



CR#: 190634
PJT#:A00Y1M4

APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

March 21, 2017

BILL NAME: VILLAGE OF OAK PARK
BILLING ADDRESS: 123 MADISON STREET, OAK PARK, IL 60302
BILLING CONTACT NAME: BILL MCKENNA
BILLING CONTACT NUMBER: 708-358-5722
SITE CONTACT NAME & NUMBER: MIKE KOPERNIAK 708-358-5724
WORK SITE LOCATION: 951 CHICAGO AVE, OAK PARK, IL 60302
DESCRIPTION OF CUSTOM WORK: REQUEST TO BURY OVERHEAD FACILITIES. THIS WORK REQUIRES UP-FRONT PAYMENT & SIGNED CONTRACT. QUOTE AUTHORIZED BY BILL MCKENNA ON 3/8/17.

Estimated Fixed Cost Invoice

Expenses	Amount
ENGINEERING LABOR	\$5,157.34
MATERIAL COST	\$942.43
CONSTRUCTION LABOR	\$10,881.07
CONTRACTOR COST	\$2,817.36
Estimated Contract Price	\$19,798.20
<i>Less Credits/Payments</i>	<i>\$0.00</i>
Total Balance Due	\$19,798.20

Applicant requests that Illinois Bell Telephone Company d/b/a AT&T IL, (hereafter "Illinois Bell Telephone Company") perform the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with Illinois Bell Telephone Company'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.

Applicant agrees to make an advance payment of **\$19,798.20** prior to commencement of the work.



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CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Illinois Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Illinois Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Illinois Bell Telephone Company, 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.

PRICE QUOTE

The price is guaranteed for 60 days from March 21, 2017. 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 price that was originally quoted.

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 **Gene Ferry 220 Wisconsin Ave, Flr 2, Waukesha, WI 53186**. 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 Illinois Bell Telephone Company, in writing of the cancellation. Illinois Bell Telephone Company will deduct any costs and expenses incurred in performing the work from Applicant's advance payment, and refund any remaining funds to Applicant.

Under no circumstances will Illinois Bell Telephone Company, 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.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS/CONTRACTOR COSTS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Illinois Bell Telephone Company, has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the revised/altered scope of work; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Illinois Bell Telephone Company provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the changed field conditions; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.



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Field conditions that may materially alter the scope of the work and/or the cost associated with the 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 Illinois Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

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 changed order and additional payment has been received.

NO DAMAGE FOR DELAY

Under no circumstances will Illinois Bell Telephone Company 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 Illinois Bell Telephone Company, its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Illinois Bell Telephone Company, 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 Illinois Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Illinois Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

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.

The state law where the Work Site Location is located governs the application of this agreement and all terms contained therein.



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INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Illinois Bell Telephone Company, 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 Applicant agrees 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.

CR Record #190634

Date Quote Expires: 5/20/2017

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Title: _____

Company: _____

Printed Name: _____

Date: _____

CWO
Manager: **Gene Ferry**

Phone
Number: **888-618-6517**

Fax Number: _____

Date: **March 21, 2017**

Please send check made payable to AT&T CWO; along with signed agreement to:

**AT&T CWO ATTN: Gene Ferry
220 Wisconsin Avenue, FLR 2
Waukesha, WI 53186**