

HEALTH AND SAFETY REQUIREMENTS FOR CONSTRUCTION SERVICES

1.0 HEALTH AND SAFETY

1.1 SAFETY AND HEALTH NOTICES

1.2 Supplier will immediately notify CenturyLink by telephone, followed by written confirmation within 24 hours, of any product or material that the Supplier comes in contact with during the course of providing services which fails to comply with any applicable safety rules or standards of any governmental agencies, which could present a substantial risk to the public health or of injury to the public or the environment.

1.3 SUPPLIER'S SAFETY PROGRAM

Supplier will deliver, within 30 days of the Effective Date of the Agreement between Supplier and CenturyLink and annually on the anniversary date of the Agreement, a copy of Supplier's Safety Plan to CenturyLink which must, at a minimum, comply with any applicable Occupational Safety and Health Administration standards. The Safety Plan will be delivered to the local CenturyLink management team. The Supplier's SPOC at the District level will be responsible for monitoring and ensuring that Supplier's safety program is being followed in the performance of all Services. The Supplier's SPOC must be a "competent person" as defined by OSHA, and well versed in the Supplier's safety program. This person is expected to take immediate corrective action if unsafe conditions at a job site or the provisions of the Agreement are not followed.

1.4 ACCIDENTS; CORRECTION OF UNSAFE CONDITIONS

The Supplier will notify local CenturyLink management in writing of all accidents or claims arising out of or in connection with Services performed under the Agreement within 24 hours after occurrence. If a fatality has occurred, local CenturyLink management must be notified immediately via telephone and within 24 hours in writing; an investigation by the Supplier must also be submitted to CenturyLink in writing upon completion of the investigation. Notice will not relieve the Supplier from liability under the Agreement, nor increase or modify CenturyLink's obligations to the Supplier. If the Supplier or any Supplier Personnel fails to immediately correct unsafe conditions including, but not limited to, work site safety and fails to take appropriate measures to safeguard Supplier Personnel and the public, or CenturyLink reasonably believes an imminent dangerous condition exists, CenturyLink may direct the Supplier to stop work, in which event Supplier will stop work until the unsafe condition has been eliminated or corrected. Supplier agrees to take immediate steps to correct and abate the unsafe condition. CenturyLink will not compensate Supplier for time taken to correct an unsafe condition.

1.5 FACILITIES DAMAGE

(a) Supplier will take all necessary precautions to prevent damage to Facilities and to privately-owned facilities. If Supplier damages Facilities, including without limitation, cuts to CenturyLink fiber/cable or improper installation, or privately owned facilities, Supplier will be responsible for all costs resulting from the damage including, without limitation, all costs of repair, restoration, replacement, materials and the fully loaded rates of suppliers CenturyLink engages or CenturyLink employees used to perform the repairs, restoration or replacement.

(b) If Supplier does not repair immediately at its sole cost any damaged property to CenturyLink's satisfaction or, if applicable, to the property owner's satisfaction, any damages to privately owned facilities on their property, CenturyLink may repair the damaged property at Supplier's expense. Such costs can be withheld from any expenses owed Supplier. If applicable, if the property owner cannot accurately locate their privately owned buried facilities Supplier should have the property owner sign a damage responsibility wavier. The property owner's waiver, however, does not modify the Agreement.