

JOINT UTILITY TRENCH AGREEMENT
Between the City of Des Moines and Comcast
for the
South 216th Street, Segment 1-A Improvements
(24th Avenue S. to Pacific Highway S.)

THIS Agreement is entered into between the City of Des Moines, a Washington municipal corporation ("City"), and Comcast of Washington IV, Inc., a Washington corporation ("Comcast"). This Agreement may refer to Comcast or to City as a Party ("Party") or Parties ("Parties") to this Agreement.

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the South 216th Street, Segment 1-A Improvements between 24th Avenue S and Pacific Highway S. (hereinafter referred to as the "Project"; and

WHEREAS, Comcast owns and operates certain utilities located in the S. 216th Street right-of-way and within and adjacent to the project limits of the Project and that Comcast has a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, pursuant to the franchise agreement adopted by Ordinance 1327, (effective date of August 30, 2003), the right-of-way improvements require Comcast to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, integrating Comcast's work into the City's Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City's and Comcast's projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Comcast will pay the City in exchange for the City's incorporating Comcast's work into the City's Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's entry into this Agreement; and

WHEREAS, Comcast has taken appropriate action to approve Comcast's entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract for the construction of a trench which shall include power and/or communication facilities for the City, Comcast, Century Link, and PSE. This trench will generally be constructed along the north side of S. 216th Street between 24th Avenue S. and Pacific Highway S.

2. TERM AND TERMINATION.

This Agreement shall commence on October 31, 2015 and shall continue for a period of 24 (twenty four) months, unless earlier terminated pursuant to this Agreement.

In the event that either party defaults in the performance of its obligations herein, notice shall be given by the other party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as “the contractor” in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, PSE, Century Link, and Comcast facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations, and; (iii) all applicable terms and provisions of the National Electric Safety Code, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Comcast

1. Comcast shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a general traffic control plan for activities not associated with installation of facilities within the contractor controlled joint utility trench area.

2. Comcast shall obtain a permit from the City for the underground relocation of Comcast's facilities.
3. Comcast shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the joint utility trench area. Comcast will deliver all of these materials to the job site for installation by the City's contractor. Comcast will arrange with the City's contractor any required material storage and/or security until the materials are installed.
4. Comcast acknowledges and agrees that the project is subject to FHWA federal funding requirements and is subject to 23 CFR635.410 and Comcast will certify that materials provided to our contractor for installation and materials provided and installed by Comcast Crews that contain steel, will conform to the Buy America provisions including providing the City with a certification of materials origin (COM) delivered to the site.
5. Comcast shall provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the joint utility trench area. Any problems identified during the installation shall be immediately reported to the City. Comcast shall cooperate in providing timely inspections so that progress of the work is not delayed.
6. Final Inspection and Acceptance. When Comcast's new conduit and vault system within the joint utility trench area is completed by the City's contractor, the City will provide Comcast written notice of its completion and request Final Inspection and Acceptance from Comcast. Within seven (7) calendar days of the City's notice, Comcast will complete a Final Inspection of the new system. Comcast shall give notice of Final Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Comcast determines that the work has not been completed per design, Comcast shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Comcast when such identified items are completed, where upon Comcast shall again commence Final Inspection under the process set forth herein. Comcast shall not begin work on the conduit and vault system inside or outside of the joint utility trench area, until the Notice of Final Acceptance has been provided to the City. Comcast shall be responsible for any delay costs incurred by the City in the event Comcast fails to meet the Final Inspection and Acceptance schedule.
7. Schedule for Comcast Relocation Work. Following Comcast's Final Acceptance of the new conduit and vault system within the joint utility trench area, Comcast will have twenty-two (22) working days to initiate placement of its facilities and request activation of its Power Supplies by PSE. Upon activation of Power Supplies by PSE, a second twenty-two (22) working day period will commence during which COMCAST will complete placement of facilities, make necessary cut-overs, and remove overhead facilities.

8. Comcast shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Comcast conduit and vault system located outside of the joint utility trench area.
9. Comcast will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
10. Comcast will perform cut-over and transfer of existing Comcast customers as Franchise requires.
11. Comcast will notify the City in writing when Comcast's installation is complete and the system has been activated.
12. Comcast will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
13. Comcast will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of Comcast's existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Comcast.
14. Comcast will pay its proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
15. All rights, title, and interest in Comcast facilities and associated equipment shall at all times remain with Comcast. Parties hereto acknowledge and agree that Comcast shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement, and so long as said installation is completed in conformity with this Agreement.
16. Comcast shall maintain continued coordination with the City regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. Comcast representatives shall attend the pre-construction meeting.
 - b. Comcast representatives shall attend weekly construction meetings.
 - c. Comcast representatives shall provide timing of when and where its materials will be delivered to the job site.
 - d. Comcast shall provide a project schedule, including time and duration of work, for Comcast work to install facilities not associated with the joint utility trench area.
 - e. Comcast shall coordinate with other utility companies included in the joint utility trench. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. City

1. The City shall prepare drawings and specifications for excavation of the joint utility trench. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint utility trench project, along with the coordination of other utilities participating in the joint utility trench project. The City shall be reimbursed by Comcast for Comcast's proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
3. The City's contractor shall install Comcast provided vault and conduit materials necessary for the supporting structure within the joint utility trench area. Upon completion of the new conduit and vault system within the joint utility area, the City's contractor will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Comcast for the costs of installing the Comcast provided materials as described in Section 5 of this Agreement.
4. The City's contractor shall provide all flagging and traffic control for the joint utility trench excavation and backfilling activity. The City shall be reimbursed by Comcast for Comcast's proportionate share of flagging and traffic control costs associated with the joint utility trench construction as described in Section 5 of this Agreement.
5. The City shall document quantities as its contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Comcast for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Comcast regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Comcast a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Comcast shall be given ten (10) days notice that City's Contractor is beginning construction.
7. After completion of the project, the City shall provide Comcast "as-built" drawings. Upon receipt of the as-built drawings, Comcast shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Comcast does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Comcast.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Comcast's proportionate share of the joint utility trench costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs will be based on the actual quantities of work performed by the City's Contractor times the contract unit costs for each work item.

A. Joint Utility Trench Costs.

Comcast agrees to pay the City a portion of the joint utility trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Trench costs will be finalized after completion of construction and Comcast agrees to pay the City for actual construction costs.

B. Conduit and Vault Installation.

Comcast agrees to pay for the excavation, site preparation, and installation for their conduit and vaults that are outside the joint utility trench area separately and in addition to any joint utility trench costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Comcast's vaults will be finalized after completion of construction, and Comcast agrees to pay the City for actual construction costs.

C. Street Crossings.

Comcast agrees to pay the City for the installation costs for the City's contractor to install Comcast's conduits in street crossings. These costs are in addition to the joint utility trench costs outlined in Section 5.A.

D. Survey.

Comcast agrees to pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Comcast facilities.

E. Traffic Control.

Comcast agrees to pay the City a portion of the traffic control costs associated with the construction of the joint utility trench, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Comcast agrees to reimburse the City for Comcast's prorated share of the City's project administration and management costs. Comcast's prorated share of these costs is anticipated to be \$10,000.

G. Additional Expenses.

Comcast agrees to pay their proportionate share of any additional expenses incurred due to Comcast's approved change requests, in providing the trench due to any over-excavation required or any other unforeseen conditions attributable to Comcast facilities, including any additional trench width or depth attributable to errors in Comcast's design or conflicts not accounted for in Comcast's design, and to dewatering for ground water. Any changes to Comcast's portion of work perceived as necessary by the City's contractor must be approved by Comcast in advance. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from other joint utility trench users and/or the City.

H. Claims by Contractor.

Comcast agrees to pay the entire cost of any claims made by the City's contractor that are proximately caused by Comcast. These claims may include delays caused by Comcast installing their facilities, delays caused by Comcast providing and delivering their materials, or any other conflicts, claims, liens or lawsuits between the City's contractor and Comcast. These claims must be verifiable or substantiated claims and be subject to binding arbitration.

I. Invoice.

Comcast agrees to pay the City within thirty (30) days of being invoiced by the City for amounts that the City has been invoiced by the contractor for work that has been completed by the contractor and approved by Comcast and which Comcast has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Per the terms of the Contract between the City and its contractor, Comcast reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Comcast may complete the work using its own means.

K. Final Payment/Waiver of Claims.

The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Comcast elect not to participate in the joint utility trench, it will be the responsibility of Comcast to relocate its facilities for the project within thirty (30) days of the City's contractor's completion of the joint utility trench. Comcast's new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the City's contractor. Comcast shall be held liable for any delay to the City's project due to Comcast's

utility work. The City cannot accept delays in the schedule due to Comcast electing not to participate in the joint utility trench.

6. CHANGES.

After the City executes a contract with the Contractor, Comcast shall submit any changes requested to be performed by the City's contractor to the City. The City shall submit this to the contractor; obtain a price from the contractor to perform the work, and notify Comcast of this price. Prices supplied by the contractor for Comcast change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Comcast shall have 24 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept the contractor's price then this work shall only be performed by Comcast according to a mutually agreed upon schedule with the City's contractor so as not to cause delay to the contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying party under this Agreement; (c) failure of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, City Cable Franchise or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the

failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and the Contractor shall require that the Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, subconsultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the City's contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by the City's contractor. The contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Comcast agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreements between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the joint utility trench activity contemplated in this Agreement, and its very participation in this

Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected party.

G. Severability

If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. Disclosure

Both parties agree that, to the extent allowable under RCW Chapter 42.17 [public disclosure act], all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Comcast; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Comcast may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Comcast sales or customer service representative, is void and of no effect.

K. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other party (a) to any entity that controls, is controlled by, or is in common control with a party or (b) to any successor in

interest to a party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Comcast of Washington IV, Inc.

City of Des Moines

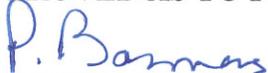

Print Name: Chris May
Title: VP Engineering


Print Name: ANTHONY PIASELICK
Title: CITY MANAGER

DATE: 8/5/2015

DATE: 7/2/15

APPROVED AS TO FORM:


Des Moines City Attorney

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Comcast

City of Des Moines

Comcast
Attn: Jerry Steele
4020 Auburn Way N
Auburn, WA 98002
(253) 288-7533 (Office)
(206) 571-8893 (Cell)
(253) 288-7500 (Fax)

City of Des Moines
Attn: Brandon Carver
21650 11th Avenue South
Des Moines, WA 98198
(206) 870-6543 (Office)
(206) 293 1116 (Cell)
(206) 870-6596 (Fax)

With a copy to: Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attention: General Counsel

At the direction of the Des Moines City Council taken at an open public meeting on JUNE 25, 2015.

Exhibit A

JOINT UTILITY TRENCH AGREEMENT

Between the City of Des Moines and Comcast
For the S. 216th Street Segment 1-A
24th Avenue S. to Pacific Highway S.



Des Moines Transportation Gateway Project

S 216th Street Segment 1A

Engineers estimate of probable cost
Comcast Undergrounding
May 2015



No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Percentage applicable to JUT	Comcast Percentage of JUT	Comcast Responsibility Percentage	Comcast Cost
SCHEDULE A - ROADWAY IMPROVEMENTS										
	1-04	Contractor's Trailer and Site	1	LS	\$ 40,000.00	\$ 40,000.00	8.1%	27.2%	2.2%	\$ 881.28
	1-05	Roadway Surveying	1	LS	\$ 45,000.00	\$ 45,000.00	8.1%	27.2%	2.2%	\$ 991.44
	1-07	Spill Prevention Control, and Countermeasures Plan	1	LS	\$ 1,000.00	\$ 1,000.00	8.1%	27.2%	2.2%	\$ 22.03
	1-07	Pedestrian Control and Protection	1	LS	\$ 20,000.00	\$ 20,000.00	8.1%	27.2%	2.2%	\$ 440.84
	1-08	Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	8.1%	27.2%	2.2%	\$ 110.16
	1-09	Mobilization	1	LS	\$ 325,000.00	\$ 325,000.00	8.1%	27.2%	2.2%	\$ 7,160.40
	1-10	Project Temporary Traffic Control	1	LS	\$ 350,000.00	\$ 350,000.00	8.1%	27.2%	2.2%	\$ 7,711.20
	8-01	Temporary Water Pollution / Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	8.1%	27.2%	2.2%	\$ 1,101.60
	8-31	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	50	TON	\$ 150.00	\$ 7,500.00	100.0%	27.2%	27.2%	\$ 2,040.00
	8-31	Franchise Utility Excavation, Inc. Haul	1,700	CY	\$ 25.00	\$ 42,500.00	100.0%	27.2%	27.2%	\$ 11,560.00
	8-31	Franchise Utility Trench Bedding, Sand	450	CY	\$ 30.00	\$ 13,500.00	100.0%	27.2%	27.2%	\$ 3,672.00
	8-31	Franchise Utility Trench Bedding, Fluidized Thermal Backfill	0	CY	\$ 140.00	\$ -	100.0%	27.2%	27.2%	\$ -
	8-31	Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	1,200	TON	\$ 25.00	\$ 30,000.00	100.0%	27.2%	27.2%	\$ 8,160.00
	8-31	Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$ 5,000.00	\$ 5,000.00	100.0%	27.2%	27.2%	\$ 1,360.00
							Estimate of Schedule A Proportional Share: \$ 45,210.75			
SCHEDULE C - COMCAST UNDERGROUNDING										
1	1-04	Minor Change	1	EST	\$ 5,000.00	\$ 5,000.00				
2	8-26	Install Franchise Utility Conduit, 2-Inch	1,931	LF	\$ 2.50	\$ 4,827.50				
3	8-26	Install Franchise Utility Conduit, 4-Inch	1,296	LF	\$ 4.50	\$ 5,832.00				
4	8-26	Install Franchise Utility Structure - Pedestal	2	EA	\$ 450.00	\$ 900.00				
5	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	4	EA	\$ 750.00	\$ 3,000.00				
							Subtotal \$ 19,559.50			
							Sales Tax (9.5%) \$ 1,859.00			
							Estimate of Schedule A Proportional Share \$ 45,210.75			
							Construction Administration (15%) \$ 9,994.39			
							City Administration (5%) \$ 3,331.46			
							TOTAL ESTIMATE COMCAST PROPORTIONAL SHARE: \$ 79,955			