



## LETTER OF AGREEMENT FOR CUSTOM WORK

March 13, 2014

CWOTS / Invoice Number: 16M14  
Customer Billing Telephone Number: SPECIAL

**BILL TO:** Department of Veteran Affairs  
425 I Street NM  
Washington, DC 20001-2504

**WORK SITE LOCATION:** Jefferson Barracks National Cemetery, St. Louis, MO

**DESCRIPTION OF CUSTOM WORK:** Four man work crew on site during sewer construction to lower or raise or cut around fiber or copper cable. Cost includes all engineering, splicing, and contractor/labor.

**ESTIMATED CONTRACTOR LABOR: \$ 55,194.00**

**ESTIMATED AT&T LABOR: \$ 2,963.20**

**ESTIMATED MATERIALS: \$ 0.00**

**ESTIMATED OVERHEAD EXPENSE: \$ 1,840.86**

**CHARGE FOR CUSTOM WORK:.....ESTIMATED COST: \$ 59,998.06**

**COST ESTIMATE FEE PD BY ANDERSON ENGINEERING of MN: \$ 500.00**

**BALANCE DUE:.....: \$59,498.06**

(Actual charges may exceed this estimated cost)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Missouri (hereafter "AT&T Missouri") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with AT&T Missouri ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

### CHANGE ORDERS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by AT&T Missouri at the time of this agreement, AT&T Missouri, will be entitled to additional funds and/or additional time to complete the work. AT&T Missouri will request such additional funding and/or additional time through a request for a change order.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, AT&T Missouri is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.



All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before AT&T Missouri proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will AT&T Missouri request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge AT&T Missouri with responsibility for any alleged delay on the project.

#### NO DAMAGE FOR DELAY

Under no circumstances will AT&T Missouri be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

#### TIME TO COMPLETE

Any representation by AT&T Missouri, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on AT&T Missouri, its agents, servants, or employees. 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 Missouri control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that AT&T Missouri, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

#### PAYMENT

Applicant agrees to make an advance payment of **\$ 0.00** prior to commencement of the work.

Applicable charges for Custom Work will be billed on a special bill separate from the bill that Applicant receives for telephone service. Applicant agrees to provide a Purchase Order number in advance.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and AT&T Missouri, will cease all work activity on the project until payment is made.

When the Parties agree to Interval Billing \*, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

\* Applicable to orders over \$25,000 and work will take **6** or more **months** to complete.

#### CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify AT&T Missouri, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay AT&T Missouri for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, AT&T Missouri will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



#### ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **March 13, 2014**. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

#### STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Michelle Louvier, 13075 Manchester Road, Suite 301, St. Louis, MO 63131**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform AT&T Missouri, in writing of the cancellation. AT&T Missouri, will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will AT&T Missouri, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

#### CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Missouri law governs the application of this agreement and all terms contained therein.

#### INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless AT&T Missouri, 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 the Applicant, its agents, servants, or employees.

#### ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.



**MODIFICATION & NOTICE**

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

**CHARGE FOR CUSTOM WORK:**

**ESTIMATED COST: \$ 59,498.06**

(Actual charges may exceed this estimated cost)

ACCEPTED FOR CUSTOMER:

ACCEPTED FOR AT&T Missouri:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Mgr / CWOTS

AT&T Missouri

Michelle Louvier

Date: March 13, 2014

\_\_\_\_\_  
Phone Number

CWOTS DEPT.

13075 Manchester Road, Suite 301

St. Louis, MO 63131

800-983-3233

FAX: 314-335-5807

PLEASE INCLUDE YOUR **CWOTS NUMBER** ON YOUR PURCHASE ORDER

\*\*\*\* PROPRIETARY - NOT TO BE DISCLOSED OUTSIDE AT&T AND/OR AFFILIATE COMPANY EXCEPT FOR 3RD PARTIES  
REQUESTING DETAIL OF CHARGES BILLED TO THEM FOR CUSTOM WORK \*\*\*\*