MASTER AGREEMENT FOR INSTALLATION OF UNDERGROUND FACILITIES 
IN THE CITY OF PALO ALTO, 
PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA, 
AND COMCAST OF CALIFORNIA IX, INC.

THIS MASTER AGREEMENT FOR INSTALLATION OF UNDERGROUND 
FACILITIES IN THE CITY OF PALO ALTO ("Master Agreement"), is made 
and entered into __________________, ____ by and among THE CITY 
OF PALO ALTO, a California municipal corporation ("City"), PACIFIC 
BELL TELEPHONE COMPANY, a California corporation, doing business 
as AT&T CALIFORNIA ("AT&T"), and COMCAST OF CALIFORNIA IX, INC., a 
California corporation ("Comcast"), individually "Party" and 
collectively "Parties", in reference to the following facts and 
circumstances:

RECITALS:

1. Chapter 12.16 of the Palo Alto Municipal Code 
("Chapter 12.16") requires the replacement of aerial facilities 
with underground facilities within Palo Alto whenever the City 
elects to create an underground utility district ("UUD"), and 
requires all facilities and wires used in supplying electric, 
communication or similar associated service to be placed 
underground in order to promote and preserve the health, safety 
and general welfare of the public.

2. The Parties periodically open trenches in the 
public rights-of-way in Palo Alto to replace all or a portion of 
their aerial electric and communication facilities with 
underground facilities.

3. Consistent with Chapter 12.16, in the past the 
Parties have collaborated in the placement of their utility 
facilities underground by executing a master agreement, amended 
master agreements, and agreements dealing with specific UUDs where 
the City’s construction costs will exceed $25,000. With the 
adoption of Ordinance No. 4827 (June 7, 2004), Chapter 2.30 of the 
Palo Alto Municipal Code has been amended, to provide that the 
$25,000 threshold is now $85,000. The Parties agree that this 
Master Agreement and the various Addenda to this Master Agreement 
will apply to UUDs, and extend to construction projects each 
costing the City in excess of $85,000.

4. The Non-Trenching Parties desire to authorize the 
Trenching Agent to engage in trenching and placement of their 
respective underground facilities in the public rights-of-way and 
in private property in Palo Alto to the extent of any permission 
obtained. The Non-Trenching Parties intend to pay the Trenching
Agent for their respective share of the construction project costs incurred by the Trenching Agent to the extent this obligation is not inconsistent with applicable California law.

5. AT&T declares that its Master Agreement obligations to locate its aerial facilities underground are subject to and governed by Rule 32.A.1 of AT&T's tariff (Schedule Cal. P.U.C. No. A2) ("Tariff") that is on file with the California Public Utilities Commission.

AGREEMENT

IN CONSIDERATION OF the following mutual covenants, terms and conditions hereof, the Parties agree:

SECTION 1. Definitions.

For the purpose of this Master Agreement and any Addendum hereto, the following definitions shall apply:

1.1 "Non-Trenching Parties" means the Parties who are not the Trenching Agent.

1.2 "Project" means the construction and installation of the Underground Facilities.

1.3 "Underground Facilities" include, but are not limited to, conduits, splice boxes, hand holes, manholes, service boxes and related equipment owned by the Parties.

1.4 "Trench" and "Trenching" include, but are not limited to, boring, excavating, backfilling, compacting, and, as necessary, breaking and replacing pavement, sidewalks, driveways, curbs and gutters, and restoring all other surface features disturbed by underground construction, including landscaping.

1.5 "Trenching Agent" means the Party selected to perform the duties described in Section 4 of this Master Agreement.

SECTION 2. Term; Termination.

2.1 This Master Agreement shall commence upon its execution by the Parties and shall continue in full force and effect until a Party gives sixty (60) days' prior written notice of termination to the other Parties. The term of any Addendum shall continue until the substantial completion and unqualified acceptance of the Project by AT&T and Comcast, in writing, has occurred.
2.2 In the event of a material default or breach of this Master Agreement by a Party, a non-defaulting or non-breaching Party may terminate this Master Agreement or suspend its obligations hereunder by giving thirty days’ prior written notice of termination or suspension to the defaulting or breaching Party. The notice must specify the ground or grounds for termination or suspension and provide the defaulting or breaching Party with at least thirty (30) days to cure the alleged default or breach. The termination or suspension will not become effective, if the defaulting or breaching Party cannot substantially cure within the thirty-day period but nevertheless has commenced curing within the thirty-day period and continues to make all reasonable efforts to completely cure the default or breach within this time period.

SECTION 3. Project Coordination.

3.1 Within thirty (30) days of the execution of this Master Agreement, each Party shall designate and provide by written notice to the other Parties the names of one or more individuals who are duly authorized to represent and bind that Party in the exercise and performance of its rights and obligations under this Master Agreement and any Addenda hereafter entered into by the Parties. Any Party may change its representative’s designation at any time upon providing to the other Parties reasonable written notice.

SECTION 4. Rights and Obligations of the Trenching Agent.

4.1 The Trenching Agent shall prepare and deliver to the other Non-Trenching Parties a notice of intention to open a Trench in Palo Alto and invite the joint participation of the Non-Trenching Parties therein.

4.2 The Trenching Agent will prepare or cause the preparation of all documents necessary to the design, construction and installation of the Underground Facilities, including but not limited to, the Project's plans and specifications, the bid solicitation document, and the construction contract.

4.3 The Trenching Agent will award a contract for the construction, installation and placement of the Parties' respective aerial facilities in underground locations in the public rights-of-way and, as requested, in private property locations. The award must comply with laws applicable to competitive bidding for public works construction projects and the contract budget. The right to enter the private property for the purposes of this Master Agreement must be secured.
4.4 The Trenching Agent will install or cause to be installed certain Underground Facilities to be used exclusively by a Party in connection with the Project.

4.5 The Trenching Agent will inform the Non-Trenching Parties of the proposed location of Trenching, the approximate time of the opening, and the offer to perform the construction, installation and placement of Underground Facilities in Palo Alto.

4.6 The Trenching Agent will solicit the Non-Trenching Parties' comments and suggestions in regard to the construction, installation and placement of their separate facilities in underground locations. These comments and suggestions will be incorporated in the Project's plans and specifications as the Trenching Party deems appropriate and practicable.

4.7 In calculating and allocating the Project's construction costs, the Trenching Agent shall determine whether the construction, installation and placement will be performed by a general contractor who is selected by a competitive bidding process, the Trenching Agent's force account, or other contractual arrangement based on time and materials, as more fully described in Exhibit "A", Supplemental Terms of Agreement.

4.7.1 If the installation will be performed by force account, the Trenching Agent must provide the Non-Trenching Parties with no less than four (4) days' prior written notice of the proposed installation date.

4.7.2 If the Trenching Agent damages the facilities to be installed on behalf of one of the Non-Trenching Parties, the Trenching Agent will (i) notify the affected party immediately by telephone and fax, and (ii) replace the same promptly at its cost.

4.7.3 The Trenching Agent will calculate all material and labor costs in accordance with any Price List, attached hereto as Exhibit "A" and made a part hereof.

4.8 If the City is the Trenching Agent, then in accordance with Section 2.30.100(e) of the Palo Alto Municipal Code, the City must secure the prior approval of the City's Council whenever the City's share of the construction and other related costs will exceed eighty-five thousand dollars ($85,000).

4.9 Except as specified in the drawings or the Project's plans and specifications or otherwise noted herein, each Party shall secure or otherwise independently verify its own right to use the public rights-of-way in which its facilities will be placed. The Trenching Agent will secure all necessary permits to
install the System and each Party's facilities comprising the System in the public rights-of-way and in any private property.

4.10 The Trenching Agent will timely perform and complete all excavation, backfill, compaction, disposal of unwanted soil, and restoration of surfaces associated with the installation of the System, unless the Parties otherwise agree. The Trenching Agent shall select the individuals inspecting the Project construction, except in emergencies.

4.11 A copy of the Certificate of Completion or Certificate of Substantial Completion will be delivered to the Non-Trenching Parties with the billing statement or as soon thereafter as practicable.

SECTION 5. Rights and Obligations of the Non-Trenching Parties.

5.1 The Non-Trenching Parties must each respond in writing to the Trenching Agent's invitation to participate in a joint trenching project within fifteen (15) days of the date of notice.

5.2 The Non-Trenching Parties and each of its inspectors shall have five (5) days following the date of inspection to accept or reject the completed Project. If the Non-Trenching Party accepts the Project, or fails to inspect within the time period for inspection and thereby is deemed to accept the Project, it will reimburse the Trenching Agent, upon receipt of an invoice therefor and evidence of Project completion, for their respective portion of the Project's costs of construction, installation and placement of their facilities underground. Reimbursement will be made in accordance with the terms and conditions set forth in Exhibit "A", Supplemental Terms of Agreement, the Trenching Agent's bid solicitation document, the Project's plans and specifications, the lowest responsible bidder's bid for the Project, and the construction contract. If the Non-Trenching Party rejects the Project after inspection, it shall provide to the Trenching Agent written notice setting forth its basis for making such determination. The Trenching Party shall be entitled to modify the Project or take such other action as will garner acceptance by such party for a period of not less than thirty (30) days from the date of receipt of the rejection, in writing. No acceptance or deemed acceptance shall extend to latent defects or service affecting cuts that are not reasonably discoverable until a subsequent date. A Non-Trenching Party shall have one (1) year in which to report any such defective cut.
5.3 The Non-Trenching Parties may review and comment upon the Project's construction documents prior to construction and may inspect the construction, installation and placement of its underground facilities, as practicable, after they are informed that the Project is ready for physical inspection.

5.4 The Non-Trenching Parties will each pay within forty-five (45) days of acceptance of the Project and the receipt of the Trenching Agent's billing statement the actual cost of its share of the Project's construction costs in accordance with this Master Agreement and the Tariff, up to the amount of the construction contract plus fifteen percent. The billing statement will include the name and location of the Project, the joint trench number and job number, or such other information agreed to by the Parties, in writing.

5.5 At any time after (i) the Palo Alto City Council's adoption of the resolution giving notice of intention to form an underground utility district and (ii) the execution of this Master Agreement, the Non-Trenching Parties will design the work required to convert its aerial facilities to underground facilities and otherwise coordinate with the Trenching Agent to fulfill its obligations herein. The Trenching Agent will use best efforts to coordinate with the general contractor to construct the Project in a manner consistent with the Non-Trenching Party's recommended design.

5.6 With respect to work performed by force account, each of the Non-Trenching Parties at its own cost will provide the Trenching Agent its facilities to be installed in the System not less than five (5) days before the proposed installation date. The provider of those materials will replace defective materials.

SECTION 6. Title to the Project.

6.1 Title to the Project, or any part thereof, will vest in the Party paying for its respective portion of the Project's facilities, equipment and materials and for whose benefit the Project's facilities, equipment and materials are constructed, installed and placed in the public rights-of-way and private property, subject only to any and all existing liens and encumbrances.

SECTION 7. Indemnity.

7.1 Each Party agrees to protect, defend, indemnify and hold harmless the other Parties, their directors, officers, employees, governing board members, and agents, and at no cost to the other Parties, from and against any and all liability, loss, damage, demands, claims, costs, expenses, fees, including
reasonable attorneys' fees, of any nature, including death or injury to person, property damage, or any other loss, caused by or arising out of that Party's acts, errors or omissions, or willful misconduct, except to the extent those liabilities, losses or damages are caused by the negligence or willful misconduct of the other Party or Parties.

SECTION 8. Insurance.

8.1 Each Party, at its sole cost and expense, will obtain and maintain, in full force and effect during the term of this Master Agreement, the insurance coverage described in Exhibit "B", insuring the Party and the other Parties and, with the exception of workers' compensation, employer's liability and professional liability insurance, naming each of the other Parties as an additional insured concerning the Party's performance under this Master Agreement.

8.2 All insurance coverage required hereunder will be provided through carriers with Best's Key Rating Guide ratings of A:VII or higher, which are admitted to transact insurance business in the State of California.

8.3 In lieu of obtaining and maintaining insurance coverage as described in Section 8.1, a Party may advise, in writing, the other Parties that it is self-insured.


9.1 Each Party represents and warrants that it has the legal authority to enter into this Master Agreement, holds any and all necessary certificates, licenses, and permits to engage in the business for which it is entering into this contract, and that the individual executing this Master Agreement is duly authorized to act on behalf of that Party.

SECTION 10. Force Majeure.

No Party will be in default of this Master Agreement to the extent that its delay or failure to perform its obligations is caused by or results from an event or circumstance beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, act of civil or military authority, embargoes, wars, riots, natural disasters, or strikes.

SECTION 11. Notice.

Written notice must be delivered, in writing, and addressed to the Parties, as follows:
CITY: Office of the City Clerk
250 Hamilton Avenue
Palo Alto, CA 94301

Copy to: Department of Utilities
Engineering Division
1007 Elwell Court
Palo Alto, CA 94303
Attn:

AT&T: Pacific Bell Telephone Company dba
AT&T CALIFORNIA
3475B North First Street, Suite 200
San Jose, CA 95134
Attn: Nichole Orta, Area Manager

COMCAST: Comcast of California IX, Inc.
1205 Chrysler Drive
Menlo Park, CA 94025
Attn:

Copy to: Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102

Comcast Cable Communications Management, LLC
P. O. Box 5147
12647 Alcosta Blvd., Suite 200
San Ramon, CA 94583

Notice will be deemed effectively given when delivered in person, delivered by agent by express delivery service, or three (3) days after deposit in the United States mail, postage prepaid.


12.1 The Parties will comply with all applicable laws.

12.2 This Master Agreement is governed by and will be construed in accordance with the laws of the State of California.

12.3 The venue of any lawsuit or proceeding concerning this Master Agreement shall be in the County of Santa Clara, State of California.

12.4 The prevailing Party or Parties in any action brought to enforce the terms of this Master Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.
12.5 This Master Agreement represents the entire and integrated contract between the Parties and supersedes all prior negotiations, representations and agreements, whether oral or written. This document may be amended only by a written instrument, which is signed by the Parties.

12.6 All provisions of this Master Agreement, whether covenants or conditions, will be deemed both covenants and conditions.

12.7 The covenants, terms and conditions of this Master Agreement will apply to, and will bind the successors and assignees of the Parties.

12.8 If a court of competent jurisdiction finds or rules that any provision of this Master Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Master Agreement and any amendments thereto, will remain in full force and effect.

12.9 All exhibits, schedules, attachments, and addenda referred to in this Master Agreement which may be referred to in any duly executed amendment hereto are by such reference incorporated in this Master Agreement and will be deemed a part of this Master Agreement.

12.10 This Master Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

12.11 Executive Order and Associated Regulations, attached hereto and incorporated by reference as Exhibit "C", shall govern and apply to and bind the conduct of AT&T and no other Party.

12.12 The City's Nondiscrimination Certificate, attached hereto and incorporated by reference as Exhibit "D", shall apply to and bind the conduct of the Parties.

12.13 Each Party to this Master Agreement is acting as an independent contractor and not as the agent, employee or servant of the other Parties.
IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Master Agreement to be executed on the date first above written.

ATTEST:

CITY OF PALO ALTO

Mayor

PACIFIC BELL TELEPHONE COMPANY
DBA AT&T CALIFORNIA

Senior Asst. City Attorney

By:__________________________

Name:________________________

Title:________________________

Assistant City Manager

COMCAST OF CALIFORNIA IX, INC.

By:__________________________

Name:________________________

Title:________________________

Director of Administrative Services

Director of Utilities

Attachments:

ADDENDUM: AGREEMENT FOR JOINT PARTICIPATION IN THE INSTALLATION OF UNDERGROUND FACILITIES IN UNDERGROUND UTILITY DISTRICT NO. ___

EXHIBIT "A": SUPPLEMENTAL TERMS OF AGREEMENT FOR UNDERGROUND CONVERSION PROJECT UTILITY AND TRENCH SUBSTRUCTURE

EXHIBIT "B": Insurance Requirements

EXHIBIT "C": Executive Order and Associated Regulations

EXHIBIT "D": City of Palo Alto Nondiscrimination Certificate
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

STATE OF ____________________ )
                           ) ss.
COUNTY OF _________________ )

On ____________, ______, before me, ____________________, a Notary Public in and for said County and State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/his authorized capacity(ies), and that by his/her/his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

STATE OF ____________________ )
COUNTY OF ____________________ ) ss.

On ______________, ____, before me, ____________________, a Notary Public in and for said County and State, personally appeared ____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____________________________________
Signature of Notary Public
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

STATE OF ______________________ )
COUNTY OF ____________________ ) ss.

On __________, ______, before me, ______________________, a Notary Public in and for said County and State, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public
ADDENDUM NO. ___

AGREEMENT FOR JOINT PARTICIPATION IN THE INSTALLATION OF UNDERGROUND FACILITIES IN UNDERGROUND UTILITY DISTRICT NO. ___

THIS AGREEMENT FOR JOINT PARTICIPATION IN THE INSTALLATION OF UNDERGROUND FACILITIES ("Specific Agreement"), made and entered into this ___ day of ___, ___, by and among THE CITY OF PALO ALTO, a California municipal corporation ("City"), PACIFIC BELL TELEPHONE COMPANY, a California corporation, doing business as AT&T CALIFORNIA ("AT&T"), and COMCAST OF CALIFORNIA IX, INC., a Pennsylvania corporation ("Comcast"), as follows:

1. The terms of the MASTER AGREEMENT FOR INSTALLATION OF UNDERGROUND FACILITIES IN THE CITY OF PALO ALTO ("Master Agreement"), executed by the Parties on ___, ___, are hereby incorporated in this Specific Agreement and made a part hereof by reference.

2. _____ will act as the Trenching Agent for purposes of this Specific Agreement.

3. The Project description is, as follows: _______

________________________________________________________________________________________

(or in accordance with the attachments).
IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Master Agreement to be executed on the date first above written.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Asst. City Attorney

APPROVED:

Assistant City Manager

Director of Administrative Services

Director of Utilities

CITY OF PALO ALTO

Mayor

PACIFIC BELL TELEPHONE COMPANY
DBA AT&T CALIFORNIA

By: ___________________________

Name: _________________________

Title: _________________________

COMCAST OF CALIFORNIA IX, INC.

By: ___________________________

Name: _________________________

Title: _________________________

Attachments:
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

STATE OF ____________________ )
COUNTY OF ____________________ ) ss.

On _____________, ______, before me, ____________________, a Notary Public in and for said County and State, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________
Signature of Notary Public
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

STATE OF ____________________ )
COUNTY OF ____________________ ) ss.

On ____________, ___ , before me, ____________________, a Notary Public in and for said County and State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Signature of Notary Public
CERTIFICATE OF ACKNOWLEDGMENT  
(Civil Code § 1189)

STATE OF ___________________________ )
COUNTY OF __________________________ ) ss.

On ____________, ______, before me, __________________________, a Notary Public in and for said County and State, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________
Signature of Notary Public
EXHIBIT "A"

SUPPLEMENTAL TERMS OF AGREEMENT
FOR UNDERGROUND CONVERSION PROJECT
UTILITY AND TRENCH SUBSTRUCTURE

A. **CONSTRUCTION CONTRACT** is awarded by the Trenching Agent, and is hereby incorporated by reference (see attached bid items for breakdown of cost estimate).

1. All bid items dedicated to the City's sole benefit and use shall be charged 100% to the City.

2. All bid items dedicated to AT&T's sole benefit and use shall be charged 100% to AT&T.

3. All bid items dedicated to Comcast's sole benefit and use shall be charged 100% to Comcast.

4. All joint trench bid item costs incurred for the collective benefit of the Parties will be determined using a space/cost allocation formula, which divides the minimum trench area required for each trench occupant, individually, by the sum of the minimum trench areas for all occupants.

   For example, ____________________________

5. Pavement and surface restoration over joint trench costs shall be shared equally by the number of occupants in the trench.

6. All optional bid items, whenever used, shall be charged, individually or jointly depending on how the items are used.

7. Cost of compaction testing shall be shared equally by the number of occupants in the trench.

8. The Trenching Agent shall require its construction contractor to provide a two-year warranty on materials provided and work performed from the date of acceptance of the Project by the Trenching Agent.

9. The City shall abide by AT&T's Tariff with respect to obtaining the necessary permits and licenses in accordance with applicable law. In the event of a conflict between the terms of this Master Agreement or
any Amended Master Agreement and the terms of the Tariff, the terms of the Tariff shall govern.

B. BID PACKAGE AND CONTRACT ADMINISTRATION

1. Fifteen percent (15%) of each of the Non-Trenching Parties' share of the actual cost of construction shall be added, respectively, for engineering, Project's plans and specifications, and contract administration by the Trenching Agent, including costs of inspections performed by the Trenching Agent.

Formula

\[
Palo \ Alto \ (Electric) \ % = \frac{PW \times PD}{(PW \times PD + TW \times TD + CW \times CD)} \times 100
\]

\[
AT&T \ (Telephone) \ % = \frac{TW \times TD}{(PW \times PD + TW \times TD + CW \times CD)} \times 100
\]

\[
Comcast \ (Cable \ TV) \ % = \frac{CW \times CD}{(PW \times PD + TW \times TD + CW \times CD)} \times 100
\]

P - City of Palo Alto - Electric
T - AT&T - Telephone
C - Comcast - Cable TV
D - Depth of Trench required for individual utility
W - Width of Trench required for individual utility

Section C (1 thru 6)

C. FORCE ACCOUNT AND WHEN CITY'S SHARE IS LESS THAN $85,000

These prices shall apply when the joint installation is to be performed by City's force account using annual contracted services. The prices shall be revised every 12 to 18 months.

1. Trenching

Cost of trenching in all surfaces shall include all labor and material for saw cutting, digging, hauling, disposal of spoil, backfill, compaction, and complete surface restoration. The cost for AT&T or Comcast shall be:

a. $26.33 per foot when trench is shared by City, AT&T and Comcast.

b. $39.50 per foot when trench is shared between City and either AT&T or Comcast.
c. $79 per foot when trench is for AT&T or Comcast use only.

2. Placing Boxes

Cost of placing splice boxes shall include all material cost where applicable and all labor for excavating, grading, and backfilling around the boxes and all restoration work. The cost for AT&T or Comcast shall be:

a. $340 each for - 11"x17" - N9 box (box to be furnished by City)

b. $874 each for - 17"x30" - PG1730 (box to be furnished by City)

d. Unit cost for larger splice boxes will be based on the actual cost charged by contractor.

3. Conduit Installation

Cost of installing conduits shall include all material cost and labor for conduit termination at each end and pulling rope between points of termination. The cost for AT&T or Comcast shall be:

a. $2.50 per foot for 1-inch conduits

b. $4.00 per foot for 2-inch conduits

c. $6.00 per foot for 4-inch conduits

Note: No end-bells will be installed

Installation of 2" Riser will be $150.00 each.

4. Resurfacing

Cost of resurfacing shall include all labor and materials for forming, pouring, finishing, removal of debris and restoration of all adjacent surfaces. The cost for AT&T or Comcast shall be:
<table>
<thead>
<tr>
<th>Description</th>
<th>Sidewalk/ Driveway per sq. ft.</th>
<th>2&quot; AC over 7&quot; PCC or 8&quot; Agg base per sq. ft.</th>
<th>Curb and Gutter per ln. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. When construction involves City, AT&amp;T and Comcast</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>b. When construction involves City and either AT&amp;T or Comcast</td>
<td>$15</td>
<td>$15</td>
<td>$37.5</td>
</tr>
</tbody>
</table>

5. **Saw Cutting**

The cost for AT&T or Comcast shall be:

a. $12.00 per lineal feet

6. **Incidental**

Incidental cost shall include administration, inspecting and compaction testing. Cost for AT&T or Comcast shall be fifteen percent (15%) of the total individual cost.