

## AT&T TEXAS GUIDEBOOK

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

1st Revised Sheet 1  
Replacing Original Sheet 1

### CONSTRUCTION CHARGES

#### A. General Regulations

1. The charges, deposits and regulations specified below apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges applying in connection with particular classes of service, equipment or facilities and in addition to service connection and move charges which are covered separately in the other sections of this Guidebook for each exchange.
2. (a) Where service is furnished, construction charges may be payable, at the option of the Company, at the time the application for such service is made.  
(b) Where service is not furnished, an Engineering Work Preparation Fee shall apply.
3. Plant extensions made by the Company in accordance with these rules, however financed, shall be and remain the property of the Company, or may be owned by some other company with whom the Company has a joint use agreement. Poles on private property owned by customers and used in furnishing main service will be replaced by the Company at its expense when required for maintenance reasons. The replacing poles shall be owned and maintained by the Company.
4. If a plant extension is required because facilities are not available, by other than a large industrial or commercial electric customer, the Company will provide an estimated completion date to the customer within 10 working days of receipt of the application.
5. 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 (e.g. AT&T Mobility, ATX, etc.)