

Special Construction Proposal

Date: 2/23/2021

Billing Address:

Work Location:

Customer: CITY OF LA CROSSE25 COPELAND AVENUE - RIVERSIDE NORTHAttention: Ms. Andrea TraneCounty LA CROSSE400 LA CROSSE STREETLA CROSSE, WILA CROSSE, WI 54603

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Lumen's estimate for relocation work is as follows:

Place new buried facility around property line to existing pedestal behind building address 1 Copeland Avenue. Splicing and cutover new buried placement to re-feed existing customers at 1 Copeland Avenue and 7 Copeland Avenue. After cutover is completed the existing aerial cable will be removed from Xcel energy owned poles. Lumen will need City of La Crosse approval for this relocation work. After notification that payment has been received for this relocation work by our billing group, and City approval has been granted, relocation work will designed and sent to our contractor for placement and removal.

Advance Payment (required before work begins): \$8,725.00Total Charges: Eight Thousand Seven Hundred Twenty-Five Dollars and 00/100

This Proposal may be withdrawn by Company if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by Company is conditioned upon agreement in writing to these terms.**

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Company or Customer, but excluding any taxes based on Company's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For **Governmental Customers only**, Company will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____