



SPECIAL CONSTRUCTION AGREEMENT

Project #: A01H21X
Authority: 9EA25039A
AT&T Contact: Greg Kessell
Telephone #: 561 699-8478

Customer Name: City of Ft. Lauderdale
Customer Number: 954 828-5848
Work Site Address: Bontana Ave

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC, d/b/a AT&T Southeast ("AT&T") and City of Ft. Lauderdale ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

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 Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). **Payment in full is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.**
3. **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.
4. **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, if and as may be applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.



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10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
 11. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
 12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida, without regard to Florida's conflict of law principles.
 13. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
 14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
 15. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
 16. **Changes in Scope of Work and Unanticipated Conditions.** 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 said final bill. The final bill will be calculated based on AT&T's own billing practices and work performed, which Customer agrees to accept. The final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work, which customer acknowledges and agrees to. 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, in the event there exists any conditions in the field that are different from the field conditions 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, as well as appropriate easements and/or right of way for the work, 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.



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17. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other 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.
18. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

CUSTOMER

By Signature page to follow

Printed Name

By

Authorized Signature

Title

Date

AT&T Southeast

By Greg Kessell

Printed Name

By

Greg Kessell

Authorized Signature

Title MGR OSP Planning & Eng
Design

Date 4/14/2021

CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA

WITNESSES:

Scott Wyman
[Witness type or print name]

By: Dean J. Trantalis
Dean J. Trantalis, Mayor

Donna Varisco
[Witness type or print name]

By: Christopher J. Lagerbloom
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

Jeffery A. Modarelli
Jeffery A. Modarelli, City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

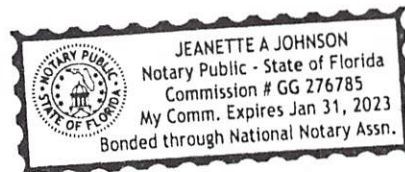
By: Alain E. Boileau

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online, this 3rd day of January, 2021, by DEAN J.
TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on
behalf of the City of Fort Lauderdale.

Jeanette A. Johnson
Notary Public, State of Florida
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

STATE OF FLORIDA

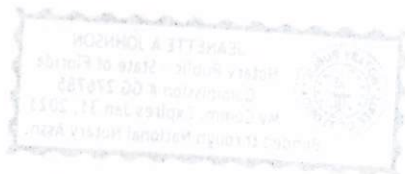
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 29th day of December, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Camille Ann-Marie Minott

Notary Public, State of Florida

Camille Ann-Marie Minott

Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

Copper cable:

Remove pproximately 1,438 ft of aerial cable, 13 aerial terminals, 1 supporting guy and anchor, 1 utility pole, approximately 3,265 ft of aerial service wire and one distribution cross connect cabinet. Place 1,610 ft of buried copper cable, 11 terminal/pedetals, 1 distribution cross connect cabinet, and approximately 4,105 total feet of buried service wire.

Fiber optic cable:

Remove approximately 1,358 feet of aerial fiber optic cable and 11 aerial fiber optic terminals. Place approximately 2,520 ft of buried fiber optic cable and 11 fiber optic terminals.

Plant Labor \$65,005.37
Contract Labor \$5,401.82
Material \$26,006.65
Engineering \$29,106.45
Total \$125,520.29
Amount pre-paid \$5,000
Total amount owed \$120,520.29



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 12/22/2021

BL (1 of each agreement)
returned 01/05/2022

DOCUMENT TITLE: AT&T - Construction agreements - Exhibits 1 thru 8 [Mola Avenue, Isle of Capri, Bontana Ave., Coconut Isle, Lido Dr., San Marco Dr., Coral Way, Royal Plaza Dr., Isle of Palms Dr.]

COMM. MTG. DATE: 12/21/2021 CAM #: 21-0192 ITEM #: CM-8 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/5598 Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonia/ 5598 # of originals routed: 1cpy of 8 agree. Date to CAO: 12/22/21

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1cpy of 8 agree

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 12/22/21

Alain E. Boileau
Attorney's Name

AB
Initials

3) City Clerk's Office: # of originals: 8 Routed to: Donna V./Aimee L./CMO Date: 12/23/2021
in total

4) City Manager's Office: CMO LOG #: Doc-65 Document received from: 12/23/21

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☒ Mayor ☐ CCO

Date: 12/30/21

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 8 originals to CAO for FINAL APPROVAL Date: 01/05/2022

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 2 originals to: Sonia/ CAO/ 5598

Attach ___ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonia 5598 CAO