



1/23/2024

Santaquin City Engineering
Attn: Jon Lundell, P.E.
110 S. Center St.
Santaquin, UT 84655

Re: SANTAQUIN, UT

BAN Number P036921

Dear Jon Lundell, P.E.,

Please review the attached Special Construction Proposal. You will receive a separate email that contains a link to make an Electronic ACH payment. If acceptable, return a signed copy of the Special Construction Proposal to sconstr@Lumen.com to confirm that ACH payment was made in the amount of \$74,369.02.

Please note, your job will not be scheduled until we are in receipt of the above.

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and CenturyLink/Lumen for the Work. NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.

For business customers only: If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$74,369.02.

CenturyLink/Lumen is unable to accept credit card payments for Special Construction projects. Please set-up payment with your Special Construction Billing contact only. Payment is not to be made to your monthly service account or dropped off at a local CenturyLink/Lumen location.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink/Lumen representative, Tim Hill at +17047333204.

Special Construction Billing
Email: sconstr@Lumen.com

enclosures

Special Construction ProposalDate: 1/23/2024

Billing Address:

Work Location:

Customer: Santaquin City EngineeringMain Street - 300 East to 600 WestAttention: Jon Lundell, P.E.County UTAH110 S. Center St.SANTAQUIN, UTSantaquin, UT 84655

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Bore approx. 210 LF install new duct, Set four HH's and 2 MH's, pull in new fiber and splice, remove Pedestal and 6 HH's.

Advance Payment (required before work begins): \$74,369.02Total Charges: Seventy-Four Thousand Three Hundred Sixty-Nine Dollars and 02/100

Customer shall indicate its acceptance of this Proposal by signing where indicated below. The date of Customer's signature shall be the effective date of this Proposal (the "Effective Date"). Upon such acceptance by Customer, this Proposal and the terms and conditions of any applicable Tariffs shall constitute a binding agreement.

For the Work performed hereunder, Customer will be responsible for the actual charges incurred by the Lumen affiliate performing the Work ("Provider"). The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of the Advance Payment shall be paid by Customer within thirty (30) days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded if and as required by applicable Tariffs. All past due, undisputed amounts due from Customer to Provider will be assessed a late fee at 14% APR. Where applicable, 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 Provider or Customer, but excluding any taxes based on Provider's net income.

For Governmental Customers only, no Advance Payment is due. Lumen 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 in accordance with applicable laws.

The Work in this Proposal 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.

This Proposal shall be deemed withdrawn by Provider if not accepted by Customer within thirty (30) days of the date of this Proposal. Except for Proposals signed by Governmental Customers, if Provider has not received the Advance Payment within thirty (30) days of the Effective Date, this Proposal will automatically expire without further action by either party.

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____