

Special Construction Proposal

 Date: 12/7/2015

Billing Address:

Work Location:

 Customer: City of Rapid City
Dyess Ave

 Attention: Michelle Lashley
County PENNINGTON
300 6th ST
RAPID CITY, SD
Rapid City, SD 57701-2724

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:

Relocate existing cable facilities along Dyess Ave in Rapid City, SD for your reconstruction project. Relocation stations are 10+00 to 13+00 (west side of Dyess); 19+00 to 21+00 (west side of Dyess); 23+00 (west side of Dyess). Work will consist of placing 3 new pedestals, 350 feet of 50 pair cable as well as 425 feet of 50 pair cable, 400 feet of inner-duct, 5 ground rods and 2 hand-holes. Cable placements will require 3 pits, site prep, trenching and placing the 2 cables in the same trench. Existing services will be cut to the new facilities and the old facilities removed. This includes all associated splicing and testing activities. Costs of the relocation will be \$27,848.86 Frost charges are \$10,735.52 not to exceed \$20,000.00. Once the job is complete actual frost charges will be billed.

Advance Payment (required before work begins): \$0.00

Actual Not to Exceed: Forty-Seven Thousand Eight Hundred Forty-Eight Dollars and 86/100

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). All past due undisputed accounts 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 CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

For **Governmental Customers only**, CenturyLink 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.

*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. This Proposal may be withdrawn by CenturyLink 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 or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____