



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF FIXED COST

December 5, 2023

CR #: 231843

Project Number: A02QDP5

Customer Name: City of Powder Springs
 Billing Address: 4426 Marietta Street, Powder Springs, GA 30127
 Contact Name: Pam Conner
 Contact email Address: pconner@citypowdersprings.org
 Contact Phone Number: (770) 943-1666
 Site Location: Pineview Drive & Jackson Way, Powder Springs, GA 30127

AT&T has received a request from you to perform the following work:

Relocate AT&T facilities.

Estimated Fixed Cost Quote	
Expenses	Amount
ENGINEERING LABOR	\$ 7,559.57
MATERIAL COST	\$ 1,940.58
CONSTRUCTION LABOR	\$ 10,183.75
CONTRACTOR COST	\$ 2,267.86
MISC. COST	
	\$ 21,951.76
Estimated Contract Price	\$ 21,951.76
Less Credits/Payments	\$ 500.00
Total Balance Due	\$ 21,451.76

Customer requests that BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") perform the above-described custom work on Customer's behalf. Customer agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with AT&T's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Customer agrees to make an advance payment of \$ 21,451.76 prior to commencement of work.



CUSTOM WORK AGREEMENT

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AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$ 21,451.76 . Payment in full required before the special construction will begin.
3. **Price Quote.** The price is guaranteed for 60 days from December 5, 2023 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
6. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due To Field Conditions.** In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of both parties, its agents, servants, or employees.

11. **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 231843

Project Number: A02QDP5

Date Quote Expires: 2/4/2024

AT&T Design Engineer: Brandon Coker (BC2037)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title: Mayor, City of Powder Springs

Company: City of Powder Springs

Printed Name: Albert Thurman

Date: 12/11/2023

AT&T CWO Manager Contact Information

Gene Ferry

Digitally signed by Gene Ferry
Date: 2023.12.05 07:34:35 -06'00'

CWO Manager

Phone Number: (262) 347-5863

Email Address: gf2431@att.com

Date: December 5, 2023

Please send check payable to AT&T CWO along with signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186