

## MEMORANDUM

**TO:** Judge Robert Hebert  
County Judge

9-9-14  
B14-062 #22D

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on September 9, 2014. Thank you.

**DATE:** October 3, 2014

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

10/10/14 original returned to Norma at Purchasing

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



**Traffic Signal Installation Project: Falcon Landing Boulevard at Spring Green Boulevard  
for Fort Bend County  
BID 14-062**

**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 28, 2014  
1:30 PM (Central)

**MARK ENVELOPE:**

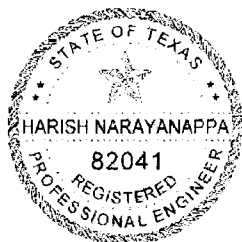
Bid 14-062  
Traffic Signal

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE  
PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE  
SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED  
WILL THEN BE OPENED AND PUBLICLY READ. BIDS RECEIVED AFTER  
THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.  
Results will be provided to 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](mailto:Debbie.Kaminski@fortbendcountytexas.gov)

Prepared: 07/21/14  
Issued: 08/06/14



*Harish Narayanappa*  
July 21, 2014

**Vendor Information**

Traffic Systems Construction, Inc.

Legal Name of Contracting Company

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

281-337-1926

Telephone Number

281-337-2968

Facsimile Number

P.O. BOX 1346, DICKINSON, TX 77539

Complete Mailing Address (for Correspondence)

DICKINSON, TX 77531

City, State and Zip Code

520 FM 646 N

Complete Remittance Address (if different from above)

DICKINSON, TX 77531

City, State and Zip Code

STEVEN M. KASS, VICE PRESIDENT

Authorized Representative and Title (printed)


km.tsci@gmail.com

Authorized Representative's Email Address



Signature of Authorized Representative

## 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 21, 2014 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 signal installation project at the intersection of Falcon Landing Boulevard at Spring Green Boulevard, hereinafter referred to as the "Project," as specified herein.

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **Thursday, August 14, 2014 at 10:30AM (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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX140056 01/03/2014 TX56  
Superseded General Decision Number: TX20130056

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                              01/03/2014

\* 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 there over. 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**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 9<sup>th</sup> day of September, 2014, 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 Traffic Systems Construction, Inc.  
(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 7<sup>th</sup> day of October, 2014.

Fort Bend County, Texas

By: Robert Hebert *comm Ct. 9-9-14*  
County Judge  
Robert E. Hebert

By: [Signature]  
Signature of Contractor

By: STEVEN M. KASS, Vice President  
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 #	7		Dun and Bradstreet #
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	TRAFFIC SYSTEMS CONSTRUCTION, INC.    Year Business was Established <u>1999</u>		
Remittance Address	P.O. BOX 1346		
City/State/Zip	DICKINSON, TX 77539		
Physical Address	520 FM 646		
City/State/Zip	DICKINSON, TX 77539		
County	<del>Fort Bend County</del> Other: GALVESTON		
Phone/Fax Number	Phone: <del>281-337-2968</del> Phone/Fax: 281-337-1926 FAX: 281-337-2968		
Contact Person	STEVE KASS		
E-mail	kass@sciemail.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 checked="" 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:	< \$500,000    \$500,000-\$4,999,999 <u>\$5,000,000-\$16,999,999</u> \$17,000,000-\$22,399,999    > \$22,400,000		
NAICs codes (Please enter all that apply).	238110 238210		

**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)

**TRAFFIC SYSTEMS CONSTRUCTION, INC.**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**P.O. BOX 1346**

City, state, and ZIP code

**DICKINSON, TX 77539**

Requester's name and address (optional)

List account number(s) here (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

Date ▶

**8/27/14**

**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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 9632	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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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. Payers 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.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_ 1 \_\_\_\_\_

Company Name submitting Bid/Proposal: Traffic Systems Construction, Inc.

Mailing Address: P.O. Box 1346, DICKINSON, TX 77539

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

\_\_\_\_\_

\_\_\_\_\_

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

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 Traffic Systems Construction, Inc. 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 §2252.001 and our principal place of business is \_\_\_\_\_  
[Company Name]

[City and State]

**BID FORM – PART A**

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

Project: Falcon Landing Boulevard at Spring Green Boulevard – Traffic Signal  
Installation

Bid No.: 14-062

Bidder: Traffic Systems Construction, Inc.  
(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.

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	162-2002	BLOCK SODDING	SY	20	\$50.03	\$1,000.60
2	416-2034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	88	\$270.00	\$23,760.00
3	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$1,772.60	\$7,090.40
4	531-2019	CONC SIDEWALKS (4.5")	SY	18	\$249.99	\$4,499.82
5	618-2034	CONDT (PVC) (SCHD 80) (2")	LF	1350	\$8.35	\$11,272.50
6	618-2035	CONDT (PVC) (SCHD 80) (2") (BORE)	LF	50	\$15.00	\$750.00
7	618-2038	CONDT (PVC) (SCHD 80) (3")	LF	155	\$11.15	\$1,728.25
8	618-2040	CONDT (PVC) (SCHD 80) (4")	LF	130	\$12.55	\$1,631.50
9	618-2041	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	450	\$12.85	\$5,782.50
10	618-2052	CONDT (RM) (2")	LF	40	\$16.00	\$640.00
11	620-2008	ELEC CONDR (NO. 4) INSULATED	LF	396	\$1.70	\$673.20
12	620-2009	ELEC CONDR (NO. 6) BARE	LF	2030	\$1.25	\$2,537.50
13	620-2010	ELEC CONDR (NO. 6) INSULATED	LF	35	\$1.15	\$40.25
14	621-2004	TRAY CABLE (4 CONDR)(12 AWG)	LF	1020	\$1.70	\$1,734.00
15	624-2014	GROUND BOX TY D (162922) W/APRON	EA	14	\$635.00	\$8,890.00
16	628-2101	ELC SRV TY D 120/240 070 (NS) SS (E) SP (U)	EA	1	\$3,365.00	\$3,365.00
17	644-2026	IN SM RD SN SUP & AM TY S80 (1) SA (T-2EXT)	EA	4	\$1,150.00	\$4,600.00
18	644-2060	REMOVE SM RD SN SUP & AM	EA	8	\$85.00	\$680.00

Falcon Landing Boulevard at Spring Green Boulevard  
Traffic Signal Installation

BID 14-062

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
19	666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	LF	480	\$ .60	\$288.00
20	666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	160	\$ .60	\$96.00
21	666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	400	\$1.15	460.00
22	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	860	\$5.75	\$4,945.00
23	666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	4	\$115.00	\$460.00
24	666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	4	\$115.00	\$460.00
25	666-2188	REFL PAV MRK TY II (Y) (MED NOSE)	EA	4	\$85.00	\$340.00
26	666-2189	PAVEMENT SEALER 4"	LF	640	\$ .10	\$64.00
27	666-2191	PAVEMENT SEALER 8"	LF	400	\$ .15	\$60.00
28	666-2195	PAVEMENT SEALER 24"	LF	860	\$ .35	\$301.00
29	666-2195	PAVEMENT SEALER (ARROW)	EA	4	\$5.75	\$23.00
30	666-2219	PAVEMENT SEALER (WORD)	EA	4	\$5.75	\$23.00
31	672-2022	REFL PAV MRKR TY II-C-R	EA	100	\$4.00	\$400.00
32	677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	800	\$ .45	\$360.00
33	677-2003	ELIM EXT PAV MRK & MRKS (8")	LF	400	\$ .85	\$340.00
34	677-2007	ELIM EXT PAV MRK & MRKS (24")	LF	900	\$2.30	\$2,070.00
35	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4	\$75.00	\$300.00
36	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	EA	4	\$75.00	\$300.00
37	678-2021	PAV SURF PREP FOR MRK (BLAST CLN) (4")	LF	640	\$ .10	\$64.00
38	678-2027	PAV SURF PREP FOR MRK (BLAST CLN) (8")	LF	400	\$ .15	\$60.00
39	678-2024	PAV SURF PREP FOR MRK (BLAST CLN) (24")	LF	860	\$ .35	\$301.00
40	678-2028	PAV SURF PREP FOR MRK (BLAST CLN) (ARROWS)	EA	4	\$5.75	\$23.00
41	678-2029	PAV SURF PREP FOR MRK (BLAST CLN) (WORD)	EA	4	\$5.75	\$23.00

Falcon Landing Boulevard at Spring Green Boulevard  
Traffic Signal Installation

**BID 14-062**

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
42	680-2003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$31,150.00	\$31,150.00
43	682-2001	BACK PLATE (12 IN) (3 SEC)	EA	8	\$80.00	\$640.00
44	682-2002	BACK PLATE (12 IN) (4 SEC)	EA	4	\$90.00	\$360.00
45	682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4	\$180.00	\$720.00
46	682-2023	VEH SIG SEC (12 IN) LED (GRN)	EA	8	\$180.00	\$1,440.00
47	682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	8	\$180.00	\$1,440.00
48	682-2025	VEH SIG SEC (12 IN) LED (YEL)	EA	8	\$180.00	\$1,440.00
49	682-2026	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4	\$180.00	\$720.00
50	682-2027	VEH SIG SEC (12 IN) LED (RED)	EA	8	\$180.00	\$1,440.00
51	682-2066	PED SIG SEC (12 IN) LED (COUNTDOWN)	EA	8	\$410.00	\$3,280.00
52	684-2007	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	1930	\$ .95	\$1,833.50
53	684-2009	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	1980	\$1.25	\$2,475.00
54	684-2012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2960	\$1.75	\$5,180.00
55	684-2080	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	5550	\$ .85	\$4,717.50
56	686-2053	INS TRF SIG PL AM (S) 1 ARM (50') LUM	EA	1	\$13,615.00	\$13,615.00
57	686-2057	INS TRF SIG PL AM (S) 1 ARM (55') LUM	EA	1	\$13,890.00	\$13,890.00
58	686-2065	INS TRF SIG PL AM (S) 1 ARM (65') LUM	EA	2	\$14,250.00	\$28,500.00
59	687-2001	PED POLE ASSEMBLY	EA	7	\$1,275.00	\$8,925.00
60	688-2002	VEH LP DETECT (SAWCUT)	LF	2100	\$9.50	\$19,950.00
61	8777-2001	LED RDWY LUMINAIRE (.25KW EQ)	EA	4	\$775.00	\$3,100.00
62	8835-2001	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	8	\$870.00	\$6,960.00
63	16724	EMERGENCY VEHICLE PRE-EMPTION SYSTEM	EA	1	\$7,200.00	\$7,200.00
64	DWG	DETECTABLE WARNING SURFACE (2' WIDE) (SURFACE APPLIED)	LF	16	\$115.03	\$1,840.48

TOTAL BID PRICE:

\$ 253,253.00

**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: TRAFFIC SYSTEMS CONSTRUCTION, INC.

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.)

\*\*By:

[Signature]  
Signature

8/28/2014  
Date

Name:

STEVEN M. LASS, VICE PRESIDENT  
(Print or type name) Title

Address:

P.O. BOX 1346, DICKINSON, TX 77539  
(Mailing)

520 FM 646 N, DICKINSON, TX 77539  
(Street, if different)

Telephone and Fax Number:

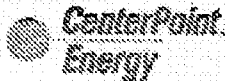
T-281-337-1926 / F-281-337-2968  
(Print or type numbers)

\* 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



# SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CNP 79 (3-2013) Page 1 of 3

CUSTOMER FL BEND COUNTY		DAY PHONE (281) 432-3666 281-238-3571
SERVICE ADDRESS 4200 1/2 SPRING GREEN BLVD Katy, TX 77494		PERSONAL PHONE
MAILING ADDRESS 301 JACKSON ST, RICHMOND, TX 77469		FAX
ELECTRICIAN		CELL PHONE

Dear Customer,

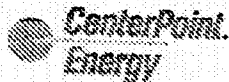
CenterPoint Energy Houston Electric, LLC is grateful to meet with you on MAY 9, 2014 to discuss the requirements needed to provide you electric service.

<ul style="list-style-type: none"> <li>CenterPoint Energy Construction Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</li> <li>The following steps must be complete prior to construction:           <ul style="list-style-type: none"> <li><input type="checkbox"/> Pay any up-front contributions for non-standard service \$ _____</li> <li><input type="checkbox"/> Clear trees along extension route</li> <li><input type="checkbox"/> Easement charges \$ _____</li> <li><input type="checkbox"/> Easement execution</li> </ul> </li> </ul>	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Site Plan and Elevation Plan: Hard Copy</li> <li><input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates</li> <li><input type="checkbox"/> One Line Diagram</li> <li><input type="checkbox"/> Load Analysis</li> <li><input type="checkbox"/> Easements Required: Recorded Warranty Deed Required</li> <li><input type="checkbox"/> Specifications on Modular Metering Enclosure</li> </ul>
--	--

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 <a href="http://www.centerpointenergy.com/theenergybusiness">http://www.centerpointenergy.com/theenergybusiness</a>
<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 <a href="http://www.powertochoose.org">http://www.powertochoose.org</a> or call 1-888-PWR-4-TX or 1-800-797-4638

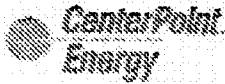
CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon accelerated date by CenterPoint Energy and customer. Please be aware our ability to meet the target completion date is subject to the availability of resources.



CNP 79 (3-2013) Page 2 of 3

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 <input type="checkbox"/> 1Ø 3W Δ 480V <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____	<small>*10 x 26 FT can mounted on 480V Service?          *1-1/4" conduit connecting CT &amp; PT can run?</small>	n/a _____ FT <sup>2</sup> <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Picked _____ n/a Cust's Load 1 Ø _____ 10 + 3 Ø _____ 0 = _____ 10 Total KVA Fault Current: Initial _____ 6,100 Ultimate _____ 99,200 Amperes RMS Symmetrical at _____ 240 _____ Volts	
CT CAN TYPE		CONDUITS ON POLE	

AS PER ORIGINAL



**SERVICE OUTLET LOCATION AND DATA STATEMENT  
FOR ELECTRIC SERVICE**

CNP-79 (3-2013) Page 1 of 3

COUNTY FL BEND COUNTY		DAY PHONE (888) 643-3888 281-258-5578
SERVICE ADDRESS 4200 W SPRING GREEN BLVD Katy, TX 77499		EXTENSION PHONE
MAILING ADDRESS 301 JACKSON ST, RICHMOND, TX 77469		PAGER
ELECTRICIAN		CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on MAY 9, 2014 to discuss the requirements needed to provide you electric service.

<ul style="list-style-type: none"> <li>CenterPoint Energy Construction Required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</li> <li>The following steps must be complete prior to construction: <ul style="list-style-type: none"> <li><input type="checkbox"/> Pay any up-front contributions for non-standard service \$ _____</li> <li><input type="checkbox"/> Clear trees along extension route</li> <li><input type="checkbox"/> Easement charges \$ _____</li> <li><input type="checkbox"/> Easement execution</li> </ul> </li> </ul>	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies</li> <li><input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates</li> <li><input type="checkbox"/> One Line Diagram</li> <li><input type="checkbox"/> Load Analysis</li> <li><input type="checkbox"/> Easements Required-Recorded Warranty Deed Required</li> <li><input type="checkbox"/> Specifications on Modular Metering Enclosure</li> </ul>
--	---

The following steps must be completed prior to meter installation:

YES NO

- ☒ ☐ Installation of meter pole or weather head (as located on sketch)
- ☒ ☐ 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>
- ☒ ☐ 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
- ☒ ☐ Choose a Competitive Retailer - For listing, visit the website <http://www.powerchoice.org> or call 1-800-555-4-TEX (1-800-555-4638)

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.

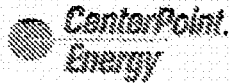
Sincerely,

Service Consultant

SERVICE CONSULTANT STANLEY G SHORT		PHONE NUMBER (281) 361-3228
ADDRESS 13380 W BELLFORT, HOUSTON, TX 77099		
E-MAIL ADDRESS stanley.short@centerpointenergy.com		
CUSTOMER SIGNATURE 		DATE 6-12-14

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?
<p>APPLICABLE FORMS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Power Quality</li> <li><input type="checkbox"/> Primary Meter</li> <li><input type="checkbox"/> Motor Start</li> <li><input type="checkbox"/> Emergency Generation</li> <li><input type="checkbox"/> Distributed Generation</li> <li><input type="checkbox"/> Major UG Checklist</li> </ul>	

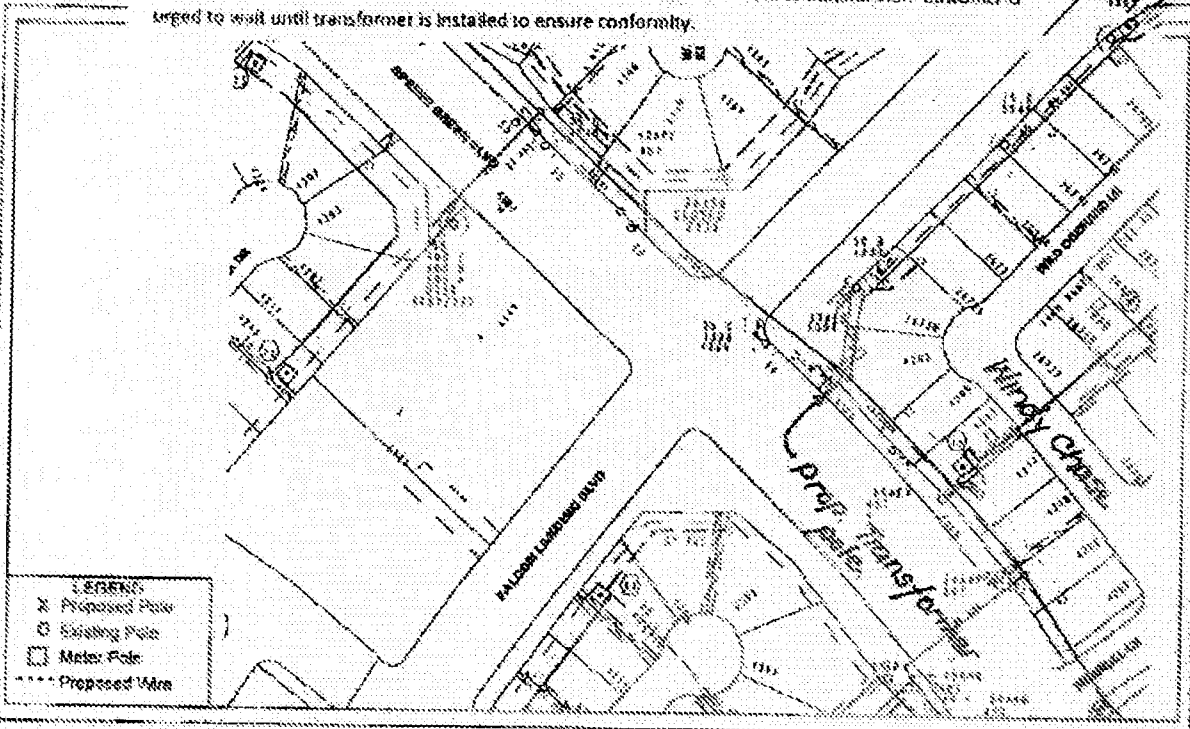


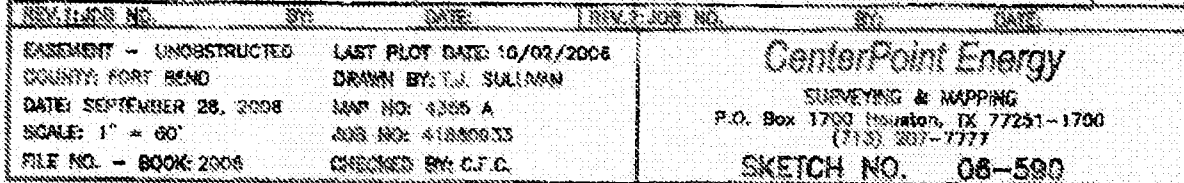


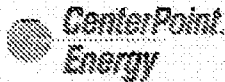
GENERAL SERVICE		SERVICE TYPE
<input type="checkbox"/> 1Ø 3W 120/208 <input checked="" type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input type="checkbox"/> 3Ø 4W Y 277/480V* <small>*10 X 25 PT can mounted on 480V Service?</small> <input type="checkbox"/> 3Ø 3W Δ 480V* <small>*1-1/4" conduit connecting CT &amp; PT can run?</small> <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____		n/a _____ FT <sup>2</sup> <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Picked _____ n/a Cust's Load 1 Ø _____ 10 +3 Ø _____ 0 = _____ 10 Total KVA Fault Current: Initial _____ 6,100 Ultimate _____ 99,200 Amperes RMS Symmetrical at _____ 240 _____ Volts
<b>CT CAN TYPE</b> <input checked="" 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	<b>CONDUITS ON POLE</b> Size of Conduit _____ 3 inch max No. of Conduits _____ 1	For information Regarding: CenterPoint Energy service standards visit <a href="http://www.centerpointenergy.com/electricservicestandards">www.centerpointenergy.com/electricservicestandards</a> or For Gas service call (713) 866-2111

## COMMENTS OR NOTES

Customers transformer pole is an existing pole located towards the rear of 4202 Windy Chase Lane. Customer may rise this pole with his secondary conduit using an existing 10ft ground easement as shown. Customers weatherhead shall be located 18 inches below the base of transformer. Customer is urged to wait until transformer is installed to ensure conformity.







## TEXAS LAW AN ACT TEXAS HEALTH AND SAFETY CODE TITLE 3

CHAPTER 782 - 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 plastic 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 employee's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuit;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized direct 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 clearance 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 of 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 782.003, 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) erect, install, transport, or store all or any part 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 782.003, 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, hoistmaster, hoistmaster, 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 bucket or dipper; and
  - (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator line on the lift hook connection.
- (B) The warning sign required by Subsection (A)(1) must be a weather-resistant sign of not less than 8 1/2 inches by 11 inches marked with a yellow background and black lettering that reads:
- "WARNING - 1,000 VOLTS. 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 782.004 and 782.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 782.003, the person, firm, corporation, or association may not connect 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. 876, § 1, eff. Sept. 1, 1989

Prior Laws:

Acts 1987, 62nd Leg., p. 78, ch. 41

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

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

**DESCRIPTION OF A 0.001-ACRE (37 SQ. FT.)  
TRACT OF LAND SITUATED IN THE I&GNRR CO.  
SURVEY, A-364, FORT BEND COUNTY, TEXAS**

Being a description of a 0.001-acre (37 Sq. Ft.) tract of land situated in the I&GNRR CO. Survey, A-364, Fort Bend County, Texas. Said 0.001-acre tract being out of Restricted Reserve 'B' of Cinco Ranch Southwest, Section 29, as recorded under Clerk's File No. 20080129 of the Fort Bend County Plat Records and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204 (NAD88) (2011 Adj.). All coordinates shown herein are surface coordinates and may be converted to grid by multiplying by the combined scale factor of .99988505.

**COMMENCING** at a point on the southeast right-of-way line of Falcon Landing Boulevard (60-Foot Wide Right-of-Way), as recorded under Clerk's File No. 20080126 of the Fort Bend County Plat Records at the southeast side of the intersection of said Falcon Landing Boulevard and Spring Green Boulevard (100-Foot Wide Right-of-Way), as recorded under Clerk's File No. 20080060 of the Fort Bend County Plat Records with said point marking the beginning of a tangent curve to the right;

THENCE along the southeast right-of-way line of said Falcon Landing Boulevard with said curve to the right having a radius of 25.00 feet, a central angle of 32 deg. 12 min. 14 sec., an arc length of 14.05 feet, a chord bearing of North 58 deg. 53 min. 32 sec. East and a chord distance of 13.87 feet to a ½" iron rod with cap stamped "WEISSER ENG HOUSTON, TX." set for the northwest corner and **POINT OF BEGINNING** of said tract herein described;

THENCE continuing along the southeast right-of-way line of said Falcon Landing Boulevard with said curve to the right having a radius of 25.00 feet, a central angle of 26 deg. 05 min. 32 sec., an arc length of 11.38 feet, a chord bearing of North 88 deg. 02 min. 25 sec. East and a chord distance of 11.29 feet to a ½" iron rod with cap stamped "WEISSER ENG HOUSTON, TX." in the southwest right-of-way line of said Spring Green Boulevard set for the northeast corner of said tract herein described;

THENCE South 42 deg. 47 min. 44 sec. West, over and across said Restricted Reserve 'B', a distance of 7.95 feet to a ½" iron rod with cap stamped "WEISSER ENG HOUSTON, TX." set for the south corner of said tract herein described;

THENCE North 47 deg. 12 min. 16 sec. West, continuing over and across said Restricted Reserve 'B', a distance of 8.01 feet to the **POINT OF BEGINNING** and containing 0.001 acre (37 Sq. Ft.) of land.

This description is accompanied by a plat of even survey date.

Compiled By:  
WEISSER ENGINEERING COMPANY  
19500 Park Row, Suite 100  
Houston, Texas 77084

TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68

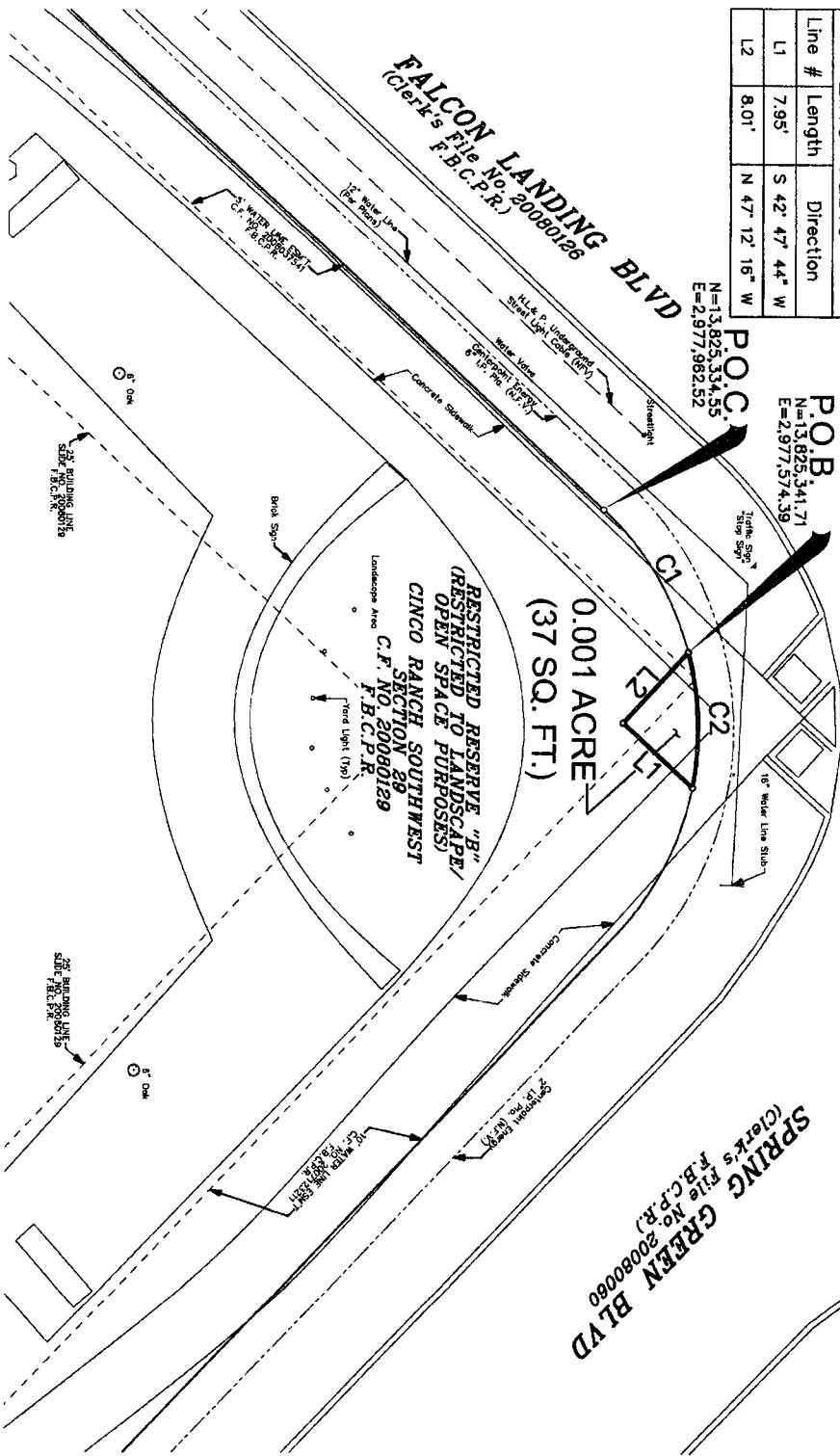
Job No.: EI454  
Date: 07/21/2014



A handwritten signature in black ink, appearing to read "Walter P. SASS", written over a faint, circular, dotted line.

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	25.00'	32°12'14"	14.05'	N 58° 53' 32" E
C2	25.00'	26°05'32"	11.38'	N 88° 02' 25" E
				11.29'

Line Table		
Line #	Length	Direction
L1	7.95'	S 42° 47' 44" W
L2	8.01'	N 47° 12' 16" W



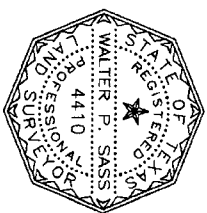
# I. & G.N.R.R. Co. Survey, A-364

KEY MAP No. 484-X

BASIS OF BEARINGS:  
TEXAS STATE PLANE COORDINATE  
SYSTEM, SOUTH CENTRAL ZONE  
No. 4204 (NAD 83) (2001 Adj.)

NOTE:  
THIS SURVEY IS BEING CREATED  
SOLELY FOR THE PARTIES HEREIN  
STATED. NO LICENSE HAS BEEN  
CREATED, EXPRESS OR IMPLIED, TO  
COPY THE SURVEY EXCEPT AS IS  
NECESSARY IN CONJUNCTION WITH  
THIS TRANSACTION.

NOTE:  
ALL CORNERS SET W/ 1/2" I.R. STAMPED  
"WEISSER ENG HOUSTON, TX" UNLESS  
OTHERWISE NOTED.



WALTER P. SASS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS, No. 4410

**WEISSER Engineering Co.**  
19500 Park Row, Suite 100  
Houston, Texas 77064  
(281) 579 - 7300  
TOLL FREE TEXAS 800-660-1000

**EXHIBIT OF A 0.001 ACRE TRACT  
OUT OF THE I. & G.N.R.R. CO. SURVEY, A-364  
FORT BEND COUNTY, TEXAS**

© Copyright 2014 Weisser Engineering Company, Inc.

DRAWN BY: L.Y.	CALCD. BY:	SCALE: 1" = 10'
F.B. NO:	CHECKED BY: J.M.	SHEET 1 OF 1
CREW CHIEF:	DATE: 07-21-2014	JOB NO.: EHS4

## **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 (NOT INCLUDED)**

ITEMS IN PARENTHESIS ARE REFERENCE ITEMS TO SPECIFICATIONS

162	SODDING FOR EROSION CONTROL (166), (168)
416	DRILLED SHAFT FOUNDATIONS (420), (421), (440), (448)
502	BARRICADES, SIGNS AND TRAFFIC HANDLING
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	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300), (302), (316)
678	PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)
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 PROVISIONS (INCLUDED)**

416-001	DRILLED SHAFT FOUNDATIONS
502-033	BARRICADES, SIGNS AND TRAFFIC HANDLING
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 PEDESTRIANS SIGNAL HEADS
687-005	PEDESTAL POLE ASSEMBLIES

**SPECIAL SPECIFICATIONS (INCLUDED)**

- 8777 LED ROADWAY ILLUMINATION
- 8835 ACCESSIBLE PEDESTRIAN SIGNAL UNITS

For this project, the contractor shall use the attached Specification and reference the Specification Book, CITY OF HOUSTON 2012 STANDARD SPECIFICATIONS, July 1, 2012.

**CITY OF HOUSTON SPECIFICATION (INCLUDED)**

- 16724 EMERGENCY VEHICLE PREEMPTION SYSTEM

END OF DOCUMENT

## **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**

**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---005**

### **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, Sections B. Installation and C. Painted Finish.** 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. Watertight breakaway electrical disconnects are required for pedestal pole assemblies used in conjunction with vehicle and pedestrian heads and components. Pedestrian push button post assemblies include foundation, post, and post cap.

Use established industry and utility safety practices to erect assemblies near overhead or underground utilities. Consult with the appropriate utility company prior to beginning such work.

Repair damaged galvanizing in accordance with Section 445.3.D, "Repairs."

- 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:

**687.4 Measurement.** This Item will be measured by each pedestal pole assembly or each pedestrian pushbutton post assembly."

**Article 687.5 Payment** is voided and replaced by the following:

**687.5. Payment.** 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."

This price is full compensation for furnishing and installing the shaft; base, shims, anchor bolts, and foundation; and materials, equipment, labor, tools, and incidentals.

New signal heads will be paid for under Item 682, "Vehicle and Pedestrian Signal Heads."

**SPECIAL SPECIFICATION****8777****LED Roadway Illumination**

**1. Description.** Furnish, fabricate, and install light-emitting diode (LED) roadway illumination assemblies, LED luminaires, or replace high pressure sodium (HPS) luminaire with LED luminaire.

**2. Materials.** Provide new materials that comply with the details shown on the plans, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 446, "Cleaning and Painting Steel"
- Item 449, "Anchor Bolts"
- Item 616, "Performance Testing of Lighting Systems"
- Item 620, "Electrical Conductors"

Provide 6 sets of submittals for the complete luminaire and photometric files in .ies format to the Engineer at the project address. Obtain the Engineer's approval on the submittals before purchasing materials and beginning work.

Provide LED roadway luminaire with IES type II or III light distribution pattern.

Hot-dip galvanized fabricated pole sections and associated parts in accordance with Item 445, "Galvanizing". Punch or drill holes in steel parts or members, when allowed, before galvanizing. Paint poles, when shown on the plans, in accordance with Item 446, "Cleaning and Painting Steel".

**A. General Requirements.** Provide LED luminaires UL listed to UL1598 and suitable for use in wet locations. Ensure that optical compartment meets IEC Standard 60529-IP65. Place permanent labels inside of luminaire indicating date of manufacture, IP rating, and UL listing.

Rate luminaire for a minimum operational life of 60,000 hours, with operating temperature rated between -30 degrees C and 40 degrees C.

**B. Housing.** Provide luminaire housing, lens frame, and door from 96% copper-free, die-cast aluminum. Provide for luminaire mounting to a 2-in. pipe arm, capable of adjustments  $\pm 5^\circ$  from level. Meet ANSI 136.31, 3.0 G vibration requirements.

Equip luminaire with a three-prong photocell receptacle with shorting cap installed.

Paint luminaires light gray when installing on galvanized poles. For all other poles, paint luminaires to match the color of the pole as directed. Use a thermoset powder-coat paint system. Ensure that paint exceeds 1000-hr. salt-spray test in accordance with ASTM B117. Ensure a nominal paint thickness of 2.5 mil.

Fabricate hardware, brackets, nuts, bolts, washers, ballast tray, and parts from stainless steel or aluminum of adequate thickness as approved.

Ensure weight of the luminaire is less than 60 pounds and the effective projected area is less than 1.6 sq. ft.

- C. **Electronic Driver and LED Modules.** Provide luminaire with replaceable LED driver modules that will operate at 120V and 240V line voltage or 240V and 480V line voltages as shown in plans.

Provide luminaire with surge protection devices (SPD), in addition to driver's internal protection, to withstand repetitive noise transients from utility line switching, nearby lightning strikes, and other interference. Provide SPD that will protect the luminaire from common mode transient peak voltages up to 10 kV (minimum) and transient peak currents up to 5 kA (minimum). Provide SPD that conforms to UL 1449 or UL 1283, and has been tested per the latest version of IEEE/ANSI C62.41 for category C (standard).

Provide a two-position barrier-type terminal block secured to housing. Provide lugs with captive screws for wire sizes up to 6 AWG. Identify each terminal position.

Do not place fuses in pole-mounted luminaires. Provide wall- or underpass-mounted luminaires with internal 10-amp, time-delay fuses and fuse holders.

Provide luminaire with LED modules that can be replaced or repaired without replacement of the whole luminaire.

Provide LED modules so that catastrophic loss or failure of an individual LED will not result in the loss of the entire luminaire.

Provide LED modules with a color temperature between 3500K-5000K.

Provide sufficient thermal management of the heat generated by the luminaire to ensure a minimum operable life of 60,000 hours with an average operating time of 12 hours per night. Provide a passive thermal management system. Fans or other mechanical cooling systems will not be allowed. Luminaire will be considered at end of life when the total light output of the luminaire is below 70% of the initial output.

Design luminaire so that the maximum junction temperature of the LEDs at maximum ambient temperature will not be exceeded, and will not exceed 105 degrees C.

- D. **Performance Requirements:** For each type of luminaire specified by this specification, submit a photometric file in .ies format of the luminaire generated from tests of an actual luminaire in an independent test lab. Document that the luminaire was tested according to IES LM-79. Provide photometric data for luminaires at specified color temperature and operating at 25 degrees C ambient temperature. The Department will verify the performance of the luminaire in a computer simulation.

- 1) **150 Watt HPS (High Pressure Sodium) Equivalent:** The simulation will be modeled with a luminaire mounted in a level position 20.0 ft. above the midpoint of either long side of the surface of a rectangular 110.0 ft. by 30.0 ft. grid, with grid points 5 ft. apart. Ensure the following parameters will be met by the file using a light loss factor (LLF) of 1.0:
    - IESNA cutoff or better
    - Minimum illuminance of 0.20 foot candle at all points on the grid
    - Average illuminance greater than 0.80 foot candle over the entire grid
  - 2) **250 Watt HPS Equivalent:** The simulation will be modeled with a luminaire mounted in a level position 40.0 ft. above the midpoint of either long side of the surface of a rectangular 190.0 ft. by 45.0 ft. grid, with grid points 5 ft. apart. Ensure the following parameters will be met by the file using a LLF of 1.0:
    - IESNA cutoff or better
    - Minimum illuminance of 0.20 foot candle at all points on the grid
    - Average illuminance greater than 0.75 foot candle over the entire grid
  - 3) **400 Watt HPS Equivalent:** The simulation will be modeled with a luminaire mounted in a level position 50.0 ft. above the midpoint of either long side of the surface of a rectangular 220.0 ft. by 60.0 ft. grid, with grid points 10 ft. apart. Ensure the following parameters will be met by the file using a LLF of 1.0:
    - IESNA cutoff or better
    - Minimum illuminance of 0.20 foot candle at all points on the grid
    - Average illuminance greater than 0.75 foot candle over the entire grid
- E. **Warranty:** The manufacturer will replace failed luminaires, when non-operable due to defect in material or workmanship, within five years of installation with a luminaire that meets all specifications, delivered to the project location. Photocells are subject to the warranties of their respective manufacturers.

**3. Construction.** Perform work in accordance with the details shown on the plans and the requirements of this Item.

Sample and test luminaires in accordance with Tex-1110-T for compliance with this specification. Provide luminaires early enough in the project to allow luminaires to be shipped to an independent test lab, tested, and returned to verify luminaire performance and compliance to specifications.

Use established industry and utility safety practices when installing poles or luminaires located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

Prevent scarring or marring of poles, mast arms, and luminaires. Replace damaged components. Repair damaged painted areas of roadway illumination assemblies according to manufacturer's recommendation.

Install and align each luminaire as shown on the plans. The Department may shift a luminaire's location, if necessary, to secure a more desirable location or to avoid conflict with utilities.

Material deemed salvageable will become the property of the Department. Salvageable material will be stored at designated locations as directed by Department. Accept ownership of unsalvageable materials and dispose of them in accordance with federal, state, and local regulations.

- A. Installation LED Roadway Illumination Assemblies.** Fabricate and install roadway illumination assembly components in accordance with the details, dimensions, and requirements shown on the plans. Do not use screw-in type foundations. Install anchor bolts and coat anchor bolt threads in accordance with Item 449, "Anchor Bolts." Erect structures after foundation concrete has attained its design strength as required on the plans and Item 421, "Hydraulic Cement Concrete." Tighten anchor bolts for poles with shoe bases in accordance with Item 449, "Anchor Bolts." Do not place grout between base plate and foundation. Test installed roadway illumination assemblies in accordance with Item 616, "Performance Testing of Lighting Systems."
- B. Installation LED Luminaires.** Fabricate and install LED luminaires components in accordance with the details, dimensions, and requirements shown on the plans. Test installed roadway illumination assemblies in accordance with Item 616, "Performance Testing of Lighting Systems."
- C. Replacement HPS Luminaires.** Remove existing HPS luminaire. Fabricate and install LED luminaires components in accordance with the details, dimensions, and requirements shown on the plans. Test installed roadway illumination assemblies in accordance with Item 616, "Performance Testing of Lighting Systems."

**4. Measurement.** This Item will be measured as each LED roadway illumination assembly installed, LED luminaire installed, or HPS luminaires replaced.

**5. Payment.** 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 "Install LED Roadway Illumination Assemblies", "Install LED luminaires" or "Replace HPS with LED Luminaire" of the types specified. The Department will pay for electrical energy consumed by the lighting system.

This price is full compensation for furnishing, installing, replacing, and testing luminaires; drivers, anchor bolts, anchor plates, LED modules, internal transformer, internal conductors, poles, arms, brackets, and connections; system performance testing; and equipment, labor, tools, and incidentals.

New drilled shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New concrete riprap placed around foundations will be paid for under Item 432, "Riprap." New conduit will be paid for under Item 618, "Conduit." New conductors, except the conductors internal to the pole, will be paid for under Item 620, "Electrical Conductors." New ground boxes will be paid for under Item 624, "Ground Boxes." New electrical services will be paid for under Item 628, "Electrical Services."

**SPECIAL SPECIFICATION**  
**8835**  
**Accessible Pedestrian Signal Units**

1. **Description.** Furnish and install accessible pedestrian signal (APS) units.
2. **Materials.** Furnish materials in accordance with the following:
  - Item 618, "Conduit"
  - Item 624, "Ground Boxes"
  - Item 682, "Vehicle and Pedestrian Signal Heads"
  - Item 684, "Traffic Signal Cables."
  - Item 688, "Pedestrian Detectors and Vehicle Loop Detectors."

Provide a 2-piece cast aluminum housing unit consisting of a base housing and a removable cover. Ensure the internal components provide a pushbutton with all the electrical and mechanical parts required for operation. Supply housing or an adapter (saddle) that conforms to the pole shape, fitting flush to ensure a rigid installation. Supply adapters of the same material and construction as the housing. Close unused openings with a weather-tight closure painted to match the housing. Provide a minimum 0.5 inch hole with an insulating bushing through the back of the housing.

Ensure the manufacturers name or trademark is located on the housing. The APS pushbutton shall be a solid state switch rated for at least 1 million operations.

Ensure APS complies with US Access Board's "Draft Guidelines for Accessible Public Rights of Way" (PROWAG) Section R306. In addition, ensure that the APS complies with and provides operation consistent with requirements of Sections 4E.09 through 4E.13 of the 2009 Edition of the Federal Highway Administration publication Manual on Uniform Traffic Control Devices.

Supply an APS (pushbutton station) that includes a pedestrian sign, a pushbutton, vibrotactile arrow and an audible speaker contained in one unit and with the following features:

- Vibrating tactile arrow with high visual contrast.
- Pushbutton locator tone with a duration of 0.15 seconds or less, repeating at 1-second intervals. The pushbutton locator tones must deactivate when the traffic control signal is operating in a flashing mode.



The locator tones must be intensity responsive to ambient sound and be audible (a maximum of 5 dBA louder than ambient sound) up to 6 to 12 feet from the pushbutton or to the building line whichever is less.

- Speech walk message for the WALKING PERSON (symbolizing WALK) indication.
- Speech pushbutton information message.
- Unless plans require otherwise, provide each pushbutton station with a 9" X 15" sign. Use sheet aluminum with minimum thickness of 0.080 in. for information signs for push buttons.
- Audible tone walk indications – consisting of ticks repeating at 8 to 10 times per second at multiple frequencies with a dominant component at 880 Hz  $\pm$  20%. It must provide an audible walk indication during the walk interval only. The audible walk indication must be from the beginning of the associated pedestrian walk phase and must have the same duration as the pedestrian walk signal except it must be possible to limit the accessible walk indication to the first 7 seconds of the walk interval when the pedestrian signal rests in walk. When the accessible walk indication is limited during rest in walk a button press during the walk interval must recall the walk interval provided the crossing time remaining is greater than the pedestrian change interval.
- Automatic volume adjustment in response to ambient traffic sound level provided up to a maximum volume of 100 dBA. Tone or voice volume measured at 3 ft from the pushbutton station shall be 2 dB minimum and 5 dB maximum above ambient noise level and shall be responsive to ambient noise level changes.
- The pushbutton must be Americans with Disabilities Act compliant and activate both the walk interval and accessible pedestrian signal.
- Actuation indicator-tone and light.
- Extended button press which can be used to request a louder WALK signal and locator tone for subsequent clearance interval.
- Weather-resistant speaker protected by a vandal resistant screen.
- Capable of operating at, as a minimum, up to 1000 ft (AWG #12) cable run from signal cabinet
- Pushbutton station and Central control unit shall be rated for the following temperature range:  
Pushbutton station: -30°F to +155°F.  
Central Control Unit: -30°F to +165°F
- APS units shall be operationally compatible with TS1, TS2, 170 and 2070 controllers and cabinet assemblies, currently used by the Department and any other Texas government entities. In the case of conflicts between specifications, the latest Department specifications will control.

Unless specified otherwise in the plans, supply a central control unit (CCU) for the pushbutton stations that resides in the Traffic Signal Controller Cabinet. Provide a CCU capable of controlling up to 4 pedestrian phases and 12 Pushbutton stations. Ensure that all inputs and outputs on the CCU have Transient Voltage Protection.

If plans specify that the APS will require no additional space or wiring in the cabinet, provide one control unit per push button station capable of mounting in the pedestrian signal housing.

If a special device or software is required to configure the APS operation, provide a minimum of one device or copy of software per signal cabinet along with any required connectors, unless required otherwise by the plans.

Provide any wiring harnesses, connectors, interface cables, terminal blocks, etc. required for connecting the pushbutton station or CCU to the traffic signal controller assembly and making the Pushbutton stations operational.

3. **Construction.** Unless specified otherwise, wire the APS to the nearest splicing point or terminal strip using stranded No. 12 AWG XHHW wire with 600-volt insulation. Do not use terminal connections or splice wire leads except in the hand holes located in the signal pole shaft, in the signal pole base, or at locations approved by the Engineer. All allowed splices must be watertight. Attach wires to terminal posts with solderless terminals. Attach terminals to the wires with a ratchet-type compression crimping tool properly sized to the wire. Remove any burrs or rough edges on any holes drilled for wire entry to APS pushbuttons. Ensure pushbutton stations are mounted at the proper height and orientation. Provide a neat workmanship in the installation of any wiring harnesses, control units, wiring panels, push button stations. Follow manufacturer's recommendations regarding installation and weatherproofing.
4. **Documentation Requirements.** Each APS shall be provided with the following documentation:
  - Complete and accurate installation wiring guide.
  - Contact name, address, and telephone number for the representative, manufacturer, or distributor for warranty repair.
  - If requested supply schematics for all electronics. One schematic diagram shall be provided for pushbutton stations, panels, central control units or control units, along with any necessary installation instructions.
5. **Warranty** The APS unit shall be warranted against any failure due to workmanship, material defects or intensity within the first 60 months of field operation. APS unit shall operate as required above after 60 months of continuous use over the temperature range of -30°F to +165°F in a traffic signal operation. The contractor shall provide a written manufacturer warranty against defects in materials and workmanship for APS unit for a period of 60 months after installation.

Replacement of APS units shall be provided within 5 days after receipt of failed module(s) at no cost to the Department, except the cost of shipping the failed modules.

6. **Measurement.** This Item will be measured by each APS pushbutton station installed.
7. **Payment.** 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 "Accessible Pedestrian Signal Units" of the type specified. This price is full compensation for furnishing, installing, and testing the detectors, including mounting hardware, pushbutton stations, central control units, wiring harnesses, and configuration devices or software. The 2 conductor cable from the signal cabinet to the pushbutton station shall be paid for under Item 684, "Traffic Signal Cables".

The sign attached to the APS unit will not be measured or paid for directly but will be subsidiary to this Item.

SECTION 16724

EMERGENCY VEHICLE PREEMPTION (EVP)

PART I GENERAL

1.01 SECTION INCLUDES

- A. The system employs optical communication to identify the presence of designated emergency vehicles and causes the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. The matched set of components which make up the system will cause the existing traffic controller to be manipulated upon recognition of the signal from the vehicle. This communication is effective to the optical detectors at or near the intersection over a line-of-sight path of up to 1800 feet.

The system requires no attention of the vehicle operator other than a simple emitter "ON" switch located in the vehicle which is to remain "ON" until the end of the emergency run. The system shall operate on a first-come, first-served basis. The system is capable of overriding lower priority systems of similar nature while yielding priority to activity such as railroad, drawbridge, etc. The system shall interface with existing traffic signal controllers without compromising normal operation or existing safety provisions.

The EMERGENCY VEHICLE PREEMPTION (EVP) consists of optical emitter assemblies, optical detectors, optical detector cable, phase selectors, preempt module and card rack. The EVP Intersection Components are the optical detectors, optical detector cable, phase selectors, preempt module and card rack. Emitter assemblies will be supplied by the Contractor only when specifically called out on the plans.

1.02 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from them 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 these specifications shall be made on the basis of this statement. The bidder shall be an established supplier of the items bid.

1.03 MEASUREMENT AND PAYMENT

- A. Unit Prices.
1. This item will be measured by each intersection of the required optical detectors, optical detector cable, phase selectors, preempt module and card rack complete in place.

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

2. 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 "Emergency Vehicle Preemption". This price shall be full compensation for furnishing, installing and testing the system; and for all labor, tools, equipment and incidentals necessary to complete the work.

PART 2 PRODUCTS

2.01 MATERIALS

The items furnished and installed 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(s) furnishing these items shall be experienced in design and construction of such items and shall furnish evidence of having supplied similar items which have been in successful operation. The bidder shall be an established supplier of the items bid.

2.02 MATCHED SYSTEM COMPONENTS

The City of Houston EVP is comprised of four basic matched components. To ensure system integrity, operation and compatibility, the four basic components (optical emitter, optical detector, detector cable, phase selector) shall be from the same manufacturer. The bidder shall supply and install the optical detector(s), detector cable, and phase selector for each intersection called for on the plans.

The bidder of the Emergency Vehicle Preemption equipment shall provide with the bid written certification from the manufacturer that the system components were designed, manufactured and tested as a system of matched components and will meet or exceed the requirements of this specification and work with the existing City of Houston optical emitters.

2.03 SYSTEM OPERATION

- A. Priority control phase selection shall be activated by an optically transmitted signal of 14.035 HZ or 9.639 HZ, or upon the activation of a test switch.
- B. The traffic controller shall receive inputs from the preempt module upon activation of the appropriate signal from the phase selector.
- C. The system shall provide power for up to three optical detectors for each priority channel. The system shall maintain continuous communication between the optical emitter equipped vehicle and the traffic controller.

CITY OF HOUSTON

STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

- D. The system shall allow the traffic signal controller to resume normal timing operation after the optical signals cease for an appropriate period.
- E. The system shall not attempt controller manipulation nor retain priority vehicle calls during periods of "intersection flash" or "railroad preempt" operations.

2.04 SYSTEM COMPONENT SPECIFICATIONS

A. Optical Emitter Assembly

- 1. The assembly shall include an optical energy emitting unit for mounting to the exterior of the vehicle, an emitter control switch for mounting to the interior dash or instrument panel, and all necessary wiring and hardware for a typical installation.
- 2. The optical emitter assembly shall operate over an ambient temperature range of -30 degrees F (-34 degrees C) to up to 140 degrees F (+60 degrees C).
- 3. The optical energy emitting unit shall contain an internal regulated power supply to convert 12 VDC (positive or negative ground) vehicle battery power to high voltage required for the flashtube and meet the following electrical requirements:
  - a. Operational at 10 volts DC to 15 volts DC,
  - b. Have internal protection for a sustained input voltage of up to 25 volts DC,
  - c. Deliver sufficient optical energy to activate the optical detector from a distance of 1800 feet, and
  - d. Consume no more than 40 watts.
- 4. The optical energy emitting unit shall weigh not more than 4.5 pounds.
- 5. The optical energy emitting unit shall not exceed the following physical dimensions:
  - a. Length - 5.25 inches,
  - b. Width - 7.0 inches, and
  - c. Height - 6.63 inches.
- 6. The optical energy emitting unit shall be capable of producing precisely-timed pulses of high intensity light in response to a low voltage trigger signal from the crystal controlled emitter control switch.

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

7. The optical energy emitting unit shall be controlled by a single ON/OFF switch which requires no warm-up, setting, or adjustments by the vehicle operator. An indicator located adjacent to the ON/OFF switch shall identify that the crystal controlled timing circuitry is energized.
8. The emitter control switch shall produce crystal controlled low voltage trigger pulses to the optical energy emitting unit. For high priority/Class II applications, the frequency of the trigger pulses shall be 14.035 +/-0.255 HZ. For low priority/Class I applications, the frequency of the trigger pulses shall be 9.639 +/-0.119 HZ.

B. Optical Detector

1. The optical detector shall be a lightweight, weatherproof device capable of sensing and transforming pulsed optical energy into electrical signals for use by the phase selection equipment.
2. The unit shall be high impact polycarbonate construction with stainless steel and/or brass hardware.
3. The unit shall be designed for mounting at or near an intersection on a mast arm, pedestal, pipe, or span wire.
4. The unit shall accept optical signals from one or two directions and provide a single electrical output signal.
5. The unit shall include a design feature to allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
6. The unit shall have a built-in terminal strip to simplify wiring connections.
7. The unit shall receive power from the phase selector and have internal voltage regulation to be operational from 16 to 40 volts.
8. The unit must be responsive to the optical emitter at a distance of 1800 feet.
9. The unit must deliver the necessary electrical signal to the phase selector via up to 1000 feet.
10. The unit shall employ a replaceable circuit board assembly and photocells to facilitate repair.

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

C. Optical Detector Cable

1. The cable must guarantee delivery of the necessary quality signal from the optical detector to the phase selector over a non-spliced distance of 1000 feet.
2. The cable must guarantee sufficient power to the optical detector over a non-spliced distance of 1000 feet.
3. The cable must be of durable construction to satisfy the following installation methods:
  - a. Direct burial,
  - b. Conduit and mast arm pull, and
  - c. Exposed overhead, supported by messenger wire.
4. The weight shall not exceed .04 lbs/ft.
5. The outside diameter shall not exceed 0.3 inches.
6. The insulation rating shall be 600 volts minimum.
7. The temperature rating shall be 80 degrees C minimum.
8. The cable shall have three conductors of AWG #20 (7x28) stranded, individually tinned copper, color coded insulation as follows:
  - a. Orange for delivery of optical detector power,
  - b. Blue for optical detector power return, and
  - c. Yellow for optical detector signal.
9. The conductors shall be shielded with aluminized polyester and have an AWG #20 (7x28) stranded and individually tinned drain wire to provide signal integrity and transient protection.
10. The shield wrapping shall have a 20% overlap to ensure integrity following conduit and mast arm pulls.



CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

D. Phase Selector

1. All phase selectors shall be digitally controlled and be capable of providing high and low priority operations.
2. The unit shall be a plug-in, two-channel, dual priority device intended to be installed directly into a card rack wired into the traffic signal cabinet.
3. The unit shall be powered from 115 volts, 60 HZ mains and contain an internal, regulated power supply to support optical detectors.
4. The unit shall be capable of recognizing the following pulse rates as delivered by the optical detectors:
  - a. 9.639 HZ +/- .119 HZ as low priority (Class I), and
  - b. 14.035 HZ +/- .255 HZ as high priority (Class II).
5. The primary optical detector inputs and power outputs shall be on the card edge. Two additional detector inputs, per channel, shall be provided via a front panel connector.
6. One opto-isolated NPN output per channel shall be delivered to the appropriate channel pin on the card edge connector as follows:
  - a. HZ +/- .02 HZ 50% on duty square wave in response to a Class I call, and
  - b. A "Steady On" in response to a Class II call.
7. The unit shall utilize crystal control timing and optical pulse rate recognition circuitry to assure:
  - a. Accurate optical signal recognition for dual priority,
  - b. Synchronous logic,
  - c. Precise output pulse, and
  - d. Accurate call dropout time.
8. The unit shall have six recessed range controls per channel, three for low priority and three for high priority, to adjust optical sensitivity (emitter range).
9. The unit shall have a solid state "Power On" indicator.

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

10. The unit shall have a "Class I" and "Class II" solid state indicator for each channel which performs as follows:
  - a. Flash during call validation, and
  - b. Be steady-on during valid call and test switch operations.
11. The unit shall have a test switch for each channel to deliver Class I or Class II signal pulse rates to verify proper function at both optical emitter flash rates, first-come, first-served operation, and Class II override capability.
12. The unit shall have a selectable call dropout time of 5 seconds or 10 seconds.
13. The unit shall properly identify a high priority (Class II) demand with any combination of up to 10 high and low priority emitter signals being received simultaneously and asynchronously on either channel.
14. The unit shall not exceed the following physical dimensions:
  - a. Length (including handle) - 7.91 inches,
  - b. Width - 1.11 inches, and
  - c. Height - 4.50 inches.

E. Traffic Controller Preemption Module

1. A traffic controller preemption module shall be supplied in addition to the four basic matched components. This module shall interface between the phase selector(s) and the traffic signal controller to provide dual priority preempt operation.
2. The preempt module shall be a plug-in, microprocessor controlled, 4 input, 13 output, dual priority device.
3. The preempt module shall recognize steady-on (high priority) over-pulsing (low priority) inputs from the phase selector and assign control on first-come, first-serve and, high priority over low priority basis.
4. The preempt module shall recognize input signals from one or two dual priority phase selectors for up to four separate channels of emergency vehicle preemption.
5. The preempt module shall have a delay timer adjustable from 0 to 15 seconds in one second increments. The delay timer, when properly set, will guarantee a minimum

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

green time for the phase or phases being served prior to initiating the preempt operation.

6. The preempt module shall use the standard input functions available on any NEMA type traffic signal controller and shall not cause the controller to abbreviate its programmed yellow or all red clearance times.
7. When the phase selector deactivates its output, the preempt module shall place vehicle calls on all phases of the traffic signal controller and then allow the controller to resume its regular phase sequence.
8. The preempt module shall provide a separate output for "coordination free" to release the traffic signal controller from coordination control during the operation of the EMERGENCY VEHICLE PREEMPTION.
9. The preempt module shall have a separate input that when active shall cause the preempt module to turn off all outputs to allow for railroad or drawbridge operation.

F. Card Rack

1. The card rack shall be a shelf-mounted device designed to accommodate two phase selectors and a preempt module.
2. The rack shall be constructed of 5052 aluminum of .062" thickness and shall not exceed 7.38" W x 4.71" H x 7.13" L. All of the aluminum components consisting of the sides, top, bottom, and front panel shall be clear anodized.
3. The optical detector cable shall terminate on two terminal strips, 4-position, feed-through solder type. The color code and function of each wire shall be clearly silk screened adjacent to each terminal.
4. The front panel of the card rack shall be hinged to provide easy access to the inside of the rack. Machine screws shall be used to secure the front panel when in the closed position.
5. The card rack shall be equipped with a quick disconnect type connector and 6' harness, wired to accommodate the installation of the card rack in a traffic signal cabinet.

PART 3 EXECUTION

3.01 GUARANTEE

CITY OF HOUSTON  
STANDARD SPECIFICATION

EMERGENCY VEHICLE PREEMPTION (EVP)

---

- A. A minimum guarantee for both materials and workmanship shall be provided by the Contractor for the products bid as specified. The guarantee (warranty) period shall begin the day the City officially accepts the item. Any guarantee work is to be completed within 15 days after receipt of notice of material deficiencies.

1. Warranties and Guarantees

- a. Any and all equipment furnished shall be covered by manufacturer's guarantee or warranty for a period of twelve (12) months commencing on final acceptance date with respect to parts, workmanship, and performance of the product.
- b. The Contractor shall bear all expenses connected with the return of any equipment which the City deems necessary to return to the Contractor for proper adjustment or repairs during the guarantee period.

END OF SECTION

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Traffic Systems Construction, Inc.

P O Box 1346, Dickinson, TX 77539

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 Signal Installation Project: Falcon Landing Boulevard at Spring

Green Boulevard for Fort Bend County, Project No. 14-062

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 28th day of August, 2014

L. Modrzyn  
(Witness)

Rebecca Garza  
(Witness)



Traffic Systems Construction, Inc.

(Principal) (Seal)  
By: Steven M. Kass (Title)

International Fidelity Insurance Company

(Surety) (Seal)  
By: Philip Baker (Title)

# 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 bond:

Surety Bond Number: Bid Bond

Principal: Traffic Systems Construction, Inc.

Obligee: Fort Bend County

and the execution of such instrument(s) 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 12<sup>th</sup> day of March, 2012.

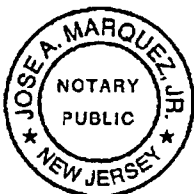
COMPANY  
STATE OF NEW JERSEY  
County of Essex

**INTERNATIONAL FIDELITY INSURANCE**

Robert W. Minster, Executive Vice-President

On this 12<sup>th</sup> day of March, 2012., before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said 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.



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 28th day of August, 2014

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, 20<sup>th</sup> 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](mailto: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 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, 20<sup>th</sup> 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](mailto: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 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.**

# ***TRAFFIC SYSTEMS CONSTRUCTION, INC.***

**P. O. Box 1346**

**Dickinson, Texas 77539-1346**

---

**Office (281) 337-1926**

**Fax 1 (281) 534-1937**

## **BUSINESS REFERENCES**

Ed Kupferer	Traffic Manager	City Of Pearland 2559 Hillhouse Road Pearland, TX 77581	(281) 850-0000 ekupferer@ci.pearland.tx.us
Joe Hanak	Project Manager	City of Houston 6922 Katy Road Houston, TX 77024	(713) 881-3190 jhanak@houstontranstar.org
Chris Scruggs	Project Manager	Hassell Construction 12522 Cutten Road Houston, TX 77066	(281)-893-2570 cscruggs@hassellconstruction.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2014

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).

<b>PRODUCER</b> HUB International Insurance Services 10777 Westheimer, Suite 300  Houston TX 77042-3454		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (713) 978-6668 <b>FAX</b> (A/C, No): (713) 978-6799 <b>E-MAIL ADDRESS:</b> houston.service@hubinternational.com	
<b>INSURED</b> Traffic Systems Construction, Inc.  P.O. Box 1346  Dickinson TX 77539-1346		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> North River Insurance Co. <b>NAIC #</b> 21105 <b>INSURER B:</b> Travelers Indemnity Company <b>25658</b> <b>INSURER C:</b> Travelers Property Casualty Co <b>36161</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 51145

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	C05D635314	8/1/2014	8/1/2015	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 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1C313652	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	Y	Y	5811031665	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 Products/ComOps \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB1C282775	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

\*HCPD Comp. Ded. \$100; Coll. Ded. \$1,000. The General Liability, Automobile Liability, and Umbrella policies include a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability, Auto Liability, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions. The General Liability and Auto policies contain a special endorsement with "Primary and Noncontributory" wording subject to policy terms and

**CERTIFICATE HOLDER****CANCELLATION**

Fort Bend County  
Purchase Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond TX 77459

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

## DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE  
8/27/2014

**CERTIFICATE HOLDER:**

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

**INSURED:**

Traffic Systems Construction, Inc.

P.O. Box 1346  
Dickinson TX 77539-1346

**DESCRIPTION OF OPERATIONS CONTINUED:**

conditions. RE: Bid 14-602. Project: Traffic Signal Installation at Falcon Landing Boulevard at  
Spring Green Boulevard.

Fort Bend County  
Bid 14-062

Q & A #2

Question 1: Can an item be added for 1" conduit from the pull box to the curb of the road for loop detectors?


Answer: 1" conduit for loop wire from the edge of pavement to the ground box is subsidiary to specification Item 688 and not paid for separately. Therefore this item is not included in the bid form.

Question 2: Can an item be added for Mobilization for bonds and construction signs for the project?

Answer: Traffic control/construction signs and are paid for under Item 502, Barricade, Signs and Traffic Handling. This line item is shown on the bid sheets and measured and paid for as per month. Bonds are not handled as a separate pay item.

Question 3: Can an item be added for Battery Backup for the signal cabinet?

Answer: Uninterruptible power supply unit is shown subsidiary to traffic signal installation Item 680 and not paid for separately. Please refer to sheet 3 of 62. Therefore this item is not included in the bid form.

  
8/28/14

Fort Bend County  
Bid 14-062

Q & A #1

Question 1: Will the signal poles be powder coated, or ornamental? If so what color?

Answer: The signal poles are standard galvanized steel poles. Not powder coated or ornamental poles.

Question 2: Is there a specific type of luminaire?

Answer: The luminaires are standard LED Roadway Luminaires (0.25KW HPS EQ) (TxDOT Special Spec Item 8777).

8/28/14  
LM