



(2112) ORIGINALS

10/06/2010

City of Roswell
Clyde Stricklin, Deputy Director of Community Development
38 Hill Street
Roswell, GA 30075

RE: Oak Street Streetscape Beautification Project:

AT&T has received a request from you (or your company) to perform the following work:

Remove all aerial facilities and replace with underground facilities within the scope of the project.

Special construction charges apply. Charges of \$25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project additional payment may be required if costs exceed the estimated billed amount. Refunds will be executed if actual costs are less than the estimated billed amount.

Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent and returned with the advance payment for the estimated amount of the bill. **This signed contract and advance payment must be received in the Manager Bill Center at the address shown below before AT&T will proceed with any work.**

This quote is only valid for 60 days from the date of this letter. If I can be of further assistance, please do not hesitate to contact me at 770 514-5916.

Sincerely,

Lucretia Jones, Mgr Ops Png & Design SE/CA
AT&T Southeast
770 514-5916 (office)

Project # 9FW51295A Job Authority # 7461124

NOTE: Please associate the Project # above with the check or other form of payment.

Return the original signed contract and estimated advance payment to:

AT&T CWO Coordinator
3535 Colonnade Parkway
Room North W3D
Attention: Sandy Tribble
Birmingham, AL 35243

Contact Number: (205) 977-7181



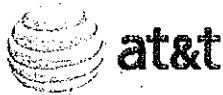
SPECIAL CONSTRUCTION AGREEMENT

Project #: 7461124
Authority: AT&T Southeast
AT&T Contact: Lucretia Jones
Telephone #: 770 514-5916

Customer Name: City of Roswell
Customer Number: (770) 594-6172
Work Site Address: Oak Street, Roswell GA

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc. d/b/a AT&T Southeast ("AT&T") and City of Roswell ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs and all such revisions to said tariffs as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$192,066 ("Special Construction Charges"). **Advance payment based on estimated cost is required before work will begin for any project estimated to cost \$25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.** Payment shall be made by mail to AT&T's offices at 3535 Colonnade Parkway, Room North W3D, Birmingham, AL 35243, or to such other address as AT&T may designate, in writing.
3. **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.
4. **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 in no event shall exceed Special Construction Charges paid by Customer to AT&T.
5. **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.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **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.
8. **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.



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9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
 10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
 11. **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.
 12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia, without regard to Georgia's conflict of law principles.
 13. **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.
 14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
 15. **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.
 16. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. 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. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.



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

CUSTOMER

By Kay Love

Printed Name

By *Kay H. Love*

Authorized Signature

Title City Administrator

Date *10-15-70*

AT&T Southeast

By Lucretia Jones

Printed Name

By *[Signature]*

Authorized Signature

Title MGR OPS PLNG & DESIGN
SE/CA

Date



EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

Place approximately 858' of conduit for joint trench venture with AT&T and Charter Communications. Duct configuration varies between 2-6 duct. Approximately 515' of duct will require concrete encasement and asphalt road restoration.

Place new underground facilities consisting of copper cables ranging in size from 100 to 900 pair, totaling 3328' and fiber optic cables sized 24-144, totaling 2514'.

Splice and cut over new cables and remove old aerial cables and fixtures.



at&t

Additional payments for services rendered that exceed the advance payment received based on the estimated cost is due in full within thirty days after AT&T issues an invoice for the remaining balance.