

MEMORANDUM

TO: Judge Robert Hebert
County Judge

B13-080 (1)

9-3-13 # 21A

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on **September 3, 2013**. Thank you.

DATE: September 11, 2013

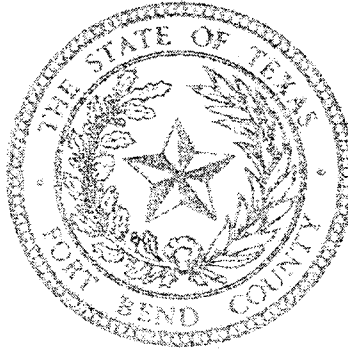


RETURN TO: Norma Weaver
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

1 orig 9-12-13

* Statewide Traffic

**Fort Bend County, Texas
Invitation for Bid**



***Traffic Signalization Project: Cinco Ranch Boulevard at Cinco Crossing Lane and Fry Road
at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road
BID 13-080***

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:

Thursday, August 22, 2013
1:30 PM (Central)

MARK ENVELOPE:

Bid 13-080
Traffic Signals

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED 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 bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed to:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Vendor Information

STATEWIDE TRAFFIC SIGNAL COMPANY
Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-680-2875 713.680-0127
Telephone Number Facsimile Number

1509 W. 34th STREET
Complete Mailing Address (for Correspondence)

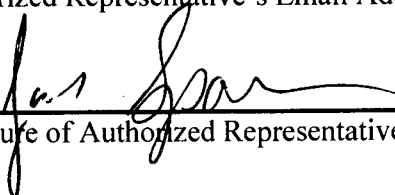
Houston, Tx. 77018
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Joseph G SPANOS
Authorized Representative and Title (printed)

jspanos@statewide-traffic.com
Authorized Representative's Email Address


Signature of Authorized Representative

BID FORM – PART B

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

B. BASE UNIT PRICE TABLE:

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
1	104-2001	REMOVING CONC (PAV)	SY	160	45.00	7,200.00
2	104-2015	REMOVING CONC (SIDEWALKS)	SY	34	20.00	680.00
3	104-2021	REMOVING CONC (CURB)	LF	940	3.00	2,820.00
4	104-2032	REMOVING CONC (WHEELCHAIR RAMP)	SY	26	25.00	650.00
5	110-2001	EXCAVATION (ROADWAY)	CY	250	30.00	7,500.00
6	162-2002	BLOCK SODDING	SY	220	10.00	2,200.00
7	276-2228	CEM TRT (PLNT MX) (CL N) (TY A) (GR 1) (8")	SY	410	19.00	7,790.00
8	292-2007	ASPHALT STAB BASE (GR 2) (PG 64)	TON	18	245.00	4,410.00
9	360-2003	CONC PVMT (CONT REINF - CRCP) (10")	SY	350	74.00	24,600.00
10	416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	125	170.00	21,250.00
11	432-2035	RIPRAP (CONC) (6 IN)	CY	2	250.00	500.00
12	479-2012	ADJ MANHS (IRRIGATION BOX)	EA	1	240.00	240.00
13	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	1,500.00	4,500.00
14	529-2006	CONC CURB (MONO) (TY II)	LF	625	7.00	4,375.00
15	529-2007	CONC CURB (DOWEL)	LF	60	12.00	720.00
16	531-2006	CURB RAMPS (TY 2)	EA	1	1,750.00	1,750.00
17	531-2010	CURB RAMPS (TY 7)	EA	11	1,650.00	18,150.00
18	531-2040	CURB RAMPS (TY 5)	EA	1	2,100.00	2,100.00

Traffic Signalization Project

BID 13-080

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
19	531-XXXX	CONC SIDEWALKS (4.5") (WIDTH VARIES)	LF	155	50.00	7,750.00
20	618-2034	CONDT (PVC) (SCHD 80) (2")	LF	320	7.00	2,240.00
21	618-2035	CONDT (PVC) (SCHD 80) (2") (BORE)	LF	1000	10.00	10,000.00
22	618-2038	CONDT (PVC) (SCHD 80) (3")	LF	50	8.00	400.00
23	618-2039	CONDT (PVC) (SCHD 80) (3") (BORE)	LF	1000	11.00	11,000.00
24	618-2052	CONDT (RM) (2")	LF	410	11.00	4,510.00
25	618-2053	CONDT (RM) (2") (BORE)	LF	140	14.00	1,960.00
26	620-2008	ELEC CONDR (NO. 4) INSULATED	LF	1560	1.50	2,340.00
27	620-2009	ELEC CONDR (NO. 6) BARE	LF	2740	1.00	2,740.00
28	620-2010	ELEC CONDR (NO. 6) INSULATED	LF	90	1.10	99.00
29	621-2004	TRAY CABLE (4 CONDR) (12 AWG)	LF	1010	1.20	1,212.00
30	624-2013	GROUND BOX TY D (162922)	EA	13	700.00	9,100.00
31	628-2101	ELC SRV TY D 120/240 070 (NS) SS (E) SP (U)	EA	3	3,000.00	9,000.00
32	644-2001	IN SM RD SN SUP & AM TY10BWG (1) SA (P)	EA	43	375.00	16,125.00
33	644-2004	IN SM RD SN SUP & AM TY10BWG (1) SA (T)	EA	1	450.00	450.00
34	644-2025	IN SM RD SN SUP & AM TYS80 (1) SA (T)	EA	8	630.00	5,040.00
35	644-2060	REMOVE SM RD SN SUP & AM	EA	24	30.00	720.00
36	666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	LF	900	0.60	540.00
37	666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	270	0.60	162.00
38	666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	660	1.00	660.00
39	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	1340	5.00	6,700.00
40	666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	9	125.00	1,125.00
41	666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	9	125.00	1,125.00
42	666-2188	REFL PAV MRK TY II (Y) (MED NOSE)	EA	9	150.00	1,350.00

Traffic Signalization Project

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Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
43	666-2189	PAVEMENT SEALER 4"	LF	1170	0.05	58.50
44	666-2191	PAVEMENT SEALER 8"	LF	660	0.10	66.00
45	666-2195	PAVEMENT SEALER 24"	LF	1340	0.30	402.00
46	666-2219	PAVEMENT SEALER (ARROW)	EA	9	5.00	45.00
47	666-2220	PAVEMENT SEALER (WORD)	EA	9	5.00	45.00
48	672-2017	REFL PAV MRKR TY II-C-R	EA	105	5.00	525.00
49	677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	120	0.30	36.00
50	677-2003	ELIM EXT PAV MRK & MRKS (8")	LF	170	0.40	68.00
51	677-2005	ELIM EXT PAV MRK & MRKS (12")	LF	760	0.75	570.00
52	677-2007	ELIM EXT PAV MRK & MRKS (24")	LF	460	1.50	690.00
53	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4	50.00	200.00
54	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	EA	4	50.00	200.00
55	680-2003	INSTALL HWY TRF SIG (SYSTEM)	EA	3	42,084.00	126,252.00
56	682-2001	BACK PLATE (12 IN) (3 SEC)	EA	18	40.00	720.00
57	682-2002	BACK PLATE (12 IN) (4 SEC)	EA	3	45.00	135.00
58	682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	3	165.00	495.00
59	682-2023	VEH SIG SEC (12 IN) LED (GRN)	EA	18	165.00	2,970.00
60	682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	6	165.00	990.00
61	682-2025	VEH SIG SEC (12 IN) LED (YEL)	EA	18	165.00	2,970.00
62	682-2026	VEH SIG SEC (12 IN) LED (RED ARW)	EA	3	165.00	495.00
63	682-2027	VEH SIG SEC (12 IN) LED (RED)	EA	18	165.00	2,970.00
64	682-2066	PED SIG SEC (12 IN) LED (COUNTDOWN)	EA	12	410.00	4,920.00
65	684-2007	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	1240	0.80	992.00
66	684-2009	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	1310	1.05	1,375.50

Traffic Signalization Project

BID 13-080

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
67	684-2012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2670	1.60	4,272.00
68	686-2029	INS TRF SIG PL AM (S) 1 ARM (28') LUM	EA	1	4,700.00	4,700.00
69	686-2033	INS TRF SIG PL AM (S) 1 ARM (32') LUM	EA	1	5,000.00	5,000.00
70	686-2035	INS TRF SIG PL AM (S) 1 ARM (36') LUM	EA	1	4,500.00	4,500.00
71	686-2037	INS TRF SIG PL AM (S) 1 ARM (36') LUM	EA	2	5,200.00	10,400.00
72	686-2039	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	2	5,200.00	10,400.00
73	686-2041	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	1	6,000.00	6,000.00
74	686-2043	INS TRF SIG PL AM (S) 1 ARM (44') LUM	EA	1	5,300.00	5,300.00
75	687-2001	PED POLE ASSEMBLY	EA	4	900.00	3,600.00
76	688-2001	PED DETECT (2 INCH PUSH BTN)	EA	12	100.00	1,200.00
77		VIVDS PROCESSOR SYSTEM	EA	3	6,000.00	18,000.00
78		VIVDS SET-UP SYSTEM	EA	3	450.00	1,350.00
79		VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1820	2.05	3,731.00
80		THERMAL TRAFFIC CAMERA W/POWER PACK	EA	9	2,500.00	22,500.00

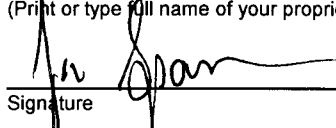
TOTAL BID PRICE:

\$ 458,926.00

BID WILL BE AWARDED ON THE BASIS OF THE TOTAL BID PRICE SHOWN ON THIS PAGE.

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder: STATEWIDE TRAFFIC SIGNAL CONIP.
(Print or type full name of your proprietorship, partnership, corporation, or joint venture.)

**By:  08-21-2013
Signature Date

Name: JOSEPH G. SPANOS PRESIDENT + CEO
(Print or type name) Title

Address: 1509 W. 34th
(Mailing)

HOUSTON TX. 77018
(Street, if different)

Telephone and Fax Number: 713-680-2875 713-680-0127
(Print or type numbers)

* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.

** Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

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 Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. 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 liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond Texas no later than 1:30 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 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing via email to Ms Debbie Kaminski, County Assistant Purchasing Agent at Debbie.Kaminski@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 mailed by certified mail, return receipt requested, to all prospective bidders. 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 addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, August 15, 2013 at 3:00 p.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend 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.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. 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. 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.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 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.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend 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.

- 1.14 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 Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are 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.
- 1.15 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 its responsibility.
- 1.16 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.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete traffic signalization project at the intersections Cinco Ranch Boulevard at Cinco Crossing Lane and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, August 8, 2013 at 10:00AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of five hundred (\$500.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.
 - 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
 - 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
 - 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a

location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract,

irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

10.1 All respondents must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, 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 contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.

10.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

10.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.2.2 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.

10.2.3 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.

10.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

10.3 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 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 2 years beginning from the time the work under this Contract is completed.

10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS 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.

- 11.1 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.
- 11.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be 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.
- 11.3 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.
- 11.4 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.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 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 arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 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.

12.0 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 www.wdol.gov/dba.aspx.

General Decision Number: TX130056 01/04/2013 TX56

Superseded General Decision Number: TX20120056

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).

Modification Number	Publication Date
0	01/04/2013

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98	
ELECTRICIAN	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	\$ 12.34	
Structures	\$ 12.23	
LABORER		
Asphalt Raker	\$ 12.36	
Flagger	\$ 10.33	
Laborer, Common	\$ 11.02	
Laborer, Utility	\$ 11.73	
Pipelayer	\$ 12.12	
Work Zone Barricade		
Servicer	\$ 11.67	
PAINTER (Structures)	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	\$ 14.06	
Asphalt Paving Machine	\$ 14.32	
Broom or Sweeper	\$ 12.68	
Concrete Pavement Finishing Machine	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine	\$ 11.71	
Concrete Saw	\$ 13.99	
Crane, Hydraulic 80 tons or less	\$ 13.86	

Crane, Lattice boom 80 tons or less	\$ 14.97
Crane, Lattice boom over 80 tons	\$ 15.80
Crawler Tractor	\$ 13.68
Excavator, 50,000 pounds or less	\$ 12.71
Excavator, Over 50,000 pounds	\$ 14.53
Foundation Drill, Crawler Mounted	\$ 17.43
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.

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) (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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

- 14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.
- 14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.
- 14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.
- 14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval.

- 14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to

demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.5 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the

increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the

prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to

spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project.

Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

23.0 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.

24.0 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.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 GOVERNING FORMS:

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.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of

the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 120 calendar days (maximum of 120 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

33.0 AWARD:

This contract will be awarded to the lowest and best bid.

34.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

34.1 Vendor Form

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

Contract Sheet
Bid # B13-080

THE STATE OF TEXAS
COUNTY OF FORT BEND

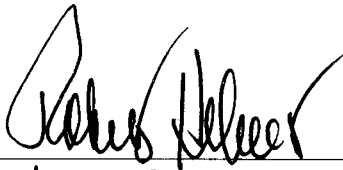
This memorandum of agreement made and entered into on the 3rd day of September, 20 13, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and STATEWIDE TRAFFIC SIGNAL COMPANY (company name) (hereinafter designated Contractor).

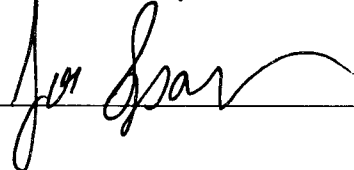
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Traffic Signalization Project** 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 21st day of August, 20 13.

By:  Fort Bend County, Texas
Signed by County Judge 9-12-13
County Judge

By: 
Signature of Contractor

By: JOSEPH G. SPANOS
PRESIDENT + CEO Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #	95-975-7444
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	STATEWIDE TRAFFIC Signal Company Year Business was Established 16 yrs		
Remittance Address	1509 W. 34th STREET		
City/State/Zip	HOUSTON, TX. 77018		
Physical Address	SAME AS ABOVE		
City/State/Zip			
County	<input type="checkbox"/> Fort Bend County Other: HARRIS		
Phone/Fax Number	Phone: 713-680-2875 Fax: 713-680-0127		
Contact Person	MARIA OCHOA		
E-mail	MOCHOA@statewide-traffic.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).			

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

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.	Name (as shown on your income tax return) Statewide Traffic Signal Company	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1509 W 34th St	
	City, state, and ZIP code Houston, TX 77018	
	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 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 chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

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).

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 4.

Sign Here	Signature of U.S. person ▶ <i>Maria R. Ochoa</i>	Date ▶ 8/21/13
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: 13-080

TAX FORM/DEBT/ RESIDENCE CERTIFICATION

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Statewide Traffic Signal Company

Mailing Address: 1509 W 34th St. Houston, Texas 77018

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☐ No ☒

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Statewide Traffic Signal Company is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]

§2252.001 and our principal place of business is Houston, Texas.
[City and State]

BID FORM – PART A

To: **County Purchasing Agent
Fort Bend County
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469**

Project: Traffic Signalization Project – Cinco Ranch Boulevard at Cinco Crossing Lane
and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy
Gaston Road

Bid No.: 13-080

Bidder: _____
(Print or type full name of proprietorship, partnership, corporation, or joint
venture.)

1.0 OFFER

- A. Total Bid Price:** Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Bid is a Bid Bond as required, subject to terms described in the General Requirements.
- C. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- D. Bid Supplements:** The following documents are attached:
- ☒ General Requirements –Section 1.8 Bid Bond
 - ☒ Contract Sheet
 - ☒ References
 - ☒ Certificate of Insurance
 - ☒ W-9 Form
 - ☒ Bid Form

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within 120 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.



SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CNP 79 (3-2013) Page 1 of 3

CUSTOMER Ft. Bend County	DAY PHONE (832) 619-1000 (281) 238-3578
SERVICE ADDRESS 25325 1/2 Cinco Ranch Blvd., Katy, TX 77494	EVENING PHONE
MAILING ADDRESS 738 Highway 6 South, Suite 430, Houston, TX 77079 301 Jackson Street, Richmond, TX 77469	PAGER
ELECTRICIAN	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 04-12-2013 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none">CenterPoint Energy Construction Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NOThe following steps must be complete prior to construction:<ul style="list-style-type: none"><input type="checkbox"/> Pay any up-front contributions for non-standard service \$ _____<input type="checkbox"/> Clear trees along extension route<input type="checkbox"/> Easement charges \$ _____<input type="checkbox"/> Easement execution	To begin the process we request that you provide the following information: <ul style="list-style-type: none"><input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies<input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates<input type="checkbox"/> One Line Diagram<input type="checkbox"/> Load Analysis<input type="checkbox"/> Easements Required-Recorded Warranty Deed Required<input type="checkbox"/> Specifications on Modular Metering Enclosure.
--	--

The following steps must be completed prior to meter installation:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/> Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
<input checked="" type="checkbox"/>	<input type="checkbox"/> Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143
<input checked="" type="checkbox"/>	<input type="checkbox"/> Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX(1-866-797-4839)

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely,

Service Consultant

SERVICE CONSULTANT Jason Filipp	PHONE NUMBER (281) 391-5160
ADDRESS 5431 Hwy Blvd, Katy, TX 77494	
E-MAIL ADDRESS jason.filipp@centerpointenergy.com	
CUSTOMER'S SIGNATURE 	
CUSTOMER'S PRINTED NAME Gilbert Salameo	DATE 4/22/13

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS	
<input type="checkbox"/> Power Quality	
<input type="checkbox"/> Primary Meter	
<input type="checkbox"/> Motor Start	
<input type="checkbox"/> Emergency Generation	
<input type="checkbox"/> Distributed Generation	
<input type="checkbox"/> Major UG Checklist	

<p align="center">GENERAL SERVICE</p> <p> <input type="checkbox"/> 1Ø 3W 120/208 <input checked="" type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service? <input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run? <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____ </p>		<p align="center">SERVICE TYPE</p> <p> _____ FT² <input checked="" type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø <u>2</u> + 3 Ø _____ = <u>2</u> Total KVA Fault Current: Initial <u>6,100</u> Ultimate <u>99,200</u> Amperes RMS Symmetrical at <u>240</u> Volts </p>
<p align="center">CT CAN TYPE</p> <p> <input type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job </p>	<p align="center">CONDUITS ON POLE</p> <p> Size of Conduit _____ No. of Conduits _____ </p>	<p align="center"> For Information Regarding: CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicestandards or For Gas service call (713) 659-2111 </p>

COMMENTS OR NOTES

Customer to acquire private easement across third part property. Customer to follow NESC and CenterPoint Energy Service Standards. Customer and those performing work for customer are expected to comply with all applicable state and/or federal laws regarding working near power lines.

ILLUSTRATION

See Attached.

LEGEND

- X Proposed Pole
- O Existing Pole
- Meter Pole
- Proposed Wire

**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

- (A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.
- (B) In this section, "authorized person" means:
- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
 - (2) an employee of a transportation system working on the system's electrical circuits;
 - (3) an employee of a communication utility;
 - (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
 - (5) an employee of an industrial plant who works on the plant's electrical system; or
 - (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

- (A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.
- (B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.
- (C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.
- (D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

- (A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:
- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
 - (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.
- (B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

- Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:
- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
 - (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
 - (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

- (A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:
- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
 - (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
 - (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.
- (B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads:
- "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."**
- (C) The warning sign must be legible at 12 feet and placed:
- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
 - (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.
- (D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

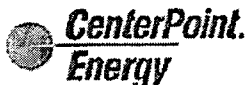
- (A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.
- (B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989
Prior Laws:
Acts 1971, 62nd Leg., p. 76, ch. 41.
Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.



SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CNP 79 (3-2013) Page 1 of 3

CUSTOMER Ft. Bend County	DAY PHONE (832) 610-1000 (281) 238-3578
SERVICE ADDRESS 8102 1/2 S Fry Rd., Katy, TX 77494	EVENING PHONE
MAILING ADDRESS 738 Highway 6 South, Suite 430, Houston, TX 77079	PAGER
ELECTRICIAN 301 Jackson Street, Richmond, TX 77469	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 04-12-2013 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none">CenterPoint Energy Construction Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NOThe following steps must be complete prior to construction:<ul style="list-style-type: none"><input type="checkbox"/> Pay any up-front contributions for non-standard service \$ _____<input type="checkbox"/> Clear trees along extension route<input type="checkbox"/> Easement charges \$ _____<input type="checkbox"/> Easement execution	To begin the process we request that you provide the following information: <ul style="list-style-type: none"><input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies<input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates<input type="checkbox"/> One Line Diagram<input type="checkbox"/> Load Analysis<input type="checkbox"/> Easements Required-Recorded Warranty Deed Required<input type="checkbox"/> Specifications on Modular Metering Enclosure.
--	--

The following steps must be completed prior to meter installation:	
YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/> Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
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CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).

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Sincerely,

Service Consultant

SERVICE CONSULTANT Jason Filipp	PHONE NUMBER (281) 391-5160
ADDRESS 5431 Hwy Blvd, Katy, TX 77494	
E-MAIL ADDRESS jason.filipp@centerpointenergy.com	
CUSTOMER'S SIGNATURE 	
CUSTOMER'S PRINTED NAME Gilbert Saloma	DATE 4/22/13

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS	
<input type="checkbox"/> Power Quality	
<input type="checkbox"/> Primary Meter	
<input type="checkbox"/> Motor Start	
<input type="checkbox"/> Emergency Generation	
<input type="checkbox"/> Distributed Generation	
<input type="checkbox"/> Major UG Checklist	



GENERAL SERVICE		SERVICE TYPE
<input type="checkbox"/> 1Ø 3W 120/208 <input checked="" type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input type="checkbox"/> 3Ø 4W Y 277/480V* *1Ø X 2Ø PT can mounted on 480V Service? <input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run? <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____		_____ FT ² <input checked="" type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø 2 _____ + 3 Ø _____ = 2 _____ Total KVA Fault Current: Initial 6,100 _____ Ultimate 99,200 _____ Amperes RMS Symmetrical at 240 _____ Volts
CT CAN TYPE <input type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job	CONDUITS ON POLE Size of Conduit 12" Max No. of Conduits 3-4" or 4-3"	For Information Regarding: CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicestandards or For Gas service call (713) 659-2111

COMMENTS OR NOTES

Customer to follow NESC and CenterPoint Energy Service Standards. Customer and those performing work for customer are expected to comply with all applicable state and/or federal laws regarding working near power lines.

ILLUSTRATION

See Attached.

- LEGEND**
X Proposed Pole
O Existing Pole
□ Meter Pole
---- Proposed Wire

**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuits;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
- (5) an employee of an industrial plant who works on the plant's electrical system; or
- (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
- (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
- (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads:

"WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
- (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

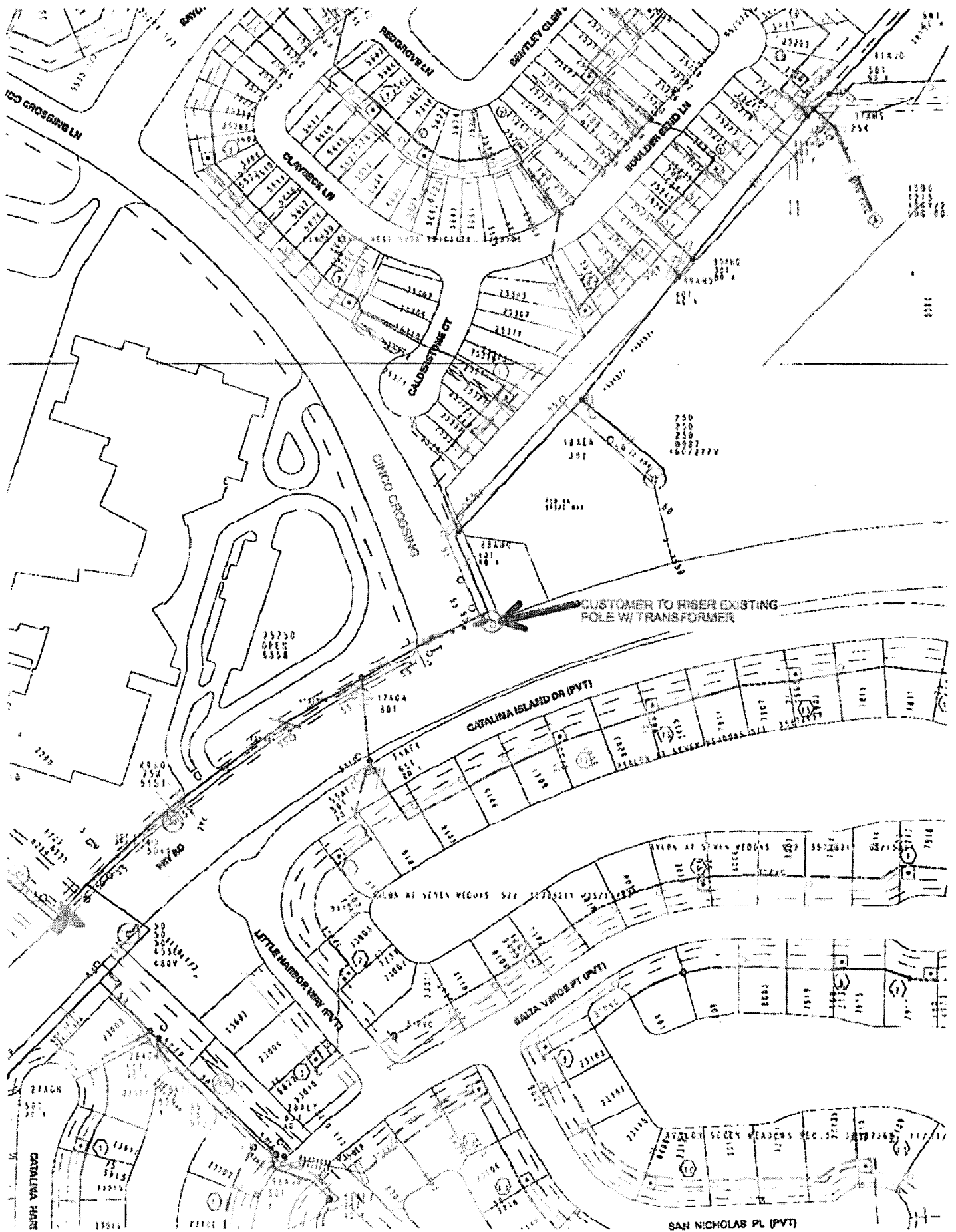
Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989

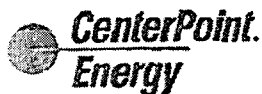
Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

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SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CNP 79 (3-2013) Page 1 of 3

CUSTOMER Fl. Bend County	DAY PHONE (281) 619-1000 (281) 238-3578
SERVICE ADDRESS 27005 1/2 Cinco Ranch Blvd., Katy TX 77494	EVENING PHONE
MAILING ADDRESS 301 Jackson Street, Richmond, TX 77469	PAGER
ELECTRICIAN	CELL PHONE

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The following steps must be completed prior to meter installation:	
YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/> Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
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Sincerely,

Service Consultant

SERVICE CONSULTANT Jason Filipp	PHONE NUMBER (281) 391-5160
ADDRESS 5431 Hwy Blvd, Katy, TX 77494	
E-MAIL ADDRESS jason.filipp@centerpointenergy.com	
CUSTOMER'S SIGNATURE 	
CUSTOMER'S PRINTED NAME Gilbert Salomo	DATE 4/22/13

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/> Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS	
<input type="checkbox"/> Power Quality	
<input type="checkbox"/> Primary Meter	
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<input type="checkbox"/> Major UG Checklist	

GENERAL SERVICE <input type="checkbox"/> 1Ø 3W 120/208 <input checked="" type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service? <input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run? <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____ _____		SERVICE TYPE _____ FT² <input checked="" type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø <u>2</u> + 3 Ø _____ = <u>2</u> Total KVA Fault Current: Initial <u>12,300</u> Ultimate <u>99,200</u> Amperes RMS Symmetrical at <u>240</u> Volts
CT CAN TYPE <input type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job	CONDUITS ON POLE Size of Conduit <u>12" Max</u> No. of Conduits <u>3-4" or 4-3"</u>	For Information Regarding: CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicestandards or For Gas service call (713) 659-2111

COMMENTS OR NOTES

Customer to follow NESC and CenterPoint Energy Service Standards. Customer and those performing work for customer are expected to comply with all applicable state and/or federal laws regarding working near power lines.

ILLUSTRATION

See Attached.

LEGEND

- X Proposed Pole
- Existing Pole
- Meter Pole
- Proposed Wire

**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

- (B) In this section, "authorized person" means:
 - (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
 - (2) an employee of a transportation system working on the system's electrical circuits;
 - (3) an employee of a communication utility;
 - (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
 - (5) an employee of an industrial plant who works on the plant's electrical system; or
 - (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
 - (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
 - (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.
- (B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads:
- "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."**

- (C) The warning sign must be legible at 12 feet and placed:
 - (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
 - (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

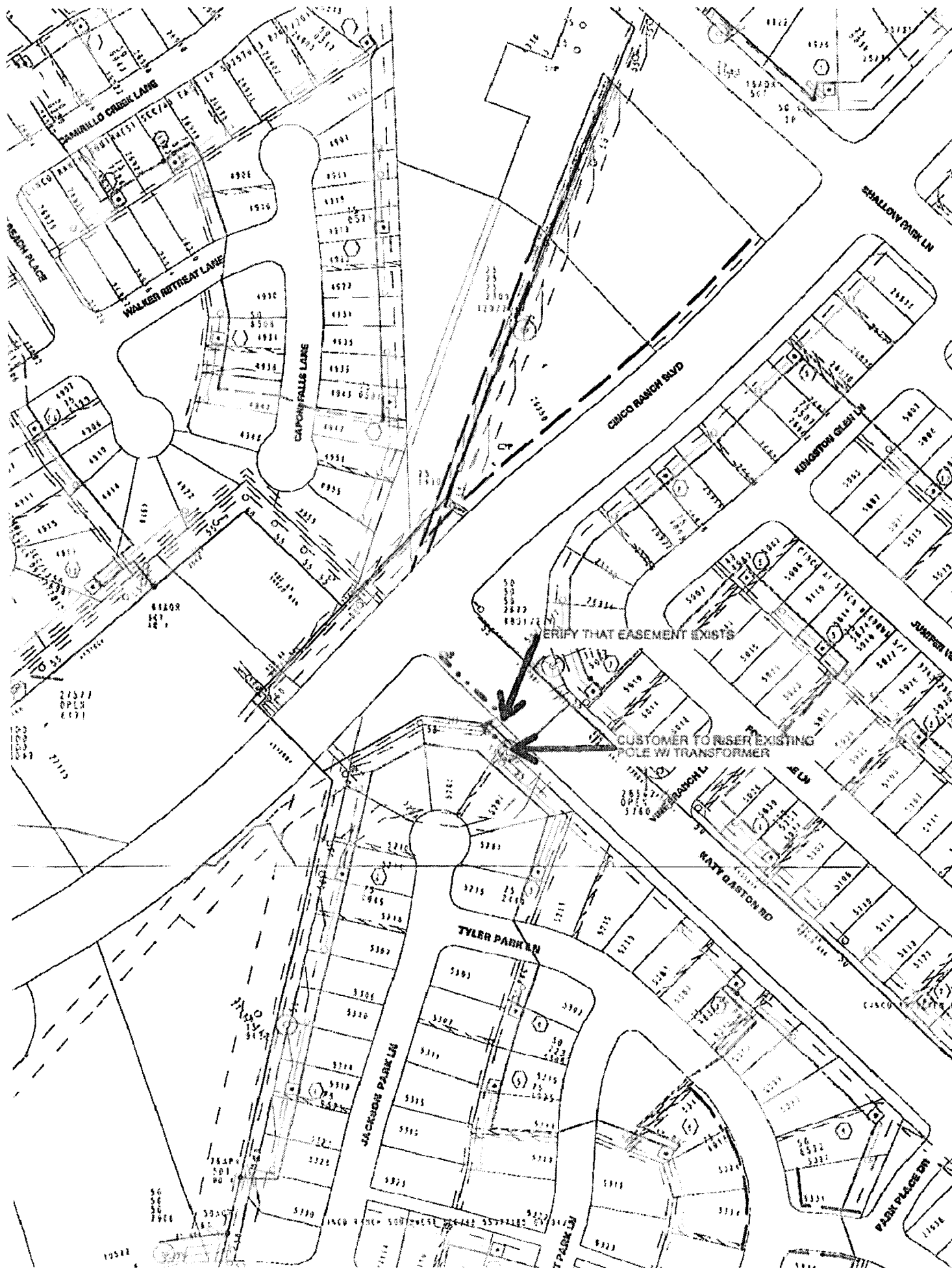
Acts 1980, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1980

Prior Laws:

Acts 1971, 82nd Leg., p. 78, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.



NOTICE OF SPECIFICATIONS

For this project, the contractor shall use the attached Special Provisions, Special Specifications and reference the Specification Book, TXDOT 2004 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, June 1 2004. (SPECIFICATIONS ARE NOT INCLUDED – ITEMS IN PARENTHESIS ARE REFERENCE ITEMS TO SPECIFICATIONS)

104	REMOVING CONCRETE
110	EXCAVATION (132)
162	SODDING FOR EROSION CONTROL (166), (168)
276	CEMENT TREATMENT (PLANT-MIXED) (204), (210), (216), (247), (300), (310), (520)
292	ASPHALT TREATMENT (PLANT-MIXED) (300), (301), (320), (520), (585)
360	CONCRETE PAVEMENT (300), (420), (421), (438), (440), (529), (585)
416	DRILLED SHAFT FOUNDATIONS (420), (421), (440), (448)
432	RIPRAP (420), (421), (427), (440)
479	ADJUSTING MANHOLES AND INLETS
502	BARRICADES, SIGNS AND TRAFFIC HANDLING
529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360), (420), (421), (440)
531	SIDEWALKS (104), (360), (420), (421), (440), (530)
618	CONDUIT (400), (445), (476), (622)
620	ELECTRICAL CONDUCTORS
621	TRAY CABLE
624	GROUND BOXES (421), (440)
628	ELECTRICAL SERVICES (441), (445), (449), (618), (620), (627), (656)
644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421), (440), (441), (442), (445), (634), (636), (643), (656)
666	REFLECTORIZED PAVEMENT MARKINGS (316), (318), (662), (677), (678)
672	RAISED PAVEMENT MARKERS (677), (678)
677	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300), (302), (316)
680	INSTALLATION OF HIGHWAY TRAFFIC SIGNALS (610), (625), (627), (634), (636), (656)
682	VEHICLE AND PEDESTRIAN SIGNAL HEADS
684	TRAFFIC SIGNAL CABLES
686	TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416), (421), (441), (442), (445), (449)
687	PEDESTAL POLE ASSEMBLIES (445), (449), (656), (4003)
688	PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618), (624), (682), (684)

SPECIAL SPECIFICATIONS (INCLUDED)

VIDEO DETECTION

THERMAL TRAFFIC CAMERAS (FLIR –SR SERIES)

SPECIAL PROVISIONS (INCLUDED)

360-002	CONCRETE PAVEMENT
360-003	CONCRETE PAVEMENT
360-007	CONCRETE PAVEMENT
416-001	DRILLED SHAFT FOUNDATIONS
502-033	BARRICADES, SIGNS AND TRAFFIC HANDLING
531-006	SIDEWALKS
620-001	ELECTRICAL CONDUCTORS
624-014	GROUND BOXES
628-003	ELECTRICAL SERVICES
666-014	REFLECTORIZED PAVEMENT MARKINGS
672-034	RAISED PAVEMENT MARKERS
682-003	VEHICLE AND PEDESTRIAN SIGNAL HEADS
687-004	PEDESTAL POLE ASSEMBLIES

END OF DOCUMENT

SPECIFICATION

VIDEO DETECTION

8-20.1 Description

The intent of the following specification is to describe the minimum requirements for providing a complete Video Detection System. Initially, the system shall be capable of providing presence vehicle detection at selected intersections. The video system shall be expandable without removing or replacing existing units.

OVERVIEW:

The purpose of the **Video Unit** is to detect the presence of vehicles over optical detection zones, which are placed on a standard video image (CCIR or EIA). Using standard image sensor optics and in the absence of occlusion, the system shall be able to detect vehicle presence with 98% accuracy under normal conditions (days and nights), and 96% accuracy under adverse conditions (fog, rain, snow).

All items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. The detection algorithms shall have a proven record of field use at other installations for at least three (3) years of service i.e., not including prototype field trials prior to installation. Video cameras shall be available commercially, no sole source cameras will be allowed.

VIDEO VEHICLE DETECTION SYSTEM

GENERAL:

These technical specifications describe the minimum physical and functional properties of a video detection system. The system shall be capable of monitoring all licensed vehicles on the roadway, providing video detection for areas outlined in the construction drawings.

8-20.2 Materials

The entire video vehicle detection system shall consist of the following:

- Video Detection Module VU 1 or VU 2
- VUCom – Remote Monitoring and Image Storage Module.
- Must support TS2 communication to the controller
- Must be compatible with City of Avondale, AZ Advanced Traffic Management System Software
 - Communications unit must provide video back to central in a format the ATMS can decode.
 - Each stream of video must be presented in the ATMS in a single window individually or all video must be combined in a single window.

- The user must have the ability to click on a GIS location and modify settings or view video.
- Video Camera(s) with IR Filter, Lens, Enclosure, and Sunshield.
- Luminaire Arm or Signal Mast Arm Sensor Bracket(s).
- Surge Suppressor.
- Programming Devices and/or Software.
- Coaxial/Power Cable.
- All Other Necessary Equipment for Operation.
- Training for Installation, Operation, and Maintenance.

Video Detection System

- 1.0 The **Video Unit (VU)** shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files. The VU shall be interchangeable between a shelf or rack mount installation without replacing or modifying existing VU units.
- 1.1 The system shall control from 1 to 6 VU boards allowing for 1 to 12 image sensors.
- 1.2 The system shall be designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as well as Type 170/2070 environmental specifications.
- 1.3 Ambient operating temperature shall be from -34 to +74 degrees Centigrade at 0 to 95% relative humidity non-condensing.
- 1.4 The system shall be powered by 12-40 VDC and draw less than 2 amperes.
- 1.5 The system shall utilize cabinet 24 VDC for rack mount installations or external 24 VDC for stand-alone shelf installations.
- 1.6 Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.
- 1.7 Serial communications shall be through an RS232 serial port. This port can be used for communications into a modem or laptop to upload/download detector configurations, count data and software upgrades. RS485 on the rear edge connector shall facilitate communications to other VU boards.
- 1.8 Each VU board shall have 4 opto-isolated open collector outputs. Twenty (20) additional outputs shall be available via the expansion port. The VU shall have 20 presence detection zones and 4 data detection zones per camera. Data zones shall collect and store vehicle counts, volume, speed, gap time, headway, occupancy, and

classification. Data shall be time-stamped (6713 intervals) and stored onboard (non-volatile memory) in intervals from 1-60 minutes.

- 1.9 Data alarms are generated for: queue, inverse direction, speed drop, no video, and errors.
- 1.10 Must be able to provide single or double loop emulation.
- 1.11 Presence hold time must have parameters that range from 10 to 600 seconds.
- 1.12 Each VU board shall allow for 20 digital inputs via the I/O Expansion port.
- 1.13 Each VU board shall have error detection. Outputs will be turned "ON" if the video signal is bad or the VU board is not functioning properly. A user defined quality level will automatically put selected outputs to recall in cases of severe degraded visibility (i.e., fog, blizzard, etc.). Normal detection resumes when visibility improves above the user defined quality level.
- 1.14 Operator selectable recall shall be available via the VU front panel. Holding the recall switch on for 5 seconds shall activate this function.
- 1.15 A video select button on the VU front panel will switch between camera images of the VU 2.
- 1.16 The VU 1 board shall have 1 video input; the VU 2 board shall have 2 video inputs (RS-170 NTSC or CCIR composite video) and one video out.
- 1.17 The VU board shall have a reset button on the front panel to reset video detectors to "learn" the roadway image. During "relearn", selectable recall can be enabled or disabled for immediate operation. Learning time of video detectors shall be less than 6 minutes.
- 1.18 External surge suppression, independent of the VU board shall separate the VU from the image sensor.
- 1.19 The VU board shall have separate light emitting diodes (LEDs) that indicate:

POWER	Red Led to verify power supply.
I/O COMM	Red Led to indicate communications to expansion boards.
VIDEO 1 & 2	Red Led to verify the presence of video input 75 Ohm.
TX & RX	Red Led to indicate communications to other VU modules via the RS485.

OUT1- OUT4 Green Led if the corresponding detection group is active.

The VU board shall also have 2 separate buttons for:

VIDEO SELECT -RECALL

RECALL Manually places call on detectors.

RESET Manually reset detectors to "learn" new background.

VIDEO OUT The VU board shall also have a video out female RCA style connector.

SERVICE B9 female Service port and DB9 I/O Expansion port.

1.20 The VU Expansion board shall also have separate LEDs that indicate:

POWER Red Led to verify power supply.
COMM Red Led to indicate communications to VU board.
I/O1- I/O4 Green Led if the corresponding detection group is active.

The VU Expansion board shall have 8 dip switches that define inputs and outputs used (range: 1-12 or 13-24).

Event Log Database

The VU module shall have an onboard database capable of time stamping and storing 500 events. The Event Log Database can be viewed or downloaded to a selected spread sheet. Erasure of the Event Log Database shall not alter programmed configurations. As a minimum, the VU shall log and time stamp the following events;

- Firmware upgrade.
- Loss of video signal.
- Resumption of video signal.
- Configuration change.
- Bad video quality.
- Loss of power to VU module.
- Resumption of power to VU module.
- Speed alarm.
- Inverse direction.
- Recall activated.

Video System Communication Module

- 1.21 The Communication board shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files.
- 1.22 The Communication board shall control from 1 to 6 VU boards allowing for 1 to 12 image sensors.
- 1.23 The system shall be designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as well as Type 170/2070 environmental specifications.
- 1.24 Ambient operating temperature shall be from -34 to +74 degrees Centigrade at 0 to 95% relative humidity non-condensing.
- 1.25 The system shall be powered by 12-40 VDC and draw less than 2 amperes.
- 1.26 Serial and Ethernet (TCP/IP) communications shall be through respectively an RS232 serial port (F DB9 connector) and Ethernet port (RJ-45 connection). These ports can be used for communications to a laptop or modem to upload/download detector configurations, traffic data, technical events, send software upgrades and do remote setup of detectors. RS485 on the rear edge connector shall facilitate communications to VU boards.
- 1.27 Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.
- 1.28 The Communication board shall have separate light emitting diodes (LEDs) that indicate:

POWER	Red LED to verify power supply.
LAN	Red LED to indicate data activity over Ethernet communication.
VIDEO OUT	Video out female RCA style connector.
RESET	Manual reset to re-initialize communications.
SERVICE	DB9 female Service port for setup of communication board and also used for serial/dial-up communication

2.0 FUNCTIONAL CAPABILITIES

2.1 Real Time Detection

- 2.2 Each VU board shall be capable of processing the video signal of one or two cameras. The video signal shall be analyzed in real time (30 times per second for NTSC video format and 25 frames per second for pal video format).
- 2.3 The system shall be expandable up to 12 cameras that may be connected to different VU units and programmed independently.
- 2.4 The system shall be capable of displaying detectors on the video image with associated outputs. Outputs/Inputs status will be indicated on the screen. Parameters will also include the ability to view raw video without any verbiage and/or detectors for surveillance purposes.
- 2.5 Each VU board will detect within the view of the connected camera the presence of vehicles in user defined zones. Detectors available shall be presence, count, delay, extension, or pulse mode for either arrival or departure of vehicles. Delay and extension shall be defined between 0.1 – 99.9 seconds and pulse mode between 0 – 200ms in 33ms increments if NTSC is used. Each VU board shall also detect and collect within the view of the connected camera traffic data of passing vehicles in user-defined zones.

Collected traffic data by direction shall include:

- Volume (absolute numbers) per length class and per lane.
 - Average speed (km/h or mph) per length class and per lane.
 - Average gap time (1/10 sec) per length class and per lane.
 - Average headway (m or feet) per lane.
 - Occupancy (%) per lane
 - Concentration (vehicles/km or mile) per lane.
 - Average length (m or feet) per lane.
 - Confidence level (0-10) per lane.
- 2.6 The VU board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the VU serial port will facilitate detector programming.

- 2.7 The VU board shall store up to 4 detector configurations. It shall be possible to switch between detector configurations manually, automatically by time of day or remote input.
 - 2.8 Via the serial port, detector configurations can be uploaded to a laptop and stored on disk.
 - 2.9 Detectors may be linked to 24 outputs and 20 inputs using Boolean Logic features: AND, OR, NOT. It will be possible to generate conditional outputs based upon inputs from a controller.
 - 2.10 It shall be possible to make a detector directional sensitive. Options will include an omni-directional detector or a detector that only senses movement: from right to left, left to right, up to down or down to up as you look at the monitor.
 - 2.11 All detectors and parameters can be changed without interrupting detection.
 - 2.12 For example: when one detector is modified all existing detectors continue to operate, including the one that is being modified. When the new position is confirmed, the new detector will enter a learning phase. Once the new detector is in function it will take over the job of the old one. In this way, the detector is always fully operational with no interruption on any detector, even during modification. Learning phases for new detectors shall not exceed 6 minutes.
-
- 2.13 Four data detection zones per camera on a two camera VU board may be used for collection of vehicle count, speed, classification, occupancy, density, headway, and gap time.

Eight data detection zones may be used on a single camera VU board. These detectors will detect and store traffic data at user-defined intervals of 1, 2, 3, 5, 6, 10, 15, 30 & 60 minutes. It shall be possible for each VU board to store up to 6713 intervals of data in non-volatile memory.
 - 2.14 Associated software may be used with a PC to download data and export to a spreadsheet. Software will also be used to upload and download detector configurations, traffic data, technical events, send software versions upgrades and do remote setup of detectors.
 - 2.15 The VU board shall have an internal clock with daylight saving time system, which can be enabled or disabled.
 - 2.16 The VU board shall provide overlaid tool tips for each individual menu- and submenu-items.

- 2.17 The VU board shall have an optional password implementation. Different user-levels shall be available each having different rights. A minimum of 10 users can be defined for each user-level.
- 2.18 The VU board shall be able to delay or extend a detector zone output in combination with an input from the controller.
- 2.19 The VU board shall detect wrong-way drivers and shall provide an alarm/event via communication board and/or output.
- 2.20 The VU board shall provide an alarm and/or output when the user selected queue detection threshold of occupancy is exceeded for more than a user selected time threshold.
- 2.21 The VU board shall distinguish five classes of detected vehicles based upon user selectable vehicle length thresholds.
- 2.22 The VU shall be able to emulate loop emulation with user selectable loop dimensions.

VIDEO SYSTEM COMMUNICATION MODULE:

- 2.23 The Video System Communication board shall control from 1 to 6 VU boards allowing for 1 to 12 image sensors.
- 2.24 The Video System Communication board shall provide a serial or Ethernet interface and communication to provide traffic data and allow remote configuration from the Traffic Operations Center.
- 2.25 The LAN port shall meet IEEE 802.3 with a RJ-45 connector and meet the following specification:
 - Data rates for Ethernet via LAN port: 10Mbit/s
TCP/IP based protocol
- 2.26 The serial communications port shall meet EIA-232-E and meet the following specifications:
 - Dial-up data rates for RS232 via Serial port: maximum 57600 bps
 - Direct data rates for RS232 via Serial port: maximum 115200 bps
 - Mode of operation: asynchronous, serial, 8 bit word, 1 stop bit, duplex or half-duplex
 - Parity: none
 - Handshake: RTS - CTS, DCD
 - Configuration: DTE
- 2.27 The communication shall support all functions of the video detection system.

- 2.28 All data transmissions shall be protected by CRC (cyclic redundancy checking) or an equivalent error detection method.
- 2.29 The communication board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the communication serial port will facilitate board programming.
- 2.30 The communication shall support streaming video over Ethernet and serial communication.
 - Streaming video frame rate:
 - Over Ethernet: 10 frames/second
 - Over serial communication: guarantee of 1 frame/second
- 2.31 Password protected remote setup (configuration upload/download, setup of detectors and detector parameters, setup of communication board parameters, firmware updates for Communication and VU module) and monitoring of every connected VU module shall be possible.
- 2.32 Dialup shall be possible through PSTN modems.
- 2.33 The Communication board shall log data and events provided by the VU module(s) and transmit data and events to the HOST computer.
- 2.34 RS485 communication to every VU module shall be established via the Edge connector.
- 2.35 The Communication board shall be able to store on board pre-post video sequences of alarm triggered upon traffic user defined events. When connected to a HOST computer, the JPEG video sequences shall automatically be downloaded to the HOST computer.
- 2.36 The Communication board shall be able to accept PAL or NTSC video format.
- 2.37 A (via Ethernet) connection with a standard Internet browser shall be possible to communicate with the Communication board for remote set-up, monitoring and real-time data of the VU modules.
- 2.38 Password protection shall be provided on the Communication board for remote operations.

VIDEO BIU MODULE:

- 2.39 The Video BIU board shall control from 1 to 64 detectors

- 2.40 The board shall be able to install in a standard 2 or 4 channel detector rack
- 2.41 The board shall interface with the Communication board
- 2.42 The board shall interface into a TS2 controller via the SDLC

3.0 IMAGE SENSOR- CAMERA

- 3.1 The unit shall be a high resolution, 1/3" image format CCD camera, designed for professional video surveillance systems. Incorporating the latest in CCD technology, the video camera shall provide detailed video without lag, image retention, or geometric distortion.

• Temperature range	-20 to + 50 degrees C
• Humidity	5% to 95% relative, non-condensing
• Dimensions	47mm X 47mm X 83mm
• Weight	7.1 oz.
• Camera mounting slots	1/4-20, top and bottom
• Connectors	BNC for video out
• Lens mount	CS
	Power-in / pressure screw
	Lens / 4-square connector
• Finish	Off-white semi-gloss polyurethane
• Construction	All metal housing
• Rated input voltage	12VDC or 24VAC +/-10% @60Hz
• Nominal power	4 Watts
• Imager	Interline transfer CCD 1/3" format
• Imager spectral response	100% @ 550nm: 30% @ 400nm and 800nm
• Sync system	EIA RS-170
• Active picture elements	768 H X 494 V
• Horizontal resolution	580 TVL
• Sensitivity (3200 K)	Usable Picture
	Full Video
Scene Illumination	fc 0.01 0.048
	lx 0.12 0.48
Imager Illumination	fc 0.0024 0.010
	Lx 0.024 0.10
<i>* F1.2 lens @ 89% highlight</i>	
• Signal to noise ratio	48 dB minimum
• AGC	21 dB, (max)
• Electronic Shutter	1/60 to 1/600000 sec. (EIA)
• Aperture Correction	Horizontal and vertical symmetrical
• Video out	1.0 volts peak-to-peak +/- 0.1 volt @ 75 Ohms

- Programmable Controls Video level, shutter, AGC, BLC, Auto Black

4.0 IMAGE SENSOR- LENS

4.1 The camera lens shall be a motorized vari-focal 6.5-65mm with auto iris.

- Image format 1/3 inch
- Focal length 10X zoom (6.5-65mm)
- Iris range f 1.4 – Approx. 360 (With ND Spot Filter)
- Back focus distance 9.85mm (in air)
- Weight 285g
- Size 104.3mm X 70mm X 60mm
- Lens mount CS
- Iris control DC 4-pin square
- Focus control Motorized
- Zoom Motorized

5.0 IMAGE SENSOR- HOUSING

5.1 The environmental housing shall be an aluminum enclosure designed for outdoor CCD camera installations.

- Temperature range -40 to +122 degrees F
- Dimensions 18.4" x 4" x 4.4"
- Weight 5.6 lbs.
- Housing mounting Three 1/4-20 tapped holes
- Camera mounting Removable cradle assembly
- Cable entry Three liquid-tight fittings that will accept cable diameters of:
 - One fitting - 2 to 7 mm
 - Two fittings - 3 to 10 mm
- Finish Light gray semi-gloss polyurethane
- Construction Extruded aluminum housing,
 - Aluminum rear-end cap,
 - Aluminum front cap with glass face plate, and aluminum cradle
 - A sunshield shall be included
- Window 3 mm thick glass that includes a Thermostatically-controlled window

	Heater/defogger strip
• Rated input voltage	115 VAC, 50/60 Hertz
• Voltage range	108 VAC to 132 VAC
• Output voltage	24 VAC, 50/60 Hertz
• Nominal power	30 Watts (Heater requires 10 watts)
• Enclosure protection	Waterproof and dust-tight, IP68 Designed to meet NEMA-6P

6.0 SURGE PROTECTION

6.1 A video surge suppressor(s) shall be available for installation inside the traffic signal controller cabinet. The suppressor shall provide coaxial cable connection points to an EDCO CX06-M or approved equal transient suppresser for each image sensor.

• Peak Surge Current (8 x 20 us)	20 KA
• Technology	Hybrid, Solid State
• Attenuation	0.1db @ 10Mhz
• Response Time	<1 nanosecond
• Protection	Line to Ground
• Shield to Ground	(isolated shield modules)
• Clamp Voltage	6 volts
• Connectors	BNC
• Impedance	75 Ohms
• Temperature	-40 to +85 degrees C
• Humidity	0-95% non-condensing
• Dimensions	3" x 1" x 1"
• UL Listed	UL 497B

7.0 IMAGE SENSOR- MOUNTING BRACKETS

7.1 Mast arm installations shall be mounted at a sufficient height to prevent occlusion from cross traffic between the stop bar and the mast arm on which the camera is installed. A six- (6) ft. maximum length of internally reinforced tube shall be attached to the mast arm bracket for camera mounting above the mast arm. Camera shall be mounted to the top of the tube with the camera manufacturers recommended bracket. Camera bracket shall provide adjustments for both vertical and horizontal positioning for the camera. Camera attachments shall be designed to securely fasten the camera to prevent the extension tube from falling into the path of vehicles and/or becoming loose. Miscellaneous hardware shall be stainless steel or galvanized steel. The

cameras and associated pole/arm attachment unit shall be designed to withstand a wind load of 90 MPH with a 30-second gust factor.

- 7.2 Luminaire arm installations shall be installed on the luminaire arm, with the camera/video manufacturers recommended brackets. Camera luminaire brackets shall provide adjustments for both vertical and horizontal positioning of the camera. Camera attachments shall be designed to securely fasten the camera to the luminaire arm. Miscellaneous hardware shall be stainless steel or galvanized steel. The cameras and associated pole/arm attachment unit shall be designed to withstand a wind load of 90 MPH with a 30-second gust factor.

8.0 IMAGE SENSOR- CABLE (COAXIAL & POWER)

- 8.1 Coaxial & Power cable (Siamese) shall be installed in conduits or overhead as indicated in the plans. Coaxial cable shall be suitable for exterior use and in direct sunlight. Power cable will have a minimum of 5 conductors.
- 8.2 Coaxial cable will be terminated in the surge suppressor before being connected directly to VU boards.
- 8.3 Power cable will be terminated into a fuse panel provided by the manufacturer and connected to 120 VAC in the controller cabinet.
- 8.4 Description of cable: Composite, 6 Conductors 2 elements: 18awg 5 conductors 7/26 bare copper, .016" polyethylene, 20awg 1 conductor, solid bare copper, .056" foam polyethylene jacket black, overall .030" PVC jacket black.

8.5	ELEMENT 1	ELEMENT 2
CONDUCTORS/PAIR COUNT:	5 CONDUCTORS	1 CONDUCTOR
GAUGE & STRANDING:	18AWG 7/26 BC	20AWG SOLID BC
PRIMARY INSULATION TYPE:	POLYETHYLENE	FOAM PE
INSULATION THICKNESS:	.016"	.056"
COLOR CODE:	WHITE,RED,BLUE,BLACK,BROWN.	NATURAL
SHEILD:	N/A	N/A
TAPE:	N/A	N/A
DRAIN WIRE:	N/A	N/A
BRAID:	N/A	95% BC
CAPACITANCE:	N/A	N/A
PRINT LEGEND:	N/A	N/A
JACKET TYPE:	N/A	POLYETHYLENE
JACKET COLOR:	N/A	BLACK

JACKET THICKNESS:	N/A	.035"
NOMINAL OD:	N/A	.242"

8.6**OVERALL ASSEMBLY OF WIRE**

JACKET THICKNESS:	.030"
JACKET COLOR:	BLACK
JACKET MATERIAL:	PVC
RIPCORD:	YES
NOMINAL OD:	.512"
VOLTAGE RATING:	600V
TEMP. RATING:	75C
UL TYPE OR STYLE:	N/A
PRINT LEGEND:	TBD
PACKAGING:	TBA
COPPER WEIGHT:	39.87 LBS/MFT
SHIPPING WEIGHT:	100 LBS/MFT

8-20.3 Construction Requirements**9.0 INSTALLATION & TRAINING**

- 9.1 The product supplier of the video detection system shall supervise the installation and the testing of the video equipment. A factory certified representative from the manufacturer shall be on-site during installation. The factory representative shall install, make fully operational, and test the system as indicated on the intersection drawings and this specification.
- 9.2 Two days training shall be provided to personnel of the contracting agency in the operation, setup, and maintenance of the video detection system. Instruction and materials shall be produced for a maximum of 10 persons and shall be conducted at a location selected by the contracting agency. The contracting agency shall be responsible for travel, room and board expenses for its own personnel.

10.0 WARRANTY

The video detection system shall be warranted against manufacturing defects in materials and workmanship for a period of one year from date of purchase. The video detection supplier shall provide all documentation necessary to maintain and operate the system.

FLIR Systems, Inc.

SR-Series Traffic Camera

Architect & Engineering Specifications

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Document Number: 427-0042-00-13
Version: 100
Issue Date: October 2010

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PART 1 - NOT USED

PART 2 - PRODUCTS

2.01 Thermal Traffic Camera

A. Functional Description

1. The Thermal Traffic Camera shall not depend on any visible or invisible (infrared) illumination or image intensifier to “see” i.e. produce images. The Thermal Traffic Camera shall be totally passive and not produce any energy or emit light in any bandwidth. The Thermal Traffic Camera shall allow the user to clearly identify images in the total absence of light.
2. The Thermal Traffic Camera shall allow the user to see through smoke and light fog and to view the thermal patterns and contrast in the scene.
3. The Thermal Traffic Camera shall utilize a Vanadium Oxide (VOx) uncooled microbolometer responding in the LWIR (Long Wave Infrared) spectral range of 7.5 – 13.5 μm which is beyond what is visible to the human eye.
4. The Thermal Traffic Camera shall be based on Vanadium Oxide (VOx) microbolometer detector technology, and shall not be susceptible to permanent damage after imaging the sun. This is in contrast to some systems based on amorphous silicon detector technology which can be permanently damaged when viewing the sun or even reflections of the sun.
5. The Thermal Traffic Camera shall not utilize shutters to prevent damage from the sun, but rather the Thermal Traffic Camera shall provide uninterrupted video which shall be required for security installations.
6. The Thermal Traffic Camera shall not utilize dynamic apertures to protect the image sensor because these mechanisms reduce sensitivity for an extended period of time, thus reducing the Thermal Traffic Camera performance which shall not be acceptable for traffic installations.
7. The Thermal Traffic Camera shall provide athermal optics that automatically adjust to background thermal changes, and therefore do not require re-adjustment and/or thermal refocusing.
8. The Thermal Traffic Camera shall not be susceptible to “image blooming” caused by bright lights as are image intensifiers and visible spectrum cameras.

SR-Series

9. The camera shall be factory configured with the following fixed anti-reflection coated Germanium lenses with the Field of View (FOV) and resolutions as indicated:

Device	Lens	Resolution (pixels)	FOV
SR-334T	13 mm	320 x 240	34° H x 28° V

10. The Noise Equivalent Temperature Difference (NETD) is the measure of the smallest object temperature that can be detected by the thermal image sensor relative to the system noise. The measurement is usually quantified as a mK value. This is the most common Figure of Merit of a thermal imaging system and a true measurement of the thermal camera's sensitivity. The Thermal Traffic Camera image sensor shall provide a NETD of < 75mk, <50mK f/1.0 or lower.
11. The Thermal Traffic Camera shall include Auto Digital Detail Enhancement (Auto DDE) which is an advanced non-linear image processing algorithm. The Auto DDE function is fully automatic and requires no input or adjustment from the user. The Auto DDE shall enhance the image detail to match the total dynamic range of the original image allowing details to be visible to the user even in scenes with low or high thermal contrast. Auto DDE will increase the probability of detection of low contrast images.
12. The Thermal Traffic Camera shall utilize Non-Uniformity Correction (NUC) which is a set of compensation factors for each pixel. NUC shall enable the following features and benefits:
- Eliminate the need for FPA (Focal Plane Array) temperature stabilization.
 - Allow for near instantaneous camera turn-on.
 - Reduced system complexity and power consumption.
 - Allow for a wider operating temperature range.
13. The Thermal Traffic Camera shall include Automatic Gain Control (AGC) circuitry to compensate for scene variations, improve image quality by avoiding saturation and distortion, and to balance signal levels prior to display to maximize image quality.
14. The Thermal Traffic Camera shall feature both White-Hot and Black-Hot operating modes. In the White-Hot (default) mode warmer objects will be displayed in white or lighter shades than cooler or background areas. In the Black-Hot mode warmer images will be displayed as black or dark gray as compared to cooler background objects.
15. The Thermal Traffic Camera shall provide standard NTSC or PAL analog composite video output (factory configured) to allow it to function as a

SR-Series

direct replacement for daylight camera and to connect directly to digital video recorders, encoders and monitoring equipment. The analog video signal shall be available via a BNC video output connector.

16. The Thermal Traffic Camera shall be furnished in an IP-66 rated outdoor enclosure with sunshield and mounting base. The mounting base shall be provided with 1/4x20 holes for mounting to a pedestal or wall mount. All cable connections shall be made inside of the enclosure. The enclosure shall be provided with liquid-tight sealed cable gland fittings for the video and power cables.
17. The camera enclosure shall include grounding and surge protection. A separate Earth ground connection shall be made inside the enclosure to a designated grounding lug. The Earth ground conductor may be run as part of the power cable bundle.

18. The Thermal Traffic Camera shall provide an RS-232/422 serial interface port for set-up, configuration and control using a computer running the SR-Series Graphic User Interface (GUI) which shall be included with each Thermal Traffic Camera.

The Thermal Security Camera shall allow configuration of the serial communications electrical interface (RS-232 or RS-422) by means of a hardware DIP switch.

B. Technical Description

1. The Thermal Traffic Camera shall meet the following minimum requirements:

Sensor Type	Long-life VOx Uncooled Microbolometer
Spectral Response	7.5 to 13.5 μ m
Sensitivity (Thermal Camera sensor)	< 75mk, <50mK f/1.0
Pixel Pitch	25 microns
Video Output	NTSC or PAL
Serial Control Interface	RS-232 or RS-422
User Interface	Via Windows-based application program (Windows-based GUI)
Input Voltage	24VAC nominal (18 - 27 VAC) 24VDC nominal (14 - 32 VDC)
Input Power Requirement	24VAC: 3W nominal, 36W peak 24VDC: 3W nominal, 25W peak
Operating Temperature Range	-40°C to 55°C (-40° F to 131° F)
Storage Temperature Range	-50°C to 85°C
Connector Style	Screw Terminals
Enclosure Rating	IP-66
Weight	6.5 lb (3.0 kg) maximum
Dimensions	15" (38.14 cm) L x 5.0" W(12.7 cm) x 5.68" H (14.4 cm)

The Thermal Traffic Camera shall be a FLIR SR-Series Traffic Camera.

SPECIAL PROVISION**360---002****Concrete Pavement**

For this project, Item 360, "Concrete Pavement," 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 360.1. Description is voided and replaced by the following:

360.1. Description. Construct a thin bonded concrete pavement overlay without monolithic curbs on previously placed concrete pavement in accordance with the typical sections shown on the plans, the lines and grades established by the Engineer, and the requirements of this specification.

Article 360.2. Materials, Section A. Hydraulic Cement Concrete is voided and replaced by the following:

A. Hydraulic Cement Concrete. Provide hydraulic cement concrete with classification and mix design conforming to Class "COS" concrete as defined in Item 421, "Hydraulic Cement Concrete" and as shown on the plans. Type III cement is allowed. Provide Class COS concrete designed to meet a minimum average flexural strength of 600 psi at 7 days.

Article 360.2. Materials is supplemented by the following:

G. Steel Fiber. Furnish steel fibers meeting the requirements of ASTM A820, Type 1, cold drawn high tensile deformed steel wire. Provide steel fibers 2 in. long and apply at the rate shown on the plans.

Article 360.3. Equipment is supplemented by the following:

K. Existing Concrete Pavement Surface Preparation Equipment. Provide power-operated water blasting equipment capable of removing dirt, oil, paint, membrane curing compound, and other foreign material, as well as any laitance or loose concrete from the surface receiving the new concrete. Use only approved equipment for this operation. Dispose of waste material, including water, caused by this operation using a self contained, portable vacuum unit. Do not push, shove, or drag left over slush (waste material, etc.) over the surface of the travel lanes.

To minimize contamination, ensure the thin bonded concrete paving operation follows the hydrocleaning operation unless otherwise directed. If the cleaned surface becomes contaminated, reclean it at no additional cost to the Department.

Provide a surface texture of the cleaned, blasted concrete pavement with a minimum texture depth of 0.060 in. as measured by Test Method Tex 436-A. The number and location of the tests will be as directed by the Engineer.

Article 360.4. Construction, Section G. Concrete Placement, Section 4. Temperature Restrictions the first paragraph is voided and replaced by the following:

Ensure there is no free water on the surface of the existing concrete when placing the concrete for the thin bonded concrete overlay.

Place concrete that is between 40°F and 90°F when measured in accordance with Tex-422-A at the time of discharge. Do not allow the temperature of the paving concrete to exceed 90°F when placing. Once the concrete temperature reaches 90°F at the time of discharge at the job site, take immediate corrective action to reduce and control the concrete temperature or stop concrete production. The Contractor is allowed to transport and place concrete produced up to the time of notification of the high concrete temperature. Sample the concrete temperature after it is discharged on grade.

Take special measures when the difference in the ambient temperature following the time of placement versus the expected low temperature in a 24 hour period is expected to exceed 25°F. Place the thin bonded concrete overlay a minimum of 18 hours prior to the time the maximum temperature difference is expected.

Control the moisture content of the newly placed thin bonded concrete overlay as directed using polyethylene fabric. Protect the entire day's placement and ensure the protection remains in place for 24 hours or as directed. These measures are in addition to the membrane curing required.

The Contractor may perform paving at night.

Article 360.4. Construction, Section H. Spreading and Finishing, Section 3. Surface Texturing is voided and replaced by the following:

Complete final texturing before the concrete has attained its initial set. Drag the carpet longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Prevent the carpet from getting plugged with grout. Do not perform carpet dragging operations while there is excessive bleed water.

A metal-tine texture finish is required unless otherwise shown on the plans. Immediately following the carpet drag, apply a single coat of evaporation retardant at a rate recommended by the manufacturer. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves spaced at 1 in., approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods for achieving similar results on ramps and other irregular sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting.

When carpet drag is the only surface texture required by the plans, ensure that adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet from getting plugged with grout, as directed by the Engineer. For surfaces that do not have adequate texture, the Engineer may require corrective action, including diamond grinding or shot blasting.

Article 360.4. Construction, Section I. Curing the last two sentences of the first paragraph are voided and replace by the following:

Cure Class COS concrete in accordance with Section 360.4.I.4, "Polyethylene Fabric."

Article 360.4. Construction, Section I. Curing is supplemented by the following:

4. Polyethylene Fabric. Immediately after completing the finishing of the surface and the concrete takes its initial set, completely cover the surface with polyethylene fabric sheets, so that they contact the pavement surface equally at all points.

Leave the polyethylene sheets on the pavement for not less than the specified curing period.

Article 360.4. Construction. Section K. Protection of Pavement and Opening to Traffic is voided and replaced by the following:

K. Protection of Pavement and Opening to Traffic. Testing for early opening is the responsibility of the Contractor regardless of job-control testing responsibilities unless otherwise shown in the plans or directed. Testing result interpretation for opening to traffic is subject to the approval of the Engineer.

1. Protection of Pavement. Erect and maintain barricades and other standard and approved devices that will exclude all vehicles and equipment from newly placed pavement for the periods specified. Before opening to traffic, protect the pavement from damage due to crossings using approved methods. Where a detour is not readily available or economically feasible, an occasional crossing of the roadway with overweight equipment may be permitted for relocating the equipment only but not for hauling material. When an occasional crossing of overweight equipment is permitted, temporary matting or other approved methods may be required.

Maintain an adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect the pavement surface from weather.

2. Opening Pavement to All Traffic. Do not open the pavement to traffic, including vehicles of the Contractor, until the last concrete placed is at least 12 hours old and meets a minimum flexural strength of 435 psi.

At the end of this period, the pavement may open for use by vehicles of the Contractor or the public. Such opening, however, in no manner relieves the Contractor of his/her responsibility for the work in accordance with Item 7, "Legal Relations and Responsibilities". Before opening sections of the pavement to traffic, seal the joints and clean the pavement.

Article 360.5. Measurement is supplemented by the following:

C. Thin Bonded Concrete Overlay. Thin bonded concrete overlay will be measured by the square yard of surface area of the depth specified, completed and accepted work.

Article 360.6. Payment is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as provided under Article 360.5, "Thin Bonded Concrete Overlay" of the depth specified. This price is full compensation for furnishing, loading, unloading, storing, hauling, and handling concrete ingredients, including freight and royalty involved; for curing; placing and adjusting forms, including supporting material or preparing track grade; for water blasting to prepare concrete surfaces prior to placing the thin bonded concrete overlay; for furnishing and installing steel fibers; furnishing and installing reinforcing steel; furnishing materials for sealing joints; for mixing, placing, finishing, curing, and sawing concrete; for cleaning and sealing concrete joints; and for manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

Remove and replace concrete failing to meet the 7 day minimum strength requirements at no expense to the Department, unless otherwise directed.

When surface Test Type B, as specified in Item 585, "Ride Quality for Pavement Surfaces", is used, a bonus or deduction for each 0.10 mile section of each travel lane will be calculated and applied in dollars and cents.

SPECIAL PROVISION

360---003

Concrete Pavement

For this project, Item 360, "Concrete Pavement," 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 360.3. Equipment, Section E. Curing Equipment. The third sentence is voided and replaced by the following:

Provide curing equipment that is independent of all other equipment when required to meet the requirements of Article 360.4.I, "Curing."

Article 360.4. Construction, Section H. Spreading and Finishing, Section 2. Maintenance of Surface Moisture. The first and second sentences are voided and replaced by the following:

Prevent surface drying of the pavement before application of the curing system by means that may include water fogging, the use of wind screens and the use of evaporation retardants.

Article 360. 4. Construction, Section I. Curing. The first sentence is voided and replaced by the following:

Keep the concrete pavement surface from drying as described in Section 360.4.H.2, "Maintenance of Surface Moisture," until the curing material has been applied.

Article 360. 4. Construction, Section I. Curing, Section 1. Membrane Curing. The first paragraph is voided and replaced by the following:

Spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq. ft. per gallon. Do not allow the concrete surface to dry before applying the curing compound. Use a towel or absorptive fabric to remove any standing pools of bleed water that may be present on the surface before applying the curing compound. Apply the first coat within 10 min. after completing texturing operations. Apply the second coat within 30 min. after completing texturing operations.

SPECIAL PROVISION

360---007

Concrete Pavement

For this project, Item 360, "Concrete Pavement," 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 360.3. Equipment, Section E. Curing Equipment. The third sentence is voided and replaced by the following:

Provide curing equipment that is independent of all other equipment when required to meet the requirements of Article 360.4.I, "Curing."

Article 360.4. Construction, Section H. Spreading and Finishing, Section 2. Maintenance of Surface Moisture. The first and second sentences are voided and replaced by the following:

Prevent surface drying of the pavement before application of the curing system by means that may include water fogging, the use of wind screens and the use of evaporation retardants.

Article 360.4. Construction, Section H. Spreading and Finishing, Section 3. Surface Texturing is voided and replaced by the following:

Complete final texturing before the concrete has attained its initial set. Drag the carpet longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Prevent the carpet from getting plugged with grout. Do not perform carpet dragging operations while there is excessive bleed water.

A metal-tine texture finish is required for all areas with a posted speed limit in excess of 45 mph. A metal-tine texture finish is required unless otherwise shown on the plans for areas with a posted speed limit less than 45 mph. Immediately following the carpet drag, apply a single coat of evaporation retardant at a rate recommended by the manufacturer. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves spaced at 1 in., approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods to achieve similar results on ramps and other irregular sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting.

When carpet drag is the only surface texture required by the plans, ensure that adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet from getting plugged with grout, as directed by the Engineer. Target a carpet drag texture of .04 in., as measured by Tex 436-A. Correct any location with a texture less than .03 in. by

diamond grinding or shot blasting. The Engineer will determine the test locations at points located transversely to the direction of traffic in the outside wheel path.

Article 360. 4. Construction, Section I. Curing. The first sentence is voided and replaced by the following:

Keep the concrete pavement surface from drying as described in Section 360.4.H.2, "Maintenance of Surface Moisture," until the curing material has been applied.

Article 360. 4. Construction, Section I. Curing, Section 1. Membrane Curing. The first paragraph is voided and replaced by the following:

Spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq. ft. per gallon. Do not allow the concrete surface to dry before applying the curing compound. Use a towel or absorptive fabric to remove any standing pools of bleed water that may be present on the surface before applying the curing compound. Apply the first coat within 10 min. after completing texturing operations. Apply the second coat within 30 min. after completing texturing operations.

SPECIAL PROVISION

416---001

Drilled Shaft Foundations

For this project, Item 416, "Drilled Shaft Foundations," 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 416.5. Payment, Section A. Drilled Shaft is voided and replaced by the following.

A. Drilled Shaft. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Drilled Shaft" or "Drilled Shaft (Non-reinforced)" or "Drilled Shaft (Sign Mounts)" or "Drilled Shaft (High Mast Pole)" or "Drilled Shaft (Roadway Illumination Pole)" or "Drilled Shaft (Traffic Signal Pole)" of the specified diameter, subject to the limitations for overruns authorized by the Engineer given in Section 416.5.A.1, "Overrun."

Article 416.5. Payment, Section A. Drilled Shaft, Section 2. Maximum Plan Length Shaft is supplemented by the following.

- For roadway illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any roadway illumination pole included in the contract.
- For traffic signal poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any traffic signal pole included in the contract.

SPECIAL PROVISION

502---033

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 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance is voided and replaced by the following:

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

SPECIAL PROVISION

531---006

Sidewalks

For this project, Item 531, "Sidewalks," 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 531.4 Measurement. The second sentence is voided and replaced by the following:

Curb ramps will be measured by the square yard of surface area or by each unit.

Article 531.5 Payment. The first sentence of the first paragraph is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Sidewalks" of the width (for foot measurement) and of the depth specified, "Curb Ramps" or "Curb Ramps" of the type specified.

SPECIAL PROVISION

620---001

Electrical Conductors

For this project, Item 620, "Electrical Conductors," 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 620.2 Materials. The fourth and fifth paragraphs are void and replaced by the following:

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No. 4 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 4 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.

SPECIAL PROVISION

624---014

Ground Boxes

For this project, Item 624, "Ground Boxes," 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 624.1. Description is voided and replaced by the following:

Construct, furnish, and install ground boxes complete with lids. Remove existing ground boxes.

Article 624.2 Construction and Materials. The first paragraph is voided and replaced by the following:

Provide new materials that comply with the details shown on the plans and meet the following requirements:

- Construct cast-in-place concrete ground boxes and aprons in accordance with Item 420, "Concrete Structures," and Item 440, "Reinforcing Steel."
- Provide fabricated precast polymer concrete ground boxes, and precast concrete ground boxes that comply with DMS-11070, "Ground Boxes."
- Construct a concrete apron, when shown on the plans, in accordance with Item 432, "Riprap," and Item 440, "Reinforcing Steel."

Article 624.2. Construction and Materials is supplemented by the following:

Remove existing ground boxes to at least 6 in. below the conduit level. Uncover conduit to a sufficient distance so that 90 degree bends can be removed and conduit reconnected. Clean the conduit in accordance with Item 618, "Conduit" and pull, splice, or terminate new conductors as indicated in the plans. Cleaning of conduit is subsidiary to this Item. Pulling, splicing, or terminating conductors will be paid under Item 620, "Electrical Conductors." Backfill area to ground level with acceptable material upon completing adjacent work related to conduit and conductors.

Article 624.3. Measurement is voided and replaced by the following:

This Item will be measured by each ground box complete in place or by each ground box removed.

Article 624.4. Payment is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Ground Boxes" of the types and sizes specified and for "Remove Existing Ground Boxes." This price is full compensation for excavating and backfilling; constructing, furnishing, installing, and removing the ground boxes and concrete aprons when required; and equipment, labor, materials, tools, and incidentals.

SPECIAL PROVISION

628---003

Electrical Services

For this project, Item 628, "Electrical Services," 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 628.5. Payment, A. Installation is voided and replaced by the following:

A. Installation. Except as provided for in the following paragraph, this price is full compensation for paying all fees, permits, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; furnishing, installing, and connecting all components including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, conduit (from the service equipment including the elbow below ground), fittings, conductors (from the service equipment including the elbow below ground), brackets, bolts, hangers, and hardware; and equipment, labor, tools, and incidentals.

Costs for utility-owned power line extensions, connection charges, meter charges, and other charges will be paid for by the Department. The Department will reimburse the contractor the amount billed by the utility plus an additional 5% of the invoice cost will be paid for labor, equipment, administrative costs, superintendence, and profit.

SPECIAL PROVISION

666---014

Reflectorized Pavement Markings

For this project, Item, “Reflectorized Pavement Markings,” 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 666.1. Description is voided and replaced by the following:

Furnish and place reflectorized and nonreflectorized (contrast or shadow) pavement markings.

Article 666.2. Materials, Section A, Type I Marking Materials, is supplemented by the following:

The marking material used for the contrast or shadow marking must conform to DMS-8220, “Hot Applied Thermoplastic,” with the exception of the following items:

- color pigment used,
- color requirement listed, and
- drop on glass beads must be replaced with a black, color-fast, anti-skid material.

A sample of the materials to be used for the contrast or shadow markings must be submitted to the Engineer a minimum of 2 weeks prior to application. The sample must include 50 lb. of the contrast or shadow marking material, 10 lb. of the anti-skid material and 2 draw downs of the applied materials. The draw downs must be a minimum of 6 in. by 1 ft. The draw downs must be made at the specified thickness and with the anti-skid material placed at the rate at which it will be placed on the road. The color of the applied draw downs and applied material must be black. The Engineer must approve the material sample prior to application and the applied material must match the samples submitted.

SPECIAL PROVISION
672---034
Raised Pavement Markers

For this project, Item 672, "Raised Pavement Markers," 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 672.2. Materials, Section B. Adhesives is supplemented by the following:

- The Contractor may propose alternate adhesive materials for consideration and approval by the Engineer.

Article 672.3. Construction. The sixth paragraph is voided and replaced by the following:

Use the following adhesive materials for placement jiggle bar tile, reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans:

- standard or flexible bituminous adhesive for applications on bituminous pavements.
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements.

Use epoxy adhesive for plowable reflectorized pavement markers.

Article 672.3. Construction is supplemented by the following:

Provide a 30-day performance period that begins the day following written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations. This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs. Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations.

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines that the failure is a result of causes other than defective material or inadequate installation procedures. Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure.

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification. The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period.

Article 672.5. Payment is supplemented by the following:

No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

RPMs INSTALLATION RECORD

The 30 day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

COUNTY HIGHWAY	CONTROL PROJECT	LIMITS FROM LIMITS TO	MONTH/YR OF INSTALLATION

Contractor signature _____

_____ Date

Department signature _____

_____ Date

SPECIAL PROVISION

682---003

Vehicle and Pedestrian Signal Heads

For this project, Item 682, "Vehicle and Pedestrian Signal Heads," 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 682.2. Materials, Section B. General. The first and second paragraphs are voided and replaced by the following:

Provide vehicle signal heads in accordance with DMS-11120, "Vehicle Signal Heads" and DMS-11121, "12 Inch LED Traffic Signal Lamp Unit." Provide vehicle signal heads from manufacturers prequalified by the Department. The Traffic Operations Division maintains a list of prequalified vehicle signal head manufacturers.

Provide pedestrian signal heads in accordance with DMS-11130, "Pedestrian Signal Heads," and DMS-11131, "Pedestrian LED Countdown Signal Modules." Provide pedestrian signal heads from manufacturers pre-qualified by the Department. The Traffic Operations Division maintains a list of pre-qualified pedestrian signal head manufacturers.

SPECIAL PROVISION

687---004

Pedestal Pole Assemblies

For this project, Item 687, "Pedestal Pole Assemblies," 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 687.2. Materials is supplemented by the following:

- C. Pedestrian Push Button Pole Assembly.** Provide diameter as shown in the plans, schedule 40 steel pipe or tubing, aluminum pipe (alloy 6061-T6), or rigid metal conduit. Do not use aluminum conduit. Galvanize pedestrian push button post in accordance with Item 445, "Galvanizing," unless otherwise shown on the plans.

Article 687.3 Construction. The second and third paragraphs are voided and replaced by the following:

- B. Installation.** Install pedestal pole assemblies and pedestrian push button pole assemblies as shown on the plans or as directed. Pedestal pole assemblies include foundation, pole shaft, base, anchor bolts, anchor bolt nuts, anchor bolt template, shims, and miscellaneous components. Pedestrian push button post assemblies include foundation, pole, pedestrian button and post cap and pedestrian sign.
- C. Painted Finish.** When required, paint pedestal pole and pedestrian push button post assemblies in accordance with details shown on the plans.

Article 687.4 Measurement is voided and replaced by the following:

This Item will be measured by each pedestal pole assembly or each pedestrian push button post assembly."

Article 687.5 Payment is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pedestal Pole Assembly" or by the unit bid price for "Pedestrian Push Button Post Assembly."

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Statewide Traffic Signal Company
1509 West 34th Street, Houston, TX 77018

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260, The Woodlands, TX 77380

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto Fort Bend County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Traffic Signalization Cinco Ranch Boulevard at Cinco Crossing Lane
and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road, Job No. 13-080

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of August, 2013

Maria L. Oclon
(Witness)

Statewide Traffic Signal Company

By: [Signature] (Principal) (Seal)
President & CEO
(Title)

International Fidelity Insurance Company

By: [Signature] (Surety) (Seal)
Attorney-in-Fact Philip Baker
(Title)

Rebecca Garza
(Witness)



Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Philip Baker as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: Statewide Traffic Signal Company
Obligee: Fort Bend County

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



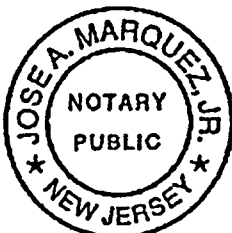
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of August, 2013

[Signature]
Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-688-1500 FAX (A/C, No): 713-688-7967	
INSURED Statewide Traffic Signal Company 1509 W 34th Street Houston TX 77018	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Lloyds Insurance Company 41262	
	INSURER B: Travelers Property Casualty Insuranc 36161	
	INSURER C: Texas Mutual Insurance Co 22945	
	INSURER D: USFire Ins. Co. (AWB)	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 255011456

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CO6249L269	10/2/2012	10/2/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA6313L837	10/2/2012	10/2/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	58110009633	10/2/2012	10/2/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	TSF0001100484	10/2/2012	10/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment Leased/Rented Installation Floater			QT6609270A510	10/2/2012	10/2/2013	Owned Equipment \$250,000 Any Item \$2,500,000 Per Schedule Leased/Rented Any One Loc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate - for Bidding Purposes Only

TX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Statewide Traffic Signal Company

1509 West 34th Street
Houston, Texas 77018
Office: 713-680-2875

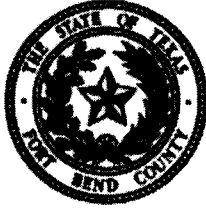
Completed Projects:

City of Houston
2010 Traffic Signal Construction
\$1,156,646.85
Project No. N-000650-0056-4
Joe Hanak - Project Manager
832-395-2399

Harris County
Harris County - Non Site
\$1,673,450.00
Project No: 10/0136
Richard Goodman
713-881-3187

Fort Bend County
Fry Rd. @ Gaston
\$119,292.30
Project No 12-021
Nathan Hatcher
281-633-7515

Texas Department of Transportation
Bellaire Signalization Reconstruction
\$2,219,337.00
Project No. CM 2008 (182)
Dock Gee
713-802-5405



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

August 9, 2013

TO: All Prospective Bidders

RE: Q & A No. 1 – Fort Bend County Bid 13-080 – Traffic Signalization Project: Cinco Ranch Boulevard at Cinco Crossing Lane and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road

Answers to Questions:

Question 1: On sheet 7 Note #28 you specify a Naztec Controller, does the additional equipment such as signals, peds etc have to be Naztec as well or can they be from any another manufacturer?

Answer: The controller cabinet must be Naztec specific with controller , mmu and items installed in the cabinet, all other items not installed in the controller cabinet can be others.

Question 2: Ridge metal 90's on PVC conduit. Ridge metal 90's in a concrete Drill Shaft causes a chemical reaction which over time causes the 90's to start to deteriorate. After a while the 90's rust completely through, the PVC 90's don't react with concrete. Do you want to use Ridge metal 90's in foundations and drill shafts?

Answer: Contractor is allowed to use PVC instead of Rigid Metal in foundations and drill shafts.

Question 3: Sugar Land uses decorative poles on most intersections. Do you want to decorative poles on this project?

Answer: No, Contractor shall use galvanized poles at all three (3) intersections in this project.

Question 4: If you use decorative poles do you want the lighting that goes with the decorative poles?

Answer: Please see the response for question #2.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

STATEWIDE TRAFFIC SIGNAL COMPANY
Company Name
SLM 8/13/13
Signature of person receiving addendum Date

If you have any questions please contact this office.

Sincerely,

Debbie Kaminski

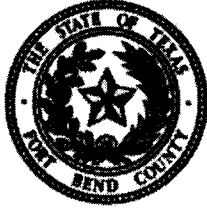
Debbie Kaminski, CPPB
Assistant Purchasing Agent

TRANSACTION REPORT

AUG-13-2013 TUE 10:49 AM

TX (MEMORY)

#	DATE	START TM	RECEIVER	COM TIME	PGS	TYPE/NOTE	DEPT	FILE
1	AUG-13	10:49 AM	2813418645	0:00:24	2	SG3 OK		113
TOTAL				0:00:24	2			



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

August 16, 2013

TO: All Prospective Bidders

RE: Q & A No. 1 – Fort Bend County Bid 13-080 – Traffic Signalization Project: Cinco Ranch Boulevard at Cinco Crossing Lane and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road

Answers to Questions:

1. What will the lab testing requirements be on the concrete portion of the work?

Sidewalk sub grade? (Note #1 pavement improvement layout, sheet 12 of 71)

Answer: Please refer to Item 276 – Cement Treatment (Plat-Mixed) and Tex-120-E as stated in Item 276 for lab testing requirements.

Sidewalk concrete?

Answer: Please refer to Item 421 – hydraulic Cement Concrete. The main requirements such as design strength, maximum W/C ratio and coarse aggregate grades for sidewalks and concrete pavement are mentioned in Table 5 – Concrete Classes. Lab testing shall meet these requirements.

Stabilized sand and sub grade?

Answer: Please refer to Item 276 – Cement Treatment (Plat-Mixed) and Tex-120-E as stated in Item 276 for lab testing requirements.

10" concrete pavement?

Answer: Please refer to Item 421 – hydraulic Cement Concrete. The main requirements such as design strength, maximum W/C ratio and coarse aggregate grades for sidewalks and concrete pavement are mentioned in Table 5 – Concrete Classes. Lab testing shall meet these requirements.

2. Is the 1" asphalt bond breaker necessary for those minor median modifications?

Answer: Bond Breaker should always be used to avoid excessive cracking and premature failure.

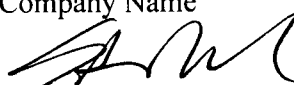
3. S. Fry @ Cinco Crossing: The type 2 ramp on the South side needs a 5'x5' pad on top of the ramp for wheelchair access to push the button.

Answer: A pedestal pole with push button (Pole #5) is proposed next to the landing pad at the center of Type 2 Ramp. So a landing pad on top of the ramp is not required.

4. On sheet 7 Note #28 you specify a Naztec Controller, does the additional equipment such as signals, peds etc have to be Naztec as well or can they be from any another manufacturer?

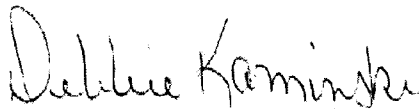
Answer: Contractor shall use Controller & Cabinet and other accessories mentioned in Note #28 manufactured by Naztec, Vehicular and pedestrian LED signal lamp units manufactured by GE. All other equipment can be from any manufacturer approved by TxDOT. Please see Note #25 on Sheet #7.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

STATEWIDE TRAFFIC SIGNAL COMPANY
Company Name

Signature of person receiving addendum
8/16/13
Date

If you have any questions please contact this office.

Sincerely,



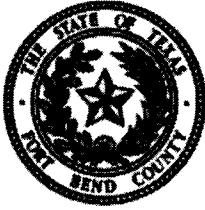
Debbie Kaminski, CPPB
Assistant Purchasing Agent

TRANSACTION REPORT

AUG-16-2013 FRI 08:56 AM

TX (MEMORY)

#	DATE	START TM	RECEIVER	COM TIME	PGS	TYPE/NOTE	DEPT	FILE
1	AUG-16	08:55 AM	2813418645	0:00:26	2	SG3 OK		118
TOTAL				0:00:26	2			



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

August 16, 2013

TO: All Prospective Bidders

RE: Q & A No. 2 **Amended** – Fort Bend County Bid 13-080 – Traffic Signalization Project: Cinco Ranch Boulevard at Cinco Crossing Lane and Fry Road at Cinco Crossing Lane and Cinco Ranch Boulevard at Katy Gaston Road

Answers to Questions:

*1. What will the lab testing requirements be on the concrete portion of the work?

Sidewalk sub grade? (Note #1 pavement improvement layout, sheet 12 of 71)

Answer: Please refer to Item 276 – Cement Treatment (Plat-Mixed) and Tex-120-E as stated in Item 276 for lab testing requirements.

Sidewalk concrete?

Answer: Please refer to Item 421 – hydraulic Cement Concrete. The main requirements such as design strength, maximum W/C ratio and coarse aggregate grades for sidewalks and concrete pavement are mentioned in Table 5 – Concrete Classes. Lab testing shall meet these requirements.

Stabilized sand and sub grade?

Answer: Please refer to Item 276 – Cement Treatment (Plat-Mixed) and Tex-120-E as stated in Item 276 for lab testing requirements.

10" concrete pavement?

Answer: Please refer to Item 421 – hydraulic Cement Concrete. The main requirements such as design strength, maximum W/C ratio and coarse aggregate grades for sidewalks and concrete pavement are mentioned in Table 5 – Concrete Classes. Lab testing shall meet these requirements.

***Amended Answer for Question 1: The only testing requirements is for the Pole Foundations only**

2. Is the 1" asphalt bond breaker necessary for those minor median modifications?

Answer: Bond Breaker should always be used to avoid excessive cracking and premature failure.

3. S. Fry @ Cinco Crossing: The type 2 ramp on the South side needs a 5'x5' pad on top of the ramp for wheelchair access to push the button.

Answer: A pedestal pole with push button (Pole #5) is proposed next to the landing pad at the center of Type 2 Ramp. So a landing pad on top of the ramp is not required.

4. On sheet 7 Note #28 you specify a Naztec Controller, does the additional equipment such as signals, peds etc have to be Naztec as well or can they be from any another manufacturer?

Answer: Contractor shall use Controller & Cabinet and other accessories mentioned in Note #28 manufactured by Naztec, Vehicular and pedestrian LED signal lamp units manufactured by GE. All other equipment can be from any manufacturer approved by TxDOT. Please see Note #25 on Sheet #7.

***Amended Answer for Question 4: Camera's are to be compatible to the Naztec processor**

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

STATEWIDE TRAFFIC SIGNAL COMPANY
Company Name

[Signature] 8/19/13
Signature of person receiving addendum Date

If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB
Assistant Purchasing Agent

TRANSACTION REPORT

AUG-19-2013 MON 11:53 AM

TX (MEMORY)

#	DATE	START TM	RECEIVER	COM TIME	PGS	TYPE/NOTE	DEPT	FILE
1	AUG-19	11:53 AM	2813418645	0:00:26	2	SG3 OK		123
TOTAL				0:00:26	2			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-688-1500	FAX (A/C, No): 713-688-7967
INSURED Statewide Traffic Signal Company 1509 W 34th Street Houston TX 77018	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Lloyds Insurance Company	NAIC # 41262
	INSURER B: Travelers Property Casualty Insuranc	36161
	INSURER C: Texas Mutual Insurance Co	22945
	INSURER D: USFire Ins. Co.(AWB)	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1271937919

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	CO6249L269	10/2/2012	10/2/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> \$2,500 PD Ded						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	AUTOMOBILE LIABILITY	Y	Y	BA6313L837	10/2/2012	10/2/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
D	UMBRELLA LIAB	Y	Y	58110009633	10/2/2012	10/2/2013	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	TSF0001100484	10/2/2012	10/2/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equip Installation See below for add'l info			QT6609270A510	10/2/2012	10/2/2013	\$250,000 Any Item \$2,500,000per Loc/Occ \$2,500,000 Leased/Rented Installation Any One Loc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes Blanket additional insured on the general liability per form CGD604 and automobile per form CA2048 with a waiver of subrogation on the general liability per form CGD316, automobile per form CAT340 and workers compensation per form WC4203, when required by written contract. This insurance is primary and non-contributory as respects general liability per form CGD604.

Installation coverage provides the following:

Basic Limit of Insurance: \$2,500,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County Purchasing Department 4520 Reading Road, Suite A Rosenburg TX 77471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY L. J. Chapman, Holland & Associates		NAMED INSURED Statewide Traffic Signal Company 1509 W 34th Street Houston TX 77018
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Earth Movement Per Occ/Agg: \$1,000,000

Flood Limit Per Occ/Agg: \$1,000,000

Basic Deductible: \$ 2,500

Earth Movement Deductible: \$ 25,000

Flood Deductible: \$ 25,000

Wind/Hail Deductible: \$ 50,000

FORT BEND COUNTY BID NO. 13-080

TRAFFIC SIGNAL PROJECT: CINCO RANCH BOULEVARD AT CINCO CROSSING LANE AND FRY ROAD AT CINCO CROSSING LANE AND CINCO RANCH BOULEVARD AT KATY GASTON ROAD

Statewide Traffic Signal Company

POLICY NUMBER: DT-CO-6249L269-TLC-12

GENERAL PURPOSE ENDORSEMENT

October 2, 2012/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: NUMBER OF DAYS NOTICE OF CANCELLATION: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part. However, the person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal injury" and as described in Paragraph a), b) or c) below, whichever applies:
 - a) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - i. The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies.
 - b) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - i. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04; or
 - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition of such endorsements specified;the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies.
 - c) If neither Paragraph a) nor b) above applies:
 - i. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
 - ii. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field or

COMMERCIAL GENERAL LIABILITY

- ders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

 - a. After the signing and execution of the contract or agreement by you; and
 - b. While that part of the contract or agreement is in effect.

Statewide Traffic Signal Company

Policy No. DTCO6249L269TLC12

October 2, 2012/13

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Statewide Traffic Signal Company

Policy No. DTCO6249L269TLC12

October 2, 2012/13

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Statewide Traffic Signal Company

POLICY NUMBER: BA-6313L837-12-CNS October 2, 2012/13 ISSUE DATE: 10-05-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

Statewide Traffic Signal Company
Policy No. BA6313L83712CNS
October 2, 2012/13

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

October 2, 2012/13

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001100484 20121002 of the Texas Mutual Insurance Company

Issued to STATEWIDE TRAFFIC SIGNAL COMPANY
October 2, 2012/13

Premium \$

Endorsement No.

Ron Wright

Authorized Representative

WC420304A (ED. 1-01-2000)