Contract Number:

4404

Vendor:

COMCAST OF WASHINGTON IV INC

Subject:

Maintenance - Institutional Network

Department:

City Clerk

File Class:

LEG 12-1

Begin Date:

11/24/2003

End Date:

05/30/2012

Review Date:

01/01/2012

Vault Date:

Comments:

Agreement is Exhibit II to Franchise Ord #5012 Term of Franchise is 6/07-5/2012 - may be extended

for additional 5 yr term to 5/2017





INSTITUTIONAL NETWORK MAINTENANCE AGREEMENT BETWEEN

Comcast of Washington IV, Inc. AND The City of Bremerton

THIS INSTITUTIONAL NETWORK MAINTENANCE AGREEMENT (the "Agreement") is between the City of Bremerton, a Washington municipal corporation, hereinafter the "City," and Comcast of Washington IV, Inc.(formerly known as TCI Cablevision of Washington Inc.) a/k/a Comcast, hereinafter "Comcast". The parties intend to set forth in this Agreement the terms and conditions for provision of Institutional Network ("I-Net") maintenance by Comcast.

RECITALS

WHEREAS, on August 23, 1997, the City granted to Comcast a cable television franchise by Ordinance No. 4598 (the "Franchise"); and

WHEREAS, Section 6.2 of the Franchise contemplates the manner in which the City may require the provision of an I-Net; and

WHEREAS, Comcast has completed construction of the I-Net and the parties have determined that it is necessary to clarify the terms and conditions for maintenance of the City utilized I-Net, for the City, by Comcast.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Section I. City I-Net Fiber Connections To City Buildings Within City Limits. Comcast has provided I-Net connections to the public buildings as designated in the mutually agreed upon site list attached hereto as Exhibit "A", with each building connecting to the City Hub. The City shall have an indefatigable, exclusive right of use thereof for non-commercial private network communications, which right cannot be revoked by Comcast, or successor companies, if any, during the term of the Franchise or any renewals thereof. However, notwithstanding anything in this Agreement to the contrary, Comcast shall at all times own in fee and maintain the outside aerial and underground fiber optic cable and associated facilities and equipment up to said fiber termination points where physically connected to City-owned optronics.
- **Section 2**. <u>Fiber Construction and Termination</u>. Fiber has been constructed and terminated in accordance with Comcast standard practices, including but not limited to practices concerning connectorization. Comcast is allowed to utilize

City-owned conduit with available capacity, at no charge, for fiber construction on City property and in Public R.O.W., and the City has agreed to grant Comcast all necessary rights of entry, easements and licenses to accomplish the construction to the sites referenced hereunder and listed on Exhibit "A," attached hereto. Each fiber connection has been terminated at an internal point of demarcation in a Comcast standard fiber termination panel, unless the City provided another means of termination, in which case the City has provided, at its expense, all necessary fiber termination equipment. At each fiber termination location the City has provided wall mount backboards and a power source for the basic termination, or such equipment as chosen by the City as a replacement.

Section 3.

Maintenance of Fiber. Routine maintenance on the fiber used for City I-Net purposes and including associated facilities and equipment used exclusively by the City for I-Net communications will be conducted on the same schedule as routine maintenance on Comcast's cable system. Any repairs effected upon the fiber and associated I-Net facilities and equipment shall be performed by Comcast, with prior notice to the City when practicable. In emergency conditions, such as a natural emergency resulting from a windstorm, Comcast will effect emergency repair work on the Comcast utilized fiber and City utilized I-Net fiber, if any, in the course of conducting its own emergency repair work on its cable system. excepting where City utilized I-Net fiber may not be co-located with Comcast system plant on a strand or in conduit in which case Comcast fiber shall be repaired as a first priority and City utilized fiber shall be repaired as a second priority. In such event, Comcast shall have no liability to City for such delay in I-Net service restoration. Comcast shall levy an all-inclusive, annual maintenance fee (as hereinafter described) for all routine maintenance, non-emergency and emergency repairs upon the I-Net fiber and associated facilities and equipment from the Comcast side of the I-Net fiber termination panel located at each site out to and including the backbone fiber.

Section 4.

Service Trouble Calls and Escalation. The City acknowledges that Comcast does not actively monitor the signal transmission upon City utilized I-Net fiber, and would have no notice of a service outage but for City-initiated notification. For any outages of City utilized I-Net fiber as determined by the City, the City or its designated I-Net site representative shall notify its information technology ("IT") representative .The City IT representative shall, in turn, contact the Comcast Service Assurance Center ("CSAC") Comcast shall respond to any routine trouble call within four (4) hours of receipt of notification at CSAC and shall actively begin working continuously until the problem is resolved.

- Section 5. Administration, Maintenance and Management of the I-Net. The City shall be responsible for the ongoing administration, maintenance and management of the non-backbone I-Net facilities and equipment located on the City side of the I-Net fiber termination panel located at each site, and the internal site network itself, unless it contracts with Comcast for a managed network. All such maintenance conducted by the City shall be performed in accordance with industry standards, and any equipment owned and used by the City shall comply in all respects with applicable governmental codes, laws, ordinances or regulations.
- Section 6. City I-Net Users to Provide Electronics. Comcast shall be responsible for supplying and installing the specified fiber optic cable, for the City's use, to the specified fiber termination panel locations only, providing a pathway for I-Net communications between sites. NOTWITHSTANDING, COMCAST DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMCAST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY THE CITY ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT. IN NO EVENT SHALL COMCAST BE LIABLE TO THE CITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE. Any "active" equipment or components, including but not limited to computers, network cards, optronics, electronics, and equipment racks, required for I-Net use shall be provided at the City's sole expense, unless the City has entered into a separate agreement with Comcast for a managed network, in which case the terms of such agreement shall govern equipment ownership.
- Section 7. Private Network Status. The City utilized I-Net is a private communication network governed by the Franchise, as amended, and this Agreement, and the City will use the I-Net solely for non-commercial applications in accordance therewith. To-wit, the City shall not lease, resell or grant access privileges to I-Net capacity or services to a third party, for any purpose whatsoever. The City will not attach any equipment or otherwise modify the I-Net in any way that will interfere with the signal quality and the normal operation of Comcast's cable system, and Comcast reserves the right to immediately suspend until rectified the City's rights granted hereunder in the event such interference should occur. The City shall be notified within 4 hours of such occurrence or within 4 hours of the next business day the City is available to receive such a call. Such unilateral suspension shall not place Comeast in violation of the Franchise or constitute a breach of this Agreement. The City may not access any part of the backbone fiber and associated facilities and equipment outside the

actual I-Net site fiber termination panel; the City's permitted access shall in no event extend beyond the City's side of the fiber termination panel. The City's use of the I-Net contemplated herein shall not qualify Comcast as a common carrier, and City agrees to forebear its rights hereunder indefinitely in the event of inquiry into same by a state or federal agency with oversight.

- Section 8. Undergrounding. When electric and telephone utility wiring and the aerial lines of telecommunications providers in an area of the City are relocated underground, Comcast shall, in accordance with its obligation, if any, under the Franchise, place its cable system and I-Net lines underground at the same time. Comcast shall be responsible for costs associated with the placement of I-Net utilized fiber when Comcast's system fiber is placed underground at the same time.
- Section 9. Cost of I-Net Maintenance; Annual Maintenance Fee. The ongoing maintenance and repair of the City utilized I-Net backbone fiber, whether scheduled or prompted by an emergency, shall be performed by Comcast as part of an annual maintenance fee. Such fee, payable by the City to Comcast at commencement of the City's next fiscal year following execution of this Agreement and each anniversary thereafter, shall initially be Five Hundred and No One Hundredths Dollars (\$500.00) per strand mile per year. Current total I-Net strand mileage shall be indicated on Exhibit "B", attached hereto. Such fee shall apply without regard to number of necessary non-emergency or emergency repair incidents required, and shall cover, without limitation, restoration of outages caused by third-party plant damage or damage wrought by inclement weather, quarterly system drive-outs for preventive maintenance, code compliance inspections, fiber functionality testing and re-documentation, pole changeouts and relocation, strand replacement, strand/facilities re-tensioning, anchoring, all labor, materials and equipment charges and associated engineering costs. City shall make payment within ninety (90) days of receipt of the invoice. Should City fail to make payment within such period, City shall be assessed an interest charge from the date payment was due at an annual rate of the then current prime rate plus two (2%) percent.
- Annual Maintenance Fee Increase. Effective on the first anniversary of the initial invoicing of the City for the annual maintenance fee (the "Adjustment Date"), and on each succeeding anniversary during the term of the Franchise, the annual maintenance fee payable by City to Comcast shall be increased by an amount equal to the increase in the Consumer Price Index for Seattle-Tacoma-Bremerton (All Urban Consumers) (the "Index") published most immediately preceding that date which is twelve (12) months prior to the Adjustment Date; provided, however, that in no event shall the annual maintenance fee payable after the Adjustment Date be less

than the annual maintenance fee payable before the Adjustment Date. Comcast shall not be obligated to make any adjustments or recomputations, retroactive or otherwise, by reason of any revision which later may be made in the Index figures first published for any period. If the CPI or the Index is discontinued, the parties shall follow any official consumer price index, whether so named or designated or not, issued by any authorized agency of the United States which supplants the Index; otherwise, the parties shall use any comparable general wholesale or retail price index for the United States jointly selected by City and Comcast.

- Section 11. Force Majeure. No party shall be in default or liable to the other for any failure or performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood or other catastrophes; adverse weather conditions; national emergencies; insurrections; riots, wars; or strikes, lock-outs, work stoppages or other labor difficulties; provided, however, the party that is unable to perform its obligations shall promptly notify the other party of such delay and the time period shall be extended for the actual amount of time said party is so delayed.
- Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations and agreements between them. All other provisions of the Franchise shall remain in full force and effect.

AGREED TO BETWEEN THE PARTIES on the last date written below.

Comcast of Washington IV, Inc.

By: Steven Cro

ts: Regional Vice President - Finance

Date: December 4, 2003

CITY OF BREMERTON

By: Cary Bozeman its: Mayor Date: 11-24-03

ATTEST:

P:\Civil\FILES\OpenFiles\BremertonINET Maintainence Agreement.doc

EXHIBIT A

SITES:

1. City Hall 239 Fourth Street

Police & Courts 239 Fourth Street

- 2. Public Works 100 Oyster Bay
- 3. Utilities Headquarters 3027 Olympus Drive
- 4. Parks And Recreation 680 Lebo Blvd.
- 5. Wastewater Treatment Plan 1600 Oyster Bay
- 6. Fire Station No. 1 817 Pacific Ave.
- 7. Fire Station No. 2 5005 Kitsap Way
- 8. Jarstad Aquatic Center 50 Magnuson
- 9. Senior Center 1140 Nipsic
- 10. West Police Precinct 4846 Auto Center Way

EXHIBIT "B"

Bremerton I-Net consists of 57,029' of system plant strand miles. 57029' = 10.8 miles



CERTIFICATE OF LIABILITY INS

DATE (MM/DD/YYYY) 11/20/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER	ement(s)		CONTAC	CT				
MARSH USA INC.			PHONE			FAX (A/C, No):		∇
1717 Arch Street Philadelphia, PA 19103-2797	F	RECEIVED	(A/C, No E-MAIL ADDRES			į (A/C, NO).		
Attn: Comcast.Certs@marsh.com Fax: 212-948-0360) -		ADDICE		URER(S) AFFOR	DING COVERAGE	, ,,	NAIC#
	Di	EC 0 2 2015						
INSURED		=V + T E U 1,3	INSURE	RB: Indemnity I	ns Co Of North A	merica WWW DE	4357	5
COMCAST OF WASHINGTON IV, INC. 15815 25TH AVENUE W.	c	illy of Bernetton	INSURE	R C : ACE Prope	rty And Casualty		2069	9/(7)
LYNNWOOD, WA 98087	FRA	lisk Warragement	INSURER D : ACE Fire Underwriters Co 20702 20702					
		reflouezeti	INSURER E : Agri General Insurance Company 42757					
			INSURE	RF:				
		NUMBER:		004466386-15		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES (INDICATED. NOTWITHSTANDING ANY REC	QUIREME	NT. TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER D	DOCUMENT WITH RESPEC	OT TO WHI	CH THIS
CERTIFICATE MAY BE ISSUED OR MAY P EXCLUSIONS AND CONDITIONS OF SUCH P	ERTAIN, POLICIES.	THE INSURANCE AFFORDS	ED BY BEEN F	THE POLICIE REDUCED BY	S DESCRIBEL PAID CLAIMS.	HEREIN IS SUBJECT TO) ALL THE	TERMS,
INSR	DDL SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY	NSD WVD	XSL G2739856A		12/01/2015	12/01/2016	EACH OCCURRENCE	\$	4,900,000
CLAIMS-MADE X OCCUR				-4		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	4,900,000
X SIR: \$100,000			-			MED EXP (Any one person)	\$	10,000
	.					PERSONAL & ADV INJURY	\$	4,900,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1					GENERAL AGGREGATE	s /	25,000,000
X POLICY PRO-		1				PRODUCTS - COMP/OP AGG	\$	6,000,000
OTHER:							\$	
A AUTOMOBILE LIABILITY	E	ISA H08860099		12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 6/	5,000,000
X ANY AUTO		·~	·			BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
HIRED AUTOS NON-OWNED AUTOS						(Per accident)	\$	
		VO.0. 007004040 004		10/04/0045	12/01/2016		\$	40,000,000
C X UMBRELLA LIAB X OCCUR		XOO G27924840 001		12/01/2015	12/01/2016	EACH OCCURRENCE	\$	10,000,000
EXCESS LIAB CLAIMS-MADE				:		AGGREGATE	\$	10,000,000
DED RETENTION \$ B WORKERS COMPENSATION		WLR C48591231 (AOS)		12/01/2015	12/01/2016	X PER OTH- STATUTE ER	\$,
AND EMPLOYERS' LIABILITY Y/N		WLR C48591243 (CA, MA)		12/01/2015	12/01/2016			2,000,000
	N/A	SCF C48591267 (WI)		12/01/2015	12/01/2016	E.L. EACH ACCIDENT	\$ /	2,000,000
(Mandatory in NH) E If yes, describe under DESCRIPTION OF OPERATIONS below		WLRC48591279 (TN)		12/01/2015	12/01/2016	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		2,000,000
A Excess Workers Compensation		WCUC48591280 (WA)		12/01/2015	12/01/2016	Ea Acc/Dis Employee/Dis Policy		2.000,000
A Excess Workers Compensation		WCOC46591260 (WA)		12/01/2013	12/01/2010	SIR		5,000,000
				i I		SIK		3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THE CITY, THE CITY'S OFFICERS, OFFICIALS, BOARDS, COMMISSIONS, AGENTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE CERTIFI WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. CATE HOLDER.								
SUBRUGATION IS APPLICABLE WHERE REQUIRED BY	WINITEN	JON FRACT AND ALLOWED BY LA	AVV. CATE	HOLDER.		•		
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CERTIFICATE HOLDER CANCELLATION								
VERTIFICATE HOLDER								
CITY OF BREMERTON ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.							
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CITY OF BREMERTON ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the policy rtificate holder in lieu of such endors						ement on thi	s certificate does not co	nfer r	ights to the
	DUCER	***			CONTAC NAME:	T				
	MARSH USA INC. 1717 Arch Street			,	PHONE (A/C, No.	Ext):		FAX (A/C, No):		
	Philadelphia, PA 19103-2797				E-MAIL ADDRES					
	Attn: Comcast.Certs@marsh.com Fax: 212-9	48-036	0			INS	URER(S) AFFOR	DING COVERAGE		NAIC#
0519	4 -ALL14-15 COMCA	BOTH	E \	NA NO NO	INSURE	A: ACE Ameri	can Insurance Co	mpany	_	22667
NSU	RED				INSURE	B . Indemnity I	ns Co Of North A	merica / art	1	43575
	COMCAST OF WASHINGTON IV, INC.				INSHRE	. ACE Prope	rty And Casualty	Ins Co		20699
	15815 25TH AVENUE W. LYNNWOOD, WA 98087				INSURE			THE PL		
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					INSURE		w.m			
CÓY	VEDAGES CER	TIFIC	ΔTF	NUMBER		003249771-13	3	REVISION NUMBER:		
TI- IN	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
A	GENERAL LIABILITY	III SIK		XSLG27340313		12/01/2014	12/01/2015		\$	4,900,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	4,900,000
	CLAIMS-MADE X OCCUR						. '	MED EXP (Any one person)	\$	10,000
	X SIR: \$100,000			·				PERSONAL & ADV INJURY	\$	4,900,000
						•		GENERAL AGGREGATE	\$. 25,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			·				PRODUCTS - COMP/OP AGG	\$	6,000,000
	X POLICY PRO- LOC								\$	
Α	AUTOMOBILE LIABILITY			ISAH08830502		12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
.,	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED					•		BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED	İ						PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS AUTOS	i	l					(reraccident)	\$	
С	X UMBRELLA LIAB X OCCUR	-	-	XOO G27636895		12/01/2014	12/01/2015	EACH OCCURRENCE	\$	10,000,000
-	OCCOR				:			AGGREGATE	\$	10,000,000
	CEANWO-WADE	4				•			\$	
В	DED RETENTION \$ WORKERS COMPENSATION	 		WLRC48140087 (AOS)		12/01/2014	12/01/2015	X WC STATU- OTH- TORY LIMITS ER		
A	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		1	WLRC48140105 (CA, MA)		12/01/2014	12/01/2015	E.L. EACH ACCIDENT	\$	2,000,000
A	OFFICER/MEMBER EXCLUDED?	N/A		SCFC48140129 (WI)		12/01/2014	12/01/2015	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
•	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		2,000,000
Α.		 . 		WCUC48140130 (WA)		12/01/2014	12/01/2015	Ea Acc/Dis Employee/Dis Policy		2,000,000
Α	Excess Workers Compensation			1100040140100 (1111)		120112011		SIR		5,000,000
								SIK		0,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space i	s required)			WITH DEODEOT
THE CITY, THE CITY'S OFFICERS, OFFICIALS, BOARDS, COMMISSIONS, AGENTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE CERTIFI WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. CATE HOLDER.										
CERTIFICATE HOLDER CANCELLATION										
CITY OF BREMERTON SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE										
ı	ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
					AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					
					Mana	shi Mukherjee		Mariooni Mul	cher	fer

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CITY OF BREMERTON ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873





CERTIFICATE OF LIABILITY INSURANCE 440L

DATE (MM/DD/YYYY) 11/08/2016

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

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PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : ACE American Insurance Company	22667
INSURED	INSURER B: Indemnity Ins Co Of North America	43575
COMCAST OF WASHINGTON IV, INC.	INSURER C : ACE Property And Casualty Ins Co	20699
15815 25TH AVENUE W. LYNNWOOD, WA 98087	INSURER D : ACE Fire Underwriters Co	20702
ETHINOOD, W. GOOD	INSURER E : Agri General Insurance Company	42757
	INSURER F:	
COVERAGES CERTIFICATE NUMBE	R: CLE-004466386-16 REVISION NUMBER:	

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

SR		SIONS AND CONDITIONS OF SUCH I	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3	
TR A	X	COMMERCIAL GENERAL LIABILITY		XSLG27859264	12/01/2016	12/01/2017	EACH OCCURRENCE	\$	4,900,000
`							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	4,900,00
	V	CLAINIS-WADE COOCK					MED EXP (Any one person)	\$	10,00
	X	SIR: \$100,000					PERSONAL & ADV INJURY	\$	4,900,00
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC						GENERAL AGGREGATE	\$	25,000,00	
					PRODUCTS - COMP/OP AGG	\$	6,000,00		
	^							\$	
A	AUT	OTHER: OMOBILE LIABILITY		ISAH09051569	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,00
X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED				1	BODILY INJURY (Per person)	\$			
					BODILY INJURY (Per accident)	\$			
					PROPERTY DAMAGE (Per accident)	\$			
		HIRED AUTOS AUTOS					(I or acolaerity	\$	
C	X	UMBRELLA LIAB X OCCUR		XOO G27924840 002	12/01/2016	12/01/2017	EACH OCCURRENCE	\$	10,000,00
X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADI					AGGREGATE	\$	10,000,00		
		DED RETENTION\$			E. Australia			\$	
В	WOF	RKERS COMPENSATION		WLRC49105071 (AOS)	12/01/2016	12/01/2017	X PER OTH-		
A		PROPRIETOR/PARTNER/EXECUTIVE N		WLRC49105083 (CA, MA)	12/01/2016	12/01/2017	E.L. EACH ACCIDENT	\$	2,000,00
D	OFF	ICER/MEMBER EXCLUDED?	N/A	SCFC49105095 (WI)	12/01/2016	12/01/2017	E.L. DISEASE - EA EMPLOYEE	\$	2,000,00
E	If yes	ndatory in NH) s, describe under CRIPTION OF OPERATIONS below		WLRC49105101 (TN)	12/01/2016	12/01/2017	E.L. DISEASE - POLICY LIMIT	\$	2,000,00
	-	ess Workers Compensation		WCUC49105113 (WA)	12/01/2016	12/01/2017	Ea Acc/Dis Employee/Dis Policy	1	2,000,0
A	EXC	555 WORKERS Compensation		11000100110 (111)			SIR		5,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY, THE CITY'S OFFICERS, OFFICIALS, BOARDS, COMMISSIONS, AGENTS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH
THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE CERTIFI WAIVER OF
SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. CATE HOLDER.

CERTIFICATE HOLDER	CANOCECATION
CITY OF BREMERTON ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

CANCELLATION

Manaoni Muchenjee



Sandra Tai

Marsh USA Inc. 11001 Lakeline Blvd., Bldg 1, Suite 200 Austin, TX 78717 Philadelphia.Certs@marsh.com

November 8, 2016

Subject: Comcast Corporation Certificate of Insurance

Attached is your renewal certificate for the December 1, 2016-17 policy period.

If this certificate is no longer needed, please mark delete and email to Philadelphia.certs@marsh.com or fax to 212-948-0360. We will then deactivate the certificate so you will no longer receive.

If your certificate requires a revision, please contact your representative at Comcast Corporation directly.

Sincerely,

Sandra Tai

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SP

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-C01-P02007-I

CITY OF BREMERTON ATTN: CITY CLERK 345 6TH STREET, SUITE 600 BREMERTON, WA 98337-1873

