF	\$ 29.00	500	\$ 14,500.00
6000-6023	REPLACE ROADWAY ILLUM ASSEMBLY (HPS)	EA	\$ 2,820.00	5	\$ 14,100.00
6000-6029	REPLACE UNDERPASS LUMINAIRE (HPS)	EA	\$ 760.00	2	\$ 1,520.00
6000-6032	REPLACE UNDERPASS LUMINAIRE (LED)	EA	\$ 850.00	2	\$ 1,700.00
6000-6038	REPLACE LUMINARE FIXTURE (HPS)	EA	\$ 720.00	5	\$ 3,600.00
6000-6041	REPLACE LUMINARE FIXTURE (LED)	EA	\$ 750.00	5	\$ 3,750.00
6000-6043	REPLACE LUMINAIRE POLE	EA	\$ 2,450.00	5	\$ 12,250.00
6000-6044	REPLACE LUMINAIRE ARMS	EA	\$ 550.00	5	\$ 2,750.00
6000-6056	INSTALL GROUND BOX	EA	\$ 650.00	2	\$ 1,300.00
6000-6057	INSTALL GROUND BOX W / APRON	EA	\$ 890.00	2	\$ 1,780.00
6000-6059	INSTALL FOUNDATION	EA	\$ 1,400.00	5	\$ 7,000.00
6000-6063	REPLACE HAND HOLE COVER	EA	\$ 105.00	10	\$ 1,050.00
6000-6065	REPLACE BALLAST	EA	\$ 315.00	50	\$ 15,750.00
6000-6068	REPLACE FUSED DISCONNECT	EA	\$ 1,295.00	1	\$ 1,295.00
6000-6069	REPLACE LAMP SOCKET (POLE MOUNT FIXTURE)	EA	\$ 85.00	20	\$ 1,700.00
6000-6070	REPLACE LAMP SOCKET (UNDERPASS FIXTURE)	EA	\$ 85.00	5	\$ 425.00
6000-6072	REPLACE LAMP (POLE MOUNT FIXTURE)	EA	\$ 112.00	200	\$ 22,400.00
6000-6073	REPLACE LAMP (UNDERPASS FIXTURE)	EA	\$ 112.00	50	\$ 5,600.00
6000-6077	REPLACE LENS (POLE MOUNTED FIXTURE)	EA	\$ 310.00	25	\$ 7,750.00
6000-6078	REPLACE LENS (UNDERPASS FIXTURE)	EA	\$ 310.00	10	\$ 3,100.00
6000-6082	REPLACE FUSE	EA	\$ 27.00	50	\$ 1,350.00
6000-6083	REPLACE FUSE HOLDER	EA	\$ 155.00	10	\$ 1,550.00
6000-6085	REPLACE STARTING AID	EA	\$ 240.00	10	\$ 2,400.00
6000-6093	REPLACE HAND-OFF-AUTO SWITCH	EA	\$ 145.00	5	\$ 725.00
6000-6106	TROUBLESHOOT FOR REPAIRS	HR	\$ 155.00	20	\$ 3,100.00
6000-6109	REPLACE PHOTOCELL	EA	\$ 110.00	25	\$ 2,750.00
9	FORCE ACCOUNT WORK		-	-	\$ 5,000.00
BASE BID TOTAL				\$	196,304.00
ALTERNATE BID					
6000-6045	MAINTAIN ROADWAY ILLUMINATION	EA	\$ 200.00	480	\$ 96,000.00
6000-6048	MAINTAIN UNDERPASS FIXTURE	EA	\$ 150.00	183	\$ 27,450.00
ALTERNATE BID TOTAL				\$	123,450.00

ATTACHMENT B - VENDOR FORMS



COUNTY PURCHASING AGENT Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642
Fax (281) 341-8645

New Vendor Information

Date: 3/21/2016
To: Purchasing
From: TRAF-TEX, INC.

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Federal ID # or S.S #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization
Legal Company Name	TRAF-TEX, INC.
Remittance Address	P.O. Box 750997
City/State/Zip	HOUSTON, TX, 77275-0997
Physical Address	8420 HANSEN RD.
City/State/Zip	HOUSTON, TX 77075
County	<input type="checkbox"/> Fort Bend County Other: <u>Harris</u>
Phone Number	713-643-5522
Fax Number	713-643-5599
Contact Person	MARID J. REYNA
E-mail	mreyna@traf-tex.com
Special Notes	

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requestor. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRAF-TEX, 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.)
8410 HANSEN ROAD

6 City, state, and ZIP code
HOUSTON, TX 77075

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.

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.

Social security number

or

Employer identification number

76	-	0603345
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶

Manoel Rego

Date ▶ **3/21/2016**

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/w9.

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-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 filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- 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
- 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.

MULLER LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

16555 Southwest Freeway | Suite 200 | Sugar Land, TX 77479 | 281.500.6050

January 4, 2016

HB 1295 INTERESTED PARTY DISCLOSURE

Beginning on January 1, 2016, any business entity that enters into a contract with a political subdivision or state agency will need to complete an interest party disclosure form using the procedure established by the Texas Ethic Commission. This form needs to be completed BEFORE the public entity can execute a contract with a business entity.

Texas Ethics Commission HB 1295 Website/ User LOGIN page;

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Step 1: Create a user account for business entity.

If you have not already done so, you will need to recreate a user account for your business entity. Click on this link above go to the login page.

Video:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Step 2: Complete the Interested Party Disclosure Form Electronically.

Once you have created a login username and password, you will need to complete Form 1295 online. You will need the contract id number to complete the form.

Video:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

Step 3: Sign, Seal and Deliver. Print the completed form, sign and notarize and send electronically to contracts@mullerlawgroup.com

Frequently Asked Questions Page:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

If you have any questions regarding this process, please do not hesitate to contact us.

ATTACHMENT C – SPECIAL SPECIFICATIONS AND PROVISIONS

- Attachment C-1: TxDOT Special Specification 6000 – Illumination Maintenance
- Attachment C-2: TxDOT Special Provision to Item 502 – Barricades, Signs, and Traffic Handling
- Attachment C-3: FBGPTRA Special Provision to Item 9 – Measurement and Payment

Special Specification 6000

Illumination Maintenance



1. DESCRIPTION

Maintain, install, repair, or replace the various appurtenances related to existing illumination systems.

2. LICENSES AND CERTIFICATION

Provide personnel with electrical licensing and electrical certification in accordance with Item 7, "Legal Relations and Responsibilities," and all applicable Special Provisions to Item 7, "Legal Relations and Responsibilities."

3. MATERIALS

Unless otherwise noted on the plans, the Department will furnish luminaires, luminaire poles, mast arms, anchor bolts, and transformer bases. Assume responsibility for all materials furnished by the Department. Use material furnished by the Department for this contract only.

Furnish all materials required to repair breaks or shorts in electrical conductors and cables, including, but not be limited to, all concrete, ground boxes, wire mesh, conduit, conductors, and pipe casing. Ensure materials furnished by the Contractor meet all Department standards and specification requirements.

Return unused or removed salvageable material to the Department upon completion of work and before final payment, at the location shown on the plans or as directed. Dispose of any unsalvageable material in accordance with federal, state, and local regulations.

When performing maintenance on luminaires, verify if fixtures are covered under the manufacturer's warranty. If warranty applies, coordinate with the Department and follow any necessary procedures to have the manufacturer replace or repair fixtures.

4. EQUIPMENT

Furnish all equipment, tools and machinery necessary for the proper prosecution of the work. This will include, but is not limited to, an aerial device capable of reaching, installing and erecting all overhead lights and poles, trenching machine, boring machine, underground conductor detectors, underground fault detectors and splicing tools.

Ensure equipment, tools, and machinery is at the worksite and is in good repair and operating condition before beginning work. Immediately repair or replace any equipment that may affect the quality of the work, as directed.

5. WORK METHODS

Conform to the latest edition of the National Electric Code (NEC) as adopted by the Texas Department of Licensing and Regulations, local utility requirements, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 104, "Removing Concrete"
- Item 400, "Excavation and Backfill for Structures"
- Item 416, "Drilled Shaft Foundations"

- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 432, "Riprap"
- Item 440, "Reinforcing Steel"
- Item 476, "Jacking, Boring or Tunneling Pipe or Box"
- Item 610, "Roadway Illumination Assemblies"
- Item 613, "High Mast Illumination Poles"
- Item 614, "High Mast Illumination Assemblies"
- Item 616, "Performance Testing of Lighting Systems"
- Item 618, "Conduit"
- Item 620, "Conductors"
- Item 621, "Tray Cable"
- Item 622, "Duct Cable"
- Item 624, "Ground Boxes"
- Item 627, "Treated Timber Poles"
- Item 628, "Electrical Services"
- Item 652, "Highway Sign Lighting Fixtures"

Perform work on this contract as directed. Maintain existing roadway illumination systems as directed. Perform a monthly inspection to determine if any maintenance of the illumination system are needed and provide a detailed report to the Engineer. Provide proper maintenance or repairs within 48 hr. of notification. Submit completed maintenance log as directed. Coordinate electric power issues with local utility company.

The term "duct cable" as used herein consists of a complete assembly of conductors enclosed in a high density polyethylene duct.

Perform maintenance, installation, removal, or replacement activities located near any overhead or underground utilities using established industry and utility safety practices. Consult with the appropriate utility company before beginning such work.

Maintain, install, repair or replace the following items in accordance with the details as shown on the plans, the NEC and as directed:

- 5.1. **Conduit.** Install, remove, or replace conduits in accordance with Item 618, "Conduit." Use 90° "sweep" type elbows on conduits entering a ground box or foundation.
 - 5.2. **Electrical Conductors.** Install, remove, or replace electrical conductors in accordance with Item 620, "Electrical Conductors."
- Strap cable as required when installing or replacing conductors in aerial runs. This work is subsidiary to this item.
- 5.3. **Tray Cable.** Install, remove, or replace tray cable in accordance with Item 621, "Tray Cable."
 - 5.4. **Duct Cable.** Install, remove, or replace duct cable in accordance with Item 622, "Duct Cable."
 - 5.5. **Conduit or Duct Cable Repair and Conductor Splices.** Notify the Engineer when an underground break in duct cable or conduit must be located or if a short in a conductor must be located.

Expose the break or short, install the ground box, repair the conduit or duct cable, perform the electrical splices, and backfill. Backfill in accordance with the construction methods of Item 400, "Excavation and Backfill for Structures." New ground boxes will be paid for under, "Install Ground Box."

When a ground box is not needed, expose the break or short, repair conduit or duct cable, remove damaged conductors, and install new conductors. Replace up to 3 ft. of conduit when repairing duct cable, regardless of the number of conduits in trench. Only one repair will be considered for payment per trench. If more than 3 ft. of conduit or duct cable needs to be replaced the additional will be paid for under "Replace Underground Conduit" or "Replace Duct Cable." Replacement of conductors will be paid for under "Install or Replace Conductor." Backfill in accordance with the construction methods of Item 400, "Excavation and Backfill for Structures."

An electrical splice will include the replacement of up to 3 ft. of conductor, regardless of the number of conductors in the conduit. Only one splice will be considered for payment per conduit. If more than 3 ft. of conductor needs to be replaced the additional will be paid for under "Install or Replace Conductor."

Above-ground conduit repairs performed in conjunction with a bid item will be considered subsidiary to the pertinent bid item. Above-ground conduit repairs not performed in conjunction with a bid item will include the replacement of up to 3 ft. of conduit per repair. If more than 3 ft. of conduit must be replaced, the additional will be paid for under "Replace Above-Ground Conduit."

- 5.6. **Bore Operations.** Place underground wiring under roadways by boring in accordance with the construction methods for boring as outlined in Item 476, "Jacking, Boring or Tunneling Pipe or Box." Bore a minimum of 60 in. below the roadway surface (and a minimum of 36 in. below the ditch flow-line) and extend 10 ft. outside the edge of the roadway or as directed. Placement of conduit for the length of the bore will be considered subsidiary to this bid item. Electrical conductors will be paid for under the bid item "Install or Replace Conductor."
- 5.7. **Install, Remove, or Replace Roadway Illumination Assembly.** Install, remove, or replace roadway illumination assemblies. This will include the base, pole, luminaire arms, luminaire, and required wiring.
- 5.8. **Install, Remove, or Replace Underpass Luminaire.** Install, remove, or replace underpass luminaires. This will include the luminaire, junction box, mounting hardware, and required wiring.
- 5.9. **Install, Remove, or Replace Induction Fluorescent Fixture.** Install, remove, or replace induction fluorescent fixture.
- 5.10. **Install, Remove, or Replace Luminaire.** Install, remove, or replace luminaire.
- 5.11. **Replace High Mast Luminaires.** Replace high mast luminaires.
- 5.12. **Replace Luminaire Pole.** Replace luminaire pole. Removing and reinstalling existing luminaires and arms is subsidiary to this item.
- 5.13. **Replace Luminaire Arms.** Replace luminaire arms.
- 5.14. **Maintenance of Roadway Illumination.** Maintain roadway illumination assemblies including replacement of lamps, fuses, fuse holder, starting aid, photocells, ballasts, and other work required to keep lights operational. Relevel the fixture. Clean the reflector and inside and outside of lens with an approved cleaning solution.
- 5.15. **Maintenance of High Mast Illumination.** Maintain high mast illumination assemblies including lowering the ring assembly and the replacement of lamps, fuses, fuse holder, starting aid, photocells, ballasts, and other work required to keep lights operational. Re-aim the lights and clean the lenses and reflectors as directed. Clean the reflector and inside and outside of lens with an approved cleaning solution. Maintain mechanical and electrical equipment as directed.
- 5.16. **Maintenance of Overhead Sign Lighting.** Maintain overhead sign lighting for large signs mounted over the roadway including replacing the ballast, lamps, fuses and lamp sockets in order to properly restore the

lighting to satisfactory operation. Install in accordance with the details shown on the plans or as directed. Clean the reflector and inside and outside of lens with an approved cleaning solution.

- 5.17. **Maintenance of Underpass Fixtures.** Maintain HPS underpass fixtures including the replacement of lamps, fuses, fuse holder, starting aid, photocells, ballasts, and other work required to keep lights operational. Relevel the fixture. Clean the reflector and inside and outside of lens with an approved cleaning solution.
- 5.18. **Maintenance of Induction Fluorescent Fixtures.** Maintain induction fluorescent fixtures including the replacement of lamps, fuses, fuse holder, starting aid, photocells, ballasts, and other work required to keep lights operational. Relevel the fixture. Clean the reflector and inside and outside of lens with an approved cleaning solution.
- 5.19. **Scheduled Preventive Maintenance of Roadway Illumination Assembly.** Inspect and perform the following listed items according to the schedule provided by the Engineer:
 - Inspect and maintain all foundation anchor bolts, nuts, and washers.
 - Prep and touch up rust spots with cold galvanizing spray.
 - Replace lamp and clean fixtures as directed.
 - Replace ballast as directed.
 - Level fixture.
 - Inspect electrical system.
 - Repair shorts or open circuits.
- 5.20. **Scheduled Preventive Maintenance of High Mast Assembly.** Complete and sign "Luminaire Preventive Maintenance for High Mast Lighting" reports. Fill out forms legibly and completely. List all materials used at each location.

Inspect and perform the following listed items according to the schedule provided by the Engineer:

 - Inspect and fill gearbox lubrication reservoir.
 - Lubricate grease fittings.
 - Adjust brake mechanism to proper torque.
 - Inspect cable drum.
 - Inspect all wire rope and cables for deterioration or wear.
 - Inspect safety lanyard.
 - Lower ring and inspect mechanism.
 - Inspect all foundation anchor bolts, nuts, and washers.
 - Inspect welds around baseplate and ground sleeve for visible cracks.
 - Prep and touch up rust spots with cold galvanizing spray.
 - Replace lamps and clean fixtures as directed.
 - Replace ballasts as directed.
 - Replace aviation warning (obstruction) lamps as directed.
 - Inspect electrical system.
 - Repair short or open circuits as directed.
 - Raise ring to proper position.
- 5.21. **Replace Electrical Services.** Replace electrical services in accordance with Item 628, "Electrical Services."
- 5.22. **Replace Service Pole.** Replace service poles by removing the existing service pole, installing the new pole and related electrical service equipment, installing conduit including the elbow below ground for underground service feed or the weatherhead for overhead service feed, and connecting and installing electrical service. Install in accordance with Item 628, "Electrical Services."
- 5.23. **Install Ground Box.** Install ground boxes in conformance with the details shown on the plans and Item 624, "Ground Boxes." When shown on the plans, provide a Class "A" concrete apron conforming to Item 421,

"Hydraulic Cement Concrete." Place ground box to line and grade as approved. All wiring connections required inside the ground box will be considered subsidiary to this bid item.

- 5.24. **Remove Ground Box.** Remove ground box and fill hole with approved fill to at least 6 in. below conduit level. Remove conductors from conduit back to the point of termination. Uncover enough conduit that 90° bends can be removed and conduit reconnected. Clean conduit as per Item 618, "Conduit," and pull and terminate new conductors. Conduit replaced within 5 ft. of the ground box will be subsidiary to this item. Cleaning of conduit and pulling of conductors will be paid under "Install or Replace Conductor." Backfill in accordance with the construction methods of Item 400, "Excavation and Backfill for Structures." If more than 5 ft. of conduit or duct cable needs to be replaced the additional will be paid for under "Replace Underground Conduit" or "Replace Duct Cable."
- If applicable, ground box removal includes removing the existing riprap apron.
- 5.25. **Install Foundation.** Install foundation for roadway illumination assemblies as shown on the plans and in accordance with the materials and construction methods outlined in Item 416, "Drilled Shaft Foundations."
- 5.26. **Remove Foundation.** Remove foundations in accordance with Item 610, "Roadway Illumination Assemblies," and Item 104, "Removing Concrete." Backfill in accordance with the construction methods of Item 400, "Excavation and Backfill for Structures."
- 5.27. **Replace Transformer Base.** Replace transformer base in accordance with the plans or as directed. The removal of the pole, mast arm, and luminaire for replacement of the transformer base only will be considered subsidiary to the pertinent bid items.
- 5.28. **Replace Transformer Base Cover.** Replace damaged or missing covers on existing transformer bases.
- 5.29. **Replace Hand Hole Cover.** Replace damaged or missing covers on existing illumination poles.
- 5.30. **Install Ground Rod.** The installation of ground rods will include running a properly sized copper grounding conductor to the ground connection.
- 5.31. **Replace Ballast.** Replace ballast for pole mounted, underpass, sign and wall pack fixtures in accordance with the details shown on the plans or as directed.
- 5.32. **Replace Ballast (High Mast Lighting).** Replace ballast for high mast fixtures.
- 5.33. **Install or Replace Fused Disconnect.** Install or replace fused disconnect.
- 5.34. **Replace Lamp Socket.** Replace lamp socket for pole mounted, underpass, high mast and wall pack fixtures.
- 5.35. **Replace Lamp.** Replace lamps for pole mounted, underpass, sign and wall pack fixtures. Clean the reflector and inside and outside of lens with an approved cleaning solution.
- 5.36. **Replace Lamp (High Mast Lighting).** Replace lamp for individual high mast fixtures. Clean the reflector and inside and outside of lens with an approved cleaning solution.
- 5.37. **Replace Wall Pack Luminaires.** Replace wall pack luminaires on structures, rest areas, maintenance warehouses, and other facilities.
- 5.38. **Replace Lens.** Replace pole mounted, underpass, sign, wall pack or high mast luminaire lenses.
- 5.39. **Replace Wall Pack Guard.** Replace wall pack guard.
- 5.40. **Replace Fuses.** Replace fuses for pole mounted, underpass, sign and wall pack fixtures, and fused disconnects.

- 5.67. **Replace Wire Rope Pulley.** Replace wire rope pulley.
- 5.68. **Replace Electrical Cable Pulley.** Replace electrical cable pulley.
- 5.69. **Install or Replace Access Hole Cover.** Replace damaged or missing access covers on existing high mast poles.
- 5.70. **Replace High Mast Springs.** Replace high mast spring set.
- 5.71. **Remove and Reinstall High Mast Pole for Repairs.** Remove and reinstall high mast pole from the foundation to perform any repairs to internal components.

6. MEASUREMENT

This Item will be measured as follows.

- 6.1. **Conduit.** By the foot of conduit installed, removed, or replaced. This will include the installation of all hardware necessary to attach and connect the conduit, and any excavation, backfill and compaction.
 - Install Above-Ground Conduit
 - Remove Above-Ground Conduit
 - Replace Above-Ground Conduit
 - Install Underground Conduit
 - Remove Underground Conduit
 - Replace Underground Conduit
- 6.2. **Electrical Conductors.** By the foot of electrical conductor installed, removed, or replaced.
 - Install Conductor
 - Remove Conductor
 - Replace Conductor
- 6.3. **Tray Cable.** By the foot of tray cable installed, removed, or replaced.
 - Install Tray Cable
 - Remove Tray Cable
 - Replace Tray Cable
- 6.4. **Duct Cable.** By the foot of duct cable installed, removed, or replaced. This will include excavation, backfill, and compaction.
 - Install Duct Cable
 - Remove Duct Cable
 - Replace Duct Cable
- 6.5. **Conduit or Duct Cable Repair and Conductor Splices.**
 - Install Electrical Splice. By each electrical splice installed per conduit.
 - Repair Above-Ground Conduit. By each conduit location repaired. This will include the installation of all hardware necessary to attach and connect the conduit
 - Repair Underground Conduit. By each conduit location repaired. This will include excavation, placement of conduit, backfill and compaction.
 - Repair Underground Duct Cable. By each duct cable location repaired. This will include excavation, placement of duct cable, backfill and compaction.
- 6.6. **Road Bore.** By the foot of road bore. This will include conduit installed.

- 6.7. **Install, Remove, or Replace Roadway Illumination Assembly.** By each assembly installed, removed, or replaced. This item includes all wiring and hardware connections above the foundation.
- Install Roadway Illumination Assembly (HPS)
 - Remove Roadway Illumination Assembly (HPS)
 - Replace Roadway Illumination Assembly (HPS)
 - Install Roadway Illumination Assembly (LED)
 - Remove Roadway Illumination Assembly (LED)
 - Replace Roadway Illumination Assembly (LED)
- 6.8. **Install, Remove, or Replace Underpass Luminaire.** By each luminaire installed, removed, or replaced.
- Install Underpass Luminaire (HPS)
 - Remove Underpass Luminaire (HPS)
 - Replace Underpass Luminaire (HPS)
 - Install Underpass Luminaire (LED)
 - Remove Underpass Luminaire (LED)
 - Replace Underpass Luminaire (LED)
- 6.9. **Install, Remove, or Replace Induction Fluorescent Fixture.** By each fixture installed, removed, or replaced.
- Install Induction Fluorescent Fixture
 - Remove Induction Fluorescent Fixture
 - Replace Induction Fluorescent Fixture
- 6.10. **Install, Remove, or Replace Luminaire.** By each luminaire installed, removed, or replaced.
- Install Luminaire (HPS)
 - Remove Luminaire (HPS)
 - Replace Luminaire (HPS)
 - Install Luminaire (LED)
 - Remove Luminaire (LED)
 - Replace Luminaire (LED)
- 6.11. **Replace High Mast Luminaires.** By each high mast luminaire replaced.
- 6.12. **Replace Luminaire Pole.** By each pole replaced.
- 6.13. **Replace Luminaire Arms.** By each luminaire arm replaced.
- 6.14. **Maintain Roadway Illumination.** By each luminaire pole maintained.
- 6.15. **Maintain High Mast Illumination.** By each high mast pole maintained.
- 6.16. **Maintain Overhead Sign Lighting.** By each sign light maintained.
- 6.17. **Maintain Underpass Fixture.** By each underpass fixture maintained.
- 6.18. **Maintain Induction Fluorescent Fixture.** By each induction fluorescent fixture maintained.
- 6.19. **Scheduled Preventive Maintenance (Roadway Illumination Assembly).** By each roadway illumination pole. (Replacing lamp and ballast is subsidiary to this bid item.)
- 6.20. **Scheduled Preventive Maintenance (High Mast Assembly).** By each high mast pole regardless of the number of luminaires on the ring. (Replacing lamps and ballast is subsidiary to this bid item.)

- 6.21. **Replace Electrical Service.** By the each electrical service replaced.
- 6.22. **Replace Service Pole (Timber, Steel, or Concrete).** By each service pole replaced.
- Replace Timber Service Pole
 - Replace Steel Service Pole
 - Replace Concrete Service Pole
- 6.23. **Install Ground Box.** By each ground box installed.
- Install Ground Box
 - Install Ground Box w/ Apron
- 6.24. **Remove Ground Box.** By each ground box removed.
- 6.25. **Install Foundation.** By each foundation installed.
- 6.26. **Remove Foundation.** By each foundation removed.
- 6.27. **Replace Transformer Base.** By each base replaced.
- 6.28. **Replace Transformer Base Cover.** By each cover replaced.
- 6.29. **Replace Hand Hole Cover.** By each cover replaced.
- 6.30. **Install Ground Rod.** By each ground rod installed.
- 6.31. **Replace Ballast.** By each ballast replaced.
- 6.32. **Replace Ballast (High Mast Lighting).** By each high mast ballast replaced.
- 6.33. **Install or Replace Fused Disconnect.** By each fused disconnect installed or replaced.
- Install Fused Disconnect
 - Replace Fused Disconnect
- 6.34. **Replace Lamp Socket.** By each lamp socket replaced for pole mounted, underpass, and wall pack fixtures.
- Replace Lamp Socket for pole mounted fixtures
 - Replace Lamp Socket for underpass fixtures
 - Replace Lamp Socket for wall pack fixtures
 - Replace Lamp Socket for high mast fixture
- 6.35. **Replace Lamp.** By each lamp replaced for pole mounted, underpass, and wall pack fixtures.
- Replace Lamp for pole mounted fixtures
 - Replace Lamp for underpass fixtures
 - Replace Lamp for wall pack fixtures
- 6.36. **Replace Lamp (High Mast Lighting).** By each lamp replaced.
- 6.37. **Replace Wall Pack Luminaire.** By each wall pack replaced.
- 6.38. **Replace Lens.** By each lens replaced
- Replace Lens for pole mounted fixture
 - Replace Lens for underpass fixture
 - Replace Lens for wall pack fixture

- Replace Lens for high mast fixture
- 6.39. **Replace Wall Pack Guard.** By each guard replaced.
- 6.40. **Replace Fuse.** By each fuse replaced.
- 6.41. **Replace Fuse Holder.** By each fuse holder replaced.
- 6.42. **Replace Breakaway Fuse Holder.** By each breakaway fuse holder replaced.
- 6.43. **Replace Starting Aid.** By each starting aid replaced.
- 6.44. **Replace Photocell and Bracket.** By each photocell and bracket replaced.
- 6.45. **Replace Control Transformer.** By each transformer replaced.
 - Replace Control Transformer for High Mast
 - Replace Control Transformer for Electrical Service
- 6.46. **Replace Control Circuit.** By each control circuit replaced.
 - Replace Control Circuit for High Mast
 - Replace Control Circuit for Electrical Service
- 6.47. **Replace Aviation Warning Fixture.** By each obstruction fixture replaced.
- 6.48. **Replace Aviation Warning Lamp.** By each obstruction lamp replaced.
- 6.49. **Replace Hand-Off-Auto Switch.** By each H-O-A control switch replaced.
- 6.50. **Replace Contactor.** By each electromagnetic contactor replaced.
- 6.51. **Replace Meter Base.** By each meter base replaced.
- 6.52. **Replace Time Clock.** By each time clock replaced.
- 6.53. **Replace Breaker Panel.** By each breaker panel replaced.
- 6.54. **Install or Replace Circuit Breaker.** By each circuit breaker installed or replaced.
 - Install Circuit Breaker
 - Replace Circuit Breaker
- 6.55. **Replace Flexible Power Cable or Cord.** By foot of cable or cord replaced.
- 6.56. **Replace Twist Lock Connector.** By each twist lock connector replaced.
- 6.57. **Replace Safety Lanyard.** By foot of chain replaced. Associated hardware is considered subsidiary to this item.
- 6.58. **Raise and Lower Ring (High Mast Lighting).** By each ring raised and lowered (not part of scheduled preventive maintenance).
- 6.59. **Restrap Existing Conduit.** By each strap installed.
- 6.60. **Replace Missing Nuts, Washers, and Other Hardware.** By each nut, washer, or miscellaneous hardware replaced.

- 6.61. **Troubleshoot for Repairs.** By the man-hour of troubleshooting.
- 6.62. **Project Inspections.** By the month.
- 6.63. **Install or Replace Safety Switch.** By each safety switch installed or replaced.
■ Install Safety Switch
■ Replace Safety Switch
- 6.64. **Replace 5/16 in. Wire Rope.** By each 5/16 in. wire rope with swaged terminals replaced.
- 6.65. **Replace 3/8 in. Wire Rope.** By each 3/8 in. wire rope with swaged terminals replaced.
- 6.66. **Replace High Mast Winch.** By each winch replaced.
- 6.67. **Replace Wire Rope Pulley.** By each wire rope pulley replaced.
- 6.68. **Replace Electrical Cable Pulley.** By each electrical cable pulley replaced.
- 6.69. **Install or Replace Access Hole Cover.** By each access cover installed or replaced.
■ Install Access Hole Cover
■ Replace Access Hole Cover
- 6.70. **Replace High Mast Springs.** By each high mast spring set replaced.
- 6.71. **Remove and Reinstall High Mast Pole for Repairs.** By each high mast pole removed and reinstalled.

7. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices bid for the various designations. This price is full compensation for furnishing all material, equipment, labor, fines, tools, and incidentals necessary to complete the work.

Lane closures will be paid for under Special Specification "Lane Closures."

Special Provision to Item 502

Barricades, Signs, and Traffic Handling



For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.2., "Construction," is supplemented by the following:

Provide the traffic control described below and as shown.

Type	Description	Unit
1	1 Lane Closure – 2 Lane Road, No Shoulders - TCP(2-2b)	HR
2	1 Lane Closure – 2 Lane Road, Paved Shoulders – TCP(1-3), TCP (2-3a) Shoulder Closure – 2 Lane Road, Paved Shoulders –TCP (2-1)	HR
3	Lane Closures – Multilane Conventional/Divided Highways – TCP(2-4), TCP(2-6), and TCP(1-5)	HR
4	Freeway Lane Closures (includes closure of necessary Entrance and Exit ramps) – TCP(6-1) thru TCP(6-5)	HR
5	Freeway Lane Closures (includes closure of necessary Entrance and Exit ramps) – TCP(6-1) thru TCP(6-7)	HR

Article 502.3., "Measurement," is voided and replaced by the following:

502.3. Measurement.

Barricades, Signs, and Traffic Handling, Furnish Additional Truck Mount Attenuator, Furnish Additional Port Changeable Message, and Furnish Additional Arrow Board will be measured by the hour.

Article 502.4., "Payment," is voided and replaced by the following:

502.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid at the unit price bid for "Barricades, Signs, and Traffic Handling" of the type specified, "Furnish Additional Truck Mount Attenuator", "Furnish Additional Port Changeable Message", and "Furnish Additional Arrow Board". This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals, except as paid for under Item 510.

Attachment C-3

2014 Specifications

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
SPECIAL PROVISION TO ITEM 9
MEASUREMENT AND PAYMENT

Item 9, "Measurement and Payment," of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements are waived or changed.

Section 9.7.1.1., "Labor", is revised to read in its entirety as follows:

Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 15% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

Section 9.7.1.2., "Insurance and Taxes", is revised to read in its entirety as follows:

An additional 55% of the labor cost, excluding the 15% compensation provided in Section 9.7.1.1., "Labor", will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

Section 9.7.1.3., "Materials", is revised to read in its entirety as follows:

Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 15% of this sum will be paid as compensation for overhead and profit.

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

Certificate Number:
2016-137205

Date Filed:
11/15/2016

Date Acknowledged:
11/16/2016

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

Traf-Tex, Inc.
Houston, TX United States

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

Fort Bend Grand Parkway Toll Road Authority

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.

482455436088
Job No: 482455436088, Illumination Replacement FBCTA

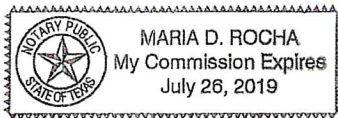
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reyna, Joyce	Houston, TX United States	X	
	Reyna, Mario	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mario J. Reyna
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARIO J. REYNA, this the 15th day of November, 2016, to certify which, witness my hand and seal of office.

Maria D. Rocha
Signature of officer administering oath

MARIA D. ROCHA
Printed name of officer administering oath

Administrative Assistant
Title of officer administering oath