

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Friday, December 1, 2023


Draw # 5

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	51%	\$372,263.36	\$288,119.30	\$84,144.06
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	90%	\$95,191.20	\$93,748.95	\$1,442.25
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	60%	\$135,318.60	\$135,318.60	
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	100%	\$53,152.51	\$18,411.07	\$34,741.44
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	63%	\$882,627.60	\$762,299.85	\$120,327.75

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON



DATE

12/1/23

DEVELOPMENT MANAGER:

GARY GRAY



DATE

12-03-2023

APPROVED Michael L. Johnson

By Michael L. Johnson at 3:23 pm, Dec 11, 2023

Rev: 07/28/2015 gg

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout

Draw Cumulative Sheet
 COST CODE 10.1 SITE CONSTRUCTION

DRAW #:

5

DATE: 11/25/2023

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of job
7/25/2023	\$731,889.00		\$731,889.00	1	5%	\$38,659.50	\$3,865.95	\$34,793.55	5%	\$3,865.95	\$38,659.50	\$34,793.55	\$693,229.50
8/25/2023	\$731,889.00		\$731,889.00	2	9%	\$62,613.40	\$6,261.34	\$56,352.06	14%	\$10,127.29	\$101,272.90	\$91,145.61	\$630,616.10
9/25/2023	\$731,889.00		\$731,889.00	3	23%	\$165,583.90	\$16,558.39	\$149,025.51	36%	\$26,685.68	\$266,856.80	\$240,171.12	\$465,032.20
10/25/2023	\$731,889.00		\$731,889.00	4	7%	\$53,275.75	\$5,327.58	\$47,948.18	44%	\$32,013.26	\$320,132.55	\$288,119.30	\$411,756.45
11/25/2023	\$731,889.00		\$731,889.00	5	13%	\$93,493.40	\$9,349.34	\$84,144.06	57%	\$41,362.60	\$413,625.95	\$372,263.36	\$318,263.05
						413,625.95	\$41,362.60	\$372,263.36					

SUBMITTED BY: HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH

Joey L. Harbaugh

DATE: 11/25/2023

ENFINGER DEVELOPMENT, LLC.
 PRESIDENT:

OLLY ORTON

Olly Orton

DATE: 12/7/23

DEVELOPMENT MANAGER:

GARY GRAY

Gary Gray

DATE: 12-03-2023

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout
 Draw Cumulative Sheet
 COST CODE 12.2 ELECTRIC

DRAW #:

5

DATE: 11/25/2023

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$105,768.00		\$105,768.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
8/25/2023	\$105,768.00		\$105,768.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
9/25/2023	\$105,768.00		\$105,768.00	3	62%	\$ 65,220.12	\$ 6,522.01	\$ 58,698.11	62%	\$ 6,522.01	\$ 65,220.12	\$ 58,698.11	\$40,547.88
10/25/2023	\$105,768.00		\$105,768.00	4	37%	\$ 38,945.38	\$ 3,894.54	\$ 35,050.84	98%	\$ 10,416.55	\$ 104,165.50	\$ 93,748.95	\$1,602.50
11/25/2023	\$105,768.00		\$105,768.00	5	2%	\$ 1,602.50	\$ 160.25	\$ 1,442.25	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -
						\$105,768.00	\$10,576.80	\$ 95,191.20					

SUBMITTED BY: HARBAUGH & SONS / CONSTRUCTION CO., INC. JOEY HARBAUGH

Joey L. Harbaugh

DATE: 11/25/2023

ENFINGER DEVELOPMENT, LLC.
 PRESIDENT:

OLLY ORTON

Olly Orton

DATE:

12/7/23

DEVELOPMENT MANAGER:

GARY GRAY

Gary Gray

DATE:

12-2-2023

Madison Branch Roundabout

11/25/2023 Draw # 5

Contract Price in Print: \$1,063,039.00

HARBAUGH					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence TYPE A	2430	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Check Dams	5	EA	\$ 30.00	\$ 150.00
3	Curlex Sedimentation Logs	10	EA	\$ 100.00	\$ 1,000.00
4	Big-Bag	40	TN	\$ 35.00	\$ 1,400.00
5	Sod - Disturbed Areas	5,635	SY	\$ 4.50	\$ 25,357.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,627.50

DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE	TOTAL AMOUNT DRAWS
	100%	\$ 9,720.00		\$ -	100%	\$ 9,720.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
Subtotal: 47% \$ 24,720.00 0% \$ - 47% \$ 24,720.00						

LANDSCAPE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sod - In Center Roundabout Island	560	SY	\$ 4.50	\$ 2,520.00
Subtotal:					\$ 2,520.00

		\$ -		\$ -	0%	\$ -
Subtotal: 0% \$ - 0% \$ - 0% \$ -						

SITE DEMOLITION					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	RCP Removal	40	LF	\$ 30.00	\$ 1,200.00
3	Asphalt Removal	775	SY	\$ 8.00	\$ 6,200.00
4	Fence Removal	665	LF	\$ 3.00	\$ 1,995.00
5	Fire Hydrant Relocation	1	EA	\$ 4,500.00	\$ 4,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

		\$ -		\$ -	0%	\$ -
	100%	\$ 1,200.00		\$ -	100%	\$ 1,200.00
	100%	\$ 6,200.00		\$ -	100%	\$ 6,200.00
	100%	\$ 1,995.00		\$ -	100%	\$ 1,995.00
	100%	\$ 4,500.00		\$ -	100%	\$ 4,500.00
	33%	\$ 1,485.00		\$ -	33%	\$ 1,485.00
	100%	\$ 600.00		\$ -	100%	\$ 600.00
		\$ -		\$ -	0%	\$ -
	100%	\$ 8,800.00		\$ -	100%	\$ 8,800.00
Subtotal: 50% \$ 24,780.00 0% \$ - 50% \$ 24,780.00						

SITE GRADING					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 8,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (8") and place where needed	1,476.00	CY	\$ 4.00	\$ 5,904.00
5	STRUCTURAL CUT to be filled	1,165.00	CY	\$ 4.00	\$ 4,664.00
6	NON-STRUCTURAL CUT to be filled	644.00	CY	\$ 7.00	\$ 4,508.00
7	STRUCTURAL Borrow Needed	298.00	CY	\$ 8.00	\$ 2,384.00
8	NON-STRUCTURAL Borrow Needed	515.00	CY	\$ 5.00	\$ 2,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Fine Grade Roads 1' behind curb	6,583.00	SY	\$ 1.50	\$ 9,874.50
Subtotal:					\$ 68,259.50

		\$ -		\$ -	0%	\$ -
	100%	\$ 1,200.00		\$ -	100%	\$ 1,200.00
	100%	\$ 6,200.00		\$ -	100%	\$ 6,200.00
	100%	\$ 1,995.00		\$ -	100%	\$ 1,995.00
	100%	\$ 4,500.00		\$ -	100%	\$ 4,500.00
	33%	\$ 1,485.00		\$ -	33%	\$ 1,485.00
	100%	\$ 600.00		\$ -	100%	\$ 600.00
		\$ -		\$ -	0%	\$ -
	100%	\$ 8,800.00		\$ -	100%	\$ 8,800.00
	100%	\$ 9,775.00		\$ -	100%	\$ 9,775.00
	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
	75%	\$ 7,500.00		\$ -	75%	\$ 7,500.00
	100%	\$ 5,904.00		\$ -	100%	\$ 5,904.00
	90%	\$ 4,197.60	10%	\$ 466.40	100%	\$ 4,664.00
	90%	\$ 4,057.20		\$ -	90%	\$ 4,057.20
	90%	\$ 2,145.60		\$ -	90%	\$ 2,145.60
	90%	\$ 2,317.50		\$ -	90%	\$ 2,317.50
	75%	\$ 2,681.25	15%	\$ 536.25	90%	\$ 3,217.50
	80%	\$ 7,899.60		\$ -	80%	\$ 7,899.60
Subtotal: 90% \$ 61,477.75 1% \$ 1,002.65 92% \$ 62,480.40						

TREETYS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	24" Curb and Gutter	1430	LF	\$ 18.50	\$ 26,455.00
2	5' Sidewalks	860	SY	\$ 54.00	\$ 46,440.00
3	Handicap Ramps	2	EA	\$ 3,100.00	\$ 6,200.00
4	12" Base (Shoulder)	265	SY	\$ 32.00	\$ 8,480.00
5	10" Base	4,562	SY	\$ 23.00	\$ 104,926.00
6	4" Base (Sidewalk)	1,039	SY	\$ 16.00	\$ 16,624.00
7	3" Binder	3,874	SY	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	4,455	SY	\$ 18.00	\$ 80,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	553	SY	\$ 75.00	\$ 41,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Proposal from TRAV-AD 9.19.22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,648.00

	80%	\$ 21,164.00	10%	\$ 2,645.50	90%	\$ 23,809.50
		\$ -	25%	\$ 11,610.00	25%	\$ 11,610.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	80%	\$ 83,940.80		\$ -	80%	\$ 83,940.80
		\$ -		\$ -	0%	\$ -
		\$ -	50%	\$ 32,929.00	50%	\$ 32,929.00
		\$ -		\$ -	0%	\$ -
		\$ -	75%	\$ 31,105.25	75%	\$ 31,105.25
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
Subtotal: 24% \$ 105,104.80 18% \$ 78,250.75 42% \$ 183,395.55						

STORM SYSTEM					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" RCP (In Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (In Road)	178	LF	\$ 165.00	\$ 29,370.00
3	36" RCP (Out of Road)	360	LF	\$ 158.00	\$ 56,880.00
4	JCT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	4	EA	\$ 4,800.00	\$ 19,200.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,789.00

		\$ -		\$ -	0%	\$ -
	100%	\$ 29,370.00		\$ -	100%	\$ 29,370.00
	100%	\$ 56,880.00		\$ -	100%	\$ 56,880.00
	50%	\$ 2,200.00	50%	\$ 2,200.00	100%	\$ 4,400.00
	50%	\$ 9,600.00	50%	\$ 9,600.00	100%	\$ 19,200.00
	50%	\$ 2,400.00	50%	\$ 2,400.00	100%	\$ 4,800.00
	100%	\$ 3,600.00		\$ -	100%	\$ 3,600.00
Subtotal: 88% \$ 104,050.00 12% \$ 14,200.00 100% \$ 118,250.00						

10.1 TOTAL \$731,889.00

44% \$ 320,132.55 13% \$ 93,493.40 57% \$ 413,625.95

WATER SYSTEM					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" CL 350 DUCTILE IRON PIPE MAIN	1126	LF	\$ 90.00	\$ 101,340.00
2	12" GATE VALVES	7	EA	\$ 3,800.00	\$ 26,600.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" X 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	120	LF	\$ 150.00	\$ 18,000.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12" x 24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" DI Main with Grout	370	LF	\$ 35.00	\$ 12,950.00
12	Ductile Iron Fittings	1300	LBS	\$ 10.00	\$ 13,000.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	CHLORINATION	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$ -	\$ -
Subtotal:					\$ 225,382.00

	80%	\$ 81,072.00		\$ -	80%	\$ 81,072.00
	90%	\$ 23,940.00		\$ -	90%	\$ 23,940.00
	50%	\$ 1,500.00		\$ -	50%	\$ 1,500.00
	100%	\$ 10,000.00		\$ -	100%	\$ 10,000.00
	100%	\$ 2,400.00		\$ -	100%	\$ 2,400.00
	90%	\$ 16,200.00		\$ -	90%	\$ 16,200.00
		\$ -		\$ -	0%	\$ -
	100%	\$ 1,710.00		\$ -	100%	\$ 1,710.00
	100%	\$ 3,132.00		\$ -	100%	\$ 3,132.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
	80%	\$ 10,400.00		\$ -	80%	\$ 10,400.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
Subtotal: 67% \$ 150,354.00 0% \$ - 67% \$ 150,354.00						

ELECTRIC					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	6" Galvanized Log Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	S-3 Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 16.00	\$ 28,800.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

	100%	\$ 26,460.00		\$ -	100%	\$ 26,460.00
	100%	\$ 1,434.00		\$ -	100%	\$ 1,434.00
	100%	\$ 44,640.00		\$ -	100%	\$ 44,640.00
	100%	\$ 2,184.00		\$ -	100%	\$ 2,184.00
	90%	\$ 900.00	10%	\$ 100.00	100%	\$ 1,000.00
	95%	\$ 27,360.00	5%	\$ 1,440.00	100%	\$ 28,800.00
	95%	\$ 1,187.50	5%	\$ 62.50	100%</	



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST

November 14, 2023

CR #: 232076

Project Number: A02PW54

Customer Name: ENFINGER DEVELOPMENT LLC

Billing Address: 8624 SOUTH MEMORIAL PARKWAY, HUNTSVILLE, AL 35802

Contact Name: JOSH LOONEY

Contact email Address: JOSH@ENFINGERCOMPANIES.COM

Contact Phone Number: (256) 590-5741

Site Location: 30144 HARDIMAN ROAD, MADISON, AL 35756

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

REMOVE AERIAL FIBER AND COPPER CABLES IN CONFLICT WITH NEW ROUND-A-BOUT. A NEW COPPER CABLE AND 2 NEW FIBER CABLES WILL BE PLACED IN THE BURIED ROW ON SOUTH SIDE OF HARDIMAN RD, A NEW CONDUIT WILL HOUSE THESE NEW CABLES.

Estimated Actual Cost Quote

Expenses	Amount
ENGINEERING LABOR	\$ 8,979.89
MATERIAL COST	\$ 3,130.25
CONSTRUCTION LABOR	\$ 29,286.17
CONTRACTOR COST	\$ 4,897.44
MISC. COST	\$ 0.00
	Estimated Contract Price \$ 46,293.75
	Less Credits/Payments \$ 500.00
	Estimated Balance Due \$ 45,793.75

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, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **\$ 45,793.75** must be received at the AT&T 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.

CUSTOM WORK AGREEMENT

CR#: 232076

Project Number: A02PW54

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and
ENFINGER DEVELOPMENT LLC (Customer).

AT&T and Customer hereby agree to following terms:

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 **\$ 45,793.75**. 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.
3. **Price Quote.** The price is guaranteed for 60 days from November 14, 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 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. 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 any conditions in the field that differ from those 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. 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 cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.
8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any 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.



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 #: 232076

Project Number: A02PW54

Date Quote Expires: 1/14/2024

AT&T Design Engineer: JAMES F JEAN (JJ9482)

ACCEPTED FOR CUSTOMER:

Authorized Signature

AT&T CWO Manager Contact Information

Arlando Sanchez Digitally signed by Arlando Sanchez
Date: 2023.11.14 10:30:13 -06'00'

CWO Manager

Title: Manager

Company: Enfinger Development, LLC

Printed Name: Oliver Orton

Date: 11/15/2023

Phone Number: (972) 971-7491

Email Address: AS785H@ATT.COM

Date: November 14, 2023

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

AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186