

## ELECTRICAL SERVICES SPECIFIC TERMS AND CONDITIONS

These Electrical Services Specific Terms and Conditions supplement the Procurement Standard Terms and Conditions (together, the "Agreement") and apply to CenturyLink's purchase of electrical Services, as defined below, from Supplier. This Agreement is made and entered into as of the date it is last signed by both parties ("Effective Date").

### 1.0 SCOPE:

CenturyLink has entered into the Agreement with Supplier as part of its Electrical Services program so that Supplier may provide ongoing, continuous services to CenturyLink. These Electrical Services Specific Terms and Conditions outline the requirements, duties, and special terms and conditions that CenturyLink requires of all of its Supplier's to participate in the Electrical Services program.

### 2.0 DEFINITIONS:

"Completion Date" means the date on the Authorizing Document that Supplier is obligated to complete the Services.

"Contract Sum" means the total amount CenturyLink agrees to pay for a Project pursuant to an Authorizing Document.

"Construction Documents" means construction drawings and Specifications as included or referenced in an Authorizing Document and any Methods of Procedure ("MOPs") developed by Supplier or CenturyLink, or developed jointly by Supplier and CenturyLink, that are approved by CenturyLink, Project Specifications, manuals and other construction documents applicable to the Services and any deliverables to be provided by Supplier to CenturyLink in connection with the Project.

"Supplier's Representative" means Supplier's Representative as designated in a Construction Document. Supplier's Representative will act in such capacity for only that individual Project.

"Project" means the Services performed by Supplier pursuant to a single Authorizing Document.

"CenturyLink's Representative" means CenturyLink's project manager assigned to the Project as set forth in the order for the Project, as identified in the Construction Documents, or as otherwise designated by CenturyLink from time to time.

"Retainage" means an amount to be retained by CenturyLink from each payment for a Project until payment by CenturyLink of the Final Invoice for the Project, which amount will be retained by CenturyLink for the due and punctual performance of Supplier's obligations in the Construction Documents for that Project.

"Services" means electrical work of any kind or nature and resulting deliverables (without limitation materials supplied) that CenturyLink issues an Authorizing Document to Supplier to engage Supplier to perform the services described on the Authorizing Document. If Services are referred to as "Work" on the Authorizing Document, "Work" will mean "Services."

"Site" means the location to which the Services relates.

### 3.0 ASSIGNMENT OF SERVICES:

CenturyLink may issue Services to Supplier pursuant to a written or electronic Authorizing Document. Despite any contrary statements in the Procurement Standard Terms and Conditions, if Supplier is willing to perform the Project, Supplier will execute the Authorizing Document and deliver the properly executed Authorizing Document to CenturyLink within five (5) working days after receipt from CenturyLink. The fully executed Authorizing Document, together with the Agreement and any Change Orders, governs the rights and obligations of the parties with respect to the Project.

#### **4.0 CHANGE ORDERS:**

##### **4.1 Notification of Changes.**

Supplier will immediately deliver a written notice to CenturyLink whenever it has reason to believe a change in a Project has occurred that will require a Change Order, which notice will clearly specify (a) Supplier's estimate of any necessary change in the Completion Date, (b) Supplier's estimate of any necessary change in the Contract Sum, (c) any other change that Supplier believes must be made and (d) a detailed rationale as to why the changes are required including, if applicable, an itemization of labor, overhead, profit, materials, and costs of Subcontractors and any other information required to evaluate the Change Order. Additional information will be provided by Supplier upon the request of CenturyLink.

##### **4.2 Proposal of Changes.**

CenturyLink and Supplier may at any time during the Term propose additions, alterations, deductions, or deviations to or from any Project or the Construction Documents by issuing a proposed Change Order. Unless otherwise specifically agreed to in writing by CenturyLink, nothing contained in this Section will be construed to authorize Supplier to perform any Service that will cost more than the Contract Sum.

##### **4.3 Notice that Contract Sum may be Exceeded.**

Supplier will immediately notify CenturyLink in writing whenever it has reason to believe that the amount to be billed to CenturyLink during the next forty-five (45) calendar days of the Project, when added to all amounts previously billed to CenturyLink in connection with the Project, will exceed the Contract Sum set forth in the Authorizing Document, as modified by any Change Order. Supplier will include in the notice the estimated amount of additional funds needed to continue performance to completion along with a detailed rationale for additional funds. Supplier must not perform the additional hours of Services that will be require the additional funds unless authorized in writing by CenturyLink in advance. Unless specifically agreed to in writing by CenturyLink in an Authorizing Document or Change Order, Supplier must not perform any Services that will cost more than is indicated in the Authorizing Document or Change Order.

#### **5.0 COMPLETION DATE:**

##### **5.1 Completion Date.**

Supplier will complete all Work by the Completion Date set forth in the Authorizing Document.. If Supplier fails to complete the Services by the Completion Date, CenturyLink may at its option immediately terminate the Agreement and/or Schedule and/or Authorizing Document and/or complete all or any part of the Service itself (by using its own employees or by hiring another contractor) and bill Supplier for all related costs.

##### **5.2 Notification and Correction of Non-Compliance with Completion Dates.**

Supplier will furnish a sufficient quantity of materials, tools, equipment and qualified personnel, and work hours, including night shifts and overtime operations, as may be necessary to ensure completion of the Services by the Completion Date. Should the progress of the Project appear to CenturyLink to be inadequate to ensure completion by the Completion Date, Supplier will, within seven (7) calendar days after notice from CenturyLink, take appropriate steps to put the Services back on schedule. Should Supplier fail to institute appropriate measures, in CenturyLink's reasonable judgment, within such seven (7) calendar day period, or should the measures taken fail to put the Service back on schedule, CenturyLink may, but will not be required to, supplement Supplier's materials, tools, equipment and/or forces with other materials, tools, equipment and/or forces and bill Supplier for all related costs. Supplier will coordinate and work together with such forces, materials and/or equipment. CenturyLink's use of such supplemental materials, tools, equipment and/or forces will not excuse Supplier from performing all of its obligations under the Contract Documents.

### **5.3 Supplier Notification and Procedure for Adjusting Completion Date.**

- (a)** Supplier will give CenturyLink's Representative notice within five (5) calendar days after the happening of any event (including, a realization of need by Supplier) that may cause Supplier to request an extension of the Completion Date.
- (b)** Within ten (10) calendar days after the happening of such event (unless the Completion Date is less than twenty (20) calendar days away, in which case five (5) calendar days after the happening of such event), Supplier will provide CenturyLink's Representative with a written statement supporting Supplier's request, which statement must include Supplier's estimate of any extension in the Completion Date needed. If requested by CenturyLink's Representative, Supplier will substantiate its request with payroll documents, paid invoices, receipts, records of performance, and other documents reasonably satisfactory to CenturyLink's Representative. Supplier will continue the Services during the time that the request for an extension of the Completion Date is pending. CenturyLink is not be obligated to grant to Supplier any adjustments in the Completion Date. The Completion Date will not be extended unless expressly agreed to by CenturyLink in writing. Any decision to grant an extension of the Completion Date will be at CenturyLink's sole discretion.

## **6.0 INVOICE AND PAYMENTS:**

### **6.1 Amounts to be paid for Services.**

Subject to CenturyLink's acceptance of Services, and approval of a Request for Receipt, CenturyLink will pay Supplier the Contract Sum, based on the rate schedule contained in any applicable Schedule or as set forth in an Authorizing Document ("Rate") plus applicable sales and use taxes, in accordance with the payment terms set forth below. The Contract Sum may only be modified by a properly executed Change Order.

### **6.2 Rates.**

The Rates include compensation for all costs incurred by Supplier including without limitation direct and indirect labor costs; materials, supplies and equipment; office tools and equipment; bonds, fees and insurance; payments to Subcontractors; taxes; and employee benefits. The Rates do not include (although all such amounts, when included with the Rate, will not exceed the Contract Sum) transportation, lodging and meal expenses for travel. Supplier must not charge these expenses to CenturyLink unless CenturyLink approves the expenses in advance and in writing.

### **6.3 Progress Payment; Invoices.**

Supplier will be paid in a single lump sum for the completed Project in accordance with the terms of the Construction Documents. If an Authorizing Document specifies that progress payments will be made, CenturyLink will make progress payments after receipt from Supplier of monthly invoices showing the Services performed and materials provided during the month covered by the invoice.

Supplier will submit to CenturyLink a Request for Receipt within 30 calendar days after completion of the Project or, if progress payments are permitted, no more frequently than monthly. All Services performed (including materials supplied) by Supplier that are indicated on a Request for Receipt will be priced in accordance with the applicable Schedule and/or Authorizing Document, as modified by any Change Order or otherwise as agreed to in writing by Supplier and CenturyLink.

After Supplier receives an approved Request for Request from CenturyLink in writing, Supplier will submit with each Approved Invoice, any reports, forms and supporting data (such as copies of invoices from

Subcontractors and/or materialmen) reasonably requested by CenturyLink. Any materials supplied by Supplier will be listed as separate line items on the Approved Invoice and the cost and tax for each item will be broken out. Upon request by CenturyLink, Supplier will provide to CenturyLink an original and /or copy of a receipt for all materials included on an Approved Invoice. Language included or inserted on a Request for Receipt, Approved Invoice or on any other document submitted by Supplier during an Application process that conflicts with the terms and conditions contained in the Contract Documents will not be binding and is null and void.

#### **6.4 Payment of Approved Invoices.**

After CenturyLink approves a Request for Receipt, if Supplier submits an Approved Invoice in accordance with this section and the Approved Invoice is undisputed by CenturyLink, CenturyLink will pay the Approved Invoice, less any Retainage, within the time period set forth in the section of the Procurement Standard Terms and Conditions titled "Payment Due Date."

#### **6.5 Retainage Amount.**

Unless CenturyLink notifies Supplier in writing that Retainage is required for a Project, there will not be Retainage. If CenturyLink does notify Supplier that there will be Retainage for a Project, the Retainage will be the lesser of ten percent (10%) of the Project, unless CenturyLink notifies Supplier of a different Retainage amount, or the highest amount allowable by law.

#### **6.6 Correction of Services.**

If CenturyLink disputes the Application process for any reason including:

- (a) unsatisfactory performance or prosecution of the Service by Supplier or defective Service
- (b) liens or claims filed or reasonable evidence indicating possible filing of claims;
- (c) failure of Supplier to make payments promptly to Subcontractors for labor, materials or equipment; or
- (d) improper Applications, CenturyLink will notify Supplier of the problem, which notification will describe the problem in enough detail for Supplier to correct the problem and will contain a date by which CenturyLink would like the problem corrected.

Supplier will, at its own expense, remedy any defects in the Service and pay for all damages resulting from the defects, including, additional testing, inspections, compensation for services, and expenses of CenturyLink made necessary by the nonconforming Services within the time period set forth in CenturyLink's notice. This procedure will be repeated until CenturyLink finally approves or disapproves the Application in its sole discretion. Any final disapproval of an Application by CenturyLink will constitute a breach by Supplier. If Supplier fails to remedy the nonconforming Services within the time period set forth in CenturyLink's notice, CenturyLink may remedy the Services, or have another contractor remedy the Services, and bill Supplier for the cost of correction.

#### **6.7 Waiver of Claims.**

In no event will Supplier be compensated for more than the Contract Sum, as modified by any Change Order. Supplier will bring any claim for amounts Supplier claims are due and owing from CenturyLink within one (1) year after the issuance of the relevant Invoice. Any claim(s) not brought by Supplier within this one (1) year period will be waived.

## **6.8 Final Invoice.**

Upon completion of a Project, Supplier will notify CenturyLink in writing that the Project is complete and will deliver to CenturyLink a final Request for Receipt for the Project (the "Final Application"). Each Final Application (which will be the only Request for Receipt in the case progress payments are not made) must include:

- (a) A Lien Waiver covering all Services included in the Project, including that of all Subcontractors (including without limitation suppliers of materials);
- (b) Printed or typewritten operating, servicing, maintenance and cleaning instructions for all Services, included in the Project, including individual items of equipment and system operation and maintenance;
- (c) Records specified by CenturyLink including without limitation, record drawings, drawings, red-lined prints and as-built drawings, if applicable, on paper and electronically in AutoCAD format;
- (d) A written description of the sequence of controls for all electrical systems;
- (e) A bill of materials showing all materials incorporated in the Project;
- (f) A reconciliation of all Applications delivered by Supplier to CenturyLink in connection with the Project, if applicable;
- (g) An Application for the net remaining Retainage as applicable;
- (h) An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Service for which CenturyLink might be responsible or CenturyLink's property might be encumbered have been paid or otherwise satisfied
- (i) Training of CenturyLink's designated employees in the operation of the electrical and other systems;
- (j) Each written warranty with respect to the Service and assignment thereof, certificates of inspections, and bonds for CenturyLink's review;
- (k) Written evidence that all performance tests required in connection with the Project have been successfully completed;
- (l) Certificate(s) of occupancy, if required;
- (m) Certification by Supplier that the Service has been completed in accordance with the Construction Documents;
- (n) All other deliverables required in the Authorizing Document as modified by any Change Order; and
- (o) Consent of the surety, if any, to final payment.

## **6.9 Process for Approval of Final Invoice.**

Upon receipt of the last of the items set forth in the previous subsection, CenturyLink will inspect the Services. The process for payment of the Final Invoice will be the same as that set forth above for other Invoices.

## **6.10 Payment Claims.**

Supplier warrants that no Payment Claims will be filed or maintained by it, Subcontractors or any other third party against any CenturyLink equipment, real estate or other property, including property of third parties, on account of the Service. CenturyLink reserves the right, before making any payments or at any time during the Term, to require Supplier and any Subcontractor to furnish evidence in the form of Exhibit LW "Electrical Services -- Affidavit, Release and Lien Waiver", depending on the type of Invoice submitted, progressive ("LW1") or final ("LW2"), or any format later designated by CenturyLink (a "Lien Waiver") that all Payment Claims for the payment of wages; salaries; and cost of materials, tools, machinery, supplies or labor have been satisfied, released or settled. Any failure by Supplier to submit a Lien Waiver requested by CenturyLink will be a breach of this Agreement.

## **7.0 ADDITIONAL DUTIES OF SUPPLIER:**

### **7.1 Representatives.**

Supplier will supervise and direct the Service using Supplier's best skill and attention. To that end, Supplier will keep on the Site a competent superintendent (to be on the Site full time if so specified in the Authorizing Document and/or Construction Documents) that is capable of communication in English and any necessary assistants, all of whom must be satisfactory to CenturyLink. Supplier will not replace any superintendent approved by CenturyLink without the prior written approval of CenturyLink. The superintendent will represent Supplier, and communications given to the superintendent will be as binding as if given to Supplier or Supplier's Representative. The superintendent may also be Supplier's Representative. CenturyLink has the right, but not the duty, to enter upon any location where Service is being performed to conduct inspections of the Service at any time to ensure compliance with the Construction Documents.

### **7.2 Materials Provided.**

Materials provided by Supplier must be new and strictly of the type, manufacturer and quality specified by CenturyLink. Supplier will be responsible for the security of all materials received by Supplier, whether or not received from CenturyLink and whether located on the premises of Supplier, CenturyLink or otherwise. Supplier will be responsible for obtaining and providing to its employees and Subcontractors training on the proper use and installation of all materials, whether supplied by Supplier or CenturyLink.

### **7.3 Coordination.**

Supplier will coordinate the Services with CenturyLink's Representative and will work with CenturyLink's Representative to establish acceptable communication lines. Supplier will promptly respond to all concerns, issues and questions raised by CenturyLink's Representative.

### **7.4 Acts and Omissions.**

Supplier will be responsible to CenturyLink for acts and omissions of Supplier's employees, Subcontractors, their agents and employees and any other persons performing portions of the Services on behalf of Supplier.

### **7.5 Inspection.**

Supplier will be responsible for inspection of portions of work already performed on the Site to determine that such portions are in proper condition to receive Service to be performed by Supplier.

## **7.6 Maintenance of Site.**

Supplier will confine the Services to areas permitted by law, ordinances, permits and the Construction Documents and will not unreasonably encumber the Site with materials or equipment. Supplier will keep the Site and surrounding area free from accumulation of waste materials or rubbish and will remove all waste materials, rubbish and any combustibles on a daily basis. Upon completion of the Service, Supplier will remove all waste materials, rubbish, Supplier's tools, construction equipment, machinery and surplus materials from the Site. If Supplier fails to clean up the Site as required in this subsection, CenturyLink may do so or hire another contractor to do so and bill Supplier for the cost of cleanup.

## **7.7 Access.**

Supplier will provide CenturyLink access to the Service in preparation and progress wherever located.

## **7.8 Compliance with Policies.**

Supplier will comply and cause its employees, agents and Subcontractors and their respective employees and agents to comply, with all CenturyLink rules and regulations pertaining to each Site, and all amendments or supplements thereto, including without limitation rules regarding cellular telephone use. Supplier also will comply and will cause Supplier's employees, agents and Subcontractors and their respective employees and agents to comply with all health and safety directives issued by CenturyLink while present at the Site, which will be made available by CenturyLink, including but not limited to the following sections of the CenturyLink Fire Life Safety Policy (QFLSP):

- No smoking policy
- QFLSP-D1 "Fire Protection during Construction"
- QFLSP-E3 "Fire Stopping Requirements"
- QFLSP-A6 "Fire Protection Impairment Program"

## **7.9 Methods and Procedures.**

When directed by CenturyLink, Supplier will prepare, submit and have approved by CenturyLink a MOP that will include detailed work processes, time frames, and responsibilities. Supplier will comply with the approved MOP and cause Supplier's employees, agents and Subcontractors and their respective employees and agents to comply with the MOP.

## **7.10 Emergency Contacts.**

Supplier will maintain and provide to CenturyLink in connection with each Project an emergency contact list with names and phone numbers for both business and non-business hours. In the event CenturyLink experiences an emergency situation impacting service or safety, Supplier will respond and cause Supplier's employees, agents and Subcontractors and their respective employees and agents to respond in an expedited manner to assist CenturyLink in recovering from emergency condition.

## **7.11 Disaster Recovery.**

In the event of a major disaster, CenturyLink may request Supplier to respond, mobilize, and assist in disaster recovery at CenturyLink's premises or property outside Supplier's normal work area.

## **7.12 Quality Control Program.**

Supplier will have in place a quality control program as necessary to ensure that all Services are completed in compliance with the Contract Documents. Supplier will submit its quality control program manual to CenturyLink for review or information if requested.

### **7.13 Technical Standards.**

All Supplier's when working in CenturyLink facilities, will be required to follow applicable CenturyLink Technical Standards referenced in the order and Construction Documents including applicable National Electric Codes and any applicable local codes. Supplier will comply with the standards and requirements in the most current version of Technical Publication 77350, 77351, 77385, 77355, and CenturyLink Publication PRD-00425. All employees, agents or Subcontractors of Supplier doing Services in a CenturyLink Central Office must successfully complete any certification process required by CenturyLink from time to time. Certification includes, but is not limited to, a test based on Customer Technical Publication 77350 for installation and testing and Customer Technical Publication 77385 for engineering, as these publications may be revised from time to time. These publications may be accessed at <http://www.CenturyLink.com/techpub>.

### **7.14 Use of Information.**

No information or material provided to Supplier in connection with the Service may be used in connection with any other job or project, even if such job or project is for CenturyLink or its Affiliates, without the prior written consent of CenturyLink's Representative.

### **7.15 Interface Specifications.**

Upon request by CenturyLink during the Project or within [3] years following its completion or termination of the Agreement, Supplier will provide to CenturyLink interface specifications describing the electrical, functional, physical and software interfaces of Purchases. Compatibility information that is proprietary and confidential information of CenturyLink will be treated as Confidential Information. If any Purchases contain, provide or involve a protocol that will be present at a CenturyLink network interface, and which technology is proprietary to Supplier, Supplier hereby grants to CenturyLink an unrestricted, perpetual, royalty-free right and license to utilize such technology in conjunction with the Purchases.

## **8.0 USE OF SUBCONTRACTORS:**

### **8.1 Submission of Subcontractor List.**

Supplier will submit to CenturyLink a list of all proposed subcontractors prior to the execution by Supplier of any subcontract agreement. CenturyLink will have ten (10) calendar days after receipt of Supplier's list of proposed subcontractors to reject all or any proposed subcontractors. Any proposed subcontractor not rejected by CenturyLink within such ten (10) day period will be deemed to have been accepted. Any acceptance or rejection of a proposed subcontractor by CenturyLink will not relieve Supplier of responsibility for the Service.

### **8.2 Changes to Approved Subcontractors.**

Supplier will not change a Subcontractor previously approved by CenturyLink without the prior written permission of CenturyLink.

### **8.3 Review of Bids.**

CenturyLink may review all bids, submittals, or other proposals made to Supplier by any Subcontractor, whether successful, responsive, or utilized in the performance of the Service.

### **8.4 Contracts with Subcontractors.**

To the extent of the Service performed by a Subcontractor, all provisions of the Construction Documents



that apply to the Service being performed by the Subcontractor will apply to the Subcontractor with the same force and effect as they apply to Supplier. Each subcontract agreement will be in writing and will preserve and protect the rights of CenturyLink under the Construction Documents so that the subcontracting of the Service to be performed by the Subcontractor will not prejudice such rights. Supplier will make available to each proposed Subcontractor, prior to entering into a subcontract, copies of all relevant Construction Documents including without limitation, in every instance, a copy of this Agreement, applicable Schedule and/or Authorizing Document; provided, that Supplier is not required to provide to any Subcontractor the financial terms of this Agreement or any Schedule and/or Authorizing Document. Supplier will require in each subcontract that, to the extent of the Service to be performed by the Subcontractor, the Subcontractor agrees to be bound by and to comply with all terms and conditions contained in the Construction Documents that apply to the Service being performed by the Subcontractor (including, by specific reference, to the extent applicable to the Service being performed by the Subcontractor, all change order, subcontractor, liquidated damages, indemnification, confidential information, offset, compliance with laws, limitation of liability, dispute resolution, safety, hazardous materials, insurance, warranty, inspection and audit provisions contained in this Agreement.) and that the Subcontractor assumes all obligations, liabilities and responsibilities under the Construction Documents jointly and severally with Supplier with respect to the Subcontractor's Service. No subcontracting of any of the Service will release Supplier from any of its obligations contained in the Construction Documents.

## **9.0 ADDITIONAL WARRANTIES:**

### **9.1 Correction of Services.**

Supplier will promptly correct Services identified as defective or incomplete pursuant to the Section of these Specific Terms and Conditions titled "Invoices and Payments" or Service which fail to conform in any way to the requirements of the Contract Documents, whether observed before or after payment of the Final Invoice for the Project including the Service, and whether or not fabricated, installed or completed. CenturyLink will have up to six (6) months from date of Project completion to inspect Supplier's work for compliance with the requirements of the Contract Documents and generally with defects.

### **9.2 Minimum 12 Month Warranty.**

- (a)** In addition to any other express or implied obligations and assurances under this Agreement, Supplier hereby warrants for a period of twelve (12) months (or longer, if so provided by law, and to the extent provided by law) from and after the later of (i) the date of payment by CenturyLink of the Final Application for each Project, or (ii) the date that the defect was reasonably discoverable, that all labor, workmanship, components, materials and other parts of the Services in or covered by the Project will be free from defects in material and workmanship under normal use and service and will conform in all respects with the requirements of the Contract Documents.
- (b)** Repair or Replacement. Upon notice from CenturyLink, Supplier will immediately, at its own expense, repair, correct, or replace:
  - i.** any defective materials supplied by Supplier or any Subcontractor; or
  - ii.** any defects in the Services occurring during the warranty period whether observed before or after payment of the Final Application for the Services and whether or not the Service is already installed or completed.
- (c)** Additional Warranty Period. Any repaired or replacement materials will have a warranty period of equal to the greater of: (i) one (1) year from the date of incorporation in the Services, or (ii) the remainder of the original warranty period.
- (d)** Payment of Costs to Remedy. Supplier will pay all reasonable costs (including attorneys'

fees, additional testing and inspection, and CenturyLink's own costs or compensation paid to third parties) incurred by or on behalf of CenturyLink in identifying a defect in Service or materials found to be the responsibility of Supplier.

- (e) Non-Exclusive Remedy. Establishment of the twelve (12) month period in the subsection above relates only to the specific obligation of Supplier to correct the Services, and has no relationship to the time within which CenturyLink may seek to enforce Supplier's obligations under the Contract Documents or Supplier must comply with the Contract Documents.

### **9.3 Correction by CenturyLink.**

If Supplier fails to promptly correct nonconforming Services, CenturyLink may correct the Service itself or hire another contractor to do so and CenturyLink will be entitled to bill Supplier for the cost of correction, including all costs incurred by CenturyLink.

## **10.0 ADDITIONAL INDEMNIFICATION OBLIGATIONS OF SUPPLIER:**

**10.1** Supplier will indemnify, defend and hold harmless CenturyLink (including its officers, directors, employees and agents), and its Affiliates and customers from and against all suits, actions, fines, damages or claims of any character:

- (a) for any personal injuries or property damage received or sustained by any person or property arising in whole or in part from the acts or omissions of Supplier, its Subcontractors and/or their respective officers, employees, agents or Affiliates in the performance of Services;
- (b) because of any actual or alleged act or omission of Supplier, its Subcontractors and/or their respective officers, employees, agents or Affiliates;
- (c) under the Workers Compensation Act, or any other law, regardless of whether such injuries or damages are caused in part by the negligence of the parties indemnified hereunder; and
- (d) in connection with any breach by Supplier of the Contract Documents or any default by Supplier under this Agreement.

Supplier will reimburse any indemnified party for any and all costs, settlements, judgments, or expenses incurred by them in defending or investigating any such claim, including attorneys' fees, expert witness fees, investigative and court costs.

## **11.0 ADDITIONAL INSURANCE REQUIREMENTS:**

Supplier will carry and maintain the insurance coverage listed below:

### **11.1 Umbrella or Excess Liability Insurance.**

If the Supplier is providing electrical work on systems above 400 volts, making live connections or involves high pressure steam or refrigerant chiller/boiler work, Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate is required.

### **11.2 Insurance Terms**

- (a) Insurers waive subrogation against CenturyLink, its Affiliates, subsidiaries, and parent, as

well as the officers, directors, employees and agents of all such entities for the policies described in subsections of the Purchase Order 9.3 (a) Workers' Compensation and (b) Commercial General Liability and Commercial Auto Liability unless such endorsement is prohibited by law or regulation;

- (b) The policy described in subsection Purchase Order 9.3 (b) Commercial General Liability will be primary and not contributory to insurance which may be maintained by CenturyLink; and
- (c) CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections of the Purchase Order 9.3 (b) Commercial General Liability and Commercial Auto Liability and Additional Insurance Requirement 11.1 above Excess/Umbrella Liability.

## **12.0 BACKGROUND SCREENING:**

- 12.1** Supplier will utilize thorough screening and selection of all Supplier Personnel assigned to perform services for CenturyLink, including appropriate background screening. The screening procedure will include an inquiry of official government record repositories for any federal, state, and local felony or misdemeanor adjudication (e.g., conviction, deferred judgment, nolo contendere or finding of criminal liability by a court of competent jurisdiction) and/or pending dispositions for all areas of residence/employment over the last seven (7) years, or longer if commercially feasible and the information is available through public records.
- 12.2** Supplier will consider all of the information provided from a background check when determining if the Supplier Personnel will provide services for CenturyLink. Supplier will not utilize any Supplier Personnel whose background screening indicates that the person has a material history of adverse credit, criminal adjudication as described above, or if the Supplier has any information which suggests that such person is unqualified, dishonest, untrustworthy, unreliable, or has any history of violence.
- 12.3** If Supplier Personnel are based outside of the U.S. and such credit and/or criminal checks are not available or applicable within the Supplier's country of operation, Supplier will notify CenturyLink of this fact and make every effort to utilize Supplier Personnel who could reasonably meet these standards. These efforts should include alternative screening to include verification of previous employment and education. Supplier must maintain security/criminal investigation results for review by CenturyLink upon request. Details of actual results will remain confidential.

## **13.0 NOTICE:**

Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, the same must be in writing. Notice must be delivered in person, by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the addresses listed below in the Signature Block or at such other addresses as may be later designated by notice.

## **14.0 CONFLICT:**

In the event of a conflict between these Specific Terms and Conditions and the Purchase Order Terms and Conditions, these Special Terms and Conditions shall control.

**SIGNATURE BLOCK.**

The parties have caused this Agreement to be executed as of the Effective Date.

CenturyTel Service Group, LLC, a Louisiana  
limited liability company

Supplier  
\_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name of Signatory)

\_\_\_\_\_  
(Print or Type Name of Signatory)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Execution Date)

\_\_\_\_\_  
(Execution Date)

\_\_\_\_\_  
Address for Purposes of Notices:

\_\_\_\_\_  
Address for Purposes of Notices:

\_\_\_\_\_  
Lead Buyer

With a copy to:

CenturyLink Law Department  
Director, Procurement Law Group  
5454 W. 110th Street  
Mailstop: KSOPKJ0701-722  
Overland Park, KS 66211  
Fax:(913) 345-6683

**EXHIBIT LW1  
ELECTRICAL SERVICES  
PROGRESSIVE LIEN WAIVER FORM**

**PROGRESSIVE AFFIDAVIT, RELEASE AND LIEN WAIVER**

This Progressive Affidavit, Release and Lien Waiver is entered into with reference to that certain Electrical Services Specific Terms and Conditions, dated \_\_\_\_\_, between the undersigned Supplier and CenturyTel Service Group, LLC for construction related to \_\_\_\_\_.

**From:** \_\_\_\_\_ (the "Supplier").

**To:** CenturyTel Service Group, LLC (the "Customer").

**Project:** \_\_\_\_\_ (the "Project").

**Location of the Project:** \_\_\_\_\_.

**Construction Contract Number:** \_\_\_\_\_ (the "Contract").

The undersigned, being first duly sworn, deposes and says that:

1. The Supplier is the contractor for the performance of certain work and the furnishing of certain materials or supplies pursuant to the Contract.
2. This instrument is delivered for the purpose of inducing and in consideration of the sum of \$ \_\_\_\_\_ (CURRENT AMOUNT REQUESTED AND ALL AMOUNTS PAID TO DATE, LESS RETAINAGE), and is subject only to collection of any check given as payment of such sum. Further, Supplier acknowledges that upon receipt of this payment, Supplier has been paid for all of the work performed under the Contract (which includes all labor and materials furnished by or through Supplier for, on or to the Project) through the date hereof.
3. Supplier for itself, its successors, and on behalf of all persons able to claim through or under Supplier: (a) waives, relinquishes and releases all liens and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Contract through \_\_\_\_\_, except for retainage; (b) agrees to save Customer harmless from all liability, costs and expenses, including reasonable attorneys' fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien, claim to or right of action for such lien, which may be filed as a result of or in connection with any work performed at or materials furnished to the Project by, through or under Supplier or the Contract through the date hereof; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Contract, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Contract work; and (c) hereby releases the present and any future Customer, the Project and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State in which the Project is located in connection with the Contract or any labor or materials furnished by or through Supplier for, on or to the Project through the date hereof.
4. Supplier warrants and represents: (a) all materials delivered to the Project by or for Supplier are for use therein only; (b) the Supplier has fully paid for all labor, materials, and all other expenses which Supplier has provided for the Project through \_\_\_\_\_; (c) title to all work, material and equipment covered by such payment, whether or not incorporated in the Project, has passed



**EXHIBIT LW2  
AFFIDAVIT, RELEASE AND LIEN WAIVER**

**Agreement No.** \_\_\_\_\_  
**Supplier:** \_\_\_\_\_  
**Job No.** \_\_\_\_\_

This Affidavit, Release And Lien Waiver (the "Affidavit") is executed and delivered to CenturyTel Service Group, LLC ("CenturyLink") in connection with the Electrical Services Specific Terms and Conditions, dated \_\_\_\_\_, (the "Agreement") between CenturyLink and \_\_\_\_\_ ("Supplier"). Any definitions not defined in this Affidavit shall have the meaning given to them in the Agreement.

1. Supplier has supplied labor and/or materials in connection with the Job identified above (the "Job") performed pursuant to the Agreement.
2. This Affidavit is delivered to CenturyLink to induce CenturyLink to pay to Supplier, and in consideration of receipt by Supplier, of \$ \_\_\_\_\_ (the "Payment"). Supplier acknowledges that upon receipt of the Payment Supplier has been paid for all of Work performed under the Agreement through the date of this Affidavit.
3. Supplier for itself, its successors and assigns, and on behalf of all persons able to claim through or under Supplier: (a) waives, relinquishes and releases all liens and right or claim to a lien for Work (including without limitation, for purposes of this entire Affidavit, any labor performed or materials supplied) furnished in connection with the Agreement through the date of this Affidavit; (b) agrees to save CenturyLink harmless from all liability, costs and expenses, including reasonable attorneys' fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien or claim to or right of action for such lien which may be filed as a result of or in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit; and (c) hereby releases CenturyLink, its successors and assigns and any lender who may now or hereafter have a security interest in the CenturyLink property affected by the Job, from any claim, right, action, liability or lien which might accrue under the laws of the State in which the Job was performed located in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit.
4. Supplier warrants and represents that: (a) all materials delivered to the Job by or for Supplier are for use only for the Job; (b) title to all Work covered by the Payment, whether or not incorporated in the Job, is vested in CenturyLink, free and clear of all liens and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances; (c) all taxes applicable to the Work covered by the Payment have been fully paid; and (e) all laborers, mechanics, subcontractors, materialmen and suppliers for all Work covered by the Payment, and for any indebtedness connected therewith, for which CenturyLink could be responsible have been paid in full.

