

AT&T KANSAS GUIDEBOOK

PART 2 - General Terms and Conditions
SECTION 5 - Construction Charges

1st Revised Sheet 2
Replacing Original Sheet 2

CONSTRUCTION CHARGES (cont'd)

B. General Regulations (cont'd)

7. The Company will construct, own, operate and maintain telephone lines only along public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.

Rights-of-way and easements, satisfactory to the Company, must be furnished by the applicant in reasonably advanced time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade by the applicant at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

8. Should an applicant cancel their request for the project/extension, the applicant will be responsible for paying any expenses incurred by the Company up to the time of cancellation.
9. A one-time Engineering Work Preparation Fee will apply for the preparation of a quotation for custom work which may require construction charges. This fee is applicable prior to preparation of an estimate for custom work requiring construction charges and will be applied regardless of whether or not the work is ultimately performed for the customer. The Engineering Work Preparation Fee is non-refundable; however, should the customer proceed with the custom work the fee will be applied against the special construction charges. If work is determined not to be a custom work order after the field visit by the engineer, the fee will be refunded to the customer. (C)

The Engineering Work Preparation Fee provides for the development and preparation of a detailed estimate of cost including any appropriate engineering costs incurred in the preparation of this quotation. The customer will be advised of this charge and must agree to pay it before development of the quotation will commence. Preparation of the quotation will begin after the Engineering Work Preparation Fee is received by the Company.

Payment of the Engineering Work Preparation Fee does not assign, confer, or transfer title or ownership rights to proposals or equipment, designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company except as specifically provided by an agreement between all parties.

The Engineering Work Preparation Fee will not apply for the following:

- Custom Work for highway projects dictated by utility agreements
- Custom Work for government entities including Federal, State, County, City and Public Schools
- Custom Work dictated by license agreements
- Custom Work dictated by pole use agreements
- Custom Work (i.e. make ready work) for other telecom providers to prepare for access to our facilities
- Custom Work for extending facilities outside the base rate area
- Custom Work associated with a request for service where no facilities exist
- Custom Work for Global Customers
- Custom Work for Land Developers
- Custom Work for AT&T Affiliates (i.e. AT&T Mobility, ATX, etc.)