

AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR

46000125.46
2014-0275

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas
77002 (the City)

Contractor: Selrico Communications

Address: 7036 Empire Central, Houston, TX 77040

Project No.: S50-C24761

The Project Title: Work Order Contract for Fiber Cable Maintenance and Repair
Services for the Public Works and Engineering Department

The Project Location: City Wide

The City Engineer is: N/A

(Address for Written Notice) 900 Bagby Street, Houston, Texas 77002

The Architect/Engineer is:

(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1
WORK OF THIS CONTRACT**

- 1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at anytime under the Contract or no Work Orders may be issued under the Contract.

**ARTICLE 2
CONTRACT TERM AND CONTRACT TIME**

- 2.1 The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed and shall continue for a **three-year initial period. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions.** If the Director of the City Department elects not to renew this Agreement, the City Purchasing Agent or designee shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.
- 2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.
- 2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, the subject to adjustments as provided in Contract Documents.

- 2.4 Contract Term shall not exceed three years, except as otherwise provided herein. During this time, the City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which the Contractor must achieve Substantial Completion.
- 2.5 Should the Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

**ARTICLE 3
THE CONTRACT PRICE**

- 3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.
- 3.2 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 3.3 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$115,000.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 3.4 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.7 The Contract Amount, for those unit price items of Work listed in the Fee Schedule for Fiber Cable Maintenance and Repair Services is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

**ARTICLE 4
PAYMENTS**

- 4.1 The City shall make progress payments to the Contractor in accordance with the Contract Price included in the Work Order as provided in this Article 4 and elsewhere in the Contract Documents.
- 4.2 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.
- 4.3 Final payment, constituting the entire unpaid balance of the Contract Price due under the Work Order, shall be made by the City to the Contractor as provided in the General Conditions.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

- 5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.
- 5.3 The Work may be suspended by the City as provided in the General Conditions.

**ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS**

- 6.1 The basis for this Agreement is this executed Document 00510 - Agreement Between the City of Houston and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article.
- 6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS STATED IN PARAGRAPH 3.24.**
- 6.3 The Supplementary Conditions of the Contract are those stated in Document 00800.
- 6.4 The Specifications.
- 6.5 Reserved
- 6.6 The Addenda, issued separately, which applied to Contract Documents, if any, are as follows:
(Addenda issued in all letters of clarification have been incorporated into the final document)
- 6.7 Attachments to this Agreement are as follows:

<u>Documents</u>	<u>Title</u>
EXHIBIT A.	DEFINITIONS
EXHIBIT B	SCOPE OF WORK/TECHNICAL SPECIFICATIONS
EXHIBIT B-1	WAGE SCALE FOR ENGINEERING CONSTRUCTION
EXHIBIT C	EQUAL EMPLOYMENT OPPORTUNITY
EXHIBIT D	<u>“RESERVED”</u>
EXHIBIT E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT H	FEEES AND COSTS
EXHIBIT I	CITY’S CONTRACTORS PAY OR PLAY PROGRAM
EXHIBIT J	PERFORMANCE BOND
EXHIBIT K	ONE-YEAR MAINTENACE BOND
EXHIBIT L	STATUTORY PAYMENT BOND
EXHIBIT M	CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700
EXHIBIT N	CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800

This Agreement is effective as of the date of countersignature by the City Controller.

**Selrico Communications:
CONTRACTOR:**

(If Joint Venture)

By: 
Name: Michael Brittain
Title: Director / Owner
Date: 03.03.2014
Federal I.D. No. 68-0587904

By: _____
Name: N/A
Title: ---
Date: ---

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: 
[City Purchasing Agent]

By: 
[Mayor]


ATTEST/SEAL:

COUNTERSIGNED:

By: 
[City Secretary]

By: 
[City Controller]


Date Countersigned:

4-15-14

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

3-25-14
Date


Legal Assistant

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Term" is defined in Article 2.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

EXHIBIT "B"
PART I
SCOPE OF WORK
FOR

FIBER CABLE MAINTENANCE AND REPAIR SERVICES

PART ONE – GENERAL:

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, insurance, bonds, permits, transportation, and appurtenances necessary for the repair and maintenance of conduit and substructures in conjunction with fiber cable maintenance and repair services for the connectivity of traffic signals citywide.
 - 1.1.1 The Contractor shall be required to provide all special tools, equipment and materials for rigging, pulling, removing, splicing, terminating, troubleshooting, testing and installing fiber optic cable. The work includes, but is not limited to; furnishing and installing of vaults, pull boxes, splice enclosures, PVC conduit, and inner duct in PVC conduit.
 - 1.1.2 All fiber cable technicians who perform work on this contract must have a minimum of 3 years work experience with a minimum of 18 months continuous fiber cable work experience during this time frame. All fiber cable technicians shall maintain Fiber Optic Installer Certification by the Electronic Technical Association (ETA) or equal to the ETA. The Contractor must have and maintain the Corning Network of Preferred Installers (NPI) certification.
 - 1.1.3 The Contractor shall be responsible for obtaining all permits required to complete the work and meet traffic requirements during the maintenance phase of this project. This includes obtaining construction, railroad, traffic and any other permits required to complete the work as required in the plans and/or required by the City of Houston Public Works requirements. All permits shall be obtained prior to the starting the work.

1.2 WORK COVERD BY CONTRACT DOCUMENTS:

- 1.2.1 The Contractor shall conduct diagnosis for existing fiber cables along various corridors that are requested by the City's Representative. Based on the diagnosis results, the Contractor shall be required to prepare a scope of work and cost proposal to repair the fiber cables. *(Prices proposed must be in strict accordance with applicable prices/fees in Exhibit "H" entitled "Fees and Costs" schedule.)* Anticipated repair and maintenance activities include, but is not limited to, equipment cleanup, fiber cable testing, Ethernet switch replacement or installation, cable replacement or relocation, connector replacement or installation, fiber cable splicing, and communication service box installation. Once the proposal is approved by the City's Representative, the Contractor shall complete the repair in accordance with current City's Standard Specifications and within a predetermined schedule. The Project may contain City of Houston Standard Construction Specifications for traffic sections that are incorporated into the project manual by reference.
- 1.2.2 The Contractor shall be required to provide a storm water pollution control plan along with a cost estimate which shall be submitted to the Contract Technical Representative (CTR) for review and approval.

Compensation will be per the fee schedule and shall include all labor, materials, and monitoring to implement the plan.

- 1.2.3 Debris Removal: The Contractor shall be required to remove all debris and excess project materials and restore all of the disturbed property to its original condition upon completion of work.
- 1.2.4 The Contractor shall be required to perform all work in such a manner as to prevent as little damage to the City of Houston (COH) facilities, equipment, roads, grounds, utilities, processes, etc., or to any other existing utilities as possible. All electrical work shall be in conformance with the provisions and requirements of the City's electrical code.
- 1.2.5 The Contractor shall be responsible for coordination of repair activities with all existing public and private utility entities.
- 1.2.6 The Contractor shall be liable for all damages to electrical, water, gas, etc. which occurs during the performance of work under this contract. When such damage is due to the failure of the Contractor to take precautionary actions, or to exercise sound judgment, or fail to utilize proven construction practices, the Contractor shall restore, repair, or replace equipment.
- 1.2.7 The Contractor shall be required to make restoration, repair or replacement to a state that it had been before the damage occurred without additional charge to the City of Houston. No additional compensation for repairs will be allowed. If the City has to repair any damages to a state, occurred by the Contractor, the actual costs of repairs, or replacement, may be withheld from Contractor's payment by the City of Houston or the Contractor may issue a credit of payment to the City.
- 1.2.8 The Contractor shall be responsible to contact all utility companies to field mark their underground lines in the area of the proposed concrete work prior to construction at no additional restoration of pay.
- 1.2.9 The Contractor shall be responsible for notifying the CTR, in writing, and it must be approved and coordinated for scheduled interruption if a utility in an existing building is to be interrupted due to alteration work.
- 1.2.10 The Contractor shall be required to schedule the interruption at least three (3) working days prior to the proposed construction.

1.3 CONTRACTOR'S USE OF PREMISES:

- 1.3.1 The Contractor shall be required to comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.
- 1.3.2 The Contractor shall be limited in his construction operations to the City's rights-of-way provided by the City and areas shown or described in the contract documents.
- 1.3.3 The Contractor shall be required to provide a minimum of 72 hour notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown and shall coordinate all work, as required, by the CTR.

1.4 STREET CUT ORDINANCE:

- 1.4.1 The Contractor shall be required to comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, and must have a permit for excavations on or under pavement in the City's right-of-way when relating to excavating in the Public right-of-way.

- 1.4.2 The contractor is responsible for all excavation, backfilling, compaction, potholing, concrete (sidewalk, curbs, gutters, driveway and approaches), repair of damages resulting from construction, removal, replacement and restoration of roadways (per latest revision of the City of Houston Public Works construction and permitting requirements) including landscaping standards, and sprinkler system repairs required to complete the work on public and private property. The Contractor shall have an authorized Public Works Representative inspect and provide written approval of the finished street surface repair.
- 1.4.3 In event the Contractor makes changes to the conduit route or encounters unforeseen underground structures during excavation, including digging of holes, such as tree stumps, concrete foundations, rocks, abandoned sewer lines, water mains, or other structures like spandrels and cross gutters that will require additional saw cutting and/or re-routing of conduit path, the Contractor shall be responsible for all costs incurred. This also includes damages caused by contractor equipment.
- 1.4.4 The Contractor shall be held responsible for replacing any concrete sidewalk that is removed for any reason, i.e. boring and potholing and shall be replaced by the next working day unless the hole is to be used again for boring or conduit installation purposes. Any excavation left open overnight in the parkway or easement area shall be covered and secured by the Contractor with a minimum ¾ inch plywood cover. The Contractor shall complete all other excavations before any holiday or weekend. Temporary repairs may be installed, prior to completing permanent repairs, if maintained in a good and safe condition.
- 1.4.5 The Contractor must perform all work in strict accordance with federal, state, local, and applicable private rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA. In addition, all work and the resulting fiber system must comply with the current requirements of all governing entities (Federal Communication Commission (FCC), National Electrical Code (NEC), National Electrical Safety Code (NESC), Department of Environmental Conservation (DEC) and other national, federal, state and local codes.
- 1.4.6 The Contractor agrees that it is solely and completely responsible for job site conditions during the course of the construction, including safety of all persons and property and this requirement shall apply continuously. The Contractor shall defend, indemnify and hold the City of Houston and its employees harmless from any and all liability, real and alleged, in connection with the performance of work required under this Work Order Contract, excepting for liability arising from the sole negligence of the City of Houston and its employees.
- 1.4.7 The Contractor shall follow the NEC and the NESC in every case except where local regulations are more stringent in which case local regulations shall govern.
- 1.4.8 The Contractor shall follow all fiber optic cable maintenance and repair codes for related work and shall be completed in accordance with the Plans, Standard Specifications for Public Works Construction, the project plans and specifications, the appropriate City Construction Standards.

1.5 WARRANTY:

- 1.5.1 The Contractor shall be required to comply with warranty requirements in accordance with Document 00700 -General Conditions:

1.6 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION:

- 1.6.1 In addition to requirements outlined in Document 00700 – General Conditions, for the Contractor to be substantially complete with the work and call for inspection by the

project manager to confirm, the following conditions must be met or completed.

- 1.6.2 The Contractor must complete all safety related work including pavement stripping, signing and signalization; and
- 1.6.3 No additional condition described in SECTION 1.7 (ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION) may be included in contractor's punch list.

1.7 COMPLETION OF WORK ORDERS:

- 1.7.1 The Contractor shall be required to notify the CTR, in writing, before the initiation of the project.
- 1.7.2 City personnel shall be authorized to observe all materials and work performed.
- 1.7.3 Such observation will not relieve the Contractor from any obligation to perform the work in strict accordance with the requirements of these specifications.
- 1.7.4 Any extension of the original completion date must have prior approval of the City's CTR.
- 1.7.5 Any deficiency listed by the City Representative (CTR) or designee shall be corrected by the contractor before final acceptance of the work (work order) is granted and the invoices are approved for payment.

1.8 SEQUENCE OF WORK ORDER EXECUTION:

- 1.8.1 The Contractor must conduct necessary diagnostics and respond with its scope and fee proposal within 15 (fifteen) working days after receiving the request for repair from the Department.
 - 1.8.1.1 The Contractor's proposal must include a breakdown for diagnostic work and the service to be provided, including the quantity and total cost for each line item. The unit cost for each line item shall be as shown in Exhibit "H" entitled, "Fees and Costs".
- 1.8.2 If the Contractor's proposal is approved, the CTR or designee will issue a work order authorizing the Contractor to perform work at the specified site.
- 1.8.3 The Contractor shall not commence work on the project until the CTR or designee has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to mobilization to the specified site.
- 1.8.4 The Contractor must start the work within thirty (30) working days after the work order is issued. The specified response time includes the time required for permit application, underground utility lines staking and material requisition. However, the Contractor agrees to start a specified repair or maintenance within five (5) working days or less if an emergency condition exists.
- 1.8.5 The Contractor shall have a bi-weekly progress meeting with the CTR or its designee to discuss schedule updates.
- 1.8.6 The Contractor shall work within accordance with the PW&E Policy and Procedures for Contractors, construction standard specifications for underground system construction, and any other special provisions. The Contractor is responsible for ensuring that the most recent revision of all documents is used. (See Technical

1.9 PERFORMANCE BOND AND PAYMENT BOND:

The Contractor(s) shall be required to provide a Performance and Payment Bond *in the amount of (100%) of the annual Contract amount* if the award is in excess of \$25,000.00.

The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas.

If the amount of the bond is greater than \$100,000.00, the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

1.10 MAINTENANCE BOND:

The Contractor shall furnish a Maintenance Bond *in the amount of (100%) of the annual Contract amount* in the form required by the City (Exhibit "K"). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "COH", or his designee, in writing, determines in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

1.11 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area.

To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston.

1.12 GENERAL CONDITIONS:

1.12.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications/Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.

1.12.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications and the Construction Detail found in Exhibit "M". It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.

1.13 POST AWARD MEETING:

1.13.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, and will cover vendor invoicing, vendor payment, and all other matters related to contract administration.

1.14 CONTRACT COMPLIANCE:

1.14.1 The Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

1.14.2 Monitoring may take the form of but not necessarily limited to:

1.14.1.1 Site visits

1.14.2.2 Review of deliveries received for accuracy and timeliness

1.14.2.3 Review of contractor's invoices for accuracy

1.14.3 The responsibility for monitoring compliance rests with the Contract Compliance.

1.14.4 Section Management Support Branch of the Office of the Director, Department of Public Works and Engineering

1.15 ADDITIONS & DELETIONS:

1.15.1 The City, by written notice from the City Purchasing Agent or designee to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City.

Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

1.16 ESTIMATED QUANTITIES NOT GUARANTEED:

1.16.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fiber cable maintenance and repair services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

1.17 INTERLOCAL AGREEMENT:

1.17.1 Under the same terms and conditions hereunder, the Contract may be

expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

1.18 WARRANTY OF SERVICES:

- 1.18.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract. The "Acceptance" must be provided in writing from the City of Houston.
- 1.18.2 "Correction" as used in this clause, means the elimination of a defect.
- 1.18.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 1.18.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.
- 1.18.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

END OF SECTION

TECHNICAL SPECIFICATIONS
PART II
Section 01145

USE OF PREMISES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. General use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants,

1.02 RIGHTS-OF-WAY:

- A. Confine access, and operations and storage areas to rights-of-way provided by the City as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.
- B. Make arrangements, at no cost to the City, for temporary use of private properties. Contractor and Surety shall indemnify and hold harmless the City against claims or demands arising from such use of properties outside of rights-of-way. Submit a copy of agreements between private property owners and Contractor prior to use of the area. Agreements between private property owners and Contractor shall be notarized or bear the signatures of two witnesses.
- C. Obtain written permission from City of Houston Parks and Recreation Department for storage of materials on esplanades and other areas within rights-of-way under that department's jurisdiction. Submit copies of written permission prior to use of the area.
- D. Restrict total length of distributed materials along the route of construction to 1,000 linear feet unless otherwise approved in writing by City Engineer.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY:

- A. Do not alter the condition of properties adjacent to and along rights-of-way.
- B. Do not use ways, means, methods, techniques, sequences, or procedures that result in damage to properties or improvements.
- C. Restore damaged properties outside of rights-of-ways at no cost to the city.

1.04 USE OF SITE:

- A. Obtain approvals from governing authorities prior to impeding or closing public roads and streets. Do not close more than two consecutive intersections at one time.
- B. Notify Project Manager and Public Works and Engineering Traffic Management Branch at least five working days prior to closing a street or street crossing. Obtain permits for street closures in advance.
- C. Maintain 10-foot-wide minimum access lanes for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets. When obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

- E. Locate and protect private lawn sprinkler systems that may exist within the site. Repair or replace damaged systems to condition existing at start of the Work, or better. Test irrigation system prior to construction.
 - F. Conform to daily clean-up requirements of Article 3 of Document 00700 – General Conditions.
 - G. Beware of overhead power lines existing in area and in close proximity of the Project. When 10 feet of clearance between energized overhead power line and construction-related activity cannot be maintained, request Center Point Energy (CPE) de-energize or move conflicting overhead power line. Contact CPE representatives at (713) 207-2222. Schedule, coordinate and pay costs associated with de-energizing or moving conflicting overhead power lines. When there is no separate pay item for this effort, include these costs in various items of bid that make such work necessary.
- 1.05 NOTIFICATION TO ADJACENT OCCUPANTS:
- A. Notify individual occupants in areas to be effected by the Work of proposed construction and time schedule. Notify not less than 72 hours or more than two weeks prior to work performed within 200 feet of homes or businesses. Follow form and content of sample door hanger provided by Project Manager.
 - B. Include in notification nature of the Work, and names and telephone numbers of two company representatives for resident contact available on 24-hour call.
 - C. Submit proposed notification to Project Manager for approval. Consider ethnicity of the neighborhood where English is not the dominant language. Provide notice in an understandable language.
- 1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS:
- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when it is necessary to close public roads or streets.
 - B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment, large tandem axle trucks or equipment that will damage the existing roadway surfaces.
 - C. Construct and maintain access roads and parking areas as specified in Section 01504 - Temporary Facilities and Controls.
- 1.07 EXCAVATION IN STREETS AND DRIVEWAYS:
- A. Avoid hindering or inconveniencing public travel on streets or intersecting alleys for more than two blocks at any one time, except by permission of City Engineer.
 - B. Obtain Traffic Management Branch and City Engineer's approval when nature of the Work requires closure of an entire street. Permits required for street closure are Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
 - C. Remove surplus materials and debris and open each block for public use, as work in that block is complete.
 - D. Acceptance of any portion of the Work will not be based on return of street to public use.
 - E. Avoid obstructing driveways or entrances to private property,

- F. Provide temporary crossings or complete excavation and backfill in one continuous operation to minimize duration of obstruction when excavation is required across drives or entrances.
- G. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

1.08 TRAFFIC CONTROL:

- A. Comply with traffic regulation as specified in Section 01555 - Traffic Control and Regulation.

1.09 SURFACE RESTORATION:

- A. Restore the site including landscaping to the condition existing before construction, or better.
- B. Repair paved areas per the requirements of Section 02951 – Pavement Repair and restoration.
- C. Repair damaged turf areas, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using appropriate steel wheel rollers for sodding. Do not use spot sodding or sprigging.

1.10 LIMITS OF CONSTRUCTION:

- A. Confine operations to lands within construction work limits shown on Drawings. Unless otherwise noted on Drawings adhere to the following:
 - 1. Where utility alignment is within esplanade, and construction limits are shown on Drawings to extend to edge of esplanade, keep equipment, materials, stockpiles a minimum of five feet from back of curb,
 - 2. Where construction limits shown on Drawings extend to property line, keep sidewalks free of equipment, materials, and stockpiles.

1.11 EQUIPMENT AND MATERIAL SALVAGE:

- A. Upon completion of the Work, carefully remove salvageable equipment and material. Deliver them to City of Houston as directed by Project Manager. Dispose of equipment offsite at no additional cost to the City when Project Manager deems equipment unfit for further use.

PART TWO - PRODUCTS - Not Used

PART THREE - EXECUTION - Not Used

END OF SECTION

**SECTION B-1
WAGE SCALE FOR ENGINEERING CONSTRUCTION**

- 1.1 In accordance with the Prevailing Wage Law on Public Works (Article 5159-a of the Revised Civil Statutes of Texas), the public body awarding the contract does hereby specify the following to be the general prevailing rates in the locality in which the work is being performed.
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

Document 00820

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.01 In accordance with the Prevailing Wage Law on Public Works (Chapter 2258 of the Texas Government Code), the public body awarding the Contract does hereby specify the following to be the general prevailing rates in the locality in which the Work is being performed.
- 1.02 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.03 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.04 If the Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Contract Compliance Division of the Mayor's Office Of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.

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**LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES
FOR
2013 ENGINEERING CONSTRUCTION**

Ordinance No. 2009-247 passed March 25, 2009

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, Michael Brittain Director / Owner as an owner or officer of
(Name) (Print/Type) (Title)
Selrico Communications (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 03.03.2014

Contractor Name Selrico Communications
Signature 
Title Michael Brittain - Director

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, Michael Brittain Director / Owner
 (Name)(Print/Type) (Title)

as an owner or officer of Selrico Communications (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

03.03.2014 Michael Brittain Selrico Communications
 Date Contractor Name


 Signature
 Director
 Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, N/A ---
 (NAME) (PRINT/TYPE)

as an owner or officer of --- (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

 DATE

 CONTRACTOR NAME

 SIGNATURE

 TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, Michael Brittain Director / Owner as an owner or officer of
 (Name) (Print/Type) (Title)
Selrico Communications (Contractor or Vendor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 09.01.2013 to 03.01, 20 14.

MJB
Initials

A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

MJB
Initials

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

MJB
Initials

Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

MJB
Initials

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 24.

MJB
Initials

From 09.01.2013 to 03.01.2014 the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	20	0	0	44
Number Employees Positive	2	0	0	2
Percent Employees Positive	10	0	0	10%

MJB
Initials

Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

MJB
Initials

I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

03.03.2014
(Date)

Michael Brittain - Director
(Typed, or Printed Name)


(Signature)

Selrico Communications

(Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
Yr. 1 - Group 1 - Schedule of Materials			
1.	Spec. Ref. 16740 - 12 Strand SM FO Cable	LF	\$0.81
2.	Spec. Ref. 16740 - 144 Strand SM FO Cable	LF	\$1.65
3.	Spec. Ref. 16735 - Fiber Optic Splice Enclosure to 144 Splices including Trays	EA	\$493.75
4.	Spec. Ref. 16736 - Secondary Fiber Distribution Unit	EA	\$435.00
5.	Spec. Ref. 16740 - Fan Out Kit	EA	\$20.38
6.	Spec. Ref. 16740 - FOC Connector - SC	EA	\$12.25
7.	Spec. Ref. 16740 - FOC Jumper Cable, 3' - 6'	EA	\$43.75
8.	Spec. Ref. 16734 - Cat5E Ethernet Cable, 3' - 6'	EA	\$15.00
9.	Spec. Ref. 16733 - Ethernet Switch	EA	\$1,813.50
10.	Spec. Ref. 16737 - Communication Service Box. (72x36x36)	EA	\$3,875.95
11.	Spec Ref. 16737 - Communication Service Box (38x26x24)	EA	\$2,582.19
12.	Spec. Ref. 16740 - Pull Tape	LF	\$0.10
13.	Spec. Ref. 16709 - Communication Conduit	LF	\$18.75
14.	Spec. Ref. 16711 - Traffic Signal Conduit - 2" PVC	LF	\$1.21
15.	Drawing Ref. 2893 - Traffic Signal Construction - Guy/Messenger Cable	LF	\$0.43
Yr. 1 - Group 2 - Schedule of Equipment			
1.	Service Truck	HR	\$15.00
2.	Bucket Truck	HR	\$45.00
3.	Splice Trailer	HR	\$15.00
4.	Wire Trailer	HR	\$18.00
5.	Air Compressor	HR	\$32.00
6.	Arrow Board	HR	\$22.00
7.	Mini Excavator	HR	\$53.00
8.	OTDR	HR	\$35.00
9.	Fusion Splicer	HR	\$35.00
10.	Directional Drilling	HR	\$175.00
Yr. 1 - Group 3 - Labor & Annual Bonds Payment			
1.	Construction Superintendent (M-F 8am - 5 pm)	HR	\$75.00
2.	Fiber/Signal Technician see note 3 (M-F 8am - 5pm)	HR	\$60.00
3.	Helper/Laborer	HR	\$40.00
4.	Cost of Annual Performance, Payment and Maintenance Bonds	LS	\$1,215.50

Yr. 2 - Group 1 - Schedule of Materials			
1.	Spec. Ref. 16740 - 12 Strand SM FO Cable	LF	\$0.81
2.	Spec. Ref. 16740 - 144 Strand SM FO Cable	LF	\$1.65
3.	Spec. Ref. 16735 - Fiber Optic Splice Enclosure to 144 Splices including Trays	EA	\$493.75
4.	Spec. Ref. 16736 - Secondary Fiber Distribution Unit	EA	\$435.00
5.	Spec. Ref. 16740 - Fan Out Kit	EA	\$20.38
6.	Spec. Ref. 16740 - FOC Connector - SC	EA	\$12.25
7.	Spec. Ref. 16740 - FOC Jumper Cable, 3' – 6'	EA	\$43.75
8.	Spec. Ref. 16734 - Cat5E Ethernet Cable, 3' – 6'	EA	\$15.00
9.	Spec. Ref. 16733 - Ethernet Switch	EA	\$1,813.50
10.	Spec. Ref. 16737 - Communication Service Box. (72x36x36)	EA	\$3,875.95
11.	Spec Ref. 16737 - Communication Service Box (38x26x24)	EA	\$2,582.19
12.	Spec. Ref. 16740 - Pull Tape	LF	\$0.10
13.	Spec. Ref. 16709 - Communication Conduit	LF	\$18.75
14.	Spec. Ref. 16711 - Traffic Signal Conduit – 2" PVC	LF	\$1.21
15.	Drawing Ref. 2893 - Traffic Signal Construction - Guy/Messenger Cable	LF	\$0.43
Yr. 2 - Group 2 - Schedule of Equipment			
1	Service Truck	HR	\$15.00
2.	Bucket Truck	HR	\$45.00
3.	Splice Trailer	HR	\$15.00
4.	Wire Trailer	HR	\$18.00
5.	Air Compressor	HR	\$32.00
6.	Arrow Board	HR	\$22.00
7.	Mini Excavator	HR	\$53.00
8.	OTDR	HR	\$35.00
9.	Fusion Splicer	HR	\$35.00
10.	Directional Drilling	HR	\$175.00
Yr. 2 - Group 3 - Labor & Annual Bonds Payment			
1	Construction Superintendent (M-F 8am – 5 pm)	HR	\$75.00
2.	Fiber/Signal Technician see note 3 (M-F 8am - 5pm)	HR	\$60.00
3.	Helper/Laborer	HR	\$40.00
4.	Cost of Annual Performance, Payment and Maintenance Bonds	LS	\$1,215.50

Yr. 3 - Group 1 - Schedule of Materials			
1.	Spec. Ref. 16740 - 12 Strand SM FO Cable	LF	\$0.81
2.	Spec. Ref. 16740 - 144 Strand SM FO Cable	LF	\$1.65
3.	Spec. Ref. 16735 - Fiber Optic Splice Enclosure to 144 Splices including Trays	EA	\$493.75
4.	Spec. Ref. 16736 - Secondary Fiber Distribution Unit	EA	\$435.00
5.	Spec. Ref. 16740 - Fan Out Kit	EA	\$20.38
6.	Spec. Ref. 16740 - FOC Connector - SC	EA	\$12.25
7.	Spec. Ref. 16740 - FOC Jumper Cable, 3' – 6'	EA	\$43.75
8.	Spec. Ref. 16734 - Cat5E Ethernet Cable, 3' – 6'	EA	\$15.00
9.	Spec. Ref. 16733 - Ethernet Switch	EA	\$1,813.50
10.	Spec. Ref. 16737 - Communication Service Box. (72x36x36)	EA	\$3,875.95
11.	Spec Ref. 16737 - Communication Service Box (38x26x24)	EA	\$2,582.19
12.	Spec. Ref. 16740 - Pull Tape	LF	\$0.10
13.	Spec. Ref. 16709 - Communication Conduit	LF	\$18.75
14.	Spec. Ref. 16711 - Traffic Signal Conduit – 2" PVC	LF	\$1.21
15.	Drawing Ref. 2893 - Traffic Signal Construction - Guy/Messenger Cable	LF	\$0.43
Yr. 3 - Group 2 - Schedule of Equipment			
1	Service Truck	HR	\$15.00
2.	Bucket Truck	HR	\$45.00
3.	Splice Trailer	HR	\$15.00
4.	Wire Trailer	HR	\$18.00
5.	Air Compressor	HR	\$32.00
6.	Arrow Board	HR	\$22.00
7.	Mini Excavator	HR	\$53.00
8.	OTDR	HR	\$35.00
9.	Fusion Splicer	HR	\$35.00
10.	Directional Drilling	HR	\$175.00
Yr. 3 - Group 3 - Labor & Annual Bonds Payment			
1	Construction Superintendent (M-F 8am – 5 pm)	HR	\$75.00
2.	Fiber/Signal Technician see note 3 (M-F 8am - 5pm)	HR	\$60.00
3.	Helper/Laborer	HR	\$40.00
4.	Cost of Annual Performance, Payment and Maintenance Bonds	LS	\$1,215.50

Yr. 4/Option Yr. 1 - Group 1 - Schedule of Materials			
1.	Spec. Ref. 16740 - 12 Strand SM FO Cable	LF	\$0.81
2.	Spec. Ref. 16740 - 144 Strand SM FO Cable	LF	\$1.65
3.	Spec. Ref. 16735 - Fiber Optic Splice Enclosure to 144 Splices including Trays	EA	\$493.75
4.	Spec. Ref. 16736 - Secondary Fiber Distribution Unit	EA	\$435.00
5.	Spec. Ref. 16740 - Fan Out Kit	EA	\$20.38
6.	Spec. Ref. 16740 - FOC Connector - SC	EA	\$12.25
7.	Spec. Ref. 16740 - FOC Jumper Cable, 3' – 6'	EA	\$43.75
8.	Spec. Ref. 16734 - Cat5E Ethernet Cable, 3' – 6'	EA	\$15.00
9.	Spec. Ref. 16733 - Ethernet Switch	EA	\$1,813.50
10.	Spec. Ref. 16737 - Communication Service Box. (72x36x36)	EA	\$3,875.95
11.	Spec Ref. 16737 - Communication Service Box (38x26x24)	EA	\$2,582.19
12.	Spec. Ref. 16740 - Pull Tape	LF	\$0.10
13.	Spec. Ref. 16709 - Communication Conduit	LF	\$18.75
14.	Spec. Ref. 16711 - Traffic Signal Conduit – 2" PVC	LF	\$1.21
15.	Drawing Ref. 2893 - Traffic Signal Construction - Guy/Messenger Cable	LF	\$0.43
Yr. 4/Option Yr. 1 - Group 2 - Schedule of Equipment			
1	Service Truck	HR	\$15.00
2.	Bucket Truck	HR	\$45.00
3.	Splice Trailer	HR	\$15.00
4.	Wire Trailer	HR	\$18.00
5.	Air Compressor	HR	\$32.00
6.	Arrow Board	HR	\$22.00
7.	Mini Excavator	HR	\$53.00
8.	OTDR	HR	\$35.00
9.	Fusion Splicer	HR	\$35.00
10.	Directional Drilling	HR	\$175.00
Yr. 4/Option Yr. 1 - Labor & Annual Bonds Payment			
1	Construction Superintendent (M-F 8am – 5 pm)	HR	\$75.00
2.	Fiber/Signal Technician see note 3 (M-F 8am - 5pm)	HR	\$60.00
3.	Helper/Laborer	HR	\$40.00
4.	Cost of Annual Performance, Payment and Maintenance Bonds	LS	\$1,215.50

Yr. 5/Option Yr. 2 - Group 1 - Schedule of Materials			
1.	Spec. Ref. 16740 - 12 Strand SM FO Cable	LF	\$0.81
2.	Spec. Ref. 16740 - 144 Strand SM FO Cable	LF	\$1.65
3.	Spec. Ref. 16735 - Fiber Optic Splice Enclosure to 144 Splices including Trays	EA	\$493.75
4.	Spec. Ref. 16736 - Secondary Fiber Distribution Unit	EA	\$435.00
5.	Spec. Ref. 16740 - Fan Out Kit	EA	\$20.38
6.	Spec. Ref. 16740 - FOC Connector - SC	EA	\$12.25
7.	Spec. Ref. 16740 - FOC Jumper Cable, 3' – 6'	EA	\$43.75
8.	Spec. Ref. 16734 - Cat5E Ethernet Cable, 3' – 6'	EA	\$15.00
9.	Spec. Ref. 16733 - Ethernet Switch	EA	\$1,813.50
10.	Spec. Ref. 16737 - Communication Service Box. (72x36x36)	EA	\$3,875.95
11.	Spec Ref. 16737 - Communication Service Box (38x26x24)	EA	\$2,582.19
12.	Spec. Ref. 16740 - Pull Tape	LF	\$0.10
13.	Spec. Ref. 16709 - Communication Conduit	LF	\$18.75
14.	Spec. Ref. 16711 - Traffic Signal Conduit – 2" PVC	LF	\$1.21
15.	Drawing Ref. 2893 - Traffic Signal Construction - Guy/Messenger Cable	LF	\$0.43
Yr. 5/Option Yr. 2 - Group 2 - Schedule of Equipment			
1	Service Truck	HR	\$15.00
2.	Bucket Truck	HR	\$45.00
3.	Splice Trailer	HR	\$15.00
4.	Wire Trailer	HR	\$18.00
5.	Air Compressor	HR	\$32.00
6.	Arrow Board	HR	\$22.00
7.	Mini Excavator	HR	\$53.00
8.	OTDR	HR	\$35.00
9.	Fusion Splicer	HR	\$35.00
10.	Directional Drilling	HR	\$175.00
Yr. 5/Option Yr. 2 - Labor & Annual Bonds Payment			
1	Construction Superintendent (M-F 8am – 5 pm)	HR	\$75.00
2.	Fiber/Signal Technician see note 3 (M-F 8am - 5pm)	HR	\$60.00
3.	Helper/Laborer	HR	\$40.00
4.	Cost of Annual Performance, Payment and Maintenance Bonds	LS	\$1,215.50

EXHIBIT "I"
PAY OR PLAY PROGRAM
(See next page)



City of Houston
 Certification of Compliance with
 Pay or Play Program



Contractor Name: Selrico Communications \$ 620,814.60
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 7036 Empire Central, Houston, TX 77040

Project No.: [GFS/CIP/AIP/File No.] S50-C24761

Project Name: [Legal Project Name] Fiber Cable Maint. & Repair Serv. For The Public Works & Eng. Dept.

POP Liaison Name: Sheri Lanter and Michael Brittain

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
		X	

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	10	0
Covered Employees	10	0
Non-Covered Employees	0	0
Exempt Employees	0	0

*Required
 I hereby certify that the above information is true and correct

Michael Brittain
 Contractor (Signature)
 Michael Brittain - Director
 Name and Title (Print or type)

03.07.2014
 Date

EXHIBIT "J"
PERFORMANCE BOND
DOCUMENT 00610
(See next page)

CITY OF HOUSTON
STANDARD DOCUMENT

PERFORMANCE BOND

Document 00610

PERFORMANCE BOND

THAT WE, Selrico Communications, LLC, as Principal, (the "Contractor"), and the other subscriber hereto, United Fire & Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$124,162.92 for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for S50-C24761 for Fiber Cable Maintenance and Repair Services for the Public Works and Engineering Department, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

CITY OF HOUSTON
STANDARD DOCUMENT

PERFORMANCE BOND

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

CITY OF HOUSTON
STANDARD DOCUMENT

PERFORMANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Jeffrey Storm
Title: President

Selrico Communications LLC
Name of Contractor

By: [Signature]
Name: Michael Brittain
Title: Director
Date: March 5, 2014

ATTEST/SURETY WITNESS:
(SEAL)

United Fire & Indemnity Company
Full Name of Surety
118 Second Ave SE
Address of Surety for Notice
Cedar Rapids IA 52401

By: [Signature]
Name: Bart Knight
Title: VP
Date: 3-5-2014

1-800-332-7977
Telephone Number of Surety
By: [Signature]
Name: Shannon Newell
Title: Attorney-in-Fact
Date: March 5, 2014

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

[Signature]
Legal Assistant

3-25-14
Date

END OF DOCUMENT

EXHIBIT "K"
ONE-YEAR MAINTENANCE BOND
DOCUMENT 00612
(See next page)

CITY OF HOUSTON
STANDARD DOCUMENT

ONE-YEAR MAINTENANCE BOND

Document 00612

ONE-YEAR MAINTENANCE BOND

THAT WE, Selrico Communications LLC, as Principal, hereinafter called Contractor, and the other subscriber hereto, United Fire&Indemnity, Compa as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$124,162.92, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for S50-C24761 for Fiber Cable Maintenance and Repair Services for the Public Works and Engineering Department, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

CITY OF HOUSTON
STANDARD DOCUMENT

ONE-YEAR MAINTENANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Jeffrey Storm
Title: President

Selrico Communications LLC
Name of Contractor
By: [Signature]
Name: Michael Brittain
Title: Director
Date: March 5, 2014

ATTEST/SURETY WITNESS:
(SEAL)

By: [Signature]
Name: Bart Knight
Title: VP
Date: 3-5-2014

United Fire & Indemnity Company
Full Name of Surety
118 Second Ave SE
Address of Surety for Notice
Cedar Rapids IA 52401
1-800-332-7977
Telephone Number of Surety
By: [Signature]
Name: Shannon Newell
Title: Attorney-in-Fact
Date: March 5, 2014

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

[Signature]
Legal Assistant

3-25-14
Date

END OF DOCUMENT



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX,
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GREG CHUBON, OR SHANNON NEWELL, BOTH INDIVIDUALLY OF HOUSTON TX

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$3,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of March, 2016 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of March, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President

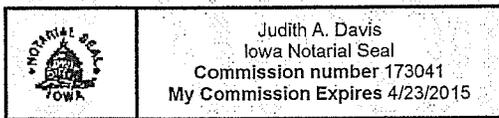


State of Iowa, County of Linn, ss:

On 1st day of March, 2014, before me personally came Dennis J. Richman

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis Notary Public
My commission expires: 4/23/2015



I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC 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 bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, 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 subscribed my name and affixed the corporate seal of the said Corporations this 5 day of March, 2014

By: *David A. Lange*
Secretary, UF&C
Assistant Secretary, UF&I/FPIC





United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyd

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call United Fire & Casualty Company's toll free telephone number for information or to make a complaint at:

800-343-9130

You may also write to United Fire & Casualty Company at:

United Fire & Casualty Company
Attn: Bond Department
P.O. Box 73909
Cedar Rapids, IA 52407-3909

-or street address-

United Fire & Casualty Company
Attn: Bond Department
118 Second Avenue SE
Cedar Rapids, IA 52401

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

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.48, Governmental Code, and Section 53-202, Property Code, effective September 1, 2001.

BOND0012 0901

HOME OFFICE: 118 Second Ave. SE, PO Box 73909, Cedar Rapids, IA 52407-3909 Phone: 319-399-5700 FAX: 319-399-5425

EXHIBIT "L"
STATUTORY PAYMENT BOND
DOCUMENT 00611
(See next page)

CITY OF HOUSTON
STANDARD DOCUMENT

STATUTORY PAYMENT BOND

Document 00611

STATUTORY PAYMENT BOND

THAT WE, Selrico Communications, LLC, as Principal, hereinafter called Contractor and the other subscriber hereto, United Fire&Indemnity Company as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$124,162.92 for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Houston for S50-C24761 for Fiber Cable Maintenance and Repair Services for the Public Works and Engineering Department, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

CITY OF HOUSTON
STANDARD DOCUMENT

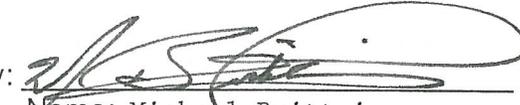
STATUTORY PAYMENT BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Selrico Communications LLC
Name of Contractor

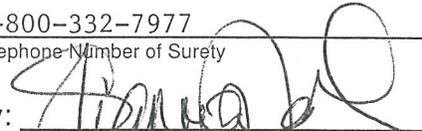
By: 
Name: Jeffrey Storm
Title: President

By: 
Name: Michael Brittain
Title: Director
Date: March 5, 2014

ATTEST/SURETY WITNESS:
(SEAL)

United Fire & Indemnity Company
Full Name of Surety
118 Second Ave SE
Address of Surety for Notice
Cedar Rapids IA 52401

By: 
Name: Bart Knight
Title: VP
Date: 03-05-2014

1-800-332-7977
Telephone Number of Surety
By: 
Name: Shannon Newell
Title: Attorney-in-Fact
Date: March 5, 2014

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.


Legal Assistant

3-25-14
Date

END OF DOCUMENT