

Exhibit B to Testimony of James R. Krieg (CFU)

Qwest Corporation
Local Network General Agreement For Joint Use Of Trenches

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(Special notice for Montana Contractor: THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA STATE STATUTE, §27-5-114 AND IN ACCORDANCE WITH SECTION 24 (GOVERNING LAW AND BINDING ARBITRATION) OF THIS AGREEMENT.)

Licensor: The Municipal Electric Utility of the City of Cedar Falls Iowa
State: Iowa
Zone(s): 1

Qwest Corporation
Local Network General Agreement For Joint Use Of Trenches

This Local Network General Agreement for Joint Use of Trenches is made this 2nd day of June, 2003 ("Effective Date"), by and between Qwest Corporation, a Colorado Corporation (hereinafter called "Qwest"), and The Municipal Electric Utility of the City of Cedar Falls Iowa, a City Utility in Iowa (hereinafter called "Licensor"). In this Agreement, Qwest and Licensor are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Qwest desires to have Licensor install Qwest facilities underground in Licensor's trench ("Trench"), and to cooperate in the planning, engineering, design and other work for such installation, when and where such joint use will be of mutual advantage in meeting their underground facilities ("Facilities") service requirements.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

Article 1. Scope of Agreement, Geographic Area of Performance, and Definitions

A. This Agreement shall apply within the common operating areas of the Parties and shall cover installation of Licensor's electric service/electric underground facilities and Qwest's underground telecommunications facilities in Licensor's Trench(s) in the state of Iowa, as identified on Exhibit A, Geographic Area.

B. As defined herein, Licensor of the Trench agrees to issue to Qwest for any lawful purpose, a nonexclusive, revocable permit authorizing Qwest to install, maintain, rearrange, transfer, and remove at its sole expense its telecommunications Facilities in Licensor's Trench(s). Licensor agrees to provide access to Trench(s) in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Trench(s) are placed. Costs for such access will be borne by Qwest. Any and all rights granted to both Parties shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this Agreement shall be construed to compel Licensor to construct, modify, or place any Trench for use by Qwest.

C. When used in this Agreement, the following terms shall have the following specified meanings, unless the particular context clearly requires a different meaning:

1. "Contractors" means all of the individuals, partnerships, corporations and other persons or entities of any tier engaged by Licensor/Qwest to furnish any labor, materials, equipment or other items or to perform any work in connection with a Project (other than employees of Licensor/Qwest).
2. "Facilities" means wires, cables, fiber transport and other equipment related to Licensor's or Qwest's telecommunications system(s) to be placed underground.
3. "Joint Facilities Contract" ("JFC") means a Work Order, Exhibit B., entered into by the Parties with respect to a Project.
4. "Project" means a specific project undertaken by the Parties, for the underground installation of their respective Facilities in Licensor's Trench.
5. "Project Costs" means all costs and expenses incurred by the Parties to perform the Trench Work, whether with its own employees or Contractors or any combination thereof. Project Costs shall be determined in accordance with practices and procedures established and consistently applied by the Parties.
6. "Project Share" means, with respect to a Project, a fraction, the numerator of which is one (1) and the denominator of which is two (2), or some other number representing the total number of Other Licensees in the Project, with regard to Project Costs allocable to Trench Work.

7. "Trench Work" means, with respect to a Project, the planning, engineering, design, surveying, trenching, backfill, compacting, removal and replacement of surface improvements (such as sidewalks and pavement), installation of conduit, vaults and hand holes and all other common work required to complete the Project, other than the installation of each Parties Facilities, which costs will be bore by each Party for their own Facilities.

8. "Other Licensee's" or "Licensees" means other entities Licensor or Qwest has contracted with to place their Facilities within the Trench.

Article 2. Term of Agreement

This Agreement shall commence as of the Effective Date, and may be terminated by either Party, as so far as future underground installation of Facilities in a common trench, by giving written notice Three Hundred and Sixty-Five (365) days prior to such termination to the other Party; provided that, notwithstanding any such termination, this Agreement shall remain in full force and effect with respect to all Facilities installed and work performed pursuant to a particular JFC executed prior to the date of such termination.

Article 3. Division of Work

A. If either Party desires to install its Facilities under ground (e.g., to replace existing aerial Facilities or, to provide service to an area not previously serviced or for any other purpose), such Party shall provide the other Party advance written notice of such installation and, to the extent necessary to accommodate the concurrent underground installation of such other Party's Facilities, a reasonable opportunity to participate in such installation as a Project under this Agreement.

B. If the Parties decide to proceed with any underground installation of Facilities as a Project under this Agreement, each Party shall execute a JFC with regard to such Project. Neither Party shall permit any person or entity not a Party to execute a JFC and become a Licensee without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each JFC shall specify, among other things, the following:

1. the Other Licensees for the Project;
2. a description of the Project;
3. a description and schedule for performance of all Trench Work and other work for the Project;
4. the method for determining Project Costs; and
5. the allocation of Project Costs among the participating parties (including segregation of any Project Costs allocable to Trench Work to be performed for less than all of the participating parties). Each Party to the JFC shall comply with the JFC.

C. The Parties shall establish and comply with detailed procedures for the identification, prosecution and completion of Projects in accordance with the provisions of this Agreement. Initial procedures are set forth in the attached JFC . The JFC may be amended modified, revoked or superseded, in whole or in part, at any time by a writing signed by authorized representatives of both Parties.

Article 4. Division of Costs

A. The JFC for any Project shall specify the method for determining the Project Costs thereof. Such method may include, but is not necessarily limited to:

1. fixed prices for specific work;
2. fixed rates and charges on a time-and-materials basis;
3. reimbursement of actual costs; or
4. any combination of the foregoing.

Exhibit C sets forth the Party's standard rates and charges in effect on the date of this Agreement for certain Trench Work described therein. The rates and charges set forth in Exhibit C may be amended, modified, revoked or changed, in whole or in part, with regard to the Trench Work under any JFC by either Party's giving written notice of the amendment, modification, revocation or change to each participating Party and such written notice shall be signed by the Licensor and by authorized representatives of each of the Other Licensees prior to execution of the JFC.

B. Unless otherwise specified in the JFC:

1. each Party shall bear its Project Share of the Project Costs; and
2. each Party shall bear all of the costs and expenses related to the installation of its own Facilities

C. Promptly after the end of each Project, the Licensor shall submit its invoice to Qwest for those Project Costs which are to be borne by Qwest, supported by such documents and information as Qwest may reasonably request to verify the invoice. Qwest shall pay the undisputed amount in the invoice submitted to it within sixty (60) days after its receipt of the invoice.

D. Interest. Interest payments shall be made to Licensor for undisputed invoices not paid within sixty (60) calendar days from receipt by Qwest. Said sixty (60) calendar days shall be measured from the date of receipt by Qwest of a correct invoice to the issue date of Qwest's draft. Invoices which contain errors or are incomplete will be returned and must be resubmitted for payment before the sixty (60) day period begins to run. Interest will be paid at a rate equivalent to ten percent (10%) per annum (compounded daily). Payment of such interest shall not excuse or cure any breach of or default under this Agreement.

E. Liens, Lien Waivers and Claims. Licensor hereby specifically agrees that no mechanics' lien or other claims or demands, including but not limited to personal injury, death, property damage, or other liability claims (collectively "Claims") shall be filed or maintained by it, lower tier subcontractors or any other third party against any equipment or the real estate upon which such equipment is installed, maintained, repaired or otherwise serviced for or on account of labor done or materials furnished in connection with this Agreement. Qwest reserves the right, before making any payments, or at any time during the progress of the work, to require the Licensor to furnish evidence in a form satisfactory to Qwest, that all Claims for the payment of wages or salaries or the payment of charges for materials, tools, machinery, supplies or labor have been satisfied, released or settled. If Claims of any kind have been made or asserted by third parties against either Qwest or Qwest's property in excess of the total amount under this Agreement, Qwest may withhold additional sums otherwise due the Licensor, including but not limited to sums from other contracts the Licensor currently holds with Qwest, up to the total amount of all such Claims. Except as provided below, if the Licensor has not settled the Claims held within a reasonable period of time, not to exceed sixty (60) calendar days after such Claims are made, Qwest shall have the right, but shall not be obliged, to pay, settle or discharge any Claims filed or asserted by any person, out of the monies withheld from all sources, in which event the monies shall be deducted from the Agreement price. In the event that such withheld monies are insufficient to discharge any or all such Claims, Qwest may terminate this Agreement and recover from the Licensor all sums of money in excess of the withheld money which it expends to discharge such Claims, including all costs and attorney's fees. Qwest reserves the right to settle third-party Claims of \$500.00, or less, related to contracted work if such Claims are not paid directly by the Licensor within ten (10) calendar days, upon written notice by Qwest. If paid by Qwest, Qwest shall offset the amount of the Claim to the monies owed the Licensor, including a twenty percent (20%) claims handling fee. The Licensor expressly agrees to waive and hereby does waive any claim or defense against Qwest by reason of Qwest having discharged such Claims.

Article 5. Performance of Work

A. Unless otherwise specified in the JFC, the Licensor shall perform all Trench Work for the Project.

B. Unless otherwise specified in the JFC, Qwest shall install its own Facilities. Prior to executing the JFC for a Project, Qwest shall furnish the Licensor with an application displaying detailed drawings,

specifications and other documents setting forth the requirements for installation of such Qwest's Facilities in that Project.

C. The Parties shall cooperate with one another and coordinate their respective work so as to minimize any delay or hindrance of any work and to complete the Project as a whole in an expeditious and efficient manner. Each Party shall be solely responsible for ensuring that the Trench Work complies with the requirements for the installation of its Facilities. Neither Party shall in no event be liable on account of any failure to comply with the requirements for installation of other parties' Facilities. Further, Qwest shall be solely responsible for ensuring that its personnel are available for the installation of its Facilities when the trench is opened by Licensor. The Licensor shall have no reason to delay the scheduled opening or closing of a trench, or to reopen a closed trench, to accommodate the late installation of Qwest's Facilities. If Qwest's personnel are not available or otherwise do not install its Facilities when the trench is opened, the Licensor shall not be liable for closing the trench prior to such installation, and if the trench is so closed, Qwest shall be deemed to have withdrawn from the Project.

D. Unless otherwise specified in the JFC, the Parties shall furnish all supervision, labor, materials, equipment, transportation, tools and other items for performance of their own work under this Agreement. Each Party shall perform its work in accordance with its own methods and in an expeditious, efficient, safe, orderly and workmanlike manner. Each Party shall ensure that all personnel who perform its work shall be fully experienced and properly qualified to perform the same.

E. The Parties shall take appropriate precautions to protect against bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of their own work or the underground installation of their own Facilities. Such precautions may include, but are not necessarily limited to, the erection and maintenance of barricades, signs, flags, flashers and other safeguards in the performance of their own work and the installation of protective materials or equipment as part of their own Facilities. Prior to performing any work, the Parties shall inspect the site of such work and all materials, equipment, tools and other items related to such work to discover any conditions involving a risk of bodily injury to persons or a risk of damage to any property or environment.

F. If Licensor's work depends upon the results of work by another Licensee or other person or entity not a Party hereto, it shall, prior to commencing its work, notify Qwest of any actual or apparent defects or deficiencies in such other work that render it unsuitable for performance of its work. Further, if Qwest discovers any defect or deficiency in any work by Licensor or any other Licensee or other person or entity not a Party hereto, it shall promptly notify the Licensor in writing of the defect or deficiency.

G. Each Party shall at all times keep its work areas cleared of rubbish refuse and other debris, in a neat, clean, sanitary and safe condition. Upon completion of any of its work each Party shall promptly remove all rubbish, refuse and other debris resulting from its work and all of its equipment, tools and surplus materials.

H. Each Party may delegate performance of all or any part of its work under any JFC to its contractors; provided, however that such delegation shall in no event relieve or release to any extent such Party from any of its obligations under this Agreement or the JFC. Each Party shall be fully responsible for the performance, acts and omissions of its contractors.

I. If a Participating party employs any workers engaged in the construction, alteration or repair of a structure or other work at a site owned, possessed or controlled by another party where other workers covered by a collective bargaining agreement are so engaged, then, to the extent permitted by applicable law, each party shall ensure that the wages, hours, work assignments and other conditions of such employment are consistent with the provisions of such collective bargaining agreement (other than any provision relating to the recognition of a particular union).

Article 6. Rights-Of-Way

A. In obtaining easements, franchises, permits, licenses and other rights-of-way for the underground installation of its Facilities in connection with any Project, the parties shall cooperate to obtain such rights-of-way for the benefit of all Participating parties to the extent the same are so available.

B. Notwithstanding paragraph (A.) of this Article 6, each Party shall be solely responsible for zoning all easements, franchises, permits, licenses and other rights-of-way for the underground installation of its Facilities. If any Party obtains or purports to obtain any such rights-of-way for the benefit of any other party, the party obtaining the same makes no assurance, representation or warranty, and shall have no liability, to any other party without regard to the validity, enforceability, exercise, use, title or other aspects of such rights-of-way.

Article 7. Indemnification and Limitation of Liabilities

A. The Licensor shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the Licensor; (2) actual or alleged fault or negligence of the Licensor, its officers, employees, agents, subcontractors, independent contractors, and/or representatives; (3) furnishing, performance, or use of any material supplied by Licensor under this Agreement or any product liability claims relating to any material supplied by Licensor under this Agreement; (4) failure of Licensor, its officers, employees, agents, subcontractors, independent contractors, and/or representatives to comply with any term of this Agreement or any applicable local, state, or federal law or regulation, including but not limited to the Occupational Safety Health Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by Licensor or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) actual or alleged fault of Qwest, its officers, employees, agents, and representatives, and, (7) any economic damages that may arise, including damages for delay or other related economic damages that Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the Licensor.

B. If both the Licensor and Qwest are sued as a result of or in connection with the performance of work arising out of this Agreement, the Parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the Licensor. The Licensor shall give Qwest reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon Qwest's request and at Qwest's expense all information and assistance available to the Licensor for such defense subject however, to the provisions of Article 4.E (Division of Costs), including but not limited to the twenty percent (20%) claims handling fee. The Parties shall employ Article 24, Governing Law and Binding Arbitration, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

D. Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a Party's liability to the other for any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

Article 8. Force Majeure (DEC 2002)

A. Either Party shall be excused from its performance if prevented by acts or events beyond the it's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or

military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities ("Force Majeure Event").

B. Licensor and all subcontractors and Other Licensees will not be excused from performing the work under this Agreement in the event of labor strife, or material shortages. The Licensor and all subcontractors and Other Licensees, shall have a contingency plan in place to prevent any such performance conditions.

C. If such Contingency occurs, Qwest may elect:

1. To terminate this entire Agreement; or
2. To terminate already-assigned specific work assignment(s) the Licensor is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
3. To suspend already-assigned specific work assignment(s) the Licensor is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

D. Qwest shall be deemed to have elected Article 12.C.3 above unless written notice of partial or complete termination is given by Qwest after the Contingency occurs. With respect to Qwest's election of Article 12.C.3 above:

1. Qwest shall give the Licensor written notice of the work to be performed by such other party prior to its performance and shall deduct from the Licensor's price the cost of the work or services actually performed by such other parties.
2. The Licensor shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.
3. If appropriate, at Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

Article 9. Bonds

The Licensor shall have the right at any time to require the Licensee to furnish a bond or bonds covering the performance of the Agreement in such form and amount as the Licensor may prescribe and with such surety as it may approve. If the Licensee is unable to qualify for a required bond with an approved surety, the Licensor may terminate this Agreement by giving the Licensee ten (10) calendar days written notice. If the Licensor requires such bond or bonds, the expense shall be separate and in addition to the prices set forth in Article 4 (Division of Costs). The Licensee shall arrange to have such costs billed separately and directly to the Licensor by the surety or sureties.

Article 10. Right to Inspect and Audit

A. Each Party's representative may inspect and audit all work performed and materials furnished by the other Party under this Agreement and may reject any or all such work or materials if they are not in accordance with requirements of the Agreement, including but not limited to safety requirements. The failure of a Party's representative to inspect or reject work or materials shall not be construed as an acceptance of such work or materials by the other Party.

B. Each Party and its subcontractor'(s), including Other Licensees shall maintain accurate and complete records for all charges incurred in connection with each work assignment, including but not limited to M/WBE information as required in Exhibit E, M/WBE Requirements, Definitions, and Assumptions. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. Both Parties reserves the right to inspect and audit said records, without notice, on the other

Party and Subcontractor's and/or other Licensee's premises, during the other Party's, Licensee's and Subcontractor's business hours. The terms of this paragraph shall appear in all of the Licensor's subcontracts.

C. Following an inspection or audit requiring corrective action, the inspecting Party shall provide the other Party with a written description of the corrections required and the date by which such corrections must be made. The inspecting Party performing the inspection must advise the other Party when the corrections are made in order for the inspecting Party to re-inspect the corrected work. The inspecting Party reserves the right to require the other Party to pay the inspecting Party's reasonable expenses associated with re-inspections

Article 11. Assignment of Rights

Except as otherwise provided in this Agreement, neither Party hereto shall assign or otherwise transfer this Agreement or any of its rights or interest hereunder, or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other Party; provided, however, that nothing herein contained shall prevent or limit the right of either Party to, without the other's consent, assign this Agreement to any subsidiary, parent, or affiliate of the Party or to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such merger or consolidation, its rights and obligation hereunder shall pass to, and be acquired and assumed by, purchaser or foreclosure, or a company resulting from a merger or consolidation as the case may be.

Article 12. Payment of Taxes

Each Party shall pay, before delinquency, all taxes and assessments lawfully levied on its own property.

Article 13. Termination

A. Termination for Default. Either Party may terminate this Agreement in the event of a material breach of the terms hereof by the other Party. The breaching Party first will be given written notice of the breach. The written notice shall generally describe the act(s), omission(s), or event(s) constituting the breach. The breaching Party shall have thirty (30) calendar days from the date of receipt of the notice in which to cure the breach. In the event the breaching Party does not cure said breach, the non-breaching Party may terminate this Agreement.

B. Neither Party shall have the opportunity to cure the same type of default occurrence more than once during the term of this Agreement.

C. If either Party defaults in the performance of any work which it is obligated to do under this Agreement at its sole expense, the other Party may elect to do such work, and the Party in default shall reimburse the other Party for the cost thereof.

D. Such termination for cause shall in no way relieve the defaulting Party of its obligations, regarding payment and other matters, which were incurred during the period this Agreement was in force.

E. In the event the non-breaching Party exercises its right to terminate for cause, this Agreement shall be terminated as it concerns the further granting of joint use by either Party, upon sixty (60) days written notice to the other Party. However, notwithstanding such termination, this Agreement shall remain in full force and effect under the terms of this Agreement by the Parties at the time of such termination.

F. Should the Licensor fail to fully cure and remedy any default within thirty (30) calendar days, Qwest shall be entitled to take any action permitted by applicable law, including, but not limited to terminating this Agreement by giving written notice of termination to the Licensor.

G. NOTWITHSTANDING THE LICENSOR'S CURE OF THE DEFAULT, ANY DAMAGES OR EXPENSE INCURRED BY QWEST DUE TO THE DEFAULT OF THE LICENSOR SHALL BE DEDUCTED FROM ANY UNPAID BALANCE DUE OR WHICH MAY BECOME DUE THE LICENSOR UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH QWEST. IF THERE IS NO SUCH UNPAID BALANCE, OR IF ANY DAMAGES OR EXPENSES ARE IN EXCESS OF THE UNPAID BALANCE, THE LICENSOR AGREES TO REIMBURSE QWEST FOR SUCH COST, LESS THE AMOUNT OF ANY UNPAID BALANCE, UPON DEMAND. IF QWEST TERMINATES THIS AGREEMENT UPON THE LICENSOR'S DEFAULT, THE LICENSOR WILL PAY TO QWEST THE DIFFERENCE, IF ANY, BETWEEN THE PRICES NEGOTIATED WITH A REPLACEMENT LICENSOR AND THE LICENSOR'S PRICES UNDER THIS AGREEMENT FOR THE REMAINDER OF THE TERM OF THIS AGREEMENT.

E. This Agreement may be terminated for convenience, by either Party upon three hundred, sixty-five (365) days notice to the other Party. If this Agreement is terminated for convenience, all of the provisions of this Agreement, shall remain in full force and effect with respect to any facilities of Licensee remaining within trenches of the Licensor.

Article 14. Abandonment

A. If Licensor desires at any time to abandon any Joint Trench, it shall give Qwest written notice to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon such Joint Trench. At that time, the Licensor's facilities will be considered abandoned and Qwest assumes no obligations, liabilities, damages, costs, expenses, or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such abandoned facilities of Licensor therein.

B. Qwest may at any time abandon the use of its facilities by giving due notice thereof in writing to Licensor and by removing therefrom any and all Facilities it may have therein, or which may also be abandoned in place. Such notice shall constitute a termination of Qwest's existing Permit for use of such trench. Such abandonment shall not relieve either Party from any liability or obligations that it may have incurred pursuant to this Agreement or through its use of such Joint Trenches(s).

Article 15. Occupational Safety and Health Act

A. The Licensor shall be responsible for its safety, the safety of its employees, its subcontractors, the public, and the worksite in general and shall comply with all applicable provisions of local, state and federal law, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (herein collectively referred to as "the OSH Act"). The Licensor agrees that it shall immediately report serious accidents and/or fatalities to Qwest. The Licensor agrees that it and its subcontractors shall give access to the authorized representatives of Qwest, the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any duties under the OSH Act and the Licensor shall immediately notify Qwest that access has been sought. The Licensor shall be solely responsible for any violation of the OSH Act by it or its subcontractors, shall immediately remedy any condition giving rise to such violations that are within the scope or work of control of Licensor, and shall defend and hold Qwest harmless from any penalty, fine or liability in connection therewith. Upon request of Qwest, the Licensor shall provide Qwest with copies of its written safety plan and procedures and/or written assurances that the Licensor and its subcontractors have a written safety plan in effect and that OSH Act training appropriate for the work has been conducted for the Licensor and its subcontractors, including the requirements as defined in OSHA Excavation Standard, 29 C.F.R. §1926.650(b) for providing a designated "Competent Person," as defined therein, at all work sites, who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to personnel, and who has the authorization to take prompt corrective measures to eliminate such hazards. The responsibilities of the Competent Person are set forth in the aforesaid section of 29 C.F.R. Part 1926, and include but are not limited to the following: Conduct tests for soil classification; determine proper protective systems; recognize and reclassify soil after changing conditions; determine if trench safety equipment is adequate for protection of personnel; conduct air tests for hazardous atmosphere; able to design structural ramps;

ability to locate underground utilities and installations; monitoring water removal equipment and operation of; and performance of daily inspections. The Licensor shall be responsible for coordinating its safety plan with its subcontractors, other contractors and Qwest, where appropriate.

COMPETENT PERSON

Competent Person applies when requested and approved in advance by an authorized Qwest representative, where it is necessary for a contractor to travel to a site location to perform an inspection as detailed in the following paragraphs.

Unit price includes all labor, vehicle and equipment costs necessary to perform a site inspection of open trench by a qualified, competent person as defined in Section 34 of this Agreement. A site inspection will include travel to the site, entering and exiting of trench, examination of applicable soil and trench conditions, and preparation and posting of necessary forms. Unless conditions change, the inspection will be valid for a twenty-four (24) hour period.

This unit will also apply if re-inspection of trench is necessary due to changes in soil or other conditions within the initial twenty-four (24)-hour period.

- B. Qwest reserves the right to shut down a work operation if it finds the Licensor, its employees, or subcontractors performing work in a manner that imposes imminent danger to the workers, the job site, the public, and/or Qwest property. If such action by Qwest to correct unsafe work by the Licensor causes a delay on the completion date, the Licensor may be subject to liquidated damages.
- C. This Article shall appear in all of the Licensor's subcontracts.

Article 16. Hazardous/Toxic Waste

- A. "Hazardous Materials" means any hazardous, radioactive, or toxic substance, material, or waste defined or regulated as such in or under any environmental, health or safety law including without limitation asbestos, and those hazardous materials, substances, and wastes defined by the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA"), or the Nuclear Regulatory Commission ("NRC"). Each Party hereto will be responsible for its compliance with all such applicable laws, including but not limited to those laws referred in this Article 19.
- B. In connection with its activities under this Agreement and all work under this Agreement, the Licensor shall comply with all applicable provisions of The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901. et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. §§ 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980(42 U.S.C. §§ 9601 et seq.), the Occupational Safety and Health Act of 1970 (the "OSH Act"), and any other applicable federal, state, and local laws and regulations governing Hazardous Materials or safety.
- C. The Licensor of a given Joint Trench, at time of disposal, shall bear the full cost of any special disposal procedures, except that where a Party takes Licensorship pursuant to abandonment by the other Party, the new Licensor shall bear such costs only if it has given notice in writing to the abandoning Party that it intends to maintain said Joint Trench or if it maintained facilities in the Joint Trench for a period exceeding sixty (60) calendar days from the date on which it acquired title by abandonment under this Agreement. For purposes of this Article, such sixty (60) day period for transfer of Qwest's facilities shall commence upon transfer or removal of facilities owned by third parties licensed by the Licensor.
- D. The Parties will immediately notify the each other of the discovery of any hazardous material or substance previously undisclosed to the other. To the extent applicable, the Parties shall furnish each other with Material Safety Data Sheets that comply with the requirements of the OSHA Hazard Communication Standard (29 C.F.R. §§ 1910.1200), as amended, for any materials furnished under the Agreement.

E. Licensor shall defend, indemnify and hold harmless Qwest for any loss, damage, liability, claim, demand or any penalty, including costs, expenses and reasonable attorney's fees, assessed against Qwest that may be sustained by reason of Licensor's failure to comply with any rules, regulations, or laws governing hazardous materials and/or substances, including, but not limited to, those enumerated herein. Licensor shall own and properly dispose of any Hazardous Materials that it introduces to its property, Licensor's Joint Trench, etc.

F. Qwest shall defend, indemnify and hold harmless Licensor for any loss, damage, liability, claim, demand or any penalty, including costs, expenses and reasonable attorney's fees, assessed against Licensor that may be sustained by reason of Qwest's failure to comply with any rules, regulations, or laws governing hazardous materials and/or substances, including, but not limited to, those enumerated herein. Qwest shall own and properly dispose of any Hazardous Materials that it introduces to the Licensor's property, Licensor's Joint Trench, etc.

Article 17. Expression of Parties' Bargain and Understanding.

This Agreement, this Agreement's JFCs, Change Orders, Exhibits, Notices, all applicable Practices, and any Amendments to this Agreement (collectively hereinafter the "Agreement") represent the entire expression of the Parties' bargain and agreement for work to be performed by the Parties', and are a final, complete, and exclusive statement of the terms of the Parties' agreement, and supersede and terminate any prior agreement, understanding, or representation between the Parties, either written or oral. This Agreement's Exhibits are as follows:

Exhibit A, "Geographic Area";
Exhibit B, "Joint Facilities Contract/Order (JFC)";
Exhibit C, "Schedule of Prices for Licensor and Joint User(s)";
Exhibit D, "Obligations of Government Contractors"; and
Exhibit E, "Qwest Supplier Diversity Subcontract Took Kit";
Exhibit F, "Environmental Guidelines and Regulations for Right-of-Way Contracted Services."

Article 18. Service of Notices

A. Any notice herein, to be given by either Party to the other for Joint Trench contacts or daily operations shall be in writing and given by letter or by completed form, acceptable to both Parties, mailed, by electronic methods or by personal delivery to the other Party at its local district office as addressed below, as the case may be, or to such other office as either Party may designate in writing for that purpose.

B. Any notice under this Agreement, for administration or annual billing, shall be in writing and given by personal delivery, by electronic methods (with confirmation), or by United States mail, postage prepaid, addressed as follows:

To the Licensor: (owner of trench)
Attention:
Dan Goetz
P.O. Box 769, Utility Parkway, Cedar Falls, Iowa 50613
dgoetz@cfunet.net

To Qwest: (joint user)
Attention:
Kirby J. Underberg
615 3rd Ave SE, Cedar Rapids, Iowa 52401
Kirby.Underberg@qwest.com

Article 19. Insurance

The Parties shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, to protect the other Party from and against all claims, demands, causes of actions, judgments, costs (including attorney's fees), expenses, and liabilities of insurable kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in this Agreement. Such insurance shall be at least for the following minimum amounts: For liability due to property damage, not less than \$500,000 per occurrence and \$1,000,000 aggregate and for liability due to injury or death of persons, not less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.

Licensor shall submit to Qwest certificates of insurance for at least the amounts specified above and shall not cancel or change any such policy without at least thirty (30) calendar days advanced written notice to Qwest. Such proof of insurance shall be effective and received by Qwest before any facilities are placed in Joint Trenches. In the event that Licensor fails to maintain the required insurance, Qwest may acquire such insurance on Licensor's behalf and Licensor shall reimburse Qwest for any such premium paid.

Article 20. Governing Law and Binding Arbitration

A. This Agreement and work performed under this Agreement shall be governed by and interpreted or construed in accordance with the laws of the state in which the Joint Trench facilities reside. Venue and jurisdiction shall be in such state.

B. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity hereof, that has not been resolved by negotiation shall be settled by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 *et seq.* The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the Parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. In the event the Parties cannot reach agreement on the selection of an arbitrator, either Party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other Party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the Party's claims to permit the other Party to understand the claims and identify witnesses and relevant documents.

C. The arbitrator may, upon good cause shown, expand the discovery permitted by the JAMS rules and extend any applicable deadlines. The arbitrator may decide a motion for summary disposition of claims or issues, either by agreement of all interested parties or at the request of one party, provided other interested parties have reasonable notice to respond to the request. The arbitrator shall not have the authority to determine claims over which a regulatory agency has exclusive jurisdiction. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. The arbitrator shall issue an award no later than sixty (60) days after the commencement of the arbitration hearing unless the Parties agree otherwise. Each Party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area.

D. Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

E. The Parties agree to keep all disputes arising under this Agreement confidential except as necessary in connection with a judicial challenge to or enforcement of an award or unless otherwise required by law or judicial decision. The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

Article 21. Confidential Information

A. Confidential Information means all technical or business information not generally known which is used or is useful in the conduct of Company's and Contractor's business, or which confers

or tends to confer a competitive advantage over one who does not possess the information. Confidential Information includes but is not limited to third party information, furnished, in whatever tangible form or medium, or disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), the terms and conditions of this Agreement, location of the Company's facilities, pricing and rates, peering arrangements, telecommunications services, documents, notes, data, strategies or plans, drawings, specifications, know-how, trade secrets, intellectual properties, prototypes, computer software and firmware, models, financial data, personnel statistics, Work Orders, Buried Service Wire - Work Orders, Change Orders, or any other communication reasonably related to the performance of this Agreement which the Receiving Party receives from the Disclosing Party in documents or other tangible materials ("Confidential Information").

B. Any Confidential Information will remain the property of the Disclosing Party.

C. The Receiving Party will not reproduce, publish, or disclose Confidential Information to a third party, or use it for any purpose other than performance of this Agreement, including but not limited to use in damage claims except as may be required by law, regulation, or court or agency order or demand, and then only after prompt prior notification to the other Party of such required disclosure. On request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information. The Receiving Party will take all reasonable precautions, including but not limited to: informing its employees, agents, or subcontractors of the need to protect the Confidential Information; if requested by the Disclosing Party, requiring its employees, agents, and subcontractors to execute a nondisclosure agreement acceptable to the Disclosing Party; and limiting access to Confidential Information to the Receiving Party's employees, agents, and subcontractors with a need to know.

D. Prior to any disclosure which is permitted pursuant to subsection 25.C, the Receiving Party shall (if practicable) give prior notice thereof to, and consult with, the other Party. If the Disclosing Party so directs, the receiving Party shall exercise its reasonable best efforts to obtain a protective order or other appropriate remedy at the Disclosing Party's reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver from the Disclosing Party, the Receiving Party shall disclose only that portion of the Confidential Information which falls within the scope of subsection 25.C, and shall exercise its reasonable best efforts to obtain reliable assurances that confidential treatment shall be accorded to such Confidential Information.

E. The obligations of the Parties under this Article will survive termination or expiration of this Agreement and will bind the Parties, their successors, and assigns.

Article 22. No Warranties

EXCEPT AS EXPRESSLY REPRESENTED, WARRANTED OR COVENANTED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 23. Prohibited Relationships and Gratuities

Each Party represents, warrants and covenants that no officer, employee or agent of the other Party has been or will be employed, retained, paid a fee or otherwise receive personal compensation or consideration from any of the other Party's officers, employees, agents, or immediate family members in connection with obtaining, arranging or negotiating this Agreement. The exchange or offering of any non de minimus gift, personal service, or unusual hospitality (hereinafter "Gratuities"), by one Party of this Agreement to the other is expressly prohibited. Each Party further warrants and covenants that no collusive arrangements have been made with other contractors or persons bearing in any way upon this Agreement or any work hereunder. Either Party may, by written notice, terminate such work, or part thereof, or if appropriate, terminate this entire Agreement if it is found that gratuities are offered or have been given in connection with the execution of this Agreement or work hereunder.

Article 24. Lawfulness

This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Joint Trench(s) is/are located.

Article 25. Severability

In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

Article 26. Waiver of Terms or Conditions

Failure to enforce or exercise any term of this Agreement or failure to exercise any option, right or privilege on any occasion or through the course of dealing, shall not be construed to be a waiver of the term, option, right or privilege by either Party. For any waiver to be binding it shall be made in writing and signed by both Parties.

Article 27. Advertising; Publicity

Notwithstanding anything to the contrary, Licensor may not make any disclosure to any other person or any public announcement or press release regarding this Agreement or any relation between Licensor and Qwest, without the prior written consent of Qwest Senior Vice-President of Corporate Communications. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if Licensor violates this provision.

Article 28. Headings not Controlling

The headings of the several Articles and of the Exhibits are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Article 29. Compliance with the Agreement

The Parties hereby admit having read each and every clause of this Agreement and hereby agree to comply with all the terms, covenants and agreements set forth herein. This Agreement in its printed form constitutes the entire understanding between Licensor and Qwest with respect to the agreement between the Parties provided herein and supersedes any prior agreements or understandings. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate.

The Municipal Electric Utility of the
City of Cedar Falls Iowa

Qwest Corporation

Signature
Jim Kreig

Typed Name
General Manager

Title
8/8/03

Date:

Signature
Robert E. Lopez

Typed Name
V.P. - Eng. and Constr. Staff

Title
7/2/03

Date

EXHIBIT A
Geographic Area

Cedar Falls, Iowa and the surrounding electric service territory

EXHIBIT B
Joint Facilities Work Order

EXHIBIT C
Schedule of Prices for Licensor and Joint User(s)

**EXHIBIT C
SCHEDULE OF PRICES
State: IOWA Zones: All**

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SCHEDULE OF PRICES
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1000 - CONTRACTOR'S PRICES

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1101 - TYPE OF PRICING

1. The cost of the work assigned will be calculated using the applicable unit price items, as contained in this Schedule of Prices.
2. When the work to be performed is not described in the unit components of the Schedule of Prices, the Company and the Contractor may negotiate a rate or lump sum cost for the work.
3. The Company reserves the right to competitively bid any and all types of work at its discretion.

1200 - ADMINISTRATION OF THE WORK

1201 - UNIT PRICES

1. The work shall be performed per the specifications described in the Contract and under the unit components describing the work. When in the performance of the work, extra work arises and is defined in the unit components, said extra work shall be paid, with advance approval of the Company representative, as specified in the unit prices.
2. The unit prices include the costs for all labor, equipment, tools, vehicles, standard work area protection, set-up/breakdown for the work operation, and the time required to perform unit priced functions except as noted.
3. Standard work area protection shall be defined as 6 ea. 4' x 4' warning signs and 12 reflective cones or barricades. When authorized in advance and at the Company's discretion the Company may pay the Contractor per the 6000 Section of the Schedule of Prices or reimburse the actual cost of any additional barricading required by municipalities to assist with traffic control, or to improve overall safety i.e. flaggers, police officers, flashing barricades, arrow boards, etc.
4. All applicable taxes shall be billed as a separate item on the invoice and shall **not** be included in the unit prices.

1203 - DELAYS TO THE WORK OPERATION

1. When in the course of performing the work a delay is caused by the Company, resulting in hold up time for the Contractor, an "Extra" allowance may be paid with advance approval by the Company representative. Said "Extra" allowance shall only apply when it is not possible for the Contractor to move to another location on the particular work assignment or the Company representative determines that the Contractor shall not move and that the "Extra" allowance shall be paid. The "Extra" allowance may be paid by the Company for change in plans and Right of Way delays.
2. When other incidences occur which cause delays to the Contractor, e.g. buildings or stored materials are in an area where trench work is planned, compensation may be made for these delays when mutually agreed to in advance by the Company and Contractor representatives.
3. When a delay is caused by the Contractor resulting in expenses to the Company, the Company shall have the right to recover from the Contractor any additional expense or cost it may have incurred.

SCHEDULE OF PRICES

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2400 - BURIED CABLE PLACEMENT

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u># OF FACILITIES</u>	<u>UNIT</u>	<u>AMOUNT</u>
2405	Buried Service Wire placed in trench	1	EACH	\$ 75.00
2406	Additional BSW placed in trench		EACH	\$ 15.00
2421	Trench, Place And Backfill Cable/Fiber/ Innerduct	1	TR. FT.	\$ NA
2422	Trench, Place And Backfill Cable/Fiber/ Innerduct	2	TR. FT.	\$ NA
2423	Trench, Place And Backfill Cable/Fiber/ Innerduct	3	TR. FT.	\$ NA
2424	Trench, Place And Backfill Cable/Fiber/ Innerduct	4	TR. FT.	\$ NA
2425	Additional Cable/Fiber/ Innerduct		TR. FT.	\$ NA
2430	Trench, Place And Backfill Conduit	1	TR. FT.	\$ NA
2431	Trench, Place And Backfill Conduit	2	TR. FT.	\$ NA
2432	Trench, Place And Backfill Conduit	3	TR. FT.	\$ NA
2433	Trench, Place And Backfill Conduit	4	TR. FT.	\$ NA
2434	Additional Conduit		TR. FT.	\$ NA
2440	Hand Digging - 30 Inch Or Less Cover	1	TR. FT.	\$ NA
2441	Hand Digging - 30 Inch Or Less Cover	2	TR. FT.	\$ NA
2442	Hand Digging - 30 Inch Or Less Cover	3	TR. FT.	\$ NA
2443	Hand Digging - 30 Inch Or Less Cover	4	TR. FT.	\$ NA
2445	Hand Digging Over 30 Inch Cover	1	TR. FT.	\$ NA
2446	Hand Digging Over 30 Inch Cover Cable	2	TR. FT.	\$ NA
2447	Hand Digging Over 30 Inch Cover	3	TR. FT.	\$ NA
2448	Hand Digging Over 30 Inch Cover	4	TR. FT.	\$ NA

2400 - BURIED PLACEMENT DESCRIPTIONS

2405 – 2406 - BURIED SERVICE WIRE DESCRIPTOR AND EXPLANATION OF UNIT

2405 – BURIED SERVICE WIRE PLACED IN TRENCH

- When power pedestal is within (15) feet of telecommunications pedestal, A single Qwest Buried Service Wire ("BSW") will be placed by The Municipal Electric Utility of the City of Cedar Falls Iowa (hereinafter called "Contractor") in an excavated trench at a minimum of twenty-four (24) inches of cover. The unit price shall include mobilization, plowing, trenching, hand digging or equivalent, removal and replacement of existing sod, and backfilling.
- The BSW is to be placed in the Qwest pedestal with enough length to go to the top of pedestal and then back to the bottom. The BSW at the dwelling will have a 10' coil secured to the electric riser. The BSW will be brought into the pedestal through the front and not into the main body of the pedestal. Price does not include terminations on either end.
- Contractor shall assume responsibility to locate other underground utilities prior to excavation.
- Contractor shall excavate the service trench to a depth of (24") or greater. Contractor shall backfill the trench using standard construction practices and shall warrant the stability of the backfill for a period of two (2) years.
- Construction activities shall be conducted in accordance with applicable laws and industry codes, including the National Electric Code (NEC), the National Electric Safety Code (NECS), the regulations of OSH Act, and any additional standard construction practices, as agreed to in writing by both Qwest and The Municipal Electric Utility of the City of Cedar Falls Iowa.

SCHEDULE OF PRICES
EXHIBIT C

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6. This Agreement in no way prohibits the Contractor from installing other facilities, eg. Cable TV, other telecommunications, in joint service trench as long as they do not interfere with Contractor and Qwest activities.

2406 – ADDITIONAL BURIED SERVICE WIRE PLACED IN TRENCH

1. Unit price includes placing an additional BSW, regardless of method used, at the same time a primary BSW is being placed.

2421-2434 - WORK OPERATIONS FOR BURIED CABLE PLACEMENT

The unit items for buried cable include the following work operations:

A. EXCAVATION, SHORING, STANDARD WORK AREA PROTECTION, BACKFILL, DISPOSAL, AND COMPACTION

1. The term "buried cable" shall be defined as any cable (single, multiple paired, fiber, direct buried innerduct, or extruded duct with fiber).
2. These work operations shall be performed in all types of earth conditions and through unlandscaped, landscaped, and paved surfaces.
3. All unit prices are based on unpaved conditions. Cutting and restoral of paved surfaces will be negotiated.
4. The unit prices for placing "buried cable" trenching, hand digging, or equivalent method of placement. Operations requiring the crossing of or detours around obstructions such as underground utilities, drainage or irrigation ditches, marshes, trees, bushes, and property markers are included in the unit price i.e. potholing to locate other utilities.
5. Extruded duct with cable or fiber shall be considered a single facility.
6. The unit prices for "buried cable" are priced as trench footage. Trench off-sets for closure placement are paid by trench foot with the placement of cable loops (both sides) included in the unit price.
7. All work operations shall include standard work area protection.
8. Placement includes: facility installed in new and existing closures or cabinets or into buildings; marker posts and/or signs, warning ribbon, tracer wire (where required), and ground wire.
9. All shoring shall be in compliance with all Company, Federal, State or Local regulations and shall be provided by the Contractor. Any shoring items shall be negotiated items.
10. All backfill shall be free of frozen material. Backfill and compaction shall be in compliance with all Company, Federal, State or Local regulations.
11. The material displaced by the Company's plant shall be disposed of by the Contractor. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations. The costs of disposal will be included in the unit prices.

SCHEDULE OF PRICES

EXHIBIT C

12. Cable shall be placed at the depth as specified by the unit(s) priced to perform the actual placement/installation. All cables/ducts require a minimum of 24" cover. Exceptions shall be approved in advance by the Company representative and documented on an As-Built drawing with the exact locations(s) and specific reason(s) for the deviations.

13. Unit price includes a 1 foot separation between facilities for all placements, utilizing sand, dirt, or other material that are void of rock.

14. Contractor shall assume responsibility to locate other underground utilities prior to excavation.

B. EXCEPTIONS

1. Excavation in solid rock or frost where the frost line exceeds 6" shall **not** be included in the unit prices. These operations shall be completed and paid for as described in the 5000 Section of this Schedule of Prices.

2. The cutting of paved surfaces shall **not** be included in the unit prices for plowing or trenching. This operation shall be negotiated.

4. Material shall be paid for in accordance with the 7000 Section of this Schedule of Prices.

7. **No** additional cost shall be paid for paralleling existing plant.

9. Cabinets, closures/pedestals, load coils and/or repeaters shall **not** be included in the unit price. Payment will be made per Section 2500 of the Schedule of Prices.

2425 & 2434 - ADDITIONAL CABLE(S)/CONDUITS(S)

1. Unit price includes placement of additional cable(s) or conduit(s) in an excavation.

2. When conduit(s) is placed with cable(s) on a cable placement job, payment will be made per Item Numbers 2401-2430 for the cable trench. Additional conduit(s) will be paid per Item Number 2437 & 2438.

3. When cable(s) is placed with conduit(s) on a conduit placement job, payment will be made per Item Numbers 2221-2246 for the conduit placement and the additional cable(s) per Item Number 2435 & 2436.

4. Extruded duct with cable or fiber shall be considered a single facility.

2440-2448 - HAND DIGGING

Unit prices for hand digging shall include removal and replacement of existing ground cover, i.e. sod, bark, rock and other types of decorative landscaping. If additional material(s) is required it shall be paid for under the 7000 Section of this Schedule of Prices. Also included is the excavation/backfill of the trench, and the placement of cable(s), conduit(s) into designated location(s). The depth of the trench shall be specified by the Company and shall remain uniform for the length of the trench. All backfill, compaction, and restoral shall conform with local, municipal and/or governmental agency(s) specifications and requirements.

2500 - ASSOCIATED WORK

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>
2510	2" BARE HOLE	LIN. FT.	\$ _____ NA
2511	3" BARE HOLE	LIN. FT.	\$ _____ NA
2512	4" BARE HOLE	LIN. FT.	\$ _____ NA
2513	5" BARE HOLE	LIN. FT.	\$ _____ NA

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2514	6" BARE HOLE	LIN. FT.	\$	NA
2515	7" BARE HOLE	LIN. FT.	\$	NA
2516	8" BARE HOLE	LIN. FT.	\$	NA

ITEM NUMBER	ITEM	UNIT	AMOUNT		
			A DIG AND BACKFILL	B DIG ONLY	C BACKFILL ONLY
2541	PIT (DIRT 3'X3'X3') W/O SHORING	EACH	\$ NA	\$ NA	\$ NA
2543	PIT (DIRT 6'X5'X4') W/O SHORING	EACH	\$ NA	\$ NA	\$ NA
2545	PIT (DIRT 8'X6'X4') W/O SHORING	EACH	\$ NA	\$ NA	\$ NA
2547	PIT (DIRT 6'X5'X4') WITH SHORING	EACH	\$ NA	\$ NA	\$ NA
2549	PIT (DIRT 8'X6'X4') WITH SHORING	EACH	\$ NA	\$ NA	\$ NA

ITEM NUMBER	ITEM	UNIT	AMOUNT
2550	ADDITIONAL EXCAVATION	PER CUBIC YARD	\$ NA

ITEM NUMBER	ITEM	UNIT	AMOUNT
2560	REPLACEMENT OF CLOSURES – EXISTING	EACH	\$ NA
2562	PLACEMENT OF CLOSURES AND STENCIL – NEW	EACH	\$ NA
2564	REPLACEMENT OF CLOSURES - EXISTING - UP 1248	EACH	\$ NA
2565	PLACEMENT OF CLOSURES AND STENCIL - NEW - UP 1248	EACH	\$ NA
2566	PLACEMENT OF 40 TYPE CABINETS AND STENCIL – NEW	EACH	\$ NA
2568	PRECAST CONCRETE BASE	EACH	\$ NA
2570	CAST-IN-PLACE BASE	SQ. FT.	\$ NA

2500 - ASSOCIATED WORK DESCRIPTORS

2510-2516 - AUGERING, PUSHING, BORING AND JACKING

1. Augering, pushing, boring, and jacking operations are separated into units that describe the resultant bare hole diameter provided with a choice of boring method agreed to in advance by the Company and Contractor representatives. The hole will be of Company specified diameter and of sufficient length to accomplish the desired placement operation. Ingress and egress pit excavation, backfill, and compaction are included in the unit prices.
2. The unit price includes incidental hand digging and placing the facilities, regardless of the number, in the resulting hole. Facilities will be defined as plastic conduit, cable (all types), poly rope, pulling-in wire or tracer wire, etc.
3. All work operations shall include standard work area protection.
4. The bare hole will be the proper size for the placement of the specific facility, (i.e. 4" plastic conduit requires a 5" bare hole).
5. Operations will be to standard cable depths or as specified by permits, Federal, State, City, or County regulation. All operations shall be billed on a cost per foot basis, based on the length of the horizontal distance of the hole.
6. All materials such as BIP, GIP and PC, couplings, collars, etc., will be provided by the Company.
7. Potholing will be included in the unit price regardless of method used. All restoration and materials are included in the unit price.

8. Excavation in solid rock or frost where the frost line exceeds 6" shall **not** be included in the unit price. These operations shall be completed and paid for as described in the 5000 Section of this Schedule of Prices or negotiated.

2540-2549 - PITS - DIG AND BACKFILL

1. Unit price(s) includes excavation (i.e. hand digging, backhoe, etc.), backfill, shoring, compaction, and work area protection. Work area protection for pit work shall be defined as; standard work area protection plus warning ribbon, setup, breakdown, and labor and equipment for hauling to and from job site.

2. The Contractor is responsible for work area protection during the performance of the work operation (digging and/or backfilling pit). Responsibility and payment for the work area protection should be transferred by the Contractor to the Company when the work operation is complete. The Contractor representative must notify the Company representative when barricades are transferred.

3. When it becomes necessary to plate or open a pit location that has been plated the associated costs will be negotiated.

4. When shoring is required, the Contractor shall provide/place shoring in accordance with OSHA requirements. The Contractor is responsible for the cost of the shoring for 48 hours after placement. If after 48 hours the Company determines that the shoring should remain and notifies the Contractor, the shoring cost becomes the responsibility of the Company. When the Company has completed their work operations and has notified the Contractor that the shoring is ready to be removed, the Contractor shall remove the shoring and backfill the pit. If after 48 hours the Company determines that the shoring should be removed and the Contractor is notified, the Contractor shall remove the shoring and ensure appropriate work area protection is in place. Any costs associated with replacing the shoring will be negotiated. Once the Contractor has placed the shoring per OSHA requirements, the Company assumes the responsibility of continued OSHA compliance. The Company may request the Contractor to provide a "competent person" to assure compliance. Any costs associated with the Contractor providing a "competent person" will be negotiated.

5. Excavation in solid rock or frost where the frost line exceeds 6" shall **not** be included in the unit price. These operations shall be completed and paid for as described in the 5000 Section of this Schedule of Prices.

6. Pits requiring additional excavation will be approved in advance by the Company representative and paid for per Item Number 2550.

7. Pits requiring cutting, removal, and restoration of concrete will be negotiated.

2550 - ADDITIONAL EXCAVATION FOR PITS

Unit price includes additional excavation for pits, when approved in advance by the Company representative. This is paid for per cubic yard and is intended for use when non standard sized pit excavation is required or larger than standard size pit excavation is required. Prices include excavation and backfill.

2560-2562 - CLOSURES PLACE AND REPLACE

2560 - Unit price includes the excavation for and replacement of closures, up to 12"x12" or equivalent, that do not require a base. The handling and exposing of existing cables, removal of old closures, backfilling and restoration (including restoration material costs) will be included in the unit prices. This includes placement of dirt and pea gravel per Company specifications.

2562 - Unit price includes the placement of closures, up to 12"x12" or equivalent, that do not require a base. The handling of cables, backfilling, and stenciling will be included in the unit prices. This includes placement of dirt and pea gravel per Company specifications.

SCHEDULE OF PRICES

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2564-2565 - CLOSURES PLACE AND REPLACE - UP TYPE

2564 - Unit price includes the excavation for and replacement of closures, UP 1248 type or equivalent, that do not require a base. The handling and exposing of existing cables, removal of old closures, backfilling and restoration (including restoration material costs) will be included in the unit prices. This includes placement of dirt and pea gravel per Company specifications.

2565 - Unit price includes the placement of closures, UP 1248 type or equivalent, that do not require a base. The handling of cables, backfilling, and stenciling will be included in the unit prices. This includes placement of dirt and pea gravel per Company specifications.

2566 - CABINETS PLACEMENT

Unit price includes the excavation for and placement of the cabinet with frame and the handling of cable ends or loops in the cabinet for 40 type cabinets. Backfilling and stenciling will be included in the unit price. The concrete base shall be paid per Item Number 2568 or 2570.

2568 - PLACEMENT OF PRECAST CONCRETE BASES

1. Unit price(s) for precast base includes: excavation, handling and setting of precast base(s), and associated hardware and conduit bends. Other material items (inserts for bolts, etc.) required to secure the closure or cabinet to the base shall be paid for and provided by the Contractor.

2. The installation of precast concrete bases includes the basic site preparation, (i.e. required excavation and/or leveling/grading, and filling the area where the foundation will be placed). Sites requiring retaining walls or excessive fill shall be negotiated in advance with the Company representative.

2570 - PLACEMENT OF CAST-IN-PLACE CONCRETE BASES

1. Unit price(s) for cast-in-place base includes the excavation for and placement of up to 6" concrete (2500 psi, 3" slump, 3/4" to 1 1/2" aggregate, Type 1 or Type 3 concrete), forms for the base, and finishing the concrete. Other material items (inserts for bolts, etc.) required to secure the closure or cabinet to the base shall be provided by the Contractor. Material will be paid per Section 7000.

2. The installation of cast-in-place concrete bases includes the basic site preparation, (i.e. required excavation and/or leveling/grading and filling the area where the foundation will be placed). Sites requiring retaining walls or excessive fill shall be negotiated in advance with the Company representative.

OPEN TRENCH ACTIVITIES

<u>Item Number</u>	<u>Item</u>	<u># of Facilities</u>	<u>Unit</u>	<u>Amount</u>
2601	Cable/Fiber/ Innerduct Installed In Open Trench	1	Tr. Ft. \$	NA
2602	Cable/Fiber/ Innerduct. Installed In Open Trench	2	Tr. Ft. \$	NA
2603	Cable/Fiber/ Innerduct Installed In Open Trench	3	Tr. Ft. \$	NA
2604	Cable/Fiber/ Innerduct Installed In Open Trench	4	Tr. Ft. \$	NA
2610	Conduit Placed In Open Trench	1	Tr. Ft. \$	NA
2611	Conduit Placed In Open Trench	2	Tr. Ft. \$	NA
2612	Conduit Placed In Open Trench	3	Tr. Ft. \$	NA
2613	Conduit Placed In Open Trench	4	Tr. Ft. \$	NA
2615	Shading Facility With A Minimum Of 6" Of Select Backfill Material		Tr. Ft. \$	NA
2616	Backfill Of Trench Dug By Others Up To 36 "		Tr. Ft. \$	NA
2617	Additional Conduit In Open Trench		Tr. Ft. \$	NA
2618	Additional Cable/Fiber/ Innerduct In Open Trench		Tr. Ft. \$	NA

EXHIBIT C

2601-2613 -PLACEMENT OF WIRE, CABLE, FIBER AND CONDUIT/EXTRUDED DUCT IN OPEN TRENCH

1. Unit price includes placement of all types and sizes of communications cables, wire, conduit/extruded/flexible duct or fiber cables designed for direct buried applications.
2. Placement may include: closure to closure, closure to property line, closure to house or building foundation.
3. Included in the unit price is the placement of closures, wire boxes, ground wire, tracer wire, warning ribbon and marker posts. When extensive hand digging is required for closure, etc. placements, the Contractor must contact the Company representative to negotiate compensation.
4. The 15' hand dig minimum does not apply for open trench work.
5. A pulling-in wire, tracer wire, or poly rope shall be placed in all new conduit/flexible duct structures. The pulling-in wire, tracer wire or poly rope shall be in one piece (not spliced) and free of kinks. It shall be securely fastened at both ends
6. The Contractor is responsible for making a call to the Developer/Company representative to verify open trench availability before dispatching crews.

2615 - SHADING

Unit price includes placing sand, dirt, or other material that is void of rock over the Facility, after the facility has been installed in the trench. This is a requirement in rocky terrain, intended to protect the cable from damage during backfill operations. The Company will specify the type of material to be placed. The cost of the material will be paid for by the Company.

2616- BACKFILL

Unit price includes the backfill of a trench up to 36" deep that has been opened by another party.

2617-2618 - ADDITIONAL CABLES ETC.

1. Unit price includes the placement of additional cable(s), conduit(s), wire(s), extruded/flex duct(s) in open trench.
2. Extruded duct with cable shall be considered a single facility.

5400 - ROCK EXCAVATION

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>A</u> Type A <u>AMOUNT</u>	<u>B</u> Type B <u>AMOUNT</u>	<u>C</u> Type C <u>AMOUNT</u>
5410	ROCK UP TO 6"	LIN. FT.	\$ NA	\$ NA	\$ NA
5411	ROCK UP TO 12"	LIN. FT.	\$ NA	\$ NA	\$ NA
5412	ROCK UP TO 18"	LIN. FT.	\$ NA	\$ NA	\$ NA
5413	ROCK UP TO 24"	LIN. FT.	\$ NA	\$ NA	\$ NA
5414	ROCK UP TO 30"	LIN. FT.	\$ NA	\$ NA	\$ NA
5415	ROCK UP TO 36"	LIN. FT.	\$ NA	\$ NA	\$ NA
5416	ROCK UP TO 48"	LIN. FT.	\$ NA	\$ NA	\$ NA

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>
5417	ROCK EXCAVATION	CU. YD.	\$ _____ NA

5400 - ROCK EXCAVATION DESCRIPTORS

5410-5417 - ROCK EXCAVATION

The unit price(s) for rock excavation include:

1. When it is determined that the work will involve the excavation of rock, the Company representative shall be notified. The Company and the Contractor representatives will jointly survey conditions to determine the construction method(s) necessary to most efficiently perform the excavation work. Terrain, rock conditions, types of facility(s) being installed and existing utilities shall all be taken into consideration, along with any other conditions unique to the area and the Work Order.
2. Once an agreement has been reached, compensation shall be made based on one of the following removal methods: Payment for rock excavation is considered a premium payment to be added to any other applicable excavation or construction charges.

ROCK REMOVAL METHODS

Type A - Rock requiring the use of highly specialized equipment, such as a Jetco or Tesmic (T1000) rock cutter (or equivalent), or trackhoes equipped with oversized hydro hammers and/or rock drills. Basically, equipment in this category is considered to be very high cost and the best available in the market place. By definition, Type A rock is considered some of the most difficult rock that can be encountered with excavation equipment. Unit does **not** include BSW.

Type B - Rock conditions that can be fractured, chipped and removed with typical construction equipment, such as Case 580, 680, etc., equipped with compatible hydro hammers. Broken/dislodged rocks can then be extracted with the appropriate size backhoe bucket, trackhoe or similar type of equipment. Unit does **not** include BSW.

Type C - Rock that can be trenched with typical construction equipment, such as a Vermeer, Ditch Witch, etc., equipped with carbide (or equivalent) trencher chains. There is a large variety of rock in the Type C category, including but not limited to sandstone, red lava, conglomerate, etc. These units cover rock excavation for BSW, cable, conduit, etc.

Payment for Type A, B or C rock conditions and removal and disposal of any materials shall always be authorized by the Company representative prior to the work being performed. The Company representative shall also be notified in advance if the type of rock conditions change during the actual excavation process. Furthermore, the Contractor will only be paid for the excavation specified by the Company representative. Any adjustments in the depth of the excavation shall be the decision of the Company representative and shall be recorded on the appropriate Company records and billing documents. In the event there is any disagreement as to the type of rock condition(s) encountered and/or the proposed method of excavation required, the Company's Contract Manager will make the final decision and the Contractor shall abide by that decision. All rock trenching work in excess of 48" in depth will be negotiated. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations.

SPECIAL INSTALLATION PROVISIONS

1. To adequately protect the facility(s) being installed from rock or backfill damage, material such as sand, concrete or equivalent may be required as part of the installation process. The placement of such material(s) generally takes place before and after the installation of the facility(s). The Company representative is responsible for specifying when, where and what type of material(s) are to be used for providing this protection. All backfill shall conform with local, municipal and/or governmental agency(s) specifications and requirements.

SCHEDULE OF PRICES

EXHIBIT C

- 2. If select backfill is required and approved in advance by the Company representative the disposal of the surplus material will negotiated. The material costs shall be billed separately as described in the 7000 Section of this Schedule of Prices. No additional compensation for placement of select backfill material will be paid.

BLASTING

When the Contractor determines that it is necessary to use blasting to dislodge or fracture solid rock, the Company and Contractor representatives will agree in advance on the approximate number of cubic yards of excess material to be removed. Payment for removal will be negotiated. Prior to starting any work operations relating to blasting, the Contractor shall obtain all required permits and authorization(s) and will use a fully licensed/certified specialist to perform the actual blasting work. Payment for blasting will be negotiated and agreed to in advance.

5417 - ROCK EXCAVATION/CUBIC YARD

- 1. Rock excavation by the cubic yard generally involves the placement of large structures such as hand holes, manholes, etc. The Company and Contractor representatives shall agree in advance to all proposed work to be performed and paid by the cubic yard. Disposal of excavated material(s) in excess of the amount displaced by the Company's plant will **not** be included in the unit prices. This operation shall negotiated. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations.
- 2. The select material costs shall be billed separately as described in the 7000 Section of this Schedule of Prices. No additional compensation for placement of select backfill material will be paid.

5500 - FROST EXCAVATION

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>
5510	OVER 6" UP TO 12" DEPTH OF FROST	TR. FT.	\$ NA
5511	OVER 6" UP TO 18" DEPTH OF FROST	TR. FT.	\$ NA
5512	OVER 6" UP TO 24" DEPTH OF FROST	TR. FT.	\$ NA
5513	OVER 6" UP TO 30" DEPTH OF FROST	TR. FT.	\$ NA
5514	OVER 6" UP TO 36" DEPTH OF FROST	TR. FT.	\$ NA
5515	FROST EXCAVATION	CU. YD.	\$ NA

5500 - FROST EXCAVATION DESCRIPTORS

5510-5515 - FROST EXCAVATION

Unit price(s) for frost excavation include:

- 1. Unit prices contained within the Schedule of Prices will include excavation through all types of surface and subsurface materials with the exception of excavation in frozen ground where the frost line exceeds 6". Excavation in frozen ground where the frost line exceeds 6" shall be defined as that which requires chipping or blasting to effect removal. Chipping shall be defined as breaking the frozen ground into small pieces by means of a hand or mechanical tool, e.g. hydrohammer, pneumatic hammer, frost cutting equipment, backhoe equipped with frost teeth or ripper tooth, etc. Should frozen ground be encountered, an "extra charge" may be requested by the Contractor at a price in accordance with the Schedule of Prices. Such charge must be authorized by the Company representative prior to the commencement of frost excavation. No extra charge will be allowed for the first 6" of excavation in frozen ground. Payment for frost excavation is considered a premium payment to be added to any other applicable excavation or construction charges. No jagged or sharp frost is to be used in any backfill. The Contractor will be responsible for obtaining a site for disposal. The Company representative shall determine whether sand will be used to bed fiber optic cable, in the event

EXHIBIT C

sand is required. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations.

2. The material displaced by the Company's plant shall be disposed of by the Contractor. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations. The costs of disposal will be included in the unit prices for frost excavation.
3. Frost encountered during prerip that can be removed by backhoe and pieces of frost that have been removed by chipping with a pneumatic or hydrohammer or by blasting shall be removed from the running line and hauled away.
4. If select backfill is required and approved in advance by the Company representative the disposal of the surplus material will be negotiated. The material costs shall be billed separately as described in the 7000 Section of this Schedule of Prices. No additional compensation for placement of select backfill material will be paid.

5515 - FROST EXCAVATION/CUBIC YARD

1. Frost excavation by the cubic yard generally involves the placement of large structures such as conduit structure, hand holes, manholes, etc. The Company and Contractor representatives shall agree in advance to all proposed work to be performed and paid by the cubic yard. Disposal of excavated material(s) in excess of the amount displaced by the Company's plant will **not** be included in the unit prices. This operation shall be negotiated. Removal and disposal of displaced material shall conform with all appropriate governmental agency regulations.
2. The select material costs shall be billed separately as described in the 7000 Section of this Schedule of Prices. No additional compensation for placement of select backfill material will be paid.

7000 - MATERIAL HANDLING

COMPANY FURNISHED MATERIAL

- A. The Contractor will be required to receipt for material furnished by the Company except as specified in Item C. Upon receipt of the material, the Contractor will be held accountable for the security and any damages to the material items until the work assignment is completed and accepted by the Company or upon return of unused and undamaged items to the Company.
- B. The Company will furnish all telephone plant materials (i.e. conduit, cable, wire, closures, cabinets, terminals, attachment hardware associated with the items, etc. The Company may have the material "drop" shipped to the Contractor's yard or the Contractor may be responsible for the pick up of material at the Company's premises and transporting same to the job site. Unit prices for the work assignment should include the pick-up, associated handling and hauling of material items, as well as any administrative costs.

When the Contractor picks up material from the Company's premises the following applies:

1. The Contractor **must** have a material draw ticket provided by the Company representative.
2. The Company is responsible for loading the material for the Contractor.
3. The Contractor is responsible for coordinating and scheduling the material pick up to ensure the appropriate Company personnel is available to load materials.

EXHIBIT C

C. The Company may also furnish from time to time other materials, such as concrete, asphalt, select backfill items, other restoral items, wooden posts and reinforcing steel. When the Company provides this material, it will be listed on the Work Order as Company provided material.

When these items are furnished by the Company, the Contractor's responsibilities related to the material shall be as follows:

1. When materials are located at the Company's premise, the Contractor will be responsible for the pick up and transportation to the job site.
2. Upon delivery of the material to the job site, the Contractor shall be required to receipt for materials that will be stored at the job site. Materials such as concrete, asphalt, select backfill items, etc., which will be used upon delivery will not be receipted for but delivery tickets must be signed for by the Contractor and returned to the Company. The Contractor must verify all material signed for was delivered and used for the work assignment.

This shall **not** be considered the normal means of acquiring these materials. This is intended for exception situations only.

CONTRACTOR FURNISHED MATERIAL

A. When the Contractor is required to furnish materials for the performance of the work assignment, the cost of the materials (actual market value) shall be billed to the Company. The Contractor shall provide a copy of the invoice from the supplier as verification of the cost. The Contractor will be paid directly. No payments will be made by the Company to subcontractors or material suppliers.

When the Contractor furnishes material and cannot provide a copy of the invoice from the supplier due to the following reasons, the actual market value will be billed to the Company:

1. The Contractor maintains his/her own inventory of the material or has purchased material in bulk.
2. The Contractor has material in his/her inventory and had previously purchased material for less than the present market value.

B. The Company reserves the right to disallow payment, which in the opinion of the Company representative, exceeds fair market value for materials billed to the Company.

C. All materials provided by the Contractor shall be of the quality specified or approved by the Company. The Contractor will be responsible for the security of and any damage to the material until the work assignment is completed and accepted by the Company.

The quantity billed to the Company will be the amount used to perform the work, **not** the amount of material delivered to the job site.

D. The most commonly used material to be furnished by the Contractor is as follows: concrete, asphalt, road base, slurry, sand, fofill, sand water, select backfill, sod and any restoral materials required.

NOTE: Material supplied by the Contractor may be included on the same invoice as the contract costs, but material costs must be listed as a separate entry.

EXHIBIT D
Obligations of Government Contractors
NONDISCRIMINATION AND COMPLIANCE AGREEMENT

This Exhibit is attached to and made part of the Local Network General Agreement For Joint Use Of Trenches by and between Qwest and Licensor.

During the performance of this Agreement Licensor shall comply, to the extent that this Agreement is subject to applicable provisions, with the following: Executive Order No. 11246, Executive Order No. 11625, Executive Order No. 12138, Executive Order No. 11701, Executive Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by P193516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above. Monetary amounts of contractual or purchasing relationships and the number of Licensor's employees determine which Executive Order provisions are applicable. The following clauses shall be considered a part of this Agreement and all Orders expected to exceed \$2,500 only. The following table lists these clauses:

a) CLAUSES*

ANNUAL Contract Value		1	2	3	4	5	6	7	8	9	10	11
\$ 2,500 -	\$ 10,000									x		
\$ 10,000 -	\$ 50,000	x	x			x	x	x	x	x	x	
\$ 50,000 -	\$ 500,000	x	x		x(2)	x	x	x	x	x	x	x(3)
\$ 500,000 -	\$ 1,000,000	x	x	x(1)	x(2)	x	x	x	x	x	x	x(3)
\$ 1,000,000 or More		x	x	x(1)	x(2)	x	x	x	x	x	x	x(3)

(1) Applies only for businesses with 50 or more employees and federal contract of \$500,000.

(2) Applies only for business with 100 or more employees and this Agreement or an Order of \$50,000 or more.

(3) Applies only if this Agreement or an Order exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act of the Federal Water Pollution Control Act and is listed by EPA.

1. Equal Employment Opportunity Provisions (To be included in both the Agreement and Orders).

In accordance with Executive Order 11246 dated September 24, 1965 as amended and Part 60 1 of Title 41 of the Code of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as amended, the Parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

2. Certification of Non-segregated Facilities.

Licensor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program.

Licensor certifies that it has developed and is maintaining an Affirmative Action Plan as required by Part 60 2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports.

Licensor shall file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO 1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises.

a) It is the policy of the government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts.

b) Licensor shall use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement "minority business enterprise" means a business at least 50% of which is owned, controlled and operated by minority group members, or in the case of publicly owned business at least 51% of the stock of which is owned by minority group members. A women's business enterprise means a business which is 51% owned, controlled and operated by women. For the purpose of this definition, minority group members are Blacks, Hispanics, Asian Pacific Islanders, American Indians and Alaskan Natives. Licensor may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Utilization of Labor Surplus Area Concerns.

a) It is the policy of the government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas where this can be done consistent with the efficient performance of the Agreement and at prices no higher than are obtainable elsewhere. Contractor shall use its best efforts to place its subcontracts in accordance with this policy.

b) In complying with paragraph a) of this clause and with paragraph b) of Clause 10, 'UTILIZATION OF SMALL BUSINESS CONCERNS' Contractor in placing its subcontracts shall observe the following order of preference:

- (1) small business concerns that are labor surplus area concerns;
- (2) other small business concerns; or
- (3) other labor surplus area concerns.

"Labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment, underemployment or an area of labor surplus. "Labor surplus area concern" means a concern that Licensor together with its first-tier subcontractors will perform substantially in labor surplus areas. "Perform substantially in labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50% of the Agreement price.

7. Minority and Women's Business Enterprises and Labor Surplus Area Subcontracting Program.

a) Licensor shall establish and conduct a program which will enable minority and women's business enterprises, as defined in Clause 5, 'UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES', to be considered fairly as subcontractors and suppliers under the Agreement and which will encourage labor surplus area concerns, as defined in clause

"UTILIZATION OF LABOR SURPLUS AREA CONCERNS" to compete for subcontracts within their capabilities. In this connection Licensor shall:

- (1) designate a liaison officer who will: (i) maintain liaison with duly authorized representative of the government of labor surplus area matters; (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause; and (iii) administer Licensor minority and women's business enterprises and labor surplus area programs.
- (2) provide adequate and timely consideration of the potentialities of known minority and women's business enterprises and of known labor surplus area concerns in all "make or buy" decisions.
- (3) assure that known minority and women's business enterprises and known labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority and women's business enterprises and labor surplus area concerns.
- (4) maintain records showing: (i) procedures which have been adopted to comply with the policies set forth in this clause including the establishment of a source list of minority and women's business enterprises and reports of subcontract awards to labor surplus area concerns; (ii) awards to minority and women's business enterprises on the source list (awards to women's firms listed by minority and non-minority); and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.
- (5) include the utilization of Minority and Women's Business Enterprises and the Labor Surplus Area Concerns clauses in subcontracts which offer substantial minority and women's business enterprises and labor surplus area subcontracting opportunities.
- (6) cooperate with the government's contracting officer in any studies and surveys of Licensor's minority and women's business enterprises procedures and practices that the contracting officer may from time to time conduct.
- (7) submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the contracting officer may prescribe.

b) Licensor shall insert in any subcontract hereunder which may exceed \$500,000 (or with regard to WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this arrangement, including this paragraph b).

8. Special Disabled Veterans and Veterans of the Vietnam Era Affirmative Action and List of Employment Openings for Veterans.

In accordance with Executive Order 11701, dated January 24, 1973, 38 U.S.C. § 2012 and Part 60 250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the Parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

9. Employment of the Handicapped.

In accordance with Executive Order 11758, dated January 15, 1974, and Part 60 741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the Parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

10. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by the Federal agency.
- b) Licensor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. Licensor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of Licensor's compliance with this clause.
- c) (1) As used in this Agreement the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
(2) The term "small business concern owned and controlled by social and economically disadvantaged individuals" means a small business concern: (i) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (ii) whose management and daily business operations are controlled by one or more of such individuals. Licensor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other minorities or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
(3) Licensor acting in good faith may rely on written representation by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

11. Clean Air and Water. Licensor agrees as follows:

- a) Licensor shall comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. § 1857, et seq., as amended by Pub L 91 604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Pub L 92 500), respectively, relating to inspections, monitoring, entry reports, information, as well as other requirements specified in Section 114 and Section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the execution of the Agreement.
- b) Licensor agrees that no portion of the work required by this Agreement will be performed at a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the Agreement was executed unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c) Licensor shall use its best efforts to comply with clean air standards and clean water standards at the facility in which the Agreement is being performed.
- d) Licensor agrees to insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph.

EXHIBIT E
QWEST SUPPLIER DIVERSITY SUBCONTRACT TOOLKIT

Note: The purpose of this toolkit is to assist prime contractors with their yearly recording and reporting of MWDVBE dollars spent with subcontractors utilized for Qwest business purposes.)

IF YOU HAVE ANY QUESTIONS, WHATSOEVER, PLEASE CONTACT FRIEDA SAAVEDRA AT (303) 707-5572.

MINORITY, WOMAN AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE)

DEFINITION: A minority-owned business enterprise (MBE), woman-owned business enterprise (WBE), or disabled veteran-owned business enterprise is a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by a minority, woman or disabled veteran. Minority, woman, or disabled veteran must represent at least 51 percent of ownership to qualify, whether the business is publicly or privately held. If publicly held, the minority group, women member(s) or disabled veteran member(s) must hold 51 percent of its stock.

“Supplier” shall hereinafter be defined as, any Licensor, Licensor’s subcontractor, Other Licensee, subcontractor, agent or entity performing or assisting in the performance of Trench Work as defined in this Agreement.

ELEMENTS OF THE QWEST MWDVBE REPORTING REQUIREMENTS AND SUBCONTRACTING PLAN

All non-MWDVBE Suppliers, with whom Qwest has a yearly contract of \$1 million or more, must submit two separate reports annually – one reflecting the total subcontracted (direct and/or indirect) MWDVBE dollars spent in the 4th Qtr of previous year and one reflecting total subcontracted (direct and/or indirect) MWDVBE dollars January through end of September of current year. These Subcontract reports need to be mailed or faxed to Qwest’s Strategic Sourcing Manager by December 1st of each year. These reports should include:

Subcontract Report Form that details the actual results of the subcontract plan (See instructions on how to fill out this report).
Signature, certifying that all information is true and accurate to the best of the supplier’s knowledge.

Supplier shall maintain the following records, which shall be open to Qwest inspection per this Agreement:

- Documentation of MWDVBE Supplier’s certification
- Source lists for second-tier MWDVBE firms
- Organizations contacted for potential subcontracting relationship
- Documentation to support award data

All non-MWDVBE Suppliers, with whom Qwest has a yearly contract of \$1 million or more, that do not have a minimum of 5% yearly total dollar spend commitment with MWDVBEs must submit a Subcontracting Plan. The Subcontracting Plan shall contain, at a minimum, the following components:

1. Description of operational services and/or supplies to be subcontracted to MWDVBE businesses.
2. Total dollars to be subcontracted to MWDVBE businesses, or the percentage of MWDVBE dollars from total awarded dollars.
3. Contact information for Supplier’s MWDVBE administrator.
4. Description of method used to identify MWDVBE sources.
5. Assurance that you will comply with the reporting requirements.
6. All MWDVBE Suppliers and their MWDVBE subcontractors must be certified through one of the agencies listed in this toolkit or by other Qwest approved agencies. **Qwest does not accept any form of self-certification.** If you are a MWDVBE Supplier, please identify the agency from which you received certification.

7. Assurance that you are maintaining accurate records as required above.

7. Assurance that you are maintaining accurate records as required above.

SAMPLE OF MWDVBE SUBCONTRACTING PLAN

Contract # _____

_____ will utilize MWDVBE businesses for _____
Company Name Description of products/services

Target subcontracting goal for MWDVBE spending is \$ _____ or _____% of our total sales to Qwest. Our company strives to provide new opportunities to increase our total expenditures with MWDVBE suppliers.

Name, address and phone number of Supplier's MWDVBE administrator:

(Name of Person)
(Title)
(Company Name)
(Address)
(City, State, Zip Code)
(Telephone Number)
(Email address)

(*Company Name*) identified and selected potential MWDVBE subcontractors according to the following process:

In compliance with Qwest's subcontracting guidelines, (*Company Name*) will furnish MWDVBE reports by December 1st of each year, showing total MWDVBE dollars spent in the (1) 4th Qtr of previous year and (2) September YTD of current year. These reports will reach Qwest's Strategic Sourcing Manager, with whom our company regularly conducts business, by the stipulated deadline.

We rely on the _____ Council for certification.

(*Company Name*) agrees to maintain on file MWDVBE data, records and reports for a minimum period of three years from the effective date of this Agreement. Qwest reserves the right to review or audit our company's records, with regard to MWDVBE subcontracting, upon request, by contacting (*Contact Name*) at the address and phone number listed above.

Company Name

Date

President/Owner Signature

Print or Type Name and Title

SUBCONTRACT REPORTING INSTRUCTIONS

MWDVBE spend can be achieved either directly or indirectly. **Direct spend** is achieved when the Supplier subcontracts with an MWDVBE company specifically in support of Qwest business, i.e., the MWDVBE-certified subcontractor is working on a Qwest project. **Indirect spend** occurs when a Supplier utilizes an MWDVBE company for the Supplier's own operational services or supplies, not directly related to Qwest business, such as office supplies, janitorial services, leased equipment, etc. The amount of indirect spend that is reportable to Qwest equals the portion of Supplier's total indirect spend for the year that is proportionate to the amount of business the Supplier did with Qwest during that year. In other words, Supplier's annual MWDVBE spend for operational services and supplies multiplied by the percentage of business that the Supplier did for Qwest (out of its total sales for the year to all customers) equals the proportion of indirect spend that can be attributable to work done for Qwest. This fraction of Supplier's MWDVBE indirect spend is the amount that should be reported to Qwest as Indirect Spend for Qwest. (These dollars were reported in the past as "allocated" dollars. Please report them now as indirect dollars.)

When a Supplier utilizes an MWDVBE company, directly or indirectly, these activities are considered subcontracted. MWDVBE subcontracted dollars spent, in relation to Qwest, must be reported to Qwest as described below, using the Subcontract Report Form.

Copies of these reports should be mailed or faxed to the appropriate Strategic Sourcing Manager's address/fax number and to Frieda Saavedra at 700 W. Mineral, Box Montana E21.28, Littleton, CO 80120, or faxed to (303) 707-9041. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT FRIEDA SAAVEDRA AT (303) 707-5572.

Follow these directions when completing the Subcontract Report Form.

Section 1 - Supplier Information

Year - The calendar year for which the Supplier is reporting (e.g., 4th Qtr. 2001 and 2002 YTD September) (MWDVBE reportable dollars for 4th Qtr of previous year and September YTD of current year).

Qwest Business Unit - The Qwest Business Unit for which this report is provided.

Supplier Name - The name of the company reporting.

Contract Number - The contract number for which this report is required.

Targeted MWDVBE Spend - The targeted percentage or dollar amount stated in the Supplier's Subcontract Plan.

Total Sales to Qwest - total Qwest business for previous calendar year under this contract.

Section 2 - Yearly Information

Direct MWDVBE Spend (column) - Provide direct MWDVBE subcontracted dollar amounts spent with each ethnic group or minority category listed. These are dollars spent on subcontractors directly working on Qwest projects. (See definition above.)

Indirect MWDVBE Spend (column) - Provide the fraction of your company's indirect MWDVBE yearly dollar amount that is proportionate to your total business with Qwest, in each ethnic/minority category. *For example: Assume that Qwest represents 10% of your company's total business. Your company spends \$100,000/year on building maintenance and paper products (these are "operational services and supplies"). Half of that \$100,000, or \$50,000, is spent with MWDVBE companies. Ten percent of your MWDVBE spend for operational expenses is attributable to Qwest as indirect spend. Thus, since 10% of \$50,000 is \$5,000, then \$5,000 is your total reportable indirect spend. If 25% of your MWDVBE operational spend went to Hispanic-owned suppliers, and 75% of it went to woman-owned suppliers, then you would enter \$1,250 in the Hispanic category, \$3,750 in the WBE category and \$5,000 at the bottom of the column.*

Total MWDVBE Spend (column) - Add together the Indirect and Direct spend dollars across each type of MWDVBE group for total MWDVBE spend in that category.

Percentage of Total MWDVBE Spend - Divide the total dollars spent across each category by the total dollars spent for all categories (i.e., at the bottom of the third numerical column).

Section 3 - Subcontract Spend

Targeted Subcontract Spend % - Enter the target percentage of MWDVBE dollars, as compared to total annual sales to Qwest, that was stated in your Subcontract Plan.

Actual Subcontract Spend % - Enter the actual percentage of MWDVBE dollars, as compared to actual total sales to Qwest, for the reporting year.

Sign and date document, certifying that the report is true and accurate, and fax in to (303) 707-9041.

SUBCONTRACT REPORT
(Report due the 1st day of December of each year)

Section 1 SUPPLIER INFORMATION

Reporting Year	_____
Qwest Business Unit	_____
Supplier Name	_____
Contract Number	_____
Targeted MWDVBE Spend	_____
Total Sales to Qwest *(A)	_____

Section 2 YEARLY INFORMATION

Minority Category	Direct MWDVBE Spend (Subcontracted for Qwest work)	Indirect MWDVBE Spend (your company's total MWDVBE \$ for Operational Services & Supplies x fraction of your business that Qwest represents)	Total MWDVBE Spend (Direct + Indirect)	Percentage of Total MWDVBE Spend
Asian Pacific and/or Asian Indian American Purchases				
African American Purchases				
Hispanic American Purchases				
Native American Purchases				
Non Minority Woman Purchases (WBE)				
Disabled Veterans Purchases				
TOTAL ACTUAL MWDVBE SPEND FOR YEAR			*(B)	100%

Section 3 SUBCONTRACT SPEND

Targeted Subcontract Spend	_____	%
Actual Subcontract Spend	_____	% *(B divided by A times 100)

I certify that to the best of my knowledge this information is true and accurate and reflects the performance of my company.

 Company Name

 Date

 Authorized Signature for Company

 Print or Type Name and Title

Sign and date document, certifying that the report is true and accurate.
Fax to 303-707-9041

OPPORTUNITIES FOR INCLUSION OF MWDVBE'S

<p>Advertising Needs</p> <ul style="list-style-type: none"> Banners Clothing/Shirts, Hats, etc Corporate Give Away/Novelty Items Signage Trade Show <p>Architectural/Engineering</p> <p>Audio</p> <ul style="list-style-type: none"> Equipment Purchase/Rental In-House Productions Tape Reproduction <p>Bond Requirements for Contracts</p> <p>Carpeting</p> <ul style="list-style-type: none"> Installation Maintenance Purchase <p>Computer Needs</p> <ul style="list-style-type: none"> Cabling Installation Hardware Lan/Wan Service/Maintenance Software Memory Upgrades <p>Construction</p> <p>Consulting Services</p> <p>Courier Services</p> <p>Employee</p> <ul style="list-style-type: none"> Background Investigation Headhunter Services Temporary Employee Needs Training Requirements <p>Facility Maintenance</p> <ul style="list-style-type: none"> Electrical Elevator Maintenance Exterior/Landscaping, Lawn Maintenance Interior/Florescent Light Replacement <p>Floral Needs</p> <p>Food Catering</p> <ul style="list-style-type: none"> Lunches for Meetings Bakery Items for Recognition and Celebration <p>Insurance</p> <ul style="list-style-type: none"> Building Employee <p>Janitorial Services</p> <ul style="list-style-type: none"> Painting Parking Lot Maintenance Plumbing Security for Facility/Office Window Cleaning <p>Legal Assistance</p> <p>Material</p> <ul style="list-style-type: none"> Building Materials Screws, Nuts, Bolts, etc. <p>Office Space Requirements/Lease/Rent</p> <p>Office Supplies</p>	<p>Office Furniture</p> <ul style="list-style-type: none"> Additions, Reconfigurations, Moves & Relocations Cleaning Enhancements/Repairs Maintenance Purchases Refurbishment <p>Packaging and Shipping Needs</p> <ul style="list-style-type: none"> Banding Boxes EDS Protection/Specialized Configuration Labels <p>Packing</p> <p>Pallets</p> <ul style="list-style-type: none"> Tape <p>Photographers</p> <p>Printing Needs</p> <p>Professional Services</p> <ul style="list-style-type: none"> Accounting Data Warehousing Consulting Legal Medical Training <p>Restaurants</p> <ul style="list-style-type: none"> Local Business Entertainment <p>Telecommunication</p> <ul style="list-style-type: none"> Cables Installations Office Reconfigurations and Moves System Upgrades Wire <p>Tools</p> <ul style="list-style-type: none"> Maintenance Purchase Repair <p>Trade Show</p> <ul style="list-style-type: none"> Banners/Signage Collateral/Printing Display booths Storage Transportation <p>Transportation</p> <ul style="list-style-type: none"> Air MWDVBE Agency Local Taxi/Limousine <p>Vehicle</p> <ul style="list-style-type: none"> Insurance/MWDVBE Agents/Agency Leases Maintenance/Service Purchases Rentals <p>Video</p> <ul style="list-style-type: none"> Conferencing/Installation Tape Cartridges Tape Reproductions Videographers <p>Warehousing/Fulfillment Needs</p> <ul style="list-style-type: none"> Fulfillment Needs Off Premise Product Distribution Yard Storage
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AGENCIES THAT CERTIFY MWDVBES

This list contains agencies approved by Qwest for MWDVBE certification. Qwest prefers Minority Business Enterprise (MBE) certifications from affiliates of the National Minority Supplier Development Council (NMSDC)* and Women's Business Enterprise (WBE) certifications from affiliates of the Women's Business Enterprise National Council (WBENC)** and Disabled Veteran Enterprise certifications from the Association of Disabled Veterans listed below.

Qwest accepts pre-existing certification from other agencies provided they are in keeping with Qwest's definitions of Minority-Owned Business and Woman-Owned Business and Disabled Veteran-Owned Business. Please understand that Qwest does not accept self-certification as a valid MWDVBE certification.

*National Minority Supplier Development Council (Headquarters)	(212) 944-2430
http://www.trainingforum.com/ASN/NMSDC/index.html	
**Women's Business Enterprise National Council (Headquarters)	(202) 872-5515
http://www.wbenc.org/	
Association for Disabled Veterans	(202) 543-1942
National Association of Women Business Owners (NAWBO)	(561) 848-5066
http://www.nawbo.org/	
Small Business Administration SBA 8(a) Program	(303) 844-0500
ALABAMA	
*South Region Minority Business Council	(334) 471-6380
ARIZONA	
*Grand Canyon Minority Supplier Development Council	(602) 495-9950
http://www.gcmsdc.org/	
ARKANSAS	
*Arkansas Regional Minority Supplier Development Council, Inc.	(501) 374-7026
CALIFORNIA	
*California Regional Purchasing Council	(213) 380-7114
*Northern California Supplier Development Council	(415) 894-0022
http://www.ncsdc.org/	
COLORADO	
*Rocky Mtn. Minority Supplier Development Council (Formerly MEI)	(303) 623-3037
http://www.rmmsdc.org	
CONNECTICUT	
*Connecticut Minority Supplier Development Council	(203) 787-3933
http://www.ctbusiness.com/cmsdc/	
DISTRICT OF COLUMBIA	
*National Minority Supplier Development Council	(212) 944-2430
http://www.trainingforum.com/ASN/NMSDC/index.html	
FLORIDA	
*NMSDC of Florida, Inc. Orlando	(407) 859-3901
http://www.nmsdcfl.com/	
*Florida Regional Minority Purchasing Council	(305) 392-5303
GEORGIA	
*Georgia Minority Supplier Development Council	(404) 589-4929
IDAHO	
*Northwest Minority Supplier Development Council	(206) 441-9558
http://www.nwmsdc.org/	
ILLINOIS	
*Chicago Minority Business Development Council	(312) 263-0105
http://www.cmbdc.org/	
INDIANA	
*Indiana Regional Minority Supplier Development Council	(317) 923-2110
http://www.irmsdc.com	
IOWA	
*Wisconsin Supplier Development Council	(608) 241-5858
KENTUCKY	
*Kentucky Minority Supplier Development Council	(502) 625-0135
http://www.kmsdc.org/	
LOUISIANA	
*Gulf South Minority Supplier Development Council, Inc.	(504) 523-7110
MARYLAND	
*Maryland/DC Minority Supplier Development Council	(410) 997-7599
MASSACHUSETTS	
*New England Minority Purchasing Council	(617) 578-8900
http://www.nempc.org/	

MICHIGAN
 *Michigan Minority Business Development Council (313) 873-3200
<http://www.mmbdc.org/>

MINNESOTA
 *Minnesota Economic Development Association (MEDA) (612) 332-6332
 Women's Business Educational Consortium, Inc. (certifies women) (414) 466-2911

MISSOURI
 *Minority Supplier Council (816) 931-9672
<http://www.m-s-c.org/>
 *St. Louis Minority Business Council (314) 241-1143
<http://www.slmhc.org/>

MONTANA
 *Northwest Minority Supplier Development Council (206) 441-9558
<http://www.nwmsdc.org/>

NEBRASKA
 *Great Plains Minority Supplier Development Council (402) 346-5000

NEVADA
 *Nevada Minority Purchasing Council, Inc. (702) 894-4477

NEW MEXICO
 *Rocky Mountain Minority Supplier Development Council (303) 623-3037
http://www.rmmsdc.org

NEW YORK
 *New York/New Jersey Minority Purchasing Council (212) 582-2334

NORTH CAROLINA/SOUTH CAROLINA
 *Carolinas Minority Development Council, Inc. (704) 536-2884

OHIO
 *Cincinnati Minority Supplier Development Council (513) 579-3137
<http://www.cmsdc.com/>
 *Cleveland Regional Minority Purchasing Council (216) 621-3300
 *Columbus Regional Minority Purchasing Council (614) 225-6959
<http://www.crmsdc.org/>
 *Greater Dayton Minority Purchasing Council (937) 226-8265

OKLAHOMA
 *Oklahoma Minority Supplier Development Council (405) 528-6732
<http://www.ommsdc.org/>

OREGON
 *Northwest Minority Supplier Development Council (206) 441-9558
<http://www.nwmsdc.org/>

PENNSYLVANIA
 *Delaware Valley Minority Business Resource Council (215) 893-9977

PENNSYLVANIA (Continued)
 *Pittsburgh Regional Minority Purchasing Council (412) 391-4423
<http://www.dvmbrc.org/>

SOUTH DAKOTA
 *Minnesota Economic Development Association (MEDA) (612) 332-6332

TENNESSEE
 *Tennessee Minority Purchasing Council (615) 259-4699
<http://www.tmsdc.net/>

TEXAS
 *South Texas Minority Business Council (512) 472-8048
 *Dallas/Ft. Worth Minority Business Development Council (214) 630-0747
<http://www.rapidpage.com/mbdc/default1.htm>
 *Houston Minority Business Council (713) 271-7805
<http://www.hmbc.org/>

UTAH
 *Rocky Mountain Minority Supplier Development Council (303) 623-3037

VIRGINIA
 *Tidewater Regional Minority Purchasing Council (757) 627-8471
 *Virginia Regional Minority Supplier Development Council (804) 780-2322
<http://www.vrmsdc.org/>

WASHINGTON
 *Northwest Minority Supplier Development Council (206) 441-9558
<http://www.nwmsdc.org/>

WISCONSIN
 *Wisconsin Supplier Development Council (608) 241-5858

WYOMING
 *Rocky Mountain Minority Supplier Development Council (303) 623-3037
<http://www.rmmsdc.org/>

EXHIBIT F
Environmental Guidelines and Regulations for Right-of-Way Contracted Services

I. Qwest Corporation Environmental Policy

IT IS THE POLICY OF Qwest Corporation to comply with all environmental laws, to make responsible environmental management a Company priority and, where necessary, to establish detailed Compliance Plans that manage environmental risks in day-to-day operations.

PURPOSE:

The purpose of this policy is to help ensure that consultants, and the employees who manage those consultants, are aware of applicable environmental issues and requirements and alert to potential violations. Violations of environmental laws may subject the Company and individual employees to substantial civil penalties and criminal fines and jail terms.

SCOPE:

This policy applies to Qwest Corporation, its subsidiaries, business units, and partnerships and joint ventures where Qwest Corporation has a majority ownership position or exercises management control, and to such entities' officers and employees.

DEFINITIONS:

- **RIGHT-OF-WAY:** A legal right of passage over another person's ground, or the area over which a Right-of-Way exists. A Right-of-Way may be land used for a road, a railroad, or a public utility. In Qwest Corporation's case, Right-of-Way usually involves the acquisition of private land for company use to provide telephone service. Right-of-Way may also involve the use of public, railroad, and Native American land.
- **RIGHT-OF-WAY CORRIDOR:** A linear strip of land without definite width, but limited by technological, environmental and topographical factors, and containing one or more utility, communication, or transportation facilities. A corridor is a land use designation, identified for the purpose of establishing policy direction as to the preferred location of compatible linear facilities and compatible and conflicting land uses. It does not imply entitlement of use.
- **EPA:** The U.S. Environmental Protection Agency (EPA) is the federal agency that promulgates and enforces most environmental regulations. Most states also have environmental agencies, and in this document, the term EPA includes the U.S. EPA as well as its state counterparts.
- **ENVIRONMENTAL LAW:** Environmental law includes all applicable federal, state and local environmental statutes, rules, regulations and orders typically promulgated and enforced by EPA.
- **PUBLIC LAND:** Land owned by the federal government which is observable by, open to use by, or accessible to the public; that part of the U.S. public domain subject to sale or disposal by the government under homestead laws.
- **STATE LAND:** Land given to the states by the United States Congress to provide funding for schools.
- **NATIVE AMERICAN LAND:** Lands owned by the tribes or individual owners granted by a congressional Act, Treaties, Grants or lands purchased by the United States Congress and placed in tribal trust.

REQUIREMENTS AND INTERPRETATIONS:

Applicable environmental laws govern a wide variety of environmentally sensitive areas, including the treatment, storage, disposal and transportation of hazardous materials and waste; sources of air and water emissions; applicable reporting and record keeping; land use; and how we interface with our environment in general. You must understand and adhere to all of the following environmental requirements and promptly report suspected violations of environmental law and the company's detailed environmental Compliance Plans to your Qwest Corporation Capacity Provisioning (CP) Field Engineer, the Qwest Corporation Environmental, Health and Safety Group (EH&S Group), and the Environmental Lawyer in the Litigation Section of the Qwest Corporation Law Department or the Qwest Corporation Hotline (800-333-8938).

1. Adherence with Qwest Corporation Environmental Programs:

Consultants and contractors must comply with all applicable federal, state, and local environmental laws and regulations. In addition, Qwest Corporation requires consultants and contractors to comply with all Qwest Corporation environmental policies and programs, both contained in this document or otherwise. It is the responsibility of the consultant or contractor to obtain and retain the most current Qwest Corporation environmental policies and programs. These policies and programs will be requested from and provided by the supervising

Qwest Corporation CP Field Engineer for the specific Right-of-Way project.

2. Issues Identification:

Consultants and contractors shall identify all environmental issues, as prescribed by but not limited to, the contents of this document and Qwest Corporation environmental policies and programs. When environmental issues have been first identified for a specific Right-of-Way project, consultants and contractors shall immediately contact the Qwest Corporation EH&S Group for involvement. Table 1.0 is a contact list of Qwest Corporation Environmental Managers and their associated areas.

For Right-of-Way projects on Public Lands, the federal agency involved in the project will manage all environmental issues unless Qwest Corporation is specifically asked to participate or the environmental issue resulted from Qwest Corporation project activities.

3. Project Review:

Proper management of environmental issues is required by all consultants and contractors working on Right-of-Way projects. Project management includes but, is not limited to: identification of problems or issues: contacting the Qwest Corporation EH&S Group for guidance; acquiring appropriate permits or conducting investigations in a timely manner; and, keeping thorough records of all environmental issues.

4. Agency Contacts:

All agency inspections outside the normal course of operations including EPA inspections, written complaints, and inquiries, whether formal or informal, must be immediately reported to the EH&S Group and the Litigation Section of the Qwest Corporation Law Department prior to responding to an EPA request or inspection. If served with a subpoena or search warrant, immediately contact an environmental lawyer of the Litigation Section of the Qwest Corporation Law Department. Contact should also be made with the Executive Director of Environmental, Health and Safety at (303) 672-2944.

Ensure that employees with Right-of-Way responsibilities and contractors adhere to all of the above environmental compliance requirements.

REFERENCES SOURCES:

If you have any questions relating to this policy, contact your supervising Qwest Corporation CP Field Engineer, or an environmental lawyer of the Litigation Section of the Qwest Corporation Law Department. If you have direct or indirect Right-of-Way project or environmental responsibilities, you should review the following detailed Environmental Guidelines and Regulations; and seek training with regard to the plans that apply to you or your operations. Also, you should review the Qwest Corporation Safety and Industrial Hygiene Corporate Policy for related information.

Environmental Guidelines and Regulations for Right-of-Way Contracted Services

II. ENVIRONMENTAL GUIDELINES AND REGULATIONS

1.0 Introduction

1.1 Content

This section was developed by Qwest Corporation for use in Right-of-Way or easement activities. Questions concerning this section should be directed to the Senior Environmental Manager of the EH&S Group. This section is intended to be used as a resource for Qwest Corporation's consultants who are involved in securing Rights-of-Way for utility purposes or have responsibility for overseeing Right-of-Way operations. This section should also be used to ensure that contractors, who are involved in Right-of-Way projects on behalf of the consultant, are aware of Qwest Corporation Right-of-Way procedures.

1.2 Applicability

The Qwest Corporation operations that are affected by topics in this manual include any Qwest Corporation projects involving Right-of-Way or easements.

1.3 Contacts

Questions should be directed to Qwest Corporation. Refer to the appropriate contacts table. Table 1.0 is a listing of Qwest Corporation Environmental Managers and their associated areas. Table 2.0 is a listing of EPA regional offices and their associated areas.

1.4 Application of This Section

This document is designed to sufficiently cover the environmental guidelines and regulations; however, it does make reference to use of public lands and use of Native American lands. In the case that more information is needed for these areas, Sections 9 *Use of Public Lands* and Section 10 *Use of Native American Lands*, can be referred to in Qwest Corporation's Bellcore Right-of-Way Manual.

2.0 Environmental Concerns

The need to understand the environmental impact of an undertaking or action is becoming increasingly important. A lack of environmental concern can have a dramatic effect on the financial viability and profitability of an organization as well as its individual employees because of the costs associated with delays, regulatory fines, and cleanup responsibilities. Companies that do not identify these diverse and complex environmental issues face the potential for massive financial exposure. In the future, businesses can expect dynamic change in environmental attitudes and actions that will place the environment high on the corporate agenda.

2.1 Environmental Issues

Every type of action, activity, or operation on public or private land involves environmental issues that need to be addressed. Environmental issues can include avoiding environmental impacts, obtaining necessary environmental permits, or minimizing potential environmental liabilities. Knowledge of and adherence to the mandates of environmental law is required. "Failure to know" on the part of an individual or corporation involved in environmental issues, is not an admissible excuse under the legal theory of constructive knowledge.

3.0 Major Environmental Laws

Environmental law is more than a collection of regulations and statutes that can be mastered by simply learning several requirements. It is necessary to have an understanding of the environmental law system, its combined principles, and the ways in which the components work together to achieve the system's objectives.

The laws described in this section represent only a summarization of complex and extensive environmental legislation established to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment.

There are various state and local counterparts to these federal laws that you should become familiar with, as discussed below.

3.1 National Environmental Policy Act (NEPA)

Compliance with NEPA is required if activities are on Federal land or involve a federal agency. This includes activities on both Federal and Native-American Lands. The primary purpose of NEPA is to require that federal agencies take into account the environmental consequences of proposed activities (i.e., building, construction, etc.) that will occur on public lands and that could significantly affect the quality of the human environment. This is done through use of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Many states have laws similar to NEPA that could impose similar requirements for permits or notification.

For Right-of-Way projects on Public Lands, the federal agency involved in the project will manage all environmental issues unless Qwest Corporation is specifically asked to participate or the environmental issue resulted from Qwest Corporation project activities.

You should assure that you have adequately assessed the involvement of all applicable government agencies and the environmental impacts of your Right-of-Way project. To determine if an EA or EIS is necessary on your Right-of-Way project, follow these two steps:

1. Determine if a federal action is involved:
 - A. Is the proposed activity on public land?
 - B. Does the proposed activity involve jurisdiction of a federal agency?
 - C. Is the proposed activity financed by a federal agency?

If the answer to any of these questions is yes, it may be necessary for the federal agency to conduct an EA or EIS. Therefore, before proceeding with permits or approvals, contact your local Qwest Corporation Environmental Manager.

2. Determine if there will be major environmental impacts from your project which will significantly affect physical, biological, or historical resources. **If Physical, Biological, or Archeological/Historical Resources are impacted by this project, federal NEPA regulations may apply. Therefore, you must determine if the impacts you have identified constitute "major" environmental impacts. Contact your local Qwest Corporation Environmental Manager before proceeding with your project.**

Regulations under NEPA: 40 CFR 1500-1508 — U.S. Code citation: 42 USC 4371 et seq.

3.2 Clean Air Act (CAA)

The Clean Air Act provides regulations for the prevention and control of discharges into the air, of substances which may harm public health or natural resources. Provisions under the act are divided into two main categories.

The first category authorizes the setting of National Ambient Air Quality Standards (NAAQS) by the Environmental Protection Agency (EPA). The EPA set the levels at which air pollutants can be safely tolerated in the atmosphere. Each state has primary responsibility for ensuring that air quality within its borders is maintained at a level consistent with the NAAQS.

The second category authorizes the agency to control substances entering the air at the source by establishing national emission limits and standards. The Act authorizes the EPA to address pollution from either existing or new facilities. Provisions allow it to control hazardous air pollutants, protect the ozone layer of the atmosphere, and control motor-vehicle and aircraft emissions as well as their fuel contents.

The issuing of permits and the enforcement of clean air regulations is carried out by most states that adopt EPA-approved plans for controlling air pollution. These plans are called State Implementation Plans.

The Clean Air Act imposes significant criminal liability for negligent violations, willful or not. In addition to stiffer criminal penalties for violations, the EPA has been required to substantially increase the number of criminal investigators by 1995.

Regulations for the Clean Air Act 40 CFR 50-80—U.S. Code citation: 42 USC 7401

—Public Law: PL 91-604

3.3 Clean Water Act (CWA)

The objective of the Clean Water Act is to restore and maintain the chemical, physical and biological integrity of the nation's waters. To achieve that objective, the Act established national goals on water quality, the elimination of the discharge of pollutants, and a national policy that the discharge of toxic pollutants in toxic amounts be prohibited. The Act provides EPA with the authority to control the discharge of nontoxic and toxic pollutants into surface waters by industrial sources, municipal sources, or other point and nonpoint sources. Point sources are "any discernible, confined and discrete conveyance, ... from which pollutants are or may be discharged." Nonpoint sources could be identified as runoff from agricultural and mining operations, road salting, construction sites, city streets, and so on. The CWA process is a federal and state program, which is jointly administered by the U.S. Army Corps of Engineers and the EPA. Under one section of the CWA, EPA sets effluent guidelines for various types of industrial, municipal, and construction activities. Using these EPA guidelines, states issue a permit to discharge wastewaters into surface waters. The individual permit, known as a National Pollutant Discharge Elimination System (NPDES) permit, specifies the types of control equipment and discharge limits for pollutants from individual facilities, and is written with the quality of the accepting waterway in mind. Until recently, NPDES permits specified four or five pollutants as being subject to effluent limitations; today, a permit application requires extensive waste-stream analysis and more extensive monitoring.

Another major section covered under the CWA is the protection of areas designated as *wetlands*. Section 404 of the CWA establishes the major federal program that regulates activities in wetlands. Regulation of wetlands is not limited to the federal activities.

Most coastal states have laws to protect coastal wetlands, and about twenty states have enacted laws to regulate activities in inland wetlands. Some towns have also adopted local wetlands protection ordinances. Section 5.3 of this document further describes the regulatory aspects of wetlands and the 404 permitting requirements involved with Right-of-Way projects that impact wetlands.

Regulations for the Clean Water Act 40 CFR 100-140 — U.S. Code citation: 33 USC 1251 — Public Law: PL 95-217 40 CFR 400-470

3.4 Safe Drinking Water Act (SDWA)

This act mandates establishment of uniform federal standards for drinking water quality, and has two principle purposes.

The first purpose is to ensure the quality of water from public water systems (PWSs). The EPA established two types of national drinking-water standards: primary and secondary. The primary standards protect against substances that may have an adverse effect on human health, and are standards that must be met by the provider of the drinking water. The primary standards are enforced by the states, and compliance is mandatory. Secondary standards provide guidelines on aesthetic qualities such as color, taste, smell, and other physical characteristics of drinking water. These standards are advisory and not enforceable under federal law.

The second purpose of the SDWA is to prevent contamination of ground water. The Underground Injection Control (UIC) program is designed to regulate underground injection of liquid wastes and other substances, to prevent contamination of ground water sources that may be drinking water. The Wellhead Protection and Sole Source Aquifers programs were also developed to prevent contamination of ground water.

The national drinking-water standards established under SDWA were originally used as the key federal reference under RCRA and CERCLA for making avoidance and cleanup decisions about groundwater. Several other methods of determining site-specific cleanup levels have been developed and are currently used.

Regulations for the Safe Drinking Water Act 40 CFR 140-149 — U. S. Code citation 42 USC 300f — Public Law: PL 93-523

3.5 Resource Conservation and Recovery Act (RCRA)

RCRA was enacted to control a variety of hazardous waste and solid waste disposal issues and to encourage recycling and alternative energy sources. Its major emphasis is the control of hazardous waste disposal. It is designed to provide cradle-to-grave control of hazardous waste, and establishes a system to identify wastes and track their generation, transport, treatment, storage, and ultimate disposal. The statute provides for the delegation to, and authorization of, state hazardous waste programs. RCRA applies mainly to active facilities and the active management of hazardous waste.

The EPA has established four hazardous-waste lists that provide identifying waste codes and specify hazardous and acutely hazardous wastes. If a waste is not listed as hazardous, the waste is still covered by RCRA if it exhibits one of four hazardous-waste characteristics: ignitability, corrosivity, reactivity, and toxicity. Anyone who generates hazardous wastes above a certain amount (usually 100 kg per month) must register with the EPA and comply with requirements applying to generators of waste. Transporters of hazardous wastes and operators of treatment, storage, or disposal facilities also must be registered with the agency; a permit must be obtained for treatment, storage, or disposal of hazardous wastes. A manifest must accompany each shipment of such wastes from the generator to the treatment, storage, or ultimate disposal facility, so that waste can be tracked and a record of site contents can be maintained. Records on wastes generated, shipped, and disposed of must be accessible to regulatory authorities and submitted to them periodically.

States are encouraged to develop and run their own hazardous-waste programs as an alternative to direct EPA management. For a state to have jurisdiction over its hazardous-waste program, it must receive approval from the EPA by showing that its programs are as stringent as the EPA program.

Regulations for the Resource Conservation and Recovery Act 40 CFR 260-273 — U. S. Code citation 42 USC 6901 — Public Law: PL 94-580

3.6 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA/Superfund)

CERCLA provides a system for identifying and cleaning up hazardous substance releases by holding past and present owners/operators liable for cleanup costs, or using the "superfund" of money to cleanup sites where threats to human health and the environment were imminent. CERCLA set priorities for cleaning up abandoned or inactive waste sites and established reporting requirements for hazardous substance releases above certain quantities.

One important aspect of this act is the creation of the Hazardous Substance Superfund for use by the EPA in cleaning up hazardous-waste sites. This feature is how CERCLA acquired the nickname Superfund. The National Contingency Plan (NCP) provides the principle guidance for procedures that must be followed in conducting response actions as well as responsibilities of various organizations. The National Priorities List (NPL), which is part of the NCP, rank-orders hazardous-waste sites by state on the basis of risk to public health, welfare, and the environment. Only sites on this NPL qualify for long-term remedial actions or removal financed by the Superfund. Short-term removal actions may still be available to sites not listed on the NPL. Under CERCLA, when the need for cleanup actions exist, several options are available. The EPA may conduct the cleanup and seek to recover its costs from potentially responsible parties (PRPs), or it may compel the PRPs to perform the site cleanup voluntarily or involuntarily through administrative or legal proceedings.

Using today's "enforcement first" policy, the EPA initiates the cleanup, then makes various private parties responsible for the costs, rather than conducting the entire cleanup with Superfund monies. Liability can extend to anyone who has any involvement with a Superfund site, whether it be the generator of the waste, the transporter, or the owner or operator of the facility. Its current or prior owner, regardless of fault, can be found liable for all or part of the cleanup costs. In creating

CERCLA, Congress deliberately employed the liability law in an innovative fashion, and left some of the details to the courts. The law applies a very broad standard of liability to all parties who have ever had any involvement with a site or with the wastes found in it. The law employs the legal principles of strict, joint and several, and retroactive liability. Strict liability assigns responsibility regardless of negligence or intent. Joint and several liability means that each and every party, alone or in combination, can be made to bear the full cost. Retroactive liability applies to activities that may have taken place before the law was passed.

Estimates put Superfund costs at over \$25 billion to clean up the high-priority U.S. sites. Remediation of all contaminated sites in the United States to the level that the Superfund specifies would cost trillions of dollars.

Understanding many of CERCLA's intricate processes can be difficult, since procedures that apply are contained in layers of statutory, regulatory, and policy-making documents.

It is imperative that any action that could involve Qwest Corporation as a liable party in a potential Superfund location be identified and critically assessed.

CERCLA is far more complex today than originally enacted, because of the extensive changes made under the Superfund Amendments and Reauthorization Act (SARA), which is discussed below.

Regulations for CERCLA: 40 CFR 300 — U. S. Code citation 42 U.S.C. 9601

3.7 Superfund Amendments and Reauthorization Act (SARA)

This act amended CERCLA and provided stricter natural-resource provisions. To satisfy one of the requirements to qualify for the Innocent Landowner Defense to CERCLA liability, you must use all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice as defined in 42 USC 9601 (35)(B). Under SARA, some protection for the innocent landowner was provided by narrowing the definition of "contractual relationship" and imposing additional requirements for invoking the innocent landowner's defense. In order to use this defense, the landowner, after conducting a due diligence investigation, cannot have actual or constructive knowledge of the existence of hazardous waste on the property in question when it was purchased.

3.8 Federal Land Policy and Management Act (FLPMA)

The FLPMA was created to regulate the management of federally owned and managed lands. It requires the Bureau of Land Management (BLM) and the Department of Agriculture's Forest Service to develop Land Use Plans for Federal lands.

3.9 Endangered Species Act

The Endangered Species Act requires the U.S. Fish and Wildlife Service to conduct programs for protecting any wildlife (plant or animal) that is determined to be endangered or threatened. It requires that all federal agencies make sure that their actions, or actions that they permit, including actions on Federal lands that are considered to be critical habitats, do not harm any plant or animal species that is considered to be threatened or endangered.

3.10 Migratory Bird Treaty Act

The Migratory Bird Treaty Act provides federal protection for all wild birds in the United States, except the resident game birds (i.e., pheasant, grouse, quail, etc.), which are managed by the respective States, and the English sparrow, starling, and feral pigeon. The United States has implemented this Act in cooperation with Great Britain (for Canada), Mexico, and Japan. These other countries have also committed to protect certain wild birds and that commitment is reflected in the form of a written treaty. Thus the word "Treaty" in the name of the Act.

Recognizing the value of migratory birds for recreation, through hunting, and for scientific, educational, and other valid purposes by individuals, the Department of the Interior by regulation and permit has provided for controlled take and other utilization of certain species, in certain areas at specified times. Annual migratory bird hunting regulations allow the taking of some migratory game birds at specified times and places. Limited additional controlled activity and use of certain migratory birds is permitted by Federal regulations, provided that State laws also permit such activities. With these few exceptions, it is unlawful for anyone to kill, capture, collect, possess, buy, sell, trade, ship, import or export, any migratory bird, or part, or nest, or egg thereof unless they first obtain an appropriate Federal permit. The Federal permit must be issued pursuant to the Migratory Bird Treaty Act regulations, authorizing such activity. In most cases, a State permit is also required.

It is emphasized that all States have identical or similar protective provisions for most migratory birds. In most cases, they likewise require State permission to take, possess, buy or sell etc., and in no circumstances is a Federal permit valid without a corresponding State permit, if required. A complete list of Birds Protected by Federal Law (50 CFR 10) is available on request to the U.S. Fish and Wildlife Service.

3.11 National Historic Preservation Act (NHPA)

The NHPA deals with the management of cultural or historical resources. It has several key requirements and implementing regulations, which involve the National Register of Historic Places and procedures that are defined in the regulations of the Advisory Council on Historic Preservation (Protection of Historic Properties, 36 CFR Part 800).

For more details on the NHPA and related matters, refer to Section 9.3.2 of the Bellcore Right-of-Way Manual.

3.12 Coastal Zone Management Act

The purpose of this act is the preservation and orderly development of the nation's coastal zone. The coastal zone consists of two elements: coastal waters and adjacent shore lands. These two elements interact and strongly influence each other. Along with the coastal states, the zone is also defined along the international boundary between the United States and Canada in the Great Lakes area. It extends seaward to the outer limit of U.S. territorial waters, and inland to include shorelands, the use of which has a direct and significant impact on coastal waters. The Act covers redevelopment of deteriorating urban waterfronts and protection of fragile natural resources. Under no circumstances may development in a coastal zone take place without a public hearing.

3.13 Wild and Scenic Rivers Act

This Act (PL 90-542; 16 U.S.C 1271 et seq.) protects selected rivers or sections of rivers, and their adjoining lands. Flows contained in the National Wild and Scenic Rivers System must have "remarkable scenic, recreational, geologic, fish and wildlife, historic, cultural, or other similar values." At the end of 1990, the national system consisted of 123 rivers with representation in 33 states.

Rivers protected under this Act are classified as wild, scenic, or recreational. Wild rivers are free of impoundments and are generally inaccessible except by trails, with watersheds and shorelines essentially primitive and waters unpolluted. Scenic rivers are also free of impoundments, have watersheds or shorelines that are still largely undeveloped, but are accessible in places by roads. Recreational rivers are those that are readily accessible by road or railroad, that may have some development along their shoreline, and that may have undergone some impoundment or diversion in the past.

These rivers are protected through the purchase of lands along designated portions and by exacting constraints on the development of projects that might affect the flow. Each designated river is administered with the goal of non-degradation and enhancement of the values that caused it to be designated.

Four federal agencies administer this program: the National Park Service, The Bureau of Land Management, the Fish and Wildlife Service, and the Forest Service. These agencies should be contacted for answers to questions about the program.

States can also nominate and regulate wild and scenic rivers within their boundaries. Information on federal and state systems can be obtained by contacting the National Park Service at the following address:

National Park Service

U.S. Department of the Interior
Division of Recreation Resources Assistance
1100 L St, Room 2321
PO Box 37127
Washington, DC 2001-7127

3.14 Fish and Wildlife Coordination Act

This act authorizes the Secretary of the Interior to assist federal, state, and other agencies in the development, protection, rearing, and stocking of fish and wildlife on Federal lands, and to study the effects of pollution on fish and wildlife. It is implemented by the U.S. Fish and Wildlife Service.

4.0 State and Local Agency Laws

Section 3.0 described many of the regulatory programs in place under federal environmental statutes. While these laws define most of the substantive compliance obligations, they do not operate alone. Many other components of environmental law augment or complement the programs that the federal statutes establish.

4.1 State Laws

Many of the federal statutes establish federal and state regulatory programs in which the states are given the opportunity to enact and enforce laws, as long as they meet the federal minimum criteria. States are given considerable leeway in enforcement, and are not precluded from establishing more stringent criteria. Most states, when given the opportunity, have taken over the regulatory programs to include the permitting and enforcing responsibilities. Laws as well as interpretation vary considerably from state to state, and an understanding of the environmental obligations in a specific state is necessary. An example of state regulations similar in scope to the National Environmental Policy Act would be the State Environmental Policy Acts (SEPA), which can be found in many states.

4.2 Municipal Laws

Many local agencies can have environmental ordinances that can have immediate impact and deserve considerable attention. Localities have great power to control the location and operation of facilities within their jurisdiction, and many times require permits and approvals. Check with your local government for requirements specific to your Right-of-Way project.

5.0 Permits and Approvals

One distinct aspect of numerous environmental regulations is the extensive use of a permitting or approval mechanism. This requirement to obtain and operate in compliance with a permit establishes specifications for a particular activity instead of following generalities found within many laws. Whether a project is on public or private lands, all applicable permits and approvals must be obtained before the project is implemented. Just as important as obtaining the proper permits and approvals, is compliance with all applicable environmental laws and terms of agreement during the life of the arrangement.

5.1 Identifying Necessary Permits and Approvals

The first step in ensuring compliance with all applicable regulations is to make sure that all necessary permits and approvals are identified. The following determinations should be made for all areas affected by the Right-of-Way project.

- The jurisdictions, such as States, Counties, and Municipalities
- Land managed by federal agencies
- Land managed by Native Americans
- Land managed by Railroad Companies
- Other holders of Rights-of-Way on the same land
- Areas identified as wetlands or jurisdictional wetlands.

It is essential to contact each agency or organization that has jurisdiction over a Right-of-Way project, because of the varying interpretation from state to state, and even office to office.

When a necessary permit or approval has been first identified for a specific Right-of-Way project, consultants and contractors shall immediately contact the

Qwest Corporation EH&S Group for involvement. Table 1.0 is a contact list of Qwest Corporation Environmental Managers and their associated areas.

5.2 Obtaining Permits and Approvals

After jurisdictions and permit requirements have been identified, contact should be made with the involved agencies and organizations to determine the exact procedures and requirements that have to be met to obtain the necessary permits and approvals. Since a long lead time is sometimes necessary, contact should be made as soon as possible. During this permit or approval process, it is important to get, in writing, all comments made by agencies or organizations.

In every case, after the permit or approval has been finalized for the specific Right-of-Way project, consultants and contractors shall provide a complete copy of the permit or approval, and its associated file, to the Qwest Corporation EH&S Group. These documents should be delivered to the local Qwest Corporation Environmental Manager.

The following subsections provide descriptions of the general requirements of the major federal acts that can affect the granting of Rights-of-Way, and the permits and approvals that could be necessary, depending on the type of actions or the intended location of the project for which Right-of-Way or easement is needed.

5.2.1 National Environmental Policy Act (NEPA)

Compliance with NEPA is required if activities are on or involve Federal or Native American Lands. The essential purpose of NEPA is to require that federal agencies take into account the environmental consequences of plans and activities.

Many states have laws similar to NEPA that could also require permits or notification.

As an applicant, you should take a direct interest in the successful completion of an agency's EIS to avoid potential delays and expense.

5.2.2 The Clean Air Act

The issuing of permits is carried out by the State Air Quality Agencies in most states that have adopted EPA approved plans for controlling air pollution. Permits are required for projects that would result in significant increases in air emissions during construction of the project. A permit is also required for stationary sources emitting certain amounts of toxic, hazardous, or odorous air pollutants. A permit could also be required for excessive dust emissions resulting from earthmoving operations, if NAAQS might be exceeded. The controlling agency (usually the state government) would define the levels of emission that would trigger the need for a permit.

5.2.3 The Clean Water Act

Authorizations from the Corps of Engineers and the EPA are required under the CWA for projects that involve construction or filling activities in wetlands, streams, or other bodies of water. Permits are also required for discharges of pollutants into streams, sewers or other water bodies. Authorizations include:

- 404 Permits—See Section 10 of the Bellcore Right-of-Way Manual
- Nationwide 404 Permits—See Section 10 of the Bellcore Right-of-Way Manual
- National Pollutant Discharge Elimination System (NPDES) permits

5.2.4 Resource Conservation and Recovery Act

When actions or operations would result in the generation or storage of regulated hazardous wastes, compliance with this act is required. The responsible agency to contact, is the state Hazardous-Waste Agency or the EPA. A hazardous-waste generator ID number must be obtained if sufficient quantities of hazardous wastes apply. Transporters of hazardous wastes and operators of disposal sites also must be registered with the agency, and a permit must be obtained for disposal sites to receive hazardous wastes. A manifest must accompany each shipment of such wastes from generator to the ultimate disposal site, so that waste may be tracked and a record of disposal-site contents can be maintained.

5.2.5 Federal Land Policy and Management Act (FLPMA)

In most cases, compliance with the FLPMA is required for use of Federal lands managed by an agency under the Department of the Interior and Agriculture. Section 9 of the Bellcore Right-of-Way Manual, *Use of Public Lands*, provides details for obtaining permits or approvals.

5.2.6 National Historic Preservation Act

The agency with primary responsibility for the management of cultural and historic resources is the National Historic Preservation Council. It delegates the permitting authority to the State Historic Preservation Officer (SHPO) of each state. The National Parks Service handles the National Register of Historic Places through the SHPOs.

A listing of the SHPOs, as of January 1993, is given in Section 9.3 of the Bellcore Right-of-Way Manual, under the heading of National Park Service.

5.2.7 Endangered Species Act (ESA)

The primary agency with responsibility for compliance with the ESA is the U.S. Fish and Wildlife Service (USFWS). Compliance with the ESA is required for actions involving Federal permits or use of Federal lands. If only private lands are involved and no major Federal permits are required, formal consultation with the USFWS is not required. If both public and private lands were involved, it is likely that compliance will be required.

5.3 Wetlands

The term *wetlands* refers to marshes, bogs, swamps, and similar areas that often develop in what would otherwise be open water or dry land. Wetland areas can be found in almost every county of every state in the United States. These semi-aquatic lands are either inundated by or saturated with water for varying periods of time during the growing season. The federal regulations implementing Section 404, define wetlands as "areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated-soil conditions." There are three requirements for an area to be designated as a wetland:

1) saturation with water for a significant part of the year; 2) the presence of hydric soils (that readily retain water), and; 3) vegetation that is predominantly hydrophytic (adapted to wet soil conditions).

Wetlands are important as preservers of fish and wildlife, protectors of other areas from actions of waves and erosion, storage areas for storm and flood waters, natural recharge areas for ground and surface water, and providers of natural water filtration and purification.

There are various approaches to wetlands protection including regulation, acquisition, and economic incentives. Wetlands concerns are among the most controversial issues of today. Several federal manuals have been issued for identifying and delineating jurisdictional wetlands.

At the present time, the 1987 issue of the Corps of Engineers Wetlands Delineation Manual is used for the identification process of Section 404 of the Clean Water Act (A revised manual was published in 1989, but the 1987 manual is the presently approved version).

In Right-of-Way projects that will potentially impact wetlands areas, the most recent Wetlands Delineation Manual must be used to verify that the specified area is a wetland. If the impacted area is a wetland, then all the appropriate procedures will be taken to construct and finalize the 404 permit for the Right-of-Way project to be performed on that land.

All projects that require the establishment of a 404 permit must first involve the Qwest Corporation EH&S Group. The local Qwest Corporation Environmental Manager will be contacted before the pursuit of the 404 permit proceeds. See Table 1.0 for the appropriate Qwest Corporation Environmental Manager, in the state that the 404 permit is required.

Qwest Corporation EH&S Contacts

Qwest Corporation

Dave Heller - Executive Director - Environmental, Health and Safety, Claims, and Insurance

1801 California Street, Suite 1160
Denver, CO 80202
Office: 303-672-2944 Fax: 303-672-2929

Qwest Corporation

Chris Plott - Senior Environmental, Health and Safety Manager

1801 California Street, Suite 1160
Denver, CO 80202
Office: 303-672-2931 Fax: 303-672-2929
Environmental Staff

Manager - Environmental Programs

Mary Stevens

Suite 1160
1801 California Street
Denver, CO 80202
Office: 303-672-2937
Fax: 303-672-2929

Manager - Environmental

Engineering & Assessments

Carol Wagner Pfarr
Suite 1160 1801 California Street
Denver, CO 80202
Office: 303-672-2938
Fax: 303-672-2929

Qwest Corporation

Janis Simpson - EHS Manager

1801 California, Ste 1160
Denver, CO 80202
Office: 303-672-2947 Fax: 303-672-2929
Environmental Field Managers

Environ. Consultant - CO/WY

Doug Swanson

9750 E. Costilla, 2nd Floor
Englewood, CO 80112
Office: 303-784-0228
Fax: 303-792-6060

Environ. Consultant - MN

Frank Biagi

301 West 65th Street, Room 100
Richfield, MN 55423
Office: 612-798-2427
Fax: 612-798-2451

Environ. Consultant - NE/IA

Ron Rupe

3901 Westown Parkway
West Des Moines, IA 50266
Office: 515-286-8720, Fax: 515-223-3642

EHS Consultant - ND/SD

Paul Knoll

409 1st Avenue North, 3rd Floor
Fargo, ND 58102
Office: 701-241-3037
Fax: 701-241-4044

EHS Consultant - UT

Kevin Robison

Environ. Consultant - AZ/NM

John Ferguson

3640 E. Indian School Road, Room 200
Phoenix, AZ 85018
Office: 602-235-1484
Fax: 602-235-3964

Environ. Consultant - WA

Zelma Zieman

1600 Bell Plaza, Room 2013
Seattle, WA 98191
Office: 206-346-7532
Fax: 206-345-8705

Environ. Consultant - OR

Bill Archer

8021 S.W. Capitol Hill Road
Portland, OR 97219
Office: 503-242-6091, Fax: 503-293-4432

EHS Consultant - ID/MT

Gary Maiers

999 Main Street - 7th Floor
Boise, ID 83702
Office: 208-385-2020
Fax: 208-385-2762