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**Attachment PD17
(Unredacted)**

(appeal)

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DOCUMENT NUMBER-DATE

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ORIGINAL

Agreement No. CM90154 SSI

**STRATEGIC SOURCING MASTER DESIGNATED WORK for CONSTRUCTION
AGREEMENT**

BETWEEN

SPRINT/UNITED MANAGEMENT COMPANY

AND

THE FISHEL COMPANY, INC.

This Strategic Sourcing Master Designated Work for Construction Agreement ("Agreement") effective April 1, 1999 ("Effective Date"), between Sprint/United Management Company doing business as Sprint, a Kansas corporation ("Sprint"), with offices located at 903 E 104th Street, Kansas City, Missouri 64131 and The Fishel Company, Inc., ("Contractor"), with offices located at 718 South Westover Blvd., Albany, Georgia 31707.

WITNESSETH:

WHEREAS, Sprint, may from time to time, desire to have certain work performed as specified in Exhibits and

WHEREAS, Contractor represents itself to be capable and willing to perform such work as and when requested:

NOW THEREFORE, Sprint and the Contractor, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. DESIGNATED WORK

- 1.1 The Contractor will observe the conditions of Exhibit A-1 "Instruction to Bidders", in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to the Contractor by Sprint. Such work items, labor, and/or equipment will be referred to collectively herein as the "Designated Work". Work items are described and defined in the Exhibits. The term "Schedules" will mean Work Activities or Purchase Orders and other appropriate work drawings that specify the items of work authorized to be performed hereunder. Schedules may require Designated Work on Railroad Rights-of-Way, or other entities granting rights-of-way (collectively "Right-of-Way Entities" or "facilities of others"). Such term will also include, subject to Articles 1.6 and 1.7, verbal Schedules given to the Contractor for the purpose of emergency restoration, that Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in Exhibit B or on specific Bid Sheets where specific work items are not specified in Exhibit B. The Contractor will furnish all labor, cartage, tools, implements, appliances, and motor vehicles required to fully perform all Designated Work.

*Strategic Sourcing MDWA March, 1999
(Master Designated Work Construction Agreement)*

*Sprint Proprietary Information - Restricted
Do not Duplicate or Distribute*

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Part 1 of 3
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- 1.2. Exhibits and Attachments. All Services will be performed in accordance with the following Exhibits and Attachments:

EXHIBIT A: SCOPE OF DESIGNATED WORK

EXHIBIT A-1: INSTRUCTION TO BIDDERS

EXHIBIT B: ITEM CODES/JOB DESCRIPTIONS/

PRICES/SCHEDULES/TOOLS/COST QUOTE

ATTACHMENTS

1. SPRINT'S CODE OF ETHICS

2. GENERAL INFORMATION ON BUSINESS PROCESSES

3. CONTRACT ADMINISTRATORS DIRECTORY LISTINGS

4. GENERAL SAFETY REQUIREMENT

- 1.3 Agreement not Authorization. This Agreement does not authorize or commit Sprint to any quantity or dollar amount of Designated Work. Contractor may not perform any Designated Work nor will Contractor receive compensation for Designated Work without a Schedule authorizing the Designated Work, signed by both Sprint and Contractor.

- 1.4 Right to Assign. Sprint retains the right to assign the type of work covered by this Agreement to other Contractors or to Sprint's employees in the same areas as assigned to the Contractor. Contractor must afford other Contractors reasonable opportunities for the performance of their Designated Work and cooperate and coordinate with all other Contractors.

- 1.5 Plans.

1.5.1 Sprint will furnish to Contractor copies of plans reasonably necessary for performance of the Designated Work. The plans will consist of any maps, drawings, specifications and written instruction describing and detailing the Designated Work and will constitute a part of this Agreement. Except as provided in Articles 1.5.2 and 1.5.3 of this Article, Contractor will perform the Designated Work in conformity with the plans and/or any additional written instructions or drawings furnished by Sprint.

1.5.2 Plans for Designated Work will be based on the best information available to Sprint at the time of its preparation. Sprint does not imply or expressly warrant the accuracy of such plans and will not be liable for damages resulting from variation between the plans and actual conditions revealed during the progress of the Designated Work.

- 1.5.3 Plans and work drawings may not reflect or accurately reflect aerial and underground power facilities, telephone facilities, pipelines and other public or private improvements located within or adjacent to the work area. This fact will not relieve Contractor of its responsibility to ascertain the existence, position and ownership of any such structures, which may be subject to damage by reason of its operations. Contractor will take every precaution to preserve and protect any such improvements and facilities from injury or damage. In the event of such damage or injury, Contractor will indemnify Sprint in accordance with Article 13 of this Agreement.
- 1.6 Changes. Authorized representatives of Sprint may change by modifying, deleting, or adding to the Designated Work previously authorized by Schedules or appropriate plans, drawings, specifications, or exhibits. All Designated Work under such changed Schedules will be executed under the conditions of this Agreement. Applicable forms in effect at the time of such changes will be utilized to authorize and reflect the changes. If Contractor believes the compensation should be modified as a result of a change made by Sprint or for any other reason, Contractor must give Sprint written notice of claim within 7 days after notice of Sprint's change. Contractor must include with its notice a detailed estimate of the effect on compensation and the Schedule. Contractor agrees to continue performance pending resolution of its claim. Contractor waives any claim not made by Contractor in accordance with this sub-article.
- 1.7 Oral Changes. Contractor will not comply with oral changes in the Designated Work received from Sprint unless Contractor deems that such changes will not affect the cost, time schedule or integrity of the Designated Work. If Contractor believes that any oral changes in the Designated Work may involve a change in the cost, time schedule or integrity of the Designated Work, Contractor must require that the change be given in writing and proceed under Article 1.6 of this Agreement.
- 1.8 Delays.
- 1.8.1 Completion Date. Completion of the Designated Work will be accomplished within the time frame established by Sprint.
- 1.8.2 Contractor will not be compensated by Sprint for time lost due to delays in completion of the Designated Work, unless such lost time is caused by Sprint's gross negligence. In the event of such compensable losses, Sprint will compensate Contractor for such actual losses in an amount to be determined by Sprint. Such a decision will be final and binding upon both parties.
- 1.8.3 Sprint will not be obligated to assign work to Contractor if, in the sole judgment of Sprint, Contractor is, for any reason, incapable of performing such work on a timely basis.

- 1.9 Failure or Refusals. If, in Sprint's sole discretion, the Contractor fails, refuses, or is incapable to supply sufficient suitable tools, equipment, materials or skilled workers to diligently and properly perform the Designated Work, Sprint, forty-eight (48) hours written or verbal notice, may take over all incomplete portions of the Designated Work, materials and appliances on the site, and complete or have completed the Designated Work. The Contractor will be liable for the cost of such completion and such cost will be deducted from any compensation due the Contractor from Sprint. Any such amount due Sprint from the Contractor will be immediately payable on completion of the Designated Work. Any compensation otherwise due the Contractor for the Designated Work over and above the cost for completion by or for Sprint will be paid to the Contractor by Sprint. The rights and remedies provided herein are not exclusive and are in addition to all other rights and remedies available to Sprint.
- 1.10 Inspections. Contractor's performance will represent its best efforts and be of the highest professional standards. Sprint may inspect Contractor's performance and Contractor will facilitate inspection. Sprint's inspection (or lack of inspection) will not be an acceptance of Designated Work, a waiver of any right or warranty, preclude Sprint from rejecting defective Designated Work or relieve Contractor of Contractor's obligations under this Agreement. Any work unacceptable to Sprint will be corrected immediately by Contractor at Contractor's sole cost and expense. Sprint's cost for subsequent tests or inspections of work subject to correction, will be billed to and paid for by Contractor.
- 1.11 The Contractor will designate, in writing, a "Contractor Supervisor" to Sprint's work center location (or such other location(s) as Sprint may designate), where the Contractor will be performing Designated Work under this Agreement. The Contractor Supervisor will serve as the single point of contact and will be available to take calls 7 days a week 24 hours a day for Sprint in all dealings with the Contractor Supervisor for the duration of this Agreement. The Contractor Supervisor will be the person generally responsible for managing all administrative duties associated with the Contractor's performance of this Agreement and the person directly responsible for ensuring that the Contractor satisfactorily performs the Services. Contractor will arrange to have telephones, cell phones, and pagers available to all of its Contractor Supervisors, for contact at any time 7 days a week 24 hours a day. Contractor will furnish telephone and pager number(s) to Sprint concurrently with execution of this Agreement and promptly in the event any such numbers change. Should Contractor Supervisor be unable to respond, another back up person will be available at all times at the same number(s) or back up number(s) provided in writing by Contractor.
- 1.12 At Sprint's discretion, Contractor will arrange to have mobile telephones, cell phones, and pagers available during working hours of its technical employees performing the Designated Work. Contractor will furnish telephone and pager numbers to Sprint concurrently with all assigned Schedules and promptly in the event any such numbers change. Should technical employee be unable to respond,

another back up person will be available during working hours at the same number(s) or back up number(s) provided in writing by Contractor.

2. COMMERCIAL TERMS

2.1 Compensation. Sprint and Contractor agree that the amount to be paid by Sprint to Contractor for the performance of Designated Work will be computed by applying the appropriate rates and costs as set forth in Exhibit B (Item Code/Job Descriptions and Prices), and any Schedules. Any subsequent changes in or additions to the items, rates, and charges to become effective must first be accepted in writing by Sprint and Contractor, and said changes in or additions to items, rates and changes, upon written acceptance by both parties, and will be an amendment to this Agreement. Sprint will not have any liability for any other expenses or costs incurred by Contractor unless expressly provided in Exhibit B (Item Codes, Job Description, & Pricing), or agreed to by Sprint in writing.

2.1.1 Compensation paid to the Contractor for the performance of the Services will be computed as follows:

- (a) For Unit Price Work - Apply Unit Prices specified in Exhibit B, to each item of work specified in the Schedule, or
- (b) For Hourly Work - Apply the appropriate Hourly Cost items specified in Exhibit B.

If Hourly Work is required, it will be determined solely by Sprint, prior to commencement of the Services.

2.2 Method of Payment.

2.2.1 Designated Work issued pursuant to this Agreement will be completed when Sprint has conducted a final review and/or test of the quality of the Designated Work performed, and the results of such inspections and/or testing have been approved by Sprint.

2.2.2 The Contractor will promptly furnish to Sprint detailed invoices for all work performed upon completion of any Schedule, or for portions of the work completed on any Schedule when requested to do so by Sprint. All invoices will be submitted on forms provided by Sprint, or in such other medium and format as may be prescribed by Sprint. It may be a requirement, that at all times during this Agreement, the Contractor will be required to provide and maintain at the Contractor's expense, computer hardware and software with the capability of inputting all labor and materials used in performing the Designated Work in a format prescribed by Sprint. The Contractor will furnish invoices on a daily, weekly, biweekly, or monthly basis as directed by Sprint. The detailed invoices will include a complete list and description of all work completed under this Agreement.

- 2.2.3 The Contractor will furnish invoices covering non-labor expenses. Sprint will pay the Contractor the total undisputed amount due no later than thirty (30) days from receipt of such detailed and correct invoices.
- 2.3 Taxes, Duties and Fees. Contractor is responsible for any local, state or federal sales, use or other excise taxes upon the fees to be paid by Sprint for the Designated Work rendered by Contractor. In the event the governing law does not permit Contractor to absorb any such tax, such tax will be separately stated on the invoice and will be paid by Sprint in addition to the fees or other compensation owed Contractor.
- 2.4 Right to Offset. Sprint, without waiver or limitation of any rights, may deduct from any amounts due Contractor in accordance with this Agreement, or any other Agreement between Contractor and Sprint, any amounts owed by Contractor to Sprint.
- 2.5 Price Revisions. The prices as set forth in Exhibit B7 are firm for the first two (2) years of this Agreement. The prices are subject to change at the beginning of the third and fourth years of the contract. The price adjustments will become effective on 4/1/2001 and 4/1/2002 and remain in effect for twelve months. The price adjustment for 4/1/2001 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2000, or 3%. The price adjustment for 4/1/2002 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2001, or 3%. Sprint will apply the following definition of CPI-U:

CPI-U Definition (as published by the U.S. Department of Labor, Bureau of Labor Statistics):

Consumer Price Index - All Urban Consumers
Series ID - CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. City Average
Item: All items
Base Period: 1982-84=100
Annual data

2.6 Discounts. All discounts apply over the entire duration of the Agreement. For negotiated Volume Discounts or Early Payment Discounts see Exhibit B-7a.

3. AFFILIATE TRANSACTIONS

This Agreement is entered into by Sprint on its own behalf and for the benefit of all Sprint Corporation affiliated entities ("Sprint Affiliates"). The term Sprint Affiliate includes: a) controlled Sprint Affiliates, meaning any entity in which Sprint Corporation or its wholly-owned affiliates has practical management control over the entity by virtue of majority stock ownership or any equivalent ownership interest, b) uncontrolled Sprint Affiliates, meaning any entity in which Sprint Corporation directly or indirectly holds an equity or similar interest, but the interest does not give practical management control, or any entity which has affiliation agreement with a controlled Sprint affiliate under which it operates a wireless network using a Sprint brand or c) remote Sprint Affiliates, meaning parent entities of joint ventures of which Sprint or Sprint Affiliates are a part, telecommunications entities which have an affiliation with those joint ventures, and business customers of Sprint or Sprint Affiliates.

Any controlled Sprint Affiliate may automatically execute Schedules under this Agreement. Upon approval by Sprint, Contractor will accept any uncontrolled Sprint Affiliate Schedules, and may not unreasonably reject that Schedule. Upon notice by Sprint, any remote Sprint affiliate Schedules will be subject to negotiation between the parties. Contractor will refer inquiries regarding Schedules from remote and uncontrolled Sprint Affiliates to Sprint.

All references to Sprint refer equally to Sprint Affiliates executing Schedules with terms in accordance with this Agreement. No commitment is made by Sprint or any Sprint Affiliate, nor any liabilities accepted, except that set forth in a properly signed Schedule. All communications and invoices must be directed to the Affiliate issuing the Schedule under the instructions issued in the Schedule. Designated Work performed on behalf of any Sprint Affiliate will be billed to or collected from only that Affiliate. Only Sprint Affiliate issuing a specific Schedule under this Agreement will incur any obligation or liability to Contractor for any claim that may arise from or relate to that Schedule.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement begins on the Effective Date and ends March 31, 2003. Term is for four years with pricing for the first two years remaining fixed and thereafter price will be adjusted on an annual basis as mutually agreed by the parties. At the expiration of the indicated term of this Agreement, the obligations and rights of both parties as provided in this Agreement will continue for any work not completed at the expiration date. The Contractor agrees to fully perform all work set forth in any Schedules delivered to the Contractor by Sprint prior to the

expiration date, even though such Designated Work may not be fully performed by the Contractor prior to the expiration date.

- 4.2 Termination by Sprint. This Agreement and any Schedules may be terminated, in whole or in part, with cause upon thirty (30) days written notice from Sprint without liability. "Cause" to be defined as including, but not limited to, such issues as quality, safety, schedule compliance, ethical violations, and negligence resulting in damages to facilities (not limited to Sprint facilities). Contractor will cease work on the termination date in Sprint's notice and take all reasonable actions to minimize expenses applicable to terminated work. Contractor will be compensated for Sprint approved Designated Work and project reimbursables actually provided to the date of termination.
- 4.3 Termination by Contractor. The Contractor may terminate this Agreement upon ninety (90) days prior written notice to Sprint, provided, however, the Contractor agrees to fully perform any and all Designated Work delivered to it on or before the termination date. In addition, the Contractor will take all steps necessary to transition the Designated Work to Sprint's own workforce or Sprint's approved Contractor.
- 4.4 Change in Ownership. This Agreement, including any Schedules, may be terminated at any time by Sprint without penalty if there is any change in control or ownership of Contractor. Contractor must give Sprint no less than thirty (30) days written notice of any change in control or ownership of Contractor.
- 4.5 Return of Property. Upon termination of this Agreement or any Schedules, Contractor must, within twenty (20) days, return all data, equipment, materials, and properties of Sprint.

5. INDEPENDENT CONTRACTOR

- 5.1 Employment Practices. Contractor must comply with all Federal, State, and Local laws, regulations and orders relating to Equal Employment Opportunity, Americans with Disabilities Act, Workers' Compensation, Unemployment Compensation and Federal Income Compensation Act (FICA). Upon request, Contractor will furnish Sprint with its EEO policies and procedures, verification of workers' compensation, unemployment compensation, FICA and the number of hours any individual performs Designated Work for Sprint within any 12 consecutive month period.
- 5.2 Contractor Personnel. Contractor, its subcontractors, employees or agents are independent Contractors for all purposes and at all times. Contractor has the responsibility for, and control over, the means and details of performing the Designated Work, subject to Sprint's inspection. Contractor will provide all training, hiring, supervision, hours of work, work policies and procedures, work rules, compensation, payment for expenses and discipline and termination of its employees. Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, Contractor's employees

including, without limitations, contributions to any employee benefit, medical or savings plan and is responsible for all payroll taxes including, without limitation, the withholding and payment of all federal, state and local income taxes, FICA, unemployment taxes and all other payroll taxes. Contractor is also solely responsible for compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation coverages on Contractor's employees.

- 5.3 Upon request by Sprint's appropriate manager or its designee, the Contractor will promptly remove from the job any employee of the Contractor or its subcontractors. Such request will not be intended or construed by the Contractor as directing or suggesting that the Contractor terminate or discipline said employee. The employee's employment status with the Contractor is in all circumstances a matter solely between the employee and the Contractor. Sprint will only pay for work actually performed by the removed individual or sub-contractor prior to Sprint's notice for removal and not for transportation or per diem costs associated with replacing the individual.
- 5.4 Employment Indemnity. Contractor will indemnify and defend Sprint from all claims by any person, government or agency relating to payment of taxes and benefits, including without limitation, any penalties and interest that may be assessed against Sprint. Contractor will similarly indemnify and defend Sprint from all claims by any person or governmental agency which arise directly or indirectly from any failure by Contractor to comply with applicable Workers' Compensation laws with respect to maintenance of Workers' Compensation coverage on Contractor's employees, or any other provision of this Article.
- 5.5 Contractor will require its employees, agents, and subcontractors to comply with the terms and conditions of this Agreement.
- 5.6 Contractor, its subcontractors and employees have no authority to act on behalf of, or to bind Sprint, unless Sprint gives Contractor written notice.

6. Proprietary Information

- 6.1 Proprietary Information. Contractor acknowledges that while performing this Agreement it may have access to Sprint-owned trade secrets, including but not limited to products, planned products, service or planned service, Contractors, customers, prospective customers, data, financial information, computer software, processes, methods, knowledge, inventions, ideas, marketing promotions, discoveries, current or planned activities, research, development or other information relating to Sprint's business activities or operations or those of its customers or Contractors ("Proprietary Information").
- 6.2 Protection of Proprietary Information. This Agreement creates a confidential relationship between Sprint and Contractor. Contractor will keep Proprietary

Information confidential and, except as authorized by Sprint in writing, Contractor may only use Proprietary Information to perform the Designated Work as required under this Agreement, and may only make copies necessary for performing the Designated Work. Contractor will label all Proprietary Information as Proprietary to Sprint. Upon cessation of work, or upon Sprint's request, Contractor will return all documents and other materials in Contractor's control that contain or relate to Proprietary Information. Contractor specifically agrees not to use Sprint Confidential Information for its own benefit, or for the benefit of any of its other clients.

- 6.3 Non-Disclosure Agreements. Sprint may require signed Non-Disclosure Agreements from Contractor's employees, agents or subcontractors.
- 6.4 Proprietary Information Exclusions. Proprietary Information does not include information that Contractor can demonstrate by written documentation:
 - 6.4.1 is rightfully known to Contractor prior to negotiations leading to this Agreement;
 - 6.4.2 is independently developed by Contractor without any reliance on Proprietary Information; or
 - 6.4.3 is or later becomes part of the public domain or is lawfully obtained by Contractor from a third party.
- 6.5 Injunctive Relief. Contractor acknowledges that disclosure of Proprietary Information by Contractor will cause irreparable injury to Sprint, its customers and other suppliers, that is inadequately compensable in monetary damages. Accordingly, Sprint may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Article, in addition to any other remedies in law or equity.
- 6.6 Secrecy of Communications. An essential part of telephone service is privacy and the Contractor must never give any person reason to believe that conversations, or the nature of any message, will become known to anyone else through any fault of the Contractor or Sprint or its employees. The Contractor shall be responsible for its employees to be aware of the Secrecy of Communications as follows:
 - 6.6.1 Must not divulge to any unauthorized person, any knowledge regarding communications arrangements between Sprint and its customers.
 - 6.6.2 Must not give any person, except as required in the day-to-day performance of the duties under this Agreement, any information whatever regarding the location of equipment, trunks, circuits, cables, etc., or regarding the installation of any central office equipment, or any information regarding Sprint's plant.

- 6.6.3 Must not listen in on any telephone conversation except as required in the performance of the job. The Contractor or its agents or employees must not disclose to any unauthorized person any part of a conversation overheard.
- 6.6.4 Must not divulge to any unauthorized person the existence, substance, purpose, effect or meaning of any communication between any customers of Sprint.
- 6.6.5 Information gained regarding military installations, communications arrangements, filter center, etc., must not be discussed with anyone.
- 6.6.6 The above secrecy requirements apply to all modes of communication offered by Sprint.
- 6.6.7 If Contractor, its agents or employees receive any request with regard to a telephone conversation the matter should be referred to the Contractor Supervisor for further handling.
- 6.6.8 The Secrecy of Communications is protected by law. For violation of the Federal Communications Act the law imposes a fine of not more than \$10,000 or imprisonment for a term of not more than ten (10) years, or both.
- 6.6.9 The Contractor agrees to abide by all Federal and State laws and regulations regarding telephone conversations and transmissions. All Sprint records, plans and other data made available to Contractor shall be kept confidential, not be released to any third party and only used for the purposes of work performed for Sprint.

7. OWNERSHIP

- 7.1 Sprint-Owned. All equipment, materials, drawings, specifications, technical data or other information that Contractor receives directly or indirectly from Sprint or from a third party on behalf of Sprint, or that is paid for, in whole or in part, by Sprint, or developed or prepared by Contractor and furnished to Sprint in the performance of the Designated Work is the property of Sprint ("Sprint-Owned").
- 7.2 Intellectual Property. Contractor must disclose and assign to Sprint, as Sprint-Owned, all intellectual property generated, conceived or developed under this Agreement, including but not limited to proprietary information, inventions conceived or reduced to practice as a result of this Agreement, and any resulting patents. Contractor will provide reasonable assistance to Sprint to secure intellectual property protection including but not limited to assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection of

protection or title. Contractor will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Contractor warrants to Sprint that Contractor's employees are subject to agreements that will secure Sprint's rights under this Article.

- 7.3 **Worldwide License.** Contractor grants to Sprint a fully paid-up, worldwide license to utilize any work previously owned by Contractor but delivered to Sprint under this Agreement in any manner and in all media now known or later conceived or created.
- 7.4 **Return of Property.** Contractor must mark all such property as Sprint-Owned, and must return all Sprint-Owned property to Sprint upon Sprint's request, or upon the termination or expiration of this Agreement, whichever is earlier. Contractor is responsible and must account for all Sprint-Owned property, and bears the risk of loss while the property is in Contractor's possession.
- 7.5 **Inspection and Records.** Sprint-Owned property may only be used in Contractor's performance of the Designated Work. Sprint may inspect any Agreements and associated records including invoices by which Contractor acquires Sprint-Owned property.
- 7.6 **Title to Equipment and Materials.** Sprint's pre-ordered equipment and materials required to perform all Designated Work will be consigned to Contractor ("Consigned Property"). Upon consignment, Contractor assumes responsibility for delivery, storage/warehousing, inventory reporting, installation, operation and risk of loss of the Consigned Property. Title to Consigned Property remains with Sprint. Title and risk of loss to all other equipment and materials incorporated into the completed Designated Work will pass to Sprint upon final acceptance. If the Contractor furnishes materials, or utilizes special equipment with prior approval of Sprint, the Contractor may invoice Sprint at cost plus a ten (10) percent handling charge. If Sprint does not give prior written approval, the cost incurred for said materials are the responsibility of the Contractor.
- 7.7 **Contractor's Tools.** Risk of loss for all Contractor's or subcontractors' tools and equipment or other personal property not incorporated into the completed Designated Work will remain with Contractor.

8. CONTRACTOR WARRANTIES

Contractor Warrants to Sprint as Follows:

- 8.1 Individuals assigned to provide Designated Work will have the expertise, skills, training and professional education to perform the Designated Work in a workmanlike and professional manner. Contractor, its employees, subcontractors, and agents will obtain and keep current, at Contractor's expense, all certificates and licenses (including professional licenses, if applicable) necessary for Contractor to perform the Designated Work.

- 8.1.1 In order to present a professional appearance to members of the public and Sprint's customers, Contractor will ensure that persons performing the work under the Agreement, will comply with standards of dress outlined in Sprint's practices, while working on projects for Sprint.
- 8.2 If Contractor is providing professional Designated Work, the Designated Work, findings and recommendations will meet or exceed generally accepted professional, engineering, or architectural principles.
- 8.3 Sprint will receive clear title to all deliverables or goods incidental to Designated Work performed as defined in the applicable Schedules.
- 8.4 Designated Work and deliverables will conform to the Schedule specifications for one (1) year after Sprint's acceptance of the Designated Work. Any materials and equipment that may be provided will be new. At Sprint's request and at no charge, Contractor will promptly correct defects or provide replacement Designated Work for any non-conforming Designated Work. If Contractor fails to correct defects or replace Designated Work within twenty (20) days after written notice, Sprint may do so and charge Contractor for the cost incurred.
- 8.5 The Designated Work and the deliverables provided by Contractor under this Agreement and Sprint's use of them will not infringe upon the rights of any third parties, and Contractor will indemnify and defend Sprint against any claims of infringement;
- 8.6 The prices stated for Designated Work are at least as favorable as those charged to any other of Contractor's customers for the same or similar Designated Work. Contractor agrees that any price reduction made in the Designated Work covered by this Agreement subsequent to its execution, but prior to payment, will be applicable to Sprint's payment;
- 8.7 Inspection, test acceptance, payment or use by Sprint of the Designated Work furnished do not affect Contractor's warranty obligations;
- 8.8 Contractor will keep Sprint's and other Right-of-Way Entities' (or facilities of others) premises and vicinity clean and free of debris caused by Designated Work and will leave the premises and vicinity ready for use;
- 8.9 All of Contractor's tools, equipment, and motor vehicles, will be fully insured, in satisfactory operating condition, fit for the uses intended and suitable for the safe and efficient performance of Designated Work. Sprint may make periodic inspections to determine compliance with this provision. Time lost because required tools or equipment are not available will not be billed to Sprint. Billing of such time by the Contractor is cause for cancellation of this Agreement without notice.
- 8.10 Contractor is aware of:

- 8.10.1 the nature of the Designated Work required;
- 8.10.2 the location and peculiarities of the jobsite;
- 8.10.3 the character, quality, and quantity of equipment and materials required to perform the work;
- 8.10.4 the type and magnitude of engineering, procurement, and labor required; and
- 8.10.5 all other matters affecting the performance of Designated Work.

Conditions that exist or that may hereafter exist as a result of error or omission on the part of Contractor to make the necessary examination and investigations, in this Article 8.10 will not relieve Contractor from its obligations under this Agreement, nor will be accepted as a basis for varying the requirements of Sprint or the compensation to Contractor.

- 8.11 Contractor warrants that Contractor's provision of Designated Work to Sprint, and any related deliverables provided to Sprint under this Agreement, will not be adversely affected by the occurrence or use of dates before, on, or after January 1, 2000 A.D., including dates and leap years between the twentieth and twenty-first centuries ("Millennial Dates"). Any deliverables (including any software, hardware or firmware product(s) delivered by Contractor to Sprint) will without error or omission, create, receive, store, process and output (collectively, "Compute") information related to Millennial Dates. This warranty includes, without limitation, that the deliverables will accurately, and without performance degradation, Compute Millennial Dates, date-dependent data, date-related interfaces, or other date-related functions (including, without limitation, calculating, comparing, and sequencing such functions). At Sprint's request, Contractor will provide written evidence sufficient to demonstrate adequate testing and conversion of the deliverable to meet the foregoing requirements. Contractor further warrants that Software used by Contractor to produce deliverables, reports or invoices under this Agreement will comply with the Y2K Warranty contained herein.
- 8.12 Contractor warrants that it will not use, in the performance of Designated Work under this Agreement or any Schedule, any software that refers to, or is based upon, a license from GNU Public License, the Free Software Foundation, or that is "copylefted."

9. SAFETY AND SECURITY

- 9.1 **Safety Standards Compliance.** Contractor will comply with all Occupational Safety & Health Act (OSHA) regulations and all other applicable federal, state and local rules and regulations that may apply to performance of the Designated Work. Contractor must immediately notify Sprint by telephone (followed by written confirmation within 24 hours) of any product or material used in providing Designated Work which fail to comply with any applicable safety rules or standards

of any government agencies (including the Environmental Protection Agency) or which contains a defect which could present a substantial risk to the public health or of injury to the public or the environment, and will be solely responsible for notifying all "One Call" agencies as required.

9.2 Contractor Supervisor.

9.2.1 The Contractor will designate a responsible member of the Contractor's organization who will be present (working or supervising) at the Job site every shift, whose duty will be to monitor and ensure that the Contractor's safety program is being followed. This person must be a "competent person", as defined by OSHA, and well versed in the Contractor's safety program. This person is expected to take immediate remedial action in the event that there are unsafe conditions at the job site and/or the provisions of Article 9.1 of this Agreement are not followed. This person will be the Contractor's Supervisor unless otherwise designated by the Contractor in writing to Sprint.

9.2.2 The Contractor Supervisor or any subcontractor, or sub-subcontractor sustaining a fatality, or an accident involving the hospitalization or medical treatment of three (3) or more employees from a single occurrence on a Sprint job site must inform Sprint's appropriate manager within 24 hours of the occurrence.

9.2.3 If the Contractor or any subcontractor or sub-subcontractor fails to correct unsafe conditions or work which is not in accordance with the requirements of Article 9.1 or attachments to the Agreement, Sprint may direct the Contractor in writing to stop work after repeated warnings until the cause for such order has been eliminated or corrected. If an imminent danger condition exists, a verbal request to stop work will be given by Sprint, and work will be stopped until the condition is abated.

9.3 *Investigations.* Contractor must cooperate in any investigations conducted by Sprint.

9.4 *Asbestos.* Contractor will evaluate each site upon which Designated Work to be performed for potential asbestos containing material (ACM), to assure compliance with all applicable Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) asbestos statutes and regulations. The Contractor Supervisor will be responsible to determine if asbestos is present in the work area. In the event that any work to be performed hereunder may involve ACM, every reasonable effort to select alternate routes and methods so as not to disturb or cause any known ACM or suspect material to release fibers into the air. If alternate routes and methods of installation are not available, or if at any time there is a question concerning potential asbestos exposure, Sprint must be consulted.

9.5 Protective Measures and Notices.

- 9.5.1 Performance of the Designated Work may bring employees of the Contractor and/or its subcontractors in close proximity to the facilities of others with the resulting risk of injury or death to such employees and other persons or damage to such facilities. The Contractor will keep itself fully informed of the location of the facilities of others and assumes full responsibility for taking appropriate protective measures to avoid or minimize such risks.
- 9.5.2 At the Contractor's request Sprint will confirm to other persons or utilities that the Contractor is performing work for Sprint and request the cooperation of such persons or utilities to determine the existence, location and ownership of any facility that may be subject damages in the performance of the Designated Work. However, the Contractor will be solely responsible for taking proper protective measures to protect all persons from personal injury and to prevent damage to facilities encountered while performing the Designated Work. Sprint will not incur any liability by reason of such assistance or because of any failure of such other persons or utility to comply with such requests.
- 9.6 Weapons. Contractor is prohibited from carrying weapons or ammunition onto Sprint's premises or using or carrying weapons while performing Designated Work on Sprint's behalf or attending Sprint-sponsored activities. Contractor further agrees to comply with any postings or notices located at Sprint's or Right of Way Entities', or facilities of others, premises regarding safety, security or weapons.
- 9.7 Drug and Alcohol Testing. Contractor will comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690;41 U.S.C.S. 701 et seq.), and all regulations, rules and orders promulgated thereunder. Contractor certifies, warrants, and represents to Sprint: (1) that Contractor will at all times maintain a drug and alcohol testing program to assure a drug and alcohol-free workplace; (2) that upon request of Sprint, Contractor will furnish copies of Contractor's policies and practices regarding drug and alcohol testing; and (3) that all persons assigned by Contractor to perform Designated Work under this Agreement will at all times be free of the influence of drugs and alcohol.
- 9.8 Employee Identification. Contractor's employees, subcontractors or agents are required to wear or carry items that will easily identify them as being associated with Contractor. Such items include but are not limited to Contractor's uniform, shirt, hat, identification badge or pin.
- 9.9 Motor Vehicle Identification. All vehicles used by the Contractor, its employees, subcontractors, and agents in performing work for Sprint under this Agreement, will be properly identified by the display of Contractor's decals and/or other markings on both sides of the vehicle. In order to preserve the image and public perception of Sprint, Sprint will require minimum standards of appearance and utility for vehicles used by the Contractor while working on projects for Sprint.

Such standards will include, without limitation, requirements concerning the age, mileage and appearance of the vehicles, magnetic decals identifying the vehicle as a Contractor's vehicle, and restrictions on bumper stickers and other attachments that may reflect unfavorably on Sprint. Those standards which will result in expense to the Contractor will be phased in on a schedule agreeable to the Contractor and Sprint to minimize cost to the Contractor complying with such standards.

- 9.10 Safety and Security Indemnity. Contractor will be liable for any safety or security breach resulting from its failure to comply with Sprint safety or security requirements and the provisions of this Article, and will indemnify, defend and hold Sprint and the other entities referenced herein harmless for any loss or damage arising out of or relating to any safety or security breach.
- 9.11 Reporting Accidents or Claims. The Contractor will notify Sprint in writing of all accidents or claims arising out of or in connection with Designated Work performed under this Agreement within twenty-four (24) hours after occurrence. Such notice will not relieve the Contractor from liability under this Agreement, nor will such notice increase or modify Sprint's obligations to the Contractor.
- 9.12 Excavation/Trench Safety. The Contractor agrees that any excavation performed under this Agreement will conform to:
- 9.12.1 The Excavation/Trench Safety Standards of 29 C.F.R., 1926.650 Subpart P, will be in effect during the period of construction of any work performed hereunder.
- 9.12.2 The addition of more strenuous requirements are stated in Attachment 4 or any other agency having jurisdiction of the safety requirements of the job.
- 9.12.3 Contractor has included in its prices a separate item identifying the cost and specific method of compliance with the applicable trench safety standards.

Contractor expressly represents that all individuals provided by it under this Agreement have received comprehensive training required under the Occupational Safety and Health Act ("OSHA"), are knowledgeable of hazards encountered in the communications industry and how to deal with such hazards, and have been expressly instructed to comply with all OSHA standards in performing work under this Agreement. Contractor will provide any and all personal protective equipment ("PPE") and associated training to its employees that may be necessary to perform work under this Agreement. Contractor will maintain all records necessary to document training and compliance with OSHA for those individuals it provides under this Agreement. Contractor shall provide such documentation to Sprint upon request.

- 9.13 Compliance. Contractor warrants and agrees its employees, agents and subcontractors will abide by Sprint's security requirements at the designated premises where Designated Work is performed under this agreement. Any violation

of Sprint's policies will be referred to Sprint's Corporate Security Department or Human Resources Department.

- 9.14 Contractor will comply with the General Safety Requirements for Sprint Employees and Agents. (See Attachment No. 4.)

10. SUBCONTRACTING

Contractor may not sub-contract any portion of the Designated Work without Sprint's prior written consent to both the Designated Work to be subcontracted and the proposed subcontractor, and will remain fully liable for the work performed and for the acts or omissions of the subcontractor.

11. FEDERAL REQUIREMENTS

- 11.1 **Federal Acquisition Requirements.** If Sprint or the federal government determines that this Agreement supports specific requirements included in a Sprint Contract or subcontract with the federal government, Contractor will be subject to certain federal procurement regulations contained in Sprint's Contract or subcontract. Contractor will be subject only to federal procurement regulations that must be included in all subcontract as a matter of law.
- 11.2 **Subcontracting Opportunities.** Contractor will manage the Subcontractors (Large, Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses) to ensure that commitments to Sprint are met and high quality standards are achieved. Contractor must make an accounting of dollars that are subcontracted to firms that are Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses Small Businesses under Small Disadvantaged Businesses, or Women-Owned Businesses under Small Business Administration regulations. These dollars will be reported quarterly in writing to the following address:

Suppliers Diversity Department
Sprint
903 E. 104th Street
Kansas City, MO 64131

12. INSURANCE

- 12.1 During the term of this Agreement, Contractor will obtain and maintain, and will cause any subcontractors to obtain and maintain, with financially reputable insurers which are licensed to do business in all jurisdictions where any "Designated Work" is performed and which are reasonably acceptable to Sprint, not less than the following insurance:

- 12.1.1 Workers' Compensation as provided for under any Workers' Compensation or similar law in the jurisdiction where any "Designated Work" is performed, with an Employer's Liability limit of not less than \$1,000,000 per accident or disease.
 - 12.1.2 Commercial General Liability, including coverage for Contractual liability and products/completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured. If any work is to be performed on a railroad right-of-way, such insurance shall contain an express provision, as evidenced on the below-referenced certificate of insurance, that the Contractual liability coverage contains no exclusion for any work performed on or near a railroad right-of-way.
 - 12.1.3 Business Auto insurance covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured.
 - 12.1.4 Umbrella/Excess Liability with limits of not less than \$2,000,000 combined single limit in excess of the above-referenced Employer's Liability, Commercial General Liability and Business Auto Liability.
 - 12.1.5 "All Risk" "Builder's Risk" Property insurance coverage for not less than the full insurable value of the project covering not less than the full replacement cost of Contractor's and all subcontractor's if any, real or personal property at risk due to this Agreement during the course of this agreement.
- 12.2 Waiver of Subrogation. Contractor will look first to any insurance in its favor before making any claim against Sprint, its directors, officers, employees (including Contractor's or subcontractor's employees) or damage to any property arising from any cause, regardless of negligence, and does hereby release and waive to the fullest extent permitted by law, and shall cause its respective insurers to waive to the fullest extent permitted by law, all rights of recovery by subrogation or otherwise against Sprint, its directors, officers, employees, agents and/or representatives.
- 12.3 Certificate of Insurance. Contractor and all subcontractors, if any, will, as a material condition of this Agreement and prior to the commencement of any work and not less than fifteen (15) days prior to any renewal thereof, deliver to Sprint a certificate of insurance, satisfactory in form and content to Sprint, evidencing that the above insurance, including waiver of subrogation, is in force and will not be canceled or materially altered without first giving Sprint thirty (30) days prior written notice and that all coverage are primary to any insurance carried by Sprint,

its directors, officers, employees agents and/or representatives. Such notification to Sprint will be addressed to the appropriate Agreement Administrator.

- 12.4 No Limitation. Nothing contained in this Article limits Contractor's liability to Sprint, its directors, officers, employees, agents and/or representatives to the limits of insurance certified or carried.

13. LIABILITY AND INDEMNIFICATION:

- 13.1 Indemnity. Contractor agrees to release Sprint, irrevocably and forever, and will defend, pay all judgments, expenses, and costs (including attorney's fees) and generally indemnify, defend and hold Sprint harmless from all liability, suit, claim or proceeding ("claims") resulting from the performance or non-performance of this Agreement brought against Sprint by any person not a party to this Agreement, for any damage, loss or destruction of any kind, including, without limitation, loss to any property or for any personal injury, including, without limitation, death, defamation and invasion of privacy, to any person, including without limitation any personnel of Sprint or Contractor, if the loss, destruction, injury or death results or allegedly results, in whole or in part, from the act, negligence, error, omission or willful misconduct or breach of this Agreement by Contractor.
- 13.2 Fire Protection System. Contractor will not be liable for the design and installation of any portion of the existing fire protection system which is not designed or installed by Contractor; except to the extent that Contractor is shown to be at fault in causing a defect in the performance of the system. Further, Sprint will hold harmless from any claims arising out of a pre-existing condition in the design and installation of the fire protection system.
- 13.3 Halon Safety. Contractor acknowledges that the Services may include working on or near a halon fire suppression system. Contractor understands that there may be significant regulatory concerns and financial losses due to a discharge of halon, and Contractor agrees to indemnify and hold Sprint harmless from any loss Sprint may incur arising out of halon discharge caused by the acts or omissions of Contractor.
- 13.4 Notification. Sprint will notify Contractor in writing of any claims, and will provide information, assistance and authority for Contractor's handling and defense of the claim, all at Contractor's expense.
- 13.5 Sprint Defense. Notwithstanding Contractor's obligations to handle and defend all claims as set forth above, Sprint may, at Sprint's sole option, take whatever action it deems reasonable and appropriate in the handling, defense, or settlement of any claim, at Contractor's expense. However, Sprint will notify Contractor in writing of any proposed settlement of a claim. Contractor will be bound to indemnify Sprint for the proposed settlement amount, unless within 20 days of notice, Contractor

brings an arbitration action to determine whether or not the proposed settlement amount is reasonable. Sprint will not be precluded from settling any claim, but Contractor will only be required to indemnify Sprint for the amount held to be reasonable by the arbitration proceeding.

- 13.6 Limitation of Liability. Sprint will not be liable for special, indirect or consequential loss or damage. Sprint's entire liability will be limited to the amount due for the Services attributable to the claim, less amounts paid by Sprint.

14. RIGHT OF AUDIT

Audit and Inspection. Contractor will maintain all records pertaining to Designated Work, Contractor's performance, and costs performed for a period of at least 3 years after final payment. Sprint may audit, copy and inspect the records at reasonable times during the term of this Agreement and for the 3-year period.

15. NOTICE

Communications relating to this Agreement must be identified by the Agreement number located in the upper right corner of this Agreement and the number of the applicable Schedule, and communicated by certified mail, return receipt requested, verified facsimile or overnight mail with proof of delivery to the following addresses or as may be later designated by written notice of a party:

Sprint: See Attachment No. 3 for list of Contract Administrators
Contractor: Mike Jordan
The Fishel Company, Inc.
718 South Westover Blvd.
Albany, Georgia 31707
Phone: (912)883-8600
Fax: (912)883-5003

16. ARBITRATION

- 16.1 Scope and Procedure. Any dispute arising out of or relating to this Agreement, including any issues relating to arbitrability or the scope of this arbitration clause, will be finally settled by arbitration in accordance with the rules of and administered by the American Arbitration Association applying the substantive law of Kansas without regard to any conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration will be held in the Kansas City, Missouri metropolitan area. The

arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party waives any damages in excess of compensatory damages.

- 16.2 Injunctive Relief. Notwithstanding the foregoing, Sprint may bring a claim for injunctive relief in any court of competent jurisdiction without first submitting the claim to arbitration.
- 16.3 Joinder. At the sole discretion of Sprint, other parties may be added to the arbitration if they assert any right to relief, jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. At the sole discretion of Sprint, other parties may be added to the arbitration if there is asserted against them jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. A party need not be interested in obtaining or defending against all the relief demanded. Awards may be given for one or more of the parties according to their respective rights to relief, and against one or more parties according to their respective liabilities. Contractor consents to joinder of other parties to any arbitration commenced by Contractor or by Sprint, and also to being joined in any other arbitration commenced by or against Sprint.
- 16.4 Continuing Performance. Contractor agrees to continue performance during the pendency of any dispute, unless performance is terminated by Sprint under Article 4.
- 16.5 Limitation of Claims. No claim may be brought by Contractor after Sprint has made final payment to Contractor. Claims made by Contractor may only be brought against Sprint Affiliate that issued the Work Order giving rise to the claim.

17. LIQUIDATED DAMAGE

- 17.1 Damage or Cut Cables and/or Facilities. Contractor will insure that in performing Designated Work under this Agreement that Contractor, its employees, agents, subcontractors and other persons under its control, take reasonable steps to prevent damage or cut Sprint's cables or damage its facilities. In the event a cable is cut by Contractor, its employees, agents, subcontractors and other persons under its control, Contractor agrees to pay the actual costs of restoration and repair, including the cost of materials and labor at fully loaded rates. Contractor agrees to pay an additional 10% of the cost of restoration as liquidated damages, which the parties agree is a reasonable estimate of administrative costs, including managerial time, and investigation of the cable cut or damage. Contractor will pay these amounts to Sprint upon receipt of invoice, or Sprint may set these amounts off amounts due and owing to Contractor by Sprint. A cable cut or damage to Sprint's facilities is also grounds for termination of this Agreement.
- 17.2 Construction Delays. Contractor acknowledges Sprint's critical need for Contractor to provide the Designated Work set for in this Agreement in accordance with the Schedules, and Contractor agrees and warrants to provide the Designated Work within the time schedule set out herein, and as set forth in the Exhibits. Contractor

is aware that if the Designated Work is not completed within the time schedule requirements agreed to by the parties, and upon the agreed completion dates, Sprint may incur costs and damages in an amount that is difficult to ascertain at the time of the signing of this Agreement. It is the intention therefore, of the parties to provide for liquidated damages that are reasonable and proportionate to the measure of loss to Sprint for delays in the performance and completion of the Designated Work not due to Force Majeure events (excused delays) as provided in Article 18.17 of this Agreement. The parties therefore agree that Contractor will pay to Sprint as liquidated damages and not as a penalty, as follows:

Due to Contractor's failure to perform services by the completion time schedules set forth in the Schedules and Exhibits of this Agreement, the amount of \$250 per day, as liquidated damages will be paid to Sprint by the Contractor. Contractor shall not be responsible for nor deemed to be in default because of delays in performance of this Agreement solely due to the acts or omissions of Sprint. The completion date shall be extended one day for each day that Sprint's delay directly causes Contractor to be unable to perform its obligations hereunder.

Completion delays for Buried Service Wire are not subject to liquidated damages.

In addition to all other remedies stated herein, including liquidated damages, failure to meet any time schedules for a period of thirty (30) days will entitle Sprint to terminate this Agreement.

18. GENERAL

- 18.1 Communication. Contractor must not refer to Sprint at any time as a public utility.
- 18.2 Contractor Performance. The Contractor will begin and execute the Designated Work with promptness and diligence to meet the completion date required by Sprint. Notwithstanding the above, Sprint may direct times and the order of precedence or priority in which any portions of the Designated Work will be performed. Sprint is not obligated to pay for Designated Work performed or deliverables or goods delivered which do not conform to the Schedules.
- 18.3 Material/Mechanic's Lien. Contractor will promptly pay for all Designated Work, materials, equipment and labor used under this Agreement; will hold Sprint harmless from all losses, expenses, and liabilities connected with Contractor's failure to promptly pay for Designated Work, materials equipment or labor; and will keep Sprint's or Right of Way Entities' premises free of claims or liens.
- 18.3.1 In the event there are any outstanding bills against the Contractor for labor, materials or any other expenditures related to the performance of the Designated Work, Sprint may pay said outstanding bills and deduct the amount of same from the amounts shown in the invoice or withhold

payment of any amount equal to the sum of said bills until the same are paid by the Contractor.

- 18.3.2 Sprint may, before making any payment to the Contractor require the Contractor to furnish satisfactory proof of full payment by the Contractor without limitation for all labor, materials, supplies, machinery, and equipment furnished for or used in the performance of the Designated Work. Sprint may require the Contractor to furnish satisfactory waivers of lien supported by affidavits, establishing that all liens and rights to claim liens that could arise out of the performance of the Designated Work have been waived. Whether or not such proofs of payment or waivers have been furnished, the Contractor shall indemnify Sprint from any liens, liabilities, actions, costs and expenses associated in any way the Contractor's or any subcontractors or materialpersons's failures to pay for any labor, materials, supplies, machinery or equipment used in or furnished in the performance of the Designated Work.
- 18.4 *Ethics Code/Gratuities.* It is the written policy of Sprint to decline acceptance of gratuities offered by vendors of products or Designated Work. During the term of this Agreement and any extension hereof, Contractor will not offer and will not give a gratuity of any sort to employees of Sprint. Contractor will report the solicitation of a gratuity of any sort by a Sprint employee to an officer of Sprint. Failure to comply with this provision may result in termination of this Agreement or in such other action, as Sprint deems appropriate, regardless of whether Contractor initiated the offer or an employee solicited it. Contractor agrees to comply with Sprint's Code of Ethics, where applicable, a copy of which is attached to this Agreement and is incorporated in this Agreement. Contractor will also comply with additional policies and procedures governing conduct on Sprint's premises that may be provided to Contractor from time to time.
- 18.5 *Assignment.* Contractor may not assign this Agreement wholly or in part, voluntarily or by operation of law, or otherwise, without Sprint's written consent. Any assignment of this Agreement in violation of the foregoing will be void, at the option of Sprint. Sprint may assign this Agreement to any Sprint Affiliated entity without the consent of Contractor. Otherwise, the parties agree that this Agreement is personal in nature and neither party may assign this Agreement or any of its rights or delegate its obligation without prior written consent of the other party.
- 18.6 *Governing Law.* This Agreement is governed by and construed in accordance with the laws of the State of Kansas without regard to any conflict of law provision.
- 18.7 *Laws and Regulations.* Contractor will comply with all local, municipal, state, federal and governmental laws, orders, codes and regulations in the performance of this Agreement and any Schedules.
- 18.8 *Permits and Licenses.* The Contractor will secure if required, and pay for all authorizations, permits and licenses required by any governmental authority or

private property owner with respect to the Designated Work. The Contractor will give all notices, pay all fees and comply with all environmental and governmental requirements relating to the Designated Work, except as hereinafter provided. Sprint will, without delaying performance of the Designated Work, provide all permits for occupying or utilizing underwater rights-of-way, provide all necessary permits for excavating streets, highways, railroad rights-of-way, public utility easements, or private property. The Contractor will indemnify and save harmless Sprint from liability on account of the Contractor's failure to secure or comply with such authorizations, permits, licenses, or easements.

- 18.9 Waiver. The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term.
- 18.10 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect, to be construed as if the unenforceable provisions were originally deleted.
- 18.11 Survival. Numbered provisions 5.4, 7.0, 8.0, 9.8, 10, 13, 14, 16, 17, 18.6, 18.11, 18.20 will survive the termination or expiration of this Agreement, in addition to any other provisions that by their content are intended to survive the performance, termination or cancellation of this Agreement.
- 18.12 Publicity. Contractor will not, without Sprint's prior written consent:
- 18.12.1 make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or
 - 18.12.2 in any manner advertise or publish the fact of this Agreement.
- 18.13 Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
- 18.14 Headings. The headings in this Agreement are for the convenience of the parties, and will have no legal effect in the interpretation of this Agreement.
- 18.15 Covenant Not to Compete. Contractor agrees that during the period this Agreement is in effect and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit or provide a service and/or products similar to the Designated Work to Sprint's customers for whom the Designated Work is being performed, and at the site(s) served by this Agreement.
- 18.16 Attorneys' Fees. In the event either party to this Agreement is required to take action to enforce any of the terms of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs for any appeals thereof, as well as any collection costs incurred.

- 18.17 Force Majeure. Neither party will be liable to the other for any delay, failure to perform, accept and pay for all or any part of the Designated Work tendered for delivery by Supplier due to governmental action, statute, ordinance or regulation, fire, acts of God, that makes performance, acceptance and payment impossible or impractical. The parties agree that the occurrence of the Year 2000 is NOT an event of force majeure under this Agreement.
- 18.18 Disaster Recovery Plans. Contractor will provide Sprint with a copy of its Disaster Recovery Plans for Sprint's review and approval. Contractor will comply with its Disaster Recovery Plans as approved by Sprint.
- 18.19 Restoration of Streets and Highways. The Contractor will, at its expense, properly backfill all excavations made in performing the Designated Work. The Contractor will fully restore all streets and highways, including sidewalks, and driveways public or private, that are disturbed in making excavations, to the satisfaction of such governmental authority or private owner, unless otherwise ordered by the appropriate governmental authority or private party. Should the Contractor fail to properly make such restoration, the Contractor will reimburse the governmental authority or private owner for any expense incurred as a result of such failure. The Contractor will indemnify and save harmless Sprint from any expense incurred by the reason of the Contractor's failure to comply with this Article.
- 18.20 Bid/Performance/Payment Bonds.
- 18.20.1 Contractor will furnish in duplicate, when requested, a Bid Bond in the amount of five (5) percent of the Agreement sum, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Bid Bond is A.I.A. Document A-310 latest edition.
- 18.20.2 Contractor will furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, in the amount of \$ 500,000, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Performance Bond and Labor and Material Bond is A.I.A. Document A-311, latest edition.

19. ENTIRE AGREEMENT

This Agreement, together with the Exhibits and Schedules, constitutes the entire Agreement between Sprint and Contractor with respect to the subject matter contained herein and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral prior to the Effective Date. This Agreement may not be amended or modified except by written document signed by both parties. In the event of an inconsistency between the terms of this Agreement and a Schedule, the Schedule will control.

SIGNED:

SPRINT/UNITED MANAGEMENT COMPANY

THE FISHEL COMPANY, INC.

By: *Brian J. Watson*
(signature)

3/25/99

By: *W. Michele Jordan*
(signature)

Brian J. Watson
(print name)

W. Michele Jordan
(print name)

Director - Professional Services & Admin
(title)

VICE PRESIDENT
(title)

3/25/99
(date)

MAR 15, 1999
(date)

EXHIBIT A

SCOPE OF DESIGNATED WORK

Outside Plant Functions

Aerial Services
Buried Services
Buried Service Wire Services
Cable Splicing Services
Hourly Services
Equipment

Sourcing Areas For

Florida
Ocala
Leesburg
Winter Park
Winter Garden
Kissimmee

FOR FUNCTIONS AWARDED BY A SPECIFIC LOCATION PLEASE REFER TO EXHIBIT B-7.

EXHIBIT A-1
INSTRUCTIONS TO BIDDERS
FOR
OUTSIDE PLANT CONSTRUCTION

1. Before submitting a bid, each Bidder must be familiar with Federal, State and Local laws, ordinances, rules and regulations affecting performance of the work.
2. Contractor must familiarize itself with and comply with the Trench Safety Act. The Act requires that trenching at a depth of more than five (5) feet be performed in accordance with OSHA requirements. The Act also requires that cost of compliance with trench safety standards and the specific method of compliance be identified in the bid sheets. Cost of compliance shall be stated in terms of linear feet; shoring will be stated in terms of square feet of shoring.
3. The state mandated "Manual on Traffic Control and Safe Practices" shall be used as the guide for work area protection.

Note: For additional safety precautions, all Sprint safety practices will be observed at all times.

4. Fire hydrants shall, at all times, be readily accessible and be clear of all stockpiled and excavated earth, and be free from the hazard of exposed excavation.
5. No road, street or alley shall be closed to the public until the Contractor has secured permission from the proper governmental authorities. The governmental authorities shall also be notified promptly upon the re-opening of any previously closed road, street or alley.
6. The Contractor is cautioned to be completely familiar with the City, County and Department of Transportation road crossing permit requirements and the specifications for the replacement of driveways, sidewalks, the restoration of street surfaces disturbed, and the maintenance of the flow line of all drainage ditches, culverts and swales.
7. All pavement removed shall be replaced in kind and in full conformity with the corresponding specifications of the City, County and/or State. New material shall be used and the finished repair shall be satisfactory to Sprint Inspector/Supervisor and appropriate governmental agency.
8. The Contractor shall be responsible for the replacement of surfaces and, at his expense, shall repair any damage attributed to it which may occur within twenty-four (24) months after completion of a project. If, within ten (10) days after being notified of such needed repairs, the Contractor has not complied with the request, Sprint shall have the repairs made by other parties and bill the Contractor for such repairs.

9. Seeding grass and mulching operations, when required, are to begin after an installation of cable. All requirements regarding grassing and mulching will be in accordance with D.O.T. specifications. Any yards or parts of the right-of-way in front of private property which have a grass mat will be resodded with like sod, or otherwise to the Inspector's/Supervisor's and property owner's satisfaction.
10. Where resodding is required, the State or Federal Department of Agriculture pest control requirements regarding imported fire ants must be satisfied. When required, the Contractor must furnish written certification that the sod used is obtained from an area outside the zone of quarantine of the imported fire ant or that the sod is free of the imported fire ant.
11. Any surface, sod, or paving that has to be removed and restored because of damage by the Contractor in excess of that required by job specifications shall be removed and restored at the Contractor's expense.
12. Backfilling for all buried cable excavations will include compaction in twelve (12) inch lifts and shall meet with the satisfaction of governmental agencies or property owners. When required, density tests will be taken by an independent laboratory and paid for by the Contractor. Reimbursement will be made when a copy of the paid laboratory invoice is submitted with the Contractor's invoice.
13. The location of foreign utilities shown on work prints are provided from available information. Sprint does not guarantee completeness of information or location. The Contractor is cautioned to locate all foreign utilities prior to starting a project and have secured locate request ID from the One Call Center.
14. As specified in Section 1926.651 of the OSHA Regulations, other utilities shall be notified of proposed work prior to starting excavation on a work activity.
15. When working with or adjacent to existing Sprint property, Contractor shall be responsible for locating all existing Sprint facilities. Facility locations shall be performed using inductive and conductive instruments. Extreme caution shall be exercised to protect existing conduit and/or cables. The Contractor shall be held liable for any and all damage to existing conduit and/or cables resulting from performance of the designated work by the Contractor and shall reimburse Sprint in full for liquidated damage, the repair and/or replacement of such conduit and/or cables damaged during, or in connection with, the work as described herein and as shown on the work drawings.

Note: For the purposes of this contract, a cable cut will be defined as:

- (a) Severed copper conductor or fiber strand,
- (b) Damage to cable sheath resulting in service interruption, (wet cable).

16. Contractor shall provide computers that are capable of interfacing with Sprint's mobile automated record system. This record system will be used by Contractor to assist in facility locates. Contractor shall promptly notify Sprint, in writing, of any discrepancies or omissions in the charts, records or other information provided to it by Sprint to the extent that such discrepancies can be determined by Contractor. Contractor shall also notify Sprint, in writing, of any plant irregularities it discovers while performing its duties under this Agreement.
17. The Contractor must execute a Sprint "General Agreement" prior to beginning work.
18. Sprint reserves the right to request the name of subcontractors which the successful Bidder may employ. If at any time during the life of the Contract, Sprint has reasonable objection to any proposed subcontractor, other person or organization, it may require the successful Bidder to submit an acceptable substitute.
19. The Contractor shall not be required to employ any subcontractor, other person or organization to whom it has objection.
20. The Contractor shall ensure its employees adhere to the established requirements for appearance and conduct.
 - a. Personal hygiene should be maintained in a manner conducive to local social and work place standards.
 - b. Footwear, equipped with steel toe protection that meets ANSI and standard Z41PT91 must be worn.
 - c. Clothing is to be designed to safely enhance the individual's job functions.
 - d. Lewd or suggestive pictures or writings upon clothing or vehicle is unacceptable.
 - e. Sexual or socially unacceptable language or gestures will not be tolerated.
21. Sprint reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Sprint's satisfaction.

The Contractor, by signing below, acknowledges its understanding of these requirements.

Date _____

Firm _____

(Corporation, Partnership or Proprietorship)

By _____

(Officer)

(Title)

Exhibit B

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EXHIBIT B-1 - - AERIAL SECTION

EXHIBIT B-1 – AERIAL SECTION

SPRINT

UNIT WORK DESCRIPTIONS AND PRICES

OUTSIDE PLANT CONSTRUCTION

PLACE POLE/PUSH BRACE

Includes hauling pole from a pole yard or pole pile, digging the hole in earth, setting and aligning the pole, tamping up and disposing of surplus dirt, and includes restoration if required. (Any required materials, refer to General Agreement, Article 2.) This also includes butt grounds, all required stenciling and placing riser guards (Cable 2) as required.

Unit of measure: each

615001 Place pole 25' to 35'

615002 Place pole 40' to 45'

615003 Place pole 50' and above

REMOVE POLE/PUSH BRACE

Includes pulling the pole, filling and tamping the hole and hauling the pole to a pole yard or pile in the vicinity. It includes removal of all hardware and stenciling. (Any required materials, refer to General Agreement, Article 2.)

Unit of measure: each

615004 Remove pole 25' to 35'

615005 Remove pole 40' to 45'

615006 Remove pole 50' and above

ADDITIONAL CHARGES RELATED TO POLES

615007 **Hand Carry** - When poles must be dollied, hand-carried, or skid into position, this unit is added for each foot (overall length) of pole set in this way. This unit is used primarily for poles to be set, removed, or relocated in areas inaccessible to construction trucks.

Unit of measure: foot

615008 **Pole/Relocation** - Relocation is used when a pole is lifted and moved over by trenching or by lifting the pole out of a present location and placing in a new hole at an adjacent location. Also included is setting pole in plumb or at the correct angle of rake, proper tamping, tagging and restoring the area to an orderly appearance.

Unit of measure: each

615009 **Straighten Poles** - Includes loosening the earth around the pole, replumbing the pole, tamping and restoration of surface to a neat appearance. This includes all classes and sizes. This applies to existing poles only.

Unit of measure: each

615010 **Setting/Removing Pole** (any size) in Power.

Unit of measure: each

Note: Does not include poles which have been topped and pose no power hazard when removing

615011 **Place/Remove Pole Block** - Includes placing a pole block anchor on an existing or new pole including all excavation, anchor installation below ground surface and all restoration.

Unit of measure: each

615012 **Place/Remove Pole Block and Key** - Placement of additional pole key anchor at the base of the pole.

Unit of measure: each

STENCILING POLE

615013 Means placing the required stenciling on existing pole to make it coincide with continuing property records. This includes removing any old stencils when necessary to renumber a pole. Poles are to be stenciled, as required, when set.

Unit of measure: each

ADDITIONAL CHARGES FOR EXCAVATION OF SOLID ROCK/CORAL TO SET
POLE/ANCHOR

- 615014 When rock must be removed from hole by means of a jack hammer, blasting or other mechanical means, this rate will be paid in addition to pole/anchor placing rate. This unit rate will not be billed without prior approval of the Company.
Unit of measure: each

PLACE ANCHOR

- 615015 Includes hauling anchor to the job site and all required work to properly install anchor in correct position and proper depth. Includes screw and expanding type anchors.
Unit of measure: each

REMOVE ANCHOR/ROD

- 615016 Removal of the anchor/rod out of the ground, all restoration as required, and haul anchor/rod to designated storage area.
Unit of measure: each

PLACE/REMOVE GUY

- 615017 Place/Remove Guy (any size). Includes the hauling of all required material and associated hardware, boring any necessary holes, placing/removing bolts and making up, remove or retensioning guy, complete. (This includes guy guard, span guys, sidewalk guys, overhead guys and down guys.)
Unit of measure: each

PLACE/GROUND AERIAL PROTECTOR TO AERIAL GROUND WIRE OR GROUND ROD

- 615018 Includes hauling protector and associated equipment to the job site mounting the protector, connecting to line wires and bonding protector to Power Company vertical ground wire or to grounded cable messenger. In the absence of one of these grounds, a ground wire is to be run from the protector up the pole with sufficient length left coiled for attachment to the Power Company horizontal neutral by Power Company employees, or at the discretion of the Company, bond the protector to a ground rod and securing it with appropriate cleats or staples. It does not include placing ground rod.
Unit of measure: each

REMOVE/TRANSFER PROTECTOR (ANY TYPE)

- 61019 Includes removing wires from protector, removing protector and hauling to designated storage area. It also may include moving of protector on the same pole or transferring it to a replacing pole at the same location.
Unit of measure: each

PLACE GROUND RODS

- 615020 This unit includes hauling the ground rods to the work location and installing, either mechanically or manually, the number of rods required to obtain the ground as indicated on the work drawing. This includes megger testing grounds requiring the installation of multiple rods (includes megger testing) or a single rod, as applicable.
Unit of measure: each

- 615021 Megger Testing of existing Grounds

PLACE GROUND WIRE

- 615022 Includes hauling material to the job site and attaching ground wire to the item being grounded (or bonded) to an aerial ground such as Power Company multi-grounded neutral, grounded messenger strand, ground rod or a properly installed pole butt ground.
Unit of measure: each

Note: This is not to be confused with ground wire placed in conjunction with placing and grounding a protector.

PLACE/REMOVE/TRANSFER AERIAL WIRE

- 615023 Means to place, remove, or transfer aerial wire from pole, crossarm, building or messenger and attach to another pole, crossarm, building, or messenger strand. This will include any guards, cleats and associated hardware as required.
Unit of measure: each

PLACE READY ACCESS TYPE WIRE TERMINAL

- 615024 Includes hauling the terminal to the job site and mounting it on the rural distribution wire. In the case of mounting on self support rural distribution wire, this includes removing the plastic sheath over the core. It also includes any wire terminating.
Unit of measure: each

REMOVE/TRANSFER WIRE TERMINAL

- 615025 Includes the removing or transferring of wires from the terminal, removing or transferring terminal and hauling it to designated storage area.
Unit of measure: each

TRANSFER CABLE TERMINAL

- 615026 Includes the raising or lowering of terminal on the same pole or removing terminal from a pole and attaching it to a replacing pole.
Unit of measure: each

BOND EXISTING STRAND OR GUY

- 615028 Means to bond an existing messenger strand or a guy to a Power Company vertical ground or attach the bonding wire to the strand where the two are not on the same bolt or guy and run up the pole and leave sufficient length coiled up for attachment to Power Company horizontal neutral wire in the absence of a vertical ground wire. Also includes bonding of a guy to a messenger strand or bonding two messenger strands together, if required.
Unit of measure: each

TRANSFER CABLE ATTACHMENT

- 615029 Includes boring hole, if required, and placing suspension clamp on pole, attaching cable and placing supports and spacers as required. Includes transferring cable and all hardware from the pole, removing spacers and supports, if required. (This does not apply when cable is being removed.) Includes boring hole, if required, and raising or lowering the cable on the same pole or removing cable attachment from a pole and attaching it to a replacing pole at the same location.
Unit of measure: each

TRANSFER BURIED RISER

- 615030 Transfer buried riser cable on pole includes replacing cable guards.
Unit of measure: each

PLACE/REMOVE/TRANSFER AERIAL LARGE APPARATUS

Place large apparatus such as load coils (400 and larger), air dryers, cross connects, etc. and covers hauling the apparatus and required mounting hardware from the storage location to the job site and properly mounting on pole or strand. Removals applies to removal of apparatus from a pole or strand after it has been unspliced from the cable and hauling to a designated storage location.

Unit of measure: each

- 615031 Place
- 615032 Remove
- 615033 Transfer

Note: The Contractor is responsible for exercising due care in handling load coils to prevent damage.

PLACE MESSENGER STRAND (ALL SIZES)

- 615034 Includes hauling the strand to the point of use, stringing out pulling up to required tension and tightening the cable attachment or clamp. It also includes boring holes and placing suspension clamps. It does not include extension arms or any special construction. This includes bonding to all existing facilities per company specifications.

Unit of measure: foot

REMOVE MESSENGER STRAND (ALL SIZES)

- 615035 Includes removal of strand and all associated mounting hardware and returning of all material to a designated storage area.

Unit of measure: foot

Note: This unit will not be utilized when removing strand and cable in one operation.

TRANSFER MESSENGER STRAND/CABLE (ALL SIZES)

- 615036 Applies to transferring or swinging of strand/cable and all associated mounting hardware as designated and will include any retensioning required.

Unit of measure: span

PLACE/REMOVE CABLE EXTENSION ARM

This unit covers the placement of a cable extension arm to clear obstacles. It also includes removal and returning it to a designated storage area.

Unit of measure: each

- 615037 Place
- 615038 Remove

TRANSFER FOREIGN UTILITIES

615039 This unit applies to transferring/swinging of foreign utilities (Cable TV, etc.)

Unit of measure: per attachment

PLACE/REMOVE FALSE DEADEND (USING GUY CLAMPS)

615040 Includes hauling material to the job site, cutting/removing required length of strand for false deadend, and installing/removing the false deadend with the use of guy clamps.

Unit of measure: each

Note: Not included under new construction.

STRAND DEADEND

615041 Support strand deadend when not associated with new strand installation. Includes placement of all hardware, proper tensioning and bonding of strands.

Unit of measure: each

REMOVE ALL SIZES OF RURAL DISTRIBUTION WIRE

615042 Includes removing all associated supporting attachments and removing the wire in the most convenient and safe manner and hauling it to designated storage area.

Unit of measure: foot

PLACE AERIAL CABLE ON STRAND

This covers hauling cable (all types) to job site, pulling in and lashing cable to strand. This also includes leaving facilities at the proper sag at the completion of the installation and placement of fiber optic cable tags as required.

Unit of measure: foot

- 615045 Copper Cable 100 Pair and Under
- 615046 Copper Cable 101 - 400 Pair
- 615047 Copper Cable 401 Pair and Over
- 615048 Fiber Cable
- 615049 Backpull where required by the company, with prior approval

REMOVE AERIAL CABLE

Means to remove lashing wire/delashing aerial cable and all associated items such as terminals, splice closures, etc., from the messenger strand and pole in a safe and convenient manner and hauling it to a designated storage area. This also includes cutting the cable in short pieces when requested by the Company. Removing messenger strand is not included.

Unit of measure: foot

- 615052 Copper Cable 300 Pair and Under
- 615053 Copper Cable 301 Pair and Over
- 615054 Fiber Cable

PLACE/REMOVE OSCILLATION DAMPERS

Placement/Removal of oscillation dampers on aerial cable to eliminate cable oscillation. Dampers may be preformed or B cable strap between two cables. No unit applied for removal when dampers are removed with cable and strand.

Unit of measure: each

- 615055 Place
- 615056 Remove

PLACE FIBER MARKER TAGS

615057 Place fiber marker tags as required.
Unit of measure: each

Note: This unit to be utilized on existing routes. New cable placement includes placement of marker tags.

LASH CABLE TO EXISTING CABLE

615058 Includes hauling necessary materiel to the job site, making necessary supporting attachments, and pulling in and lashing new cable to cable already in plant. It will include any tree guard and all retentioning, as required.
Unit of measure: foot

PLACE/REMOVE SELF SUPPORTING CABLE

This includes hauling cable and associated mounting hardware to the job site and properly placing it in plant. This includes removing all sizes and covers the safe and convenient removal of all cable and pole attachments and hauling it to a designated storage location.
Unit of measure: foot

615062 Place
615063 Remove 300 pair and under
615064 Remove 301 and larger

Note: This unit will also be utilized when removing strand and cable in one operation.

CLEAT FACILITIES TO POLE OR BUILDING

This covers all work necessary to cleat a cable, ground wire, drop to walls, backboards, riser poles, boat docks, according to Company specifications.
Unit of measure: foot

615065 Cleat Cable 1 - 200 pair
615066 Cleat Cable over 200 pair
615067 Cleat Ground Wire or Service Wire

PLACE/REMOVE "U" CABLE GUARD

- 615068 Includes hauling materiel to the job site and securing "U" guard with straps and drive screws or with drive screws only, as applicable. Includes removing "U" guard and all associated mounting attachments and hauling to designated storage area.
Unit of measure: each.

TREE TRIMMING

- 615069 Trimming performed as clearance trimming is one foot from the cable placed. Contractor is responsible for notification of property owners when tree trimming is to be performed on or affronting private property. Disposal of brush and/or chips is contractor responsibility. All state right-of-way trimming requires state approval.
Unit of measure: per linear foot
- 615071 Regular tree trimming is four (4) feet wide and down to ground level. Contractor is responsible for notification of property owners where tree trimming is to be performed on affronting private property. All state right-of-way trimming requires state approval.
Unit of measure: per linear foot

Note: Any required tree trimming for maintenance will be paid by hourly rate with prior Company approval.

BUSH HOG RIGHT-OF-WAY TO COMPANY SPECIFICATIONS

This unit applies when brush must be cleared from the right-of-way to ground level prior to cable placement.
Unit of measure: per linear foot

- 615073 Bush Hog 10' wide
- 615074 Bush Hog 15' wide

TREE GUARD

- 615076 This unit is applied when protective tree guards are required on aerial cable to provide protection from trees, limbs, etc., rubbing the cable.
Unit of measure: each

SQUIRREL/RODENT GUARD

615077 This unit is applied when squirrel/rodent guard is required for protection of the cable.

Unit of measure: per linear foot

EXHIBIT B-2 -- BURIED PLANT SECTION

EXHIBIT B-2 -- BURIED PLANT SECTION

CONSTRUCTION DEWATERING

The contractor shall comply with all applicable Federal and State Regulations governing of water from construction dewatering activities.

Verification of compliance may be requested by Sprint at any time. Verification of compliance may include, but is not limited to; laboratory analysis reports, and permit documentation, exemption documentation, etc.

PUMPING OF UTILITY MANHOLES

All utility manhole pumping activities which result in a discharge of water to surface waters or storm sewer drains, must be conducted in accordance with all applicable Federal, State and Local regulations, " applicable law ". Prior to pumping water from utility manholes the contractor shall, at a minimum, test the manhole for flammable and explosive atmospheres, perform a visual inspection for evidence of petroleum pollutants and conduct other reasonable and necessary tests under the circumstances to identify the presence of suspected pollutants.

Evidence of petroleum pollutants includes visible free petroleum product, diesel or gasoline odors, and/or visible sheen across the water's surface. Where floating petroleum product is not identified, but other visual and olfactory signs indicate potential contamination, the water cannot be discharged to storm water manholes, streets, surface waters or rights of way until tests indicate the water is free of pollutants.

When a contractor identifies a manhole which appears to have polluted water, they shall report the condition to a Sprint manager/supervisor and wait for instructions before proceeding with any pumping operation. Sprint management will make necessary arrangements to have the water analyzed and removed by a licensed hazardous waste disposal company if required.

CABLE DEPTH SPECIFICATIONS

All cable is to be buried at a minimum depth of 24" or as specified on the construction drawings.

Any deviations from the required depth will require the concurrence of the Company.

BURY CABLE ANY METHOD

This covers hauling cable (all types) to the job site and all work required to install it in the ground according to the Company specifications. Prices for this work operation apply to the total footage's of cable installed, including cable placed in laterals to pedestals or poles. This includes plowing parallel to existing facilities, foreign utilities, fences, mailboxes and signs, etc.

Unit of measure: foot

Note: This includes excavation, backfilling and compaction, removal & restoration of sod, seeding & mulching to the satisfaction of the Company, customer and regulatory agencies.

- 616004 Copper Cable (All sizes) Minimum Cover 24"
- 616005 Copper Cable (All sizes) Minimum Cover 30"
- 616006 Copper Cable (All sizes) Minimum Cover 36"
- 616007 Copper Cable (All sizes) Minimum Cover 42"
- 616008 Copper Cable (All sizes) Minimum Cover 48"

- 616009 Fiber Cable (All sizes) Minimum Cover 24"
- 616010 Fiber Cable (All sizes) Minimum Cover 30"
- 616011 Fiber Cable (All sizes) Minimum Cover 36"
- 616012 Fiber Cable (All sizes) Minimum Cover 42"
- 616013 Fiber Cable (All sizes) Minimum Cover 48"

Note: Included in the placement of fiber optic cable is the placement of warning tape 12" below the surface, back pulling, figure eighting of the cable when required to by pass obstacles or to pass through a bore.

616014 An additional charge will be added to the unit prices for each 12" increment or part thereof in excess of 48" in depth.

616015 Additional charge for Rock Unit of measure: linear foot

Note 1: An excavation for buried plant shall be considered rock only when blasting or mechanical means of removal are required.

In the event of a disagreement regarding the nature of excavated material, the Company shall make the final decision, Contractor shall bill Company accordingly.

Note 2: Cable placed in or across drainage ditches must be a minimum of 36" for copper. For fiber optic cable the minimum depth across drainage ditches will be 48". From cultivated or non cultivated areas from drainage ditches from pedestal to pole, minimum depth for copper will be 36" and 48" for fiber optic cable, or as specified on the work drawings by engineering.

REMOVE BURIED CABLE ANY METHOD

616018 This covers all work required to remove all types and sizes of cable from the job site and haul to the Company designated area. Prices will be for total footage and will include cable in closures or riser poles. In addition these prices will include all excavation, backfilling and compaction, removal & restoration of sod, seeding & mulching to the satisfaction of the Company, customer and regulatory agencies.
Unit of measure: foot

Note: Any grouting of abandoned pipe in railroad right-of-way will be paid by Hourly Rate.

PRE RIP PLOW LINE

616019 This unit is required to clear obstacles which would cause a deviation in the proposed route and to ensure proper depth can be maintained. This unit will be used only with prior Company approval.
Unit of measure: foot

PLACE CABLE/CONDUIT IN OPEN TRENCH DUG BY OTHERS

This operation covers hauling the cable and conduit to the job site and all required handling to place it in an open trench dug by others.

Unit of measure: foot

- 616020 Place Cable (All Sizes)
- 616021 Place Metallic/Plastic Pipe
- 616022 Place Subduct
- 616023 Additional charge for back filling if requested by the Company

BURY ADDITIONAL CABLE/PIPE IN SAME OPERATION

An additional charge, as follows, will be added to the Unit Prices, as applicable, when placing additional cables/pipes in the same burying operation.

Unit of measure: foot

- 616024 Copper Cable (All Sizes)
- 616025 Metallic/Plastic Pipe (All Sizes)
- 616026 Fiber Cable/Subduct

Note: Includes multiple duct conduit (example Tel-duct 4-way 1 1/4" conduit).

- 616027 An additional charge will be added to the unit prices for each 12" increment or part thereof in excess of 48" in depth.

Unit of measure: foot

PUSH PIPE

This covers hauling the pipe to the job site, supplying and using all necessary tools and equipment, all required digging in connection with the operation, and installing the pipe where required by pushing pipe. This also includes backfilling and compaction, removal and restoration of sod and seeding & mulching to satisfy Company, customer and governmental agencies. If after two attempts installation is not possible, contact the local Company supervisor or the OSP engineer for instructions. An attempt is defined by moving location at least 24". The final decision is at the discretion of the Company.

Unit of measure: foot

616030 Push Pipe, up to 2", Minimum Cover 24"

616031 Push Pipe, up to 2", Minimum Cover 30"

616032 Push Pipe, up to 2", Minimum Cover 36"

616033 Push Pipe, up to 2", Minimum Cover 42"

616034 Push Pipe, up to 2", Minimum Cover 48"

616035 Push Pipe, 2 1/2"-4", Minimum Cover 24"

616036 Push Pipe, 2 1/2"-4", Minimum Cover 30"

616037 Push Pipe, 2 1/2"-4", Minimum Cover 36"

616038 Push Pipe, 2 1/2"-4", Minimum Cover 42"

616039 Push Pipe, 2 1/2"-4", Minimum Cover 48"

616040 Push Pipe, over 4", Minimum Cover 24"

616041 Push Pipe, over 4", Minimum Cover 30"

616042 Push Pipe, over 4", Minimum Cover 36"

616043 Push Pipe, over 4", Minimum Cover 42"

616044 Push Pipe, over 4", Minimum Cover 48"

616045 An additional charge will be added to the unit prices for each 12" increment, or part thereof, deeper than 48".

JACK AND BORE PIPE

This unit provides for the placing of pipe by means of a boring machine and it must be performed according to DOT requirements.

Unit of measure: foot

616050 Jack & Bore Pipe, up to 2", Minimum Cover 24"

616051 Jack & Bore Pipe, up to 2", Minimum Cover 30"

616052 Jack & Bore Pipe, up to 2", Minimum Cover 36"

616053 Jack & Bore Pipe, up to 2", Minimum Cover 42"

616054 Jack & Bore Pipe, up to 2", Minimum Cover 48"

616055 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 24"

616056 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 30"

616057 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 36"

616058 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 42"

616059 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 48"

616060 Jack & Bore Pipe, over 4", Minimum Cover 24"

616061 Jack & Bore Pipe, over 4", Minimum Cover 30"

616062 Jack & Bore Pipe, over 4", Minimum Cover 36"

616063 Jack & Bore Pipe, over 4", Minimum Cover 42"

616064 Jack & Bore Pipe, over 4", Minimum Cover 48"

616065 An additional price will be added to the unit prices for each 12" increment, or part thereof, deeper than 48" deep.

ROCK BORING

Additional price as follows will be added when rock is encountered sufficient to require use of a non-standard auger head.

Unit of measure: foot

616070 Rock Boring, Minimum Cover 24"

616071 Rock Boring, Minimum Cover 30"

616072 Rock Boring, Minimum Cover 36"

616073 Rock Boring, Minimum Cover 42"

616074 Rock Boring, Minimum Cover 48"

616079 An additional price, will be added to the unit prices for each 12" increment or part thereof, deeper than 48" deep.

PUSH ROD OR NON-CASED BORE-DRIVEWAYS/ROADWAYS

This covers a non-cased boring operation to pull cable under obstructions such as driveways/roadways or trees when a pipe/casing is not required. This will include all required pits.

Unit of measure: foot

616081 Place Bore 1" - 3"

616082 Place Bore larger than 3"

BURY STEEL PIPE - 6" AND SMALLER - ANY METHOD

This covers hauling pipe to job site and burying it by any method. It includes excavation, backfilling, compaction and restoration of sod/seed & mulch to satisfaction of the Company, customer and governmental agencies.

Unit of measure: foot

616083 Bury Steel Pipe 6" & smaller Minimum Cover 24"

616084 Bury Steel Pipe 6" & smaller Minimum Cover 30"

616085 Bury Steel Pipe 6" & smaller Minimum Cover 36"

616086 Bury Steel Pipe 6" & smaller Minimum Cover 42"

616087 Bury Steel Pipe 6" & smaller Minimum Cover 48"

616088 Each additional pipe when more than 1 pipe is required in the same trench.

616089 An additional price, will be added to the unit prices for each 12" increment or part thereof, deeper than 48".

BURY PLASTIC PIPE - 6" AND SMALLER - ANY METHOD

This item includes multiple duct conduit (example Tel-duct 4-way 1 1/4" conduit). Any required couplings are also included.

Unit of measure: foot

616091 Bury Plastic Pipe 6" & smaller Minimum Cover 24"

616092 Bury Plastic Pipe 6" & smaller Minimum Cover 30"

616093 Bury Plastic Pipe 6" & smaller Minimum Cover 36"

616094 Bury Plastic Pipe 6" & smaller Minimum Cover 42"

616095 Bury Plastic Pipe 6" & smaller Minimum Cover 48"

616096 Each additional pipe when more than 1 pipe is required in the same trench.

BRIDGE ATTACHMENT

- 616098 This unit consists of the necessary labor for installing of steel or plastic conduit along bridges. Details of the method of installation will be on construction work prints.
Unit of measure: foot

PLACE "U" CABLE GUARD/PROTECTIVE PLANKING OVER BURIED CABLE

- 616099 This covers hauling the material to the required job site, clearing away sufficient dirt and placing the "U" guard/planking horizontally over the cable to protect it from dig-in damage at locations where the cable may be more susceptible to damage such as where it crosses over road culverts.
Unit of measure: each

PLACE CABLE/INNERDUCT IN CONDUIT

This operation covers loading of cable or innerduct onto the Contractor's vehicle(s), transporting it to the job site and pulling it into underground, direct buried, or building conduit. This includes pumping out and ventilating manholes, as applicable; "rodding" the duct; pulling in the winch line and pulling the appropriate size leather washer or wire brush duct cleaner, attached in line with the winch, through the duct ahead of the cable. This will also include maintaining all required air pressure.

These prices apply to cable/innerduct pulled into underground duct runs between manholes, building conduit and to direct buried ducts which require the same procedures.
Unit of measure: foot

- 616101 Place cable in conduit
616102 Place Innerduct in conduit
616103 Additional charge for each additional cable/innerduct when more than one (1) cable/innerduct is required.

BURY SUBDUCT FOR FIBER CABLE

This covers hauling subduct to the job site and burying it with any required couplings.
Unit of measure: foot

- 616105 Place one (1) subduct
616106 Each additional subduct when more than one (1) subduct is required.

PLACE FIBER OPTIC CABLE IN SUBDUCT

616110 The rate for placing fiber optic cable in subduct includes loading of cable and transporting it to the job site and pulling it in direct buried subduct. It also includes excavating, backfilling and restoration of all intermediate access pits required as pull holes to assist in pulling cable into buried subduct.

Unit of measure: foot

REMOVE UNDERGROUND CABLE

616112 This covers all work operations necessary to remove cable from duct systems between manholes or from direct buried duct and plugging the ducts after the cable has been removed. This includes the required care to remove such cable and transport it to a designated storage location.

Unit of measure: foot

MANDREL DUCT/INSTALL PULL WIRE

616114 This operation applies to mandrelling ducts at the request of the Company to determine the condition of the duct. This operation covers pumping and ventilating manholes, "rodding" the ducts and the necessary steps to pull the required size of mandrel through the ducts. It also includes pulling in behind the mandrel a pull-in wire (or acceptable substitute), if requested by the Company.

Unit of measure: foot

PLACE FIBER OPTIC CABLE IN CONDUIT/INNERDUCT

616117 This operation covers loading of fiber optic cable and transporting it to the job site and pulling it into underground or building conduit. This includes pumping out and ventilating manholes, "rodding" the duct, pulling ahead of the fiber optic cable, the appropriate size leather washer or wire brush duct cleaner in line with the winch line and securing fiber optic cable to manhole walls with cable cleats.

Unit of measure: foot

REMOVE UNDERGROUND FIBER OPTIC CABLE

616119 This covers the necessary work operations to remove cable from any duct system and transport it to a designated storage location. It also includes plugging the ducts after the cable has been removed.

Unit of measure: foot

REMOVE INNERDUCT

616121 This covers all work operations necessary to remove innerduct from duct systems between manholes or from direct buried duct. This includes the required care to remove such innerduct without its getting damaged and place it on a reel and transport it to a designated storage location.

Unit of measure: foot

DIG/FILL SPLICE PIT - SAME DAY

This covers the digging/backfilling, by any method, splice pits large enough for the splicer to properly perform all required splicing operations. Hourly Rate may be charged only as follows:

- Splice pits requiring bracing or shoring.
- Splice pits dug in fluid soil. (This condition exists when water is constantly washing soil into the pit requiring shoring and/or the use of a water pump to keep water out of the pit.
- Splice pits five feet or more in depth.
- Splice pits in rock, marl, or "gumbo" requiring use of a pick.
- Splice pits at locations requiring cutting of thick tree roots. Hourly Rates do not apply when only a few, scattered roots are encountered.

Hourly Rate charges for digging splice pits are to be charged only with prior Company approval. The use of water pumps in connection with digging splice pits will be considered a part of the "Splicer's Truck E/W Tools" and Hourly Rate compensation will be made under that billing category when applicable. At no time will Hourly Rate and Unit Rate both be charged for the same splice pit.

Unit of measure: each

616124 Dig/Fill Straight Splice Pit

616125 Dig/Fill Lateral Splice Pit

SPLICE PIT (RETURN VISIT)

- 616126 This covers the backfilling, by any method. It also includes the pit being properly tamped as it is being filled and, where applicable, grass sod restored and tamped. Where sod is not used, the dirt will be distributed and leveled so as to be accepted by property owners or by local state governmental authorities and the Company. It also includes, where applicable, seeding and mulching the splice pit area. This covers the required preparation of the soil and seeding with a governmental agency approved grass seed. This also includes furnishing and spreading of the necessary amount of mulch. This will only be paid with prior Company approval.
Unit of measure: each

BURY LOAD COIL

- 616128 Includes hauling load coil from storage location to job site, digging burying pit, properly positioning the load coil in the pit for splicing and backfilling the pit. It also includes taking the proper precautions in handling the load coil to not damage the stub. If fluid soil conditions are encountered sufficient to require shoring of the burying pit, all time required for the burying operation may be billed for at Hourly Rates upon approval of the Company.
Unit of measure: each

PLACE/REMOVE CABLE WARNING (OR ROUTE) SIGN/MARKER/POST

- 616130 Place/Remove Warning Sign/Marker Post.
Unit of measure: each

GROUNDING PEDESTAL

- 616132 This unit covers placing a #6 ground wire between the ground bar of the pedestal and a ground rod or between the ground bar and power company MGN.
Unit of measure: each

PLACE BURIED GROUND WIRE

- 616134 This unit covers hauling #6 ground wire to the job site, burying by any method at the required depth, terminating it on the ground bar of a pedestal and attaching it to a Power Company MGN.
Unit of measure: foot

STENCILING PEDESTAL NOT IN CONJUNCTION WITH BURYING CABLE

- 616135 This unit includes visiting the job site and placing the complete pedestal location number.
Unit of measure: each

PLACE BURIED CABLE PEDESTAL

This unit includes hauling materials to the job site and the placing of any above ground fixtures used for enclosing or terminating buried or trenched cable. The work operation includes the placing of all parts of the fixture (terminal, mounting brackets, metal terminal post, etc.) which are required at any one location, and also includes the feeding of cable properly into the fixture. (This does not include any splicing, bonding, grounding, or placing of "U" guards.) It does include placing of pea gravel according to Company practices when requested to do so by the Company. (Pea gravel will be furnished by the Company.). Also includes the placement of decals and stenciling with proper CPR identification.

Unit of measure: each

- 616137 10 Inch And Smaller
616138 Larger Than 10 Inch
616139 Building Mounted Pedestal

PLACE CROSS-CONNECT BOX

- 616141 Includes hauling cross-connect box to the job site, placement of the box on the pad, cable stubs, and attachment of all anchor bolts to the mounting hardware.
Unit of measure: each

REMOVE BURIED CABLE PEDESTAL (ANY SIZE)

- 616143 This includes any required digging for removal of the housing, removing cable from the base, cutting off cable below ground line, if applicable, surface restoration replacement of sod, etc., and hauling housing and all salvagable material to designated storage area.
Unit of measure: each

PLACE PREFABRICATED PADS

- 616147 This unit includes hauling material to job site preparation as required, placing of the pad and site restoration. Also included will be the placement of any required conduits.
Unit of measure: each

POUR PAD

- 616150 This unit includes hauling material to job site, surface preparation, pad and template installation and surface restoration. A template will be provided by the Company other materials are the contractors responsibility. Also included will be the placement of any required conduits.
Unit of measure: square foot

SAW AND REMOVE ASPHALT PAVEMENT

- 616151 This covers the furnishing of all tools and equipment and the breaking up and removal of asphalt pavement in situations where a concrete cutting saw is required and used in connection with the asphalt pavement removal. It includes the prompt removal and proper disposal of removed asphalt from the job site.
Unit of measure: square foot

RESTORE ASPHALT PAVEMENT

- 616152 This covers the furnishing of all required materials and restoring asphalt pavement to original condition or to comply with the applicable local specifications, if such specifications are more stringent.
Unit of measure: square foot

SAW AND REMOVE CONCRETE

- 616153 This covers the furnishing of all required tools and equipment and breaking up and removing concrete when a concrete saw is required and used in connection with the concrete removal. It includes the prompt removal and proper disposal of the old concrete from the job site.
Unit of measure: square foot

RESTORE CONCRETE

- 616154 This covers the furnishing of all required materials and restoring concrete pavement to original condition or to comply with the applicable local specifications, if such specifications are more stringent.
Unit of measure: square foot

REMOVE BRICK PAVEMENT

616156 This means to furnish all required tools and equipment to remove brick pavement. It includes the prompt removal and proper disposition of the bricks from the job site, unless they are to be re-used. If the bricks are to be re-installed, this operation also covers the proper and safe storage of the bricks until they are ready for re-use.

Unit of measure: square foot

RESTORE BRICK PAVEMENT (USING REMOVED BRICKS)

616158 This covers the furnishing of all required tools, equipment and miscellaneous materiel required and to restore brick pavement to the satisfaction of the local authority, public or private, as the case may be.

Unit of measure: square foot

RESTORE GRAVEL, CRUSHED ROCK OR LIMEROCK

This covers the furnishing and hauling to the job site either of the required type materiel, furnishing all required tools and equipment and properly placing and tamping according to prevailing State, County, or Municipal specifications. This covers placing new gravel, crushed rock or limerock, as applicable, in parking areas, open cuts across roads and streets, etc.

Unit of measure: square foot

616159 Six inch (6") increments.

WATERING SOD

616162 This item applies when an additional water application to "in place" sod, under extremely dry conditions, is requested by the Company.

Unit of measure: square foot

REMOVE AND REPLACE SOD

616163 This covers furnishing tools, equipment and new sod, if required, and all necessary work operations to remove sod, as required, and, replacing the same or new sod, according to prevailing conditions and requirements. This applies only to locations where sod, when removed, has to be replaced; therefore, the Contractor may remove and temporarily store the sod and then re-use it, otherwise, new sod should be installed.

Unit of measure: square foot

Note: Where new sod is required, the State or Federal Department of Agriculture pest control requirements regarding imported fire ants must be satisfied. When required, the Contractor must furnish written certification that the sod used was obtained from an area outside the zone of quarantine of the imported fire ant or that the sod is free of the imported fire ant.

SEED/MULCH/STRAW

616164 This covers the required preparation of the soil, furnishing fertilizer and seed, and fertilizing and seeding with a governmental agency approved grass seed. This also includes furnishing and spreading of the necessary amount of mulch. Tack is included when required by state DOT.

Unit of measure: square foot

PLACE PEA GRAVEL IN EXISTING PEDESTAL

This covers transporting to the job site, pea gravel or an approved urethane type foam, and placing it in the base of an existing pedestal to form a moisture barrier. It also includes plugging the drop wire channel with duct plug.

Unit of measure: each

616166 4" - 10" pedestal

616167 Over 10" pedestal

RAISE/LOWER MANHOLE FRAME

This includes all necessary materiel, equipment, and labor necessary to raise/lower the manhole frame to the required level.

Unit of measure: each

616168 Up to 12" using masonry and/or bricks

616169 Each additional 6" increment using masonry and/or brick

Note. Excavation and restoration associated with raising or lowering manhole frame will be billed at the appropriate Unit Rate as defined in the unit work description for the work operations.

CORE BORING IN OFFICE VAULTS AND/OR MANHOLES

616173 This includes furnishing of all equipment and labor necessary to core bore a hole through the concrete wall of a central office vault or manhole for the purpose of installing cable, load coil stub, conduit, etc. It also includes sealing around the duct terminator, sleeve or conduit as applicable.

Unit of measure: each

PLACE SPLICE BOX

This includes all equipment required for hauling the splice box from the storage location to the job site, all excavating and placement of the splice box at the required depth. It also includes termination and sealing conduits, backfilling the excavation and placing the proper amount of cover over the box when requested. It includes compaction, removal and restoration of sod, seeding & mulching to satisfy the Company and governmental agency requirements. All other surface restoration will be invoiced at the appropriate rates as defined in the unit work description for the work operation.

Unit of measure: each

616175 Place splice box, concrete, fiber glass, plastic

Note: Includes installation of ground wire and associated hardware when required.

DIRECTIONAL GUIDED BORING

This includes hauling all required material to the job site, excavating, backfilling and restoration of all required surface access pits and launching and receiving pits. Additionally it includes transporting and setting up all equipment used to perform the Directional Guided Boring operation and installing the cable or conduit. (Company will accept billing for directional boring, and any conduit/subduct placement only when the design engineer specifies on the work drawings.)

Unit of measure: foot

- 616200 Single cable/subduct/conduit up to 2"
- 616202 Single cable/subduct/conduit - 2 1/4" to 4"
- 616204 Single cable/subduct/conduit - 4 1/4" to 6"
- 616206 Additional cable/subduct/conduit up to 2"
- 616208 Additional cable/subduct/conduit - 2 1/4" to 4"
- 616210 Additional cable/subduct/conduit - 4 1/4" to 6"
- 616212 Stream Crossing up to 4"
- 616214 Stream Crossing 4 1/4" to 6"
- 616220 Additional stream crossing up to 4"
- 616222 Additional stream crossing 4 1/4" to 6"

Note: For billing purposes, the largest diameter cable/subduct/conduit (material item) will be considered the main material item placed.

OPENING TRENCH, ANY METHOD

- 616223 Opening trench, any method. Includes opening trench, 36" to 42", and hand digging when required. This includes excavation, backfilling and compaction, removal and restoration of sod, seeding and mulching to the satisfaction of the company, customer and regulatory agencies. The length of buried cable wire for compensation purposes is computed by cable footage and is compensated under unit 616020

**WORK OPERATIONS FOR WHICH NO UNIT PRICES HAVE BEEN ESTABLISHED
WILL BE PERFORMED ON HOURLY RATES WITH PRIOR COMPANY APPROVAL.**

EXHIBIT B-3 -- BURIED SERVICE WIRE SECTION

BURIED SERVICE WIRE SECTION

When buried service wire is buried in any road right-of-way, compliance with all federal, state, and local regulations is required.

PLACE BURIED SERVICE WIRE - ANY METHOD

This unit price applies to all buried service wire regardless of the installation method used. The unit price includes hauling the buried service wire from the storage location to the job location and all labor & equipment required for placing. This operation also includes the restoration of all public and private property to its original or satisfactory condition. This includes removal and restoration of sod or seeding & mulching as applicable. This also includes sealing buried service wire chute with approved sealant, i.e. perma gum and placing pea gravel as required.

Note 1: When charging for footage of wire installed, the Contractor is to bill only for footage which is directly buried after service wire is placed in service. Waste or required coil for termination is not to be billed for.

Note 2: Each buried service wire 1-6 pair will be considered an individual Unit for billing.

Note 3: Basic service wire installations include:

- All trenching by any method.
- Splicing reel ends when applicable or the interception of an existing service wire.
- Ground fault readings and continuity test.
- Completion of all forms.
- Placement of house risers and trailer stakes.

The following are minimum guidelines for the placement of buried service wire and each state may have more stringent requirements that must be followed.

Minimum Depth on state right of way.....	24"
Minimum Depth in soil.....	12"
Minimum Depth in rock.....	6"
Minimum Depth under sod ditch	36"
Minimum Depth under Pavement.....	36"-48"
Minimum Depth under cultivated area.....	36"

- 617030 1' through 150'
Unit of measure: each
- 617031 Additional to Item 617030, over 150'
Unit of measure: foot
- 617035 Additional Charge Burying DB-Minimum Cover 24"
Unit of measure: foot
- 617036 Additional Charge Burying DB-Minimum Cover 30"
Unit of measure: foot
- 617037 Additional Charge Burying DB-Minimum Cover 36"
Unit of measure: foot
- 617038 Additional Charge Burying DB-Minimum Cover 42"
Unit of measure: foot
- 617039 Additional Charge Burying DB-Minimum Cover 48"
Unit of measure: foot

PLACE IN OPEN TRENCH

617032 This unit consists of the necessary labor for installing BSW in a trench previously opened by others. This includes placing a minimum 6" tamped soil for separation purposes when required.

Unit of measure: foot

BACKFILL TRENCH OPENED BY OTHERS

617033 This unit consists of the necessary labor for backfilling of trench opened by others for placement of BSW. This also includes all clean up and restoration.

Unit of measure: foot

SIDEWALK BORE

617056 This covers a non-cased boring operation to pull cable under obstructions such as sidewalks or trees when a pipe/casing is not required.

Unit of measure: foot

CUT OVER BURIED SERVICE WIRE

Included in the price of cutover is:

617058

- Termination, bond and/or grounding of the BSW at the terminal and protector. (includes placing transferring or removal of protector/NID) where applicable.
- Dial revert and subscriber loop transmission/noise test to insure proper service to the customer has been provided.
- Removal of temporary/existing BSW and any unused house attachments (including two (2) spans of temporary or aerial drop.)
- Next day call back to assure customer satisfaction.
- Unit of measure: each

SPLICE BURIED SERVICE WIRE

617060 This Unit Price will apply when an existing buried service wire is in trouble or cut and requires a maintenance splice. This price includes all excavation and backfilling necessary to splice the buried service wire with the Company furnished materiel. This price will not apply when the Contractor cuts existing buried service wires while installing new ones. In this case, the existing buried service wire will be repaired without cost to the Company.

The buried service wire will be spliced and encapsulated per the Company's System Practices. This is a per splice Unit Price. If a piece of buried service wire is spliced in, requiring two (2) butt splices, two (2) splices will be billed for.

Unit of measure: each

EXHIBIT B-4 - - CABLE SPLICING SECTION

EXHIBIT B-4 - - CABLE SPLICING SECTION

STRAIGHT SPLICE - AERIAL/UNDERGROUND/BURIED

This covers the permanent connecting of the central office end and the field end of a cable pair not involving any bridging at aerial, underground and buried splice locations. It includes all associated bonding and grounding, as required, in connection with the splicing operation arranging the cable for splicing, identification and isolation of conductor binder groups, as required. This operation does not include splice enclosure, encapsulation nor digging splice pits. Splicing to be completed utilizing Sprint approved connectors. Includes the placement of sealant boxes on module splices where required.

Unit of measure: pair

Note 1: Spare pairs and interstitial pairs are not to be included when determining Unit Prices to be paid for cable splicing. For example, when splicing a 303 pair cable, the Unit Rate to be charged will be the rate for a 300 pair splice.

Note 2: For billing purposes pairs to be billed will be a lump sum total of the pairs spliced regardless of the number of cable sheaths.

1-400 pair

618002 Underground Paper Insulated
618003 Underground PIC
618004 Buried/Aerial Paper Insulated
618005 Buried/Aerial PIC

401-and over

618006 Underground Paper Insulated
618007 Underground PIC
618008 Buried/Aerial Paper Insulated
618009 Buried/Aerial PIC

PRE-CONNECTORIZED SPLICING

This includes all cables, stubs, blocks, building entrance protectors, pair gain devices, or any other apparatus with pre-connectorized conductors and any associated or incidental work, such as placing or removing modules/blocks will be included in the unit price of this item. Make up for this item will be billed under appropriate work operation. This covers the permanent connecting of individual wires of a pair to the individual wires of another pair. It includes all associated bonding and grounding as required in connection with the splicing operation. It also includes permanent binder group identification and stenciling, including placing decal and setting up of cables as required in connection with completion of the splice. Payment will be for total pairs splice.

Unit of measure: pair

618010 1-400 pair

618011 401 and over

SPLICE CLOSURE- (REMOVE/REPLACE)

AERIAL/UNDERGROUND/BURIED

This unit rate will be billed when it is necessary to remove and reenter a closure from an existing splice for the purpose of splicing additional cable pairs. This applies only to sealed type splice closures. It includes ensuring proper bonding, reinstallation of closure and flash testing the closure and changing of end plates as required.

Unit of measure: each

Closure Size - 6 1/2" and smaller

- 618012 Underground Closure
- 618013 Buried/aerial Closure

Closure Size - over 6 1/2"

- 618014 Underground Closure
- 618015 Buried/aerial Closure

End Plates - 6 1/2" and smaller

- 618016 Underground Closure
- 618017 Buried/aerial Closure

End Plates - over 6 1/2"

- 618018 Underground Closure
- 618019 Buried/aerial Closure

BRIDGE SPLICE/HALF TAP -AERIAL/UNDERGROUND/BURIED

CABLE CUT

This applies to splices made when the cable has been cut at aerial, underground and buried splice locations. It covers the permanent connecting of each wire of a pair to the corresponding wire of another pair, or pairs, so as to form a joint between three or more wires. Where a splice requires the connecting of three or more wires in the same joint, payment will be made for the total number of pairs bridged.

This work operation includes all associated bonding & grounding, identification and isolation of conductor binder groups, placing and "setting up" of the cable stub(s), as required, and the complete installation of the applicable splice enclosure. Splice encapsulation or digging and filling splice pits is not included.

Unit of measure: pair

1-400 pair

- 618020 Underground Paper Insulated
- 618021 Underground PIC
- 618022 Buried/Aerial Paper Insulated
- 618023 Buried/Aerial PIC

401 and over

- 618025 Underground Paper Insulated
- 618026 Underground PIC
- 618027 Buried/Aerial Paper Insulated
- 618028 Buried/Aerial PIC

BRIDGE SPLICE/HALF TAP AERIAL/MANHOLE/BURIED
CABLE NOT CUT

This applies to splices made when the cable has been cut at aerial, underground and buried splice locations. It covers the permanent connecting of each wire of a pair to corresponding wire of another pair, or pairs, so as to form a joint between three or more wires. Where a splice requires the connecting of three or more wires in the same joint, payment will be made for the total number of pairs bridged.

This work operation includes all associated bonding & grounding, identification and isolation of conductor binder groups, placing and "setting up" of the cable stub(s), as required, and the complete installation of the applicable splice enclosure. Splice encapsulation or digging and filling splice pits is not included.

Unit of measure: pair

1-400 pair

- 618030 Underground Paper Insulated
- 618031 Underground PIC
- 618032 Buried/Aerial Paper Insulated
- 618033 Buried/Aerial PIC

401 and over

- 618034 Underground Paper Insulated
- 618035 Underground PIC
- 618036 Buried/Aerial Paper Insulated
- 618037 Buried/Aerial PIC

CUT OUT BRIDGE

This operation covers all work necessary to remove the splice enclosure and disconnect a cable conductor from a conductor to which it has been bridged (twisted joint or mechanical connector joint). It covers re-insulating, if required, of the joint from which the bridged conductor was disconnected. It covers rebonding and grounding but does not cover splice enclosure, encapsulation nor digging and filling splice pits. If it is necessary to remove the mechanical connector, resplicing the conductors will be paid at the applicable splicing rate, if approved in advance by the Company.

Unit of measure: pair

1-400 pair

- 618041 Underground Paper Insulated
- 618042 Underground PIC
- 618043 Buried/Aerial Paper Insulated
- 618044 Buried/Aerial PIC

401 and over

- 618045 Underground Paper Insulated
- 618046 Underground PIC
- 618047 Buried/Aerial Paper Insulated
- 618048 Buried/Aerial PIC

PAIR IDENTIFICATION AND TESTING

618050 TESTING - This means the identification of individual cable pairs from a central office or any point of termination by the tone or battery method. Such testing is not in conjunction with any work operation listed in this contract will be paid for only at the request of the Company in addition to the unit price of the work operation with which it is associated. Before testing color coded cable, it shall be agreed upon by an appropriate Company supervisor and the contractor that such testing is necessary.

Unit of measure: pair

SPLICE FIBER OPTIC CABLE

This covers the permanent connecting of the Central Office end and the field end of individual fibers at aerial, underground and buried splice locations. It includes testing each fiber spliced at each location with an OTDR and furnishing the Company with a copy of the OTDR trace and applicable documentation. It also includes end to end insertion loss measurements with appropriate test sets, as prescribed by the Company. It includes all associated bonding and grounding, in connection with the splicing operation, arranging the cable for splicing. This operation does not include splice encapsulation nor digging splice pits, when applicable. The splicing method, i.e. fusion or mechanical, will be specified by the Company.

Unit of measure: per fiber

- 618052 Fusion Single
- 618053 Mass Fiber Fusion
- 618054 Single Mechanical
- 618055 Mass Mechanical

FIELD INSTALLED CONNECTOR

This covers all work necessary to install field installable connectors on the end of the fiber optic cable to provision for termination of the fiber. The type of connector will be specified by the Company.

Unit of measure: each

- 618056 Install Field Installable Connectors
- 618057 Mechanical Polishing Required
- 618058 Mechanical Polishing Not Required

PLACE/SPLICE TIP CABLE

This covers the permanent connecting of the pairs of an entrance cable to the pairs of main distribution frame terminating cables in a central office. It includes the splicing of individual and various sizes of tip cables or pre-tipped MDF connectors to the entrance cable.

Unit of measure: pair

- 618060 Paper
- 618061 Pic

SECTION TRANSFER

This operation covers the transferring of service from a section of working cable to and through a section of new cable placed parallel with or along another route from the existing section of cable, regardless of length involved except as covered in the note below. This includes any required setting up of the new cable ends, monitoring, and all splicing work required at both ends in opening up the existing cable and cutting the new cable into the existing cable in order to change or relocate the cable feed so that the affected section of existing cable can be removed from plant. It includes all bonding and grounding as required in connection with the splices. Payment for this operation will be for the total number of cable pairs transferred. For example: If a 200 pair section of cable is transferred into a new larger cable, billing should be for a "200 Pair Section Transfer." This work operation does not include splice enclosure encapsulation nor digging and filling splice pits. In the event either or both ends of a section transfer splice occurs at an existing bridge splice, no other additional splicing charges will apply.

Unit of measure: pair

- 618063 Underground Paper Insulated
- 618064 Underground PIC
- 618065 Buried/Aerial Paper Insulated
- 618066 Buried/Aerial PIC

Note: Pair identification in conjunction with section transfer requires prior approval.

CUT SLACK IN CABLE

This covers the transporting of the necessary material to the job site, cable monitoring, and all required splicing, conductor group identification and associated bonding and grounding to cut a length of slack, including terminal loop, in any type of cable. It does not include splice enclosure, encapsulation nor digging and filling splice pit.

For billing purposes the appropriate contract item number to be used for cut-in slack will be determined by the size of the cable used to cut in slack or the number of cable pairs involved when cutting in slack. The same applies when cutting out slack.

Unit of measure: pair

- 618070 Underground Paper Insulated
- 618071 Underground PIC
- 618072 Buried/Aerial Paper Insulated
- 618073 Buried/Aerial PIC

CUT SLACK OUT OF CABLE

This covers the transporting of the necessary material to the job site, cable monitoring and all required splicing, conductor group identification and associated bonding and grounding to cut a length of slack or terminal loop out of any type of cable. It does not include splice enclosure, encapsulation nor digging and filling splice pit.

Unit of measure: pair

- 618074 Underground Paper Insulated
- 618075 Underground PIC
- 618076 Buried/Aerial Paper Insulated
- 618077 Buried/Aerial PIC

CUT IN/CUT OUT LOAD COIL/SATURABLE INDUCTOR/BUILD OUT CAPACITORS

This covers transporting the load coil/saturable inductor/build out capacitors to the job site and the proper placement (buried, underground or aerial) in preparation for splicing. It covers the load coil/saturable inductor or build out capacitors proof testing and necessary splicing to cut a load coil/saturable inductor or build out capacitors into a cable pair. This includes setting up of the stubs, as required, in conjunction with the splices. It also includes all required bonding and grounding associated with the splices. This work operation does not include splice enclosure, encapsulation nor digging and filling a splice pit.

Unit of measure: pair

- 618080 Underground Paper Insulated
- 618081 Underground PIC
- 618082 Buried/Aerial Paper Insulated
- 618083 Buried/Aerial PIC

Note: Only the number of load coils/saturable inductors or build out capacitors spliced into or cut off cable pairs are to be billed for; not the total number of load coils/saturable inductors or build out capacitors in a case in which some of them are left idle.)

CUT IN RE-CAP/KEY BOX SWITCH

This includes transporting the re-cap unit to the job site and placing and securing the re-cap unit at the splice location. Opening the existing splice closure and changing, to the appropriate splice closure, including end caps. Setting up existing cables and re-cap stubs, and all required bonding and grounding. All splicing work required to modify the splice to accept re-cap modular connectors, crimping the re-cap connectors to the existing cable pairs and installing the closure on the splice. It also includes verifying the re-cap switch setting with the re-cap test set, connecting control pairs as specified and verifying pressure on the switch case.

Unit of measure: each

- 618085 Cut in Re-Cap Switch Paper Insulated
- 618086 Cut in Re-Cap Switch PIC

Note 1: The MS-2 module is the only connector authorized for use when installing re-cap switches.

Note 2: Each switch requires splicing 3 pairs, old office, new office and subscriber.

Note 3: Control pairs are to be spliced using the appropriate contract item for straight splicing.

CUT OUT RE-CAP/KEY BOX SWITCH

This includes opening the splice closure and changing to the appropriate splice closure including new end caps. all work required to disconnect the re-cap modules from the existing cable and placement of grease boxes, if required and all work required to place a permanent closure on the splice.

After removal of the switch change to "A" with re-cap test set, place module protectors on re-cap modules, place a closure over the re-cap stub.

Unit of measure: each

618088 Cut out Re-Cap Switch Paper Insulated

618089 Cut out Re-Cap Switch PIC

Note: The work functions described in contract items 8053, 8054, 8055, and 8056 do not include cut in/out slack, splice encapsulation, digging and filling splice pits nor pair identification and testing. These work functions will be reported under the appropriate contract item numbers.

ADDITIONAL CHARGES FOR SPECIAL CIRCUITS

618090 An additional charge, as follows, will be added to the unit price for each special circuit (T-1, ISDN, ASDL) pair requiring **Special** handling.

Unit of measure: pair

CABLE THROW

This covers all work associated with the transfer of cable pairs in a working cable from one count to another count in the same cable or another cable. It includes all splicing operations necessary to accomplish the throw; such as removing the cable sheath/closure, plastic or lead, removing and replacing lead end discs or plastic end caps as applicable. It also includes the placing and setting up of cable(s) and all associated bonding and grounding as required. It does not include splice encapsulation, digging and filling splice pits nor pair identification and testing. These work function will be reported under the appropriate contract item number. If it is necessary to remove the mechanical connector from a bridge spliced pair when making a cable throw, resplicing the conductors will be billed at the applicable splicing rate, if approved in advance by the Company.

Unit of measure: pair

- 618092 1- 400 pair
- 618093 401 and over

CLEAR AND CAP

618094 This covers the necessary work operations at each splice to permanently clear ends of cable pairs so as to make them free of shorts, crosses or grounds and the capping of such pairs, when applicable, to prevent the entrance of moisture according to Company specifications and instructions.

Unit of measure: pair

TERMINATE CABLE PAIRS

618095 This covers the work necessary at each location to terminate cable conductors on terminal block lugs, central office distribution frames or on other designated pieces of equipment by either the terminal wrench, wire wrapping tool, "quick clip," or soldering method as appropriate. It also includes numbering (stenciling) the fanning strips of connecting blocks according to Company specifications.

Unit of measure: pair

INSTALL REPEATER MOUNTING POSTS/PEDESTAL

- 618096 This covers transporting of a repeater mounting post/pedestal to the job site and properly installing it in the ground.
Unit of measure: each

PLACE REPEATER HOUSING

- 618097 This covers the transporting of a repeater housing and placing it according to Company specifications.
Unit of measure: each

CUT IN REPEATER CASE

- 618098 This operation covers setting up of repeater stubs, as required, all required testing and tagging, and all necessary splicing to connect the repeater stubs to the proper cable pairs. It includes all required bonding and grounding, placement of cut through cards and includes installation of the splice enclosure. One spliced pair includes both the "in" and "out" stub splices combined. It does not cover splice enclosure, encapsulation nor digging and filling splice pits.
Unit of measure: pair

Note: When working on existing repeater pairs, hourly rates may be charged with prior Company approval.

BASIC SPLICE SETUP (UNDERGROUND)

- 618099 This unit includes the forming and positioning of cables or stubs, installation of support, set up of complete manhole package and up to one hour of manhole waste water pumping operation.
Unit of measure: each

PLACE/REMOVE JUMPERS - MDF

618101 Place jumpers, covers the installation of two-wire jumper (a pair) which includes all work necessary to run the wires from the MDF protector block to the line terminal block. Half tap the pair on the line terminal block and terminate the pair on the MDF protector block. Removing jumpers, covers the identification of both ends of the pair of jumper wires, disconnecting them from their point of termination and removing the old jumpers from the frame. ALL PRECAUTIONS MUST BE EXERCISED TO PREVENT SERVICE INTERFERENCE.

Unit of measure: pair

PLACE/REMOVE JUMPERS - OTHER

618102 This covers all work necessary to install two-wire jumper (a pair) from one connecting block in a X-Box, Back Board, OBT, etc. through bridle loops and terminate both ends by the prescribed termination method. Removing jumpers covers the identification of both ends of the pair of wires, disconnecting them from their point of termination and removing the old jumpers. ALL PRECAUTIONS MUST BE EXERCISED TO PREVENT SERVICE INTERRUPTION.

Unit of measure: pair

Note: This does not apply when removing jumpers from cross-connect terminals that have been removed from plant. When a cross-connect terminal is cut out of plant and it contains jumpers that have to be removed, billing for this operation will be Hourly Rate.

MAKE UP BURIED CABLE FACILITIES

This covers visiting an existing work location, removal of the cable sheath in loop through applications and where new cable is placed in existing closures. Includes bonding and grounding the cable shield(s) (this includes all existing cables and buried service wires), identifying and tying off conductor groups, placing the required material to form the moisture barrier in the base of the closure, i.e., pea gravel, foam, dirt over plastic, etc., and numbering the closure, all according to Company specifications. It does not include any splicing. For billing purposes, the cables will be billed total pairs in closure.

Unit of measure: each

618103 1-400 pair cable

618104 401 pair & larger

PLACE CABLE IN PAD MOUNTED CLOSURES

- 618106 Place Cable in Pad Mounted Closures without conduit
Unit of measure: foot

Note: This should be used only when revisiting an existing closure to place additional cable.

CUT OUT NON-READY ACCESS TERMINALS

- 618107 This operation covers removing the existing cable enclosure; trimming out terminal pairs from the cable includes any resplicing for pair continuity; detaching the terminal from its support, and rearranging cable supports, spacers and replacing enclosure as required.
Unit of measure: pair

PLACE/REMOVE CONNECTING BLOCK/TERMINAL BLOCK

- 618108 This covers transporting the connecting/terminal block and properly placing or removing it in any existing or newly placed housing or at any other specified location. It includes any required bonding or grounding in conjunction with its installation and stenciling when required. When removing a terminal/connecting block it includes disconnecting the cable pairs/jumpers from the block and cutting off the terminal tail, if applicable, to facilitate removal of the block. All other work such as clear capping and cut out bridge if applicable, will be billed using the appropriate contract item.
Unit of measure: each

PLACE/REMOVE BUILDING ENTRY TERMINAL INSIDE/OUTSIDE

Includes hauling box to the job site and mounting on building wall. This also includes the removal of the box and returning material to storage area. It does not include the installation of any connector blocks or making any wire connections also includes placement of protector modules.

Unit of measure: each

- 618109 Place
618110 Remove

PLACE/REMOVE ENCAPSULATE

This covers mixing the two-part compound and pouring the splice enclosure full of the compound after installation of the splice closure. It is not necessary to hand pack the splice bundle when using two-part compounds. This does not include placing of the closure.

Unit of measure: each

- 618113 Place
- 618114 Remove

PLACE/REMOVE PRESSURIZED CLOSURE

This unit covers the placement of a pressurized cable closure any size. It includes transporting the material to the job site, proper installation and pressure testing. The removal includes the removal of the closure and associated end plates and returning them to a designated Company area.

Unit of measure: each

- 618115 Place
- 618116 Remove

PLACE/REMOVE NON-PRESSURIZED CLOSURE

This unit covers the placement of a non pressurized cable closure any size. It includes transporting the material to the job site and proper installation. Removal includes the removal of the closure and associated hardware and returning them to a designated Company area. It also includes placing CPR tag on the pole, but does not include the placing of any terminal blocks in the closure nor any splicing.

Unit of measure: each

- 618117 Place
- 618119 Remove
- 618120 Install Hanger Brackets - When needed due to double lashed cables

PLACE/CHANGE STENCILING OF FACILITIES

- 618121 This covers the placing/changing of decal and stenciling on existing facilities not associated to a splicing unit.
Unit of measure: each

PLACE/REPLACE EXTENDED BASE ON BURIED CABLE PEDESTALS (ALL TYPES)

- 618122 This includes transporting the pedestal extension to the work location and installing it to the existing pedestal per the Company specifications. No splicing or pedestal make up is included.
Unit of measure: each

RAISE/LOWER PEDESTAL

This will include all required activity to raise/lower pedestal to Company specifications.
Unit of measure: each

- 618123 Raise/Lower Ped 4" - 10"
618124 Raise/Lower Ped Over 10"

PLACE PEA GRAVEL IN EXISTING PEDESTAL

This covers transporting to the job site, pea gravel or an approved urethane type foam, and placing it in the base of an existing pedestal/terminal to form a moisture barrier. It also includes plugging the drop wire channel with duct plug.

Unit of measure: each

- 618125 Place Pea Gravel 4" - 10"
618126 Place Pea Gravel Over 10"

PLUG CONDUIT DUCTS

- 618127 This covers transporting duct plugging materials to the job site and sealing specified conduit ducts in manholes, cross boxes, splice closures and building entrance conduit. It covers only the use of approved duct plugging compound or rubber duct plugs. The Unit Price applies only when ducts are plugged during the same time that other unit work is performed in the same cable vault or manhole. Payment for ducts plugged when a special trip is made will be at Hourly Rates with prior Company approval.
Unit of measure: each

PLACE/TRANSFER/REMOVE AERIAL WIRE

This operation covers work necessary to place, transfer or remove aerial wire from a pole, crossarm, building or messenger strand. Attaching it to another location on the same pole, crossarm, building or messenger strand, or attaching it to a different pole, crossarm, building or messenger strand at the same location. It includes, if required, removing the aerial wire from the binding posts in a terminal and reterminating to reassigned binding post in the same or a new terminal at the same location. It also includes cutting out excess slack from the aerial wire resulting from its transfer. This also covers the identification, transferring and bonding of a buried wire within a terminal or to another terminal at the same location.

- 618130 Place wire and associated hardware
Unit of measure: span
- 618131 Remove wire and associated hardware
Unit of measure: span
- 618132 Transfer wire from lug-to-lug
Unit of measure: each
- 618133 Transfer wire from structure to structure
Unit of measure: each
- 618134 Splice aerial wire
Unit of measure: each

Note 1: Time spent rehabilitating existing service wire and associated hardware to the Company specifications will be performed at the Hourly Rate with prior Company approval.

Note 2: Dial revert and subscriber loop transmission/noise test will be required to insure proper service to the customer has been provided.

CONVERT AERIAL TO BURIED/BURIED TO AERIAL

- 618135 This operation covers all work necessary to convert aerial service wire to buried service wire, or a buried service wire to aerial service wire from the subscriber's residence/business to the first pole attachment. It also includes placement and the removal of aerial service wire and all associated hardware at both ends. It also includes a dial revert and subscriber loop transmission/noise test to insure proper service to the customer has been provided.
Unit of measure: each
- 618136 Install/Remove House Protector (Nid)
Unit of measure: each

BOND/GROUND BURIED SERVICE WIRE IN PEDESTAL

618137 This unit covers the removing of proper length jacket and shield from the service wire and bonding of the buried service wire shield to the ground plate in the pedestal to Company specifications.

Unit of measure: each

BOND COMPLETE MANHOLE

618138 This covers the installation of bonding ribbon on both sides of a new or existing manhole where no bonding ribbon had previously been placed. It will be installed and arranged in accordance with specifications used by the Company. It covers the installation of either one or two strips of bonding ribbon down the sides of the manhole to accommodate center racked splices or staggered splices, as applicable. The Company will determine, and specify in advance of the work, whether the manhole is to be equipped with one or two strips of bonding ribbon on each side.

Unit of measure: manhole

BOND EXISTING INDIVIDUAL CABLES IN MANHOLE

618139 This covers the bonding of individual existing cables in a manhole to bring the bonding up to Company specifications. It means the use of bonding ribbon soldered to the existing sleeve and soldered to the manhole bonding ribbon system. It does not include bonding new cables. (Bonding of new cables is included in the price of the splicing operation on which the Contractor is working).

Unit of measure: each

BOND/GROUND EXISTING MESSENGER STRAND

618140 This covers the bonding together of two cable messenger strands with the appropriate ground wire and connectors or the grounding of a cable messenger strand to a vertical power neutral or connect to a Company ground rod.

Unit of measure: each

PLACE PERMANENT AIR PRESSURE VALVE (AERIAL)

618141 This covers the permanent installation of the appropriate type of air pressure valve on a pressurized cable at specified locations.

Unit of measure: each

PLACE PRESSURE TESTING TUBING AND VALVE

In manholes, this covers the attachment of approved pressure tubing to a cable in a manhole, cleating the cable to the wall, and extending it up into the bottom part of the manhole frame casting and installing a pressure valve in the end of the tubing so pressure readings may be obtained without manhole entry. Placing pressure tubing and valve on buried cable covers the attachment of the approved tubing to the buried cable and bringing it above ground into a flush mounted valve box (8" I.D. concrete, or equivalent) or cleat it to a wood stub placed adjacent and close to the buried cable according to the Company specifications. This includes placing the proper air valve in the end of the tubing and includes placing the 8" concrete (or equivalent) valve box or a 6' or 10' wood stub (post), as applicable. It also includes, for this work operation, the placing of the appropriate size of "U" cable guard on the stub (post). It also includes, where requested, the attachment of a buried cable warning sign and cable/valve number to the stub (post).

Unit of measure: each

- 618142 In manhole
- 618143 On buried cable

PLACE BYPASS VALVE

This covers transporting the bypass valve and associated air pressure tubing to the job site and the placing of the bypass valve. It includes all necessary work to mount the bypass valve and the proper connection of air pressure tubing to the cable and to the bypass valve. It covers the installation of all air tubing used in conjunction with each bypass valve placed.

Unit of measure: each

- 618144 In manhole
- 618145 On pole
- 618146 On buried cable

PLACE PRESSURE CONTACTOR/TRANSDUCER

- 618147 This covers all the necessary work operations to place and electronically and pneumatically connect the contactor or transducer to the cable. This work operation also includes the testing and adjustments necessary to ensure the proper operation of the devices.

Unit of measure: each

BUILD PRESSURE PLUG OR MOISTURE BLOCK

This operation covers cable sheath and core preparation, placing the plug or block form and pouring or injecting compound, according to Company specifications.

Unit of measure: each

618148 Paper Insulated Cable

618149 Plastic Insulated Conductor (PIC) Cable

MAKE INNER/OUTER SHEATH PRESSURE BLOCK

618151 This covers double jacket plastic (PIC) and double jacket sheath cable where auxiliary sleeves are used in conjunction with lead main sleeves or at similar locations. It covers wrapping the inner end of the auxiliary sleeve with DR tape, aluminum tape and friction tape as provided for in Company specifications. Each tape wrapped block will be billed for individually.

Unit of measure: each

CHECKING, PLACING AND CHANGING NITROGEN (AIR TANKS)

618152 The unit price will include transportation of the air tanks, placing/removal of the associated pressure regulator and flash testing the regulator to assure there are no leaks in regulator or fittings that are connected to regulator and periodically checking the tank to ensure continuous pressure. The regulator will be protected and secured.

Unit of measure: per site

Note: Site is identified as the location where an air tank is placed and attached to Company facilities.

AERIAL SPLICE REHAB

This unit will be used when an existing aerial splice has to be entered to reconstruct the splice. This includes removal and reinstallation of the closure, reconstruction of the splice, reforming of the cables, renumbering of the structure, ensuring proper grounding and bonding, and cable group identification. This is for a non pressurized ready access closure.

- 618153 Closure Rehab.
Unit of measure: each
- 618154 Pair Reconstruction Splicing
Unit of measure: pair

AERIAL SPLICE REHAB PRESSURIZED

This unit will be used when an existing aerial splice has to be entered to reconstruct the splice. This includes removal and reinstallation of the closure, reconstruction of the splice, reforming of the cables, renumbering of the structure, ensuring proper grounding and bonding, and cable group identification. This unit will include flash testing the closure after reinstallation.

- 618155 Closure Rehab
Unit of measure: each
- 618156 Pair Reconstruction Splicing
Unit of measure: pair

PEDESTAL SPLICE REHAB

This unit will be used when an existing pedestal has to be entered to reconstruct the splice. This includes the rehabilitation of the pedestal, reforming of cables, identifying the C.O. and field sides, renumbering of pedestal, ensuring proper grounding and bonding, cable group identification, and placing of additional pea gravel as required.

- 618157 Pedestal Rehab
Unit of measure: each
- 618158 Pair Reconstruction Splicing
Unit of measure: pair

UNDERGROUND SPLICE REHAB

This unit will be used when an existing underground splice is entered to reconstruct the splice. This includes removal and reinstallation of the closure, rehabilitation of the splice, reforming of the cables, ensuring proper grounding and bonding and cable group identification, also included is flash testing of the reinstalled closure.

- 618160 Underground Splice Rehab
Unit of measure: each
- 618161 Pair Reconstruction Splicing
Unit of measure: each

CUT OFF/REMOVE ABANDONED CABLE/STUBS BELOW GROUND LINE (MINIMUM 12" BELOW GROUND)

- 618163 This covers all required excavating to cut all cables a minimum of 12" below ground line per terminal/closure location. Also it includes the backfilling and tamping of earth to its original condition and reinstallation of pedestal seal or pea gravel (per location). This price also applies when closure/terminal is removed from plant and not replaced.
Unit of measure: each

TYPES OF COMPANY APPROVED SPLICING CONNECTORS

3M MS2 Modules

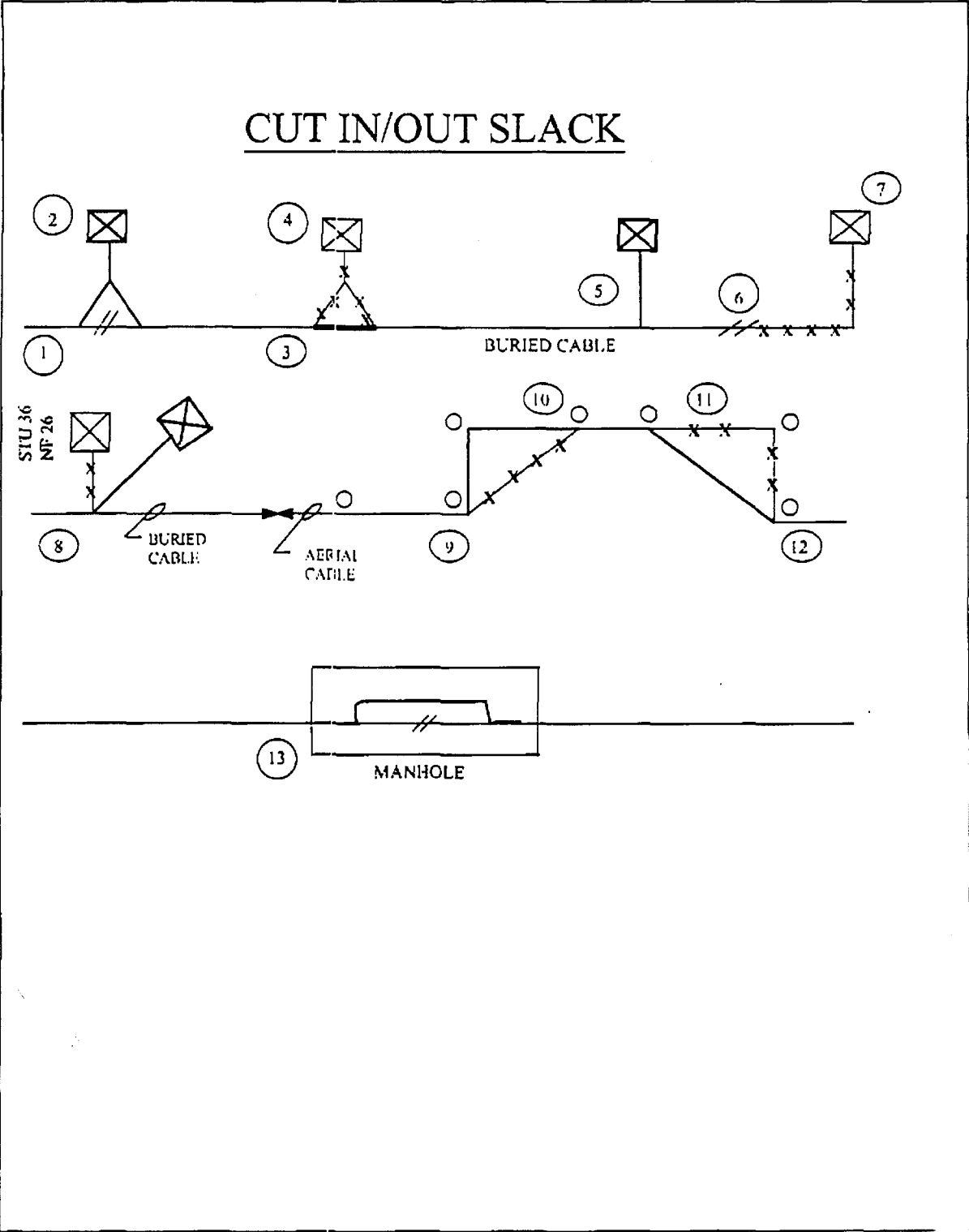
3M Scotchlok

- 618164 Miscellaneous Materials Mtrl.
Unit of measure: material

OPERATIONS FOR WHICH NO UNIT PRICES HAVE BEEN ESTABLISHED WILL BE PERFORMED AT HOURLY RATES

Self explanatory.

CUT IN/OUT SLACK EXAMPLES



- LD-1. Cut in slack: Regardless of the size of the main cable, the cable required for the slack/terminal loop from LD-1 to LD-2 determines the contract item for billing purposes. For example, if the main cable is a 900 pair cable and the loop from LD-1 to LD-2 is a 50 pair cable, contractor would bill for cutting slack in 50 pair.
- LD-3. Cut out slack: Consider the main cable as a 100 pair cable looped through the pedestal at LD-4. The entire loop is cut off and the main cable spliced through, contractor should bill for cutting slack out, 100 pair.
- LD-5. Bridge Splice: Cutting in/out slack does not apply in this situation.
- LD-6. Cutting off and clear capping cable: Cutting in/out slack does not apply in this situation.
- LD-8. An older pedestal such as an STU36, NF26 etc., required a much longer loop of cable above ground line. Replacing this type of pedestal with a CPL or CAD pedestal requires cutting slack out of the cable conductors to provision for the proper conductor length in the shorter type of pedestal. therefore, when replacing a tall pedestal with a pedestal short enough to require cutting slack out of the existing cable(s) in the pedestal, the Company will accept billing for cutting out slack. This would be for the total number of cable pairs cut and respliced in the pedestal. If the work operation at LD-8 required replacing a standard height pedestal with an extended base pedestal and it was necessary to cut slack in the conductors to provide the proper conductor length, the Company will accept bill for cutting in slack for the total number of pairs to be cut and respliced.

LD-9 to LD-12:

Due to the necessity to reroute the cable from LD-9 to LD-10 it requires a longer length of cable, however this work operation is considered a section transfer and not cutting in slack.

The same applies to the shorter length of cable from LD-11 to LD-12. This is also considered a section transfer.

- LD-13 When it is necessary to cut slack in a cable to facilitate proper racking in a manhole, the Company will accept billing for cutting in slack. Additionally, if it is necessary to cut slack out of a cable in a manhole to facilitate proper racking, the Company will accept billing for cutting out slack.

EXHIBIT B-5 - - Contractors' Hourly Rate

EXHIBIT B-5

CONTRACTORS' HOURLY RATE
CLASSIFICATIONS AND DESCRIPTIONS

SUPERVISOR BY REQUEST

Supervise and perform construction of aerial, buried or underground facilities. Includes material handling and reporting, billing process, knowledge of company practices and procedures and understanding of construction drawings. Further includes all safety equipment, overtime, tools, and vehicles as required. This unit is to be utilized only at the written request of the Company. No compensation will be paid for overtime.

Unit of measure: hour

619500 Supervisor (Regular Time)

EQUIPMENT OPERATOR

Must be qualified to operate all types of trenchers, backhoes, cable plows, bulldozers, rodder trucks and underground cable retriever etc. Must have valid CDL license. Includes all safety equipment and tools as required.

Unit of measure: hour

619502 Equipment Operator (Regular Time)

619503 Equipment Operator (Over Time)

LABORER/FLAGGER

Performs basic construction tasks and traffic control. Personal safety equipment, as required, are included in this unit.

Unit of measure: hour

619504 Laborer/Flagger - (Regular Time)

619505 Laborer/Flagger - (Over Time)

REHAB CABLE SPLICER

The rate for a Rehab Cable Splicer is based upon a minimum of three years of experience in all phases of cable splicing. Less than three years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases of splicing. Primary responsibilities will be rehabbing existing splices.

Unit of measure: hour

619506 Rehab Cable Splicer (Regular Time)

619507 Rehab Cable Splicer (Over Time)

CABLE SPLICER-COPPER

The rate for a Cable Splicer-Copper is based upon a minimum of five years of experience in all phases of cable splicing. Less than five years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and experience in the various phases of splicing. For a minimum of one year of such splicing experience the splicer must have performed cable maintenance work and be experienced in the use of the Biddle major megger, Dynatel, or equivalent, test sets. The splicer must also be qualified to install pressure blocks, locate and repair air pressure leaks in pressurized cables.

Unit of measure: hour

- 619508 Cable Splicer-Copper (Regular Time)
- 619509 Cable Splicer-Copper (Over Time)

CABLE SPLICER-FIBER

The rate for a Cable Splicer-Fiber is based upon a good working knowledge of all mechanical functions associated with fusion splicing optical fiber; all types of equipment used to fusion splice and test optical fiber; and all components used to complete a splice closure. The splicer must be able to perform required duties without direct supervision, but within specific guidelines and instructions acceptable to Sprint's field practices and procedures. **Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.**

Unit of measure: hour

- 619522 Cable Splicer-Fiber (Regular Time)
- 619523 Cable Splicer-Fiber (Over Time)

APPRENTICE SPLICER

The rate for an Apprentice Splicer is based upon required attendance in a cable splicing class for a minimum of forty (40) hours and then having worked full time for a minimum of three weeks assisting a Journeyman Cable Splicer in the performance of various phases of cable splicing. During the three week period working with and assisting a Journeyman Cable Splicer, the Apprentice Splicer must also have received additional classroom training for a minimum of six hours, per week, or be able to satisfy the Company of required knowledge or experience.

Unit of measure: hour

Note 1: Only one Apprentice Splicer may be charged for at hourly rates per Journeyman Splicer.

Note 2: The Journeyman Cable Splicer must be at the work site when an Apprentice Splicer is performing splicing work at hourly rates.

619510 Apprentice Cable Splicer (Regular Time)
619511 Apprentice Cable Splicer (Over Time)

CABLE LOCATOR

Capable of operating Electronic Cable Locating Equipment, Ground Fault Locator and a working knowledge of Spring practices and procedures for locating buried cables. Cable Locator to be Sprint approved, i.e. Dynatel 1573A, Metro-Tech 810 or 850; may require Sheath Fault Locator Option (local requirements may necessitate the Contractor to provide more than one type and model of locator equipment. This position includes a 4-Wheel Drive vehicle and cable locating equipment. **Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.**

Unit of measure: hour

Note: This item to be used primarily by Sprint Long Distance Division.

619524 Cable Locator (Regular Time)
619525 Cable Locator (Over Time)

FACILITIES TECHNICIAN

Minimum of 48 months experience in reading and interpreting outside plant work drawings, preparing line and station transfer sheets, cable transfer sheets and associated service center records.

Unit of measure: hour

- 619512 Facilities Technician (Regular Time)
- 619513 Facilities Technician (Over Time)

SERVICE TECHNICIAN

The rate for a Service Technician is based upon a minimum of three (3) years experience in all phases of installation and repair. Less than three years of experience, the service technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases in the provision and maintenance of single/multi line customer service; provides installation and maintenance of subscriber premises equipment.

Unit of measure: hour

- 619514 Service Technician (Regular Time)
- 619515 Service Technician (Over Time)

MAINTENANCE/SERVICE TECHNICIAN

The rate for a Maintenance/Service Technician is based upon a minimum of three years experience in all phases of basic installation and repair and cable repair operations. The Maintenance/Service Technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of, and expertise in use of the various repair test sets required in the repair of outside plant facilities. Provides installation and maintenance of subscriber premises equipment and clearing of troubles in outside plant facilities.

Unit of measure: hour

- 619516 Maintenance/Service Technician (Regular Time)
- 619517 Maintenance/Service Technician (Over Time)

LINE TECHNICIAN

This rate applies for a Line Technician who is qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619518 Line Technician (Regular Time)

619519 Line Technician (Over Time)

3-MAN LINE CREW

This rate applies for a 3-Man Line Crew equipped with associated hand tools and qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619526 3-Man Line Crew (Regular Time)

619527 3-Man Line Crew (Over Time)

ONE TECHNICIAN, ONE TRUCK AND BACKHOE

These rates are to apply and subject to the following:

- The backhoe operator will be a qualified cable splicer or be able to make repairs as required on buried PIC cables.
- When a second Technician is required with the backhoe, they shall be paid at the applicable rate.
- The hourly rate prices will be paid for actual time worked including the time spent traveling from one job site to another job site within the same Field Team. It does not include travel time from one Field Team to another Field Team.
- The daily rate will apply for normal workday, eight hours, when the backhoe is in use or available for use and the backhoe crew is working or available to work. Anytime worked in excess of a normal workday, 8 hours will be paid for on the hourly rate basis.

Unit of measure: hour

619520 Technician/Truck/Backhoe (Regular Time)
619521 Technician/Truck/Backhoe (Over Time)

TRUCK DRIVER

Unit of measure: hour

619528 Truck Driver (Regular Time)
619529 Truck Driver (Over Time)

SECURITY GUARD

Unit of measure: hour

619530 Security Guard (Regular Time)
619531 Security Guard (Over Time)

PER DIEM

This is a flat rate per person/per day for travel expenses associated with performing work away from normal work reporting location.

Unit of measure: day

Note: This item to be used primarily by Sprint Long Distance Division.

619532 Per Diem

INSPECTION

The Contractor will insure 100% inspection of all work performed meets Company standards and specifications. Completion of appropriate documentation is required.

SUPERVISION

The Contractor will furnish, on a non-billable basis, experienced supervisors/working leaders with vehicles in sufficient number for adequate supervision of the Designated Work. The supervisor will be the single point of contact between the Company and Contractor.

ACCEPTANCE TESTING

Contractor will furnish, on a non-billable basis, all labor, cartage, tools, equipment, appliances and motor vehicles required to fully perform cable acceptance tests as outlined in the Company's Practices. The results of these tests will be recorded and forwarded to Company Supervisor.

Test equipment used to perform acceptance tests must be equivalent to that used by the Company cable acceptance splicers. In the event there is a dispute as to what type of equipment is needed, the decision of the Company will be final.

Contractor will be responsible for turning over to the Company, as good pairs, 100% of all cable spliced by Contractor. Contractor is to use, when applicable, the interstitial (spare) pairs provided by the manufacturer in pulp or paper insulated cable to make good any factory defects necessary to provide the required number of good pairs. If, after having splicing work turned over to it by the Contractor as being completed, the Company performs cable acceptance tests on such cable and finds that trouble exists, the Company may, at its option, deduct from any remaining monies due the Contractor an amount sufficient to pay the cost to the Company of subsequent trips to the job site and for subsequent retesting the cable after repairs have been made by the Contractor. The Contractor must correct, at its expense, any errors for work performed on "Units" or "Hourly Rates" found prior to acceptance of the work by the Company. Contractor will be billed for any time and material needed to correct such errors. (See Article 9 of the General Agreement). Failure to perform required tests, or falsification of test documents is cause for cancellation of the agreement without notice.

"SHOW UP" TIME

The Contractor may invoice the Company for a maximum of two (2) hours "Show Up" time for those of its employees who were previously assigned hourly rate work and report to work at the normal time but are not able to work because of inclement weather. This provision is not applicable when such employees are scheduled to perform bid work on an individual work activity or on Unit Prices on a Master Contract. This is used companies discretion only.

HOURLY RATES

Hourly rates for "Unit Work" spl cers are applicable to the following (with prior Company approval:

- (a) On emergency repair work.
- (b) On some specific work operations which are defined in Exhibit B through E.
- (c) All work operations for which Unit Prices have not been established.

OVERTIME PAY

All overtime work performed under the Agreement shall be performed under the following terms and conditions:

- (a) All overtime must be approved by the Company in advance.
- (b) Overtime is not applicable to equipment rates. Equipment shall be billed at straight time rates only.
- (c) Overtime rates apply to all hours worked over forty (40) hours a week.

Overtime rates for "Unit Work" splicers (Subcontractors working under the General Agreement) are applicable as follows:

- (1) When a "Unit Work" splicer performs only hourly rate work for a week such as cable throws, cable repair, etc., the hourly overtime rate will apply the same as is specified above in (a), (b) and (c) for "Hourly Rate" splicers.
- (2) When a "Unit Work" splicer performs a combination of Units and Hourly Rate work in a calendar week and performs more than forty (40) hours of hourly rate work during the week at the Company's request, the Contractor may bill the company for such hourly rate overtime worked. Time worked on Units by a "unit Work" splicer is not to be included with hourly rate time worked when computing overtime payment. For example: If a "Unit Work" splicer works 40 hours in a week on Unit work and then works (48) hours of hourly work in the same week at the Company's request, the Contractor may bill the Company for the Unit work performed plus forty (40) hours of hourly work at the regular rate and eight (8) hours at the overtime rate.

HOLIDAYS

Time worked at the request of the Company will be paid at the overtime rate for the days which the Company observes the holidays:

- (a) Contract personnel will not be paid by the Company for holidays on which the Contract employee does not work for the Company.
- (b) Contract employees who request to work on a holiday and who are permitted by the Company to work on a holiday, provided that there is available work and where adequate supervision is available, will be paid at the regular time rate. In such instances, a notation must be placed on the Contractor's work report to explain why the Contractor worked on the holiday and that the regular time pay is applicable for the time worked.

EXHIBIT B-6 - - CONTRACTORS' HOURLY EQUIPMENT RATE

EXHIBIT B-6

CONTRACTORS' HOURLY EQUIPMENT RATE

CLASSIFICATIONS AND DESCRIPTIONS

Trucks assigned to a work crew for transportation of Technicians and tools will be paid for on the basis of the number of hours the crew works. Compensation for all other trucks and equipment used by the work crew will be paid for on the basis of the number of hours the truck or equipment is actually in use, except that a minimum of two (2) hours per workday will be paid for trucks and equipment needed at the job site during the day. Hourly rate prices for trucks and equipment will include all operating costs.

ELECTRONIC DISPATCH

Electronic dispatch or task loading is a process used by Sprint to assign work to service technicians, maintenance cable splicers, central office technicians, and other technicians associated with customer service installation and repair activities. Contract services suppliers providing these types of services are required to furnish the necessary hardware, software, and employee training for receiving electronic dispatches.

SPLICER'S TRUCK E/W TOOLS

The rate for a Splicer's Truck equipped with Tools is based upon the Contract Splicer having on the truck, standard day-to-day tools needed in splicing lead sheathed, stalpeth and PIC cables at aerial, buried and manhole locations. In addition to hand tools and torches, this includes carrying, or the ready availability of, a manhole shield, platform, tent, pumps (mud hog and/or centrifugal, as applicable), blower, generator. If the Splicer does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments without losing any appreciable time in securing them when needed.

Unit of measure: hour

619600 Splicer's Truck E/W Tools

Note: The Company reserves the right to delay the employment of a Contract Splicer by the Contractor on Company property if, in the judgment of the Company's Manager, or delegate, such Contract Splicer does not have sufficient tools to perform the quality and quantity of work for which the company would pay the Contractor. The Hourly Rate includes all operating costs of the truck and any required equipment as stated above.

MAINTENANCE/SERVICE TECHNICIANS TRUCK E/W TOOLS

The rate for a Maintenance/Service Technician's Truck equipped with tools is based upon the Technician having on the truck the same compliments of tools as for the I&R Technician and Cable Splicer. In the event of a dispute as to what type of equipment is needed, the decision of the Company Manager will be final. This may include equipment necessary for the installation and maintenance of air pressure monitoring systems, and the location and repair of air pressure leaks.

Unit of measure: hour

619601 Maintenance/Service Technician Truck E/W Tools

APRENTICE SPLICER TRUCK

The rate for a Apprentice Splicer Truck is based upon a pickup or van equipped with basic splicing tools and equipment.

Unit of measure: hour

619602 Apprentice Splicer Truck

SERVICE TECHNICIAN'S TRUCK

The rate for a Service Technician's truck is based upon the Service Technician having on the truck a full complement of the standard day-to-day tools needed to perform service work.

Unit of measure: hour

619603 Service Technician Vehicle

FACILITIES TECHNICIAN VEHICLE

The rate for a Facilities Technician vehicle is based on a vehicle used primarily for transportation when it is necessary to perform field investigation in connection with making up throw sheets, pair assignments, etc.

Unit of measure: hour, unless indicated otherwise

- 619604 Facilities Technician Vehicle
- 619605 Pickup Truck (1/2 ton)
- 619647 Pickup Truck (3/4 ton)
- 619606 Truck (Flat bed)
- 619607 2 Ton Truck and Over
- 619608 Line Truck Without Auger
- 619609 Line Truck Equipped with Revolving Boom and Auger
- 619610 Semi-Tractor and Trailer (Low Boy)
- 619611 Cable Trailer (All types)
- 619612 Equipment Trailer (Flat Bed)
- 619613 Pole Trailer (All Sizes)
- 619614 Front End Loader
- 619648 Backhoe (Wheeled)
- 619649 Backhoe (JD-70 or equivalent)
- 619650 Backhoe (JD-490 or equivalent)
- 619651 Backhoe (JD-690 or equivalent)
- 619616 Bulldozer with Static Plow (Any Size)
- 619652 Track Dozer (Small)
- 619617 Trencher or Cable Plow - 1 to 40 Horsepower

- 619618 Trencher or Cable Plow Over 40 Horsepower
- 619619 Air Compressor (With 1 or 2 Hammers) and Asphalt Cutting Blade
- 619620 Vibrator Tamper (Compactor) (Wheeled)
- 619653 Vibrator Tamper (Compactor) (Hand-Held)
- 619621 Tractor equipped with Bushhog
- 619622 Water Pump - Centrifugal
- 619623 Water Pump Mud Hog
- 619624 Manhole Blower
- 619625 Portable Generator
- 619626 Pipe Pusher
- 619627 Jack and Bore Machine (Up to 6")
- 619628 Chain Saw
- 619629 Rock Saw
- 619630 Concrete Saw
- 619631 Asphalt Roller
- 619632 Well Points (Includes Headers and Header Pipe without Pump)
Unit of measure: per point per day
- 619633 Well Point Pump - 6"
Unit of measure: day
- 619634 Well Point Pump - 8"
Unit of measure: day
- 619635 Rock Cutting Trencher (Includes teeth)
- 619636 Rock Auger
- 619637 Tree Trimming Truck (Includes circular saw, 2 chain saws,
pruners, ropes, saddles and all other small tools)

- 619638 Chipper
- 619639 Rodder Truck
- 619640 Cable Jet Machine
- 619641 Cable Retriever
- 619642 Directional Boring Machine (Mini)
- 619654 Directional Boring Machine.(DD-40)
- 619655 Directional Boring Machine.(DD-70)

- 196643 Vacuum Truck
- 619644 Flasher Barricades
Unit of measure: each per hour
- 619645 Roadway Directional Flashing Signal
Unit of measure: each per day
- 619646 Crash Cushion Package (Virginia Only)
Unit of measure: each per day

- 619656 Grader
- 619657 Welder
- 619658 1000 Watt Light Bank
- 619659 Dump Trucks (Single Axle)
- 619660 Dump Trucks (Double Axle)
- 619661 Hydraulic Shoring (10 ft. Section)
Unit of measure: each per hour

SPECIALIZED TEST GEAR

Unit of measure: hour

- 619662 OTDR W/Printer - (Anritzu 1310/1550 (1 mainframe + plug-ins)
- 619663 Power Meter & Anritzu Optical
- 619664 Power Meter & 140 Intelco

- 619665 Light Source - Intelco 112-1310
- 619666 Light Source - Intelco 112-1550
- 619667 Light Source - Dual 1330/1550

(LDD Only) Standby Equipment Rates shall not exceed fifty
percent (50%) of the In-Use Equipment Rates.

Notes:

1. ***Flat Bed Equipment Hauler means trailer suitable for handling backhoe and other equipment behind dump truck, etc.***
2. ***Lowboy Trailer and Tractor means suitable for hauling larger equipment or multiple smaller equipment.***
3. **(LDD Only)** Contractor shall be paid a flat fee per emergency callout notification. Contractor must be on site, ready to work with the labor and minimum equipment, as specified herein, and/or specified in the notification within two (2) hours in order to earn said fee:

Emergency Callout Mobilization Fee: \$500.00.
4. **(LDD Only)** To compensate Contractor for the administration, training and reporting requirements as detailed in the Scope of Work, Exhibit A herein, Contractor shall be paid a fee (Administration fee) of \$2,000.00, if the Contractor is not utilized during the term of the Contract. If the actual biennial amount invoiced is less than \$2,000.00, Contractor will be paid the difference between the Administration Fee and the invoiced amount.

EXHIBIT B-6a -- TOOLS

CONTRACTOR'S MINIMUM TOOL LIST (TRUCK)

If the technician does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments, without losing any time in securing them when needed.

<u>TOOL DESCRIPTION</u>	<u>REQ</u> <u>QTY</u>
Amplifier E/W Headset & Probe -----	1
Belt, Body, Lineman's -----	1
Bits, Masonry, Assorted Sizes -----	1
Blade, Hacksaw, 12" -----	1
Bond, Cable, B -----	1
Brush, Carding -----	2
Bucket, Soap, W/Brush -----	1
Climbers, Set -----	1
Clip, transfer, Cable, B & C -----	1
Cloth, Wiping, Cable -----	1
Cone, Safety, 36" -----	3
File, Combination, 10" -----	1
DPM Presser 4270 A -----	1
DPM Popper 4053 pm -----	1
MS2 Kit E/W minimum of 2 splicing heads, preferably 3 splicing heads (Part Number 4041) -----	1
Foot Pump 4030 or Hand Pump 4031 or Crimper 4036 -----	1

Pedestal to support heads 2 each -----	2
Wire Insertion Tool 4051 -----	1
Knuckle (78-8044-9384) or Support Vise (78-8011-2043) to support splicing heads -----	1
Preform End Plate Cutter 8000452 -----	1
Preform Blade Kit 8000453 -----	1
Cable Shaper 8000422 -----	1
End Plate Removal Tool 8000432 -----	1
Gauge, Pressure C (Maintenance) -----	1
Gloves, Insulating, Rubber -----	1
Goggles, Safety/Glasses -----	1
Hacksaw -----	1
Hammer, Claw -----	1
Hand Line, Aerial -----	1
Torque Wrench, Inch Pounds -----	1
Helmet, Safety -----	1
Hook, Cover, Manhole -----	1
Hook, Shave -----	1
Kit, First Aid, 10 unit (Recomm) -----	1
Knife, Splitting, Sheath -----	1
Ladder, Ext, 28' W/Stand & Support -----	1
Busy Boy/Throw Master -----	1
Mirror, Splicer's -----	1
Pliers, Pump, 10" -----	1
Pliers, Side Cutting 9" -----	1
Rake, Yard -----	1
Saw, Cable -----	1
Scissors, Electricians, W/Pouch -----	1

Screwdriver, Assorted -----	1
Screwdriver, Square Drive -----	1
Set/Test/Locator/Cable (Hound) equivalent -----	1
Shovel, Round Point 5' -----	1
Sign, Warning, 36 x 36 -----	1
Tester, Voltage, B -----	1
Tool, Punch, Bullet Bond -----	1
Tool, Repair, Valve -----	1
Tool, Wrap -----	1
Tool, Unwrap -----	1
Torch, Kit -----	1
Tube Cutter -----	1
Vest, Safety -----	1
Volt/OHM/Meter/Triplett, 630 (equivalent) -----	1
VS - 3 E/W Holder -----	1
Wrench, Adjustable, 12" -----	1
Wrench, Terminal - Dbl End -----	1

CONTRACTOR'S MINIMUM TOOLS LIST (UNDERGROUND)

TOOL DESCRIPTION	REQ
	QTY
Blower, Manhole -----	1
Detector, Gas -----	1
Generator -----	1
Guard, Manhole -----	1
Jack, Racking, Cable -----	1
Ladder, Manhole -----	1
Lights, extension -----	2
Pump, Diaphragm -----	1
Pump, Centrifugal (2" mim) -----	2
Set, Test, T 136U, Wilcom -----	1
Shield, Manhole, Adjustable -----	1
Puller, Slack, Strand -----	1
Shoc, Bending, Cable -----	1

EXHIBIT B-7 PRICES AND LABOR RATES

No Bid Not Awarded

	Leesburg
Fishel Company, The Inc	Negotiated Rate

Aerial Construction

615001	Place pole 25'-35'	Each	\$71.63
615002	Place pole 40' - 45'	Each	\$128.93
615003	Place pole 50' & above	Each	\$191.00
615004	Remove pole 25' - 35'	Each	\$47.75
615005	Remove pole 40' - 45'	Each	\$171.90
615006	Remove pole 50' & above	Each	\$171.90
615007	Hand carry poles	Foot	\$238.75
615008	Pole/Relocation	Each	\$95.50
615009	Straighten poles	Each	\$95.50
615010	Setting/Removing Pole in power	Each	\$143.25
615011	Place/Remove pole block	Each	\$47.75
615012	Place/Remove pole block & key	Each	\$47.75
615013	Stenciling pole	Each	\$4.78
615014	Excavation of Solid Rock/Coral	Each	\$95.50
615015	Place anchor	Each	\$19.10
615016	Remove anchor/rod	Each	\$47.75
615017	Place/Remove guy	Each	\$14.33
615018	Place/Ground aerial protector	Each	\$3.34
615019	Remove/Transfer protector (any type)	Each	\$19.10
615020	Place ground rods	Each	\$9.55
615021	Megger testing of existing grounds	Each	\$14.33
615022	Place ground wire	Each	\$3.82
615023	Place/Remove/Transfer aerial wire	Each	\$13.37
615024	Place ready access wire terminal	Each	\$21.01
615025	Remove/Transfer wire terminal	Each	\$11.46
615026	Transfer cable terminal	Each	\$3.82
615028	Bond existing strand or guy	Each	\$4.78
615029	Transfer cable attachment	Each	\$13.37
615030	Transfer buried riser	Each	\$95.50
615031	Place aerial large apparatus	Each	\$95.50
615032	Remove aerial large apparatus	Each	\$76.40
615033	Transfer aerial large apparatus	Each	\$76.40
615034	Place messenger strand - (All Sizes)	Foot	\$0.24
615035	Remove messenger strand - (All Sizes)	Foot	\$0.29
615036	Transfer messenger strand - (All Sizes)	Span	\$14.33
615037	Place cable extension arm	Each	\$14.33
615038	Remove cable extension arm	Each	\$7.40
615039	Transfer foreign utilities	Per attachment	\$10.07
615040	Place/Remove false dead-end	Each	\$2.39
615041	Strand dead-end	Each	\$7.02
615042	Remove rural district wire - All Sizes	Foot	\$0.10
615045	Place aerial cable on strand 100 pair & Under	Foot	\$0.19
615046	Place aerial cable on strand 101-400 pair	Foot	\$0.24
615047	Place aerial cable on strand 401 pair & Over	Foot	\$0.37
615048	Place aerial fiber cable	Foot	\$0.44
615049	Backpull aerial cable	Foot	\$0.57
615052	Remove aerial cable 300 pair & Under	Foot	\$0.14
615053	Remove aerial cable 301 pair & Over	Foot	\$0.19
615054	Remove aerial fiber cable	Foot	\$0.19
615055	Place oscillation dampers	Each	\$76.40

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
615056	Remove oscillation dampers	Each	\$76.40
615057	Place fiber marker tags	Each	\$4.01
615058	Lash cable to existing cable	Foot	\$0.38
615062	Place self supporting cable	Foot	\$0.20
615063	Remove 300 pair & under, self supporting cable	Foot	\$0.13
615064	Remove 301 pair & over self supporting cable	Foot	\$0.15
615065	Cleat cable 1-200 pair	Foot	\$0.86
615066	Cleat cable 200 pair & over	Foot	\$1.00
615067	Cleat ground wire or service wire	Foot	\$0.72
615068	Place/Remove "J" cable guard	Each	\$7.16
615069	Clearance tree trimming	Per linear foot	\$2.87
615071	Regular tree trim ming	Per linear foot	\$2.39
615073	Bush hog Right-of-Way 10' wide	Per linear foot	\$0.96
615074	Bush hog Right-of-Way 15' wide	Per linear foot	\$1.43
615076	Tree guard	Each	\$76.40
615077	Squirrel/Rodent guard	Per linear foot	\$19.10

Buried Construction

616004	Bury copper cable (All Sizes) with minimum cover 24"	Foot	\$1.34
616005	Bury copper cable (All Sizes) with minimum cover 30"	Foot	\$1.38
616006	Bury copper cable (All Sizes) with minimum cover 36"	Foot	\$1.43
616007	Bury copper cable (All Sizes) with minimum cover 42"	Foot	\$1.53
616008	Bury copper cable (All Sizes) with minimum cover 48"	Foot	\$1.62
616009	Bury fiber cable (All Sizes) with minimum cover 24"	Foot	\$1.43
616010	Bury fiber cable (All Sizes) with minimum cover 30"	Foot	\$1.43
616011	Bury fiber cable (All Sizes) with minimum cover 36"	Foot	\$1.48
616012	Bury fiber cable (All Sizes) with minimum cover 42"	Foot	\$1.53
616013	Bury fiber cable (All Sizes) with minimum cover 48"	Foot	\$1.58
616014	Excess of 48" depth (each 12")	Foot	\$0.24
616015	Additional charge for rock	Foot	\$4.78
616018	Remove buried cable any method	Foot	\$1.43
616019	Pre-rip plow line	Foot	\$0.96
616020	Place cable (All Sizes) in trench dug by other	Foot	\$0.96
616021	Place Metallic/Plastic pipe in trench dug by others	Foot	\$0.96
616022	Place subduct in trench dug by others	Foot	\$0.96
616023	Additional charge for backfilling	Foot	\$0.72
616024	Bury additional cable (All Sizes) in same trench	Foot	\$0.24
616025	Bury additional pipe (All Sizes) in same trench	Foot	\$0.24
616026	Bury fiber cable/subduct in same trench	Foot	\$0.48
616027	Excess of 48" depth (each 12")	Each	\$0.24
616030	Push Pipe up to 2"/minimum cover 24"	Foot	\$6.69
616031	Push Pipe up to 2"/minimum cover 30"	Foot	\$7.16
616032	Push Pipe up to 2"/minimum cover 36"	Foot	\$6.69
616033	Push Pipe up to 2"/minimum cover 42"	Foot	\$7.40
616034	Push Pipe up to 2"/minimum cover 48"	Foot	\$7.40
616035	Push Pipe 2 1/2 -4/minimum cover 24"	Foot	\$9.55
616036	Push Pipe 2 1/2 -4/minimum cover 30"	Foot	\$10.03
616037	Push Pipe 2 1/2 -4/minimum cover 36"	Foot	\$10.03
616038	Push Pipe 2 1/2 -4/minimum cover 42"	Foot	\$10.03
616039	Push Pipe 2 1/2 -4/minimum cover 48"	Foot	\$10.27
616040	Push Pipe over 4/minimum cover 24"	Foot	\$9.55
616041	Push Pipe over 4/minimum cover 30"	Foot	\$10.51

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
616042	Push Pipe over 4"/minimum cover 36"	Foot	\$10.51
616043	Push Pipe over 4"/minimum cover 42"	Foot	\$10.51
616044	Push Pipe over 4"/minimum cover 48"	Foot	\$11.46
616045	Excess of 48" depth (Each 12")	Foot	\$4.30
616050	Jack & bore up to 2"/minimum cover 24"	Foot	\$9.55
616051	Jack & bore up to 2"/minimum cover 30"	Foot	\$9.55
616052	Jack & bore up to 2"/minimum cover 36"	Foot	\$9.55
616053	Jack & bore up to 2"/minimum cover 42"	Foot	\$10.51
616054	Jack & bore up to 2"/minimum cover 48"	Foot	\$10.51
616055	Jack & bore 2 1/2 -4"/minimum cover 24"	Foot	\$9.55
616056	Jack & bore 2 1/2 -4"/minimum cover 30"	Foot	\$9.55
616057	Jack & bore 2 1/2 -4"/minimum cover 36"	Foot	\$12.42
616058	Jack & bore 2 1/2 -4"/minimum cover 42"	Foot	\$12.89
616059	Jack & bore 2 1/2 -4"/minimum cover 48"	Foot	\$12.89
616060	Jack & bore over 4"/minimum cover 24"	Foot	\$13.37
616061	Jack & bore over 4"/minimum cover 30"	Foot	\$14.33
616062	Jack & bore over 4"/minimum cover 36"	Foot	\$14.33
616063	Jack & bore over 4"/minimum cover 42"	Foot	\$17.19
616064	Jack & bore over 4"/minimum cover 48"	Foot	\$21.97
616065	Excess of 48" depth (Each 12")	Foot	\$4.78
616070	Rock boring/minimum cover 24"	Foot	\$5.73
616071	Rock boring/minimum cover 30"	Foot	\$6.69
616072	Rock boring/minimum cover 36"	Foot	\$7.64
616073	Rock boring/minimum cover 42"	Foot	\$9.55
616074	Rock boring/minimum cover 48"	Foot	\$11.46
616079	Excess of 48" depth (Each 12")	Foot	\$9.07
616081	Place bore 1" - 3"	Foot	\$3.82
616082	Place bore larger than 3"	Foot	\$5.73
616083	Bury steel pipe 6" & smaller/minimum cover 24"	Foot	\$1.67
616084	Bury steel pipe 6" & smaller/minimum cover 30"	Foot	\$2.96
616085	Bury steel pipe 6" & smaller/minimum cover 36"	Foot	\$3.34
616086	Bury steel pipe 6" & smaller/minimum cover 42"	Foot	\$5.49
616087	Bury steel pipe 6" & smaller/minimum cover 48"	Foot	\$5.73
616088	Additional pipe in same trench	Foot	\$0.99
616089	Excess of 48" depth (Each 12")	Foot	\$1.19
616091	Bury plastic pipe 6" & smaller/minimum cover 24"	Foot	\$2.01
616092	Bury plastic pipe 6" & smaller/minimum cover 30"	Foot	\$2.07
616093	Bury plastic pipe 6" & smaller/minimum cover 36"	Foot	\$2.26
616094	Bury plastic pipe 6" & smaller/minimum cover 42"	Foot	\$2.44
616095	Bury plastic pipe 6" & smaller/minimum cover 48"	Foot	\$3.34
616096	Additional pipe in same trench	Foot	\$0.48
616098	Bridge attachment	Foot	\$47.75
616099	Place "U" cable guard/ protective planking	Each	\$2.63
616101	Place cable in conduit	Foot	\$0.53
616102	Place innerduct in conduit	Foot	\$0.29
616103	Additional cable/innerduct	Foot	\$0.29
616105	Place one subduct	Foot	\$1.53
616106	Additional subduct	Foot	\$0.22
616110	Place fiber optic cable in subduct	Foot	\$0.67
616112	Remove underground cable	Foot	\$0.96
616114	Mandrel duct/ install pull wire	Foot	\$0.41
616117	Place fiber optic cable in conduit/ innerduct	Foot	\$0.61
616119	Remove underground fiber optic cable	Foot	\$0.70

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
616121	Remove innerduct	Foot	\$0.69
616124	Dig/fill straight splice pit	Each	\$47.75
616125	Dig/fill lateral splice pit	Each	\$57.30
616126	Splice pit (return visit)	Each	\$47.75
616128	Bury load coil	Each	\$90.73
616130	Place/remove warning sign (or route) sign/marker post	Each	\$8.60
616132	Grounding pedestal	Each	\$6.47
616134	Place buried ground wire	Foot	\$1.37
616135	Stenciling pedestal	Each	\$1.91
616137	Place buried cable pedestal/10" & smaller	Each	\$8.35
616138	Place buried cable pedestal/10" & larger	Each	\$28.65
616139	Building mounted pedestal	Each	\$19.78
616141	Place cross-connect box	Each	\$16.32
616143	Remove buried cable pedestal (All Sizes)	Each	\$8.33
616147	Place prefabricated pads	Each	\$119.38
616150	Pour pad	Square Foot	\$21.49
616151	Saw and Remove asphalt pavement	Square Foot	\$1.53
616152	Restore asphalt pavement	Square Foot	\$2.65
616153	Saw and Remove concrete	Square Foot	\$2.39
616154	Restore concrete	Square Foot	\$2.87
616156	Remove brick pavement	Square Foot	\$1.91
616158	Restore brick pavement	Square Foot	\$30.09
616159	Restore gravel, crushed rock or limerock /6" increments	Square Foot	\$0.96
616162	Watering Sod	Square Foot	\$0.25
616163	Remove/Replace sod	Square Foot	\$0.43
616164	Seed/mulch/straw	Square Foot	\$0.14
616166	Place pea gravel/4-10" pedestal	Each	\$4.78
616167	Place pea gravel/10" & over pedestal	Each	\$5.73
616168	Raise/Lower manhole - 12" & over	Each	\$334.25
616169	Raise/Lower manhole - additional 6" increments	Each	\$191.00
616173	Core bore office vault/manhole	Each	\$85.95
616175	Place splice box	Each	\$191.00
616200	Boring single cable/subduct/conduit up to 2"	Foot	\$6.21
616202	Boring single cable/subduct/conduit - 2 1/4 - 4"	Foot	\$10.51
616204	Boring single cable/subduct/conduit - 4 1/4 - 6"	Foot	\$13.74
616206	Additional cable/subduct/conduit up to 2"	Foot	\$4.78
616208	Additional cable/subduct/conduit - 2 1/4 - 6"	Foot	\$4.78
616210	Additional cable/subduct/conduit - 4 1/4 - 6"	Foot	\$8.93
616212	Stream crossing up to 4"	Foot	\$17.19
616214	Stream crossing 4 1/4 - 6"	Foot	\$19.85
616220	Additional stream crossing up to 4"	Foot	\$8.60
616222	Additional stream crossing 4 1/4 - 6"	Foot	\$9.55

Buried Service Wire

617030	Place buried service wire 1 - 150'	Each	\$40.00
617031	Place buried service wire over 150'	Foot	\$0.24
617032	Place BSW in open trench	Foot	\$0.17
617033	Backfill trench opened by others	Foot	\$0.22
617056	Sidewalk bore	Foot	\$4.30
617058	Cutover buried service wire	Each	\$12.46
617060	Splice buried service wire	Each	\$7.97
617035	Additional Charge Burying DB-Minimum Cover 24"	Foot	\$0.38

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
617036	Additional Charge Burying DB-Minimum Cover 30"	Foot	\$0.50
617037	Additional Charge Burying DB-Minimum Cover 36"	Foot	\$0.56
617038	Additional Charge Burying DB-Minimum Cover 42"	Foot	\$0.68
617039	Additional Charge Burying DB-Minimum Cover 48"	Foot	\$0.76

Cable Splicing

618002	Splice 1-400 pair underground paper insulated	Pair	\$1.22
618003	Splice 1-400 pair underground PIC	Pair	\$0.92
618004	Splice 1-400 pair buried/aerial paper insulated	Pair	\$0.76
618005	Splice 1-400 pair buried/aerial PIC	Pair	\$0.48
618006	Splice 401 & Over underground, paper insulated	Pair	\$0.49
618007	Splice 401 & Over underground, PIC	Pair	\$0.32
618008	Splice 401 & Over buried/aerial paper insulated	Pair	\$0.45
618009	Splice 401 & Over buried/aerial PIC	Pair	\$0.31
618010	Pre-connectozed splicing 1-400 pair	Pair	\$0.53
618011	Pre-connectozed splicing 401 & over	Pair	\$0.48
618012	Splice underground closure 6 1/2" & smaller	Each	\$39.21
618013	Splice buried/aerial closure 6 1/2" & smaller	Each	\$21.44
618014	Splice under closure over 6 1/2"	Each	\$61.30
618015	Splice buried/aerial closure over 6 1/2"	Each	\$36.53
618016	Underground closure end plates 6 1/2" & smaller	Each	\$32.47
618017	Buried/aerial closure end plates 6 1/2" & smaller	Each	\$11.46
618018	Underground closure end plates over 6 1/2"	Each	\$34.38
618019	Buried/aerial closure end plates over 6 1/2"	Each	\$20.06
618020	Bridge Splice at cable cut/Underground paper insulated 1-400 pair	Pair	\$1.75
618021	Bridge Splice at cable cut/Underground PIC 1-400 pair	Pair	\$1.14
618022	Bridge Splice at cable cut/Buried-aerial pap insulated 1-400 pair	Pair	\$1.47
618023	Bridge Splice at cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.00
618025	Bridge Splice at cable cut/Underground paper insulated 401 & over	Pair	\$1.26
618026	Bridge Splice at cable cut/Underground PIC 401 & over	Pair	\$0.77
618027	Bridge Splice at cable cut/buried-aerial paper insulated 401 & over	Pair	\$1.36
618028	Bridge Splice at cable cut/buried-aerial PIC 401 & over	Pair	\$0.62
618030	Bridge Splice at no cable cut/Underground paper insulated 1-400 pair	Pair	\$1.75
618031	Bridge Splice at no cable cut/Underground PIC 1-400 pair	Pair	\$1.14
618032	Bridge Splice at no cable cut/buried-aerial paper insulated 1-400 pair	Pair	\$1.47
618033	Bridge Splice at no cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.00
618034	Bridge Splice at no cable cut/Underground paper insulated 401 & over	Pair	\$1.26
618035	Bridge Splice at no cable cut/Underground PIC 401 & over	Pair	\$0.77
618036	Bridge Splice at no cable cut/buried-aerial paper insulated 401 & over	Pair	\$1.36
618037	Bridge Splice at no cable cut/buried-aerial PIC 401 & over	Pair	\$0.62
618041	Cut out bridge/Underground paper insulated 1-400 pair	Pair	\$0.41
618042	Cut out bridge/Underground PIC 1-400 pair	Pair	\$0.41
618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.37
618044	Cut out bridge/Buried-aerial PIC 1-400 pair	Pair	\$0.32

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
618045	Cut out bridge/Underground paper insulated 401 & over	Pair	\$0.30
618046	Cut out bridge/Underground PIC 401 & over	Pair	\$0.28
618047	Cut out bridge/Buried-aerial paper insulated 401 & over	Pair	\$0.28
618048	Cut out bridge/Buried-aerial PIC 401 & over	Pair	\$0.28
618050	Pair identification & testing	Pair	\$0.95
618052	Splice fiber optic cable/single fusion	Per Fiber	\$35.34
618053	Splice fiber optic cable/mass fiber fusion	Per Fiber	\$35.34
618054	Splice fiber optic cable/single mechanical	Per Fiber	\$28.65
618055	Splice fiber optic cable/mass mechanical	Per Fiber	\$28.65
618056	Install field installable connectors	Each	\$22.92
618057	Mechanical polishing required	Each	\$19.10
618058	Mechanical polishing not required	Each	\$17.19
618060	Place/splice tip cable - paper	Pair	\$0.48
618061	Place/splice tip cable - PIC	Pair	\$0.48
618063	Section transfer - Underground Paper Insulated	Pair	\$2.87
618064	Section transfer - Underground PIC	Pair	\$1.74
618065	Section transfer - Buried/aerial paper insulated	Pair	\$1.76
618066	Section transfer - Buried/aerial PIC	Pair	\$1.43
618070	Cut slack in cable - Underground paper insulated	Pair	\$2.39
618071	Cut slack in cable - Underground PIC	Pair	\$1.93
618072	Cut slack in cable - Buried/aerial paper insulated	Pair	\$1.45
618073	Cut slack in cable - Buried/aerial PIC	Pair	\$0.95
618074	Cut slack out of cable - Underground paper insulated	Pair	\$2.39
618075	Cut slack out of cable - Underground PIC	Pair	\$1.83
618076	Cut slack out of cable - Buried/aerial paper insulated	Pair	\$1.57
618077	Cut slack out of cable - Buried/aerial PIC	Pair	\$0.84
618080	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground paper insulated	Pair	\$2.15
618081	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground PIC	Pair	\$1.48
618082	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial paper insulated	Pair	\$1.71
618083	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial PIC	Pair	\$1.24
618085	Cut in re-cap switch paper insulated	Each	\$2.24
618086	Cut in re-cap switch PIC	Each	\$1.64
618088	Cut out re-cap switch paper insulated	Each	\$1.58
618089	Cut out re-cap switch PIC	Each	\$1.24
618090	Additional charge for special circuits	Pair	\$8.83
618092	Cable throw 1-400 pair	Pair	\$3.25
618093	Cable throw 401 & over	Pair	\$2.77
618094	Clear and cap	Pair	\$0.29
618095	Terminate cable pairs	Pair	\$0.53
618096	Install repeater mounting posts/pedestal	Each	\$9.10
618097	Place repeater housing	Each	\$12.08
618098	Cut in repeater case	Pair	\$2.49
618099	Basic Splice setup (underground)	Each	\$71.63
618101	Place/Remove jumpers - MDF	Pair	\$1.35
618102	Place/Remove jumpers - Other	Pair	\$0.85
618103	Make up buried cable facilities 1-400 Pair	Each	\$7.85
618104	Make up buried cable facilities 401 & over	Each	\$22.99
618106	Place cable in pad mounted closures	Foot	\$2.39
618107	Cut out non-ready access terminals	Each	\$21.21

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
618108	Place/remove connecting block/ Terminal Block	Each	\$3.04
618109	Place building entry terminal (inside/outside)	Each	\$10.08
618110	Remove building entry terminal (inside/outside)	Each	\$18.62
618113	Place encapsulate	Each	\$9.31
618114	Remove encapsulate	Each	\$9.31
618115	Place pressurized closure	Each	\$95.50
618116	Remove pressurized closure	Each	\$47.75
618117	Place non-pressurized closure	Each	\$45.84
618119	Remove non-pressurized closure	Each	\$22.92
618120	Install hanger brackets	Each	\$0.94
618121	Place/change stenciling of facilities	Each	\$3.72
618122	Place/replace base on buried cable pedestals	Each	\$9.55
618123	Raise/lower pedestal 4 - 10"	Each	\$14.33
618124	Raise/lower pedestal 10" & over	Each	\$19.10
618125	Place pea gravel in pedestal 4 - 10"	Each	\$2.39
618126	Place pea gravel in pedestal 10" & over	Each	\$3.82
618127	Plug conduit ducts	Each	\$1.10
618130	Place aerial wire and associated hardware	Span	\$12.29
618131	Remove aerial wire and associated hardware	Span	\$12.29
618132	Transfer aerial wire from lug-to-lug	Span	\$4.18
618133	Transfer aerial wire structure to structure	Span	\$12.29
618134	Splice aerial wires	Span	\$2.84
618135	Convert aerial to buried/buried to aerial wire	Each	\$17.89
618136	Install/Remove House Protector (NID)	Each	\$11.78
618137	Bond/ground buried service wire in pedestal	Each	\$4.02
618138	Bond complete manhole	Manhole	\$30.17
618139	Bond existing individual cables in manhole	Each	\$2.28
618140	Bond/ground existing messenger strand	Each	\$3.12
618141	Place permanent air press valve (aerial)	Each	\$9.08
618142	Place pressure testing tubing & valve in manhole	Each	\$10.72
618143	Place pressure testing tubing & valve on buried cable	Each	\$8.92
618144	Place bypass valve in manhole	Each	\$28.54
618145	Place bypass valve on pole	Each	\$32.15
618146	Place bypass valve on buried cable	Each	\$9.21
618147	Place pressure contactor/transducer	Each	\$19.08
618148	Build pressure plug paper or moisture block - paper insulated cable	Each	\$16.67
618149	Build pressure plug paper or moisture block - PIC cable	Each	\$16.62
618151	Make inner/outer sheath pressure block	Each	\$5.67
618152	Checking, placing, changing nitrogen (air tanks)	Per Site	\$17.72
618153	Aerial splice rehab - closure rehab	Each	\$33.43
618154	Aerial splice rehab - Pair reconstruction Splicing	Pair	\$0.72
618155	Aerial splice rehab pressurized - closure rehab	Each	\$47.75
618156	Aerial splice rehab pressurized - Pair reconstruction splicing	Pair	\$0.80
618157	Pedestal splice rehab	Each	\$45.84
618158	Pedestal pair reconstruction splicing	Pair	\$0.72
618160	Underground splice rehab	Each	\$47.75
618161	Underground pair reconstruction splicing	Per Pair	\$0.72
618163	Cut off/remove abandoned cable/stubs below ground line	Each	\$16.95

Workers Per Hour

No Bid Not Awarded

Fishel Company, The Inc			Leesburg Negotiated Rate
619514	Service Technician- Regular time	Hour	\$19.10
619515	Service Technician- Over time	Hour	\$33.66
619516	Maintenance/Service Technician- Regular time	Hour	\$27.30
619517	Maintenance/Service Technician- Over time	Hour	\$40.98
619500	Supervisor - Regular time	Hour	\$23.88
619502	Equipment Operator - Regular time	Hour	\$21.97
619503	Equipment Operator - Over time	Hour	\$32.95
619504	Laborer/Flagger - Regular time	Hour	\$11.48
619505	Laborer/Flagger - Over time	Hour	\$17.19
619506	Rehab Cable Splicer - Regular time	Hour	\$27.30
619507	Rehab Cable Splicer - Over time	Hour	\$40.96
619508	Cable Splicer - Regular time	Hour	\$26.64
619509	Cable Splicer - Over time	Hour	\$40.96
619510	Apprentice Splicer - Regular time	Hour	\$17.19
619511	Apprentice Splicer - Over time	Hour	\$25.79
619512	Facilities Technician - Regular time	Hour	\$17.58
619513	Facilities Technician - Over time	Hour	\$26.37
619518	Line Technician - Regular time	Hour	\$21.97
619519	Line Technician - Over time	Hour	\$32.95
619520	Technician/Truck/Backhoe - Regular time	Hour	\$71.63
619521	Technician/Truck/Backhoe - Over time	Hour	\$105.58
619522	Cable Splicer - Fiber - Regular time	Hour	\$27.70
619523	Cable Splicer - Fiber - Over time	Hour	\$41.54
619524	Cable Locator - Regular time	Hour	\$21.97
619525	Cable Locator - Over time	Hour	\$32.95
619526	3-Man Line Crew - Regular time	Hour	\$114.60
619527	3-Man Line Crew - Over time	Hour	\$167.13
619528	Truck Driver - Regular time	Hour	\$20.10
619529	Truck Driver - Over time	Hour	\$30.15
619530	Security Guard - Regular time	Hour	\$21.97
619531	Security Guard - Over time	Hour	\$32.47
619532	Per Diem	Day	\$71.63

Equipment Per Hour

619600	Splicer's Truck equipped with Tools	Hour	\$5.73
619601	Maintenance/Service Technician Truck equipped with Tools	Hour	\$5.73
619602	Apprentice splicer truck	Hour	\$3.82
619603	Service Technician Vehicle	Hour	\$4.78
619604	Facilities Technician Vehicle	Hour	\$3.10
619605	Pickup Truck (1/2 ton)	Hour	\$6.49
619606	Truck (flat bed)	Hour	\$8.60
619607	2 Ton truck and Over	Hour	\$9.07
619608	Line truck without auger	Hour	\$12.65
619609	Line truck equipped with revolving boom and auger	Hour	\$20.27
619610	Semi-tractor and trailer (low boy)	Hour	\$31.41
619611	Cable trailer (all types)	Hour	\$7.35
619612	Equipment trailer (flat bed)	Hour	\$6.42
619613	Pole trailer (all sizes)	Hour	\$3.01
619614	Front end loader	Hour	\$40.11
619616	Bulldozer w Static Plow (any size)	Hour	\$34.38
619617	Trencher or cable plow 1-40 horsepower	Hour	\$20.76

			Leesburg
			Negotiated Rate
Fishel Company, The Inc			
619618	Trencher or cable plow over 40 horsepower	Hour	\$37.81
619619	Air compressor and Asphalt Cutting Blade	Hour	\$11.00
619620	Vibrator Tamper (Compactor) (Wheeled)	Hour	\$6.32
619621	Tractor equipped with bushhog	Hour	\$15.03
619622	Water pump - centrifugal	Hour	\$6.04
619623	Water pump mud hog	Hour	\$5.86
619624	Manhole blower	Hour	\$4.27
619625	Portable generator	Hour	\$4.61
619626	Pipe pusher	Hour	\$8.16
619627	Jack and bore machine (Up to 6")	Hour	\$17.19
619628	Chain saw	Hour	\$3.52
619629	Rock saw	Hour	\$81.18
619630	Concrete saw	Hour	\$8.68
619631	Asphalt roller	Hour	\$14.33
619632	Well points (Includes Headers & Header Pipe w/o Pump)	Per Point Per Day	\$10.02
619633	Well point pump - 6"	Day	\$240.17
619634	Well point pump - 8"	Day	\$357.32
619635	Rock cutting trencher (Includes teeth)	Hour	\$200.55
619636	Rock auger	Hour	\$47.75
619637	Tree trimming truck	Hour	\$21.01
619638	Chipper	Hour	\$17.90
619639	Rodder truck	Hour	\$44.69
619640	Cable jet machine	Hour	\$19.10
619641	Cable retriever	Hour	\$22.92
619642	Directional boring machine (Mini)	Hour	\$60.45
619643	Vacuum truck	Hour	\$17.98
619644	Flasher barricades	Each	\$1.43
619645	Roadway Directional Flashing Signal	Per Day Each	\$38.20
619646	Crash cushion package (Virginia Only)	Per Day Each	
619647	Pickup Truck (3/4 ton)	Hour	\$5.73
619648	Backhoe (Wheeled)	Hour	\$22.54
619649	Backhoe (JD-70 or equivalent)	Hour	\$22.54
619650	Backhoe (JD-490 or equivalent)	Hour	\$22.54
619651	Backhoe (JD-690 or equivalent)	Hour	\$23.97
619652	Track Dozer (Small)	Hour	\$38.20
619653	Vibrator Tamper (Compactor) (Hand-Held)	Hour	\$4.06
619654	Directional boring machine (DD-40)	Hour	\$105.05
619655	Directional boring machine (DD-70)	Hour	\$162.35
619656	Grader	Hour	\$31.04
619657	Welder	Hour	\$14.33
619658	1000 Watt Light Bank	Hour	\$19.10
619659	Dump Truck (Single Axle)	Hour	\$8.98
619660	Dump Truck (Double Axle)	Hour	\$10.84
619661	Hydraulic Shoring (10 ft. Section)	Hour	\$20.89
619662	OTDR with Printer (Anritsu 1310/1550 (1 mainframe + plug-ins)	Hour	
619663	Power Meter and Anritsu Optical	Hour	
619664	Power Meter and 140 Intelco	Hour	
619665	Light Source - intelco 112-1310	Hour	
619666	Light Source - intelco 112-1550	Hour	
619667	Light Source - Dual 1330/1550	Hour	

No Bid Not Awarded

Fishel Company, The Inc	Winter Park Negotiated Rate
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Aerial Construction

615001	Place pole 25'-35'	Each	\$71.63
615002	Place pole 40' - 45'	Each	\$128.93
615003	Place pole 50' & above	Each	\$191.00
615004	Remove pole 25' - 35'	Each	\$47.75
615005	Remove pole 40' - 45'	Each	\$171.90
615006	Remove pole 50' & above	Each	\$171.90
615007	Hand carry poles	Foot	\$238.75
615008	Pole/Relocation	Each	\$95.50
615009	Straighten poles	Each	\$95.50
615010	Setting/Removing Pole in power	Each	\$143.25
615011	Place/Remove pole block	Each	\$47.75
615012	Place/Remove pole block & key	Each	\$47.75
615013	Stenciling pole	Each	\$4.78
615014	Excavation of Solid Rock/Coral	Each	\$95.50
615015	Place anchor	Each	\$19.10
615016	Remove anchor/rod	Each	\$47.75
615017	Place/Remove guy	Each	\$14.33
615018	Place/Ground aerial protector	Each	\$3.34
615019	Remove/Transfer protector (any type)	Each	\$19.10
615020	Place ground rods	Each	\$9.55
615021	Megger testing of existing grounds	Each	\$14.33
615022	Place ground wire	Each	\$3.82
615023	Place/Remove/Transfer aerial wire	Each	\$13.37
615024	Place ready access wire terminal	Each	\$21.01
615025	Remove/Transfer wire terminal	Each	\$11.46
615026	Transfer cable terminal	Each	\$13.37
615028	Bond existing strand or guy	Each	\$4.78
615029	Transfer cable attachment	Each	\$13.37
615030	Transfer buried riser	Each	\$95.50
615031	Place aerial large apparatus	Each	\$95.50
615032	Remove aerial large apparatus	Each	\$76.40
615033	Transfer aerial large apparatus	Each	\$76.40
615034	Place messenger strand - (All Sizes)	Foot	\$0.24
615035	Remove messenger strand - (All Sizes)	Foot	\$0.29
615036	Transfer messenger strand - (All Sizes)	Span	\$14.33
615037	Place cable extension arm	Each	\$14.33
615038	Remove cable extension arm	Each	\$7.41
615039	Transfer foreign utilities	Per attachment	\$10.00
615040	Place/Remove false dead-end	Each	\$2.39
615041	Strand dead-end	Each	\$7.41
615042	Remove rural district wire - All Sizes	Foot	\$0.10
615045	Place aerial cable on strand 100 pair & Under	Foot	\$0.21
615046	Place aerial cable on strand 101-400 pair	Foot	\$0.24
615047	Place aerial cable on strand 401 pair & Over	Foot	\$0.28
615048	Place aerial fiber cable	Foot	\$0.50
615049	Backpull aerial cable	Foot	\$0.50
615052	Remove aerial cable 300 pair & Under	Foot	\$0.21
615053	Remove aerial cable 301 pair & Over	Foot	\$0.24
615054	Remove aerial fiber cable	Foot	\$0.50
615055	Place oscillation dampers	Each	\$76.40

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
615056	Remove oscillation dampers	Each	\$76.40
615057	Place fiber marker tags	Each	\$4.01
615058	Lash cable to existing cable	Foot	\$0.38
615062	Place self supporting cable	Foot	\$0.26
615063	Remove 300 pair & under, self supporting cable	Foot	\$0.26
615064	Remove 301 pair & over self supporting cable	Foot	\$0.26
615065	Cleat cable 1-200 pair	Foot	\$0.86
615066	Cleat cable 200 pair & over	Foot	\$1.00
615067	Cleat ground wire or service wire	Foot	\$0.72
615068	Place/Remove "U" cable guard	Each	\$7.16
615069	Clearance tree trimming	Per linear foot	\$2.87
615071	Regular tree trimming	Per linear foot	\$2.39
615073	Bush hog Right-of-Way 10' wide	Per linear foot	\$0.96
615074	Bush hog Right-of-Way 15' wide	Per linear foot	\$1.43
615076	Tree guard	Each	\$76.40
615077	Squirrel/Rodent guard	Per linear foot	\$19.10

Buried Construction

616004	Bury copper cable (All Sizes) with minimum cover 24"	Foot	\$1.34
616005	Bury copper cable (All Sizes) with minimum cover 30"	Foot	\$1.43
616006	Bury copper cable (All Sizes) with minimum cover 36"	Foot	\$1.48
616007	Bury copper cable (All Sizes) with minimum cover 42"	Foot	\$1.53
616008	Bury copper cable (All Sizes) with minimum cover 48"	Foot	\$1.62
616009	Bury fiber cable (All Sizes) with minimum cover 24"	Foot	\$1.43
616010	Bury fiber cable (All Sizes) with minimum cover 30"	Foot	\$1.43
616011	Bury fiber cable (All Sizes) with minimum cover 36"	Foot	\$1.48
616012	Bury fiber cable (All Sizes) with minimum cover 42"	Foot	\$1.53
616013	Bury fiber cable (All Sizes) with minimum cover 48"	Foot	\$1.58
616014	Excess of 48" depth (each 12")	Foot	\$0.24
616015	Additional charge for rock	Foot	\$4.78
616018	Remove buried cable any method	Foot	\$1.43
616019	Pre-rip plow line	Foot	\$0.96
616020	Place cable (All Sizes) in trench dug by other	Foot	\$0.96
616021	Place Metallic/Plastic pipe in trench dug by others	Foot	\$0.96
616022	Place subduct in trench dug by others	Foot	\$0.96
616023	Additional charge for backfilling	Foot	\$0.72
616024	Bury additional cable (All Sizes) in same trench	Foot	\$0.32
616025	Bury additional pipe (All Sizes) in same trench	Foot	\$0.72
616026	Bury fiber cable subduct in same trench	Foot	\$0.48
616027	Excess of 48" depth (each 12")	Each	\$0.24
616030	Push Pipe up to 2"/minimum cover 24"	Foot	\$6.69
616031	Push Pipe up to 2"/minimum cover 30"	Foot	\$7.16
616032	Push Pipe up to 2"/minimum cover 36"	Foot	\$6.69
616033	Push Pipe up to 2"/minimum cover 42"	Foot	\$7.40
616034	Push Pipe up to 2"/minimum cover 48"	Foot	\$7.40
616035	Push Pipe 2 1/2 -4/minimum cover 24"	Foot	\$9.55
616036	Push Pipe 2 1/2 -4/minimum cover 30"	Foot	\$10.03
616037	Push Pipe 2 1/2 -4/minimum cover 36"	Foot	\$10.03
616038	Push Pipe 2 1/2 -4/minimum cover 42"	Foot	\$10.03
616039	Push Pipe 2 1/2 -4/minimum cover 48"	Foot	\$10.27
616040	Push Pipe over 4/minimum cover 24"	Foot	\$9.55
616041	Push Pipe over 4/minimum cover 30"	Foot	\$10.51

			Winter Park
			Negotiated Rate
Fishel Company, The Inc			
616042	Push Pipe over 4"/minimum cover 36"	Foot	\$10.51
616043	Push Pipe over 4"/minimum cover 42"	Foot	\$10.51
616044	Push Pipe over 4"/minimum cover 48"	Foot	\$11.46
616045	Excess of 48" depth (Each 12")	Foot	\$4.30
616050	Jack & bore up to 2"/minimum cover 24"	Foot	\$9.55
616051	Jack & bore up to 2"/minimum cover 30"	Foot	\$9.55
616052	Jack & bore up to 2"/minimum cover 36"	Foot	\$9.55
616053	Jack & bore up to 2"/minimum cover 42"	Foot	\$10.51
616054	Jack & bore up to 2"/minimum cover 48"	Foot	\$10.51
616055	Jack & bore 2 1/2 -4"/minimum cover 24"	Foot	\$9.55
616056	Jack & bore 2 1/2 -4"/minimum cover 30"	Foot	\$9.55
616057	Jack & bore 2 1/2 -4"/minimum cover 36"	Foot	\$12.42
616058	Jack & bore 2 1/2 -4"/minimum cover 42"	Foot	\$12.89
616059	Jack & bore 2 1/2 -4"/minimum cover 48"	Foot	\$12.89
616060	Jack & bore over 4"/minimum cover 24"	Foot	\$13.37
616061	Jack & bore over 4"/minimum cover 30"	Foot	\$14.33
616062	Jack & bore over 4"/minimum cover 36"	Foot	\$14.33
616063	Jack & bore over 4"/minimum cover 42"	Foot	\$17.19
616064	Jack & bore over 4"/minimum cover 48"	Foot	\$21.97
616065	Excess of 48" depth (Each 12")	Foot	\$4.78
616070	Rock boring/minimum cover 24"	Foot	\$5.73
616071	Rock boring/minimum cover 30"	Foot	\$6.69
616072	Rock boring/minimum cover 36"	Foot	\$7.64
616073	Rock boring/minimum cover 42"	Foot	\$9.55
616074	Rock boring/minimum cover 48"	Foot	\$11.46
616079	Excess of 48" depth (Each 12")	Foot	\$9.07
616081	Place bore 1" - 3"	Foot	\$3.82
616082	Place bore larger than 3"	Foot	\$5.73
616083	Bury steel pipe 6" & smaller/minimum cover 24"	Foot	\$1.67
616084	Bury steel pipe 6" & smaller/minimum cover 30"	Foot	\$2.96
616085	Bury steel pipe 6" & smaller/minimum cover 36"	Foot	\$3.34
616086	Bury steel pipe 6" & smaller/minimum cover 42"	Foot	\$5.49
616087	Bury steel pipe 6" & smaller/minimum cover 48"	Foot	\$5.73
616088	Additional pipe in same trench	Foot	\$0.99
616089	Excess of 48" depth (Each 12")	Foot	\$1.19
616091	Bury plastic pipe 6" & smaller/minimum cover 24"	Foot	\$2.01
616092	Bury plastic pipe 6" & smaller/minimum cover 30"	Foot	\$2.07
616093	Bury plastic pipe 6" & smaller/minimum cover 36"	Foot	\$2.26
616094	Bury plastic pipe 6" & smaller/minimum cover 42"	Foot	\$2.44
616095	Bury plastic pipe 6" & smaller/minimum cover 48"	Foot	\$3.34
616096	Additional pipe in same trench	Foot	\$0.48
616098	Bridge attachment	Foot	\$47.75
616099	Place "U" cable guard/ protective planking	Each	\$2.63
616101	Place cable in conduit	Foot	\$0.53
616102	Place innerduct in conduit	Foot	\$0.29
616103	Additional cable/innerduct	Foot	\$0.29
616105	Place one subduct	Foot	\$1.53
616106	Additional subduct	Foot	\$0.22
616110	Place fiber optic cable in subduct	Foot	\$0.67
616112	Remove underground cable	Foot	\$0.96
616114	Mandrel duct/ install pull wire	Foot	\$0.41
616117	Place fiber optic cable in conduit/ innerduct	Foot	\$0.61
616119	Remove underground fiber optic cable	Foot	\$0.70

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
616121	Remove innerduct	Foot	\$0.69
616124	Dig/fill straight splice pit	Each	\$47.75
616125	Dig/fill lateral splice pit	Each	\$57.30
616126	Splice pit (return visit)	Each	\$47.75
616128	Bury load coil	Each	\$90.73
616130	Place/remove warning sign (or route) sign/marker post	Each	\$8.60
616132	Grounding pedestal	Each	\$6.47
616134	Place buried ground wire	Foot	\$1.37
616135	Stenciling pedestal	Each	\$1.91
616137	Place buried cable pedestal/10" & smaller	Each	\$8.35
616138	Place buried cable pedestal/10" & larger	Each	\$28.65
616139	Building mounted pedestal	Each	\$19.78
616141	Place cross-connect box	Each	\$16.32
616143	Remove buried cable pedestal (All Sizes)	Each	\$8.33
616147	Place prefabricated pads	Each	\$119.38
616150	Pour pad	Square Foot	\$21.49
616151	Saw and Remove asphalt pavement	Square Foot	\$1.53
616152	Restore asphalt pavement	Square Foot	\$2.65
616153	Saw and Remove concrete	Square Foot	\$2.39
616154	Restore concrete	Square Foot	\$2.87
616155	Remove brick pavement	Square Foot	\$1.91
616158	Restore brick pavement	Square Foot	\$30.08
616159	Restore gravel, crushed rock or limerock /6" increments	Square Foot	\$0.96
616162	Watering Sod	Square Foot	\$0.25
616163	Remove/Replace sod	Square Foot	\$0.43
616164	Seed/mulch/straw	Square Foot	\$0.14
616166	Place pea gravel/4-10" pedestal	Each	\$4.78
616167	Place pea gravel/10" & over pedestal	Each	\$5.73
616168	Raise/Lower manhole - 12" & over	Each	\$334.25
616169	Raise/Lower manhole - additional 6" increments	Each	\$191.00
616173	Core bore office vault/manhole	Each	\$85.95
616175	Place splice box	Each	\$191.00
616200	Boring single cable/subduct/conduit up to 2"	Foot	\$6.21
616202	Boring single cable/subduct/conduit - 2 1/4 - 4"	Foot	\$10.51
616204	Boring single cable/subduct/conduit - 4 1/4 - 6"	Foot	\$13.74
616206	Additional cable/subduct/conduit up to 2"	Foot	\$4.78
616208	Additional cable/subduct/conduit - 2 1/4 - 6"	Foot	\$4.78
616210	Additional cable/subduct/conduit - 4 1/4 - 6"	Foot	\$8.93
616212	Stream crossing up to 4"	Foot	\$17.19
616214	Stream crossing 4 1/4 - 6"	Foot	\$19.86
616220	Additional stream crossing up to 4"	Foot	\$8.60
616222	Additional stream crossing 4 1/4 - 6"	Foot	\$9.55

Buried Service Wire

617030	Place buried service wire 1 - 150'	Each	\$44.00
617031	Place buried service wire over 150'	Foot	\$0.29
617032	Place BSW in open trench	Foot	\$0.17
617033	Backfill trench opened by others	Foot	\$0.22
617056	Sidewalk bore	Foot	\$4.30
617058	Cutover buried service wire	Each	\$12.46
617060	Splice buried service wire	Each	\$7.97
617035	Additional Charge Burying DB-Minimum Cover 24"	Foot	\$0.38

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
617036	Additional Charge Burying DB-Minimum Cover 30"	Foot	\$0.50
617037	Additional Charge Burying DB-Minimum Cover 36"	Foot	\$0.58
617038	Additional Charge Burying DB-Minimum Cover 42"	Foot	\$0.68
617039	Additional Charge Burying DB-Minimum Cover 48"	Foot	\$0.78

Cable Splicing

618002	Splice 1-400 pair underground paper insulated	Pair	\$1.22
618003	Splice 1-400 pair underground PIC	Pair	\$0.92
618004	Splice 1-400 pair buried/aerial paper insulated	Pair	\$0.76
618005	Splice 1-400 pair buried/aerial PIC	Pair	\$0.48
618006	Splice 401 & Over underground, paper insulated	Pair	\$0.49
618007	Splice 401 & Over underground, PIC	Pair	\$0.32
618008	Splice 401 & Over buried/aerial paper insulated	Pair	\$0.45
618009	Splice 401 & Over buried/aerial PIC	Pair	\$0.31
618010	Pre-connectorized splicing 1-400 pair	Pair	\$0.53
618011	Pre-connectorized splicing 401 & over	Pair	\$0.48
618012	Splice underground closure 6 1/2" & smaller	Each	\$39.16
618013	Splice buried/aerial closure 6 1/2" & smaller	Each	\$21.44
618014	Splice under closure over 6 1/2"	Each	\$61.30
618015	Splice buried/aerial closure over 6 1/2"	Each	\$36.53
618016	Underground closure end plates 6 1/2" & smaller	Each	\$32.47
618017	Buried/aerial closure end plates 6 1/2" & smaller	Each	\$11.46
618018	Underground closure end plates over 6 1/2"	Each	\$34.38
618019	Buried/aerial closure end plates over 6 1/2"	Each	\$20.06
618020	Bridge Splice at cable cut/Underground paper insulated 1-400 pair	Pair	\$1.75
618021	Bridge Splice at cable cut/Underground PIC 1-400 pair	Pair	\$1.14
618022	Bridge Splice at cable cut/Buried-aerial pap insulated 1-400 pair	Pair	\$1.47
618023	Bridge Splice at cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.00
618025	Bridge Splice at cable cut/Underground paper insulated 401 & over	Pair	\$1.26
618026	Bridge Splice at cable cut/Underground PIC 401 & over	Pair	\$0.77
618027	Bridge Splice at cable cut/buried-aerial paper insulated 401 & over	Pair	\$1.36
618028	Bridge Splice at cable cut/buried-aerial PIC 401 & over	Pair	\$0.62
618030	Bridge Splice at no cable cut/Underground paper insulated 1-400 pair	Pair	\$1.75
618031	Bridge Splice at no cable cut/Underground PIC 1-400 pair	Pair	\$1.14
618032	Bridge Splice at no cable cut/buried-aerial paper insulated 1-400 pair	Pair	\$1.47
618033	Bridge Splice at no cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.00
618034	Bridge Splice at no cable cut/Underground paper insulated 401 & over	Pair	\$1.26
618035	Bridge Splice at no cable cut/Underground PIC 401 & over	Pair	\$0.77
618036	Bridge Splice at no cable cut/buried-aerial paper insulated 401 & over	Pair	\$1.36
618037	Bridge Splice at no cable cut/buried-aerial PIC 401 & over	Pair	\$0.62
618041	Cut out bridge/Underground paper insulated 1-400 pair	Pair	\$0.43
618042	Cut out bridge/Underground PIC 1-400 pair	Pair	\$0.42
618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.37
618044	Cut out bridge/Buried-aerial PIC 1-400 pair	Pair	\$0.32

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
618045	Cut out bridge/Underground paper insulated 401 & over	Pair	\$0.30
618046	Cut out bridge/Underground PIC 401 & over	Pair	\$0.28
618047	Cut out bridge/Buried-aerial paper insulated 401 & over	Pair	\$0.28
618048	Cut out bridge/Buried-aerial PIC 401 & over	Pair	\$0.28
618050	Pair identification & testing	Pair	\$0.95
618052	Splice fiber optic cable/single fusion	Per Fiber	\$35.34
618053	Splice fiber optic cable/mass fiber fusion	Per Fiber	\$35.34
618054	Splice fiber optic cable/single mechanical	Per Fiber	\$28.65
618055	Splice fiber optic cable/mass mechanical	Per Fiber	\$28.65
618056	Install field installable connectors	Each	\$30.56
618057	Mechanical polishing required	Each	\$19.10
618058	Mechanical polishing not required	Each	\$17.19
618060	Place/splice tip cable - paper	Pair	\$0.48
618061	Place/splice tip cable - PIC	Pair	\$0.48
618063	Section transfer - Underground Paper Insulated	Pair	\$2.87
618064	Section transfer - Underground PIC	Pair	\$1.74
618065	Section transfer - Buried/aerial paper insulated	Pair	\$1.76
618066	Section transfer - Buried/aerial PIC	Pair	\$1.43
618070	Cut slack in cable - Underground paper insulated	Pair	\$2.39
618071	Cut slack in cable - Underground PIC	Pair	\$1.93
618072	Cut slack in cable - Buried/aerial paper insulated	Pair	\$1.45
618073	Cut slack in cable - Buried/aerial PIC	Pair	\$0.95
618074	Cut slack out of cable - Underground paper insulated	Pair	\$2.39
618075	Cut slack out of cable - Underground PIC	Pair	\$1.83
618076	Cut slack out of cable - Buried/aerial paper insulated	Pair	\$1.57
618077	Cut slack out of cable - Buried/aerial PIC	Pair	\$0.84
618080	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground paper insulated	Pair	\$2.15
618081	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground PIC	Pair	\$1.48
618082	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial paper insulated	Pair	\$1.71
618083	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial PIC	Pair	\$1.24
618085	Cut in re-cap switch paper insulated	Each	\$2.24
618086	Cut in re-cap switch PIC	Each	\$1.64
618088	Cut out re-cap switch paper insulated	Each	\$1.58
618089	Cut out re-cap switch PIC	Each	\$1.24
618090	Additional charge for special circuits	Pair	\$3.83
618092	Cable throw 1-400 pair	Pair	\$3.25
618093	Cable throw 401 & over	Pair	\$2.77
618094	Clear and cap	Pair	\$0.29
618095	Terminate cable pairs	Pair	\$0.53
618096	Install repeater mounting posts/pedestal	Each	\$3.10
618097	Place repeater housing	Each	\$12.08
618098	Cut in repeater case	Pair	\$2.49
618099	Basic Splice setup (underground)	Each	\$71.40
618101	Place/Remove jumpers - MDF	Pair	\$1.40
618102	Place/Remove jumpers - Other	Pair	\$0.40
618103	Make up buried cable facilities 1-400 Pair	Each	\$7.44
618104	Make up buried cable facilities 401 & over	Each	\$22.77
618106	Place cable in pad mounted closures	Foot	\$2.39
618107	Cut out non-ready access terminals	Each	\$21.20

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
618108	Place/remove connecting block/ Terminal Block	Each	\$3.04
618109	Place building entry terminal (inside/outside)	Each	\$10.08
618110	Remove building entry terminal (inside/outside)	Each	\$18.62
618113	Place encapsulate	Each	\$9.31
618114	Remove encapsulate	Each	\$9.31
618115	Place pressurized closure	Each	\$95.50
618116	Remove pressurized closure	Each	\$47.75
618117	Place non-pressurized closure	Each	\$45.84
618119	Remove non-pressurized closure	Each	\$22.92
618120	Install hanger brackets	Each	\$0.94
618121	Place/change stanching of facilities	Each	\$3.72
618122	Place/replace base on buried cable pedestals	Each	\$9.55
618123	Raise/lower pedestal 4 - 10"	Each	\$14.33
618124	Raise/lower pedestal 10" & over	Each	\$19.10
618125	Place pea gravel in pedestal 4 - 10"	Each	\$2.39
618126	Place pea gravel in pedestal 10" & over	Each	\$3.82
618127	Plug conduit ducts	Each	\$1.10
618130	Place aerial wire and associated hardware	Span	\$12.29
618131	Remove aerial wire and associated hardware	Span	\$12.29
618132	Transfer aerial wire from lug-to-lug	Span	\$4.18
618133	Transfer aerial wire structure to structure	Span	\$12.29
618134	Splice aerial wire	Span	\$2.84
618135	Convert aerial to buried/buried to aerial wire	Each	\$17.89
618136	Install/Remove House Protector (NID)	Each	\$11.78
618137	Bond/ground buried service wire in pedestal	Each	\$4.02
618138	Bond complete manhole	Manhole	\$30.17
618139	Bond existing individual cables in manhole	Each	\$2.28
618140	Bond/ground existing messenger strand	Each	\$3.12
618141	Place permanent air press valve (aerial)	Each	\$9.08
618142	Place pressure testing tubing & valve in manhole	Each	\$10.72
618143	Place pressure testing tubing & valve on buried cable	Each	\$8.92
618144	Place bypass valve in manhole	Each	\$28.54
618145	Place bypass valve on pole	Each	\$32.15
618146	Place bypass valve on buried cable	Each	\$9.21
618147	Place pressure contactor/transducer	Each	\$19.08
618148	Build pressure plug paper or moisture block - paper insulated cable	Each	\$16.67
618149	Build pressure plug paper or moisture block - PIC cable	Each	\$16.62
618151	Make inner/outer sheath pressure block	Each	\$5.67
618152	Checking, placing, changing nitrogen (air tanks)	Per Site	\$17.72
618153	Aerial splice rehab - closure rehab	Each	\$33.43
618154	Aerial splice rehab - Pair reconstruction Splicing	Pair	\$0.72
618155	Aerial splice rehab pressurized - closure rehab	Each	\$47.75
618156	Aerial splice rehab pressurized - Pair reconstruction splicing	Pair	\$0.90
618157	Pedestal splice rehab	Each	\$45.84
618158	Pedestal pair reconstruction splicing	Pair	\$0.72
618160	Underground splice rehab	Each	\$47.75
618161	Underground pair reconstruction splicing	Per Pair	\$0.72
618163	Cut off/remove abandoned cable/stubs below ground line	Each	\$16.95

Workers Per Hour

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
619514	Service Technician- Regular time	Hour	\$19.10
619515	Service Technician- Over time	Hour	\$33.66
619516	Maintenance/Service Technician- Regular time	Hour	\$27.30
619517	Maintenance/Service Technician- Over time	Hour	\$40.96
619500	Supervisor - Regular time	Hour	\$23.88
619502	Equipment Operator - Regular time	Hour	\$21.97
619503	Equipment Operator - Over time	Hour	\$32.95
619504	Laborer/Flagger - Regular time	Hour	\$11.46
619505	Laborer/Flagger - Over time	Hour	\$17.19
619506	Rehab Cable Splicer - Regular time	Hour	\$27.29
619507	Rehab Cable Splicer - Over time	Hour	\$40.96
619508	Cable Splicer - Regular time	Hour	\$26.64
619509	Cable Splicer - Over time	Hour	\$40.96
619510	Apprentice Splicer - Regular time	Hour	\$17.19
619511	Apprentice Splicer - Over time	Hour	\$25.79
619512	Facilities Technician - Regular time	Hour	\$17.58
619513	Facilities Technician - Over time	Hour	\$26.37
619518	Line Technician - Regular time	Hour	\$21.97
619519	Line Technician - Over time	Hour	\$32.95
619520	Technician/Truck/Backhoe - Regular time	Hour	\$71.63
619521	Technician/Truck/Backhoe - Over time	Hour	\$105.58
619522	Cable Splicer - Fiber - Regular time	Hour	\$27.70
619523	Cable Splicer - Fiber - Over time	Hour	\$41.54
619524	Cable Locator - Regular time	Hour	\$21.97
619525	Cable Locator - Over time	Hour	\$32.95
619526	3-Man Line Crew - Regular time	Hour	\$114.60
619527	3-Man Line Crew - Over time	Hour	\$167.13
619528	Truck Driver - Regular time	Hour	\$20.10
619529	Truck Driver - Over time	Hour	\$30.15
619530	Security Guard - Regular time	Hour	\$21.97
619531	Security Guard - Over time	Hour	\$32.95
619532	Per Diem	Day	\$71.63

Equipment Per Hour

619600	Splicer's Truck equipped with Tools	Hour	\$5.73
619601	Maintenance/Service Technician Truck equipped with Tools	Hour	\$5.73
619602	Apprentice splicer truck	Hour	\$3.82
619603	Service Technician Vehicle	Hour	\$4.78
619604	Facilities Technician Vehicle	Hour	\$3.10
619605	Pickup Truck (1/2 ton)	Hour	\$6.49
619606	Truck (flat bed)	Hour	\$8.60
619607	2 Ton truck and Over	Hour	\$9.07
619608	Line truck without auger	Hour	\$12.65
619609	Line truck equipped with revolving boom and auger	Hour	\$20.27
619610	Semi-tractor and trailer (low boy)	Hour	\$31.41
619611	Cable trailer (all types)	Hour	\$7.35
619612	Equipment trailer (flat bed)	Hour	\$6.42
619613	Pole trailer (all sizes)	Hour	\$3.01
619614	Front end loader	Hour	\$40.11
619616	Bulldozer w Static Plow (any size)	Hour	\$34.38
619617	Trencher or cable plow 1-40 horsepower	Hour	\$20.76

No Bid Not Awarded

Fishel Company, The Inc			Winter Park Negotiated Rate
619618	Trencher or cable plow over 40 horsepower	Hour	\$37.81
619619	Air compressor and Asphalt Cutting Blade	Hour	\$11.00
619620	Vibrator Tamper (Compactor) (Wheeled)	Hour	\$6.32
619621	Tractor equipped with bushhog	Hour	\$15.03
619622	Water pump - centrifugal	Hour	\$6.04
619623	Water pump mud hog	Hour	\$5.86
619624	Manhole blower	Hour	\$4.27
619625	Portable generator	Hour	\$4.61
619626	Pipe pusher	Hour	\$8.16
619627	Jack and bore machine (Up to 6")	Hour	\$17.19
619628	Chain saw	Hour	\$3.52
619629	Rock saw	Hour	\$81.18
619630	Concrete saw	Hour	\$8.68
619631	Asphalt roller	Hour	\$14.33
619632	Well points (Includes Headers & Header Pipe w/o Pump)	Per Point Per Day	\$10.02
619633	Well point pump - 6"	Day	\$240.17
619634	Well point pump - 8"	Day	\$357.32
619635	Rock cutting trencher (Includes teeth)	Hour	\$200.55
619636	Rock auger	Hour	\$47.75
619637	Tree trimming truck	Hour	\$21.01
619638	Chipper	Hour	\$17.90
619639	Rodder truck	Hour	\$44.69
619640	Cable jet machine	Hour	\$19.10
619641	Cable retriever	Hour	\$22.92
619642	Directional boring machine (Mini)	Hour	\$60.45
619643	Vacuum truck	Hour	\$17.98
619644	Flasher barricades	Each	\$1.43
619645	Roadway Directional Flashing Signal	Per Day Each	\$38.20
619646	Crash cushion package (Virginia Only)	Per Day Each	
619647	Pickup Truck (3/4 ton)	Hour	\$6.11
619648	Backhoe (Wheelad)	Hour	\$22.54
619649	Backhoe (JD-70 or equivalent)	Hour	\$22.54
619650	Backhoe (JD-490 or equivalent)	Hour	\$22.54
619651	Backhoe (JD-690 or equivalent)	Hour	\$23.97
619652	Track Dozer (Small)	Hour	\$38.20
619653	Vibrator Tamper (Compactor) (Hand-Held)	Hour	\$4.06
619654	Directional boring machine (DD-40)	Hour	\$105.05
619655	Directional boring machine (DD-70)	Hour	\$162.35
619656	Grader	Hour	\$31.04
619657	Welder	Hour	\$14.33
619658	1000 Watt Light Bank	Hour	\$19.10
619659	Dump Truck (Single Axle)	Hour	\$8.98
619660	Dump Truck (Double Axle)	Hour	\$10.84
619661	Hydraulic Shoring (10 ft. Section)	Hour	\$20.89
619662	OTDR with Printer (Anritsu 1310/1550 (1 mainframe + plug-ins)	Hour	
619663	Power Meter and Anritsu Optical	Hour	
619664	Power Meter and 140 Intelco	Hour	
619665	Light Source - Intelco 112-1310	Hour	
619666	Light Source - Intelco 112-1550	Hour	
619667	Light Source - Dual 1330/1550	Hour	

EXHIBIT B-7a DISCOUNTS

EXHIBIT B-7A DISCOUNTS

VOLUME DISCOUNTS

% Discount

\$ Spend

Not Applicable

EARLY PAYMENT DISCOUNTS

Not Applicable

EXHIBIT B-8 COST QUOTE

EXHIBIT B-8

**SPRINT
COST QUOTE FOR DESIGNATED WORK**

This cost quote when duly executed by an authorized representative of the Contractor, shall become part of the agreement for Construction between Sprint and _____ executed on _____ (Agreement), as an addendum thereto and shall be governed by, subject to and construed in accordance with the terms and conditions set forth in the Agreement.

Narrative, Conditions of work and method of payment :

618165 **COST QUOTE : \$** _____

This cost quote shall constitute the entire rate that the Contractor will bill for labor, equipment and loading for the items on the Designated Work.

The Contractor shall be responsible for any and all errors and/or omissions in pricing out labor, equipment and loading. Negligence on the part of the Contractor in preparing the COST QUOTE confer no right for the withdrawal of the quote after it has been submitted.

The Contractor has read and understands and shall fully comply with all the terms, covenants and agreements set forth in the Agreement and herein. Contractor has executed this COST QUOTE or has caused it to be executed on it's behalf, on the date indicated below it's signature.

(Contractor)

Signed and acknowledge by

In the Presence of:

By: _____

Witness: _____

Title: _____

Witness: _____

Date: _____

Federal Identification Number:

ATTACHMENTS

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Sprint's Code of Ethics

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INTRODUCTION (You, Ethics and the Law)

Sprint's Code of Ethics explains the basic rules applicable to Sprint employees in their day-to-day dealings with others, whether they are customers, competitors, suppliers or fellow employees. These rules reflect our company's core values.

Sprint is committed to high standards of business conduct. At Sprint, we believe people should be treated fairly and honestly, with dignity and respect. We always compete aggressively but ethically in the marketplace and we will not violate the law in conducting our business activities. An illegal or unethical act cannot be justified by saying it advantaged the company, or that it was directed by someone else in the organization, even a higher authority. You never are authorized by the company to commit, or direct another employee to commit, such an act.

Throughout the Code, any reference to Sprint includes Sprint Corporation and all of its subsidiaries and affiliates. As a member of a Sprint company, you are expected to review the Code of Ethics and apply its principles in your daily business activities.

Of course, the Code cannot explicitly cover all situations or circumstances. If there are no rules, use the principles in the Code to guide your conduct.

CHIEF ETHICS OFFICER

The Sprint Chief Ethics Officer is responsible for overseeing Sprint's ethics and law compliance program. This program includes not only developing policies and procedures, but also providing training to employees so that we will conduct our business in accordance with the law and our company policies.

INTERPRETATION, COMPLIANCE AND REPORTING (Reporting a Violation)

If you have questions about the meaning of the Code or about applying it to particular situations, you should contact your supervisor, who in turn will work with Human Resources, the Law Department or the Chief Ethics Officer, to get an answer. If you do not receive a clear explanation or believe you may not receive a fair or adequate review of the issue from your supervisor, call the Sprint Hotline at 1-800-788-7844. The Sprint Hotline is answered by the Company's Law Department and you may remain anonymous when you call.

For Sprint's commitment to integrity to be fully realized, everyone must comply fully with the Code. Accordingly, the Sprint Code of Ethics will be strictly enforced. Failure to comply with this Code, will result in disciplinary action, which may include termination of employment.

If you believe someone has engaged in unethical or illegal conduct, you are required to report it. This report should be promptly made to your supervisor. If you have any concern about reporting the wrongdoing to your supervisor, you should call the Sprint Hotline or the Chief Ethics Officer. Failure to promptly report such conduct could allow wrongdoing to continue, subjecting the company and its employees to greater harm. Any supervisor receiving a report required by this Code of Ethics is required to forward a summary of the report to the Chief Ethics Officer on a copy of the form attached.

Any retaliation against an employee who, in good faith, reports a violation or suspected violation of this Code, is strictly forbidden. Such retaliation is itself a violation of this Code.

RESPECT FOR EACH OTHER

It is Sprint's policy to treat everyone, our fellow employees as well as business associates and competitors, with fairness and respect. It is our policy, in accordance with the law, to maintain an environment free from discrimination on the basis of sex, age, race, color, religion, national origin, veteran status or disability. Sexual harassment is both illegal and unethical and it should be reported immediately.

The spirit of these laws reflects an ancient wisdom: Treat others as you wish to be treated. Sprint employees, as a fundamental company policy, are expected to treat their fellow employees with dignity and respect.

SAFETY, HEALTH AND ENVIRONMENT

Sprint is committed to providing a safe and healthy work place for its employees and for visitors to our premises. Sprint is equally committed to preventing the deterioration of the environment and minimizing the impact of our operations on the land, air and water. These commitments can only be met through the awareness and cooperation of all Sprint employees.

You should always notify your supervisor of any suspected unsafe or unhealthy conditions in the work place. You should also notify your supervisor whenever you believe hazardous materials or wastes have come in contact with the environment, are improperly handled or discarded or where a potential violation of law may exist.

ACCURATE ACCOUNTS AND RECORD KEEPING

- Accuracy of Records

- Falsification or Alteration of Records
 - Retention of Records
-

Accuracy of Records

Sprint's policy is to fully comply with all laws of the United States and the foreign countries in which we do business regarding the maintenance of accounts and records. Our internal standards require that records and books of account be accurately and honestly maintained. The true nature of transactions should always be fully disclosed on our books.

Whenever you put something in writing, make sure you are factual and accurate. Be precise and avoid exaggeration or inaccuracy in your statements.

Falsification or Alteration of Records

Falsifying or altering records, or knowingly approving false records, is prohibited. Here are some rules you should keep in mind:

- False or misleading entries or statements should never be made in any of our books, records, expense or incentive compensation reports or other documentation for any reason. Keep books, records and accounts in reasonable detail so they accurately reflect the transaction.
- Expense reports must be filled out accurately and completely, showing the correct purpose and amount of each expense item.
- Permanent entries in Sprint's records should never be altered in any way.
- No secret or unrecorded funds or assets should be created or maintained for any purpose.
- You should never make a payment or approve a receipt with the understanding that it will be used for a purpose other than what is described in the record of the transaction.

Retention of Records

Company records include internal and external documents prepared in the ordinary course of our business. Sprint has developed a records retention policy for the systematic retention and destruction of these records. There are also federal and state laws governing the retention of company records, which may be referenced in the policies of Sprint or its affiliates. You may obtain a copy of the records retention policy from your supervisor.

Records should always be retained and destroyed according to our records retention policy. If litigation, an audit or a government investigation is pending, you should consult your Law Department before destroying any related records.

CONFLICTS OF INTEREST

- Gifts and Entertainment
- Outside Activities
- Volunteer Activities
- Board Memberships
- Investments and Other Financial Opportunities

You should not have any personal interest that is incompatible with the loyalty and responsibility you owe to Sprint. You should perform your job duties based on what is in the best interests of Sprint rather than any personal considerations or relationships. You should have no relationships with suppliers, contractors, customers, competitors or regulators that create loyalties which compete with your loyalty to Sprint or create a conflict of interest which affects your independent judgment on behalf of Sprint.

You should notify your supervisor of any business opportunity of which you become aware because of your position with Sprint. Never attempt to exploit such opportunities for your personal benefit or divide your loyalties with a company that does business or competes with Sprint. To do so creates a conflict of interest.

It is not possible to outline every conflict of interest. Some of the more common circumstances and policies are set forth below. If you have a question about a possible conflict of interest, you should follow the procedures in Section 3 of the Code.

Gifts and Entertainment

You should never solicit any gift, below market loan, or any other loan not in the ordinary course of business, entertainment or special privilege from a competitor, or anyone who conducts or seeks to conduct business (including a customer or supplier) with Sprint. "You," for all purposes relating to this Section, includes your family or any person or entity you control.

If you have a question about acceptance of a gift, entertainment or anything else of value, follow the procedures in Section 3 of the Code. In addition, if you accept any gift, entertainment or anything else of value, other than (1) Nominal Gifts, or (2) Ordinary Business Entertainment (as these terms are defined below), you must report your acceptance in writing to your supervisor.

You may accept the following: (1) an invitation to a hospitality suite, (2) sporting event, (3) golf outing, or (4) business meal if it is reasonable in the context of the business and it is either associated with a necessary business meeting or it advances the company's business interests (Ordinary Business Entertainment). You should, however, never accept any entertainment on behalf of the company if it could impair or influence your independent judgment

Accepting gifts in a business context may sometimes be seen as an attempt to improperly influence your business decisions. You should never accept gifts of money or securities (including stocks, bonds, etc.) under any circumstances. You should never accept any benefit or gift from anyone that conducts or seeks to conduct business with Sprint if that gift would cause you to favor that company or person over others or otherwise influence your judgment. You should never accept a gift if it would place you or Sprint in an embarrassing situation. You may accept nominal gifts which are gifts of token value or gifts used for advertising or promotion as long as they are given in the regular course of business. Discounts

You may not accept discounts on personal purchases of a supplier's or customer's products or services unless such discounts are generally offered to Sprint employees or others having a similar business relationship with the supplier or customer. If you have any questions about the acceptance of a discount, follow the procedures in Section 3 of the Code.

Outside Activities

You are expected to give your work the attention necessary for quality performance. Any outside activity, including other employment, is not permitted if it:

- Competes with Sprint or provides services or assistance to Sprint or a competitor, unless it has been approved by the Chief Ethics Officer.
- Interferes with the timely and effective performance of your duties for Sprint, such as making or receiving phone calls, handling correspondence or participating in meetings.
- Creates a conflict of interest with Sprint which affects your ability to judge issues independently and objectively.
- Makes you unable to devote your full time and energy to your job when you are at work.

You should never use Sprint property to carry on a private business. If you have any questions about an outside activity, follow the procedures in Section 3 of the Code.

Volunteer Activities

Sprint encourages you to be involved in volunteer activities that better our communities. If you wish to use company property or spend work time on these activities, you must get the approval of your supervisor.

Board Memberships

You are permitted to serve on the board of directors of community or not-for-profit organizations. However, to make sure these activities do not create a conflict of interest or other problem with your Sprint employment, you must notify your supervisor of your membership. You must report to and obtain approval from your supervisor before becoming a member of the board of directors of any for-profit organization.

You must not serve as a member of the board of directors of any company that is a competitor of Sprint or has a significant commercial relationship with Sprint.

Investments and Other Financial Opportunities

You should not have a direct investment (including stock ownership in private or publicly traded companies) or other financial interest in a supplier, contractor or competitor of Sprint if it could create a conflict of interest on your part. A conflict of interest may be presumed if a direct investment is of significant value or represents a significant percentage of your total investment portfolio or the investment portfolio of someone subject to your influence or control, for example, a spouse, child or parent. A 'direct' investment is any investment you make and not one made by a mutual fund or pension plan for its portfolio.

If you are in a position to influence or evaluate purchasing or other procurement decisions at Sprint, you should not hold any position with or have a financial or other business relationship with any of Sprint's suppliers.

It may be a conflict of interest if you acquire an interest in an asset, such as real estate, stock or some other type of property, when Sprint has or will acquire an interest in that same asset. It also may be, in some instances, a conflict of interest if a member of your immediate family is employed by a supplier, contractor or competitor of Sprint's. You must notify your supervisor immediately if any of these potential conflict of interest situations occur. You should also notify your supervisor if you acquire a profit or investment opportunity as a result of representing Sprint in the course of your employment.

USE AND PROTECTION OF COMPANY ASSETS

The assets of Sprint include much more than just our buildings, equipment or office supplies. They include intangible property such as software and other intellectual property rights, technologies, business concepts and strategies, financial data and other information about our business.

Preventing the loss, damage, misuse or theft of company property, including software and other intellectual property rights, is a part of each employee's job. All company assets should be used only for the benefit of Sprint and not for personal gain.

Intellectual property is very valuable to Sprint and can be protected by patents, copyrights, trademarks and trade secrets. You should not take any action, such as unauthorized disclosure, that could affect Sprint's ability to protect these intellectual property assets. Sprint's Protection of Proprietary Information Policy provides specific rules for safeguarding the company's proprietary information, including proprietary information transmitted by electronic mail and other computer access methods, and by voice mail.

PROPERTY RIGHTS OF OTHERS

Sprint respects the property rights of others. In the conduct of our business, we have occasion to receive and use proprietary information of others. We must use this information only in accordance with the agreements under which we have received it. It is company policy to honor copyrights and

to respect the trade secrets of others. You should not engage in unauthorized copying or reveal or use any trade secrets of a former employer or other competitor in connection with your Sprint employment, including competitor information such as customer lists, technical developments or operational data.

DRUG FREE WORK PLACE

Sprint has adopted a policy requiring a drug-free workplace. This policy states:

- 1) Using, possessing, distributing, selling, dispensing, manufacturing, transferring, offering, furnishing or being under the influence of illegal or illicit drugs or other controlled substances (as defined under state and federal law and regulations) while on duty or on company premises is prohibited. For purposes of this policy, the term "company premises" includes all land, buildings, structures, parking lots and means of transportation owned by or leased to Sprint, or any of its subsidiary or affiliated companies.
- 2) Any employee who is convicted under a criminal drug statute for a violation occurring in the workplace or on company business must notify Sprint no later than 5 days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. Criminal drug statutes include federal or non-federal criminal statutes involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.

You should be aware of this policy and comply with it. If you have any questions or need additional information, contact your supervisor. Any employee who violates this policy and/or is convicted under a criminal drug statute, will be subject to disciplinary action which may include termination of employment.

PRIVACY OF COMMUNICATIONS

Protecting our customers' privacy of communications is fundamental to Sprint's business and there are laws regulating disclosure of customer records or other communications. You may not engage in or allow another person to engage in unauthorized listening, recording or other disclosure of communications or customer records.

Any subpoena, court order or other request for customer information from law enforcement or government agencies or other outside parties should be referred immediately to the department in your organization responsible for handling this information.

AGREEMENTS

Sprint enjoys a reputation for being a fair, ethical but demanding contractor. Sprint honors its commitments and expects others to do the same.

Do not make any commitments or enter into any oral or written agreements on behalf of the company unless you have authority from your supervisor to do so and unless you know that the company can comply with the terms of that agreement.

ANTITRUST

The antitrust laws of the United States have been developed to encourage healthy competition among businesses by defining what conduct or activities are unacceptable and unlawful. We must always carefully observe the antitrust laws in our daily business.

Agreements between competitors that limit competition are a violation of the antitrust laws. Oral discussions and informal arrangements may be considered "agreements" so you should be careful whenever you meet with competitors or customers, including contacts at trade shows or professional gatherings.

When attending trade shows or having meetings or conversations with competitors, you may never discuss or even listen to a discussion of present or future prices, profit margins or costs, bids or intended bids, terms or conditions of sale, market shares, sales territories, distribution practices or other competitive information. If a competitor begins to discuss such matters, you must refuse to participate and leave if the discussion does not stop. You should then report the incident to your Law Department.

There are some basic rules to follow when you are dealing with competitors or customers:

DO NOT talk to competitors about or agree to fix or control prices or terms of sale.

Do NOT talk to competitors about or agree to allocate or apportion products, markets, territories or customers.

DO NOT agree with competitors to boycott certain customers or suppliers.

DO NOT disclose the company's bid or solicit information about a competitor's confidential bid proposal.

DO NOT require customers, as a condition to doing business, to buy from us before we will agree to buy from them.

DO NOT require customers to take a product or service they do not want in order to get from us a product or service they do want.

DO NOT agree with a customer to establish or fix the customer's resale prices or other terms or conditions of sale.

The antitrust laws also prohibit monopolization or attempts to monopolize. A telephone company, in particular, is susceptible to antitrust claims if it tries to use its dominant position in the local telephone service market to impair competition for other services.

The antitrust laws of the United States are very complex and these are only general guidelines. You should be aware that our antitrust laws may apply to certain international agreements. In some cases, the antitrust laws of foreign countries may apply to us. Sprint's policy is to comply with the laws of all countries in which we do business.

If you have any questions or think you have an antitrust issue, either refer to Sprint's antitrust manual, "Working within the Antitrust Laws," or contact your Law Department.

BRIBES, KICKBACKS AND OTHER IMPROPER PAYMENTS

Bribes, kickbacks, payoffs or other unusual or improper payments to obtain or keep business are unethical, illegal and strictly forbidden. You are not permitted to make or authorize any offer, payment, promise or gift that is intended or appears to influence a business relationship with Sprint. If you receive any such offer, payment, promise or gift, you must report it to your supervisor.

CUSTOMER WRONGDOING

As a common carrier, we are generally obligated to provide telecommunications services to all customers regardless of the content of their messages. However, if we believe that a customer is using our service for an unlawful purpose, such as to defraud, we may have an obligation to terminate that customer's service. This is particularly true if we are providing unregulated billing and collection or other optional services. If you suspect a customer is using Sprint's services for an unlawful purpose, please contact your Law Department immediately.

FEDERAL GOVERNMENT CONTRACTS

- Complete and Accurate Records
- Pricing, Billing and Contracting
- Labor and Material Costs
- Gifts and Entertainment
- Materials, Supplies, Equipment and Services
- Marketing and Selling
- Employment/Recruitment

- **Control, Testing and Safety**

The United States government is an important and valued customer of Sprint. Since we do business with the federal government, we must follow certain laws and regulations that have been established to protect the public interest. They are applicable to Sprint whether the work is being done under a prime contract or a subcontract.

Listed below are some of the basic rules that you must follow when dealing with federal government contracts and officials. In addition, there may be other federal laws or regulatory commission rules to be observed. Questions concerning these matters should be directed to your Law Department.

Complete and Accurate Records

Do not expose both yourself and Sprint to civil and criminal liabilities by making false claims or misleading statements in any Sprint correspondence, reports, books or records.

Pricing, Billing and Contracting

If you are involved in government contract pricing, billing or contracting, you must:

- Understand and follow all applicable procurement regulations;
- Observe the government Cost Accounting Standards and Cost Principles;
- Comply with the Truth in Negotiations Act so that our prices are clear, concise and presented understandably to the customer;
- Make sure invoices accurately reveal the products and services rendered and the actual price and terms of the sale.

Labor and Material Costs

You must authorize, document and record labor and material costs to the proper work order or cost centers. You must not allocate costs contrary to contract provisions. This would include improper entries on work reports and incorrect charging of labor hours, charging of unsupported overhead costs and inaccurately classifying costs or shifting costs between contracts and projects.

Gifts and Entertainment

As a general rule, you must not give gifts, entertainment or meals to federal government employees. Under no circumstances should you offer or give anything of value to a federal government employee or representative to try to influence the judgment of that person in favor of Sprint. If you wish to invite a federal government employee to a reception, user conference or other large open affair, you must submit the name of the event and the list of invited guests to the chief executive of

GSD for approval. You must also then obtain the prior written approval of the Designated Agency Ethics Official (DAEO).

You are also prohibited from accepting anything of value from Sprint suppliers, subcontractors or their employees, if it is offered to you for the purpose of obtaining or rewarding favorable treatment. If you believe someone has violated this provision, you should contact your supervisor or the Chief Ethics Officer.

Materials, Supplies, Equipment and Services

You should always try to purchase materials, supplies, equipment and services from qualified suppliers at the lowest possible cost, keeping in mind the requirements of quality, performance and schedule. Suppliers and consultant services must be authorized by properly approved statements of work that clearly identify the work to be performed.

Marketing and Selling

Sprint's goal is to provide its customers with the highest quality products and services at the best possible price. However, Sprint will not authorize any unethical or illegal activity in order to obtain business. It is your responsibility to understand the customer's needs and to satisfy those needs by submitting realistic proposals on price, performance and schedule.

Employment/Recruitment

During any federal agency procurement of property or services, you must not offer or promise any future employment or business opportunity to any procurement official. You must not even discuss such matters with a procurement official, either directly or indirectly. These rules also apply to representatives, agents and consultants of Sprint.

Certain restrictions apply to hiring or retaining any former military or civilian government employee or consultant. If you have hired or plan to hire a former government employee, you should seek advice from your Law Department regarding what types of work the employee can perform and what other limitations might apply to the employment. Similarly, former government employees who work for Sprint may direct any questions concerning legal restraints on their activities to the Chief Ethics Officer.

Control, Testing and Safety

Sprint employees are often required to certify compliance with quality control specifications and safety or testing requirements. Failure to conduct required testing or misrepresentation of test procedures or data is a violation of Sprint policy.

INSIDE INFORMATION

As an employee, you may learn information about Sprint that is not generally known to the public and that could affect someone's decision to buy, sell or hold Sprint stock. This information might be

about trade secrets, business plans, marketing and sales programs, audits, dividend changes, earnings estimates or other confidential or proprietary information that could affect Sprint financially. This is known as "material inside information."

You must hold this information in strictest confidence. You must not buy or sell Sprint stock, including stock options, until this information has been publicly disclosed. You also must not buy or sell stock or stock options of another company if you know undisclosed information that would substantially affect that company's stock. You also must not tell others about the information or give them any inside "tips." If you do any of these things, it is a violation of federal law and you could be subject to civil or criminal penalties.

INTERNATIONAL BUSINESS

You are expected to obey the laws and respect the customs of all the countries in which we transact business. If the laws do not address a particular situation or they are unclear or conflicting, consult your Law Department.

You also must comply with the Foreign Corrupt Practices Act, which makes it illegal to offer or give a bribe to a foreign official with the intent to corruptly influence his or her acts or decisions.

The law also makes it illegal for Sprint and its employees to participate in an unsanctioned boycott or restrictive trade practice. If you are asked to participate in such an activity, you should notify your Law Department immediately.

POLITICAL CONTRIBUTIONS AND ACTIVITIES

- Corporate Contributions
- Employee Political Participation
- Political Action Committees

Corporate Contributions

Federal law and the laws of many states forbid companies from making contributions of money, goods or services to political candidates (except for contributions made by a political action committee, as discussed below). You may not make any contribution for Sprint or use Sprint's name, funds, property or services for the support of political parties or candidates unless the contribution is permitted by law and authorized by the company. Only your specific company's chief external affairs or government relations officer may authorize a company contribution.

Employee Political Participation

Sprint encourages employees to personally participate in the political process, by voting or otherwise being involved in political activity. Sprint will never require or expect you to express a political view that is contrary to your personal view. However, you should also be careful not to create the impression that you are speaking or acting on behalf of Sprint when you express a personal political opinion.

Political Action Committees

Sprint sponsors an employee Political Action Committee (PAC) called SprintPAC for eligible employees. Employee contributions to a PAC are personal, political contributions and entirely voluntary. It is unlawful and contrary to company policy to exert pressure or offer improper inducements to encourage such contributions by employees.

ATTACHMENT 2

GENERAL INFORMATION FOR IDENTIFYING BUSINESS PROCESSES

AGREEMENT ORDER used by LDD:

DESIGNATED WORK BY AGREEMENT ORDER. Sprint will issue a written Purchase Order to Contractor that will include

- 1.2.1. Deliver or work performance location;
- 1.2.2. Invoicing Instructions;
- 1.2.3. Incorporation of the terms of the Agreement;
- 1.2.4. The Agreement number set forth in the upper right-hand corner of this Agreement;
- 1.2.5. Time Schedule for completion of Designated Work
- 1.2.6. Purchase Orders may require Designated Work on railroad right-of-way, or other entities granting right-of-way (collectively "Right-of-Way Entities").

SCOPE OF DESIGNATED WORK

SCHEDULES used by LTD:

DESIGNATED WORK BY SCHEDULES. The Contractor will observe the conditions of "Instructions to Bidders"; in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to the Contractor by Sprint. Such work items, labor and/or equipment will be referred to collectively herein as the "Designated Work". Work items are describe and defined in the Exhibits. The term "Schedules" will mean work drawings which specify the items of work authorized to be performed hereunder. Such term will also include verbal Schedules given to the Contractor for the purpose of emergency restoration, which Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in the Exhibits or on specific Bid Sheets where specific work items are not specified.

The following paragraphs set forth below pertains to Optional Sprint LDD Processes only:

RATES

Rates. Sprint will pay Contractor in accordance with the following billing rate: Exhibit B-7

REIMBURSEMENTS

Reimbursement. Contractor will be reimbursed for travel, living, and other expenses authorized by Sprint in the Purchase Order at reasonable and actual costs. Travel and living expenses will not be reimbursed unless they are in conformance with Sprint's travel reimbursement policies.

All travel which is to be reimbursed by Sprint should be booked as coach or economy only through Sprint Business Travel Center by calling (800) 347-2639. When making travel arrangements, please acknowledge that you are a Contractor for Sprint. Booking through Sprint Business Travel Center will allow for least cost to Sprint. The passenger flight coupon and travel itinerary must be attached to the Contractor's expense report.

Contractor's travel (coach and economy class only) expenditures should be appropriate to Sprint's business undertaken, and reasonable in the judgment of both Sprint and the Contractor. For reimbursement, Contractor must submit original receipts greater than \$15 for meals (tear tab receipts are not accepted); however, hotel, car rental, fuel for rental cars require receipts regardless of the amount. Contractor will be reimbursed for use of a personal vehicle for business purposes at the current rate (based on current IRS regulations) in effect, plus parking and toll fees. Contractor will utilize reasonable parking facilities and rates. Parking receipts are required for reimbursement of \$15 or more.

INVOICING FOR LDD:

Invoicing and Payment. Purchase Orders will state specific invoicing instructions. Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and;
- 3 Make reference to this Agreement and Purchase Order Number.

Invoices must be sent in accordance with the invoicing instructions provided with the Purchase Order. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Purchase Order, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

INVOICING FOR LTD:

Contractor agrees to complete a Labor/Material Reporting Form ("LMR"), furnished by Sprint upon completion of any Schedules. LMRs will be submitted to Sprint Affiliate as designated on the applicable Schedules for completed Designated Work only and will be paid in full within thirty (30) days of Sprint approval.

Contractor will submit all LMRs to Sprint Affiliate designated on the applicable Schedules for Sprint's approval within five (5) working days of performance. LMRs submitted for approval that exceed five (5) working days, will be paid at Sprint's sole discretion. LMRs submitted for approval for the first time, which exceeds ninety (90) calendar days after performance, will not be paid.

Invoicing and Payment. Work Activities will state specific invoicing instructions.

Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and
- 3 Make reference to this Agreement and Work Activities Number.

Invoices must be sent in accordance with the invoicing instructions provided with the Work Activity. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Work Activity, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

ELECTRONIC INVOICING FOR LDD & LTD:

Electronic invoicing is a process used by contract service supplier to submit invoices for hourly, unit, and bid work activities. Access to the Sprint electronic invoicing system is through the Internet. Electronic invoicing is primarily used by the Local Telecommunications Division; however, all of Sprint divisions are expected to implement this process in 1999. Contract service suppliers are required to furnish the necessary hardware, software, and employee training for electronic invoicing.

ATTACHMENT 3

LOCAL CONTRACT ADMINISTRATORS' DIRECTORY LISTINGS FOR LDD AND LTD
LDD CONSTRUCTION ADMINISTRATORS

WEST

John Repp-- Midwest
2511 E GRAUWYLER
IRVING, TX 75061-3410
MAILSTOP: TXIVGE0101
Telephone: 972-405-1848
Fax: 972-405-1797

Robert Goodman - Northwest
4210 E. FOURTH PLAIN BLVD
VANCOUVER, WA 98661-5650
MAILSTOP: WAVANB0101
Telephone: 360-993-2040
Fax: 800-879-8956

Richard Green - Southwest
1850 GATEWAY DRIVE
SAN MATEO, CA 94404
MAILSTOP: CASMAA0405
Telephone: 650-513-2538
Fax: 650-513-2526

EAST

Jim Carrol – Northeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2311
Fax: 800-215-4252

Robert Meagher – Great Lakes
5600 N. RIVER ROAD
SUITE 900
ROSEMONT, IL 60018
MAILSTOP: ILROSA0504
Telephone: 800-896-3023
Fax: 847-318-3199

Tom Taylor – Southeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2364
Fax: 800-215-4252

SUPPLY CHAIN MANAGEMENT

Fernando Jordan
903 E. 104TH STREET
KANSAS CITY, MO 64131
MAILSTOP: MOKCMW0801
Telephone: 816-854-7693
Fax: 816-854-7022

FIBER OPERATIONS

Robert Rowin
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2335
Fax: 800-215-4252

LOCAL DIVISION

Western Operations

Cathy Neill Chambers
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-2214
Fax: 913-791-2315

Martenis Tyiska
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-4869
Fax: n/a

North Central Operations

Connie M. Miller
1201 WALNUT BOTTOM ROAD
BUILDING C
CARLISLE, PA 17013-0905
MAILSTOP: PACARC0216
Telephone: 717-245-6573
Fax: n/a

Deborah K. Williams
665 LEXINGTON AVE.
MANSFIELD, OH 44907
MAILSTOP: OHMANB0204
Telephone: 419-755-8708
Fax: n/a

Mid Atlantic Operations

Gary H. Martin
2211 HYDRAULIC RD.
CHARLOTTESVILLE, VA 22901
MAILSTOP: VACHRF0204
Telephone: 804-971-2729
Fax: n/a

Southern Operations

Johnny R. North
555 LAKE BORDER DRIVE
1ST FLOOR SOUTH
APOPKA, FL 32703
MAILSTOP: FLAPKA0311
Telephone: 407-889-6767
Fax: n/a

Nevada Operations

Dawn Davidson
330 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89107
MAILSTOP: NVLSVB0113
Telephone: 702-244-7028
Fax: 702-244-6113

ATTACHMENT 4

GENERAL SAFETY REQUIREMENTS FOR SPRINT EMPLOYEES AND AGENTS

Safety rules cannot be all inclusive. Workers must refrain from unsafe and improper practices including both the violation of written rules and regulations and the violation of unwritten rules of common sense.

Contractor Note: Work in the proximity of a railroad track is extremely dangerous. Sprint will rigorously enforce safety requirements, and any other requirements for safety deemed necessary by the railroad or any other agency. Should violations by the Contractor or his agents force the shutting down of Work in progress, all costs resulting from said stoppage will be for Contractor's sole obligation and at Contractor's sole expense.

1. Should any employee or agent of Sprint suffer a personal injury while on Owner's property, details of that injury must be submitted promptly to the Director-Outside Plant Engineering and Construction or Project Engineer. Federal regulations require the railroad to report all such incidents that occur on Owner's property. A copy of the report is to be submitted to Sprint, Materials and Services Management, 903 E. 104th Street, P.O. Box 8490, Kansas City, Missouri 64114-0490.
2. Workers must not use, or be under the influence of, intoxicants, drugs, or any substance which may impair senses of alertness.
3. Scuffling, horseplay, practical jokes, and all conduct of a similar nature, are prohibited.
4. Profane, indecent, or abusive language by workers is prohibited.
5. Good housekeeping is of the utmost importance in the prevention of accidents and fires. Workers must keep that part of the property that is their responsibility in a neat and orderly condition. Clean-up will be conducted on a daily basis.
6. Throwing waste, garbage, bottles, refuse, or other such materials on railroad property, or disposing of such at other than designated locations, is prohibited. Each Contractor will provide several refuse containers at the work site, which will be dumped on a daily basis.
7. In all cases, established routes in and about the property must be used.
8. Workers are warned that trains, locomotives, or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. All employees will become familiar with and be capable of recognizing railroad equipment (switchboxes, lights) adjacent to the tracks.
9. Walking, stepping, or standing on rail, frog, switch, interlocking machinery or connections, or sitting on any part of track structure, except in performance of duty, is prohibited. (Note: The term "track structure" means the space between the rails and within three feet outside the rails, unless otherwise specified.)
10. Workers must not cross tracks by going underneath cars.
11. Workers must not cross tracks by crossing over between cars that are coupled together.

12. Workers must keep a 30' distance from passing trains' locomotives, or as far as possible, to avoid injury from falling objects or projections on the equipment.
13. Objects which constitute a slipping or tripping hazard must not be left in walking areas.
14. Color selection in clothes and equipment is critical. Some colors like green, orange, red, or yellow may be prohibited on the railroad right-of-way while other railroad right-of-ways may require the wearing of a particular color. Workers must not wear or use anything which impairs vision or hearing. Individual radios, such as Sony Walkmans or the like, are prohibited.
15. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of, a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Sprint Project Engineer prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
16. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when view or vision is limited or when noisy equipment is in use. A warning type signal shall be used by a designated person to warn workers of approaching trains or equipment. Portable air horns will be used.
17. All power line wires must be considered dangerous, and of high voltage, unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10'. For lines rated over 50KV, minimum clearance between the line and any part of equipment or load shall be 10' plus 0.4" for each 1KV over 50KV. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for operator to maintain the desired clearance by visual means.
18. Machines will be operated across tracks only at established grade crossings. If necessary to do so at any other location, it may be done only with permission of Sprint under the supervision of the Railroad Chief Engineer or his representative on site.
19. Any work within 20' of rail without consideration to height must be stopped in the clear when trains are approaching. The machine operator and workers must stand back at least 30' from the track. If the 30' distance cannot be attained, workers must clear the tracks as far as possible.
20. Machines must not be left unattended with the engine running. If a machine is left unattended, it must be in gear, with brakes set, and if equipped with blade, pan or bucket, it must be lowered to the ground.
21. All machinery and equipment left on right-of-way unattended must be left inoperable and secured against movement.
22. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier placed around the opening, i.e., fence.

23. No machinery or equipment can be stored, or left temporarily, near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, Contractor, with concurrence of the Project Manager, will establish a set storage area.
24. Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices must not be laid across rails that could shunt this electrical current. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
25. Cutting or knocking down trees, or moving rocks and other materials, that might fall on the track structure or on communications or power lines, is prohibited unless with the approval and supervision of the Railroad Chief Engineer or his representative. All trees will be removed in such a manner as to fall away from tracks, whenever possible.
26. Workers must not create and leave any condition at the work site that would interfere with water drainage.
27. Workers must not make any move toward an approaching train with machinery that would cause the engineer to believe that the track is going to be fouled.
28. Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
29. Workers must not take refuge from rain, heat, etc., under cars or other rail equipment.
30. Workers must not attempt to catch onto, or ride, moving trains or other rail equipment even though it is moving slowly.
31. Upon entering the work site, hard hats and leather shoes are required. Tennis shoes are not permitted. Other appropriate safety equipment (glasses, goggles, gloves, safety toe shoes, side shields) must be worn when OSHA or other railroad regulations apply.
32. Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan submitted to and approved by the Sprint Project Manager prior to beginning work in these areas. When work is being done in tunnels, specific requirements must be met and be under the railroad's supervision.
33. In cases of emergency, it may be necessary for Sprint employees or its agents to flag and stop approaching trains. Flagging equipment should consist of red fuses and/or red flags.
34. When emergency flagging is necessary, workers should protect against trains moving in both directions.
35. When required to perform emergency flagging, workers must understand that a great distance is required in which to stop a moving train. The flagperson must be at least 1.5 miles from the point being protected in order to provide minimum distance for the engineer to stop the train. A stop signal is given by swinging the lighted fuse or red flag at right angle to the track, but the engineer will recognize the stop signal if given violently in any manner from a point near the track. Workers, when giving a stop signal, must not stand on or within fouling distance of the track, as normally the

engineer will not have the required stopping distance to stop short of the point where the signal is being given.

36. When an emergency exists, the Railroad Chief Engineer, or his representative on site, must be notified immediately. Each person in charge of a work party must receive instruction from the Railroad Chief Engineer or his representative concerning the emergency use.
37. Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that, in cases of emergencies, the exact location may be given to the railroad personnel.
38. Prior to starting work, each crew will have available on site a list of emergency numbers (ambulance, police) to contact when necessary.
39. Each crew will possess and maintain, at each work site, a first-aid kit. (36 unit minimum, with snake bite kit mandatory.)
40. Workers are not permitted within railroad buildings (offices, stations), unless they are on official business relating to the project.
41. Unless approved by Sprint personnel, Contractor will work daylight hours only.
42. Contact the Sprint Field Representative if any hazard is noticed on passing trains. Note the time and direction of the train.
43. On double main tracks: walk facing traffic; clear both tracks when a train approaches, keeping a minimum of 15' from the tracks.
44. Do not wave violently, this is a distress signal.
45. High frequency radios (not CBs) shall be used by all crews for emergency communications between crews.
46. Open fires or fires in barrels are not allowed on railroad property.

IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

PERSONAL PROTECTIVE EQUIPMENT

1. Long pants, shirts, and full leather shoes must be worn at all times. Shorts, cutoffs shirts, and tennis shoes are not permitted. (Safety-toe footwear may be required, if required by right-of-way owner.)
2. Safety glasses and goggles must be available for each worker and worn under the following circumstances:
 - A. When working in close proximity to a trenching machine.

- B. When using any air-powered or hand-held impact tool.
 - C. Drilling operations.
 - D. All other operations hazardous to the eyes. (OSHA 1926.102)
 - E. As required by railroad.
3. Workers wearing prescription glasses must wear goggles when performing any of the aforementioned duties. Prescriptions must meet ANSI/OSHA requirements for safety glasses.

All personnel are required to wear approved laser safety eyewear while working on or in close proximity to Sprint optical fibers that are not intact, properly terminated or disconnected from its associated equipment or bulkhead termination point whenever it cannot be conclusively or positively verified that optical line amplifiers are de-energized. This would include the operations of using a fiber scope. The above rule is to minimize the threat of eye injury from potentially injurious light levels.

Filter specifications include:

Filters should be made of mineral glass that provide a minimum optical density (O.D.) of 3 or greater from 1,064 to 2,100 nanometers wavelength protection. The visible light transmission (TLV) should be 80% or greater and provide true color recognition. The manufacturer should provide information as to the irradiance factor the filter will withstand for a specified time frame (ANSI Z136.1 for the safe use of lasers recommends 10 seconds). The laser eyewear must be permanently marked with the optical density and corresponding wavelength according to ANSI Z136.1.

- 4. Hard hats will be worn at all times when a worker enters the site. All hard hats will have the name of the worker's company on the front of the hat. The worker's name will appear on the back of the hat. Each company will provide hard hats of a uniform color, for security reasons, to each worker.
- 5. Safety gloves will be on site, in sufficient numbers, and worn by workers when needed. (OSHA 1926.28)
- 6. Disposable respirators will be available to and worn by workers whenever conditions (dust storms, pungent odors) exist that warrant their use. (OSHA 1926.103)
- 7. While working over water, each worker must be provided with and must wear an approved life jacket. (OSHA 1926.106)
- 8. Workers will be provided with and wear hearing protection where the average noise level exceeds 90 decibels (dB) for an 8 hour period. Persons working air tools, compressors, or the like enter this category. (OSHA 1926.101)
- 9. Drinking water and cups will be provided for all workers. (OSHA 1926.141)

FIRE PROTECTION (OSHA 1926.24)

- 1. Each Contractor is required to have, on site, a sufficient number of fire extinguishers. Each worker is to be trained by the employer in their use.
- 2. All vehicles and motorized equipment are to be equipped with a fire extinguisher.

3. Flammable liquids are to be stored in approved containers and away from work operations.
4. A list of local fire department phone numbers is to be kept on site and readily available in the event a fire cannot be handled by the employees.
5. A written report of all fire incidents will be completed and forwarded to Sprint, Materials and Services Management, 903 E. 104th Street, P. O. Box 8490, Kansas City, Missouri 64114-0490.

ON OR ABOUT TRACKS

1. The foreman in charge of gangs is responsible for the safety of the workers.
2. Workers must be warned of approaching trains. Extra protection must be taken while working in multiple track territory, when view or vision is limited, or when motorized equipment is in use.
3. An air horn must be used to warn workers of approaching trains.
4. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of the tracks, proper protection of railroad property, personnel, and construction personnel must be afforded.
5. Workers must avoid contact between hands and face, arms, or other parts of the body when handling creosoted materials.
6. Tools or work materials must not be left in close proximity to tracks.
7. Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
8. Construction vehicles will not be left unattended in close proximity to the tracks or in such a manner as to impair the vision of workers working near the tracks.
9. Walking on, or even being on the tracks except in the direct line of duty, is prohibited. If it is necessary to cross railroad tracks, look both ways, and remain at least 25' from stationary rail cars.
10. Sitting, walking, stepping, or resting feet on rails, frogs, or switches is prohibited.
11. Workers working in tunnels will leave the tunnel when trains approach.
12. Construction workers are prohibited from tampering with switches, electrical boxes, frogs, or grease boxes unless it is necessary for work operation and only in the presence of an authorized railroad worker.

COMPRESSED GAS AND COMPRESSED AIR EQUIPMENT (OSHA 1910.SUBPART M)

1. Each employer shall determine that compressed gas cylinders are in safe operating order.
2. Storage of flammable gas and oxygen cylinders together when not in use is prohibited.

3. Gas cylinders shall be secured in an upright position at all times.
4. All cylinders shall be checked for rust, corrosion and cracks that affect the operating integrity of the cylinders on a daily basis.
5. Any cylinder will be rejected and taken out of use when dented.
6. Valve leaks will be cause for immediate rejection of cylinders.
7. All compressed air/gas equipment shall be equipped with a working pressure indicator gauge. No valve of any type shall be placed between the air/gas receiver and its gauges.
8. Gauges and valves will be mounted in such a manner so that they cannot readily be rendered inoperable.

MANHOLES, SEWERS, EXCAVATION AND TRENCHING (OSHA 1926.650-653)

1. The soil at the excavation site must be classified by a "competent person" in accordance with provisions of the OSHA Standard.
2. To be a "competent person" under the OSHA standard, a person must have had training in, and be knowledgeable about soil analysis, the use of protective systems, and the requirements of the OSHA standard. The "competent person" must be at the site of the excavation work. A competent person, as described by OSHA, shall inspect each excavation daily. If evidence of cave-in or other hazards are apparent, all work in the excavation must stop until necessary precautions have been taken.
3. A pre-construction (Box) shoring system must be used when trenches or excavations are 5' or more in depth.
4. Trenches or excavations less than 5' in depth shall be equipped with a pre-constructed (Box) shoring system when inspection of the ground indicates unstable soil such as sand or silt, regardless of depth.
5. The following items apply to any construction on Burlington Northern Railroad Right-of-Way:
 - A. Any reference in the Sprint Safety Rules to trenches and excavations which require a trench box at five (5) feet shall be changed to four (4) feet or more. This provision is more stringent than the Sprint and Federal OSHA standard (1926.650-1926.653) on excavations, trenching and shoring
 - B. Material or Obstructions Distance. At the end of each work day all machines, obstructions, supplies, tools, etc., must be removed at least fifteen (15) feet from the end of the tie of any railroad track.
 - C. The signal rules and hand signals contained in this Exhibit do not apply to Burlington Northern Right-of-Way and are not to be used.
6. The 5' trench or excavation depth shoring requirement shall be changed to 4' or more for all trenches and excavations in state OSHA plans or Right-of-Way owners stipulating the 4' shoring requirement

7. The Contractor is required to present to Sprint, prior to the start of construction, a detailed drawing of the shoring system or manufacturer's cutsheet. Said drawing or cut sheet shall contain certification from a registered professional engineer licensed for the state in which the shoring box will be used. The certification will verify that the shoring box meets or exceeds the requirements of the Occupational Safety & Health Act (OSHA) and/or any approved state plan, whichever is applicable.
8. The Contractor shall not "slope," "step," "bench" or otherwise "layback" the earth of any trench or excavation in lieu of the requirement for a pre-constructed shoring system except when approved by Sprint's project manager for emergency restoration.
9. The Contractor may slope when digging out the plow chute if there is sufficient area to do so. If the area precludes sloping and sloping/shoring is required by OSHA, a modified pre-constructed shoring (Box) system shall be used.
10. The Contractor's pre-constructed shoring system shall be at least equal to the depth of the trench or excavation it is placed in.
11. A pre-constructed shoring system shall be available at each work site where sloping/shoring could be expected.
12. Ladders for ingress and egress will be placed within 25' of lateral travel when depth of a trench exceeds 4'.
13. Excess soil and any other material will be placed a minimum of 2' from the trench.
14. All excavations, no matter the depth, will require a pre-constructed shoring system where there is any danger to the track structure.
15. No excavation will be left uncovered or unprotected overnight.
16. Holes or trenches about the railroad track must be guarded and protected when not being worked on.
17. Excavations, trenches, or pits adjacent to public roads will be physically protected and denoted by flashing highway barriers when not in use.
18. All excavations will be backfilled as soon as possible.
19. Before excavating, it must be ascertained by the Contractor if there are underground electric wires, cables, pipe lines, etc., in the vicinity.
20. If obstructions are encountered that do not appear on drawings, the Sprint inspector must be notified before continuing excavation operations.
21. Jumping over pits is prohibited.
22. Excavations will be inspected after each rainstorm for protection against slides or collapse.

23. Diversion ditches, dikes, or pumps shall be used to prevent surface water from entering an excavation. Water will not be permitted to accumulate in an excavation.
24. Confined space entries will be performed in accordance with the OSHA standards within 29CFR 1910.268 dealing with telecommunications work.
25. Smoking or flames in manhole or sewer line are prohibited.
26. Operations of any internal combustion engine in a manhole are prohibited.

CUTTING OR TRIMMING TREES

1. When trimming trees, ladders will be used when practicable.
2. If climbers are necessary, extreme care and necessary safety precautions must be exercised.
3. When cutting down trees, sufficient rope must be used to fell the tree in the desired direction.
4. Care must be exercised to prevent coming in contact with wires running through trees.
5. Precautions must be taken when trimming a tree, either from a ladder or when using climbers, to see that a cut off limb does not kick back or drop so as to do injury to the operator or helpers. It is best to "safety off" as high as practical above the work. Never "safety off" below a heavy limb that is being cut.
6. Do not throw any object to or from workers in trees. Hand lines will be used to transport all tools.
7. All felled trees or limbs will be clearly and properly disposed of immediately.

TRAFFIC CONTROL (DOT - Work Zone Traffic Control, Standards and Guidelines)

1. Fall Protection. All personnel on railroad rights-of-way must receive training on fall protection before working in conditions that could lead to a "fall" accident. Specific fall hazards would include working from railroad bridges or similar structures.
2. All applicable local, county, state and federal regulations applicable to traffic control shall be followed.
3. All signs shall be orange and alert the flow of traffic well in advance.
4. The size and spacing of signs shall be based on the speed and volume of traffic.
5. Minimum cone size shall be 18" in height.
6. Flag persons shall be used where work operations encroach on the roadway or where required by permit regulations.

7. Orange vests shall be worn by employees working on or near the roadway, or where required by local, county, or state regulations.
8. Traffic controls must remain relevant to moving construction operations.

VEHICLES

1. All vehicles will be clearly identified with Contractor's company name when on the railroad right-of-way.
2. Unless loading or unloading, trucks will be as far from the track right-of-way as possible.
3. Trucks and equipment will be parked in such a manner so as not to impair vision from public roads or track right-of-way.
4. The speed limit on the right-of-way will not exceed five miles per hour.
5. Only licensed drivers will operate trucks or equipment along the right-of-way.
6. All vehicle accidents resulting in damage to railroad property will be reported immediately to the railroad chief.

TUNNEL CONSTRUCTION PROCEDURES

The following procedures cover pipe strapping, pipe and cable placement in railroad tunnels on Sprint construction projects. The procedures will be strictly adhered to on all Sprint projects involving tunnel work.

1. The Contractor shall ensure that all equipment is approved for underground work and environmental tests are conducted by competent personnel who are familiar with the testing equipment and are able to evaluate and interpret the test results.
2. The Contractor shall conduct a pre-job safety meeting with the Sprint Project Manager and railroad representative and any regulatory agencies to outline safety precautions which will be taken in tunnel operations. The Contractor shall notify Sprint 30 days prior to scheduled work in any tunnel and arrange a mutually-agreeable meeting time to review these precautions and minimum safety procedures. In this meeting the Contractor will outline their plan for compliance with written procedures of tests, equipment, and qualifications of the person making the environmental tests. Sprint will approve the procedures for compliance with the items listed below.
3. The Contractor will conduct a tailgate meeting with employees to inform them of safety and work procedures required in the tunnel prior to commencing work.
4. At least one work person shall be stationed outside each end of the tunnel to watch for oncoming trains. The worker's duties shall not be such that they would be unable to secure aid for those in the tunnel in the event of an emergency by prearranged communications methods.
5. The work operation shall have lighting of a sufficient level to illuminate the work area in the tunnel.

6. All internal combustion engines used inside shall be diesel. Each engine shall have a scrubber on the exhaust system.
7. Prior to the daily work and at regular intervals throughout the work shift, the Contractor will ensure that each environmental test is taken at a location not less than 12" from the roof and one not less than 12" from the digging operation.

The following tests shall be required:

- A. Tests for flammable and combustible gases shall be taken four (4) times during the shift while working in the tunnel. (Example: in an 8 hour day, every 2 hours.) Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- B. Oxygen level tests shall be taken four (4) times during the shift while working in the tunnel. The oxygen level shall not be less than 20% by volume. Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- C. Tests for concentrations of carbon monoxide and nitrogen dioxide shall be measured four (4) times each shift while in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day. The acceptable levels are 5 PPM for nitrogen dioxides and 50 PPM for carbon monoxide levels.

Personal monitor badges for each gas are also acceptable for each employee in lieu of grab samples of carbon monoxide and nitrogen dioxide. These badges must be changed each day.

- D. Tests for ventilation shall be taken with a velometer to ensure a lineal flow rate through the tunnel of not less than 60 feet per minute. These tests shall be conducted four (4) times each shift in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day.

If minimum flow rates cannot be achieved at any time during the work shift, administrative controls (leaving the tunnel) or engineering controls (mechanical ventilation) must be implemented.

NOTE: Often there are changes in the direction of air in tunnels due to temperature inversions at a given point during the day. The Contractor should be aware of these changes in direction and prepare to implement controls until airflow rates return to minimum levels.

8. Adequate water supply and toilet facilities shall be available on site.
9. Emergency communications for remote tunnel work shall be in effect. It shall include a minimum of two employees trained in first aid, a 36 unit first aid kit, back board or stretcher, and a plan to remove injured employees from the jobsite and contact emergency personnel. The communications with the railroad dispatcher shall be clear so emergency conditions may be reported.
10. No smoking or open flames are allowed in tunnels.
11. The use of volatile solvents (flash point below 100 degrec F) or gasoline underground is prohibited.

The above requirements are considered minimum and shall be superseded by any state OSHA plan which is more stringent or has additional requirements.

SIGNAL RULES

1. Timetables

- A. It is the responsibility of each foreperson to obtain from a railroad personnel, a train schedule for the day.
- B. Not more than two (2) times are given for a train at any station; where one is given, it is the leaving time; where two are given, they are the arriving and leaving times.
- C. The following letters in the timetables indicate:

L	- Leave
A	- Arrive
S	- Regular Stop
F	- Flag Stop
T	- Train Order Officer
P	- Siding
PN	- Northward Siding
PS	- Southward Siding
PE	- Eastward Siding
PW	- Westward Siding
CP	- Center Siding
Sig. S	- Signaled Sidings of a Capacity in Excess of 250 Cars
X	- Railroad Crossing
Y	- Wye Track
O	- Track Scales
N	- North
S	- South
E	- East
W	- West

HAND SIGNALS

Fuses must not be placed where fire may be communicated to platforms, bridges, or buildings. Special attention must be given in areas where there are trees, brush, or grass along the right-of-way.

HAND SIGNALS FOR TRAIN AND ENGINE MOVEMENTS (With Hand, Flag, or Light)

Manner of Using	Indication
(a) Swung across the track	Stop
(b) Hung horizontally at arm's length when train is moving	Reduce speed
(c) Raised and lowered vertically	Proceed
(d) Swung vertically in a circle at right angle to the track	Back
(e) Swung horizontally above the head when train is standing	Apply air brakes
(f) Held at arm's length above the head when the train is standing	Release air brakes
(g) Any object waved violently by anyone on or near the track	Stop

Signals must be given from a point where they may be plainly seen and in such a way that they cannot be misunderstood. If there is doubt as to the meaning of a signal, or for whom it is intended, it must be regarded as a stop signal and not further acted upon until fully understood. Except as provided by radio rules, when backing or shoving a train, engine, or cars, the disappearance from view of employee giving signals, or light by which signals are given, must be construed as a stop signal. When practicable, hand signals will be used in lieu of radio.

OPERATIONS AND MAINTENANCE SAFETY PROCEDURES REQUIRED ON THE RIGHT-OF-WAY

The following procedures shall be required when routing or repairing fiber optic facilities or cable on the right-of-way of a railroad, unless superseded by the railroad in writing.

- 1) A supervisor, dispatcher or employee must notify the railroad at least one day prior to work on the right-of-way.
- 2) A geographic (mile post) starting point and stopping point must be given.
- 3) The railroad will inform Sprint if a flagperson is required after a description of the work operation is given.
- 4) All employees or contractors must have a copy of the Railroad Safety Card on their person while on the right-of-way.
- 5) All railroad/Sprint safety rules must be followed.

Any deviations from the above procedures may result in removal from the right-of-way.

Emergency Conditions - In the event emergency restoration of service is required, prior coordination and procedures established with each railroad should be followed

Original

Agreement No. CA190155 SSI

STRATEGIC SOURCING MASTER DESIGNATED WORK for CONSTRUCTION
AGREEMENT

BETWEEN

SPRINT/UNITED MANAGEMENT COMPANY

AND

CORNERSTONE OF NORTH FLORIDA, INC.

This Strategic Sourcing Master Designated Work for Construction Agreement ("Agreement") effective April 1, 1999 ("Effective Date"), between Sprint/United Management Company doing business as Sprint, a Kansas corporation ("Sprint"), with offices located at 903 E 104th Street, Kansas City, Missouri 64131 and Cornerstone of North Florida, Inc., ("Contractor"), with offices located at 3936 Paul S. Buckman Highway, Zephyrhills, Florida 33540.

WITNESSETH:

WHEREAS, Sprint, may from time to time, desire to have certain work performed as specified in Exhibits and

WHEREAS, Contractor represents itself to be capable and willing to perform such work as and when requested:

NOW THEREFORE, Sprint and the Contractor, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. DESIGNATED WORK

- 1.1 The Contractor will observe the conditions of Exhibit A-1 "Instruction to Bidders", in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to by Sprint. Such work items, labor, and/or equipment will be referred to collectively herein as the "Designated Work". Work items are described and defined in the Exhibits. The term "Schedules" will mean Work Activities or Purchase Orders and other appropriate work drawings that specify the items of work authorized to be performed hereunder. Schedules may require Designated Work on Railroad Rights-of-Way, or other entities granting rights-of-way (collectively "Right-of-Way Entities" or "facilities of others"). Such term will also include, subject to Articles 1.6 and 1.7, verbal Schedules given to the Contractor for the purpose of emergency restoration, that Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in Exhibit B or on specific Bid Sheets where specific work items are not specified in Exhibit B. The Contractor will furnish all labor, cartage, tools, implements, appliances, and motor vehicles required to fully perform all Designated Work.

Strategic Sourcing MDIWA March, 1999

(Master Designated Work Construction)

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Part 2 of 3
00375-02

- 1.2. Exhibits and Attachments. All Services will be performed in accordance with the following Exhibits and Attachments:

EXHIBIT A: SCOPE OF DESIGNATED WORK

EXHIBIT A-1: INSTRUCTION TO BIDDERS

EXHIBIT B: ITEM CODES/JOB DESCRIPTIONS/

PRICES/SCHEDULES/TOOLS/COST QUOTE

ATTACHMENTS

1. SPRINT'S CODE OF ETHICS

2. GENERAL INFORMATION ON BUSINESS PROCESSES

3. CONTRACT ADMINISTRATORS DIRECTORY LISTINGS

4. GENERAL SAFETY REQUIREMENT

- 1.3 Agreement not Authorization. This Agreement does not authorize or commit Sprint to any quantity or dollar amount of Designated Work. Contractor may not perform any Designated Work nor will Contractor receive compensation for Designated Work without a Schedule authorizing the Designated Work, signed by both Sprint and Contractor.

- 1.4 Right to Assign. Sprint retains the right to assign the type of work covered by this Agreement to other Contractors or to Sprint's employees in the same areas as assigned to the Contractor. Contractor must afford other Contractors reasonable opportunities for the performance of their Designated Work and cooperate and coordinate with all other Contractors.

1.5 Plans.

- 1.5.1 Sprint will furnish to Contractor copies of plans reasonably necessary for performance of the Designated Work. The plans will consist of any maps, drawings, specifications and written instruction describing and detailing the Designated Work and will constitute a part of this Agreement. Except as provided in Articles 1.5.2 and 1.5.3 of this Article, Contractor will perform the Designated Work in conformity with the plans and/or any additional written instructions or drawings furnished by Sprint.

- 1.5.2 Plans for Designated Work will be based on the best information available to Sprint at the time of its preparation. Sprint does not imply or expressly warrant the accuracy of such plans and will not be liable for damages resulting from variation between the plans and actual conditions revealed during the progress of the Designated Work.

- 1.5.3 Plans and work drawings may not reflect or accurately reflect aerial and underground power facilities, telephone facilities, pipelines and other public or private improvements located within or adjacent to the work area. This fact will not relieve Contractor of its responsibility to ascertain the existence, position and ownership of any such structures, which may be subject to damage by reason of its operations. Contractor will take every precaution to preserve and protect any such improvements and facilities from injury or damage. In the event of such damage or injury, Contractor will indemnify Sprint in accordance with Article 13 of this Agreement.
- 1.6 Changes. Authorized representatives of Sprint may change by modifying, deleting, or adding to the Designated Work previously authorized by Schedules or appropriate plans, drawings, specifications, or exhibits. All Designated Work under such changed Schedules will be executed under the conditions of this Agreement. Applicable forms in effect at the time of such changes will be utilized to authorize and reflect the changes. If Contractor believes the compensation should be modified as a result of a change made by Sprint or for any other reason, Contractor must give Sprint written notice of claim within 7 days after notice of Sprint's change. Contractor must include with its notice a detailed estimate of the effect on compensation and the Schedule. Contractor agrees to continue performance pending resolution of its claim. Contractor waives any claim not made by Contractor in accordance with this sub-article.
- 1.7 Oral Changes. Contractor will not comply with oral changes in the Designated Work received from Sprint unless Contractor deems that such changes will not affect the cost, time schedule or integrity of the Designated Work. If Contractor believes that any oral changes in the Designated Work may involve a change in the cost, time schedule or integrity of the Designated Work, Contractor must require that the change be given in writing and proceed under Article 1.6 of this Agreement.
- 1.8 Delays.
- 1.8.1 Completion Date. Completion of the Designated Work will be accomplished within the time frame established by Sprint.
- 1.8.2 Contractor will not be compensated by Sprint for time lost due to delays in completion of the Designated Work, unless such lost time is caused by Sprint's gross negligence. In the event of such compensable losses, Sprint will compensate Contractor for such actual losses in an amount to be determined by Sprint. Such a decision will be final and binding upon both parties.
- 1.8.3 Sprint will not be obligated to assign work to Contractor if, in the sole judgment of Sprint, Contractor is, for any reason, incapable of performing such work on a timely basis.

- 1.9 Failure or Refusals. If, in Sprint's sole discretion, the Contractor fails, refuses, or is incapable to supply sufficient suitable tools, equipment, materials or skilled workers to diligently and properly perform the Designated Work, Sprint, forty-eight (48) hours written or verbal notice, may take over all incomplete portions of the Designated Work, materials and appliances on the site, and complete or have completed the Designated Work. The Contractor will be liable for the cost of such completion and such cost will be deducted from any compensation due the Contractor from Sprint. Any such amount due Sprint from the Contractor will be immediately payable on completion of the Designated Work. Any compensation otherwise due the Contractor for the Designated Work over and above the cost for completion by or for Sprint will be paid to the Contractor by Sprint. The rights and remedies provided herein are not exclusive and are in addition to all other rights and remedies available to Sprint.
- 1.10 Inspections. Contractor's performance will represent its best efforts and be of the highest professional standards. Sprint may inspect Contractor's performance and Contractor will facilitate inspection. Sprint's inspection (or lack of inspection) will not be an acceptance of Designated Work, a waiver of any right or warranty, preclude Sprint from rejecting defective Designated Work or relieve Contractor of Contractor's obligations under this Agreement. Any work unacceptable to Sprint will be corrected immediately by Contractor at Contractor's sole cost and expense. Sprint's cost for subsequent tests or inspections of work subject to correction, will be billed to and paid for by Contractor.
- 1.11 The Contractor will designate, in writing, a "Contractor Supervisor" to Sprint's work center location (or such other location(s) as Sprint may designate), where the Contractor will be performing Designated Work under this Agreement. The Contractor Supervisor will serve as the single point of contact and will be available to take calls 7 days a week 24 hours a day for Sprint in all dealings with the Contractor Supervisor for the duration of this Agreement. The Contractor Supervisor will be the person generally responsible for managing all administrative duties associated with the Contractor's performance of this Agreement and the person directly responsible for ensuring that the Contractor satisfactorily performs the Services. Contractor will arrange to have telephones, cell phones, and pagers available to all of its Contractor Supervisors, for contact at any time 7 days a week 24 hours a day. Contractor will furnish telephone and pager number(s) to Sprint concurrently with execution of this Agreement and promptly in the event any such numbers change. Should Contractor Supervisor be unable to respond, another back up person will be available at all times at the same number(s) or back up number(s) provided in writing by Contractor.
- 1.12 At Sprint's discretion, Contractor will arrange to have mobile telephones, cell phones, and pagers available during working hours of its technical employees performing the Designated Work. Contractor will furnish telephone and pager numbers to Sprint concurrently with all assigned Schedules and promptly in the event any such numbers change. Should technical employee be unable to respond,

another back up person will be available during working hours at the same number(s) or back up number(s) provided in writing by Contractor.

2. COMMERCIAL TERMS

2.1 Compensation. Sprint and Contractor agree that the amount to be paid by Sprint to Contractor for the performance of Designated Work will be computed by applying the appropriate rates and costs as set forth in Exhibit B (Item Code/Job Descriptions and Prices), and any Schedules. Any subsequent changes in or additions to the items, rates, and charges to become effective must first be accepted in writing by Sprint and Contractor, and said changes in or additions to items, rates and changes, upon written acceptance by both parties, and will be an amendment to this Agreement. Sprint will not have any liability for any other expenses or costs incurred by Contractor unless expressly provided in Exhibit B (Item Codes, Job Description, & Pricing), or agreed to by Sprint in writing.

2.1.1 Compensation paid to the Contractor for the performance of the Services will be computed as follows:

- (a) For Unit Price Work – Apply Unit Prices specified in Exhibit B, to each item of work specified in the Schedule, or
- (b) For Hourly Work – Apply the appropriate Hourly Cost items specified in Exhibit B.

If Hourly Work is required, it will be determined solely by Sprint, prior to commencement of the Services.

2.2 Method of Payment.

2.2.1 Designated Work issued pursuant to this Agreement will be completed when Sprint has conducted a final review and/or test of the quality of the Designated Work performed, and the results of such inspections and/or testing have been approved by Sprint.

2.2.2 The Contractor will promptly furnish to Sprint detailed invoices for all work performed upon completion of any Schedule, or for portions of the work completed on any Schedule when requested to do so by Sprint. All invoices will be submitted on forms provided by Sprint, or in such other medium and format as may be prescribed by Sprint. It may be a requirement, that at all times during this Agreement, the Contractor will be required to provide and maintain at the Contractor's expense, computer hardware and software with the capability of inputting all labor and materials used in performing the Designated Work in a format prescribed by Sprint. The Contractor will furnish invoices on a daily, weekly, biweekly, or monthly basis as directed by Sprint. The detailed invoices will include a complete list and description of all work completed under this Agreement.

- 2.2.3 The Contractor will furnish invoices covering non-labor expenses. Sprint will pay the Contractor the total undisputed amount due no later than thirty (30) days from receipt of such detailed and correct invoices.
- 2.3 Taxes, Duties and Fees. Contractor is responsible for any local, state or federal sales, use or other excise taxes upon the fees to be paid by Sprint for the Designated Work rendered by Contractor. In the event the governing law does not permit Contractor to absorb any such tax, such tax will be separately stated on the invoice and will be paid by Sprint in addition to the fees or other compensation owed Contractor.
- 2.4 Right to Offset. Sprint, without waiver or limitation of any rights, may deduct from any amounts due Contractor in accordance with this Agreement, or any other Agreement between Contractor and Sprint, any amounts owed by Contractor to Sprint.
- 2.5 Price Revisions. The prices as set forth in Exhibit B7 are firm for the first two (2) years of this Agreement. The prices are subject to change at the beginning of the third and fourth years of the contract. The price adjustments will become effective on 4/1/2001 and 4/1/ 2002 and remain in effect for twelve months. The price adjustment for 4/1/2001 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2000, or 3%. The price adjustment for 4/1/2002 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2001, or 3%. Sprint will apply the following definition of CPI-U:

CPI-U Definition (as published by the U.S. Department of Labor, Bureau of Labor Statistics):

Consumer Price Index - All Urban Consumers
Series ID - CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. City Average
Item: All items
Base Period: 1982-84=100
Annual data

- 2.6 Discounts. All discounts apply over the entire duration of the Agreement. For negotiated Volume Discounts or Early Payment Discounts see Exhibit B-7a.

3. AFFILIATE TRANSACTIONS

This Agreement is entered into by Sprint on its own behalf and for the benefit of all Sprint Corporation affiliated entities ("Sprint Affiliates"). The term Sprint Affiliate includes: a) controlled Sprint Affiliates, meaning any entity in which Sprint Corporation or its wholly-owned affiliates has practical management control over the entity by virtue of majority stock ownership or any equivalent ownership interest, b) uncontrolled Sprint Affiliates, meaning any entity in which Sprint Corporation directly or indirectly holds an equity or similar interest, but the interest does not give practical management control, or any entity which has affiliation agreement with a controlled Sprint affiliate under which it operates a wireless network using a Sprint brand or c) remote Sprint Affiliates, meaning parent entities of joint ventures of which Sprint or Sprint Affiliates are a part, telecommunications entities which have an affiliation with those joint ventures, and business customers of Sprint or Sprint Affiliates.

Any controlled Sprint Affiliate may automatically execute Schedules under this Agreement. Upon approval by Sprint, Contractor will accept any uncontrolled Sprint Affiliate Schedules, and may not unreasonably reject that Schedule. Upon notice by Sprint, any remote Sprint affiliate Schedules will be subject to negotiation between the parties. Contractor will refer inquiries regarding Schedules from remote and uncontrolled Sprint Affiliates to Sprint.

All references to Sprint refer equally to Sprint Affiliates executing Schedules with terms in accordance with this Agreement. No commitment is made by Sprint or any Sprint Affiliate, nor any liabilities accepted, except that set forth in a properly signed Schedule. All communications and invoices must be directed to the Affiliate issuing the Schedule under the instructions issued in the Schedule. Designated Work performed on behalf of any Sprint Affiliate will be billed to or collected from only that Affiliate. Only Sprint Affiliate issuing a specific Schedule under this Agreement will incur any obligation or liability to Contractor for any claim that may arise from or relate to that Schedule.

4. TERM AND TERMINATION

- 4.1 Term. The term of this Agreement begins on the Effective Date and ends March 31, 2003. Term is for four years with pricing for the first two years remaining fixed and thereafter price will be adjusted on an annual basis as mutually agreed by the parties. At the expiration of the indicated term of this Agreement, the obligations and rights of both parties as provided in this Agreement will continue for any work not completed at the expiration date. The Contractor agrees to fully perform all work set forth in any Schedules delivered to the Contractor by Sprint prior to the

expiration date, even though such Designated Work may not be fully performed by the Contractor prior to the expiration date.

- 4.2 Termination by Sprint. This Agreement and any Schedules may be terminated, in whole or in part, with cause upon thirty (30) days written notice from Sprint without liability. "Cause" to be defined as including, but not limited to, such issues as quality, safety, schedule compliance, ethical violations, and negligence resulting in damages to facilities (not limited to Sprint facilities). Contractor will cease work on the termination date in Sprint's notice and take all reasonable actions to minimize expenses applicable to terminated work. Contractor will be compensated for Sprint approved Designated Work and project reimbursables actually provided to the date of termination.
- 4.3 Termination by Contractor. The Contractor may terminate this Agreement upon ninety (90) days prior written notice to Sprint, provided, however, the Contractor agrees to fully perform any and all Designated Work delivered to it on or before the termination date. In addition, the Contractor will take all steps necessary to transition the Designated Work to Sprint's own workforce or Sprint's approved Contractor.
- 4.4 Change in Ownership. This Agreement, including any Schedules, may be terminated at any time by Sprint without penalty if there is any change in control or ownership of Contractor. Contractor must give Sprint no less than thirty (30) days written notice of any change in control or ownership of Contractor.
- 4.5 Return of Property. Upon termination of this Agreement or any Schedules, Contractor must, within twenty (20) days, return all data, equipment, materials, and properties of Sprint.

5. INDEPENDENT CONTRACTOR

- 5.1 Employment Practices. Contractor must comply with all Federal, State, and Local laws, regulations and orders relating to Equal Employment Opportunity, Americans with Disabilities Act, Workers' Compensation, Unemployment Compensation and Federal Income Compensation Act (FICA). Upon request, Contractor will furnish Sprint with its EEO policies and procedures, verification of workers' compensation, unemployment compensation, FICA and the number of hours any individual performs Designated Work for Sprint within any 12 consecutive month period.
- 5.2 Contractor Personnel. Contractor, its subcontractors, employees or agents are independent Contractors for all purposes and at all times. Contractor has the responsibility for, and control over, the means and details of performing the Designated Work, subject to Sprint's inspection. Contractor will provide all training, hiring, supervision, hours of work, work policies and procedures, work rules, compensation, payment for expenses and discipline and termination of its employees. Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, Contractor's employees.

including, without limitations, contributions to any employee benefit, medical or savings plan and is responsible for all payroll taxes including, without limitation, the withholding and payment of all federal, state and local income taxes, FICA, unemployment taxes and all other payroll taxes. Contractor is also solely responsible for compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation coverages on Contractor's employees.

- 5.3 Upon request by Sprint's appropriate manager or its designee, the Contractor will promptly remove from the job any employee of the Contractor or its subcontractors. Such request will not be intended or construed by the Contractor as directing or suggesting that the Contractor terminate or discipline said employee. The employee's employment status with the Contractor is in all circumstances a matter solely between the employee and the Contractor. Sprint will only pay for work actually performed by the removed individual or sub-contractor prior to Sprint's notice for removal and not for transportation or per diem costs associated with replacing the individual.
- 5.4 Employment Indemnity. Contractor will indemnify and defend Sprint from all claims by any person, government or agency relating to payment of taxes and benefits, including without limitation, any penalties and interest that may be assessed against Sprint. Contractor will similarly indemnify and defend Sprint from all claims by any person or governmental agency which arise directly or indirectly from any failure by Contractor to comply with applicable Workers' Compensation laws with respect to maintenance of Workers' Compensation coverage on Contractor's employees, or any other provision of this Article.
- 5.5 Contractor will require its employees, agents, and subcontractors to comply with the terms and conditions of this Agreement.
- 5.6 Contractor, its subcontractors and employees have no authority to act on behalf of, or to bind Sprint, unless Sprint gives Contractor written notice.

6. Proprietary Information

- 6.1 Proprietary Information. Contractor acknowledges that while performing this Agreement it may have access to Sprint-owned trade secrets, including but not limited to products, planned products, service or planned service, Contractors, customers, prospective customers, data, financial information, computer software, processes, methods, knowledge, inventions, ideas, marketing promotions, discoveries, current or planned activities, research, development or other information relating to Sprint's business activities or operations or those of its customers or Contractors ("Proprietary Information").
- 6.2 Protection of Proprietary Information. This Agreement creates a confidential relationship between Sprint and Contractor. Contractor will keep Proprietary

Information confidential and, except as authorized by Sprint in writing, Contractor may only use Proprietary Information to perform the Designated Work as required under this Agreement, and may only make copies necessary for performing the Designated Work. Contractor will label all Proprietary Information as Proprietary to Sprint. Upon cessation of work, or upon Sprint's request, Contractor will return all documents and other materials in Contractor's control that contain or relate to Proprietary Information. Contractor specifically agrees not to use Sprint Confidential Information for its own benefit, or for the benefit of any of its other clients.

- 6.3 Non-Disclosure Agreements. Sprint may require signed Non-Disclosure Agreements from Contractor's employees, agents or subcontractors.
- 6.4 Proprietary Information Exclusions. Proprietary Information does not include information that Contractor can demonstrate by written documentation:
 - 6.4.1 is rightfully known to Contractor prior to negotiations leading to this Agreement;
 - 6.4.2 is independently developed by Contractor without any reliance on Proprietary Information; or
 - 6.4.3 is or later becomes part of the public domain or is lawfully obtained by Contractor from a third party.
- 6.5 Injunctive Relief. Contractor acknowledges that disclosure of Proprietary Information by Contractor will cause irreparable injury to Sprint, its customers and other suppliers, that is inadequately compensable in monetary damages. Accordingly, Sprint may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Article, in addition to any other remedies in law or equity.
- 6.6 Secrecy of Communications. An essential part of telephone service is privacy and the Contractor must never give any person reason to believe that conversations, or the nature of any message, will become known to anyone else through any fault of the Contractor or Sprint or its employees. The Contractor shall be responsible for its employees to be aware of the Secrecy of Communications as follows:
 - 6.6.1 Must not divulge to any unauthorized person, any knowledge regarding communications arrangements between Sprint and its customers.
 - 6.6.2 Must not give any person, except as required in the day-to-day performance of the duties under this Agreement, any information whatever regarding the location of equipment, trunks, circuits, cables, etc., or regarding the installation of any central office equipment, or any information regarding Sprint's plant.

- 6.6.3 Must not listen in on any telephone conversation except as required in the performance of the job. The Contractor or its agents or employees must not disclose to any unauthorized person any part of a conversation overheard.
- 6.6.4 Must not divulge to any unauthorized person the existence, substance, purpose, effect or meaning of any communication between any customers of Sprint.
- 6.6.5 Information gained regarding military installations, communications arrangements, filter center, etc., must not be discussed with anyone.
- 6.6.6 The above secrecy requirements apply to all modes of communication offered by Sprint.
- 6.6.7 If Contractor, its agents or employees receive any request with regard to a telephone conversation the matter should be referred to the Contractor Supervisor for further handling.
- 6.6.8 The Secrecy of Communications is protected by law. For violation of the Federal Communications Act the law imposes a fine of not more than \$10,000 or imprisonment for a term of not more than ten (10) years, or both.
- 6.6.9 The Contractor agrees to abide by all Federal and State laws and regulations regarding telephone conversations and transmissions. All Sprint records, plans and other data made available to Contractor shall be kept confidential, not be released to any third party and only used for the purposes of work performed for Sprint.

7. OWNERSHIP

- 7.1 Sprint-Owned. All equipment, materials, drawings, specifications, technical data or other information that Contractor _____ or indirectly from Sprint or from a third party on behalf of Sprint, or that is paid for, in whole or in part, by Sprint, or developed or prepared by Contractor and furnished to Sprint in the performance of the Designated Work is the property of Sprint ("Sprint-Owned").
- 7.2 Intellectual Property. Contractor must disclose and assign to Sprint, as Sprint-Owned, all intellectual property generated, conceived or developed under this Agreement, including but not limited to proprietary information, inventions conceived or reduced to practice as a result of this Agreement, and any resulting patents. Contractor will provide reasonable assistance to Sprint to secure intellectual property protection including but not limited to assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection of

protection or title. Contractor will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Contractor warrants to Sprint that Contractor's employees are subject to agreements that will secure Sprint's rights under this Article.

- 7.3 **Worldwide License.** Contractor grants to Sprint a fully paid-up, worldwide license to utilize any work previously owned by Contractor but delivered to Sprint under this Agreement in any manner and in all media now known or later conceived or created.
- 7.4 **Return of Property.** Contractor must mark all such property as Sprint-Owned, and must return all Sprint-Owned property to Sprint upon Sprint's request, or upon the termination or expiration of this Agreement, whichever is earlier. Contractor is responsible and must account for all Sprint-Owned property, and bears the risk of loss while the property is in Contractor's possession.
- 7.5 **Inspection and Records.** Sprint-Owned property may only be used in Contractor's performance of the Designated Work. Sprint may inspect any Agreements and associated records including invoices by which Contractor acquires Sprint-Owned property.
- 7.6 **Title to Equipment and Materials.** Sprint's pre-ordered equipment and materials required to perform all Designated Work will be consigned to Contractor ("Consigned Property"). Upon consignment, Contractor assumes responsibility for delivery, storage/warehousing, inventory reporting, installation, operation and risk of loss of the Consigned Property. Title to Consigned Property remains with Sprint. Title and risk of loss to all other equipment and materials incorporated into the completed Designated Work will pass to Sprint upon final acceptance. If the Contractor furnishes materials, or utilizes special equipment with prior approval of Sprint, the Contractor may invoice Sprint at cost plus a ten (10) percent handling charge. If Sprint does not give prior written approval, the cost incurred for said materials are the responsibility of the Contractor.
- 7.7 **Contractor's Tools.** Risk of loss for all Contractor's or subcontractors' tools and equipment or other personal property not incorporated into the completed Designated Work will remain with Contractor.

8. CONTRACTOR WARRANTIES

Contractor Warrants to Sprint as Follows:

- 8.1 Individuals assigned to provide Designated Work will have the expertise, skills, training and professional education to perform the Designated Work in a workmanlike and professional manner. Contractor, its employees, subcontractors, and agents will obtain and keep current, at Contractor's expense, all certificates and licenses (including professional licenses, if applicable) necessary for Contractor to perform the Designated Work.

- 8.1.1 In order to present a professional appearance to members of the public and Sprint's customers, Contractor will ensure that persons performing the work under the Agreement, will comply with standards of dress outlined in Sprint's practices, while working on projects for Sprint.
- 8.2 If Contractor is providing professional Designated Work, the Designated Work, findings and recommendations will meet or exceed generally accepted professional, engineering, or architectural principles.
- 8.3 Sprint will receive clear title to all deliverables or goods incidental to Designated Work performed as defined in the applicable Schedules.
- 8.4 Designated Work and deliverables will conform to the Schedule specifications for one (1) year after Sprint's acceptance of the Designated Work. Any materials and equipment that may be provided will be new. At Sprint's request and at no charge, Contractor will promptly correct defects or provide replacement Designated Work for any non-conforming Designated Work. If Contractor fails to correct defects or replace Designated Work within twenty (20) days after written notice, Sprint may do so and charge Contractor for the cost incurred.
- 8.5 The Designated Work and the deliverables provided by Contractor under this Agreement and Sprint's use of them will not infringe upon the rights of any third parties, and Contractor will indemnify and defend Sprint against any claims of infringement;
- 8.6 The prices stated for Designated Work are at least as favorable as those charged to any other of Contractor's customers for the same or similar Designated Work. Contractor agrees that any price reduction made in the Designated Work covered by this Agreement subsequent to its execution, but prior to payment, will be applicable to Sprint's payment;
- 8.7 Inspection, test acceptance, payment or use by Sprint of the Designated Work furnished do not affect Contractor's warranty obligations;
- 8.8 Contractor will keep Sprint's and other Right-of-Way Entities' (or facilities of others) premises and vicinity clean and free of debris caused by Designated Work and will leave the premises and vicinity ready for use;
- 8.9 All of Contractor's tools, equipment, and motor vehicles, will be fully insured, in satisfactory operating condition, fit for the uses intended and suitable for the safe and efficient performance of Designated Work. Sprint may make periodic inspections to determine compliance with this provision. Time lost because required tools or equipment are not available will not be billed to Sprint. Billing of such time by the Contractor is cause for cancellation of this Agreement without notice.
- 8.10 Contractor is aware of:

- 8.10.1 the nature of the Designated Work required;
- 8.10.2 the location and peculiarities of the jobsite;
- 8.10.3 the character, quality, and quantity of equipment and materials required to perform the work;
- 8.10.4 the type and magnitude of engineering, procurement, and labor required; and
- 8.10.5 all other matters affecting the performance of Designated Work.

Conditions that exist or that may hereafter exist as a result of error or omission on the part of Contractor to make the necessary examination and investigations, in this Article 8.10 will not relieve Contractor from its obligations under this Agreement, nor will be accepted as a basis for varying the requirements of Sprint or the compensation to Contractor.

- 8.11 Contractor warrants that Contractor's provision of Designated Work to Sprint, and any related deliverables provided to Sprint under this Agreement, will not be adversely affected by the occurrence or use of dates before, on, or after January 1, 2000 A.D., including dates and leap years between the twentieth and twenty-first centuries ("Millennial Dates"). Any deliverables (including any software, hardware or firmware product(s) delivered by Contractor to Sprint) will without error or omission, create, receive, store, process and output (collectively, "Compute") information related to Millennial Dates. This warranty includes, without limitation, that the deliverables will accurately, and without performance degradation, Compute Millennial Dates, date-dependent data, date-related interfaces, or other date-related functions (including, without limitation, calculating, comparing, and sequencing such functions). At Sprint's request, Contractor will provide written evidence sufficient to demonstrate adequate testing and conversion of the deliverable to meet the foregoing requirements. Contractor further warrants that Software used by Contractor to produce deliverables, reports or invoices under this Agreement will comply with the Y2K Warranty contained herein.
- 8.12 Contractor warrants that it will not use, in the performance of Designated Work under this Agreement or any Schedule, any software that refers to, or is based upon, a license from GNU Public License, the Free Software Foundation, or that is "copylefted."

9. SAFETY AND SECURITY

- 9.1 **Safety Standards Compliance.** Contractor will comply with all Occupational Safety & Health Act (OSHA) regulations and all other applicable federal, state and local rules and regulations that may apply to performance of the Designated Work. Contractor must notify Sprint by telephone (followed by written confirmation within 24 hours) of any product or material used in providing Designated Work which fail to comply with any applicable safety rules or standards

of any government agencies (including the Environmental Protection Agency) or which contains a defect which could present a substantial risk to the public health or of injury to the public or the environment, and will be solely responsible for notifying all "One Call" agencies as required.

9.2 Contractor Supervisor.

9.2.1 The Contractor will designate a responsible member of the Contractor's organization who will be present (working or supervising) at the Job site every shift, whose duty will be to monitor and ensure that the Contractor's safety program is being followed. This person must be a "competent person", as defined by OSHA, and well versed in the Contractor's safety program. This person is expected to take immediate remedial action in the event that there are unsafe conditions at the job site and/or the provisions of Article 9.1 of this Agreement are not followed. This person will be the Contractor's Supervisor unless otherwise designated by the Contractor in writing to Sprint.

9.2.2 The Contractor Supervisor or any subcontractor, or sub-subcontractor sustaining a fatality, or an accident involving the hospitalization or medical treatment of three (3) or more employees from a single occurrence on a Sprint job site must inform Sprint's appropriate manager within 24 hours of the occurrence.

9.2.3 If the Contractor or any subcontractor or sub-subcontractor fails to correct unsafe conditions or work which is not in accordance with the requirements of Article 9.1 or attachments to the Agreement, Sprint may direct the Contractor in writing to stop work after repeated warnings until the cause for such order has been eliminated or corrected. If an imminent danger condition exists, a verbal request to stop work will be given by Sprint, and work will be stopped until the condition is abated.

9.3 Investigations. Contractor must cooperate in any investigations conducted by Sprint.

9.4 Asbestos. Contractor will evaluate each site upon which Designated Work to be performed for potential asbestos containing material (ACM), to assure compliance with all applicable Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) asbestos statutes and regulations. The Contractor Supervisor will be responsible to determine if asbestos is present in the work area. In the event that any work to be performed hereunder may involve ACM, every reasonable effort to select alternate routes and methods so as not to disturb or cause any known ACM or suspect material to release fibers into the air. If alternate routes and methods of installation are not available, or if at any time there is a question concerning potential asbestos exposure, Sprint must be consulted.

9.5 Protective Measures and Notices.

- 9.5.1 Performance of the Designated Work may bring employees of the Contractor and/or its subcontractors in close proximity to the facilities of others with the resulting risk of injury or death to such employees and other persons or damage to such facilities. The Contractor will keep itself fully informed of the location of the facilities of others and assumes full responsibility for taking appropriate protective measures to avoid or minimize such risks.
- 9.5.2 At the Contractor's request Sprint will confirm to other persons or utilities that the Contractor is performing work for Sprint and request the cooperation of such persons or utilities to determine the existence, location and ownership of any facility that may be subject damages in the performance of the Designated Work. However, the Contractor will be solely responsible for taking proper protective measures to protect all persons from personal injury and to prevent damage to facilities encountered while performing the Designated Work. Sprint will not incur any liability by reason of such assistance or because of any failure of such other persons or utility to comply with such requests.
- 9.6 Weapons. Contractor is prohibited from carrying weapons or ammunition onto Sprint's premises or using or carrying weapons while performing Designated Work on Sprint's behalf or attending Sprint-sponsored activities. Contractor further agrees to comply with any postings or notices located at Sprint's or Right of Way Entities', or facilities of others, premises regarding safety, security or weapons.
- 9.7 Drug and Alcohol Testing. Contractor will comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690; 41 U.S.C.S. 701 et seq.), and all regulations, rules and orders promulgated thereunder. Contractor certifies, warrants, and represents to Sprint: (1) that Contractor will at all times maintain a drug and alcohol testing program to assure a drug and alcohol-free workplace; (2) that upon request of Sprint, Contractor will furnish copies of Contractor's policies and practices regarding drug and alcohol testing; and (3) that all persons assigned by Contractor to perform Designated Work under this Agreement will at all times be free of the influence of drugs and alcohol.
- 9.8 Employee Identification. Contractor's employees, subcontractors or agents are required to wear or carry items that will easily identify them as being associated with Contractor. Such items include but are not limited to Contractor's uniform, shirt, hat, identification badge or pin.
- 9.9 Motor Vehicle Identification. All vehicles used by the Contractor, its employees, subcontractors, and agents in performing work for Sprint under this Agreement, will be properly identified by the display of Contractor's decals and/or other markings on both sides of the vehicle. In order to preserve the image and public perception of Sprint, Sprint will require minimum standards of appearance and utility for vehicles used by the Contractor while working on projects for Sprint.

Such standards will include, without limitation, requirements the age, mileage and appearance of the vehicles, magnetic decals identifying the vehicle as a Contractor's vehicle, and restrictions on bumper stickers and other attachments that may reflect unfavorably on Sprint. Those standards which will result in expense to the Contractor will be phased in on a schedule agreeable to the Contractor and Sprint to minimize cost to the Contractor complying with such standards.

- 9.10 Safety and Security Indemnity. Contractor will be liable for any safety or security breach resulting from its failure to comply with Sprint safety or security requirements and the provisions of this Article, and will indemnify, defend and hold Sprint and the other entities referenced herein harmless for any loss or damage arising out of or relating to any safety or security breach.
- 9.11 Reporting Accidents or Claims. The Contractor will notify Sprint in writing of all accidents or claims arising out of or in connection with Designated Work performed under this Agreement within twenty-four (24) hours after occurrence. Such notice will not relieve the Contractor from liability under this Agreement, nor will such notice increase or modify Sprint's obligations to the Contractor.
- 9.12 Excavation/Trench Safety. The Contractor agrees that any excavation performed under this Agreement will conform to:
- 9.12.1 The Excavation/Trench Safety Standards of 29 C.F.R., 1926.650 Subpart P, will be in effect during the period of construction of any work performed hereunder.
- 9.12.2 The addition of more strenuous requirements are stated in Attachment 4 or any other agency having jurisdiction of the safety requirements of the job.
- 9.12.3 Contractor has included in its prices a separate item identifying the cost and specific method of compliance with the applicable trench safety standards.

Contractor expressly represents that all individuals provided by it under this Agreement have received comprehensive training required under the Occupational Safety and Health Act ("OSHA"), are knowledgeable of hazards encountered in the communications industry and how to deal with such hazards, and have been expressly instructed to comply with all OSHA standards in performing work under this Agreement. Contractor will provide any and all personal protective equipment ("PPE") and associated training to its employees that may be necessary to perform work under this Agreement. Contractor will maintain all records necessary to document training and compliance with OSHA for those individuals it provides under this Agreement. Contractor shall provide such documentation to Sprint upon request.

- 9.13 Compliance. Contractor warrants and agrees its employees, agents and subcontractors will abide by Sprint's security requirements at the designated premises where Designated Work is performed under this agreement. Any violation

of Sprint's policies will be referred to Sprint's Corporate Security Department or Human Resources Department.

- 9.14 Contractor will comply with the General Safety Requirements for Sprint Employees and Agents. (See Attachment No. 4.)

10. SUBCONTRACTING

Contractor may not sub-contract any portion of the Designated Work without Sprint's prior written consent to both the Designated Work to be subcontracted and the proposed subcontractor, and will remain fully liable for the work performed and for the acts or omissions of the subcontractor.

11. FEDERAL REQUIREMENTS

- 11.1 Federal Acquisition Requirements. If Sprint or the federal government determines that this Agreement supports specific requirements included in a Sprint Contract or subcontract with the federal government, Contractor will be subject to certain federal procurement regulations contained in Sprint's Contract or subcontract. Contractor will be subject only to federal procurement regulations that must be included in all subcontract as a matter of law.
- 11.2 Subcontracting Opportunities. Contractor will manage the Subcontractors (Large, Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses) to ensure that commitments to Sprint are met and high quality standards are achieved. Contractor must make an accounting of dollars that are subcontracted to firms that are Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses Small Businesses under Small Disadvantaged Businesses, or Women-Owned Businesses under Small Business Administration regulations. These dollars will be reported quarterly in writing to the following address:

Suppliers Diversity Department
Sprint
903 E. 104th Street
Kansas City, MO 64131

12. INSURANCE

- 12.1 During the term of this Agreement, Contractor will obtain and maintain, and will cause any subcontractors to obtain and maintain, with financially reputable insurers which are licensed to do business in all jurisdictions where any "Designated Work" is performed and which are reasonably acceptable to Sprint, not less than the following insurance:

- 12.1.1 Workers' Compensation as provided for under any Workers' Compensation or similar law in the jurisdiction where any "Designated Work" is performed, with an Employer's Liability limit of not less than \$1,000,000 per accident or disease.
- 12.1.2 Commercial General Liability, including coverage for Contractual liability and products/completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured. If any work is to be performed on a railroad right-of-way, such insurance shall contain an express provision, as evidenced on the below-referenced certificate of insurance, that the Contractual liability coverage contains no exclusion for any work performed on or near a railroad right-of-way.
- 12.1.3 Business Auto insurance covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured.
- 12.1.4 Umbrella/Excess Liability with limits of not less than \$2,000,000 combined single limit in excess of the above-referenced Employer's Liability, Commercial General Liability and Business Auto Liability.
- 12.1.5 "All Risk" "Builder's Risk" Property insurance coverage for not less than the full insurable value of the project covering not less than the full replacement cost of Contractor's and all subcontractor's if any, real or personal property at risk due to this Agreement during the course of this agreement.
- 12.2 Waiver of Subrogation. Contractor will look first to any insurance in its favor before making any claim against Sprint, its directors, officers, employees (including Contractor's or subcontractor's employees) or damage to any property arising from any cause, regardless of negligence, and does hereby release and waive to the fullest extent permitted by law, and shall cause its respective insurers to waive to the fullest extent permitted by law, all rights of recovery by subrogation or otherwise against Sprint, its directors, officers, employees, agents and/or representatives.
- 12.3 Certificate of Insurance. Contractor and all subcontractors, if any, will, as a material condition of this Agreement and prior to the commencement of any work and not less than fifteen (15) days prior to any renewal thereof, deliver to Sprint a certificate of insurance, satisfactory in form and content to Sprint, evidencing that the above insurance, including waiver of subrogation, is in force and will not be canceled or materially altered without first giving Sprint thirty (30) days prior written notice and that all coverage are primary to any insurance carried by Sprint,

its directors, officers, employees agents and/or representatives. Such notification to Sprint will be addressed to the appropriate Agreement Administrator.

- 12.4 No Limitation. Nothing contained in this Article limits Contractor's liability to Sprint, its directors, officers, employees, agents and/or representatives to the limits of insurance certified or carried.

13. LIABILITY AND INDEMNIFICATION:

- 13.1 Indemnity. Contractor agrees to release Sprint, irrevocably and forever, and will defend, pay all judgments, expenses, and costs (including attorney's fees) and generally indemnify, defend and hold Sprint harmless from all liability, suit, claim or proceeding ("claims") resulting from the performance or non-performance of this Agreement brought against Sprint by any person not a party to this Agreement, for any damage, loss or destruction of any kind, including, without limitation, loss to any property or for any personal injury, including, without limitation, death, defamation and invasion of privacy, to any person, including without limitation any personnel of Sprint or Contractor, if the loss, destruction, injury or death results or allegedly results, in whole or in part, from the act, negligence, error, omission or willful misconduct or breach of this Agreement by Contractor.
- 13.2 Fire Protection System. Contractor will not be liable for the design and installation of any portion of the existing fire protection system which is not designed or installed by Contractor; except to the extent that Contractor is shown to be at fault in causing a defect in the performance of the system. Further, Sprint will hold harmless from any claims arising out of a pre-existing condition in the design and installation of the fire protection system.
- 13.3 Halon Safety. Contractor acknowledges that the Services may include working on or near a halon fire suppression system. Contractor understands that there may be significant regulatory concerns and financial losses due to a discharge of halon, and Contractor agrees to indemnify and hold Sprint harmless from any loss Sprint may incur arising out of halon discharge caused by the acts or omissions of Contractor.
- 13.4 Notification. Sprint will notify Contractor in writing of any claims, and will provide information, assistance and authority for Contractor's handling and defense of the claim, all at Contractor's expense.
- 13.5 Sprint Defense. Notwithstanding Contractor's obligations to handle and defend all claims as set forth above, Sprint may, at Sprint's sole option, take whatever action it deems reasonable and appropriate in the handling, defense, or settlement of any claim, at Contractor's expense. However, Sprint will notify Contractor in writing of any proposed settlement of a claim. Contractor will be bound to indemnify Sprint for the proposed settlement amount, unless within 20 days of notice, Contractor

brings an arbitration action to determine whether or not the proposed settlement amount is reasonable. Sprint will not be precluded from settling any claim, but Contractor will only be required to indemnify Sprint for the amount held to be reasonable by the arbitration proceeding.

13.6 **Limitation of Liability.** Sprint will not be liable for special, indirect or consequential loss or damage. Sprint's entire liability will be limited to the amount due for the Services attributable to the claim, less amounts paid by Sprint.

14. **RIGHT OF AUDIT**

Audit and Inspection. Contractor will maintain all records pertaining to Designated Work, Contractor's performance, and costs performed for a period of at least 3 years after final payment. Sprint may audit, copy and inspect the records at reasonable times during the term of this Agreement and for the 3-year period.

15. **NOTICE**

Communications relating to this Agreement must be identified by the Agreement number located in the upper right corner of this Agreement and the number of the applicable Schedule, and communicated by certified mail, return receipt requested, verified facsimile or overnight mail with proof of delivery to the following addresses or as may be later designated by written notice of a party:

Sprint: See Attachment No. 3 for list of Contract Administrators
Contractor: Carl Anthony
Cornerstone of North Florida, Inc.
3936 Paul S. Buckman Highway
Zephyrhills, Florida 33540
Phone: (813)715-0808
Fax: (813)715-0910

16. **ARBITRATION**

16.1 **Scope and Procedure.** Any dispute arising out of or relating to this Agreement, including any issues relating to arbitrability or the scope of this arbitration clause, will be finally settled by arbitration in accordance by the American Arbitration Association applying the substantive law of Kansas without regard to any conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C.S 1, et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration will be held in the Kansas City, Missouri metropolitan area. The

arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party waives any damages in excess of compensatory damages.

- 16.2 Injunctive Relief. Notwithstanding the foregoing, Sprint may bring a claim for injunctive relief in any court of competent jurisdiction without first submitting the claim to arbitration.
- 16.3 Joinder. At the sole discretion of Sprint, other parties may be added to the arbitration if they assert any right to relief, jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. At the sole discretion of Sprint, other parties may be added to the arbitration if there is asserted against them jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. A party need not be interested in obtaining or defending against all the relief demanded. Awards may be given for one or more of the parties according to their respective rights to relief, and against one or more parties according to their respective liabilities. Contractor consents to joinder of other parties to any arbitration commenced by Contractor or by Sprint, and also to being joined in any other arbitration commenced by or against Sprint.
- 16.4 Continuing Performance. Contractor agrees to continue performance during the pendency of any dispute, unless performance is terminated by Sprint under Article 4.
- 16.5 Limitation of Claims. No claim may be brought by Contractor after Sprint has made final payment to Contractor. Claims made by Contractor may only be brought against Sprint Affiliate that issued the Work Order giving rise to the claim.

17. LIQUIDATED DAMAGE

- 17.1 Damage or Cut Cables and/or Facilities. Contractor will insure that in performing Designated Work under this Agreement that Contractor, its employees, agents, subcontractors and other persons under its control, take reasonable steps to prevent damage or cut Sprint's cables or damage its facilities. In the event a cable is cut by Contractor, its employees, agents, subcontractors and other persons under its control, Contractor agrees to pay the actual costs of restoration and repair, including the cost of materials and labor at fully loaded rates. Contractor agrees to pay an additional 10% of the cost of restoration as liquidated damages, which the parties agree is a reasonable estimate of administrative costs, including managerial time, and investigation of the cable cut or damage. Contractor will pay these amounts to Sprint upon receipt of invoice, or Sprint may set these amounts off amounts due and owing to Contractor by Sprint. A cable cut or damage to Sprint's facilities is also grounds for termination of this Agreement.
- 17.2 Construction Delays. Contractor acknowledges Sprint's critical need for Contractor to provide the Designated Work set for in this Agreement in accordance with the Schedules, and Contractor agrees and warrants to provide the Designated Work within the time schedule set out herein, and as set forth in the Exhibits. Contractor

is aware that if the Designated Work is not completed within the time schedule requirements agreed to by the parties, and upon the agreed completion dates, Sprint may incur costs and damages in an amount that is difficult to ascertain at the time of the signing of this Agreement. It is the intention therefore, of the parties to provide for liquidated damages that are reasonable and proportionate to the measure of loss to Sprint for delays in the performance and completion of the Designated Work not due to Force Majeure events (excused delays) as provided in Article 18.17 of this Agreement. The parties therefore agree that Contractor will pay to Sprint as liquidated damages and not as a penalty, as follows:

Due to Contractor's failure to perform services by the completion time schedules set forth in the Schedules and Exhibits of this Agreement, the amount of \$100 per day, as liquidated damages will be paid to Sprint by the Contractor. Contractor shall not be responsible for nor deemed to be in default because of delays in performance of this Agreement solely due to the acts or omissions of Sprint. The completion date shall be extended one day for each day that Sprint's delay directly causes Contractor to be unable to perform its obligations hereunder.

Completion delays for Buried Service Wire are not subject to liquidated damages.

In addition to all other remedies stated herein, including liquidated damages, failure to meet any time schedules for a period of thirty (30) days will entitle Sprint to terminate this Agreement.

18. GENERAL

- 18.1 **Communication.** Contractor must not refer to Sprint at any time as a public utility.
- 18.2 **Contractor Performance.** The Contractor will begin and execute the Designated Work with promptness and diligence to meet the completion date required by Sprint. Notwithstanding the above, Sprint may direct times and the order of precedence or priority in which any portions of the Designated Work will be performed. Sprint is not obligated to pay for Designated Work performed or deliverables or goods delivered which do not conform to the Schedules.
- 18.3 **Material/Mechanic's Lien.** Contractor will promptly pay for all Designated Work, materials, equipment and labor used under this Agreement; will hold Sprint harmless from all losses, expenses, and liabilities connected with Contractor's failure to promptly pay for Designated Work, materials equipment or labor; and will keep Sprint's or Right of Way Entities' premises free of claims or liens.
- 18.3.1 In the event there are any outstanding bills against the Contractor for labor, materials or any other expenditures related to the performance of the Designated Work, Sprint may pay said outstanding bills and deduct the amount of same from the amounts shown in the invoice or withheld

payment of any amount equal to the sum of said bills until the same are paid by the Contractor.

- 18.3.2 Sprint may, before making any payment to the Contractor require the Contractor to furnish satisfactory proof of full payment by the Contractor without limitation for all labor, materials, supplies, machinery, and equipment furnished for or used in the performance of the Designated Work. Sprint may require the Contractor to furnish satisfactory waivers of lien supported by affidavits, establishing that all liens and rights to claim liens that could arise out of the performance of the Designated Work have been waived. Whether or not such proofs of payment or waivers have been furnished, the Contractor shall indemnify Sprint from any liens, liabilities, actions, costs and expenses associated in any way the Contractor's or any subcontractors or materialpersons's failures to pay for any labor, materials, supplies, machinery or equipment used in or furnished in the performance of the Designated Work.
- 18.4 **Ethics Code/Gratuities.** It is the written policy of Sprint to decline acceptance of gratuities offered by vendors of products or Designated Work. During the term of this Agreement and any extension hereof, Contractor will not offer and will not give a gratuity of any sort to employees of Sprint. Contractor will report the solicitation of a gratuity of any sort by a Sprint employee to an officer of Sprint. Failure to comply with this provision may result in termination of this Agreement or in such other action, as Sprint deems appropriate, regardless of whether Contractor initiated the offer or an employee solicited it. Contractor agrees to comply with Sprint's Code of Ethics, where applicable, a copy of which is attached to this Agreement and is incorporated in this Agreement. Contractor will also comply with additional policies and procedures governing conduct on Sprint's premises that may be provided to Contractor from time to time.
- 18.5 **Assignment.** Contractor may not assign this Agreement wholly or in part, voluntarily or by operation of law, or otherwise, without Sprint's written consent. Any assignment of this Agreement in violation of the foregoing will be void, at the option of Sprint. Sprint may assign this Agreement to any Sprint Affiliated entity without the consent of Contractor. Otherwise, the parties agree that this Agreement is personal in nature and neither party may assign this Agreement or any of its rights or delegate its obligation without prior written consent of the other party.
- 18.6 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Kansas without regard to any conflict of law provision.
- 18.7 **Laws and Regulations.** Contractor will comply with all local, municipal, state, federal and governmental laws, orders, codes and regulations in the performance of this Agreement and any Schedules.
- 18.8 **Permits and Licenses.** The Contractor will secure if required, and pay for all authorizations, permits and licenses required by any governmental authority or

private property owner with respect to the Designated Work. The Contractor will give all notices, pay all fees and comply with all environmental and governmental requirements relating to the Designated Work, except as hereinafter provided. Sprint will, without delaying performance of the Designated Work, provide all permits for occupying or utilizing underwater rights-of-way, provide all necessary permits for excavating streets, highways, railroad rights-of-way, public utility easements, or private property. The Contractor will indemnify and save harmless Sprint from liability on account of the Contractor's failure to secure or comply with such authorizations, permits, licenses, or easements.

- 18.9 Waiver. The waiver of a breach of any term or this Agreement will not constitute the waiver of any other breach of the same or any other term.
- 18.10 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect, to be construed as if the unenforceable provisions were originally deleted.
- 18.11 Survival. Numbered provisions 5.4, 7.0, 8.0, 9.8, 10, 13, 14, 16, 17, 18.6, 18.11, 18.20 will survive the termination or expiration of this Agreement, in addition to any other provisions that by their content are intended to survive the performance, termination or cancellation of this Agreement.
- 18.12 Publicity. Contractor will not, without Sprint's prior written consent:
- 18.12.1 make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or
- 18.12.2 in any manner advertise or publish the fact of this Agreement.
- 18.13 Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
- 18.14 Headings. The headings in this Agreement are for the convenience of the parties, and will have no legal effect in the interpretation of this Agreement.
- 18.15 Covenant Not to Compete. Contractor agrees that during the period this Agreement is in effect and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit or provide a service and/or products similar to the Designated Work to Sprint's customers for whom the Designated Work is being performed, and at the site(s) served by this Agreement.
- 18.16 Attorneys' Fees. In the event either party to this Agreement is required to take action to enforce any of the terms of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs for any appeals thereof, as well as any collection costs incurred.

- 18.17 Force Majeure. Neither party will be liable to the other for any delay, failure to perform, accept and pay for all or any part of the Designated Work tendered for delivery by Supplier due to governmental action, statute, ordinance or regulation, fire, acts of God, that makes performance, acceptance and payment impossible or impractical. The parties agree that the occurrence of the Year 2000 is NOT an event of force majeure under this Agreement.
- 18.18 Disaster Recovery Plans. Contractor will provide Sprint with a copy of its Disaster Recovery Plans for Sprint's review and approval. Contractor will comply with its Disaster Recovery Plans as approved by Sprint.
- 18.19 Restoration of Streets and Highways. The Contractor will, at its expense, properly backfill all excavations made in performing the Designated Work. The Contractor will fully restore all streets and highways, including sidewalks, and driveways public or private, that are disturbed in making excavations, to the satisfaction of such governmental authority or private owner, unless otherwise ordered by the appropriate governmental authority or private party. Should the Contractor fail to properly make such restoration, the Contractor will reimburse the governmental authority or private owner for any expense incurred as a result of such failure. The Contractor will indemnify and save harmless Sprint from any expense incurred by the reason of the Contractor's failure to comply with this Article.
- 18.20 Bid/Performance/Payment Bonds.
- 18.20.1 Contractor will furnish in duplicate, when requested, a Bid Bond in the amount of five (5) percent of the Agreement sum, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Bid Bond is A.I.A. Document A-310 latest edition.
- 18.20.2 Contractor will furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, in the amount of \$ 500,000, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Performance Bond and Labor and Material Bond is A.I.A. Document A-311, latest edition.

19. ENTIRE AGREEMENT

This Agreement, together with the Exhibits and Schedules, constitutes the entire Agreement between Sprint and Contractor with respect to the subject matter contained herein and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral prior to the Effective Date. This Agreement may not be amended or modified except by written document signed by both parties. In the event of an inconsistency between the terms of this Agreement and a Schedule, the Schedule will control.

SIGNED:
SPRINT/UNITED MANAGEMENT COMPANY

~~1920~~
CORNERSTONE OF North Florida, Inc.
~~CORNERSTONE BUSINESS, L.C.~~

By: Brian J. Watson
(signature)

J
4/15/99

By: Mary Jane Hubbard
(signature)

Brian J. Watson
(print name)

Mary Jane Hubbard
(print name)

Director - Strategic Sourcing
(title)

President
(title)

4/15/99
(date)

April 12, 1999
(date)

EXHIBIT A

SCOPE OF DESIGNATED WORK

Outside Plant Functions

Aerial Services
Buried Services
Buried Service Wire Services
Cable Splicing Services
Hourly Services
Equipment

**Sourcing Areas For
Florida**

Tallahasee North and South
Ft. Walton

FOR FUNCTIONS AWARDED BY A SPECIFIC LOCATION PLEASE REFER TO EXHIBIT B-7.

EXHIBIT A-1
INSTRUCTIONS TO BIDDERS
FOR
OUTSIDE PLANT CONSTRUCTION

1. Before submitting a bid, each Bidder must be familiar with Federal, State and Local laws, ordinances, rules and regulations affecting performance of the work.
2. Contractor must familiarize itself with and comply with the Trench Safety Act. The Act requires that trenching at a depth of more than five (5) feet be performed in accordance with OSHA requirements. The Act also requires that cost of compliance with trench safety standards and the specific method of compliance be identified in the bid sheets. Cost of compliance shall be stated in terms of linear feet; shoring will be stated in terms of square feet of shoring.
3. The state mandated "Manual on Traffic Control and Safe Practices" shall be used as the guide for work area protection.

Note: For additional safety precautions, all Sprint safety practices will be observed at all times.

4. Fire hydrants shall, at all times, be readily accessible and be clear of all stockpiled and excavated earth, and be free from the hazard of exposed excavation.
5. No road, street or alley shall be closed to the public until the Contractor has secured permission from the proper governmental authorities. The governmental authorities shall also be notified promptly upon the re-opening of any previously closed road, street or alley.
6. The Contractor is cautioned to be completely familiar with the City, County and Department of Transportation road crossing permit requirements and the specifications for the replacement of driveways, sidewalks, the restoration of street surfaces disturbed, and the maintenance of the flow line of all drainage ditches, culverts and swales.
7. All pavement removed shall be replaced in kind and in full conformity with the corresponding specifications of the City, County and/or State. New material shall be used and the finished repair shall be satisfactory to Sprint Inspector/Supervisor and appropriate governmental agency.
8. The Contractor shall be responsible for the replacement of surfaces and, at his expense, shall repair any damage attributed to it which may occur within twenty-four (24) months after completion of a project. If, within ten (10) days after being notified of such needed repairs, the Contractor has not complied with the request, Sprint shall have the repairs made by other parties and bill the Contractor for such repairs.

9. Seeding grass and mulching operations, when required, are to begin after an installation of cable. All requirements regarding grassing and mulching will be in accordance with D.O.T. specifications. Any yards or parts of the right-of-way in front of private property which have a grass mat will be resodded with like sod, or otherwise to the Inspector's/Supervisor's and property owner's satisfaction.
10. Where resodding is required, the State or Federal Department of Agriculture pest control requirements regarding imported fire ants must be satisfied. When required, the Contractor must furnish written certification that the sod used is obtained from an area outside the zone of quarantine of the imported fire ant or that the sod is free of the imported fire ant.
11. Any surface, sod, or paving that has to be removed and restored because of damage by the Contractor in excess of that required by job specifications shall be removed and restored at the Contractor's expense.
12. Backfilling for all buried cable excavations will include compaction in twelve (12) inch lifts and shall meet with the satisfaction of governmental agencies or property owners. When required, density tests will be taken by an independent laboratory and paid for by the Contractor. Reimbursement will be made when a copy of the paid laboratory invoice is submitted with the Contractor's invoice.
13. The location of foreign utilities shown on work prints are provided from available information. Sprint does not guarantee completeness of information or location. The Contractor is cautioned to locate all foreign utilities prior to starting a project and have secured locate request ID from the One Call Center.
14. As specified in Section 1926.651 of the OSHA Regulations, other utilities shall be notified of proposed work prior to starting excavation on a work activity.
15. When working with or adjacent to existing Sprint property, Contractor shall be responsible for locating all existing Sprint facilities. Facility locations shall be performed using inductive and conductive instruments. Extreme caution shall be exercised to protect existing conduit and/or cables. The Contractor shall be held liable for any and all damage to existing conduit and/or cables resulting from performance of the designated work by the Contractor and shall reimburse Sprint in full for liquidated damage, the repair and/or replacement of such conduit and/or cables damaged during, or in connection with, the work as described herein and as shown on the work drawings.

Note: For the purposes of this contract, a cable cut will be defined as:

- (a) Severed copper conductor or fiber strand,
- (b) Damage to cable sheath resulting in service interruption, (wet cable).

16. Contractor shall provide computers that are capable of interfacing with Sprint's mobile automated record system. This record system will be used by Contractor to assist in facility locates. Contractor shall promptly notify Sprint, in writing, of any discrepancies or omissions in the charts, records or other information provided to it by Sprint to the extent that such discrepancies can be determined by Contractor. Contractor shall also notify Sprint, in writing, of any plant irregularities it discovers while performing its duties under this Agreement.
17. The Contractor must execute a Sprint "General Agreement" prior to beginning work.
18. Sprint reserves the right to request the name of subcontractors which the successful Bidder may employ. If at any time during the life of the Contract, Sprint has reasonable objection to any proposed subcontractor, other person or organization, it may require the successful Bidder to submit an acceptable substitute.
19. The Contractor shall not be required to employ any subcontractor, other person or organization to whom it has objection.
20. The Contractor shall ensure its employees adhere to the established requirements for appearance and conduct.
 - a. Personal hygiene should be maintained in a manner conducive to local social and work place standards.
 - b. Footwear, equipped with steel toe protection that meets ANSI and standard Z41PT91 must be worn.
 - c. Clothing is to be designed to safely enhance the individual's job functions.
 - d. Lewd or suggestive pictures or writings upon clothing or vehicle is unacceptable.
 - e. Sexual or socially unacceptable language or gestures will not be tolerated.
21. Sprint reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Sprint's satisfaction.

The Contractor, by signing below, acknowledges its understanding of these requirements.

Date _____

Firm _____

(Corporation, Partnership or Proprietorship)

By _____

(Officer)

(Title)

EXHIBIT B-5

CONTRACTORS' HOURLY RATE
CLASSIFICATIONS AND DESCRIPTIONS

SUPERVISOR BY REQUEST

Supervise and perform construction of aerial, buried or underground facilities. Includes material handling and reporting, billing process, knowledge of company practices and procedures and understanding of construction drawings. Further includes all safety equipment, overtime, tools, and vehicles as required. This unit is to be utilized only at the written request of the Company. No compensation will be paid for overtime.

Unit of measure: hour

619500 Supervisor (Regular Time)

EQUIPMENT OPERATOR

Must be qualified to operate all types of trenchers, backhoes, cable plows, bulldozers, rodger trucks and underground cable retriever etc. Must have valid CDL license. Includes all safety equipment and tools as required.

Unit of measure: hour

619502 Equipment Operator (Regular Time)

619503 Equipment Operator (Over Time)

LABORER/FLAGGER

Performs basic construction tasks and traffic control. Personal safety equipment, as required, are included in this unit.

Unit of measure: hour

619504 Laborer/Flagger - (Regular Time)

619505 Laborer/Flagger - (Over Time)

REHAB CABLE SPLICER

The rate for a Rehab Cable Splicer is based upon a minimum of three years of experience in all phases of cable splicing. Less than three years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases of splicing. Primary responsibilities will be rehabbing existing splices.

Unit of measure: hour

619506 Rehab Cable Splicer (Regular Time)

619507 Rehab Cable Splicer (Over Time)

CABLE SPLICER-COPPER

The rate for a Cable Splicer-Copper is based upon a minimum of five years of experience in all phases of cable splicing. Less than five years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and experience in the various phases of splicing. For a minimum of one year of such splicing experience the splicer must have performed cable maintenance work and be experienced in the use of the Biddle major megger, Dynatel, or equivalent, test sets. The splicer must also be qualified to install pressure blocks, locate and repair air pressure leaks in pressurized cables.

Unit of measure: hour

- 619508 Cable Splicer-Copper (Regular Time)
- 619509 Cable Splicer-Copper (Over Time)

CABLE SPLICER-FIBER

The rate for a Cable Splicer-Fiber is based upon a good working knowledge of all mechanical functions associated with fusion splicing optical fiber; all types of equipment used to fusion splice and test optical fiber; and all components used to complete a splice closure. The splicer must be able to perform required duties without direct supervision, but within specific guidelines and instructions acceptable to Sprint's field practices and procedures. **Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.**

Unit of measure: hour

- 619522 Cable Splicer-Fiber (Regular Time)
- 619523 Cable Splicer-Fiber (Over Time)

APPRENTICE SPLICER

The rate for an Apprentice Splicer is based upon required attendance in a cable splicing class for a minimum of forty (40) hours and then having worked full time for a minimum of three weeks assisting a Journeyman Cable Splicer in the performance of various phases of cable splicing. During the three week period working with and assisting a Journeyman Cable Splicer, the Apprentice Splicer must also have received additional classroom training for a minimum of six hours, per week, or be able to satisfy the Company of required knowledge or experience.

Unit of measure: hour

Note 1: Only one Apprentice Splicer may be charged for at hourly rates per Journeyman Splicer.

Note 2: The Journeyman Cable Splicer must be at the work site when an Apprentice Splicer is performing splicing work at hourly rates.

619510 Apprentice Cable Splicer (Regular Time)

619511 Apprentice Cable Splicer (Over Time)

CABLE LOCATOR

Capable of operating Electronic Cable Locating Equipment, Ground Fault Locator and a working knowledge of Spring practices and procedures for locating buried cables. Cable Locator to be Sprint approved, i.e. Dynatel I573A, Metro-Tech 810 or 850; may require Sheath Fault Locator Option (local requirements may necessitate the Contractor to provide more than one type and model of locator equipment. This position includes a 4-Wheel Drive vehicle and cable locating equipment. **Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.**

Unit of measure: hour

Note: This item to be used primarily by Sprint Long Distance Division.

619524 Cable Locator (Regular Time)

619525 Cable Locator (Over Time)

FACILITIES TECHNICIAN

Minimum of 48 months experience in reading and interpreting outside plant work drawings, preparing line and station transfer sheets, cable transfer sheets and associated service center records.

Unit of measure: hour

- 619512 Facilities Technician (Regular Time)
- 619513 Facilities Technician (Over Time)

SERVICE TECHNICIAN

The rate for a Service Technician is based upon a minimum of three (3) years experience in all phases of installation and repair. Less than three years of experience, the service technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases in the provision and maintenance of single/multi line customer service; provides installation and maintenance of subscriber premises equipment.

Unit of measure: hour

- 619514 Service Technician (Regular Time)
- 619515 Service Technician (Over Time)

MAINTENANCE/SERVICE TECHNICIAN

The rate for a Maintenance/Service Technician is based upon a minimum of three years experience in all phases of basic installation and repair and cable repair operations. The Maintenance/Service Technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of, and expertise in use of the various repair test sets required in the repair of outside plant facilities. Provides installation and maintenance of subscriber premises equipment and clearing of troubles in outside plant facilities.

Unit of measure: hour

- 619516 Maintenance/Service Technician (Regular Time)
- 619517 Maintenance/Service Technician (Over Time)

LINE TECHNICIAN

This rate applies for a Line Technician who is qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619518 Line Technician (Regular Time)

619519 Line Technician (Over Time)

3-MAN LINE CREW

This rate applies for a 3-Man Line Crew equipped with associated hand tools and qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619526 3-Man Line Crew (Regular Time)

619527 3-Man Line Crew (Over Time)

ONE TECHNICIAN, ONE TRUCK AND BACKHOE

These rates are to apply and subject to the following:

- The backhoe operator will be a qualified cable splicer or be able to make repairs as required on buried PIC cables.
- When a second Technician is required with the backhoe, they shall be paid at the applicable rate.
- The hourly rate prices will be paid for actual time worked including the time spent traveling from one job site to another job site within the same Field Team. It does not include travel time from one Field Team to another Field Team.
- The daily rate will apply for normal workday, eight hours, when the backhoe is in use or available for use and the backhoe crew is working or available to work. Anytime worked in excess of a normal workday, 8 hours will be paid for on the hourly rate basis.

Unit of measure: hour

619520 Technician/Truck/Backhoe (Regular Time)
619521 Technician/Truck/Backhoe (Over Time)

TRUCK DRIVER

Unit of measure: hour

619528 Truck Driver (Regular Time)
619529 Truck Driver (Over Time)

SECURITY GUARD

Unit of measure: hour

619530 Security Guard (Regular Time)

619531 Security Guard (Over Time)

PER DIEM

This is a flat rate per person/per day for travel expenses associated with performing work away from normal work reporting location.

Unit of measure: day

Note: This item to be used primarily by Sprint Long Distance Division.

619532 Per Diem

INSPECTION

The Contractor will insure 100% inspection of all work performed meets Company standards and specifications. Completion of appropriate documentation is required.

SUPERVISION

The Contractor will furnish, on a non-billable basis, experienced supervisors/working leaders with vehicles in sufficient number for adequate supervision of the Designated Work. The supervisor will be the single point of contact between the Company and Contractor.

ACCEPTANCE TESTING

Contractor will furnish, on a non-billable basis, all labor, cartage, tools, equipment, appliances and motor vehicles required to fully perform cable acceptance tests as outlined in the Company's Practices. The results of these tests will be recorded and forwarded to Company Supervisor.

Test equipment used to perform acceptance tests must be equivalent to that used by the Company cable acceptance splicers. In the event there is a dispute as to what type of equipment is needed, the decision of the Company will be final.

Contractor will be responsible for turning over to the Company, as good pairs, 100% of all cable spliced by Contractor. Contractor is to use, when applicable, the interstitial (spare) pairs provided by the manufacturer in pulp or paper insulated cable to make good any factory defects necessary to provide the required number of good pairs. If, after having splicing work turned over to it by the Contractor as being completed, the Company performs cable acceptance tests on such cable and finds that trouble exists, the Company may, at its option, deduct from any remaining monies due the Contractor an amount sufficient to pay the cost to the Company of subsequent trips to the job site and for subsequent retesting the cable after repairs have been made by the Contractor. The Contractor must correct, at its expense, any errors for work performed on "Units" or "Hourly Rates" found prior to acceptance of the work by the Company. Contractor will be billed for any time and material needed to correct such errors. (See Article 9 of the General Agreement). Failure to perform required tests, or falsification of test documents is cause for cancellation of the agreement without notice.

"SHOW UP" TIME

The Contractor may invoice the Company for a maximum of two (2) hours "Show Up" time for those of its employees who were previously assigned hourly rate work and report to work at the normal time but are not able to work because of inclement weather. This provision is not applicable when such employees are scheduled to perform bid work on an individual work activity or on Unit Prices on a Master Contract. This is used companies discretion only.

HOURLY RATES

Hourly rates for "Unit Work" splicers are applicable to the following (with prior Company approval:

- (a) On emergency repair work.
- (b) On some specific work operations which are defined in Exhibit B through E.
- (c) All work operations for which Unit Prices have not been established.

OVERTIME PAY

All overtime work performed under the Agreement shall be performed under the following terms and conditions:

- (a) All overtime must be approved by the Company in advance.
- (b) Overtime is not applicable to equipment rates. Equipment shall be billed at straight time rates only.
- (c) Overtime rates apply to all hours worked over forty (40) hours a week.

Overtime rates for "Unit Work" splicers (Subcontractors working under the General Agreement) are applicable as follows:

- (1) When a "Unit Work" splicer performs only hourly rate work for a week such as cable throws, cable repair, etc., the hourly overtime rate will apply the same as is specified above in (a), (b) and (c) for "Hourly Rate" splicers.
- (2) When a "Unit Work" splicer performs a combination of Units and Hourly Rate work in a calendar week and performs more than forty (40) hours of hourly rate work during the week at the Company's request, the Contractor may bill the company for such hourly rate overtime worked. Time worked on Units by a "unit Work" splicer is not to be included with hourly rate time worked when computing overtime payment. For example: If a "Unit Work" splicer works 40 hours in a week on Unit work and then works (48) hours of hourly work in the same week at the Company's request, the Contractor may bill the Company for the Unit work performed plus forty (40) hours of hourly work at the regular rate and eight (8) hours at the overtime rate.

HOLIDAYS

Time worked at the request of the Company will be paid at the overtime rate for the days which the Company observes the holidays:

- (a) Contract personnel will not be paid by the Company for holidays on which the Contract employee does not work for the Company.
- (b) Contract employees who request to work on a holiday and who are permitted by the Company to work on a holiday, provided that there is available work and where adequate supervision is available, will be paid at the regular time rate. In such instances, a notation must be placed on the Contractor's work report to explain why the Contractor worked on the holiday and that the regular time pay is applicable for the time worked.

EXHIBIT B-6 - - CONTRACTORS' HOURLY EQUIPMENT RATE

EXHIBIT B-6

CONTRACTORS' HOURLY EQUIPMENT RATE

CLASSIFICATIONS AND DESCRIPTIONS

Trucks assigned to a work crew for transportation of Technicians and tools will be paid for on the basis of the number of hours the crew works. Compensation for all other trucks and equipment used by the work crew will be paid for on the basis of the number of hours the truck or equipment is actually in use, except that a minimum of two (2) hours per workday will be paid for trucks and equipment needed at the job site during the day. Hourly rate prices for trucks and equipment will include all operating costs.

ELECTRONIC DISPATCH

Electronic dispatch or task loading is a process used by Sprint to assign work to service technicians, maintenance cable splicers, central office technicians, and other technicians associated with customer service installation and repair activities. Contract services suppliers providing these types of services are required to furnish the necessary hardware, software, and employee training for receiving electronic dispatches.

SPLICER'S TRUCK E/W TOOLS

The rate for a Splicer's Truck equipped with Tools is based upon the Contract Splicer having on the truck, standard day-to-day tools needed in splicing lead sheathed, stalpeth and PIC cables at aerial, buried and manhole locations. In addition to hand tools and torches, this includes carrying, or the ready availability of, a manhole shield, platform, tent, pumps (mud hog and/or centrifugal, as applicable), blower, generator. If the Splicer does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments without losing any appreciable time in securing them when needed.

Unit of measure: hour

619600 Splicer's Truck E/W Tools

Note: The Company reserves the right to delay the employment of a Contract Splicer by the Contractor on Company property if, in the judgment of the Company's Manager, or delegate, such Contract Splicer does not have sufficient tools to perform the quality and quantity of work for which the company would pay the Contractor. The Hourly Rate includes all operating costs of the truck and any required equipment as stated above.

MAINTENANCE/SERVICE TECHNICIANS TRUCK E/W TOOLS

The rate for a Maintenance/Service Technician's Truck equipped with tools is based upon the Technician having on the truck the same compliments of tools as for the I&R Technician and Cable Splicer. In the event of a dispute as to what type of equipment is needed, the decision of the Company Manager will be final. This may include equipment necessary for the installation and maintenance of air pressure monitoring systems, and the location and repair of air pressure leaks.

Unit of measure: hour

619601 Maintenance/Service Technician Truck E/W Tools

APRENTICE SPLICER TRUCK

The rate for a Apprentice Splicer Truck is based upon a pickup or van equipped with basic splicing tools and equipment.

Unit of measure: hour

619602 Apprentice Splicer Truck

SERVICE TECHNICIAN'S TRUCK

The rate for a Service Technician's truck is based upon the Service Technician having on the truck a full complement of the standard day-to-day tools needed to perform service work.

Unit of measure: hour

619603 Service Technician Vehicle

FACILITIES TECHNICIAN VEHICLE

The rate for a Facilities Technician vehicle is based on a vehicle used primarily for transportation when it is necessary to perform field investigation in connection with making up throw sheets, pair assignments, etc.

Unit of measure: hour, unless indicated otherwise

- 619604 Facilities Technician Vehicle
- 619605 Pickup Truck (1/2 ton)
- 619647 Pickup Truck (3/4 ton)
- 619606 Truck (Flat bed)
- 619607 2 Ton Truck and Over
- 619608 Line Truck Without Auger
- 619609 Line Truck Equipped with Revolving Boom and Auger
- 619610 Semi-Tractor and Trailer (Low Boy)
- 619611 Cable Trailer (All types)
- 619612 Equipment Trailer (Flat Bed)
- 619613 Pole Trailer (All Sizes)
- 619614 Front End Loader
- 619648 Backhoe (Wheeled)
- 619649 Backhoe (JD-70 or equivalent)
- 619650 Backhoe (JD-490 or equivalent)
- 619651 Backhoe (JD-690 or equivalent)
- 619616 Bulldozer with Static Plow (Any Size)
- 619652 Track Dozer (Small)
- 619617 Trencher or Cable Plow - 1 to 40 Horsepower

- 619618 Trencher or Cable Plow Over 40 Horsepower
- 619619 Air Compressor (With 1 or 2 Hammers) and Asphalt Cutting Blade
- 619620 Vibrator Tamper (Compactor) (Wheeled)
- 619653 Vibrator Tamper (Compactor) (Hand-Held)
- 619621 Tractor equipped with Bushhog
- 619622 Water Pump - Centrifugal
- 619623 Water Pump Mud Hog
- 619624 Manhole Blower
- 619625 Portable Generator
- 619626 Pipe Pusher
- 619627 Jack and Bore Machine (Up to 6")
- 619628 Chain Saw
- 619629 Rock Saw
- 619630 Concrete Saw
- 619631 Asphalt Roller
- 619632 Well Points (Includes Headers and Header Pipe without Pump)
Unit of measure: per point per day
- 619633 Well Point Pump - 6"
Unit of measure: day
- 619634 Well Point Pump - 8"
Unit of measure: day
- 619635 Rock Cutting Trencher (Includes teeth)
- 619636 Rock Auger
- 619637 Tree Trimming Truck (Includes circular saw, 2 chain saws, pruners, ropes, saddles and all other small tools)

- 619638 Chipper
- 619639 Rodder Truck
- 619640 Cable Jet Machine
- 619641 Cable Retriever
- 619642 Directional Boring Machine (Mini)
- 619654 Directional Boring Machine.(DD-40)
- 619655 Directional Boring Machine.(DD-70)

- 196643 Vacuum Truck
- 619644 Flasher Barricades
Unit of measure: each per hour
- 619645 Roadway Directional Flashing Signal
Unit of measure: each per day
- 619646 Crash Cushion Package (Virginia Only)
Unit of measure: each per day

- 619656 Grader
- 619657 Welder
- 619658 1000 Watt Light Bank
- 619659 Dump Trucks (Single Axle)
- 619660 Dump Trucks (Double Axle)
- 619661 Hydraulic Shoring (10 ft. Section)
Unit of measure: each per hour

SPECIALIZED TEST GEAR

Unit of measure: hour

- 619662 OTDR W/Printer - (Anritzu 1310/1550 (1 mainframe + plug-ins)
- 619663 Power Meter & Anritzu Optical
- 619664 Power Meter & 140 Intelco

- 619665 Light Source - Intelco 112-1310
- 619666 Light Source - Intelco 112-1550
- 619667 Light Source - Dual 1330/1550

(LDD Only) Standby Equipment Rates shall not exceed fifty
percent (50%) of the In-Use Equipment Rates.

Notes:

1. *Flat Bed Equipment Hauler means trailer suitable for handling backhoe and other equipment behind dump truck, etc.*
2. *Lowboy Trailer and Tractor means suitable for hauling larger equipment or multiple smaller equipment.*
3. **(LDD Only)** Contractor shall be paid a flat fee per emergency callout notification. Contractor must be on site, ready to work with the labor and minimum equipment, as specified herein, and/or specified in the notification within two (2) hours in order to earn said fee:

Emergency Callout Mobilization Fee: \$500.00.
4. **(LDD Only)** To compensate Contractor for the administration, training and reporting requirements as detailed in the Scope of Work, Exhibit A herein, Contractor shall be paid a fee (Administration fee) of \$2,000.00, if the Contractor is not utilized during the term of the Contract. If the actual biennial amount invoiced is less than \$2,000.00, Contractor will be paid the difference between the Administration Fee and the invoiced amount.

EXHIBIT B-6a - - TOOLS

CONTRACTOR'S MINIMUM TOOL LIST (TRUCK)

If the technician does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments, without losing any time in securing them when needed.

<u>TOOL DESCRIPTION</u>	<u>REQ</u> <u>QTY</u>
Amplifier E/W Headset & Probe -----	1
Belt, Body, Lineman's -----	1
Bits, Masonry, Assorted Sizes-----	1
Blade, Hacksaw, 12" -----	1
Bond, Cable, B-----	1
Brush, Carding-----	2
Bucket, Soap, W/Brush-----	1
Climbers, Set-----	1
Clip, transfer, Cable, B & C -----	1
Cloth, Wiping, Cable -----	1
Cone, Safety, 36" -----	3
File, Combination, 10" -----	1
DPM Presser 4270 A -----	1
DPM Popper 4053 pm-----	1
MS2 Kit E/W minimum of 2 splicing heads, preferably 3 splicing heads (Part Number 4041) -----	1
Foot Pump 4030 or Hand Pump 4031 or Crimper 4036 -----	1

Pedestal to support heads 2 each -----	2
Wire Insertion Tool 4051 -----	1
Knuckle (78-8044-9384) or Support Vise (78-8011-2043)	
to support splicing heads -----	1
Preform End Plate Cutter 8000452 -----	1
Preform Blade Kit 8000453 -----	1
Cable Shaper 8000422 -----	1
End Plate Removal Tool 8000432 -----	1
Gauge, Pressure C (Maintenance) -----	1
Gloves, Insulating, Rubber -----	1
Goggles, Safety/Glasses -----	1
Hacksaw -----	1
Hammer, Claw -----	1
Hand Line, Aerial -----	1
Torque Wrench, Inch Pounds -----	1
Helmet, Safety -----	1
Hook, Cover, Manhole -----	1
Hook, Shave -----	1
Kit, First Aid, 10 unit (Recomm) -----	1
Knife, Splitting, Sheath -----	1
Ladder, Ext, 28' W/Stand & Support -----	1
Busy Boy/Throw Master -----	1
Mirror, Splicer's -----	1
Pliers, Pump, 10" -----	1
Pliers, Side Cutting 9" -----	1
Rake, Yard. -----	1
Saw, Cable -----	1
Scissors, Electricians, W/Pouch -----	1

Screwdriver, Assorted -----	1
Screwdriver, Square Drive -----	1
Set/Test/Locator/Cable (Hound) equivalent -----	1
Shovel, Round Point 5' -----	1
Sign, Warning, 36 x 36 -----	1
Tester, Voltage, B -----	1
Tool, Punch, Bullet Bond -----	1
Tool, Repair, Valve -----	1
Tool, Wrap -----	1
Tool, Unwrap -----	1
Torch, Kit -----	1
Tube Cutter -----	1
Vest, Safety -----	1
Volt/OHM/Meter/Triplett, 630 (equivalent) -----	1
VS - 3 E/W Holder -----	1
Wrench, Adjustable, 12" -----	1
Wrench, Terminal - Dbl End -----	1

CONTRACTOR'S MINIMUM TOOLS LIST (UNDERGROUND)

TOOL DESCRIPTION	REQ
QTY	
Blower, Manhole -----	1
Detector, Gas -----	1
Generator -----	1
Guard, Manhole -----	1
Jack, Racking, Cable -----	1
Ladder, Manhole -----	1
Lights, extension -----	2
Pump, Diaphragm -----	1
Pump, Centrifugal (2" min) -----	2
Set, Test, T 136U, Wilcom -----	1
Shield, Manhole, Adjustable -----	1
Puller, Slack, Strand -----	1
Shoe, Bending, Cable -----	1

EXHIBIT B-7 PRICES AND LABOR RATES

No Bid Not Awarded

Cornerstone Businesses, L.C.	Tallahassee Negotiated Rate
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Aerial Construction

615001	Place pole 25'-35'	Each	\$34.48
615002	Place pole 40' - 45'	Each	\$49.25
615003	Place pole 50' & above	Each	\$68.95
615004	Remove pole 25' - 35'	Each	\$19.70
615005	Remove pole 40' - 45'	Each	\$29.55
615006	Remove pole 50' & above	Each	\$59.10
615007	Hand carry poles	Foot	\$3.94
615008	Pole/Relocation	Each	\$54.18
615009	Straighten poles	Each	\$29.55
615010	Setting/Removing Pole in power	Each	\$34.48
615011	Place/Remove pole block	Each	\$49.25
615012	Place/Remove pole block & key	Each	\$49.25
615013	Stenciling pole	Each	\$1.97
615014	Excavation of Solid Rock/Coral	Each	\$49.25
615015	Place anchor	Each	\$24.63
615016	Remove anchor/rod	Each	\$14.78
615017	Place/Remove guy	Each	\$9.85
615018	Place/Ground aerial protector	Each	\$3.94
615019	Remove/Transfer protector (any type)	Each	\$14.78
615020	Place ground rods	Each	\$19.70
615021	Megger testing of existing grounds	Each	\$29.55
615022	Place ground wire	Each	\$11.82
615023	Place/Remove/Transfer aerial wire	Each	\$3.94
615024	Place ready access wire terminal	Each	\$32.01
615025	Remove/Transfer wire terminal	Each	\$11.82
615026	Transfer cable terminal	Each	\$11.82
615028	Bond existing strand or guy	Each	\$7.88
615029	Transfer cable attachment	Each	\$13.79
615030	Transfer buried riser	Each	\$19.70
615031	Place aerial large apparatus	Each	\$19.70
615032	Remove aerial large apparatus	Each	\$14.78
615033	Transfer aerial large apparatus	Each	\$39.40
615034	Place messenger strand - (All Sizes)	Foot	\$0.15
615035	Remove messenger strand - (All Sizes)	Foot	\$0.25
615036	Transfer messenger strand - (All Sizes)	Span	\$49.25
615037	Place cable extension arm	Each	\$34.48
615038	Remove cable extension arm	Each	\$19.70
615039	Transfer foreign utilities	Per attachment	\$14.78
615040	Place/Remove false dead-end	Each	\$9.85
615041	Strand dead-end	Each	\$14.78
615042	Remove rural district wire - All Sizes	Foot	\$0.12
615045	Place aerial cable on strand 100 pair & Under	Foot	\$0.28
615046	Place aerial cable on strand 101-400 pair	Foot	\$0.49
615047	Place aerial cable on strand 401 pair & Over	Foot	\$0.99
615048	Place aerial fiber cable	Foot	\$0.66
615049	Backpull aerial cable	Foot	\$0.55
615052	Remove aerial cable 300 pair & Under	Foot	\$0.30
615053	Remove aerial cable 301 pair & Over	Foot	\$0.34
615054	Remove aerial fiber cable	Foot	\$0.31
615055	Place oscillation dampers	Each	\$14.78

No Bid Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
615056	Remove oscillation dampers	Each	\$9.85
615057	Place fiber marker tags	Each	\$9.85
615058	Lash cable to existing cable	Foot	\$0.30
615062	Place self supporting cable	Foot	\$0.27
615063	Remove 300 pair & under. self supporting cable	Foot	\$0.25
615064	Remove 301 pair & over self supporting cable	Foot	\$0.25
615065	Cleat cable 1-200 pair	Foot	\$1.23
615066	Cleat cable 200 pair & over	Foot	\$1.48
615067	Cleat ground wire or service wire	Foot	\$0.74
615068	Place/Remove "U" cable guard	Each	\$7.39
615069	Clearance tree trimming	Per linear foot	\$11.82
615071	Regular tree trimming	Per linear foot	\$11.82
615073	Bush hog Right-of-Way 10' wide	Per linear foot	\$5.91
615074	Bush hog Right-of-Way 15' wide	Per linear foot	\$9.85
615076	Tree guard	Each	\$19.70
615077	Squirrel/Rodent guard	Per linear foot	\$4.93

Buried Construction

616004	Bury copper cable (All Sizes) with minimum cover 24"	Foot	\$1.38
616005	Bury copper cable (All Sizes) with minimum cover 30"	Foot	\$1.53
616006	Bury copper cable (All Sizes) with minimum cover 36"	Foot	\$1.58
616007	Bury copper cable (All Sizes) with minimum cover 42"	Foot	\$1.67
616008	Bury copper cable (All Sizes) with minimum cover 48"	Foot	\$1.77
616009	Bury fiber cable (All Sizes) with minimum cover 24"	Foot	\$1.48
616010	Bury fiber cable (All Sizes) with minimum cover 30"	Foot	\$1.58
616011	Bury fiber cable (All Sizes) with minimum cover 36"	Foot	\$1.63
616012	Bury fiber cable (All Sizes) with minimum cover 42"	Foot	\$1.72
616013	Bury fiber cable (All Sizes) with minimum cover 48"	Foot	\$1.72
616014	Excess of 48" depth (each 12")	Foot	\$0.25
616015	Additional charge for rock	Foot	\$4.93
616018	Remove buried cable any method	Foot	\$1.48
616019	Pre-rip plow line	Foot	\$0.39
616020	Place cable (All Sizes) in trench dug by other	Foot	\$0.39
616021	Place Metallic/Plastic pipe in trench dug by others	Foot	\$0.57
616022	Place subduct in trench dug by others	Foot	\$0.57
616023	Additional charge for backfilling	Foot	\$1.08
616024	Bury additional cable (All Sizes) in same trench	Foot	\$0.25
616025	Bury additional pipe (All Sizes) in same trench	Foot	\$0.74
616026	Bury fiber cable/subduct in same trench	Foot	\$0.32
616027	Excess of 48" depth (each 12")	Each	\$0.25
616030	Push Pipe up to 2"/minimum cover 24"	Foot	\$6.90
616031	Push Pipe up to 2"/minimum cover 30"	Foot	\$7.39
616032	Push Pipe up to 2"/minimum cover 36"	Foot	\$7.39
616033	Push Pipe up to 2"/minimum cover 42"	Foot	\$7.63
616034	Push Pipe up to 2"/minimum cover 48"	Foot	\$7.63
616035	Push Pipe 2 1/2 -4/minimum cover 24"	Foot	\$9.85
616036	Push Pipe 2 1/2 -4/minimum cover 30"	Foot	\$10.34
616037	Push Pipe 2 1/2 -4/minimum cover 36"	Foot	\$10.34
616038	Push Pipe 2 1/2 -4/minimum cover 42"	Foot	\$10.34
616039	Push Pipe 2 1/2 -4/minimum cover 48"	Foot	\$10.59
616040	Push Pipe over 4/minimum cover 24"	Foot	\$9.85
616041	Push Pipe over 4/minimum cover 30"	Foot	\$10.84

No Bid Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
616042	Push Pipe over 4"/minimum cover 36"	Foot	\$10.84
616043	Push Pipe over 4"/minimum cover 42"	Foot	\$10.84
616044	Push Pipe over 4"/minimum cover 48"	Foot	\$11.82
616045	Excess of 48" depth (Each 12")	Foot	\$4.43
616050	Jack & bore up to 2"/minimum cover 24"	Foot	\$9.85
616051	Jack & bore up to 2"/minimum cover 30"	Foot	\$9.85
616052	Jack & bore up to 2"/minimum cover 36"	Foot	\$9.85
616053	Jack & bore up to 2"/minimum cover 42"	Foot	\$10.84
616054	Jack & bore up to 2"/minimum cover 48"	Foot	\$10.84
616055	Jack & bore 2 1/2 -4"/minimum cover 24"	Foot	\$9.85
616056	Jack & bore 2 1/2 -4"/minimum cover 30"	Foot	\$9.85
616057	Jack & bore 2 1/2 -4"/minimum cover 36"	Foot	\$12.81
616058	Jack & bore 2 1/2 -4"/minimum cover 42"	Foot	\$13.30
616059	Jack & bore 2 1/2 -4"/minimum cover 48"	Foot	\$13.30
616060	Jack & bore over 4"/minimum cover 24"	Foot	\$13.79
616061	Jack & bore over 4"/minimum cover 30"	Foot	\$14.78
616062	Jack & bore over 4"/minimum cover 36"	Foot	\$14.78
616063	Jack & bore over 4"/minimum cover 42"	Foot	\$17.73
616064	Jack & bore over 4"/minimum cover 48"	Foot	\$22.65
616065	Excess of 48" depth (Each 12")	Foot	\$4.93
616070	Rock boring/minimum cover 24"	Foot	\$5.91
616071	Rock boring/minimum cover 30"	Foot	\$6.90
616072	Rock boring/minimum cover 36"	Foot	\$7.88
616073	Rock boring/minimum cover 42"	Foot	\$9.85
616074	Rock boring/minimum cover 48"	Foot	\$11.82
616079	Excess of 48" depth (Each 12")	Foot	\$4.43
616081	Place bore 1" - 3"	Foot	\$4.43
616082	Place bore larger than 3"	Foot	\$9.85
616083	Bury steel pipe 6" & smaller/minimum cover 24"	Foot	\$1.72
616084	Bury steel pipe 6" & smaller/minimum cover 30"	Foot	\$3.05
616085	Bury steel pipe 6" & smaller/minimum cover 36"	Foot	\$3.45
616086	Bury steel pipe 6" & smaller/minimum cover 42"	Foot	\$5.66
616087	Bury steel pipe 6" & smaller/minimum cover 48"	Foot	\$5.91
616088	Additional pipe in same trench	Foot	\$1.02
616089	Excess of 48" depth (Each 12")	Foot	\$1.23
616091	Bury plastic pipe 6" & smaller/minimum cover 24"	Foot	\$2.07
616092	Bury plastic pipe 6" & smaller/minimum cover 30"	Foot	\$2.14
616093	Bury plastic pipe 6" & smaller/minimum cover 36"	Foot	\$2.33
616094	Bury plastic pipe 6" & smaller/minimum cover 42"	Foot	\$2.51
616095	Bury plastic pipe 6" & smaller/minimum cover 48"	Foot	\$3.45
616096	Additional pipe in same trench	Foot	\$0.49
616098	Bridge attachment	Foot	\$19.70
616099	Place "U" cable guard/ protective planking	Each	\$2.71
616101	Place cable in conduit	Foot	\$0.64
616102	Place innerduct in conduit	Foot	\$0.36
616103	Additional cable/innerduct	Foot	\$0.23
616105	Place one subduct	Foot	\$0.23
616106	Additional subduct	Foot	\$0.23
616110	Place fiber optic cable in subduct	Foot	\$0.69
616112	Remove underground cable	Foot	\$0.99
616114	Mandrel duct/ Install pull wire	Foot	\$0.70
616117	Place fiber optic cable in conduit/ innerduct	Foot	\$0.63
616119	Remove underground fiber optic cable	Foot	\$0.72

No Bid
 Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
616121	Remove innerduct	Foot	\$0.71
616124	Dig/fill straight splice pit	Each	\$49.25
616125	Dig/fill lateral splice pit	Each	\$59.10
616126	Splice pit (return visit)	Each	\$49.25
616128	Bury load coil	Each	\$93.58
616130	Place/remove warning sign (or route) sign/marker post	Each	\$8.87
616132	Grounding pedestal	Each	\$6.68
616134	Place buried ground wire	Foot	\$1.41
616135	Stenciling pedestal	Each	\$1.97
616137	Place buried cable pedestal/10" & smaller	Each	\$8.61
616138	Place buried cable pedestal/10" & larger	Each	\$44.33
616139	Building mounted pedestal	Each	\$20.40
616141	Place cross-connect box	Each	\$106.38
616143	Remove buried cable pedestal (All Sizes)	Each	\$8.59
616147	Place prefabricated pads	Each	\$123.13
616150	Pour pad	Square Foot	\$2.96
616151	Saw and Remove asphalt pavement	Square Foot	\$1.58
616152	Restore asphalt pavement	Square Foot	\$2.74
616153	Saw and Remove concrete	Square Foot	\$2.46
616154	Restore concrete	Square Foot	\$2.96
616156	Remove brick pavement	Square Foot	\$1.97
616158	Restore brick pavement	Square Foot	\$31.03
616159	Restore gravel, crushed rock or limerock /6" increments	Square Foot	\$0.99
616162	Watering Sod	Square Foot	\$0.26
616163	Remove/Replace sod	Square Foot	\$0.44
616164	Seed/mulch/straw	Square Foot	\$0.15
616166	Place pea gravel/4-10" pedestal	Each	\$14.78
616167	Place pea gravel/10" & over pedestal	Each	\$14.78
616168	Raise/Lower manhole - 12" & over	Each	\$246.25
616169	Raise/Lower manhole - additional 6" increments	Each	\$98.50
616173	Core bore office vault/manhole	Each	\$295.50
616175	Place splice box	Each	\$197.00
616200	Boring single cable/subduct/conduit up to 2"	Foot	\$6.68
616202	Boring single cable/subduct/conduit - 2 1/4 - 4"	Foot	\$11.38
616204	Boring single cable/subduct/conduit - 4 1/4 - 6"	Foot	\$14.11
616206	Additional cable/subduct/conduit up to 2"	Foot	\$5.26
616208	Additional cable/subduct/conduit - 2 1/4 - 6"	Foot	\$5.95
616210	Additional cable/subduct/conduit - 4 1/4 - 6"	Foot	\$9.21
616212	Stream crossing up to 4"	Foot	\$19.70
616214	Stream crossing 4 1/4 - 6"	Foot	\$49.25
616220	Additional stream crossing up to 4"	Foot	\$14.78
616222	Additional stream crossing 4 1/4 - 6"	Foot	\$36.54

Buried Service Wire

617030	Place buried service wire 1 - 150'	Each	\$55.00
617031	Place buried service wire over 150'	Foot	\$0.36
617032	Place BSW in open trench	Foot	\$0.25
617033	Backfill trench opened by others	Foot	\$1.00
617056	Sidewalk bore	Foot	\$4.00
617058	Cutover buried service wire	Each	\$12.00
617060	Splice buried service wire	Each	\$3.00
617035	Additional Charge Burying DB-Minimum Cover 24"	Foot	\$0.25

 No Bid  Not Awarded

Comerstone Businesses, L.C.			Tallahassee
			Negotiated Rate
617036	Additional Charge Burying DB-Minimum Cover 30"	Foot	\$0.25
617037	Additional Charge Burying DB-Minimum Cover 36"	Foot	\$0.25
617038	Additional Charge Burying DB-Minimum Cover 42"	Foot	\$0.59
617039	Additional Charge Burying DB-Minimum Cover 48"	Foot	\$0.63

Cable Splicing

618002	Splice 1-400 pair underground paper insulated	Pair	\$1.26
618003	Splice 1-400 pair underground PIC	Pair	\$0.95
618004	Splice 1-400 pair buried/aerial paper insulated	Pair	\$0.79
618005	Splice 1-400 pair buried/aerial PIC	Pair	\$0.63
618006	Splice 401 & Over underground. paper insulated	Pair	\$0.63
618007	Splice 401 & Over underground. PIC	Pair	\$0.37
618008	Splice 401 & Over buried/aerial paper insulated	Pair	\$0.46
618009	Splice 401 & Over buried/aerial PIC	Pair	\$0.32
618010	Pre-connectorized splicing 1-400 pair	Pair	\$0.65
618011	Pre-connectorized splicing 401 & over	Pair	\$0.45
618012	Splice underground closure 6 1/2" & smaller	Each	\$44.33
618013	Splice buried/aerial closure 6 1/2" & smaller	Each	\$44.33
618014	Splice under closure over 6 1/2"	Each	\$68.95
618015	Splice buried/aerial closure over 6 1/2"	Each	\$68.95
618016	Underground closure end plates 6 1/2" & smaller	Each	\$19.70
618017	Buried/aerial closure end plates 6 1/2" & smaller	Each	\$19.70
618018	Underground closure end plates over 6 1/2"	Each	\$25.61
618019	Buried/aerial closure end plates over 6 1/2"	Each	\$25.61
618020	Bridge Splice at cable cut/Underground paper insulated 1-400 pair	Pair	\$1.89
618021	Bridge Splice at cable cut/Underground PIC 1-400 pair	Pair	\$1.42
618022	Bridge Splice at cable cut/Buried-aerial pap Insulated 1-400 pair	Pair	\$1.18
618023	Bridge Splice at cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.03
618025	Bridge Splice at cable cut/Underground paper insulated 401& over	Pair	\$0.95
618026	Bridge Splice at cable cut/Underground PIC 401 & over	Pair	\$0.79
618027	Bridge Splice at cable cut/buried-aerial paper insulated 401 & over	Pair	\$0.70
618028	Bridge Splice at cable cut/buried-aerial PIC 401 & over	Pair	\$0.74
618030	Bridge Splice at no cable cut/Underground paper insulated 1-400 pair	Pair	\$2.06
618031	Bridge Splice at no cable cut/Underground PIC 1-400 pair	Pair	\$1.59
618032	Bridge Splice at no cable cut/buried-aerial paper insulated 1-400 pair	Pair	\$1.35
618033	Bridge Splice at no cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.20
618034	Bridge Splice at no cable cut/Underground paper insulated 401 & over	Pair	\$1.11
618035	Bridge Splice at no cable cut/Underground PIC 401 & over	Pair	\$0.96
618036	Bridge Splice at no cable cut/buried-aerial paper insulated 401 & over	Pair	\$0.87
618037	Bridge Splice at no cable cut/buried-aerial PIC 401 & over	Pair	\$0.91
618041	Cut out bridge/Underground paper insulated 1-400 pair	Pair	\$0.44
618042	Cut out bridge/Underground PIC 1-400 pair	Pair	\$0.43
618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.38
618044	Cut out bridge/Buried-aerial PIC 1-400 pair	Pair	\$0.34

☐ No Bid ▨ Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
618045	Cut out bridge/Underground paper insulated 401 & over	Pair	\$0.30
618046	Cut out bridge/Underground PIC 401 & over	Pair	\$0.30
618047	Cut out bridge/Buried-aerial paper insulated 401 & over	Pair	\$0.30
618048	Cut out bridge/Buried-aerial PIC 401 & over	Pair	\$0.30
618050	Pair identification & testing	Pair	\$1.01
618052	Splice fiber optic cable/single fusion	Per Fiber	\$23.64
618053	Splice fiber optic cable/mass fiber fusion	Per Fiber	\$29.55
618054	Splice fiber optic cable/single mechanical	Per Fiber	\$29.55
618055	Splice fiber optic cable/mass mechanical	Per Fiber	\$29.55
618056	Install field installable connectors	Each	\$27.58
618057	Mechanical polishing required	Each	\$29.55
618058	Mechanical polishing not required	Each	\$24.63
618060	Place/splice tip cable - paper	Pair	\$1.26
618061	Place/splice tip cable - PIC	Pair	\$0.95
618063	Section transfer - Underground Paper Insulated	Pair	\$2.96
618064	Section transfer - Underground PIC	Pair	\$1.79
618065	Section transfer - Buried/aerial paper insulated	Pair	\$1.81
618066	Section transfer - Buried/aerial PIC	Pair	\$1.48
618070	Cut slack in cable - Underground paper insulated	Pair	\$2.46
618071	Cut slack in cable - Underground PIC	Pair	\$1.99
618072	Cut slack in cable - Buried/aerial paper insulated	Pair	\$1.50
618073	Cut slack in cable - Buried/aerial PIC	Pair	\$1.00
618074	Cut slack out of cable - Underground paper insulated	Pair	\$2.46
618075	Cut slack out of cable - Underground PIC	Pair	\$1.89
618076	Cut slack out of cable - Buried/aerial paper insulated	Pair	\$1.62
618077	Cut slack out of cable - Buried/aerial PIC	Pair	\$1.20
618080	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground paper insulated	Pair	\$2.22
618081	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground PIC	Pair	\$1.54
618082	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial paper insulated	Pair	\$1.76
618083	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial PIC	Pair	\$1.28
618085	Cut in re-cap switch paper insulated	Each	\$2.31
618086	Cut in re-cap switch PIC	Each	\$1.69
618088	Cut out re-cap switch paper insulated	Each	\$1.63
618089	Cut out re-cap switch PIC	Each	\$1.28
618090	Additional charge for special circuits	Pair	\$9.11
618092	Cable throw 1-400 pair	Pair	\$3.35
618093	Cable throw 401 & over	Pair	\$2.86
618094	Clear and cap	Pair	\$0.30
618095	Terminate cable pairs	Pair	\$0.55
618096	Install repeater mounting posts/pedestal	Each	\$22.16
618097	Place repeater housing	Each	\$22.16
618098	Cut in repeater case	Pair	\$2.57
618099	Basic Splice setup (underground)	Each	\$123.13
618101	Place/Remove jumpers - MDF	Pair	\$1.40
618102	Place/Remove jumpers - Other	Pair	\$1.33
618103	Make up buried cable facilities 1-400 Pair	Each	\$27.58
618104	Make up buried cable facilities 401 & over	Each	\$158.59
618106	Place cable in pad mounted closures	Foot	\$2.46
618107	Cut out non-ready access terminals	Each	\$21.88

No Bid
 Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
618108	Place/remove connecting block/ Terminal Block	Each	\$4.93
618109	Place building entry terminal (inside/outside)	Each	\$34.71
618110	Remove building entry terminal (inside/outside)	Each	\$17.36
618113	Place encapsulate	Each	\$17.24
618114	Remove encapsulate	Each	\$17.24
618115	Place pressurized closure	Each	\$44.33
618116	Remove pressurized closure	Each	\$29.55
618117	Place non-pressurized closure	Each	\$17.36
618119	Remove non-pressurized closure	Each	\$11.82
618120	Install hanger brackets	Each	\$2.46
618121	Place/change stenciling of facilities	Each	\$1.97
618122	Place/replace base on buried cable pedestals	Each	\$9.00
618123	Raise/lower pedestal 4 - 10"	Each	\$24.63
618124	Raise/lower pedestal 10" & over	Each	\$34.48
618125	Place pea gravel in pedestal 4 - 10"	Each	\$4.93
618126	Place pea gravel in pedestal 10" & over	Each	\$4.93
618127	Plug conduit ducts	Each	\$1.13
618130	Place aerial wire and associated hardware	Span	\$12.68
618131	Remove aerial wire and associated hardware	Span	\$12.68
618132	Transfer aerial wire from lug-to-lug	Span	\$4.31
618133	Transfer aerial wire structure to structure	Span	\$10.84
618134	Splice aerial wire	Span	\$2.75
618135	Convert aerial to buried/buried to aerial wire	Each	\$18.45
618136	Install/Remove House Protector (NID)	Each	\$19.70
618137	Bond/ground buried service wire in pedestal	Each	\$4.15
618138	Bond complete manhole	Manhole	\$31.12
618139	Bond existing individual cables in manhole	Each	\$2.35
618140	Bond/ground existing messenger strand	Each	\$3.22
618141	Place permanent air press valve (aerial)	Each	\$9.37
618142	Place pressure testing tubing & valve in manhole	Each	\$17.36
618143	Place pressure testing tubing & valve on buried cable	Each	\$17.36
618144	Place bypass valve in manhole	Each	\$34.71
618145	Place bypass valve on pole	Each	\$34.71
618146	Place bypass valve on buried cable	Each	\$34.71
618147	Place pressure contactor/transducer	Each	\$104.13
618148	Build pressure plug paper or moisture block - paper insulated cable	Each	\$83.73
618149	Build pressure plug paper or moisture block - PIC cable	Each	\$68.95
618151	Make inner/outer sheath pressure block	Each	\$5.85
618152	Checking, placing, changing nitrogen (air tanks)	Per Site	\$34.71
618153	Aerial splice rehab - closure rehab	Each	\$43.39
618154	Aerial splice rehab - Pair reconstruction Splicing	Pair	\$1.38
618155	Aerial splice rehab pressurized - closure rehab	Each	\$68.95
618156	Aerial splice rehab pressurized - Pair reconstruction splicing	Pair	\$1.38
618157	Pedestal splice rehab	Each	\$36.94
618158	Pedestal pair reconstruction splicing	Pair	\$1.38
618160	Underground splice rehab	Each	\$68.95
618161	Underground pair reconstruction splicing	Per Pair	\$1.38
618163	Cut off/remove abandoned cable/stubs below ground line	Each	\$8.62

Workers Per Hour

No Bid Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
619514	Service Technician- Regular time	Hour	\$23.64
619515	Service Technician- Over time	Hour	\$35.46
619516	Maintenance/Service Technician- Regular time	Hour	\$27.58
619517	Maintenance/Service Technician- Over time	Hour	\$41.37
619500	Supervisor - Regular time	Hour	\$18.22
619502	Equipment Operator - Regular time	Hour	\$14.78
619503	Equipment Operator - Over time	Hour	\$21.42
619504	Laborer/Flagger - Regular time	Hour	\$11.82
619505	Laborer/Flagger - Over time	Hour	\$17.73
619506	Rehab Cable Splicer - Regular time	Hour	\$21.67
619507	Rehab Cable Splicer - Over time	Hour	\$32.51
619508	Cable Splicer - Regular time	Hour	\$27.58
619509	Cable Splicer - Over time	Hour	\$41.37
619510	Apprentice Splicer - Regular time	Hour	\$14.28
619511	Apprentice Splicer - Over time	Hour	\$21.42
619512	Facilities Technician - Regular time	Hour	\$18.13
619513	Facilities Technician - Over time	Hour	\$27.20
619518	Line Technician - Regular time	Hour	\$21.67
619519	Line Technician - Over time	Hour	\$32.51
619520	Technician/Truck/Backhoe - Regular time	Hour	\$93.58
619521	Technician/Truck/Backhoe - Over time	Hour	\$108.35
619522	Cable Splicer - Fiber - Regular time	Hour	\$34.48
619523	Cable Splicer - Fiber - Over time	Hour	\$51.71
619524	Cable Locator - Regular time	Hour	\$34.48
619525	Cable Locator - Over time	Hour	\$51.71
619526	3-Man Line Crew - Regular time	Hour	\$101.46
619527	3-Man Line Crew - Over time	Hour	\$131.01
619528	Truck Driver - Regular time	Hour	\$17.73
619529	Truck Driver - Over time	Hour	\$26.60
619530	Security Guard - Regular time	Hour	\$24.63
619531	Security Guard - Over time	Hour	\$36.94
619532	Per Diem	Day	\$73.88

Equipment Per Hour

619600	Splicer's Truck equipped with Tools	Hour	\$6.55
619601	Maintenance/Service Technician Truck equipped with Tools	Hour	\$6.55
619602	Apprentice splicer truck	Hour	\$3.94
619603	Service Technician Vehicle	Hour	\$5.91
619604	Facilities Technician Vehicle	Hour	\$3.20
619605	Pickup Truck (1/2 ton)	Hour	\$5.15
619606	Truck (flat bed)	Hour	\$6.30
619607	2 Ton truck and Over	Hour	\$7.81
619608	Line truck without auger	Hour	\$12.07
619609	Line truck equipped with revolving boom and auger	Hour	\$18.93
619610	Semi-tractor and trailer (low boy)	Hour	\$32.40
619611	Cable trailer (all types)	Hour	\$7.58
619612	Equipment trailer (flat bed)	Hour	\$6.62
619613	Pole trailer (all sizes)	Hour	\$3.10
619614	Front end loader	Hour	\$28.22
619616	Bulldozer w Static Plow (any size)	Hour	\$30.51
619617	Trencher or cable plow 1-40 horsepower	Hour	\$21.41

No Bid Not Awarded

Cornerstone Businesses, L.C.			Tallahassee Negotiated Rate
619618	Trencher or cable plow over 40 horsepower	Hour	\$34.48
619619	Air compressor and Asphalt Cutting Blade	Hour	\$11.35
619620	Vibrator Tamper (Compactor) (Wheeled)	Hour	\$6.52
619621	Tractor equipped with bushhog	Hour	\$10.58
619622	Water pump - centrifugal	Hour	\$10.75
619623	Water pump mud hog	Hour	\$10.75
619624	Manhole blower	Hour	\$8.40
619625	Portable generator	Hour	\$4.76
619626	Pipe pusher	Hour	\$8.41
619627	Jack and bore machine (Up to 6")	Hour	\$16.69
619628	Chain saw	Hour	\$3.63
619629	Rock saw	Hour	\$98.50
619630	Concrete saw	Hour	\$8.95
619631	Asphalt roller	Hour	\$10.68
619632	Well points (Includes Headers & Header Pipe w/o Pump)	Per Point Per Day	\$10.33
619633	Well point pump - 6"	Day	\$247.72
619634	Well point pump - 8"	Day	\$368.55
619635	Rock cutting trencher (Includes teeth)	Hour	\$61.46
619636	Rock auger	Hour	\$24.63
619637	Tree trimming truck	Hour	\$34.48
619638	Chipper	Hour	\$18.19
619639	Rodder truck	Hour	\$46.10
619640	Cable jet machine	Hour	\$61.56
619641	Cable retriever	Hour	\$7.17
619642	Directional boring machine (Mini)	Hour	\$98.50
619643	Vacuum truck	Hour	\$98.50
619644	Flasher barricades	Each	\$1.97
619645	Roadway Directional Flashing Signal	Per Day Each	\$43.00
619646	Crash cushion package (Virginia Only)	Per Day Each	
619647	Pickup Truck (3/4 ton)	Hour	\$6.30
619648	Backhoe (Wheeled)	Hour	\$23.25
619649	Backhoe (JD-70 or equivalent)	Hour	\$31.52
619650	Backhoe (JD-490 or equivalent)	Hour	\$49.25
619651	Backhoe (JD-690 or equivalent)	Hour	\$73.88
619652	Track Dozer (Small)	Hour	\$30.51
619653	Vibrator Tamper (Compactor) (Hand-Held)	Hour	\$6.52
619654	Directional boring machine (DD-40)	Hour	\$147.7*
619655	Directional boring machine (DD-70)	Hour	\$295.50
619656	Grader	Hour	\$98.50
619657	Welder	Hour	\$12.37
619658	1000 Watt Light Bank	Hour	\$24.63
619659	Dump Truck (Single Axle)	Hour	\$9.66
619660	Dump Truck (Double Axle)	Hour	\$13.79
619661	Hydraulic Shoring (10 ft. Section)	Hour	\$49.25
619662	OTDR with Printer (Anritsu 1310/1550 (1 mainframe + plug-ins)	Hour	\$172.3*
619663	Power Meter and Anritsu Optical	Hour	\$172.3*
619664	Power Meter and 140 Intelco	Hour	\$172.3*
619665	Light Source - Intelco 112-1310	Hour	\$43.5*
619666	Light Source - Intelco 112-1550	Hour	\$43.5*
619667	Light Source - Dual 1330/1550	Hour	\$58.5*

EXHIBIT B-7a DISCOUNTS

EXHIBIT B-7A DISCOUNTS

VOLUME DISCOUNTS

% Discount

\$ Spend

Not Applicable

EARLY PAYMENT DISCOUNTS

Not Applicable

EXHIBIT B-8 COST QUOTE

EXHIBIT B-8

**SPRINT
COST QUOTE FOR DESIGNATED WORK**

This cost quote when duly executed by an authorized representative of the Contractor, shall become part of the agreement for Construction between Sprint and _____ executed on _____ (Agreement), as an addendum thereto and shall be governed by, subject to and construed in accordance with the terms and conditions set forth in the Agreement.

Narrative, Conditions of work and method of payment :

618165 **COST QUOTE : \$** _____

This cost quote shall constitute the entire rate that the Contractor will bill for labor, equipment and loading for the items on the Designated Work.

The Contractor shall be responsible for any and all errors and/or omissions in pricing out labor, equipment and loading. Negligence on the part of the Contractor in preparing the COST QUOTE confer no right for the withdrawal of the quote after it has been submitted.

The Contractor has read and understands and shall fully comply with all the terms, covenants and agreements set forth in the Agreement and herein. Contractor has executed this COST QUOTE or has caused it to be executed on it's behalf, on the date indicated below it's signature.

(Contractor)

Signed and acknowledge by

In the Presence of:

By: _____

Witness: _____

Title: _____

Witness: _____

Date: _____

Federal Identification Number:

ATTACHMENTS

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ATTACHMENT 1

Sprint's Code of Ethics

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INTRODUCTION (You, Ethics and the Law)

Sprint's Code of Ethics explains the basic rules applicable to Sprint employees in their day-to-day dealings with others, whether they are customers, competitors, suppliers or fellow employees. These rules reflect our company's core values.

Sprint is committed to high standards of business conduct. At Sprint, we believe people should be treated fairly and honestly, with dignity and respect. We always compete aggressively but ethically in the marketplace and we will not violate the law in conducting our business activities. An illegal or unethical act cannot be justified by saying it advantaged the company, or that it was directed by someone else in the organization, even a higher authority. You never are authorized by the company to commit, or direct another employee to commit, such an act.

Throughout the Code, any reference to Sprint includes Sprint Corporation and all of its subsidiaries and affiliates. As a member of a Sprint company, you are expected to review the Code of Ethics and apply its principles in your daily business activities.

Of course, the Code cannot explicitly cover all situations or circumstances. If there are no rules, use the principles in the Code to guide your conduct.

CHIEF ETHICS OFFICER

The Sprint Chief Ethics Officer is responsible for overseeing Sprint's ethics and law compliance program. This program includes not only developing policies and procedures, but also providing training to employees so that we will conduct our business in accordance with the law and our company policies.

INTERPRETATION, COMPLIANCE AND REPORTING (Reporting a Violation)

If you have questions about the meaning of the Code or about applying it to particular situations, you should contact your supervisor, who in turn will work with Human Resources, the Law Department or the Chief Ethics Officer, to get an answer. If you do not receive a clear explanation or believe you may not receive a fair or adequate review of the issue from your supervisor, call the Sprint Hotline at 1-800-788-7844. The Sprint Hotline is answered by the Company's Law Department and you may remain anonymous when you call.

For Sprint's commitment to integrity to be fully realized, everyone must comply fully with the Code. Accordingly, the Sprint Code of Ethics will be strictly enforced. Failure to comply with this Code, will result in disciplinary action, which may include termination of employment.

If you believe someone has engaged in unethical or illegal conduct, you are required to report it. This report should be promptly made to your supervisor. If you have any concern about reporting the wrongdoing to your supervisor, you should call the Sprint Hotline or the Chief Ethics Officer. Failure to promptly report such conduct could allow wrongdoing to continue, subjecting the company and its employees to greater harm. Any supervisor receiving a report required by this Code of Ethics is required to forward a summary of the report to the Chief Ethics Officer on a copy of the form attached.

Any retaliation against an employee who, in good faith, reports a violation or suspected violation of this Code, is strictly forbidden. Such retaliation is itself a violation of this Code.

RESPECT FOR EACH OTHER

It is Sprint's policy to treat everyone, our fellow employees as well as business associates and competitors, with fairness and respect. It is our policy, in accordance with the law, to maintain an environment free from discrimination on the basis of sex, age, race, color, religion, national origin, veteran status or disability. Sexual harassment is both illegal and unethical and it should be reported immediately.

The spirit of these laws reflects an ancient wisdom: Treat others as you wish to be treated. Sprint employees, as a fundamental company policy, are expected to treat their fellow employees with dignity and respect.

SAFETY, HEALTH AND ENVIRONMENT

Sprint is committed to providing a safe and healthy work place for its employees and for visitors to our premises. Sprint is equally committed to preventing the deterioration of the environment and minimizing the impact of our operations on the land, air and water. These commitments can only be met through the awareness and cooperation of all Sprint employees.

You should always notify your supervisor of any suspected unsafe or unhealthy conditions in the work place. You should also notify your supervisor whenever you believe hazardous materials or wastes have come in contact with the environment, are improperly handled or discarded or where a potential violation of law may exist.

ACCURATE ACCOUNTS AND RECORD KEEPING

- Accuracy of Records

- Falsification or Alteration of Records
- Retention of Records

Accuracy of Records

Sprint's policy is to fully comply with all laws of the United States and the foreign countries in which we do business regarding the maintenance of accounts and records. Our internal standards require that records and books of account be accurately and honestly maintained. The true nature of transactions should always be fully disclosed on our books.

Whenever you put something in writing, make sure you are factual and accurate. Be precise and avoid exaggeration or inaccuracy in your statements.

Falsification or Alteration of Records

Falsifying or altering records, or knowingly approving false records, is prohibited. Here are some rules you should keep in mind:

- False or misleading entries or statements should never be made in any of our books, records, expense or incentive compensation reports or other documentation for any reason. Keep books, records and accounts in reasonable detail so they accurately reflect the transaction.
- Expense reports must be filled out accurately and completely, showing the correct purpose and amount of each expense item.
- Permanent entries in Sprint's records should never be altered in any way.
- No secret or unrecorded funds or assets should be created or maintained for any purpose.
- You should never make a payment or approve a receipt with the understanding that it will be used for a purpose other than what is described in the record of the transaction.

Retention of Records

Company records include internal and external documents prepared in the ordinary course of our business. Sprint has developed a records retention policy for the systematic retention and destruction of these records. There are also federal and state laws governing the retention of company records, which may be referenced in the policies of Sprint or its affiliates. You may obtain a copy of the records retention policy from your supervisor.

Records should always be retained and destroyed according to our records retention policy. If litigation, an audit or a government investigation is pending, you should consult your Law Department before destroying any related records.

CONFLICTS OF INTEREST

- Gifts and Entertainment
- Outside Activities
- Volunteer Activities
- Board Memberships
- Investments and Other Financial Opportunities

You should not have any personal interest that is incompatible with the loyalty and responsibility you owe to Sprint. You should perform your job duties based on what is in the best interests of Sprint rather than any personal considerations or relationships. You should have no relationships with suppliers, contractors, customers, competitors or regulators that create loyalties which compete with your loyalty to Sprint or create a conflict of interest which affects your independent judgment on behalf of Sprint.

You should notify your supervisor of any business opportunity of which you become aware because of your position with Sprint. Never attempt to exploit such opportunities for your personal benefit or divide your loyalties with a company that does business or competes with Sprint. To do so creates a conflict of interest.

It is not possible to outline every conflict of interest. Some of the more common circumstances and policies are set forth below. If you have a question about a possible conflict of interest, you should follow the procedures in Section 3 of the Code.

Gifts and Entertainment

You should never solicit any gift, below market loan, or any other loan not in the ordinary course of business, entertainment or special privilege from a competitor, or anyone who conducts or seeks to conduct business (including a customer or supplier) with Sprint. "You," for all purposes relating to this Section, includes your family or any person or entity you control.

If you have a question about acceptance of a gift, entertainment or anything else of value, follow the procedures in Section 3 of the Code. In addition, if you accept any gift, entertainment or anything else of value, other than (1) Nominal Gifts, or (2) Ordinary Business Entertainment (as these terms are defined below), you must report your acceptance in writing to your supervisor.

You may accept the following: (1) an invitation to a hospitality suite, (2) sporting event, (3) golf outing, or (4) business meal if it is reasonable in the context of the business and it is either associated with a necessary business meeting or it advances the company's business interests (Ordinary Business Entertainment). You should, however, never accept any entertainment on behalf of the company if it could impair or influence your independent judgment

Accepting gifts in a business context may sometimes be seen as an attempt to improperly influence your business decisions. You should never accept gifts of money or securities (including stocks, bonds, etc.) under any circumstances. You should never accept any benefit or gift from anyone that conducts or seeks to conduct business with Sprint if that gift would cause you to favor that company or person over others or otherwise influence your judgment. You should never accept a gift if it would place you or Sprint in an embarrassing situation. You may accept nominal gifts which are gifts of token value or gifts used for advertising or promotion as long as they are given in the regular course of business. Discounts

You may not accept discounts on personal purchases of a supplier's or customer's products or services unless such discounts are generally offered to Sprint employees or others having a similar business relationship with the supplier or customer. If you have any questions about the acceptance of a discount, follow the procedures in Section 3 of the Code.

Outside Activities

You are expected to give your work the attention necessary for quality performance. Any outside activity, including other employment, is not permitted if it:

- Competes with Sprint or provides services or assistance to Sprint or a competitor, unless it has been approved by the Chief Ethics Officer.
- Interferes with the timely and effective performance of your duties for Sprint, such as making or receiving phone calls, handling correspondence or participating in meetings.
- Creates a conflict of interest with Sprint which affects your ability to judge issues independently and objectively.
- Makes you unable to devote your full time and energy to your job when you are at work.

You should never use Sprint property to carry on a private business. If you have any questions about an outside activity, follow the procedures in Section 3 of the Code.

Volunteer Activities

Sprint encourages you to be involved in volunteer activities that better our communities. If you wish to use company property or spend work time on these activities, you must get the approval of your supervisor.

Board Memberships

You are permitted to serve on the board of directors of community or not-for-profit organizations. However, to make sure these activities do not create a conflict of interest or other problem with your Sprint employment, you must notify your supervisor of your membership. You must report to and obtain approval from your supervisor before becoming a member of the board of directors of any for-profit organization.

You must not serve as a member of the board of directors of any company that is a competitor of Sprint or has a significant commercial relationship with Sprint.

Investments and Other Financial Opportunities

You should not have a direct investment (including stock ownership in private or publicly traded companies) or other financial interest in a supplier, contractor or competitor of Sprint if it could create a conflict of interest on your part. A conflict of interest may be presumed if a direct investment is of significant value or represents a significant percentage of your total investment portfolio or the investment portfolio of someone subject to your influence or control, for example, a spouse, child or parent. A 'direct' investment is any investment you make and not one made by a mutual fund or pension plan for its portfolio.

If you are in a position to influence or evaluate purchasing or other procurement decisions at Sprint, you should not hold any position with or have a financial or other business relationship with any of Sprint's suppliers.

It may be a conflict of interest if you acquire an interest in an asset, such as real estate, stock or some other type of property, when Sprint has or will acquire an interest in that same asset. It also may be, in some instances, a conflict of interest if a member of your immediate family is employed by a supplier, contractor or competitor of Sprint's. You must notify your supervisor immediately if any of these potential conflict of interest situations occur. You should also notify your supervisor if you acquire a profit or investment opportunity as a result of representing Sprint in the course of your employment.

USE AND PROTECTION OF COMPANY ASSETS

The assets of Sprint include much more than just our buildings, equipment or office supplies. They include intangible property such as software and other intellectual property rights, technologies, business concepts and strategies, financial data and other information about our business.

Preventing the loss, damage, misuse or theft of company property, including software and other intellectual property rights, is a part of each employee's job. All company assets should be used only for the benefit of Sprint and not for personal gain.

Intellectual property is very valuable to Sprint and can be protected by patents, copyrights, trademarks and trade secrets. You should not take any action, such as unauthorized disclosure, that could affect Sprint's ability to protect these intellectual property assets. Sprint's Protection of Proprietary Information Policy provides specific rules for safeguarding the company's proprietary information, including proprietary information transmitted by electronic mail and other computer access methods, and by voice mail.

PROPERTY RIGHTS OF OTHERS

Sprint respects the property rights of others. In the conduct of our business, we have occasion to receive and use proprietary information of others. We must use this information only in accordance with the agreements under which we have received it. It is company policy to honor copyrights and

to respect the trade secrets of others. You should not engage in unauthorized copying or reveal or use any trade secrets of a former employer or other competitor in connection with your Sprint employment, including competitor information such as customer lists, technical developments or operational data.

DRUG FREE WORK PLACE

Sprint has adopted a policy requiring a drug-free workplace. This policy states:

1) Using, possessing, distributing, selling, dispensing, manufacturing, transferring, offering, furnishing or being under the influence of illegal or illicit drugs or other controlled substances (as defined under state and federal law and regulations) while on duty or on company premises is prohibited. For purposes of this policy, the term "company premises" includes all land, buildings, structures, parking lots and means of transportation owned by or leased to Sprint, or any of its subsidiary or affiliated companies.

2) Any employee who is convicted under a criminal drug statute for a violation occurring in the workplace or on company business must notify Sprint no later than 5 days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. Criminal drug statutes include federal or non-federal criminal statutes involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.

You should be aware of this policy and comply with it. If you have any questions or need additional information, contact your supervisor. Any employee who violates this policy and/or is convicted under a criminal drug statute, will be subject to disciplinary action which may include termination of employment.

PRIVACY OF COMMUNICATIONS

Protecting our customers' privacy of communications is fundamental to Sprint's business and there are laws regulating disclosure of customer records or other communications. You may not engage in or allow another person to engage in unauthorized listening, recording or other disclosure of communications or customer records.

Any subpoena, court order or other request for customer information from law enforcement or government agencies or other outside parties should be referred immediately to the department in your organization responsible for handling this information.

AGREEMENTS

Sprint enjoys a reputation for being a fair, ethical but demanding contractor. Sprint honors its commitments and expects others to do the same.

Do not make any commitments or enter into any oral or written agreements on behalf of the company unless you have authority from your supervisor to do so and unless you know that the company can comply with the terms of that agreement.

ANTITRUST

The antitrust laws of the United States have been developed to encourage healthy competition among businesses by defining what conduct or activities are unacceptable and unlawful. We must always carefully observe the antitrust laws in our daily business.

Agreements between competitors that limit competition are a violation of the antitrust laws. Oral discussions and informal arrangements may be considered "agreements" so you should be careful whenever you meet with competitors or customers, including contacts at trade shows or professional gatherings.

When attending trade shows or having meetings or conversations with competitors, you may never discuss or even listen to a discussion of present or future prices, profit margins or costs, bids or intended bids, terms or conditions of sale, market shares, sales territories, distribution practices or other competitive information. If a competitor begins to discuss such matters, you must refuse to participate and leave if the discussion does not stop. You should then report the incident to your Law Department.

There are some basic rules to follow when you are dealing with competitors or customers:

DO NOT talk to competitors about or agree to fix or control prices or terms of sale.

Do NOT talk to competitors about or agree to allocate or apportion products, markets, territories or customers.

DO NOT agree with competitors to boycott certain customers or suppliers.

DO NOT disclose the company's bid or solicit information about a competitor's confidential bid proposal.

DO NOT require customers, as a condition to doing business, to buy from us before we will agree to buy from them.

DO NOT require customers to take a product or service they do not want in order to get from us a product or service they do want.

DO NOT agree with a customer to establish or fix the customer's resale prices or other terms or conditions of sale.

The antitrust laws also prohibit monopolization or attempts to monopolize. A telephone company, in particular, is susceptible to antitrust claims if it tries to use its dominant position in the local telephone service market to impair competition for other services.

The antitrust laws of the United States are very complex and these are only general guidelines. You should be aware that our antitrust laws may apply to certain international agreements. In some cases, the antitrust laws of foreign countries may apply to us. Sprint's policy is to comply with the laws of all countries in which we do business.

If you have any questions or think you have an antitrust issue, either refer to Sprint's antitrust manual, "Working within the Antitrust Laws," or contact your Law Department.

BRIBES, KICKBACKS AND OTHER IMPROPER PAYMENTS

Bribes, kickbacks, payoffs or other unusual or improper payments to obtain or keep business are unethical, illegal and strictly forbidden. You are not permitted to make or authorize any offer, payment, promise or gift that is intended or appears to influence a business relationship with Sprint. If you receive any such offer, payment, promise or gift, you must report it to your supervisor.

CUSTOMER WRONGDOING

As a common carrier, we are generally obligated to provide telecommunications services to all customers regardless of the content of their messages. However, if we believe that a customer is using our service for an unlawful purpose, such as to defraud, we may have an obligation to terminate that customer's service. This is particularly true if we are providing unregulated billing and collection or other optional services. If you suspect a customer is using Sprint's services for an unlawful purpose, please contact your Law Department immediately.

FEDERAL GOVERNMENT CONTRACTS

- Complete and Accurate Records
- Pricing, Billing and Contracting
- Labor and Material Costs
- Gifts and Entertainment
- Materials, Supplies, Equipment and Services
- Marketing and Selling
- Employment/Recruitment

- Control, Testing and Safety

The United States government is an important and valued customer of Sprint. Since we do business with the federal government, we must follow certain laws and regulations that have been established to protect the public interest. They are applicable to Sprint whether the work is being done under a prime contract or a subcontract.

Listed below are some of the basic rules that you must follow when dealing with federal government contracts and officials. In addition, there may be other federal laws or regulatory commission rules to be observed. Questions concerning these matters should be directed to your Law Department.

Complete and Accurate Records

Do not expose both yourself and Sprint to civil and criminal liabilities by making false claims or misleading statements in any Sprint correspondence, reports, books or records.

Pricing, Billing and Contracting

If you are involved in government contract pricing, billing or contracting, you must:

- Understand and follow all applicable procurement regulations;
- Observe the government Cost Accounting Standards and Cost Principles;
- Comply with the Truth in Negotiations Act so that our prices are clear, concise and presented understandably to the customer;
- Make sure invoices accurately reveal the products and services rendered and the actual price and terms of the sale.

Labor and Material Costs

You must authorize, document and record labor and material costs to the proper work order or cost centers. You must not allocate costs contrary to contract provisions. This would include improper entries on work reports and incorrect charging of labor hours, charging of unsupported overhead costs and inaccurately classifying costs or shifting costs between contracts and projects.

Gifts and Entertainment

As a general rule, you must not give gifts, entertainment or meals to federal government employees. Under no circumstances should you offer or give anything of value to a federal government employee or representative to try to influence the judgment of that person in favor of Sprint. If you wish to invite a federal government employee to a reception, user conference or other large open affair, you must submit the name of the event and the list of invited guests to the chief executive of

GSD for approval. You must also then obtain the prior written approval of the Designated Agency Ethics Official (DAEO).

You are also prohibited from accepting anything of value from Sprint suppliers, subcontractors or their employees, if it is offered to you for the purpose of obtaining or rewarding favorable treatment. If you believe someone has violated this provision, you should contact your supervisor or the Chief Ethics Officer.

Materials, Supplies, Equipment and Services

You should always try to purchase materials, supplies, equipment and services from qualified suppliers at the lowest possible cost, keeping in mind the requirements of quality, performance and schedule. Suppliers and consultant services must be authorized by properly approved statements of work that clearly identify the work to be performed.

Marketing and Selling

Sprint's goal is to provide its customers with the highest quality products and services at the best possible price. However, Sprint will not authorize any unethical or illegal activity in order to obtain business. It is your responsibility to understand the customer's needs and to satisfy those needs by submitting realistic proposals on price, performance and schedule.

Employment/Recruitment

During any federal agency procurement of property or services, you must not offer or promise any future employment or business opportunity to any procurement official. You must not even discuss such matters with a procurement official, either directly or indirectly. These rules also apply to representatives, agents and consultants of Sprint.

Certain restrictions apply to hiring or retaining any former military or civilian government employee or consultant. If you have hired or plan to hire a former government employee, you should seek advice from your Law Department regarding what types of work the employee can perform and what other limitations might apply to the employment. Similarly, former government employees who work for Sprint may direct any questions concerning legal restraints on their activities to the Chief Ethics Officer.

Control, Testing and Safety

Sprint employees are often required to certify compliance with quality control specifications and safety or testing requirements. Failure to conduct required testing or misrepresentation of test procedures or data is a violation of Sprint policy.

INSIDE INFORMATION

As an employee, you may learn information about Sprint that is not generally known to the public and that could affect someone's decision to buy, sell or hold Sprint stock. This information might be

about trade secrets, business plans, marketing and sales programs, audits, dividend changes, earnings estimates or other confidential or proprietary information that could affect Sprint financially. This is known as "material inside information."

You must hold this information in strictest confidence. You must not buy or sell Sprint stock, including stock options, until this information has been publicly disclosed. You also must not buy or sell stock or stock options of another company if you know undisclosed information that would substantially affect that company's stock. You also must not tell others about the information or give them any inside "tips." If you do any of these things, it is a violation of federal law and you could be subject to civil or criminal penalties.

INTERNATIONAL BUSINESS

You are expected to obey the laws and respect the customs of all the countries in which we transact business. If the laws do not address a particular situation or they are unclear or conflicting, consult your Law Department.

You also must comply with the Foreign Corrupt Practices Act, which makes it illegal to offer or give a bribe to a foreign official with the intent to corruptly influence his or her acts or decisions.

The law also makes it illegal for Sprint and its employees to participate in an unsanctioned boycott or restrictive trade practice. If you are asked to participate in such an activity, you should notify your Law Department immediately.

POLITICAL CONTRIBUTIONS AND ACTIVITIES

- Corporate Contributions
- Employee Political Participation
- Political Action Committees

Corporate Contributions

Federal law and the laws of many states forbid companies from making contributions of money, goods or services to political candidates (except for contributions made by a political action committee, as discussed below). You may not make any contribution for Sprint or use Sprint's name, funds, property or services for the support of political parties or candidates unless the contribution is permitted by law and authorized by the company. Only your specific company's chief external affairs or government relations officer may authorize a company contribution.

Employee Political Participation

Sprint encourages employees to personally participate in the political process, by voting or otherwise being involved in political activity. Sprint will never require or expect you to express a political view that is contrary to your personal view. However, you should also be careful not to create the impression that you are speaking or acting on behalf of Sprint when you express a personal political opinion.

Political Action Committees

Sprint sponsors an employee Political Action Committee (PAC) called SprintPAC for eligible employees. Employee contributions to a PAC are personal, political contributions and entirely voluntary. It is unlawful and contrary to company policy to exert pressure or offer improper inducements to encourage such contributions by employees.

ATTACHMENT 2

GENERAL INFORMATION FOR IDENTIFYING BUSINESS PROCESSES

AGREEMENT ORDER used by LDD:

DESIGNATED WORK BY AGREEMENT ORDER. Sprint will issue a written Purchase Order to Contractor that will include

- 1.2.1. Deliver or work performance location;
- 1.2.2. Invoicing Instructions;
- 1.2.3. Incorporation of the terms of the Agreement;
- 1.2.4. The Agreement number set forth in the upper right-hand corner of this Agreement;
- 1.2.5. Time Schedule for completion of Designated Work
- 1.2.6. Purchase Orders may require Designated Work on railroad right-of-way, or other entities granting right-of-way (collectively "Right-of-Way Entities").

SCOPE OF DESIGNATED WORK

SCHEDULES used by LTD:

DESIGNATED WORK BY SCHEDULES. The Contractor will observe the conditions of "Instructions to Bidders"; in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to the Contractor by Sprint. Such work items, labor and/or equipment will be referred to collectively herein as the "Designated Work". Work items are describe and defined in the Exhibits. The term "Schedules" will mean work drawings which specify the items of work authorized to be performed hereunder. Such term will also include verbal Schedules given to the Contractor for the purpose of emergency restoration, which Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in the Exhibits or on specific Bid Sheets where specific work items are not specified.

The following paragraphs set forth below pertains to Optional Sprint LDD Processes only:

RATES

Rates. Sprint will pay Contractor in accordance with the following billing rate: Exhibit B-7

REIMBURSEMENTS

Reimbursement. Contractor will be reimbursed for travel, living, and other expenses authorized by Sprint in the Purchase Order at reasonable and actual costs. Travel and living expenses will not be reimbursed unless they are in conformance with Sprint's travel reimbursement policies.

All travel which is to be reimbursed by Sprint should be booked as coach or economy only through Sprint Business Travel Center by calling (800) 347-2639. When making travel arrangements, please acknowledge that you are a Contractor for Sprint. Booking through Sprint Business Travel Center will allow for least cost to Sprint. The passenger flight coupon and travel itinerary must be attached to the Contractor's expense report.

Contractor's travel (coach and economy class only) expenditures should be appropriate to Sprint's business undertaken, and reasonable in the judgment of both Sprint and the Contractor. For reimbursement, Contractor must submit original receipts greater than \$15 for meals (tear tab receipts are not accepted); however, hotel, car rental, fuel for rental cars require receipts regardless of the amount. Contractor will be reimbursed for use of a personal vehicle for business purposes at the current rate (based on current IRS regulations) in effect, plus parking and toll fees. Contractor will utilize reasonable parking facilities and rates. Parking receipts are required for reimbursement of \$15 or more.

IVOICING FOR LDD:

Invoicing and Payment. Purchase Orders will state specific invoicing instructions. Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and;
- 3 Make reference to this Agreement and Purchase Order Number.

Invoices must be sent in accordance with the invoicing instructions provided with the Purchase Order. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Purchase Order, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

INVOICING FOR LTD:

Contractor agrees to complete a Labor/Material Reporting Form ("LMR"), furnished by Sprint upon completion of any Schedules. LMRs will be submitted to Sprint Affiliate as designated on the applicable Schedules for completed Designated Work only and will be paid in full within thirty (30) days of Sprint approval.

Contractor will submit all LMRs to Sprint Affiliate designated on the applicable Schedules for Sprint's approval within five (5) working days of performance. LMRs submitted for approval that exceed five (5) working days, will be paid at Sprint's sole discretion. LMRs submitted for approval for the first time, which exceeds ninety (90) calendar days after performance, will not be paid.

Invoicing and Payment. Work Activities will state specific invoicing instructions.

Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and
- 3 Make reference to this Agreement and Work Activities Number.

Invoices must be sent in accordance with the invoicing instructions provided with the Work Activity. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Work Activity, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

ELECTRONIC IVOICING FOR LDD & LTD:

Electronic invoicing is a process used by contract service supplier to submit invoices for hourly, unit, and bid work activities. Access to the Sprint electronic invoicing system is through the Internet. Electronic invoicing is primarily used by the Local Telecommunications Division; however, all of Sprint divisions are expected to implement this process in 1999. Contract service suppliers are required to furnish the necessary hardware, software, and employee training for electronic invoicing.

ATTACHMENT 3

LOCAL CONTRACT ADMINISTRATORS' DIRECTORY LISTINGS FOR LDD AND LTD
LDD CONSTRUCTION ADMINISTRATORS

WEST

John Repp-- Midwest
2511 E GRAUWYLER
IRVING, TX 75061-3410
MAILSTOP: TXIVGE0101
Telephone: 972-405-1848
Fax: 972-405-1797

Robert Goodman - Northwest
4210 E. FOURTH PLAIN BLVD
VANCOUVER, WA 98661-5650
MAILSTOP: WAVANB0101
Telephone: 360-993-2040
Fax: 800-879-8956

Richard Green - Southwest
1850 GATEWAY DRIVE
SAN MATEO, CA 94404
MAILSTOP: CASMAA0405
Telephone: 650-513-2538
Fax: 650-513-2526

EAST

Jim Carrol – Northeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2311
Fax: 800-215-4252

Robert Meagher – Great Lakes
5600 N. RIVER ROAD
SUITE 900
ROSEMONT, IL 60018
MAILSTOP: ILROSA0504
Telephone: 800-896-3023
Fax: 847-318-3199

Tom Taylor – Southeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2364
Fax: 800-215-4252

SUPPLY CHAIN MANAGEMENT

Fernando Jordan
903 E. 104TH STREET
KANSAS CITY, MO 64131
MAILSTOP: MOKCMW0801
Telephone: 816-854-7693
Fax: 816-854-7022

FIBER OPERATIONS

Robert Rowin
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2335
Fax: 800-215-4252

LOCAL DIVISION

Western Operations

Cathy Neill Chambers
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-2214
Fax: 913-791-2315

Martenis Tyiska
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-4869
Fax: n/a

North Central Operations

Cornie M. Miller
1201 WALNUT BOTTOM ROAD
BUILDING C
CARLISLE, PA 17013-0905
MAILSTOP: PACARC0216
Telephone: 717-245-6573
Fax: n/a

Deborah K. Williams
665 LEXINGTON AVE.
MANSFIELD, OH 44907
MAILSTOP: OHMANB0204
Telephone: 419-755-8708
Fax: n/a

Mid Atlantic Operations

Gary H. Martin
2211 HYDRAULIC RD.
CHARLOTTESVILLE, VA 22901
MAILSTOP: VACHRF0204
Telephone: 804-971-2729
Fax: n/a

Southern Operations

Johnny R. North
555 LAKE BORDER DRIVE
1ST FLOOR SOUTH
APOPKA, FL 32703
MAILSTOP: FLAPKA0311
Telephone: 407-889-6767
Fax: n/a

Nevada Operations

Dawn Davidson
330 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89107
MAILSTOP: NVLSVB0113
Telephone: 702-244-7028
Fax: 702-244-6113

ATTACHMENT 4

GENERAL SAFETY REQUIREMENTS FOR SPRINT EMPLOYEES AND AGENTS

Safety rules cannot be all inclusive. Workers must refrain from unsafe and improper practices including both the violation of written rules and regulations and the violation of unwritten rules of common sense.

Contractor Note: Work in the proximity of a railroad track is extremely dangerous. Sprint will rigorously enforce safety requirements, and any other requirements for safety deemed necessary by the railroad or any other agency. Should violations by the Contractor or his agents force the shutting down of Work in progress, all costs resulting from said stoppage will be for Contractor's sole obligation and at Contractor's sole expense.

1. Should any employee or agent of Sprint suffer a personal injury while on Owner's property, details of that injury must be submitted promptly to the Director-Outside Plant Engineering and Construction or Project Engineer. Federal regulations require the railroad to report all such incidents that occur on Owner's property. A copy of the report is to be submitted to Sprint, Materials and Services Management, 903 E. 104th Street, P.O. Box 8490, Kansas City, Missouri 64114-0490.
2. Workers must not use, or be under the influence of, intoxicants, drugs, or any substance which may impair senses of alertness.
3. Scuffling, horseplay, practical jokes, and all conduct of a similar nature, are prohibited.
4. Profane, indecent, or abusive language by workers is prohibited.
5. Good housekeeping is of the utmost importance in the prevention of accidents and fires. Workers must keep that part of the property that is their responsibility in a neat and orderly condition. Clean-up will be conducted on a daily basis.
6. Throwing waste, garbage, bottles, refuse, or other such materials on railroad property, or disposing of such at other than designated locations, is prohibited. Each Contractor will provide several refuse containers at the work site, which will be dumped on a daily basis.
7. In all cases, established routes in and about the property must be used.
8. Workers are warned that trains, locomotives, or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. All employees will become familiar with and be capable of recognizing railroad equipment (switchboxes, lights) adjacent to the tracks.
9. Walking, stepping, or standing on rail, frog, switch, interlocking machinery or connections, or sitting on any part of track structure, except in performance of duty, is prohibited. (Note: The term "track structure" means the space between the rails and within three feet outside the rails, unless otherwise specified.)
10. Workers must not cross tracks by going underneath cars.
11. Workers must not cross tracks by crossing over between cars that are coupled together.

12. Workers must keep a 30' distance from passing trains' locomotives, or as far as possible, to avoid injury from falling objects or projections on the equipment.
13. Objects which constitute a slipping or tripping hazard must not be left in walking areas.
14. Color selection in clothes and equipment is critical. Some colors like green, orange, red, or yellow may be prohibited on the railroad right-of-way while other railroad right-of-ways may require the wearing of a particular color. Workers must not wear or use anything which impairs vision or hearing. Individual radios, such as Sony Walkmans or the like, are prohibited.
15. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of, a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Sprint Project Engineer prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
16. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when view or vision is limited or when noisy equipment is in use. A warning type signal shall be used by a designated person to warn workers of approaching trains or equipment. Portable air horns will be used.
17. All power line wires must be considered dangerous, and of high voltage, unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10'. For lines rated over 50KV, minimum clearance between the line and any part of equipment or load shall be 10' plus 0.4" for each 1KV over 50KV. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for operator to maintain the desired clearance by visual means.
18. Machines will be operated across tracks only at established grade crossings. If necessary to do so at any other location, it may be done only with permission of Sprint under the supervision of the Railroad Chief Engineer or his representative on site.
19. Any work within 20' of rail without consideration to height must be stopped in the clear when trains are approaching. The machine operator and workers must stand back at least 30' from the track. If the 30' distance cannot be attained, workers must clear the tracks as far as possible.
20. Machines must not be left unattended with the engine running. If a machine is left unattended, it must be in gear, with brakes set, and if equipped with blade, pan or bucket, it must be lowered to the ground.
21. All machinery and equipment left on right-of-way unattended must be left inoperable and secured against movement.
22. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier placed around the opening, i.e., fence.

23. No machinery or equipment can be stored, or left temporarily, near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, Contractor, with concurrence of the Project Manager, will establish a set storage area.
24. Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices must not be laid across rails that could shunt this electrical current. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
25. Cutting or knocking down trees, or moving rocks and other materials, that might fall on the track structure or on communications or power lines, is prohibited unless with the approval and supervision of the Railroad Chief Engineer or his representative. All trees will be removed in such a manner as to fall away from tracks, whenever possible.
26. Workers must not create and leave any condition at the work site that would interfere with water drainage.
27. Workers must not make any move toward an approaching train with machinery that would cause the engineer to believe that the track is going to be fouled.
28. Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
29. Workers must not take refuge from rain, heat, etc., under cars or other rail equipment.
30. Workers must not attempt to catch onto, or ride, moving trains or other rail equipment even though it is moving slowly.
31. Upon entering the work site, hard hats and leather shoes are required. Tennis shoes are not permitted. Other appropriate safety equipment (glasses, goggles, gloves, safety toe shoes, side shields) must be worn when OSHA or other railroad regulations apply.
32. Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan submitted to and approved by the Sprint Project Manager prior to beginning work in these areas. When work is being done in tunnels, specific requirements must be met and be under the railroad's supervision.
33. In cases of emergency, it may be necessary for Sprint employees or its agents to flag and stop approaching trains. Flagging equipment should consist of red fuses and/or red flags.
34. When emergency flagging is necessary, workers should protect against trains moving in both directions.
35. When required to perform emergency flagging, workers must understand that a great distance is required in which to stop a moving train. The flagperson must be at least 1.5 miles from the point being protected in order to provide minimum distance for the engineer to stop the train. A stop signal is given by swinging the lighted fuse or red flag at right angle to the track, but the engineer will recognize the stop signal if given violently in any manner from a point near the track. Workers, when giving a stop signal, must not stand on or within fouling distance of the track, as normally the

engineer will not have the required stopping distance to stop short of the point where the signal is being given.

36. When an emergency exists, the Railroad Chief Engineer, or his representative on site, must be notified immediately. Each person in charge of a work party must receive instruction from the Railroad Chief Engineer or his representative concerning the emergency use.
37. Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that, in cases of emergencies, the exact location may be given to the railroad personnel.
38. Prior to starting work, each crew will have available on site a list of emergency numbers (ambulance, police) to contact when necessary.
39. Each crew will possess and maintain, at each work site, a first-aid kit. (36 unit minimum, with snake bite kit mandatory.)
40. Workers are not permitted within railroad buildings (offices, stations), unless they are on official business relating to the project.
41. Unless approved by Sprint personnel, Contractor will work daylight hours only.
42. Contact the Sprint Field Representative if any hazard is noticed on passing trains. Note the time and direction of the train.
43. On double main tracks: walk facing traffic; clear both tracks when a train approaches, keeping a minimum of 15' from the tracks.
44. Do not wave violently, this is a distress signal.
45. High frequency radios (not CBs) shall be used by all crews for emergency communications between crews.
46. Open fires or fires in barrels are not allowed on railroad property.

IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

PERSONAL PROTECTIVE EQUIPMENT

1. Long pants, shirts, and full leather shoes must be worn at all times. Shorts, cutoffs shirts, and tennis shoes are not permitted. (Safety-toe footwear may be required, if required by right-of-way owner)
2. Safety glasses and goggles must be available for each worker and worn under the following circumstances:
 - A. When working in close proximity to a trenching machine.

- B. When using any air-powered or hand-held impact tool.
 - C. Drilling operations.
 - D. All other operations hazardous to the eyes. (OSHA 1926.102)
 - E. As required by railroad.
3. Workers wearing prescription glasses must wear goggles when performing any of the aforementioned duties. Prescriptions must meet ANSI/OSHA requirements for safety glasses.

All personnel are required to wear approved laser safety eyewear while working on or in close proximity to Sprint optical fibers that are not intact, properly terminated or disconnected from its associated equipment or bulkhead termination point whenever it cannot be conclusively or positively verified that optical line amplifiers are de-energized. This would include the operations of using a fiber scope. The above rule is to minimize the threat of eye injury from potentially injurious light levels.

Filter specifications include:

Filters should be made of mineral glass that provide a minimum optical density (O.D.) of 3 or greater from 1,064 to 2,100 nanometers wavelength protection. The visible light transmission (TLV) should be 80% or greater and provide true color recognition. The manufacturer should provide information as to the irradiance factor the filter will withstand for a specified time frame (ANSI Z136.1 for the safe use of lasers recommends 10 seconds). The laser eyewear must be permanently marked with the optical density and corresponding wavelength according to ANSI Z136.1.

- 4. Hard hats will be worn at all times when a worker enters the site. All hard hats will have the name of the worker's company on the front of the hat. The worker's name will appear on the back of the hat. Each company will provide hard hats of a uniform color, for security reasons, to each worker.
- 5. Safety gloves will be on site, in sufficient numbers, and worn by workers when needed. (OSHA 1926.28)
- 6. Disposable respirators will be available to and worn by workers whenever conditions (dust storms, pungent odors) exist that warrant their use. (OSHA 1926.103)
- 7. While working over water, each worker must be provided with and must wear an approved life jacket. (OSHA 1926.106)
- 8. Workers will be provided with and wear hearing protection where the average noise level exceeds 90 decibels (dB) for an 8 hour period. Persons working air tools, compressors, or the like enter this category. (OSHA 1926.101)
- 9. Drinking water and cups will be provided for all workers. (OSHA 1926.141)

FIRE PROTECTION (OSHA 1926.24)

- 1. Each Contractor is required to have, on site, a sufficient number of fire extinguishers. Each worker is to be trained by the employer in their use.
- 2. All vehicles and motorized equipment are to be equipped with a fire extinguisher.

3. Flammable liquids are to be stored in approved containers and away from work operations.
4. A list of local fire department phone numbers is to be kept on site and readily available in the event a fire cannot be handled by the employees.
5. A written report of all fire incidents will be completed and forwarded to Sprint, Materials and Services Management, 903 E. 104th Street, P. O. Box 8490, Kansas City, Missouri 64114-0490.

ON OR ABOUT TRACKS

1. The foreman in charge of gangs is responsible for the safety of the workers.
2. Workers must be warned of approaching trains. Extra protection must be taken while working in multiple track territory, when view or vision is limited, or when motorized equipment is in use.
3. An air horn must be used to warn workers of approaching trains.
4. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of the tracks, proper protection of railroad property, personnel, and construction personnel must be afforded.
5. Workers must avoid contact between hands and face, arms, or other parts of the body when handling creosoted materials.
6. Tools or work materials must not be left in close proximity to tracks.
7. Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
8. Construction vehicles will not be left unattended in close proximity to the tracks or in such a manner as to impair the vision of workers working near the tracks.
9. Walking on, or even being on the tracks except in the direct line of duty, is prohibited. If it is necessary to cross railroad tracks, look both ways, and remain at least 25' from stationary rail cars.
10. Sitting, walking, stepping, or resting feet on rails, frogs, or switches is prohibited.
11. Workers working in tunnels will leave the tunnel when trains approach.
12. Construction workers are prohibited from tampering with switches, electrical boxes, frogs, or grease boxes unless it is necessary for work operation and only in the presence of an authorized railroad worker.

COMPRESSED GAS AND COMPRESSED AIR EQUIPMENT (OSHA 1910.SUBPART M)

1. Each employer shall determine that compressed gas cylinders are in safe operating order.
2. Storage of flammable gas and oxygen cylinders together when not in use is prohibited.

3. Gas cylinders shall be secured in an upright position at all times.
4. All cylinders shall be checked for rust, corrosion and cracks that affect the operating integrity of the cylinders on a daily basis.
5. Any cylinder will be rejected and taken out of use when dented.
6. Valve leaks will be cause for immediate rejection of cylinders.
7. All compressed air/gas equipment shall be equipped with a working pressure indicator gauge. No valve of any type shall be placed between the air/gas receiver and its gauges.
8. Gauges and valves will be mounted in such a manner so that they cannot readily be rendered inoperable.

MANHOLES, SEWERS, EXCAVATION AND TRENCHING (OSHA 1926.650-653)

1. The soil at the excavation site must be classified by a "competent person" in accordance with provisions of the OSHA Standard.
2. To be a "competent person" under the OSHA standard, a person must have had training in, and be knowledgeable about soil analysis, the use of protective systems, and the requirements of the OSHA standard. The "competent person" must be at the site of the excavation work. A competent person, as described by OSHA, shall inspect each excavation daily. If evidence of cave-in or other hazards are apparent, all work in the excavation must stop until necessary precautions have been taken.
3. A pre-construction (Box) shoring system must be used when trenches or excavations are 5' or more in depth.
4. Trenches or excavations less than 5' in depth shall be equipped with a pre-constructed (Box) shoring system when inspection of the ground indicates unstable soil such as sand or silt, regardless of depth.
5. The following items apply to any construction on Burlington Northern Railroad Right-of Way:
 - A. Any reference in the Sprint Safety Rules to trenches and excavations which require a trench box at five (5) feet shall be changed to four (4) feet or more. This provision is more stringent than the Sprint and Federal OSHA standard (1926.650-1926.653) on excavations, trenching and shoring.
 - B. Material or Obstructions Distance. At the end of each work day all machines, obstructions, supplies, tools, etc., must be removed at least fifteen (15) feet from the end of the tie of any railroad track.
 - C. The signal rules and hand signals contained in this Exhibit do not apply to Burlington Northern Right-of-Way and are not to be used.
6. The 5' trench or excavation depth shoring requirement shall be changed to 4' or more for all trenches and excavations in state OSHA plans or Right-of-Way owners stipulating the 4' shoring requirement.

7. The Contractor is required to present to Sprint, prior to the start of construction, a detailed drawing of the shoring system or manufacturer's cutsheet. Said drawing or cut sheet shall contain certification from a registered professional engineer licensed for the state in which the shoring box will be used. The certification will verify that the shoring box meets or exceeds the requirements of the Occupational Safety & Health Act (OSHA) and/or any approved state plan, whichever is applicable.
8. The Contractor shall not "slope," "step," "bench" or otherwise "layback" the earth of any trench or excavation in lieu of the requirement for a pre-constructed shoring system except when approved by Sprint's project manager for emergency restoration.
9. The Contractor may slope when digging out the plow chute if there is sufficient area to do so. If the area precludes sloping and sloping/shoring is required by OSHA, a modified pre-constructed shoring (Box) system shall be used.
10. The Contractor's pre-constructed shoring system shall be at least equal to the depth of the trench or excavation it is placed in.
11. A pre-constructed shoring system shall be available at each work site where sloping/shoring could be expected.
12. Ladders for ingress and egress will be placed within 25' of lateral travel when depth of a trench exceeds 4'.
13. Excess soil and any other material will be placed a minimum of 2' from the trench.
14. All excavations, no matter the depth, will require a pre-constructed shoring system where there is any danger to the track structure.
15. No excavation will be left uncovered or unprotected overnight.
16. Holes or trenches about the railroad track must be guarded and protected when not being worked on.
17. Excavations, trenches, or pits adjacent to public roads will be physically protected and denoted by flashing highway barriers when not in use.
18. All excavations will be backfilled as soon as possible.
19. Before excavating, it must be ascertained by the Contractor if there are underground electric wires, cables, pipe lines, etc., in the vicinity.
20. If obstructions are encountered that do not appear on drawings, the Sprint inspector must be notified before continuing excavation operations.
21. Jumping over pits is prohibited.
22. Excavations will be inspected after each rainstorm for protection against slides or collapse.

23. Diversion ditches, dikes, or pumps shall be used to prevent surface water from entering an excavation. Water will not be permitted to accumulate in an excavation.
24. Confined space entries will be performed in accordance with the OSHA standards within 29CFR 1910.268 dealing with telecommunications work.
25. Smoking or flames in manhole or sewer line are prohibited.
26. Operations of any internal combustion engine in a manhole are prohibited.

CUTTING OR TRIMMING TREES

1. When trimming trees, ladders will be used when practicable.
2. *If climbers are necessary, extreme care and necessary safety precautions must be exercised.*
3. When cutting down trees, sufficient rope must be used to fell the tree in the desired direction.
4. Care must be exercised to prevent coming in contact with wires running through trees.
5. Precautions must be taken when trimming a tree, either from a ladder or when using climbers, to see that a cut off limb does not kick back or drop so as to do injury to the operator or helpers. It is best to "safety off" as high as practical above the work. Never "safety off" below a heavy limb that is being cut.
6. Do not throw any object to or from workers in trees. Hand lines will be used to transport all tools.
7. All felled trees or limbs will be clearly and properly disposed of immediately.

TRAFFIC CONTROL (DOT - Work Zone Traffic Control, Standards and Guidelines)

1. **Fall Protection.** All personnel on railroad rights-of-way must receive training on fall protection before working in conditions that could lead to a "fall" accident. Specific fall hazards would include working from railroad bridges or similar structures.
2. All applicable local, county, state and federal regulations applicable to traffic control shall be followed.
3. All signs shall be orange and alert the flow of traffic well in advance.
4. The size and spacing of signs shall be based on the speed and volume of traffic.
5. Minimum cone size shall be 18" in height.
6. Flag persons shall be used where work operations encroach on the roadway or where required by permit regulations.

7. Orange vests shall be worn by employees working on or near the roadway, or where required by local, county, or state regulations.
8. Traffic controls must remain relevant to moving construction operations.

VEHICLES

1. All vehicles will be clearly identified with Contractor's company name when on the railroad right-of-way.
2. Unless loading or unloading, trucks will be as far from the track right-of-way as possible.
3. Trucks and equipment will be parked in such a manner so as not to impair vision from public roads or track right-of-way.
4. The speed limit on the right-of-way will not exceed five miles per hour.
5. Only licensed drivers will operate trucks or equipment along the right-of-way.
6. All vehicle accidents resulting in damage to railroad property will be reported immediately to the railroad chief.

TUNNEL CONSTRUCTION PROCEDURES

The following procedures cover pipe strapping, pipe and cable placement in railroad tunnels on Sprint construction projects. The procedures will be strictly adhered to on all Sprint projects involving tunnel work.

1. The Contractor shall ensure that all equipment is approved for underground work and environmental tests are conducted by competent personnel who are familiar with the testing equipment and are able to evaluate and interpret the test results.
2. The Contractor shall conduct a pre-job safety meeting with the Sprint Project Manager and railroad representative and any regulatory agencies to outline safety precautions which will be taken in tunnel operations. The Contractor shall notify Sprint 30 days prior to scheduled work in any tunnel and arrange a mutually-agreeable meeting time to review these precautions and minimum safety procedures. In this meeting the Contractor will outline their plan for compliance with written procedures of tests, equipment, and qualifications of the person making the environmental tests. Sprint will approve the procedures for compliance with the items listed below.
3. The Contractor will conduct a tailgate meeting with employees to inform them of safety and work procedures required in the tunnel prior to commencing work.
4. At least one work person shall be stationed outside each end of the tunnel to watch for oncoming trains. The worker's duties shall not be such that they would be unable to secure aid for those in the tunnel in the event of an emergency by prearranged communications methods.
5. The work operation shall have lighting of a sufficient level to illuminate the work area in the tunnel.

6. All internal combustion engines used inside shall be diesel. Each engine shall have a scrubber on the exhaust system.
7. Prior to the daily work and at regular intervals throughout the work shift, the Contractor will ensure that each environmental test is taken at a location not less than 12" from the roof and one not less than 12" from the digging operation.

The following tests shall be required:

- A. Tests for flammable and combustible gases shall be taken four (4) times during the shift while working in the tunnel. (Example: in an 8 hour day, every 2 hours.) Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- B. Oxygen level tests shall be taken four (4) times during the shift while working in the tunnel. The oxygen level shall not be less than 20% by volume. Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- C. Tests for concentrations of carbon monoxide and nitrogen dioxide shall be measured four (4) times each shift while in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day. The acceptable levels are 5 PPM for nitrogen dioxides and 50 PPM for carbon monoxide levels.

Personal monitor badges for each gas are also acceptable for each employee in lieu of grab samples of carbon monoxide and nitrogen dioxide. These badges must be changed each day.

- D. Tests for ventilation shall be taken with a velometer to ensure a lineal flow rate through the tunnel of not less than 60 feet per minute. These tests shall be conducted four (4) times each shift in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day.

If minimum flow rates cannot be achieved at any time during the work shift, administrative controls (leaving the tunnel) or engineering controls (mechanical ventilation) must be implemented.

NOTE: Often there are changes in the direction of air in tunnels due to temperature inversions at a given point during the day. The Contractor should be aware of these changes in direction and prepare to implement controls until airflow rates return to minimum levels.

8. Adequate water supply and toilet facilities shall be available on site.
9. Emergency communications for remote tunnel work shall be in effect. It shall include a minimum of two employees trained in first aid, a 36 unit first aid kit, back board or stretcher, and a plan to remove injured employees from the jobsite and contact emergency personnel. The communications with the railroad dispatcher shall be clear so emergency conditions may be reported.
10. No smoking or open flames are allowed in tunnels.
11. The use of volatile solvents (flash point below 100 degree F) or gasoline underground is prohibited.

The above requirements are considered minimum and shall be superseded by any state OSHA plan which is more stringent or has additional requirements.

SIGNAL RULES

1. Timetables

- A. It is the responsibility of each foreperson to obtain from a railroad personnel, a train schedule for the day.
- B. Not more than two (2) times are given for a train at any station; where one is given, it is the leaving time; where two are given, they are the arriving and leaving times.
- C. The following letters in the timetables indicate:

L	- Leave
A	- Arrive
S	- Regular Stop
F	- Flag Stop
T	- Train Order Officer
P	- Siding
PN	- Northward Siding
PS	- Southward Siding
PE	- Eastward Siding
PW	- Westward Siding
CP	- Center Siding
Sig. S	- Signaled Sidings of a Capacity in Excess of 250 Cars
X	- Railroad Crossing
Y	- Wye Track
O	- Track Scales
N	- North
S	- South
E	- East
W	- West

HAND SIGNALS

Fuses must not be placed where fire may be communicated to platforms, bridges, or buildings. Special attention must be given in areas where there are trees, brush, or grass along the right-of-way.

HAND SIGNALS FOR TRAIN AND ENGINE MOVEMENTS (With Hand, Flag, or Light)

Manner of Using	Indication
(a) Swung across the track	Stop
(b) Hung horizontally at arm's length when train is moving	Reduce speed
(c) Raised and lowered vertically	Proceed
(d) Swung vertically in a circle at right angle to the track	Back
(e) Swung horizontally above the head when train is standing	Apply air brakes
(f) Held at arm's length above the head when the train is standing	Release air brakes
(g) Any object waved violently by anyone on or near the track	Stop

Signals must be given from a point where they may be plainly seen and in such a way that they cannot be misunderstood. If there is doubt as to the meaning of a signal, or for whom it is intended, it must be regarded as a stop signal and not further acted upon until fully understood. Except as provided by radio rules, when backing or shoving a train, engine, or cars, the disappearance from view of employee giving signals, or light by which signals are given, must be construed as a stop signal. When practicable, hand signals will be used in lieu of radio.

OPERATIONS AND MAINTENANCE SAFETY PROCEDURES REQUIRED ON THE RIGHT-OF-WAY

The following procedures shall be required when routing or repairing fiber optic facilities or cable on the right-of-way of a railroad, unless superseded by the railroad in writing.

- 1) A supervisor, dispatcher or employee must notify the railroad at least one day prior to work on the right-of-way.
- 2) A geographic (mile post) starting point and stopping point must be given.
- 3) The railroad will inform Sprint if a flagperson is required after a description of the work operation is given.
- 4) All employees or contractors must have a copy of the Railroad Safety Card on their person while on the right-of-way.
- 5) All railroad/Sprint safety rules must be followed.

Any deviations from the above procedures may result in removal from the right-of-way.

Emergency Conditions - In the event emergency restoration of service is required, prior coordination and procedures established with each railroad should be followed

ORIGINAL

Agreement No. CM90138 BSI

**STRATEGIC SOURCING MASTER DESIGNATED WORK for CONSTRUCTION
AGREEMENT**

BETWEEN

SPRINT/UNITED MANAGEMENT COMPANY

AND

MASTEC NORTH AMERICA, INC.

This Strategic Sourcing Master Designated Work for Construction Agreement ("Agreement") effective April 1, 1999 ("Effective Date"), between Sprint/United Management Company doing business as Sprint, a Kansas corporation ("Sprint"), with offices located at 903 E 104th Street, Kansas City, Missouri 64131 and MASTEC North America, Inc., ("Contractor"), with offices located at 7221 Dr. Martin Luther King Jr. Blvd. E., Tampa, Florida 33619.

WITNESSETH:

WHEREAS, Sprint, may from time to time, desire to have certain work performed as specified in Exhibits and

WHEREAS, Contractor represents itself to be capable and willing to perform such work as and when requested:

NOW THEREFORE, Sprint and the Contractor, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. DESIGNATED WORK

- 1.1 The Contractor will observe the conditions of Exhibit A-1 "Instruction to Bidders", in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to the Contractor by Sprint. Such work items, labor, and/or equipment will be referred to collectively herein as the "Designated Work". Work items are described and defined in the Exhibits. The term "Schedules" will mean Work Activities or Purchase Orders and other appropriate work drawings that specify the items of work authorized to be performed hereunder. Schedules may require Designated Work on Rights-of-Way, or other entities granting rights-of-way (collectively "Right-of-Way Entities" or "facilities of others"). Such term will also include, subject to Articles 1.6 and 1.7, verbal Schedules given to the Contractor for the purpose of emergency restoration, that Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in Exhibit B or on specific Bid Sheets where specific work items are not specified in Exhibit B. The Contractor will furnish all labor, cartage, tools, implements, appliances, and motor vehicles required to fully perform all Designated Work.

DECLASSIFIED

- 1.2. Exhibits and Attachments. All Services will be performed in accordance with the

EXHIBIT A: SCOPE OF DESIGNATED WORK

EXHIBIT A-1: INSTRUCTION TO BIDDERS

EXHIBIT B: ITEM CODES/JOB DESCRIPTIONS/

PRICES/SCHEDULES/TOOLS/COST QUOTE

ATTACHMENTS

1. SPRINT'S CODE OF ETHICS

2. GENERAL INFORMATION ON BUSINESS PROCESSES

3. CONTRACT ADMINISTRATORS DIRECTORY LISTINGS

4. GENERAL SAFETY REQUIREMENT

- 1.3 Agreement not Authorization. This Agreement does not authorize or commit Sprint to any quantity or dollar amount of Designated Work. Contractor may not perform any Designated Work nor will Contractor receive compensation for Designated Work without a Schedule authorizing the Designated Work, signed by both Sprint and Contractor.

- 1.4 Right to Assign. Sprint retains the right to assign the type of work covered by this Agreement to other Contractors or to Sprint's employees in the same areas as assigned to the Contractor. Contractor must afford other Contractors reasonable opportunities for the performance of their Designated Work and cooperate and coordinate with all other Contractors.

1.5 Plans.

- 1.5.1 Sprint will furnish to Contractor copies of plans reasonably necessary for performance of the Designated Work. The plans will consist of any maps, drawings, specifications and written instruction describing and detailing the Designated Work and will constitute a part of this Agreement. Except as provided in Articles 1.5.2 and 1.5.3 of this Article, Contractor will perform the Designated Work in conformity with the plans and/or any additional written instructions or drawings furnished by Sprint.

- 1.5.2 Plans for Designated Work will be based on the best information available to Sprint at the time of its preparation. Sprint does not imply or expressly warrant the accuracy of such plans and will not be liable for damages resulting from variation between the plans and actual conditions revealed during the progress of the Designated Work.

- 1.5.3 Plans and work drawings may not reflect or accurately reflect aerial and underground power facilities, telephone facilities, pipelines and other public or private improvements located within or adjacent to the work area. This fact will not relieve Contractor of its responsibility to ascertain the existence, position and ownership of any such structures, which may be subject to damage by reason of its operations. Contractor will take every precaution to preserve and protect any such improvements and facilities from injury or damage. In the event of such damage or injury, Contractor will indemnify Sprint in accordance with Article 13 of this Agreement.
- 1.6 Changes. Authorized representatives of Sprint may change by modifying, deleting, or adding to the Designated Work previously authorized by Schedules or appropriate plans, drawings, specifications, or exhibits. All Designated Work under such changed Schedules will be executed under the conditions of this Agreement. Applicable forms in effect at the time of such changes will be utilized to authorize and reflect the changes. If Contractor believes the compensation should be modified as a result of a change made by Sprint or for any other reason, Contractor must give Sprint written notice of claim within 7 days after notice of Sprint's change. Contractor must include with its notice a detailed estimate of the effect on compensation and the Schedule. Contractor agrees to continue performance pending resolution of its claim. Contractor waives any claim not made by Contractor in accordance with this sub-article.
- 1.7 Oral Changes. Contractor will not comply with oral changes in the Designated Work received from Sprint unless Contractor deems that such changes will not affect the cost, time schedule or integrity of the Designated Work. If Contractor believes that any oral changes in the Designated Work may involve a change in the cost, time schedule or integrity of the Designated Work, Contractor must require that the change be given in writing and proceed under Article 1.6 of this Agreement.
- 1.8 Delays.
- 1.8.1 Completion Date. Completion of the Designated Work will be accomplished within the time frame established by Sprint.
- 1.8.2 Contractor will not be compensated by Sprint for time lost due to delays in completion of the Designated Work, unless such lost time is caused by Sprint's gross negligence. In the event of such compensable losses, Sprint will compensate Contractor for such actual losses in an amount to be determined by Sprint. Such a decision will be final and binding upon both parties.
- 1.8.3 Sprint will not be obligated to assign work to Contractor if, in the sole judgment of Sprint, Contractor is, for any reason, incapable of performing such work on a timely basis.

- 1.9 Failure or Refusals. If, in Sprint's sole discretion, the Contractor fails, refuses, or is incapable to supply sufficient suitable tools, equipment, materials or skilled workers to diligently and properly perform the Designated Work, Sprint, forty-eight (48) hours written or verbal notice, may take over all incomplete portions of the Designated Work, materials and appliances on the site, and complete or have completed the Designated Work. The Contractor will be liable for the cost of such completion and such cost will be deducted from any compensation due the Contractor from Sprint. Any such amount due Sprint from the Contractor will be immediately payable on completion of the Designated Work. Any compensation otherwise due the Contractor for the Designated Work over and above the cost for completion by or for Sprint will be paid to the Contractor by Sprint. The rights and remedies provided herein are not exclusive and are in addition to all other rights and remedies available to Sprint.
- 1.10 Inspections. Contractor's performance will represent its best efforts and be of the highest professional standards. Sprint may inspect Contractor's performance and Contractor will facilitate inspection. Sprint's inspection (or lack of inspection) will not be an acceptance of Designated Work, a waiver of any right or warranty, preclude Sprint from rejecting defective Designated Work or relieve Contractor of Contractor's obligations under this Agreement. Any work unacceptable to Sprint will be corrected immediately by Contractor at Contractor's sole cost and expense. Sprint's cost for subsequent tests or inspections of work subject to correction, will be billed to and paid for by Contractor.
- 1.11 The Contractor will designate, in writing, a "Contractor Supervisor" to Sprint's work center location (or such other location(s) as Sprint may designate), where the Contractor will be performing Designated Work under this Agreement. The Contractor Supervisor will serve as the single point of contact and will be available to take calls 7 days a week 24 hours a day for Sprint in all dealings with the Contractor Supervisor for the duration of this Agreement. The Contractor Supervisor will be the person generally responsible for managing all administrative duties associated with the Contractor's performance of this Agreement and the person directly responsible for ensuring that the Contractor satisfactorily performs the Services. Contractor will arrange to have telephones, cell phones, and pagers available to all of its Contractor Supervisors, for contact at any time 7 days a week 24 hours a day. Contractor will furnish telephone and pager number(s) to Sprint concurrently with execution of this Agreement and promptly in the event any such numbers change. Should Contractor Supervisor be unable to respond, another back up person will be available at all times at the same number(s) or back up number(s) provided in writing by Contractor.
- 1.12 At Sprint's discretion, Contractor will arrange to have mobile telephones, cell phones, and pagers available during working hours of its technical employees performing the Designated Work. Contractor will furnish telephone and pager numbers to Sprint concurrently with all assigned Schedules and promptly in the event any such numbers change. Should technical employee be unable to respond,

another back up person will be available during working hours at the same number(s) or back up number(s) provided in writing by Contractor.

2. COMMERCIAL TERMS

2.1 Compensation. Sprint and Contractor agree that the amount to be paid by Sprint to Contractor for the performance of Designated Work will be computed by applying the appropriate rates and costs as set forth in Exhibit B (Item Code/Job Descriptions and Prices), and any Schedules. Any subsequent changes in or additions to the items, rates, and charges to become effective must first be accepted in writing by Sprint and Contractor, and said changes in or additions to items, rates and changes, upon written acceptance by both parties, and will be an amendment to this Agreement. Sprint will not have any liability for any other expenses or costs incurred by Contractor unless expressly provided in Exhibit B (Item Codes, Job Description, & Pricing), or agreed to by Sprint in writing.

2.1.1 Compensation paid to the Contractor for the performance of the Services will be computed as follows:

- (a) For Unit Price Work – Apply Unit Prices specified in Exhibit B, to each item of work specified in the Schedule, or
- (b) For Hourly Work – Apply the appropriate Hourly Cost items specified in Exhibit B.

If Hourly Work is required, it will be determined solely by Sprint, prior to commencement of the Services.

2.2 Method of Payment.

2.2.1 Designated Work issued pursuant to this Agreement will be completed when Sprint has conducted a final review and/or test of the quality of the Designated Work performed, and the results of such inspections and/or testing have been approved by Sprint.

2.2.2 The Contractor will promptly furnish to Sprint detailed invoices for all work performed upon completion of any Schedule, or for portions of the work completed on any Schedule when requested to do so by Sprint. All invoices will be submitted on forms provided by Sprint, or in such other medium and format as may be prescribed by Sprint. It may be a requirement, that at all times during this Agreement, the Contractor will be required to provide and maintain at the Contractor's expense, computer hardware and software with the capability of inputting all labor and materials used in performing the Designated Work in a format prescribed by Sprint. The Contractor will furnish invoices on a daily, weekly, biweekly, or monthly basis as directed by Sprint. The detailed invoices will include a complete list and description of all work completed under this Agreement.

- 2.2.3 The Contractor will furnish invoices covering non-labor expenses. Sprint will pay the Contractor the total undisputed amount due no later than thirty (30) days from receipt of such detailed and correct invoices.
- 2.3 Taxes, Duties and Fees. Contractor is responsible for any local, state or federal sales, use or other excise taxes upon the fees to be paid by Sprint for the Designated Work rendered by Contractor. In the event the governing law does not permit Contractor to absorb any such tax, such tax will be separately stated on the invoice and will be paid by Sprint in addition to the fees or other compensation owed Contractor.
- 2.4 Right to Offset. Sprint, without waiver or limitation of any rights, may deduct from any amounts due Contractor in accordance with this Agreement, or any other Agreement between Contractor and Sprint, any amounts owed by Contractor to Sprint.
- 2.5 Price Revisions. The prices as set forth in Exhibit B7 are firm for the first two (2) years of this Agreement. The prices are subject to change at the beginning of the third and fourth years of the contract. The price adjustments will become effective on 4/1/2001 and 4/1/2002 and remain in effect for twelve months. The price adjustment for 4/1/2001 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2000, or 3%. The price adjustment for 4/1/2002 will be equal to the lesser of the percentage change in the unadjusted consumer price index (CPI-U) for the twelve months ended 12/31/2001, or 3%. Sprint will apply the following definition of CPI-U:

CPI-U Definition (as published by the U.S. Department of Labor, Bureau of Labor Statistics):

Consumer Price Index - All Urban Consumers
Series ID - CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. City Average
Item: All items
Base Period: 1982-84=100
Annual data

- 2.6 Discounts. All discounts apply over the entire duration of the Agreement. For negotiated Volume Discounts or Early Payment Discounts see Exhibit B-7a.

3. AFFILIATE TRANSACTIONS

This Agreement is entered into by Sprint on its own behalf and for the benefit of all Sprint Corporation affiliated entities ("Sprint Affiliates"). The term Sprint Affiliate includes: a) controlled Sprint Affiliates, meaning any entity in which Sprint Corporation or its wholly-owned affiliates has practical management control over the entity by virtue of majority stock ownership or any equivalent ownership interest, b) uncontrolled Sprint Affiliates, meaning any entity in which Sprint Corporation directly or indirectly holds an equity or similar interest, but the interest does not give practical management control, or any entity which has affiliation agreement with a controlled Sprint affiliate under which it operates a wireless network using a Sprint brand or c) remote Sprint Affiliates, meaning parent entities of joint ventures of which Sprint or Sprint Affiliates are a part, telecommunications entities which have an affiliation with those joint ventures, and business customers of Sprint or Sprint Affiliates.

Any controlled Sprint Affiliate may automatically execute Schedules under this Agreement. Upon approval by Sprint, Contractor will accept any uncontrolled Sprint Affiliate Schedules, and may not unreasonably reject that Schedule. Upon notice by Sprint, any remote Sprint affiliate Schedules will be subject to negotiation between the parties. Contractor will refer inquiries regarding Schedules from remote and uncontrolled Sprint Affiliates to Sprint.

All references to Sprint refer equally to Sprint Affiliates executing Schedules with terms in accordance with this Agreement. No commitment is made by Sprint or any Sprint Affiliate, nor any liabilities accepted, except that set forth in a properly signed Schedule. All communications and invoices must be directed to the Affiliate issuing the Schedule under the instructions issued in the Schedule. Designated Work performed on behalf of any Sprint Affiliate will be billed to or collected from only that Affiliate. Only Sprint Affiliate issuing a specific Schedule under this Agreement will incur any obligation or liability to Contractor for any claim that may arise from or relate to that Schedule.

4. TERM AND TERMINATION

- 4.1 Term. The term of this Agreement begins on the Effective Date and ends March 31, 2003. Term is for four years with pricing for the first two years remaining fixed and thereafter price will be adjusted on an annual basis as mutually agreed by the parties. At the expiration of the indicated term of this Agreement, the obligations and rights of both parties as provided in this Agreement will for any work not completed at the expiration date. The Contractor agrees to fully perform all work set forth in any Schedules delivered to the Contractor by Sprint prior to the

expiration date, even though such Designated Work may not be fully performed by the Contractor prior to the expiration date.

- 4.2 Termination by Sprint. This Agreement and any Schedules may be terminated, in whole or in part, with cause upon thirty (30) days written notice from Sprint without liability. "Cause" to be defined as including, but not limited to, such issues as quality, safety, schedule compliance, ethical violations, and negligence resulting in damages to facilities (not limited to Sprint facilities). Contractor will cease work on the termination date in Sprint's notice and take all reasonable actions to minimize expenses applicable to terminated work. Contractor will be compensated for Sprint approved Designated Work and project reimbursables actually provided to the date of termination.
- 4.3 Termination by Contractor. The Contractor may terminate this Agreement upon ninety (90) days prior written notice to Sprint, provided, however, the Contractor agrees to fully perform any and all Designated Work delivered to it on or before the termination date. In addition, the Contractor will take all steps necessary to transition the Designated Work to Sprint's own workforce or Sprint's approved Contractor.
- 4.4 Change in Ownership. This Agreement, including any Schedules, may be terminated at any time by Sprint without penalty if there is any change in control or ownership of Contractor. Contractor must give Sprint no less than thirty (30) days written notice of any change in control or ownership of Contractor.
- 4.5 Return of Property. Upon termination of this Agreement or any Schedules, Contractor must, within twenty (20) days, return all data, equipment, materials, and properties of Sprint.

5. INDEPENDENT CONTRACTOR

- 5.1 Employment Practices. Contractor must comply with all Federal, State, and Local laws, regulations and orders relating to Equal Employment Opportunity, Americans with Disabilities Act, Workers' Compensation, Unemployment Compensation and Federal Income Compensation Act (FICA). Upon request, Contractor will furnish Sprint with its EEO policies and procedures, verification of workers' compensation, unemployment compensation, FICA and the number of hours any individual performs Designated Work for Sprint within any 12 consecutive month period.
- 5.2 Contractor Personnel. Contractor, its subcontractors, employees or agents are independent Contractors for all purposes and at all times. Contractor has the responsibility for, and control over, the means and details of performing the Designated Work, subject to Sprint's inspection. Contractor will provide all training, hiring, supervision, hours of work, work policies and procedures, work rules, compensation, payment for expenses and discipline and termination of its employees. Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, Contractor's employees.

including, without limitations, contributions to any employee benefit, medical or savings plan and is responsible for all payroll taxes including, without limitation, the withholding and payment of all federal, state and local income taxes, FICA, unemployment taxes and all other payroll taxes. Contractor is also solely responsible for compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation coverages on Contractor's employees.

- 5.3 Upon request by Sprint's appropriate manager or its designee, the Contractor will promptly remove from the job any employee of the Contractor or its subcontractors. Such request will not be intended or construed by the Contractor as directing or suggesting that the Contractor terminate or discipline said employee. The employee's employment status with the Contractor is in all circumstances a matter solely between the employee and the Contractor. Sprint will only pay for work actually performed by the removed individual or sub-contractor prior to Sprint's notice for removal and not for transportation or per diem costs associated with replacing the individual.
- 5.4 Employment Indemnity. Contractor will indemnify and defend Sprint from all claims by any person, government or agency relating to payment of taxes and benefits, including without limitation, any penalties and interest that may be assessed against Sprint. Contractor will similarly indemnify and defend Sprint from all claims by any person or governmental agency which arise directly or indirectly from any failure by Contractor to comply with applicable Workers' Compensation laws with respect to maintenance of Workers' Compensation coverage on Contractor's employees, or any other provision of this Article.
- 5.5 Contractor will require its employees, agents, and subcontractors to comply with the terms and conditions of this Agreement.
- 5.6 Contractor, its subcontractors and employees have no authority to act on behalf of, or to bind Sprint, unless Sprint gives Contractor written notice.

6. Proprietary Information

- 6.1 Proprietary Information. Contractor acknowledges that while performing this Agreement it may have access to Sprint-owned trade secrets, including but not limited to products, planned products, service or planned service, Contractors, customers, prospective customers, data, financial information, computer software, processes, methods, knowledge, inventions, ideas, marketing promotions, discoveries, current or planned activities, research, development or other information relating to Sprint's business activities or operations or those of its customers or Contractors ("Proprietary Information").
- 6.2 Protection of Proprietary Information. This Agreement creates a confidential relationship between Sprint and Contractor. Contractor will keep Proprietary

Information confidential and, except as authorized by Sprint in writing, Contractor may only use Proprietary Information to perform the Designated Work as required under this Agreement, and may only make copies necessary for performing the Designated Work. Contractor will label all Proprietary Information as Proprietary to Sprint. Upon cessation of work, or upon Sprint's request, Contractor will return all documents and other materials in Contractor's control that contain or relate to Proprietary Information. Contractor specifically agrees not to use Sprint Confidential Information for its own benefit, or for the benefit of any of its other clients.

- 6.3 Non-Disclosure Agreements. Sprint may require signed Non-Disclosure Agreements from Contractor's employees, agents or subcontractors.
- 6.4 Proprietary Information Exclusions. Proprietary Information does not include information that Contractor can demonstrate by written documentation:
- 6.4.1 is rightfully known to Contractor prior to negotiations leading to this Agreement;
 - 6.4.2 is independently developed by Contractor without any reliance on Proprietary Information; or
 - 6.4.3 is or later becomes part of the public domain or is lawfully obtained by Contractor from a third party.
- 6.5 Injunctive Relief. Contractor acknowledges that disclosure of Proprietary Information by Contractor will cause irreparable injury to Sprint, its customers and other suppliers, that is inadequately compensable in monetary damages. Accordingly, Sprint may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Article, in addition to any other remedies in law or equity.
- 6.6 Secrecy of Communications. An essential part of telephone service is privacy and the Contractor must never give any person reason to believe that conversations, or the nature of any message, will become known to anyone else through any fault of the Contractor or Sprint or its employees. The Contractor shall be responsible for its employees to be aware of the Secrecy of Communications as follows:
- 6.6.1 Must not divulge to any unauthorized person, any knowledge regarding communications arrangements between Sprint and its customers.
 - 6.6.2 Must not give any person, except as required in the day-to-day performance of the duties under this Agreement, any information whatever regarding the location of equipment, trunks, circuits, cables, etc., or regarding the installation of any central office equipment, or any information regarding Sprint's plant.

- 6.6.3 Must not listen in on any telephone conversation except as required in the performance of the job. The Contractor or its agents or employees must not disclose to any unauthorized person any part of a conversation overheard.
- 6.6.4 Must not divulge to any unauthorized person the existence, substance, purpose, effect or meaning of any communication between any customers of Sprint.
- 6.6.5 Information gained regarding military installations, communications arrangements, filter center, etc., must not be discussed with anyone.
- 6.6.6 The above secrecy requirements apply to all modes of communication offered by Sprint.
- 6.6.7 If Contractor, its agents or employees receive any request with regard to a telephone conversation the matter should be referred to the Contractor Supervisor for further handling.
- 6.6.8 The Secrecy of Communications is protected by law. For violation of the Federal Communications Act the law imposes a fine of not more than \$10,000 or imprisonment for a term of not more than ten (10) years, or both.
- 6.6.9 The Contractor agrees to abide by all Federal and State laws and regulations regarding telephone conversations and transmissions. All Sprint records, plans and other data made available to Contractor shall be kept confidential, not be released to any third party and only used for the purposes of work performed for Sprint.

7. OWNERSHIP

- 7.1 **Sprint-Owned.** All equipment, materials, drawings, specifications, technical data or other information that Contractor receives directly or indirectly from Sprint or from a third party on behalf of Sprint, or that is paid for, in whole or in part, by Sprint, or developed or prepared by Contractor and furnished to Sprint in the performance of the Designated Work is the property of Sprint ("Sprint-Owned").
- 7.2 **Intellectual Property.** Contractor must disclose and assign to Sprint, as Sprint-Owned, all intellectual property generated, conceived or developed under this Agreement, including but not limited to proprietary information, inventions conceived or reduced to practice as a result of this Agreement, and any resulting patents. Contractor will provide reasonable assistance to Sprint to secure intellectual property protection including but not limited to assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection of

protection or title. Contractor will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Contractor warrants to Sprint that Contractor's employees are subject to agreements that will secure Sprint's rights under this Article.

- 7.3 **Worldwide License.** Contractor grants to Sprint a fully paid-up, worldwide license to utilize any work previously owned by Contractor but delivered to Sprint under this Agreement in any manner and in all media now known or later conceived or created.
- 7.4 **Return of Property.** Contractor must mark all such property as Sprint-Owned, and must return all Sprint-Owned property to Sprint upon Sprint's request, or upon the termination or expiration of this Agreement, whichever is earlier. Contractor is responsible and must account for all Sprint-Owned property, and bears the risk of loss while the property is in Contractor's possession.
- 7.5 **Inspection and Records.** Sprint-Owned property may only be used in Contractor's performance of the Designated Work. Sprint may inspect any Agreements and associated records including invoices by which Contractor acquires Sprint-Owned property.
- 7.6 **Title to Equipment and Materials.** Sprint's pre-ordered equipment and materials required to perform all Designated Work will be consigned to Contractor ("Consigned Property"). Upon consignment, Contractor assumes responsibility for delivery, storage/warehousing, inventory reporting, installation, operation and risk of loss of the Consigned Property. Title to Consigned Property remains with Sprint. Title and risk of loss to all other equipment and materials incorporated into the completed Designated Work will pass to Sprint upon final acceptance. If the Contractor furnishes materials, or utilizes special equipment with prior approval of Sprint, the Contractor may invoice Sprint at cost plus a ten (10) percent handling charge. If Sprint does not give prior written approval, the cost incurred for said materials are the responsibility of the Contractor.
- 7.7 **Contractor's Tools.** Risk of loss for all Contractor's or subcontractors' tools and equipment or other personal property not incorporated into the completed Designated Work will remain with Contractor.

8. CONTRACTOR WARRANTIES

Contractor Warrants to Sprint as Follows:

- 8.1 Individuals assigned to provide Designated Work will have the expertise, skills, training and professional education to perform the Designated Work in a workmanlike and professional manner. Contractor, its employees, subcontractors, and agents will obtain and keep current, at Contractor's expense, all certificates and licenses (including professional licenses, if applicable) necessary for Contractor to perform the Designated Work.

- 8.1.1 In order to present a professional appearance to members of the public and Sprint's customers, Contractor will ensure that persons performing the work under the Agreement, will comply with standards of dress outlined in Sprint's practices, while working on projects for Sprint.
- 8.2 If Contractor is providing professional Designated Work, the Designated Work, findings and recommendations will meet or exceed generally accepted professional, engineering, or architectural principles.
- 8.3 Sprint will receive clear title to all deliverables or goods incidental to Designated Work performed as defined in the applicable Schedules.
- 8.4 Designated Work and deliverables will conform to the Schedule specifications for one (1) year after Sprint's acceptance of the Designated Work. Any materials and equipment that may be provided will be new. At Sprint's request and at no charge, Contractor will promptly correct defects or provide replacement Designated Work for any non-conforming Designated Work. If Contractor fails to correct defects or replace Designated Work within twenty (20) days after written notice, Sprint may do so and charge Contractor for the cost incurred.
- 8.5 The Designated Work and the deliverables provided by Contractor under this Agreement and Sprint's use of them will not infringe upon the rights of any third parties, and Contractor will indemnify and defend Sprint against any claims of infringement;
- 8.6 The prices stated for Designated Work are at least as favorable as those charged to any other of Contractor's customers for the same or similar Designated Work. Contractor agrees that any price reduction made in the Designated Work covered by this Agreement subsequent to its execution, but prior to payment, will be applicable to Sprint's payment;
- 8.7 Inspection, test acceptance, payment or use by Sprint of the Designated Work furnished do not affect Contractor's warranty obligations;
- 8.8 Contractor will keep Sprint's and other Right-of-Way Entities' (or facilities of others) premises and vicinity clean and free of debris caused by Designated Work and will leave the premises and vicinity ready for use;
- 8.9 All of Contractor's tools, equipment, and motor vehicles, will be fully insured, in satisfactory operating condition, fit for the uses intended and suitable for the safe and efficient performance of Designated Work. Sprint may make periodic inspections to determine compliance with this provision. Time lost because required tools or equipment are not available will not be billed to Sprint. Billing of such time by the Contractor is cause for cancellation of this Agreement without notice.
- 8.10 Contractor is aware of:

- 8.10.1 the nature of the Designated Work required;
- 8.10.2 the location and peculiarities of the jobsite;
- 8.10.3 the character, quality, and quantity of equipment and materials required to perform the work;
- 8.10.4 the type and magnitude of engineering, procurement, and labor required; and
- 8.10.5 all other matters affecting the performance of Designated Work.

Conditions that exist or that may hereafter exist as a result of error or omission on the part of Contractor to make the necessary examination and investigations, in this Article 8.10 will not relieve Contractor from its obligations under this Agreement, nor will be accepted as a basis for varying the requirements of Sprint or the compensation to Contractor.

- 8.11 Contractor warrants that Contractor's provision of Designated Work to Sprint, and any related deliverables provided to Sprint under this Agreement, will not be adversely affected by the occurrence or use of dates before, on, or after January 1, 2000 A.D., including dates and leap years between the twentieth and twenty-first centuries ("Millennial Dates"). Any deliverables (including any software, hardware or firmware product(s) delivered by Contractor to Sprint) will without error or omission, create, receive, store, process and output (collectively, "Compute") information related to Millennial Dates. This warranty includes, without limitation, that the deliverables will accurately, and without performance degradation, Compute Millennial Dates, date-dependent data, date-related interfaces, or other date-related functions (including, without limitation, calculating, comparing, and sequencing such functions). At Sprint's request, Contractor will provide written evidence sufficient to demonstrate adequate testing and conversion of the deliverable to meet the foregoing requirements. Contractor further warrants that Software used by Contractor to produce deliverables, reports or invoices under this Agreement will comply with the Y2K Warranty contained herein.
- 8.12 Contractor warrants that it will not use, in the performance of Designated Work under this Agreement or any Schedule, any software that refers to, or is based upon, a license from GNU Public License, the Free Software Foundation, or that is "copylefted."

9. SAFETY AND SECURITY

- 9.1 **Safety Standards Compliance.** Contractor will comply with all Occupational Safety & Health Act (OSHA) regulations and all other applicable federal, state and local rules and regulations that may apply to performance of the Designated Work. Contractor must immediately notify Sprint by telephone (followed by written confirmation within 24 hours) of any product or material used in providing Designated Work which fail to comply with any applicable safety rules or standards

of any government agencies (including the Environmental Protection Agency) or which contains a defect which could present a substantial risk to the public health or of injury to the public or the environment, and will be solely responsible for notifying all "One Call" agencies as required.

9.2 Contractor Supervisor.

9.2.1 The Contractor will designate a responsible member of the Contractor's organization who will be present (working or supervising) at the Job site every shift, whose duty will be to monitor and ensure that the Contractor's safety program is being followed. This person must be a "competent person", as defined by OSHA, and well versed in the Contractor's safety program. This person is expected to take immediate remedial action in the event that there are unsafe conditions at the job site and/or the provisions of Article 9.1 of this Agreement are not followed. This person will be the Contractor's Supervisor unless otherwise designated by the Contractor in writing to Sprint.

9.2.2 The Contractor Supervisor or any subcontractor, or sub-subcontractor sustaining a fatality, or an accident involving the hospitalization or medical treatment of three (3) or more employees from a single occurrence on a Sprint job site must inform Sprint's appropriate manager within 24 hours of the occurrence.

9.2.3 If the Contractor or any subcontractor or sub-subcontractor fails to correct unsafe conditions or work which is not in accordance with the requirements of Article 9.1 or attachments to the Agreement, Sprint may direct the Contractor in writing to stop work after repeated warnings until the cause for such order has been eliminated or corrected. If an imminent danger condition exists, a verbal request to stop work will be given by Sprint, and work will be stopped until the condition is abated.

9.3 Investigations. Contractor must cooperate in any investigations conducted by Sprint.

9.4 Asbestos. Contractor will evaluate each site upon which Designated Work to be performed for potential asbestos containing material (ACM), to assure compliance with all applicable Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) asbestos statutes and regulations. The Contractor Supervisor will be responsible to determine if asbestos is present in the work area. In the event that any work to be performed hereunder may involve ACM, every reasonable effort to select alternate routes and methods so as not to disturb or cause any known ACM or suspect material to release fibers into the air. If alternate routes and methods of installation are not available, or if at any time there is a question concerning potential asbestos exposure, Sprint must be consulted.

9.5 Protective Measures and Notices.

- 9.5.1 Performance of the Designated Work may bring employees of the Contractor and/or its subcontractors in close proximity to the facilities of others with the resulting risk of injury or death to such employees and other persons or damage to such facilities. The Contractor will keep itself fully informed of the location of the facilities of others and assumes full responsibility for taking appropriate protective measures to avoid or minimize such risks.
- 9.5.2 At the Contractor's request Sprint will confirm to other persons or utilities that the Contractor is performing work for Sprint and request the cooperation of such persons or utilities to determine the existence, location and ownership of any facility that may be subject damages in the performance of the Designated Work. However, the Contractor will be solely responsible for taking proper protective measures to protect all persons from personal injury and to prevent damage to facilities encountered while performing the Designated Work. Sprint will not incur any liability by reason of such assistance or because of any failure of such other persons or utility to comply with such requests.
- 9.6 Weapons. Contractor is prohibited from carrying weapons or ammunition onto Sprint's premises or using or carrying weapons while performing Designated Work on Sprint's behalf or attending Sprint-sponsored activities. Contractor further agrees to comply with any postings or notices located at Sprint's or Right of Way Entities', or facilities of others, premises regarding safety, security or weapons.
- 9.7 Drug and Alcohol Testing. Contractor will comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690;41 U.S.C.S. 701 et seq.), and all regulations, rules and orders promulgated thereunder. Contractor certifies, warrants, and represents to Sprint: (1) that Contractor will at all times maintain a drug and alcohol testing program to assure a drug and alcohol-free workplace; (2) that upon request of Sprint, Contractor will furnish copies of Contractor's policies and practices regarding drug and alcohol testing; and (3) that all persons assigned by Contractor to perform Designated Work under this Agreement will at all times be free of the influence of drugs and alcohol.
- 9.8 Employee Identification. Contractor's employees, subcontractors or agents are required to wear or carry items that will easily identify them as being associated with Contractor. Such items include but are not limited to Contractor's uniform, shirt, hat, identification badge or pin.
- 9.9 Motor Vehicle Identification. All vehicles used by the Contractor, its employees, subcontractors, and agents in performing work for Sprint under this Agreement, will be properly identified by the display of Contractor's decals and/or other markings on both sides of the vehicle. In order to preserve the image and public perception of Sprint, Sprint will require minimum standards of appearance and utility for vehicles used by the Contractor while working on projects for Sprint.

Such standards will include, without limitation, requirements concerning the age, mileage and appearance of the vehicles, magnetic decals identifying the vehicle as a Contractor's vehicle, and restrictions on bumper stickers and other attachments that may reflect unfavorably on Sprint. Those standards which will result in expense to the Contractor will be phased in on a schedule agreeable to the Contractor and Sprint to minimize cost to the Contractor complying with such standards.

- 9.10 Safety and Security Indemnity. Contractor will be liable for any safety or security breach resulting from its failure to comply with Sprint safety or security requirements and the provisions of this Article, and will indemnify, defend and hold Sprint and the other entities referenced herein harmless for any loss or damage arising out of or relating to any safety or security breach.
- 9.11 Reporting Accidents or Claims. The Contractor will notify Sprint in writing of all accidents or claims arising out of or in connection with Designated Work performed under this Agreement within twenty-four (24) hours after occurrence. Such notice will not relieve the Contractor from liability under this Agreement, nor will such notice increase or modify Sprint's obligations to the Contractor.
- 9.12 Excavation/Trench Safety. The Contractor agrees that any excavation performed under this Agreement will conform to:
- 9.12.1 The Excavation/Trench Safety Standards of 29 C.F.R., 1926.650 Subpart P, will be in effect during the period of construction of any work performed hereunder.
- 9.12.2 The addition of more strenuous requirements are stated in Attachment 4 or any other agency having jurisdiction of the safety requirements of the job.
- 9.12.3 Contractor has included in its prices a separate item identifying the cost and specific method of compliance with the applicable trench safety standards.

Contractor expressly represents that all individuals provided by it under this Agreement have received comprehensive training required under the Occupational Safety and Health Act ("OSHA"), are knowledgeable of hazards encountered in the communications industry and how to deal with such hazards, and have been expressly instructed to comply with all OSHA standards in performing work under this Agreement. Contractor will provide any and all personal protective equipment ("PPE") and associated training to its employees that may be necessary to perform work under this Agreement. Contractor will maintain all records necessary to document training and compliance with OSHA for those individuals it provides under this Agreement. Contractor shall provide such documentation to Sprint upon request.

- 9.13 Compliance. Contractor warrants and agrees its employees, agents and subcontractors will abide by Sprint's security requirements at the designated premises where Designated Work is performed under this agreement. Any violation

of Sprint's policies will be referred to Sprint's Corporate Security Department or

- 9.14 Contractor will comply with the General Safety Requirements for Sprint Employees and Agents. (See Attachment No. 4.)

10. SUBCONTRACTING

Contractor may not sub-contract any portion of the Designated Work without Sprint's prior written consent to both the Designated Work to be subcontracted and the proposed subcontractor, and will remain fully liable for the work performed and for the acts or omissions of the subcontractor.

11. FEDERAL REQUIREMENTS

- 11.1 Federal Acquisition Requirements. If Sprint or the federal government determines that this Agreement supports specific requirements included in a Sprint Contract or subcontract with the federal government, Contractor will be subject to certain federal procurement regulations contained in Sprint's Contract or subcontract. Contractor will be subject only to federal procurement regulations that must be included in all subcontract as a matter of law.
- 11.2 Subcontracting Opportunities. Contractor will manage the Subcontractors (Large, Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses) to ensure that commitments to Sprint are met and high quality standards are achieved. Contractor must make an accounting of dollars that are subcontracted to firms that are Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned Businesses Small Businesses under Small Disadvantaged Businesses, or Women-Owned Businesses under Small Business regulations. These dollars will be reported quarterly in writing to the following address:

Suppliers Diversity Department
Sprint
903 E. 104th Street
Kansas City, MO 64131

12. INSURANCE

- 12.1 During the term of this Agreement, Contractor will obtain and maintain, and will cause any subcontractors to obtain and maintain, with financially reputable insurers which are licensed to do business in all jurisdictions where any "Designated Work" is performed and which are reasonably acceptable to Sprint, not less than the following insurance:

- 12.1.1 Workers' Compensation as provided for under any Workers' Compensation or similar law in the jurisdiction where any "Designated Work" is performed, with an Employer's Liability limit of not less than \$1,000,000 per accident or disease.
 - 12.1.2 Commercial General Liability, including coverage for Contractual liability and products/completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured. If any work is to be performed on a railroad right-of-way, such insurance shall contain an express provision, as evidenced on the below-referenced certificate of insurance, that the Contractual liability coverage contains no exclusion for any work performed on or near a railroad right-of-way.
 - 12.1.3 Business Auto insurance covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint, its directors, officers, employees, agents and/or representatives as additional insured.
 - 12.1.4 Umbrella/Excess Liability with limits of not less than \$2,000,000 combined single limit in excess of the above-referenced Employer's Liability, Commercial General Liability and Business Auto Liability.
 - 12.1.5 "All Risk" "Builder's Risk" Property insurance coverage for not less than the full insurable value of the project covering not less than the full replacement cost of Contractor's and all subcontractor's if any, real or personal property at risk due to this Agreement during the course of this agreement.
- 12.2 Waiver of Subrogation. Contractor will look first to any insurance in its favor before making any claim against Sprint, its directors, officers, employees (including Contractor's or subcontractor's employees) or damage to any property arising from any cause, regardless of negligence, and does hereby release and waive to the fullest extent permitted by law, and shall cause its respective insurers to waive to the fullest extent permitted by law, all rights of recovery by subrogation or otherwise against Sprint, its directors, officers, employees, agents and/or representatives.
- 12.3 Certificate of Insurance. Contractor and all subcontractors, if any, will, as a material condition of this Agreement and prior to the commencement of any work and not less than fifteen (15) days prior to any renewal thereof, deliver to Sprint a certificate of insurance, satisfactory in form and content to Sprint, evidencing that the above insurance, including waiver of subrogation, is in force and will not be canceled or materially altered without first giving Sprint thirty (30) days prior written notice and that all coverage are primary to any insurance carried by Sprint,

its directors, officers, employees agents and/or representatives. Such notification to Sprint will be addressed to the appropriate Agreement Administrator.

- 12.4 No Limitation. Nothing contained in this Article limits Contractor's liability to Sprint, its directors, officers, employees, agents and/or representatives to the limits of insurance certified or carried.

13. LIABILITY AND INDEMNIFICATION:

- 13.1 Indemnity. Contractor agrees to release Sprint, irrevocably and forever, and will defend, pay all judgments, expenses, and costs (including attorney's fees) and generally indemnify, defend and hold Sprint harmless from all liability, suit, claim or proceeding ("claims") resulting from the performance or non-performance of this Agreement brought against Sprint by any person not a party to this Agreement, for any damage, loss or destruction of any kind, including, without limitation, loss to any property or for any personal injury, including, without limitation, death, defamation and invasion of privacy, to any person, including without limitation any personnel of Sprint or Contractor, if the loss, destruction, injury or death results or allegedly results, in whole or in part, from the act, negligence, error, omission or willful misconduct or breach of this Agreement by Contractor.
- 13.2 Fire Protection System. Contractor will not be liable for the design and installation of any portion of the existing fire protection system which is not designed or installed by Contractor; except to the extent that Contractor is shown to be at fault in causing a defect in the performance of the system. Further, Sprint will hold harmless from any claims arising out of a pre-existing condition in the design and installation of the fire protection system.
- 13.3 Halon Safety. Contractor acknowledges that the Services may include working on or near a halon fire suppression system. Contractor understands that there may be significant regulatory concerns and financial losses due to a discharge of halon, and Contractor agrees to indemnify and hold Sprint harmless from any loss Sprint may incur arising out of halon discharge caused by the acts or omissions of Contractor.
- 13.4 Notification. Sprint will notify Contractor in writing of any claims, and will provide information, assistance and authority for Contractor's handling and defense of the claim, all at Contractor's expense.
- 13.5 Sprint Defense. Notwithstanding Contractor's obligations to handle and defend all claims as set forth above, Sprint may, at Sprint's sole option, take whatever action it deems reasonable and appropriate in the handling, defense, or settlement of any claim, at Contractor's expense. However, Sprint will notify Contractor in writing of any proposed settlement of a claim. Contractor will be bound to indemnify Sprint for the proposed settlement amount, unless within 20 days of notice, Contractor

brings an arbitration action to determine whether or not the proposed settlement amount is reasonable. Sprint will not be precluded from settling any claim, but Contractor will only be required to indemnify Sprint for the amount held to be reasonable by the arbitration proceeding.

13.6 Limitation of Liability. Sprint will not be liable for special, indirect or consequential loss or damage. Sprint's entire liability will be limited to the amount due for the Services attributable to the claim, less amounts paid by Sprint.

14. RIGHT OF AUDIT

Audit and Inspection. Contractor will maintain all records pertaining to Designated Work, Contractor's performance, and costs performed for a period of at least 3 years after final payment. Sprint may audit, copy and inspect the records at reasonable times during the term of this Agreement and for the 3-year period.

15. NOTICE

Communications relating to this Agreement must be identified by the Agreement number located in the upper right corner of this Agreement and the number of the applicable Schedule, and communicated by certified mail, return receipt requested, verified facsimile or overnight mail with proof of delivery to the following addresses or as may be later designated by written notice of a party:

Sprint: See Attachment No. 3 for list of Contract Administrators
Contractor: Charles D. Duff
MASTEC North America, Inc.
7221 Dr. Martin Luther King Jr. Blvd. E.
Tampa, Florida 33619
Phone: (813)621-0881
Fax: (813)626-3740

16. ARBITRATION

16.1 Scope and Procedure. Any dispute arising out of or relating to this Agreement, including any issues relating to arbitrability or the scope of this arbitration clause, will be finally settled by arbitration in accordance with the rules of and administered by the American Arbitration Association applying the substantive law of Kansas without regard to any conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1, et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration will be held in the Kansas City, Missouri metropolitan area. The

arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party waives any damages in excess of compensatory damages.

- 16.2 Injunctive Relief. Notwithstanding the foregoing, Sprint may bring a claim for injunctive relief in any court of competent jurisdiction without first submitting the claim to arbitration.
- 16.3 Joinder. At the sole discretion of Sprint, other parties may be added to the arbitration if they assert any right to relief, jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. At the sole discretion of Sprint, other parties may be added to the arbitration if there is asserted against them jointly, severally, or in the alternative, any relief arising out of or relating to this Agreement. A party need not be interested in obtaining or defending against all the relief demanded. Awards may be given for one or more of the parties according to their respective rights to relief, and against one or more parties according to their respective liabilities. Contractor consents to joinder of other parties to any arbitration commenced by Contractor or by Sprint, and also to being joined in any other arbitration commenced by or against Sprint.
- 16.4 Continuing Performance. Contractor agrees to continue performance during the pendency of any dispute, unless performance is terminated by Sprint under Article 4.
- 16.5 Limitation of Claims. No claim may be brought by Contractor after Sprint has made final payment to Contractor. Claims made by Contractor may only be brought against Sprint Affiliate that issued the Work Order giving rise to the claim.

17. LIQUIDATED DAMAGE

- 17.1 Damage or Cut Cables and/or Facilities. Contractor will insure that in performing Designated Work under this Agreement that Contractor, its employees, agents, subcontractors and other persons under its control, take reasonable steps to prevent damage or cut Sprint's cables or damage its facilities. In the event a cable is cut by Contractor, its employees, agents, subcontractors and other persons under its control, Contractor agrees to pay the actual costs of restoration and repair, including the cost of materials and labor at fully loaded rates. Contractor agrees to pay an additional 10% of the cost of restoration as liquidated damages, which the parties agree is a reasonable estimate of administrative costs, including managerial time, and investigation of the cable cut or damage. Contractor will pay these amounts to Sprint upon receipt of invoice, or Sprint may set these amounts off amounts due and owing to Contractor by Sprint. A cable cut or damage to Sprint's facilities is also grounds for termination of this Agreement.
- 17.2 Construction Delays. Contractor acknowledges Sprint's critical need for Contractor to provide the Designated Work set for in this Agreement in accordance with the Schedules, and Contractor agrees and warrants to provide the Designated Work within the time schedule set out herein, and as set forth in the Exhibits. Contractor

is aware that if the Designated Work is not completed within the time schedule requirements agreed to by the parties, and upon the agreed completion dates, Sprint may incur costs and damages in an amount that is difficult to ascertain at the time of the signing of this Agreement. It is the intention therefore, of the parties to provide for liquidated damages that are reasonable and proportionate to the measure of loss to Sprint for delays in the performance and completion of the Designated Work not due to Force Majeure events (excused delays) as provided in Article 18.17 of this Agreement. The parties therefore agree that Contractor will pay to Sprint as liquidated damages and not as a penalty, as follows:

Due to Contractor's failure to perform services by the completion time schedules set forth in the Schedules and Exhibits of this Agreement, the amount of \$250 per day, as liquidated damages will be paid to Sprint by the Contractor. Contractor shall not be responsible for nor deemed to be in default because of delays in performance of this Agreement solely due to the acts or omissions of Sprint. The completion date shall be extended one day for each day that Sprint's delay causes Contractor to be unable to perform its obligations hereunder.

Completion delays for Buried Service Wire in Florida only are not subject to liquidated damages.

In addition to all other remedies stated herein, including liquidated damages, failure to meet any time schedules for a period of thirty (30) days will entitle Sprint to

18. GENERAL

- 18.1 Communication. Contractor must not refer to Sprint at any time as a public utility.
- 18.2 Contractor Performance. The Contractor will begin and execute the Designated Work with promptness and diligence to meet the completion date required by Sprint. Notwithstanding the above, Sprint may direct times and the order of precedence or priority in which any portions of the Designated Work will be performed. Sprint is not obligated to pay for Designated Work performed or deliverables or goods delivered which do not conform to the Schedules.
- 18.3 Material/Mechanic's Lien. Contractor will promptly pay for all Designated Work, materials, equipment and labor used under this Agreement; will hold Sprint harmless from all losses, expenses, and liabilities connected with Contractor's failure to promptly pay for Designated Work, materials equipment or labor; and will keep Sprint's or Right of Way Entities' premises free of claims or liens.
- 18.3.1 In the event there are any outstanding bills against the Contractor for labor, materials or any other expenditures related to the performance of the Designated Work, Sprint may pay said outstanding bills and deduct the amount of same from the amounts shown in the invoice or withhold

payment of any amount equal to the sum of said bills until the same are paid by the Contractor.

18.3.2 Sprint may, before making any payment to the Contractor require the Contractor to furnish satisfactory proof of full payment by the Contractor without limitation for all labor, materials, supplies, machinery, and equipment furnished for or used in the performance of the Designated Work. Sprint may require the Contractor to furnish satisfactory waivers of lien supported by affidavits, establishing that all liens and rights to claim liens that could arise out of the performance of the Designated Work have been waived. Whether or not such proofs of payment or waivers have been furnished, the Contractor shall indemnify Sprint from any liens, liabilities, actions, costs and expenses associated in any way the Contractor's or any subcontractors or material persons's failures to pay for any labor, materials, supplies, machinery or equipment used in or furnished in the performance of the Designated Work.

18.4 Ethics Code/Gratuities. It is the written policy of Sprint to decline acceptance of gratuities offered by vendors of products or Designated Work. During the term of this Agreement and any extension hereof, Contractor will not offer and will not give a gratuity of any sort to employees of Sprint. Contractor will report the solicitation of a gratuity of any sort by a Sprint employee to an officer of Sprint. Failure to comply with this provision may result in termination of this Agreement or in such other action, as Sprint deems appropriate, regardless of whether Contractor initiated the offer or an employee solicited it. Contractor agrees to comply with Sprint's Code of Ethics, where applicable, a copy of which is attached to this Agreement and is incorporated in this Agreement. Contractor will also comply with additional policies and procedures governing conduct on Sprint's premises that may be provided to Contractor from time to time.

18.5 Assignment. Contractor may not assign this Agreement wholly or in part, voluntarily or by operation of law, or otherwise, without Sprint's written consent. Any assignment of this Agreement in violation of the foregoing will be void, at the option of Sprint. Sprint may assign this Agreement to any Sprint Affiliated entity without the consent of Contractor. Otherwise, the parties agree that this Agreement is personal in nature and neither party may assign this Agreement or any of its rights or delegate its obligation without prior written consent of the other party.

18.6 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Kansas without regard to any conflict of law provision.

18.7 Laws and Regulations. Contractor will comply with all local, municipal, state, federal and governmental laws, orders, codes and regulations in the performance of this Agreement and any Schedules.

18.8 Permits and Licenses. The Contractor will secure if required, and pay for all authorizations, permits and licenses required by any governmental authority or

- private property owner with respect to the Designated Work. The Contractor will give all notices, pay all fees and comply with all environmental and governmental requirements relating to the Designated Work, except as hereinafter provided. Sprint will, without delaying performance of the Designated Work, provide all permits for occupying or utilizing underwater rights-of-way, provide all necessary permits for excavating streets, highways, railroad rights-of-way, public utility easements, or private property. The Contractor will indemnify and save harmless Sprint from liability on account of the Contractor's failure to secure or comply with such authorizations, permits, licenses, or easements.
- 18.9 Waiver. The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term.
- 18.10 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect, to be construed as if the unenforceable provisions were originally deleted.
- 18.11 Survival. Numbered provisions 5.4, 7.0, 8.0, 9.8, 10, 13, 14, 16, 17, 18.6, 18.11, 18.20 will survive the termination or expiration of this Agreement, in addition to any other provisions that by their content are intended to survive the performance, termination or cancellation of this Agreement.
- 18.12 Publicity. Contractor will not, without Sprint's prior written consent:
- 18.12.1 make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or
 - 18.12.2 in any manner advertise or publish the fact of this Agreement.
- 18.13 Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
- 18.14 Headings. The headings in this Agreement are for the convenience of the parties, and will have no legal effect in the interpretation of this Agreement.
- 18.15 Covenant Not to Compete. Contractor agrees that during the period this Agreement is in effect and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit or provide a service and/or products similar to the Designated Work to Sprint's customers for whom the Designated Work is being performed, and at the site(s) served by this Agreement.
- 18.16 Attorneys' Fees. In the event either party to this Agreement is required to take action to enforce any of the terms of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs for any appeals thereof, as well as any collection costs incurred.

- 18.17 Force Majeure. Neither party will be liable to the other for any delay, failure to perform, accept and pay for all or any part of the Designated Work tendered for delivery by Supplier due to governmental action, statute, ordinance or regulation, fire, acts of God, that makes performance, acceptance and payment impossible or impractical. The parties agree that the occurrence of the Year 2000 is NOT an event of force majeure under this Agreement.
- 18.18 Disaster Recovery Plans. Contractor will provide Sprint with a copy of its Disaster Recovery Plans for Sprint's review and approval. Contractor will comply with its Disaster Recovery Plans as approved by Sprint.
- 18.19 Restoration of Streets and Highways. The Contractor will, at its expense, properly backfill all excavations made in performing the Designated Work. The Contractor will fully restore all streets and highways, including sidewalks, and driveways public or private, that are disturbed in making excavations, to the satisfaction of such governmental authority or private owner, unless otherwise ordered by the appropriate governmental authority or private party. Should the Contractor fail to properly make such restoration, the Contractor will reimburse the governmental authority or private owner for any expense incurred as a result of such failure. The Contractor will indemnify and save harmless Sprint from any expense incurred by the reason of the Contractor's failure to comply with this Article.
- 18.20 Bid/Performance/Payment Bonds.
- 18.20.1 Contractor will furnish in duplicate, when requested, a Bid Bond in the amount of five (5) percent of the Agreement sum, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Bid Bond is A.I.A. Document A-310 latest edition.
- 18.20.2 Contractor will furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, in the amount of \$ 500,000, written by a surety licensed to do business in the state where the work is performed and acceptable to Sprint in its sole discretion. The prescribed form of the Performance Bond and Labor and Material Bond is A.I.A. Document A-311, latest edition.

19. ENTIRE AGREEMENT

This Agreement, together with the Exhibits and Schedules, constitutes the entire Agreement between Sprint and Contractor with respect to the subject matter contained herein and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral prior to the Effective Date. This Agreement may not be amended or modified except by written document signed by both parties. In the event of an inconsistency between the terms of this Agreement and a Schedule, the Schedule will control.

SIGNED:

SPRINT/UNITED MANAGEMENT COMPANY

MASTEC NORTH AMERICA, INC.

By: Brian J. Watson
(signature)

J
3/29/99

By: Charles Duff
(signature)

Brian J. Watson
(print name)

Charles D. Duff
(print name)

Director - Strategic Sourcing
(title)

Division President
(title)

3/29/99
(date)

March 24, 1999
(date)

EXHIBIT A

SCOPE OF DESIGNATED WORK

Outside Plant Functions

Aerial Services
Buried Services
Buried Service Wire Services
Cable Splicing Services
Hourly Services
Equipment

**Sourcing Areas For
Florida**

Ft. Myers/Naples
Punta Gorda/Avon Park

FOR FUNCTIONS AWARDED BY A SPECIFIC LOCATION PLEASE REFER TO EXHIBIT B-7.

EXHIBIT A-1

INSTRUCTIONS TO BIDDERS
FOR
OUTSIDE PLANT CONSTRUCTION

1. Before submitting a bid, each Bidder must be familiar with Federal, State and Local laws, ordinances, rules and regulations affecting performance of the work.
2. Contractor must familiarize itself with and comply with the Trench Safety Act. The Act requires that trenching at a depth of more than five (5) feet be performed in accordance with OSHA requirements. The Act also requires that cost of compliance with trench safety standards and the specific method of compliance be identified in the bid sheets. Cost of compliance shall be stated in terms of linear feet; shoring will be stated in terms of square feet of shoring.
3. The state mandated " Manual on Traffic Control and Safe Practices" shall be used as the guide for work area protection.

Note: For additional safety precautions, all Sprint safety practices will be observed at all times.

4. Fire hydrants shall, at all times, be readily accessible and be clear of all stockpiled and excavated earth, and be free from the hazard of exposed excavation.
5. No road, street or alley shall be closed to the public until the Contractor has secured permission from the proper governmental authorities. The governmental authorities shall also be notified promptly upon the re-opening of any previously closed road, street or alley.
6. The Contractor is cautioned to be completely familiar with the City, County and Department of Transportation road crossing permit requirements and the specifications for the replacement of driveways, sidewalks, the restoration of street surfaces disturbed, and the maintenance of the flow line of all drainage ditches, culverts and swales.
7. All pavement removed shall be replaced in kind and in full conformity with the corresponding specifications of the City, County and/or State. New material shall be used and the finished repair shall be satisfactory to Sprint Inspector/Supervisor and appropriate governmental agency.
8. The Contractor shall be responsible for the replacement of surfaces and, at his expense, shall repair any damage attributed to it which may occur within twenty-four (24) months after completion of a project. If, within ten (10) days after being notified of such needed repairs, the Contractor has not complied with the request, Sprint shall have the repairs made by other parties and bill the Contractor for such repairs.

9. Seeding grass and mulching operations, when required, are to begin after an installation of cable. All requirements regarding grassing and mulching will be in accordance with D.O.T. specifications. Any yards or parts of the right-of-way in front of private property which have a grass mat will be resodded with like sod, or otherwise to the Inspector's/Supervisor's and property owner's satisfaction.
10. Where resodding is required, the State or Federal Department of Agriculture pest control requirements regarding imported fire ants must be satisfied. When required, the Contractor must furnish written certification that the sod used is obtained from an area outside the zone of quarantine of the imported fire ant or that the sod is free of the imported fire ant.
11. Any surface, sod, or paving that has to be removed and restored because of damage by the Contractor in excess of that required by job specifications shall be removed and restored at the Contractor's expense.
12. Backfilling for all buried cable excavations will include compaction in twelve (12) inch lifts and shall meet with the satisfaction of governmental agencies or property owners. When required, density tests will be taken by an independent laboratory and paid for by the Contractor. Reimbursement will be made when a copy of the paid laboratory invoice is submitted with the Contractor's invoice.
13. The location of foreign utilities shown on work prints are provided from available information. Sprint does not guarantee completeness of information or location. The Contractor is cautioned to locate all foreign utilities prior to starting a project and have secured locate request ID from the One Call Center.
14. As specified in Section 1926.651 of the OSHA Regulations, other utilities shall be . . . of proposed work prior to starting excavation on a work activity.
15. When working with or adjacent to existing Sprint property, Contractor shall be responsible for locating all existing Sprint facilities. Facility locations shall be performed using inductive and conductive instruments.. Extreme caution shall be exercised to protect existing conduit and/or cables. The Contractor shall be held liable for any and all damage to existing conduit and/or cables resulting from performance of the designated work by the Contractor and shall reimburse Sprint in full for liquidated damage, the repair and/or replacement of such conduit and/or cables damaged during, or in connection with, the work as described herein and as shown on the work drawings.

Note: For the purposes of this contract, a cable cut will be defined as:

- (a) Severed copper conductor or fiber strand,
- (b) Damage to cable sheath resulting in service interruption, (wet cable).

16. Contractor shall provide computers that are capable of interfacing with Sprint's mobile automated record system. This record system will be used by Contractor to assist in facility locates. Contractor shall promptly notify Sprint, in writing, of any discrepancies or omissions in the charts, records or other information provided to it by Sprint to the extent that such discrepancies can be determined by Contractor. Contractor shall also notify Sprint, in writing, of any plant irregularities it discovers while performing its duties under this Agreement.
17. The Contractor must execute a Sprint "General Agreement" prior to beginning work.
18. Sprint reserves the right to request the name of subcontractors which the successful Bidder may employ. If at any time during the life of the Contract, Sprint has reasonable objection to any proposed subcontractor, other person or organization, it may require the successful Bidder to submit an acceptable substitute.
19. The Contractor shall not be required to employ any subcontractor, other person or organization to whom it has objection.
20. The Contractor shall ensure its employees adhere to the established requirements for appearance and conduct.
 - a. Personal hygiene should be maintained in a manner conducive to local social and work place standards.
 - b. Footwear, equipped with steel toe protection that meets ANSI and standard Z41PT91 must be worn.
 - c. Clothing is to be designed to safely enhance the individual's job functions.
 - d. Lewd or suggestive pictures or writings upon clothing or vehicle is unacceptable.
 - e. Sexual or socially unacceptable language or gestures will not be tolerated.
21. Sprint reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Sprint's satisfaction.

The Contractor, by signing below, acknowledges its understanding of these requirements.

Date March 24, 1999

Firm Mastec North America, Inc.

(Corporation, Partnership or Proprietorship)

By

Charles Duff
(Officer)

Charles D. Duff, Division President

(Title)

Exhibit B

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EXHIBIT B-1 -- AERIAL SECTION

EXHIBIT B-1 – AERIAL SECTION

SPRINT

UNIT WORK DESCRIPTIONS AND PRICES

OUTSIDE PLANT CONSTRUCTION

PLACE POLE/PUSH BRACE

Includes hauling pole from a pole yard or pole pile, digging the hole in earth, setting and aligning the pole, tamping up and disposing of surplus dirt, and includes restoration if required. (Any required materials, refer to General Agreement, Article 2.) This also includes butt grounds, all required stenciling and placing riser guards (Cable 2) as required.

Unit of measure: each

615001 Place pole 25' to 35'

615002 Place pole 40' to 45'

615003 Place pole 50' and above

REMOVE POLE/PUSH BRACE

Includes pulling the pole, filling and tamping the hole and hauling the pole to a pole yard or pile in the vicinity. It includes removal of all hardware and stenciling. (Any required materials, refer to General Agreement, Article 2.)

Unit of measure: each

615004 Remove pole 25' to 35'

615005 Remove pole 40' to 45'

615006 Remove pole 50' and above

ADDITIONAL CHARGES RELATED TO POLES

615007 **Hand Carry** - When poles must be dollyed, hand-carried, or skid into position, this unit is added for each foot (overall length) of pole set in this way. This unit is used primarily for poles to be set, removed, or relocated in areas inaccessible to construction trucks.

Unit of measure: foot

615008 **Pole/Relocation** - Relocation is used when a pole is lifted and moved over by trenching or by lifting the pole out of a present location and placing in a new hole at an adjacent location. Also included is setting pole in plumb or at the correct angle of rake, proper tamping, tagging and restoring the area to an orderly appearance.

Unit of measure: each

615009 **Straighten Poles** - Includes loosening the earth around the pole, replumbing the pole, tamping and restoration of surface to a neat appearance. This includes all classes and sizes. This applies to existing poles only.

Unit of measure: each

615010 **Setting/Removing Pole** (any size) in Power.

Unit of measure: each

Note: Does not include poles which have been topped and pose no power hazard when removing

615011 **Place/Remove Pole Block** - Includes placing a pole block anchor on an existing or new pole including all excavation, anchor installation below ground surface and all restoration.

Unit of measure: each

615012 **Place/Remove Pole Block and Key** - Placement of additional pole key anchor at the base of the pole.

Unit of measure: each

STENCILING POLE

615013 Means placing the required stenciling on existing pole to make it coincide with continuing property records. This includes removing any old stencils when necessary to renumber a pole. Poles are to be stenciled, as required, when set.

Unit of measure: each

ADDITIONAL CHARGES FOR EXCAVATION OF SOLID ROCK/CORAL TO SET
POLE/ANCHOR

- 615014 When rock must be removed from hole by means of a jack hammer, blasting or other mechanical means, this rate will be paid in addition to pole/anchor placing rate. This unit rate will not be billed without prior approval of the Company.
Unit of measure: each

PLACE ANCHOR

- 615015 Includes hauling anchor to the job site and all required work to properly install anchor in correct position and proper depth. Includes screw and expanding type anchors.
Unit of measure: each

REMOVE ANCHOR/ROD

- 615016 Removal of the anchor/rod out of the ground, all restoration as required, and haul anchor/rod to designated storage area.
Unit of measure: each

PLACE/REMOVE GUY

- 615017 Place/Remove Guy (any size). Includes the hauling of all required material and associated hardware, boring any necessary holes, placing/removing bolts and making up, remove or retensioning guy, complete. (This includes guy guard, span guys, sidewalk guys, overhead guys and down guys.)
Unit of measure: each

PLACE/GROUND AERIAL PROTECTOR TO AERIAL GROUND WIRE OR GROUND ROD

- 615018 Includes hauling protector and associated equipment to the job site mounting the protector, connecting to line wires and bonding protector to Power Company vertical ground wire or to grounded cable messenger. In the absence of one of these grounds, a ground wire is to be run from the protector up the pole with sufficient length left coiled for attachment to the Power Company horizontal neutral by Power Company employees, or at the discretion of the Company, bond the protector to a ground rod and securing it with appropriate cleats or staples. It does not include placing ground rod.
Unit of measure: each

REMOVE/TRANSFER PROTECTOR (ANY TYPE)

- 61019 Includes removing wires from protector, removing protector and hauling to designated storage area. It also may include moving of protector on the same pole or transferring it to a replacing pole at the same location.
Unit of measure: each

PLACE GROUND RODS

- 615020 This unit includes hauling the ground rods to the work location and installing, either mechanically or manually, the number of rods required to obtain the ground as indicated on the work drawing. This includes megger testing grounds requiring the installation of multiple rods (includes megger testing) or a single rod, as applicable.
Unit of measure: each

- 615021 Megger Testing of existing Grounds

PLACE GROUND WIRE

- 615022 Includes hauling material to the job site and attaching ground wire to the item being grounded (or bonded) to an aerial ground such as Power Company multi-grounded neutral, grounded messenger strand, ground rod or a properly installed pole butt ground.
Unit of measure: each

Note: This is not to be confused with ground wire placed in conjunction with placing and grounding a protector.

PLACE/REMOVE/TRANSFER AERIAL WIRE

- 615023 Means to place, remove, or transfer aerial wire from pole, crossarm, building or messenger and attach to another pole, crossarm, building, or messenger strand. This will include any guards, cleats and associated hardware as required.
Unit of measure: each

PLACE READY ACCESS TYPE WIRE TERMINAL

- 615024 Includes hauling the terminal to the job site and mounting it on the rural distribution wire. In the case of mounting on self support rural distribution wire, this includes removing the plastic sheath over the core. It also includes any wire terminating.
Unit of measure: each

REMOVE/TRANSFER WIRE TERMINAL

- 615025 Includes the removing or transferring of wires from the terminal, removing or transferring terminal and hauling it to designated storage area.
Unit of measure: each

TRANSFER CABLE TERMINAL

- 615026 Includes the raising or lowering of terminal on the same pole or removing terminal from a pole and attaching it to a replacing pole.
Unit of measure: each

BOND EXISTING STRAND OR GUY

- 615028 Means to bond an existing messenger strand or a guy to a Power Company vertical ground or attach the bonding wire to the strand where the two are not on the same bolt or guy and run up the pole and leave sufficient length coiled up for attachment to Power Company horizontal neutral wire in the absence of a vertical ground wire. Also includes bonding of a guy to a messenger strand or bonding two messenger strands together, if required.
Unit of measure: each

TRANSFER CABLE ATTACHMENT

- 615029 Includes boring hole, if required, and placing suspension clamp on pole, attaching cable and placing supports and spacers as required. Includes transferring cable and all hardware from the pole, removing spacers and supports, if required. (This does not apply when cable is being removed.) Includes boring hole, if required, and raising or lowering the cable on the same pole or removing cable attachment from a pole and attaching it to a replacing pole at the same location.
Unit of measure: each

TRANSFER BURIED RISER

- 615030 Transfer buried riser cable on pole includes replacing cable guards.
Unit of measure: each

PLACE/REMOVE/TRANSFER AERIAL LARGE APPARATUS

Place large apparatus such as load coils (400 and larger), air dryers, cross connects, etc. and covers hauling the apparatus and required mounting hardware from the storage location to the job site and properly mounting on pole or strand. Removals applies to removal of apparatus from a pole or strand after it has been unspliced from the cable and hauling to a designated storage location.

Unit of measure: each

- 615031 Place
- 615032 Remove
- 615033 Transfer

Note: The Contractor is responsible for exercising due care in handling load coils to prevent damage.

PLACE MESSENGER STRAND (ALL SIZES)

615034 Includes hauling the strand to the point of use, stringing out pulling up to required tension and tightening the cable attachment or clamp. It also includes boring holes and placing suspension clamps. It does not include extension arms or any special construction. This includes bonding to all existing facilities per company specifications.

Unit of measure: foot

REMOVE MESSENGER STRAND (ALL SIZES)

615035 Includes removal of strand and all associated mounting hardware and returning of all material to a designated storage area..

Unit of measure: foot

Note: This unit will not be utilized when removing strand and cable in one operation.

TRANSFER MESSENGER STRAND/CABLE (ALL SIZES)

615036 Applies to transferring or swinging of strand/cable and all associated mounting hardware as designated and will include any retensioning required.

Unit of measure: span

PLACE/REMOVE CABLE EXTENSION ARM

This unit covers the placement of a cable extension arm to clear obstacles. It also includes removal and returning it to a designated storage area.

Unit of measure: each

- 615037 Place
- 615038 Remove

TRANSFER FOREIGN UTILITIES

615039 This unit applies to transferring/swinging of foreign utilities (Cable TV, etc.,)

Unit of measure: per attachment

PLACE/REMOVE FALSE DEADEND (USING GUY CLAMPS)

615040 Includes hauling material to the job site, cutting/removing required length of strand for false deadend, and installing/removing the false deadend with the use of guy clamps.

Unit of measure: each

Note: Not included under new construction.

STRAND DEADEND

615041 Support strand deadend when not associated with new strand installation. Includes placement of all hardware, proper tensioning and bonding of strands.

Unit of measure: each

REMOVE ALL SIZES OF RURAL DISTRIBUTION WIRE

615042 Includes removing all associated supporting attachments and removing the wire in the most convenient and safe manner and hauling it to designated storage area.

Unit of measure: foot

PLACE AERIAL CABLE ON STRAND

This covers hauling cable (all types) to job site, pulling in and lashing cable to strand. This also includes leaving facilities at the proper sag at the completion of the installation and placement of fiber optic cable tags as required.

Unit of measure: foot

- 615045 Copper Cable 100 Pair and Under
- 615046 Copper Cable 101 - 400 Pair
- 615047 Copper Cable 401 Pair and Over
- 615048 Fiber Cable
- 615049 Backpull where required by the company, with prior approval

REMOVE AERIAL CABLE

Means to remove lashing wire/delashing aerial cable and all associated items such as terminals, splice closures, etc., from the messenger strand and pole in a safe and convenient manner and hauling it to a designated storage area. This also includes cutting the cable in short pieces when requested by the Company. Removing messenger strand is not included.

Unit of measure: foot

- 615052 Copper Cable 300 Pair and Under
- 615053 Copper Cable 301 Pair and Over
- 615054 Fiber Cable

PLACE/REMOVE OSCILLATION DAMPERS

Placement/Removal of oscillation dampers on aerial cable to eliminate cable oscillation. Dampers may be performed or B cable strap between two cables. No unit applied for removal when dampers are removed with cable and strand.

Unit of measure: each

- 615055 Place
- 615056 Remove

PLACE FIBER MARKER TAGS

615057 Place fiber marker tags as required.

Unit of measure: each

Note: This unit to be utilized on existing routes. New cable placement includes placement of marker tags.

LASH CABLE TO EXISTING CABLE

615058 Includes hauling necessary materiel to the job site, making necessary supporting attachments, and pulling in and lashing new cable to cable already in plant. It will include any tree guard and all retentioning, as required.

Unit of measure: foot

PLACE/REMOVE SELF SUPPORTING CABLE

This includes hauling cable and associated mounting hardware to the job site and properly placing it in plant. This includes removing all sizes and covers the safe and convenient it to a designated storage location.

Unit of measure: foot

615062 Place

615063 Remove 300 pair and under

615064 Remove 301 and larger

Note: This unit will also be utilized when removing strand and cable in one operation.

CLEAT FACILITIES TO POLE OR BUILDING

This covers all work necessary to cleat a cable, ground wire, drop to walls, backboards, poles, boat docks, according to Company specifications.

Unit of measure: foot

615065 Cleat Cable 1 - 200 pair

615066 Cleat Cable over 200 pair

615067 Cleat Ground Wire or Service Wire

PLACE/REMOVE "U" CABLE GUARD

- 615068 Includes hauling material to the job site and securing "U" guard with straps and drive screws or with drive screws only, as applicable. Includes removing "U" guard and all associated mounting attachments and hauling to designated storage area.
Unit of measure: each

TREE TRIMMING

- 615069 Trimming performed as clearance trimming is one foot from the cable placed. Contractor is responsible for notification of property owners when tree trimming is to be performed on or affronting private property. Disposal of brush and/or chips is contractor responsibility. All state right-of-way trimming requires state approval.
Unit of measure: per linear foot
- 615071 Regular tree trimming is four (4) feet wide and down to ground level. Contractor is responsible for notification of property owners where tree trimming is to be performed on affronting private property. All state right-of-way trimming requires state approval.
Unit of measure: per linear foot

Note: Any required tree trimming for maintenance will be paid by hourly rate with prior Company approval.

BUSH HOG RIGHT-OF-WAY TO COMPANY SPECIFICATIONS

This unit applies when brush must be cleared from the right-of-way to ground level prior to cable placement.

Unit of measure: per linear foot

- 615073 Bush Hog 10' wide
- 615074 Bush Hog 15' wide

TREE GUARD

- 615076 This unit is applied when protective tree guards are required on aerial cable to provide protection from trees, limbs, etc., rubbing the cable.
Unit of measure: each

SQUIRREL/RODENT GUARD

615077 This unit is applied when squirrel/rodent guard is required for protection of the cable.

Unit of measure: per linear foot

EXHIBIT B-2 - - BURIED PLANT SECTION

EXHIBIT B-2 – BURIED PLANT SECTION

CONSTRUCTION DEWATERING

The contractor shall comply with all applicable Federal and State Regulations governing of water from construction dewatering activities.

Verification of compliance may be requested by Sprint at any time. Verification of compliance may include, but is not limited to; laboratory analysis reports, and permit documentation, exemption documentation, etc.

PUMPING OF UTILITY MANHOLES

All utility manhole pumping activities which result in a discharge of water to surface waters or storm sewer drains, must be conducted in accordance with all applicable Federal, State and Local regulations, " applicable law ". Prior to pumping water from utility manholes the contractor shall, at a minimum, test the manhole for flammable and explosive atmospheres, perform a visual inspection for evidence of petroleum pollutants and conduct other reasonable and necessary tests under the presence of suspected pollutants.

Evidence of petroleum pollutants includes visible free petroleum product, diesel or gasoline orders, and/or visible sheen across the water's surface. Where floating petroleum product is not identified, but other visual and olfactory signs indicate potential contamination, the water cannot be discharged to storm water manholes, streets, surface waters or rights of way until tests indicate the water is free of pollutants.

When a contractor identifies a manhole which appears to have polluted water, they shall report the condition to a Sprint manager/supervisor and wait for instructions before proceeding with any pumping operation. Sprint management will make necessary arrangements to have the water analyzed and removed by a licensed hazardous waste disposal company if required.

CABLE DEPTH SPECIFICATIONS

All cable is to be buried at a minimum depth of 24" or as specified on the construction drawings.

Any deviations from the required depth will require the concurrence of the Company.

BURY CABLE ANY METHOD

This covers hauling cable (all types) to the job site and all work required to install it in the ground according to the Company specifications. Prices for this work operation apply to the total footage's of cable installed, including cable placed in laterals to pedestals or poles. This includes plowing parallel to existing facilities, foreign utilities, fences, mailboxes and signs, etc.

Unit of measure: foot

Note: This includes excavation, backfilling and compaction, removal & restoration of sod, seeding & mulching to the satisfaction of the Company, customer and regulatory agencies.

- 616004 Copper Cable (All sizes) Minimum Cover 24"
- 616005 Copper Cable (All sizes) Minimum Cover 30"
- 616006 Copper Cable (All sizes) Minimum Cover 36"
- 616007 Copper Cable (All sizes) Minimum Cover 42"
- 616008 Copper Cable (All sizes) Minimum Cover 48"

- 616009 Fiber Cable (All sizes) Minimum Cover 24"
- 616010 Fiber Cable (All sizes) Minimum Cover 30"
- 616011 Fiber Cable (All sizes) Minimum Cover 36"
- 616012 Fiber Cable (All sizes) Minimum Cover 42"
- 616013 Fiber Cable (All sizes) Minimum Cover 48"

Note: Included in the placement of fiber optic cable is the placement of warning tape 12" below the surface, back pulling, figure eighting of the cable when required to by pass obstacles or to pass through a bore.

616014 An additional charge will be added to the unit prices for each 12" increment or part thereof in excess of 48" in depth.

616015 Additional charge for Rock Unit of measure: linear foot

Note 1: An excavation for buried plant shall be considered rock only when blasting or mechanical means of removal are required.

In the event of a disagreement regarding the nature of excavated material, the Company shall make the final decision, Contractor shall bill Company accordingly.

Note 2: Cable placed in or across drainage ditches must be a minimum of 36" for copper. For fiber optic cable the minimum depth across drainage ditches will be 48". From cultivated or non cultivated areas from drainage ditches from pedestal to pole, minimum depth for copper will be 36" and 48" for fiber optic cable, or as specified on the work drawings by engineering.

REMOVE BURIED CABLE ANY METHOD

616018 This covers all work required to remove all types and sizes of cable from the job site and haul to the Company designated area. Prices will be for total footage and will include cable in closures or riser poles. In addition these prices will include all excavation, backfilling and compaction, removal & restoration of sod, seeding & mulching to the satisfaction of the Company, customer and regulatory agencies.
Unit of measure: foot

Note: Any grouting of abandoned pipe in railroad right-of-way will be paid by Hourly Rate.

PRE RIP PLOW LINE

616019 This unit is required to clear obstacles which would cause a deviation in the proposed route and to ensure proper depth can be maintained. This unit will be used only with prior Company approval.
Unit of measure: foot

PLACE CABLE/CONDUIT IN OPEN TRENCH DUG BY OTHERS

This operation covers hauling the cable and conduit to the job site and all required handling to place it in an open trench dug by others.

Unit of measure: foot

- 616020 Place Cable (All Sizes)
- 616021 Place Metallic/Plastic Pipe
- 616022 Place Subduct
- 616023 Additional charge for backfilling if requested by the Company

BURY ADDITIONAL CABLE/PIPE IN SAME OPERATION

An additional charge, as follows, will be added to the Unit Prices, as applicable, when placing additional cables/pipes in the same burying operation.

Unit of measure: foot

- 616024 Copper Cable (All Sizes)
- 616025 Metallic/Plastic Pipe (All Sizes)
- 616026 Fiber Cable/Subduct

Note: Includes multiple duct conduit (example Tel-duct 4-way 1 1/4" conduit).

- 616027 An additional charge will be added to the unit prices for each 12" increment or part thereof in excess of 48" in depth.

Unit of measure: foot

PUSH PIPE

This covers hauling the pipe to the job site, supplying and using all necessary tools and equipment, all required digging in connection with the operation, and installing the pipe where required by pushing pipe. This also includes backfilling and compaction, removal and restoration of sod and seeding & mulching to satisfy Company, customer and governmental agencies. If after two attempts installation is not possible, contact the local Company supervisor or the OSP engineer for instructions. An attempt is defined by moving location at least 24". The final decision is at the discretion of the Company.

Unit of measure: foot

616030 Push Pipe, up to 2", Minimum Cover 24"

616031 Push Pipe, up to 2", Minimum Cover 30"

616032 Push Pipe, up to 2", Minimum Cover 36"

616033 Push Pipe, up to 2", Minimum Cover 42"

616034 Push Pipe, up to 2", Minimum Cover 48"

616035 Push Pipe, 2 1/2"-4", Minimum Cover 24"

616036 Push Pipe, 2 1/2"-4", Minimum Cover 30"

616037 Push Pipe, 2 1/2"-4", Minimum Cover 36"

616038 Push Pipe, 2 1/2"-4", Minimum Cover 42"

616039 Push Pipe, 2 1/2"-4", Minimum Cover 48"

616040 Push Pipe, over 4", Minimum Cover 24"

616041 Push Pipe, over 4", Minimum Cover 30"

616042 Push Pipe, over 4", Minimum Cover 36"

616043 Push Pipe, over 4", Minimum Cover 42"

616044 Push Pipe, over 4", Minimum Cover 48"

616045 An additional charge will be added to the unit prices for each 12" increment, or part thereof, deeper than 48".

JACK AND BORE PIPE

This unit provides for the placing of pipe by means of a boring machine and it must be performed according to DOT requirements.

Unit of measure: foot

- 616050 Jack & Bore Pipe, up to 2", Minimum Cover 24"
- 616051 Jack & Bore Pipe, up to 2", Minimum Cover 30"
- 616052 Jack & Bore Pipe, up to 2", Minimum Cover 36"
- 616053 Jack & Bore Pipe, up to 2", Minimum Cover 42"
- 616054 Jack & Bore Pipe, up to 2", Minimum Cover 48"

- 616055 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 24"
- 616056 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 30"
- 616057 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 36"
- 616058 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 42"
- 616059 Jack & Bore Pipe, 2 1/2"-4", Minimum Cover 48"

- 616060 Jack & Bore Pipe, over 4", Minimum Cover 24"
- 616061 Jack & Bore Pipe, over 4", Minimum Cover 30"
- 616062 Jack & Bore Pipe, over 4", Minimum Cover 36"
- 616063 Jack & Bore Pipe, over 4", Minimum Cover 42"
- 616064 Jack & Bore Pipe, over 4", Minimum Cover 48"

- 616065 An additional price will be added to the unit prices for each 12" increment, or part thereof, deeper than 48" deep.

ROCK BORING

Additional price as follows will be added when rock is encountered sufficient to require use of a non-standard auger head.

Unit of measure: foot

616070 Rock Boring, Minimum Cover 24"

616071 Rock Boring, Minimum Cover 30"

616072 Rock Boring, Minimum Cover 36"

616073 Rock Boring, Minimum Cover 42"

616074 Rock Boring, Minimum Cover 48"

616079 An additional price, will be added to the unit prices for each 12" increment or part thereof, deeper than 48" deep.

PUSH ROD OR NON-CASED BORE-DRIVEWAYS/ROADWAYS

This covers a non-cased boring operation to pull cable under obstructions such as driveways/roadways or trees when a pipe/casing is not required. This will include all required pits.

Unit of measure: foot

616081 Place Bore 1" - 3"

616082 Place Bore larger than 3"

BURY STEEL PIPE - 6" AND SMALLER - ANY METHOD

This covers hauling pipe to job site and burying it by any method. It includes excavation, backfilling, compaction and restoration of sod/seed & mulch to satisfaction of the Company, customer and governmental agencies.

Unit of measure: foot

- 616083 Bury Steel Pipe 6" & smaller Minimum Cover 24"
- 616084 Bury Steel Pipe 6" & smaller Minimum Cover 30"
- 616085 Bury Steel Pipe 6" & smaller Minimum Cover 36"
- 616086 Bury Steel Pipe 6" & smaller Minimum Cover 42"
- 616087 Bury Steel Pipe 6" & smaller - 48"

- 616088 Each additional pipe when more than 1 pipe is required in the same trench.
- 616089 An additional price, will be added to the unit prices for each 12" increment or part thereof, deeper than 48".

BURY PLASTIC PIPE - 6" AND SMALLER - ANY METHOD

This item includes multiple duct conduit (example Tel-duct 4-way 1 1/4" conduit). Any required couplings are also included.

Unit of measure: foot

- 616091 Bury Plastic Pipe 6" & smaller Minimum Cover 24"
- 616092 Bury Plastic Pipe 6" & smaller Minimum Cover 30"
- 616093 Bury Plastic Pipe 6" & smaller Minimum Cover 36"
- 616094 Bury Plastic Pipe 6" & smaller Minimum Cover 42"
- 616095 Bury Plastic Pipe 6" & smaller Minimum Cover 48"

- 616096 Each additional pipe when more than 1 pipe is required in the same trench.

BRIDGE ATTACHMENT

- 616098 This unit consists of the necessary labor for installing of steel or plastic conduit along bridges. Details of the method of installation will be on construction work prints.
Unit of measure: foot

PLACE "U" CABLE GUARD/PROTECTIVE PLANKING OVER BURIED CABLE

- 616099 This covers hauling the material to the required job site, clearing away sufficient dirt and placing the "U" guard/planking horizontally over the cable to protect it from dig-in damage at locations where the cable may be more susceptible to damage such as where it crosses over road culverts.
Unit of measure: each

PLACE CABLE/INNERDUCT IN CONDUIT

This operation covers loading of cable or innerduct onto the Contractor's vehicle(s), transporting it to the job site and pulling it into underground, direct buried, or building conduit. This includes pumping out and ventilating manholes, as applicable; "rodding" the duct; pulling in the winch line and pulling the appropriate size leather washer or wire brush duct cleaner, attached in line with the winch, through the duct ahead of the cable. This will also include maintaining all required air pressure.

These prices apply to cable/innerduct pulled into underground duct runs between manholes, building conduit and to direct buried ducts which require the same procedures.
Unit of measure: foot

- 616101 Place cable in conduit
616102 Place Innerduct in conduit
616103 Additional charge for each additional cable/innerduct when more than one (1) cable/innerduct is required.

BURY SUBDUCT FOR FIBER CABLE

This covers hauling subduct to the job site and burying it with any required couplings.
Unit of measure: foot

- 616105 Place one (1) subduct
616106 Each additional subduct when more than one (1) subduct is required.

PLACE FIBER OPTIC CABLE IN SUBDUCT

- 616110 The rate for placing fiber optic cable in subduct includes loading of cable and transporting it to the job site and pulling it in direct buried subduct. It also includes excavating, backfilling and restoration of all intermediate access pits required as pull holes to assist in pulling cable into buried subduct.
Unit of measure: foot

REMOVE UNDERGROUND CABLE

- 616112 This covers all work operations necessary to remove cable from duct systems between manholes or from direct buried duct and plugging the ducts after the cable has been removed. This includes the required care to remove such cable and transport it to a designated storage location.
Unit of measure: foot

MANDREL DUCT/INSTALL PULL WIRE

- 616114 This operation applies to mandrelling ducts at the request of the Company to determine the condition of the duct. This operation covers pumping and ventilating manholes, "rodding" the ducts and the necessary steps to pull the required size of mandrel through the ducts. It also includes pulling in behind the mandrel a pull-in wire (or acceptable substitute), if requested by the Company.
Unit of measure: foot

PLACE FIBER OPTIC CABLE IN CONDUIT/INNERDUCT

- 616117 This operation covers loading of fiber optic cable and transporting it to the job site and pulling it into underground or building conduit. This includes pumping out and ventilating manholes, "rodding" the duct, pulling ahead of the fiber optic cable, the appropriate size leather washer or wire brush duct cleaner in line with the winch line and securing fiber optic cable to manhole walls with cable cleats.
Unit of measure: foot

REMOVE UNDERGROUND FIBER OPTIC CABLE

- 616119 This covers the necessary work operations to remove cable from any duct system and transport it to a designated storage location. It also includes plugging the ducts after the cable has been removed.
Unit of measure: foot

REMOVE INNERDUCT

616121 This covers all work operations necessary to remove innerduct from duct systems between manholes or from direct buried duct. This includes the required care to remove such innerduct without its getting damaged and place it on a reel and transport it to a designated storage location.

Unit of measure: foot

DIG/FILL SPLICE PIT - SAME DAY

This covers the digging/backfilling, by any method, splice pits large enough for the splicer to properly perform all required splicing operations. Hourly Rate may be charged only as follows:

- Splice pits requiring bracing or shoring.
- Splice pits dug in fluid soil. (This condition exists when water is constantly washing soil into the pit requiring shoring and/or the use of a water pump to keep water out of the pit.
- Splice pits five feet or more in depth.
- Splice pits in rock, marl, or "gumbo" requiring use of a pick.
- Splice pits at locations requiring cutting of thick tree roots. Hourly Rates do not apply when only a few, scattered roots are encountered.

Hourly Rate charges for digging splice pits are to be charged only with prior Company approval. The use of water pumps in connection with digging splice pits will be considered a part of the "Splicer's Truck E/W Tools" and Hourly Rate compensation will be made under that billing category when applicable. At no time will Hourly Rate and Unit Rate both be charged for the same splice pit.

Unit of measure: each

616124 Dig/Fill Straight Splice Pit

616125 Dig/Fill Lateral Splice Pit

SPLICE PIT (RETURN VISIT)

- 616126 This covers the backfilling, by any method. It also includes the pit being properly tamped as it is being filled and, where applicable, grass sod restored and tamped. Where sod is not used, the dirt will be distributed and leveled so as to be accepted by property owners or by local state governmental authorities and the Company. It also includes, where applicable, seeding and mulching the splice pit area. This covers the required preparation of the soil and seeding with a governmental agency approved grass seed. This also includes furnishing and spreading of the necessary amount of mulch. This will only be paid with prior Company approval.
Unit of measure: each

BURY LOAD COIL

- 616128 Includes hauling load coil from storage location to job site, digging burying pit, properly positioning the load coil in the pit for splicing and backfilling the pit. It also includes taking the proper precautions in handling the load coil to not damage the stub. If fluid soil conditions are encountered sufficient to require shoring of the burying pit, all time required for the burying operation may be billed for at Hourly Rates upon approval of the Company.
Unit of measure: each

PLACE/REMOVE CABLE WARNING (OR ROUTE) SIGN/MARKER/POST

- 616130 Place/Remove Warning Sign/Marker Post.
Unit of measure: each

GROUNDING PEDESTAL

- 616132 This unit covers placing a #6 ground wire between the ground bar of the pedestal and a ground rod or between the ground bar and power company MGN.
Unit of measure: each

PLACE BURIED GROUND WIRE

- 616134 This unit covers hauling #6 ground wire to the job site, burying by any method at the required depth, terminating it on the ground bar of a pedestal and attaching it to a Power Company MGN.
Unit of measure: foot

STENCILING PEDESTAL NOT IN CONJUNCTION WITH BURYING CABLE

- 616135 This unit includes visiting the job site and placing the complete pedestal location number.
Unit of measure: each

PLACE BURIED CABLE PEDESTAL

This unit includes hauling materials to the job site and the placing of any above ground fixtures used for enclosing or terminating buried or trenched cable. The work operation includes the placing of all parts of the fixture (terminal, mounting brackets, metal terminal post, etc.) which are required at any one location, and also includes the feeding of cable properly into the fixture. (This does not include any splicing, bonding, grounding, or placing of "U" guards.) It does include placing of pea gravel according to Company practices when requested to do so by the Company. (Pea gravel will be furnished by the Company.). Also includes the placement of decals and stenciling with proper CPR identification.

Unit of measure: each

- 616137 10 Inch And Smaller
616138 Larger Than 10 Inch
616139 Building Mounted Pedestal

PLACE CROSS-CONNECT BOX

- 616141 Includes hauling cross-connect box to the job site, placement of the box on the pad, cable subs, and attachment of all anchor bolts to the mounting hardware.
Unit of measure: each

REMOVE BURIED CABLE PEDESTAL (ANY SIZE)

- 616143 This includes any required digging for removal of the housing, removing cable from the base, cutting off cable below ground line, if applicable, surface restoration replacement of sod, etc., and hauling housing and all salvagable material to designated storage area.
Unit of measure: each

PLACE PREFABRICATED PADS

- 616147 This unit includes hauling material to job site preparation as required, placing of the pad and site restoration. Also included will be the placement of any required conduits.
Unit of measure: each

POUR PAD

- 616150 This unit includes hauling material to job site, surface preparation, pad and template installation and surface restoration. A template will be provided by the Company other materials are the contractors responsibility. Also included will be the placement of any required conduits.
Unit of measure: square foot

SAW AND REMOVE ASPHALT PAVEMENT

- 616151 This covers the furnishing of all tools and equipment and the breaking up and removal of asphalt pavement in situations where a concrete cutting saw is required and used in connection with the asphalt pavement removal. It includes the prompt removal and proper disposal of removed asphalt from the job site.
Unit of measure: square foot

RESTORE ASPHALT PAVEMENT

- 616152 This covers the furnishing of all required materials and restoring asphalt pavement to original condition or to comply with the applicable local specifications, if such specifications are more stringent.
Unit of measure: square foot

SAW AND REMOVE CONCRETE

- 616153 This covers the furnishing of all required tools and equipment and breaking up and removing concrete when a concrete saw is required and used in connection with the concrete removal. It includes the prompt removal and proper disposal of the old concrete from the job site.
Unit of measure: square foot

RESTORE CONCRETE

- 616154 This covers the furnishing of all required materials and restoring concrete pavement to original condition or to comply with the applicable local specifications, if such specifications are more stringent.
Unit of measure: square foot

REMOVE BRICK PAVEMENT

- 616156 This means to furnish all required tools and equipment to remove brick pavement. It includes the prompt removal and proper disposition of the bricks from the job site, unless they are to be re-used. If the bricks are to be re-installed, this operation also covers the proper and safe storage of the bricks until they are ready for re-use.
Unit of measure: square foot

RESTORE BRICK PAVEMENT (USING REMOVED BRICKS)

- 616158 This covers the furnishing of all required tools, equipment and miscellaneous materiel required and to restore brick pavement to the satisfaction of the local authority, public or private, as the case may be.
Unit of measure: square foot

RESTORE GRAVEL, CRUSHED ROCK OR LIMEROCK

This covers the furnishing and hauling to the job site either of the required type materiel, furnishing all required tools and equipment and properly placing and tamping according to prevailing State, County, or Municipal specifications. This covers placing new gravel, crushed rock or limerock, as applicable, in parking areas, open cuts across roads and streets, etc.
Unit of measure: square foot

- 616159 Six inch (6") increments.

WATERING SOD

- 616162 This item applies when an additional water application to "in place" sod, under extremely dry conditions, is requested by the Company.
Unit of measure: square foot

REMOVE AND REPLACE SOD

616163 This covers furnishing tools, equipment and new sod, if required, and all necessary work operations to remove sod, as required, and, replacing the same or new sod, according to prevailing conditions and requirements. This applies only to locations where sod, when removed, has to be replaced; therefore, the Contractor may remove and temporarily store the sod and then re-use it, otherwise, new sod should be installed.

Unit of measure: square foot

Note: Where new sod is required, the State or Federal Department of Agriculture pest control requirements regarding imported fire ants must be satisfied. When required, the Contractor must furnish written certification that the sod used was obtained from an area outside the zone of quarantine of the imported fire ant or that the sod is free of the imported fire ant.

SEED/MULCH/STRAW

616164 This covers the required preparation of the soil, furnishing fertilizer and seed, and fertilizing and seeding with a governmental agency approved grass seed. This also includes furnishing and spreading of the necessary amount of mulch. Tack is included when required by state DOT.

Unit of measure: square foot

PLACE PEA GRAVEL IN EXISTING PEDESTAL

This covers transporting to the job site, pea gravel or an approved urethane type foam, and placing it in the base of an existing pedestal to form a moisture barrier. It also includes plugging the drop wire channel with duct plug.

Unit of measure: each

616166 4" - 10" pedestal

616167 Over 10" pedestal

RAISE/LOWER MANHOLE FRAME

This includes all necessary materiel, equipment, and labor necessary to raise/lower the manhole frame to the required level.

Unit of measure: each

616168 Up to 12" using masonry and/or bricks

616169 ' increment using masonry and/or brick

Note. Excavation and restoration associated with raising or lowering manhole frame will be billed at the appropriate Unit Rate as defined in the unit work description for the work operations.

CORE BORING IN OFFICE VAULTS AND/OR MANHOLES

616173 This includes furnishing of all equipment and labor necessary to core bore a hole through the concrete wall of a central office vault or manhole for the purpose of installing cable, load coil stub, conduit, etc. It also includes sealing around the duct terminator, sleeve or conduit as applicable.

Unit of measure: each

PLACE SPLICE BOX

This includes all equipment required for hauling the splice box from the storage location to the job site, all excavating and placement of the splice box at the required depth. It also includes termination and sealing conduits, backfilling the excavation and placing the proper amount of cover over the box when requested. It includes compaction, removal and restoration of sod, seeding & mulching to satisfy the Company and governmental agency requirements. All other surface restoration will be invoiced at the appropriate rates as defined in the unit work description for the work operation.

Unit of measure: each

616175 Place splice box, concrete, fiber glass, plastic

Note: Includes installation of ground wire and associated hardware when required.

DIRECTIONAL GUIDED BORING

This includes hauling all required material to the job site, excavating, backfilling and restoration of all required surface access pits and launching and receiving pits. Additionally it includes transporting and setting up all equipment used to perform the Directional Guided Boring operation and installing the cable or conduit. (Company will accept billing for directional boring, and any conduit/subduct placement only when the design engineer specifies on the work drawings.)

Unit of measure: foot

- 616200 Single cable/subduct/conduit up to 2"
- 616202 Single cable/subduct/conduit - 2 1/4" to 4"
- 616204 Single cable/subduct/conduit - 4 1/4" to 6"
- 616206 Additional cable/subduct/conduit up to 2"
- 616208 Additional cable/subduct/conduit - 2 1/4" to 4"
- 616210 Additional cable/subduct/conduit - 4 1/4" to 6"
- 616212 Stream Crossing up to 4"
- 616214 Stream Crossing 4 1/4" to 6"
- 616220 Additional stream crossing up to 4"
- 616222 Additional stream crossing 4 1/4" to 6"

Note: For billing purposes, the largest diameter cable/subduct/conduit (material item) will be considered the main material item placed.

OPENING TRENCH, ANY METHOD

- 616223 Opening trench, any method. Includes opening trench, 36" to 42", and hand digging when required. This includes excavation, backfilling and compaction, removal and restoration of sod, seeding and mulching to the satisfaction of the company, customer and regulatory agencies. The length of buried cable wire for compensation purposes is computed by cable footage and is compensated under unit 616020

**WORK OPERATIONS FOR WHICH NO UNIT PRICES HAVE BEEN ESTABLISHED
WILL BE PERFORMED ON HOURLY RATES WITH PRIOR COMPANY APPROVAL**

EXHIBIT B-3 - - BURIED SERVICE WIRE SECTION

BURIED SERVICE WIRE SECTION

When buried service wire is buried in any road right-of-way, compliance with all federal, state, and local regulations is required.

PLACE BURIED SERVICE WIRE - ANY METHOD

This unit price applies to all buried service wire regardless of the installation method used. The unit price includes hauling the buried service wire from the storage location to the job location and all labor & equipment required for placing. This operation also includes the restoration of all public and private property to its original or satisfactory condition. This includes removal and restoration of sod or seeding & mulching as applicable. This also includes sealing buried service wire chute with approved sealant, i.e. perma gum and placing pea gravel as required.

Note 1: When charging for footage of wire installed, the Contractor is to bill only for footage which is directly buried after service wire is placed in service. Waste or required coil for termination is not to be billed for.

Note 2: Each buried service wire 1-6 pair will be considered an individual Unit for billing.

Note 3: Basic service wire installations include:

- All trenching by any method.
- Splicing reel ends when applicable or the interception of an existing service wire.
- Ground fault readings and continuity test.
- Completion of all forms.
- Placement of house risers and trailer stakes.

The following are minimum guidelines for the placement of buried service wire and each state may have more stringent requirement that must be followed.

Minimum Depth on state right of way.....	24"
Minimum Depth in soil.....	12"
Minimum Depth in rock.....	6"
Minimum Depth under sod ditch	36"
Minimum Depth under Pavement.....	36"-48"
Minimum Depth under cultivated area.....	36"

617030 1' through 150'

Unit of measure: each

617031 Additional to Item 617030, over 150'

Unit of measure: foot

Florida only:

617035 Additional Charge Burying DB-Minimum Cover 24"

Unit of measure: foot

617036 Additional Charge Burying DB-Minimum Cover 30"

Unit of measure: foot

617037 Additional Charge Burying DB-Minimum Cover 36"

Unit of measure: foot

617038 Additional Charge Burying DB-Minimum Cover 42"

Unit of measure: foot

617039 Additional Charge Burying DB-Minimum Cover 48"

Unit of measure: foot

PLACE IN OPEN TRENCH

617032 This unit consists of the necessary labor for installing BSW in a trench previously opened by others. This includes placing a minimum 6" tamped soil for separation purposes when required.

Unit of measure: foot

BACKFILL TRENCH OPENED BY OTHERS

617033 This unit consists of the necessary labor for backfilling of trench opened by others for placement of BSW. This also includes all clean up and restoration.

Unit of measure: foot

SIDEWALK BORE

617056 This covers a non-cased boring operation to pull cable under obstructions such as sidewalks or trees when a pipe/casing is not required.

Unit of measure: foot

CUT OVER BURIED SERVICE WIRE

Included in the price of cutover is:

617058

- Termination, bond and/or grounding of the BSW at the terminal and protector. (includes placing transferring or removal of protector/NID) where applicable.
- Dial revert and subscriber loop transmission/noise test to insure proper service to the customer has been provided.
- Removal of temporary/existing BSW and any unused house attachments (including two (2) spans of temporary or aerial drop.)
- Next day call back to assure customer satisfaction.
- Unit of measure: each

SPLICE BURIED SERVICE WIRE

617060 This Unit Price will apply when an existing buried service wire is in trouble or cut and requires a maintenance splice. This price includes all excavation and backfilling necessary to splice the buried service wire with the Company furnished material. This price will not apply when the Contractor cuts existing buried service wires while installing new ones. In this case, the existing buried service wire will be repaired without cost to the Company

The buried service wire will be spliced and encapsulated per the Company's System Practices. This is a per splice Unit Price. If a piece of buried service wire is spliced requiring two (2) butt splices, two (2) splices will be billed for.

Unit of measure: each

EXHIBIT B-4 - - CABLE SPLICING SECTION

EXHIBIT B-4 - - CABLE SPLICING SECTION

STRAIGHT SPLICE - AERIAL/UNDERGROUND/BURIED

This covers the permanent connecting of the central office end and the field end of a cable pair not involving any bridging at aerial, underground and buried splice locations. It includes all associated bonding and grounding, as required, in connection with the splicing operation arranging the cable for splicing, identification and isolation of conductor binder groups, as required. This operation does not include splice enclosure, encapsulation nor digging splice pits. Splicing to be completed utilizing Sprint approved connectors. Includes the placement of sealant boxes on module splices where required.

Unit of measure: pair

Note 1: Spare pairs and interstitial pairs are not to be included when determining Unit Prices to be paid for cable splicing. For example, when splicing a 303 pair cable, the Unit Rate to be charged will be the rate for a 300 pair splice.

Note 2: For billing purposes pairs to be billed will be a lump sum total of the pairs spliced regardless of the number of cable sheaths.

1-400 pair

- 618002 Underground Paper Insulated
- 618003 Underground PIC
- 618004 Buried/Aerial Paper Insulated
- 618005 Buried/Aerial PIC

401-and over

- 618006 Underground Paper Insulated
- 618007 Underground PIC
- 618008 Buried/Aerial Paper Insulated
- 618009 Buried/Aerial PIC

PRE-CONNECTORIZED SPLICING

This includes all cables, stubs, blocks, building entrance protectors, pair gain devices, or any other apparatus with pre-connectorized conductors and any associated or incidental work, such as placing or removing modules/blocks will be included in the unit price of this item. Make up for this item will be billed under appropriate work operation. This covers the permanent connecting of individual wires of a pair to the individual wires of another pair. It includes all associated bonding and grounding as required in connection with the splicing operation. It also includes permanent binder group identification and stenciling, including placing decal and setting up of cables as required in connection with completion of the splice. Payment will be for total pairs splice.

Unit of measure: pair

618010 1-400 pair

618011 401 and over

SPLICE CLOSURE- (REMOVE/REPLACE)

AERIAL/UNDERGROUND/BURIED

This unit rate will be billed when it is necessary to remove and reenter a closure from an existing splice for the purpose of splicing additional cable pairs. This applies only to sealed type splice closures. It includes ensuring proper bonding, reinstallation of closure and flash testing the closure and changing of end plates as required.

Unit of measure: each

Closure Size - 6 1/2" and smaller

- 618012 Underground Closure
- 618013 Buried/aerial Closure

Closure Size - over 6 1/2"

- 618014 Underground Closure
- 618015 Buried/aerial Closure

End Plates - 6 1/2" and smaller

- 618016 Underground Closure
- 618017 Buried/aerial Closure

End Plates - over 6 1/2"

- 618018 Underground Closure
- 618019 Buried/aerial Closure

BRIDGE SPLICE/HALF TAP -AERIAL/UNDERGROUND/BURIED
CABLE CUT

This applies to splices made when the cable has been cut at aerial, underground and buried splice locations. It covers the permanent connecting of each wire of a pair to the corresponding wire of another pair, or pairs, so as to form a joint between three or more wires. Where a splice requires the connecting of three or more wires in the same joint, payment will be made for the total number of pairs bridged.

This work operation includes all associated bonding & grounding, identification and isolation of conductor binder groups, placing and "setting up" of the cable stub(s), as required, and the complete installation of the applicable splice enclosure. Splice encapsulation or digging and filling splice pits is not included.

Unit of measure: pair

1-400 pair

- 618020 Underground Paper Insulated
- 618021 Underground PIC
- 618022 Buried/Aerial Paper Insulated
- 618023 Buried/Aerial PIC

401 and over

- 618025 Underground Paper Insulated
- 618026 Underground PIC
- 618027 Buried/Aerial Paper Insulated
- 618028 Buried/Aerial PIC

BRIDGE SPLICE/HALF TAP AERIAL/MANHOLE/BURIED
CABLE NOT CUT

This applies to splices made when the cable has been cut at aerial, underground and buried splice locations. It covers the permanent connecting of each wire of a pair to corresponding wire of another pair, or pairs, so as to form a joint between three or more wires. Where a splice requires the connecting of three or more wires in the same joint, payment will be made for the total number of pairs bridged.

This work operation includes all associated bonding & grounding, identification and isolation of conductor binder groups, placing and "setting up" of the cable stub(s), as required, and the complete installation of the applicable splice enclosure. Splice encapsulation or digging and filling splice pits is not included.

Unit of measure: pair

1-400 pair

- 618030 Underground Paper Insulated
- 618031 Underground PIC
- 618032 Buried/Aerial Paper Insulated
- 618033 Buried/Aerial PIC

401 and over

- 618034 Underground Paper Insulated
- 618035 Underground PIC
- 618036 Buried/Aerial Paper Insulated
- 618037 Buried/Aerial PIC

CUT OUT BRIDGE

This operation covers all work necessary to remove the splice enclosure and disconnect a cable conductor from a conductor to which it has been bridged (twisted joint or mechanical connector joint). It covers re-insulating, if required, of the joint from which the bridged conductor was disconnected. It covers rebonding and grounding but does not cover splice enclosure, encapsulation nor digging and filling splice pits. If it is necessary to remove the mechanical connector, resplicing the conductors will be paid at the applicable splicing rate, if approved in advance by the Company.

Unit of measure: pair

1-400 pair

- 618041 Underground Paper Insulated
- 618042 Underground PIC
- 618043 Buried/Aerial Paper Insulated
- 618044 Buried/Aerial PIC

401 and over

- 618045 Underground Paper Insulated
- 618046 Underground PIC
- 618047 Buried/Aerial Paper Insulated
- 618048 Buried/Aerial PIC

PAIR IDENTIFICATION AND TESTING

618050 TESTING - This means the identification of individual cable pairs from a central office or any point of termination by the tone or battery method. Such testing is not in conjunction with any work operation listed in this contract will be paid for only at the request of the Company in addition to the unit price of the work operation with which it is associated. Before testing color coded cable, it shall be agreed upon by an appropriate Company supervisor and the contractor that such testing is necessary.

Unit of measure: pair

SPLICE FIBER OPTIC CABLE

This covers the permanent connecting of the Central Office end and the field end of individual fibers at aerial, underground and buried splice locations. It includes testing each fiber spliced at each location with an OTDR and furnishing the Company with a copy of the OTDR trace and applicable documentation. It also includes end to end insertion loss measurements with appropriate test sets, as prescribed by the Company. It includes all associated bonding and grounding, in connection with the splicing operation, arranging the cable for splicing. This operation does not include splice encapsulation nor digging splice pits, when applicable. The splicing method, i.e. fusion or mechanical, will be specified by the Company.

Unit of measure: per fiber

- 618052 Fusion Single
- 618053 Mass Fiber Fusion
- 618054 Single Mechanical
- 618055 Mass Mechanical

FIELD INSTALLED CONNECTOR

This covers all work necessary to install field installable connectors on the end of the fiber optic cable to provision for termination of the fiber. The type of connector will be specified by the Company.

Unit of measure: each

- 618056 Install Field Installable Connectors
- 618057 Mechanical Polishing Required
- 618058 Mechanical Polishing Not Required

PLACE/SPLICE TIP CABLE

This covers the permanent connecting of the pairs of an entrance cable to the pairs of main distribution frame terminating cables in a central office. It includes the splicing of individual and various sizes of tip cables or pre-tipped MDF connectors to the entrance cable.

Unit of measure: pair

- 618060 Paper
- 618061 Pic

SECTION TRANSFER

This operation covers the transferring of service from a section of working cable to and through a section of new cable placed parallel with or along another route from the existing section of cable, regardless of length involved except as covered in the note below. This includes any required setting up of the new cable ends, monitoring, and all splicing work required at both ends in opening up the existing cable and cutting the new cable into the existing cable in order to change or relocate the cable feed so that the affected section of existing cable can be removed from plant. It includes all bonding and grounding as required in connection with the splices. Payment for this operation will be for the total number of cable pairs transferred. For example: If a 200 pair section of cable is transferred into a new larger cable, billing should be for a "200 Pair Section Transfer." This work operation does not include splice enclosure encapsulation nor digging and filling splice pits. In the event either or both ends of a section transfer splice occurs at an existing bridge splice, no other additional splicing charges will apply.

Unit of measure: pair

- 618063 Underground Paper Insulated
- 618064 Underground PIC
- 618065 Buried/Aerial Paper Insulated
- 618066 Buried/Aerial PIC

Note: Pair identification in conjunction with section transfer requires prior approval.

CUT SLACK IN CABLE

This covers the transporting of the necessary material to the job site, cable monitoring, and all required splicing, conductor group identification and associated bonding and grounding to cut a length of slack, including terminal loop, in any type of cable. It does not include splice enclosure, encapsulation nor digging and filling splice pit.

For billing purposes the appropriate contract item number to be used for cut-in slack will be determined by the size of the cable used to cut in slack or the number of cable pairs involved when cutting in slack. The same applies when cutting out slack.

Unit of measure: pair

- 618070 Underground Paper Insulated
- 618071 Underground PIC
- 618072 Buried/Aerial Paper Insulated
- 618073 Buried/Aerial PIC

CUT SLACK OUT OF CABLE

This covers the transporting of the necessary material to the job site, cable monitoring and all required splicing, conductor group identification and associated bonding and grounding to cut a length of slack or terminal loop out of any type of cable. It does not include splice enclosure, encapsulation nor digging and filling splice pit.

Unit of measure: pair

- 618074 Underground Paper Insulated
- 618075 Underground PIC
- 618076 Buried/Aerial Paper Insulated
- 618077 Buried/Aerial PIC

CUT IN/CUT OUT LOAD COIL/SATURABLE INDUCTOR/BUILD OUT CAPACITORS

This covers transporting the load coil/saturable inductor/build out capacitors to the job site and the proper placement (buried, underground or aerial) in preparation for splicing. It covers the load coil/saturable inductor or build out capacitors proof testing and necessary splicing to cut a load coil/saturable inductor or build out capacitors into a cable pair. This includes setting up of the stubs, as required, in conjunction with the splices. It also includes all required bonding and grounding associated with the splices. This work operation does not include splice enclosure, encapsulation nor digging and filling a splice pit.

Unit of measure: pair

- 618080 Underground Paper Insulated
- 618081 Underground PIC
- 618082 Buried/Aerial Paper Insulated
- 618083 Buried/Aerial PIC

Note: Only the number of load coils/saturable inductors or build out capacitors spliced into or cut off cable pairs are to be billed for; not the total number of load coils/saturable inductors or build out capacitors in a case in which some of them are left idle.)

CUT IN RE-CAP/KEY BOX SWITCH

This includes transporting the re-cap unit to the job site and placing and securing the re-cap unit at the splice location. Opening the existing splice closure and changing, to the appropriate splice closure, including end caps. Setting up existing cables and re-cap stubs, and all required bonding and grounding. All splicing work required to modify the splice to accept re-cap modular connectors, crimping the re-cap connectors to the existing cable pairs and installing the closure on the splice. It also includes verifying the re-cap switch setting with the re-cap test set, connecting control pairs as specified and verifying pressure on the switch case.

Unit of measure: each

- 618085 Cut in Re-Cap Switch Paper Insulated
- 618086 Cut in Re-Cap Switch PIC

Note 1: The MS-2 module is the only connector authorized for use when installing re-cap switches.

Note 2: Each switch requires splicing 3 pairs, old office, new office and subscriber.

Note 3: Control pairs are to be spliced using the appropriate contract item for straight splicing.

CUT OUT RE-CAP/KEY BOX SWITCH

This includes opening the splice closure and changing to the appropriate splice closure including new end caps, all work required to disconnect the re-cap modules from the existing cable and placement of grease boxes, if required and all work required to place a permanent closure on the splice.

After removal of the switch change to "A" with re-cap test set, place module protectors on re-cap modules, place a closure over the re-cap stub.

Unit of measure: each

618088 Cut out Re-Cap Switch Paper Insulated

618089 Cut out Re-Cap Switch PIC

Note: The work functions described in contract items 8053, 8054, 8055, and 8056 do not include cut in/out slack, splice encapsulation, digging and filling splice pits nor pair identification and testing. These work functions will be reported under the appropriate contract item numbers.

ADDITIONAL CHARGES FOR SPECIAL CIRCUITS

618090 An additional charge, as follows, will be added to the unit price for each special circuit (T-1, ISDN, ASDL) pair requiring **Special** handling.

Unit of measure: pair

CABLE THROW

This covers all work associated with the transfer of cable pairs in a working cable from one count to another count in the same cable or another cable. It includes all splicing operations necessary to accomplish the throw; such as removing the cable sheath/closure, plastic or lead, removing and replacing lead end discs or plastic end caps as applicable. It also includes the placing and setting up of cable(s) and all associated bonding and grounding as required. It does not include splice encapsulation, digging and filling splice pits nor pair identification and testing. These work function will be reported under the appropriate contract item number. If it is necessary to remove the mechanical connector from a bridge spliced pair when making a cable throw, resplicing the conductors will be billed at the applicable splicing rate, if approved in advance by the Company.

Unit of measure: pair

618092 1- 400 pair
618093 401 and over

CLEAR AND CAP

618094 This covers the necessary work operations at each splice to permanently clear ends of cable pairs so as to make them free of shorts, crosses or grounds and the capping of such pairs, when applicable, to prevent the entrance of moisture according to Company specifications and instructions.

Unit of measure: pair

TERMINATE CABLE PAIRS

618095 This covers the work necessary at each location to terminate cable conductors on terminal block lugs, central office distribution frames or on other designated pieces of equipment by either the terminal wrench, wire wrapping tool, "quick clip," or soldering method as appropriate. It also includes numbering (stenciling) the fanning strips of connecting blocks according to Company specifications.

Unit of measure: pair

INSTALL REPEATER MOUNTING POSTS/PEDESTAL

- 618096 This covers transporting of a repeater mounting post/pedestal to the job site and properly installing it in the ground.
Unit of measure: each

PLACE REPEATER HOUSING

- 618097 This covers the transporting of a repeater housing and placing it according to Company specifications.
Unit of measure: each

CUT IN REPEATER CASE

- 618098 This operation covers setting up of repeater stubs, as required, all required testing and tagging, and all necessary splicing to connect the repeater stubs to the proper cable pairs. It includes all required bonding and grounding, placement of cut through cards and includes installation of the splice enclosure. One spliced pair includes both the "in" and "out" stub splices combined. It does not cover splice enclosure, encapsulation nor digging and filling splice pits.
Unit of measure: pair

Note: When working on existing repeater pairs, hourly rates may be charged with prior Company approval.

BASIC SPLICE SETUP (UNDERGROUND)

- 618099 This unit includes the forming and positioning of cables or stubs, installation of support, set up of complete manhole package and up to one hour of manhole waste water pumping operation.
Unit of measure: each

PLACE/REMOVE JUMPERS - MDF

- 618101 Place jumpers, covers the installation of two-wire jumper (a pair) which includes all work necessary to run the wires from the MDF protector block to the line terminal block. Half tap the pair on the line terminal block and terminate the pair on the MDF protector block. Removing jumpers, covers the identification of both ends of the pair of jumper wires, disconnecting them from their point of termination and removing the old jumpers from the frame. ALL PRECAUTIONS MUST BE EXERCISED TO PREVENT SERVICE INTERFERENCE.
Unit of measure: pair

PLACE/REMOVE JUMPERS - OTHER

- 618102 This covers all work necessary to install two-wire jumper (a pair) from one connecting block in a X-Box, Back Board, OBT, etc. through bridle loops and terminate both ends by the prescribed termination method. Removing jumpers covers the identification of both ends of the pair of wires, disconnecting them from their point of termination and removing the old jumpers. ALL PRECAUTIONS MUST BE EXERCISED TO PREVENT SERVICE INTERRUPTION.
Unit of measure: pair

Note: This does not apply when removing jumpers from cross-connect terminals that have been removed from plant. When a cross-connect terminal is cut out of plant and it contains jumpers that have to be removed, billing for this operation will be Hourly Rate.

MAKE UP BURIED CABLE FACILITIES

This covers visiting an existing work location, removal of the cable sheath in loop through applications and where new cable is placed in existing closures. Includes bonding and grounding the cable shield(s) (this includes all existing cables and buried service wires), identifying and tying off conductor groups, placing the required material to form the moisture barrier in the base of the closure, i.e., pea gravel, foam, dirt over plastic, etc., and numbering the closure, all according to Company specifications. It does not include any splicing. For billing purposes, the cables will be billed total pairs in closure.

Unit of measure: each

- 618103 1-400 pair cable
618104 401 pair & larger

PLACE CABLE IN PAD MOUNTED CLOSURES

- 618106 Place Cable in Pad Mounted Closures without conduit
Unit of measure: foot

Note: This should be used only when revisiting an existing closure to place additional cable.

CUT OUT NON-READY ACCESS TERMINALS

- 618107 This operation covers removing the existing cable enclosure; trimming out terminal pairs from the cable includes any resplicing for pair continuity; detaching the terminal from its support, and rearranging cable supports, spacers and replacing enclosure as required.
Unit of measure: pair

PLACE/REMOVE CONNECTING BLOCK/TERMINAL BLOCK

- 618108 This covers transporting the connecting/terminal block and properly placing or removing it in any existing or newly placed housing or at any other specified location. It includes any required bonding or grounding in conjunction with its installation and stenciling when required. When removing a terminal/connecting block it includes disconnecting the cable pairs/jumpers from the block and cutting off the terminal tail, if applicable, to facilitate removal of the block. All other work such as clear capping and cut out bridge if applicable, will be billed using the appropriate contract item.
Unit of measure: each

PLACE/REMOVE BUILDING ENTRY TERMINAL INSIDE/OUTSIDE

Includes hauling box to the job site and mounting on building wall. This also includes the removal of the box and returning material to storage area. It does not include the installation of any connector blocks or making any wire connections also includes placement of protector modules.

Unit of measure: each

- 618109 Place
618110 Remove

PLACE/REMOVE ENCAPSULATE

This covers mixing the two-part compound and pouring the splice enclosure full of the compound after installation of the splice closure. It is not necessary to hand pack the splice bundle when using two-part compounds. This does not include placing of the closure.

Unit of measure: each

- 618113 Place
- 618114 Remove

PLACE/REMOVE PRESSURIZED CLOSURE

This unit covers the placement of a pressurized cable closure any size. It includes transporting the material to the job site, proper installation and pressure testing. The removal includes the removal of the closure and associated end plates and returning them to a designated Company area.

Unit of measure: each

- 618115 Place
- 618116 Remove

PLACE/REMOVE NON-PRESSURIZED CLOSURE

This unit covers the placement of a non pressurized cable closure any size. It includes transporting the material to the job site and proper installation. Removal includes the removal of the closure and associated hardware and returning them to a designated Company area. It also includes placing CPR tag on the pole, but does not include the placing of any terminal blocks in the closure nor any splicing.

Unit of measure: each

- 618117 Place
- 618119 Remove
- 618120 Install Hanger Brackets - When needed due to double lashed cables

PLACE/CHANGE STENCILING OF FACILITIES

- 618121 This covers the placing/changing of decal and stenciling on existing facilities not associated to a splicing unit.
Unit of measure: each

PLACE/REPLACE EXTENDED BASE ON BURIED CABLE PEDESTALS (ALL TYPES)

- 618122 This includes transporting the pedestal extension to the work location and installing it to the existing pedestal per the Company specifications. No splicing or pedestal make up is included.
Unit of measure: each

RAISE/LOWER PEDESTAL

This will include all required activity to raise/lower pedestal to Company specifications.
Unit of measure: each

- 618123 Raise/Lower Ped 4" - 10"
618124 Raise/Lower Ped Over 10"

PLACE PEA GRAVEL IN EXISTING PEDESTAL

This covers transporting to the job site, pea gravel or an approved urethane type foam, and placing it in the base of an existing pedestal/terminal to form a moisture barrier. It also includes plugging the drop wire channel with duct plug.

Unit of measure: each

- 618125 Place Pea Gravel 4" - 10"
618126 Place Pea Gravel Over 10"

PLUG CONDUIT DUCTS

- 618127 This covers transporting duct plugging materials to the job site and sealing specified conduit ducts in manholes, cross boxes, splice closures and building entrance conduit. It covers only the use of approved duct plugging compound or rubber duct plugs. The Unit Price applies only when ducts are plugged during the same time that other unit work is performed in the same cable vault or manhole. Payment for ducts plugged when a special trip is made will be at Hourly Rates with prior Company approval.

Unit of measure: each

PLACE/TRANSFER/REMOVE AERIAL WIRE

This operation covers work necessary to place, transfer or remove aerial wire from a pole, crossarm, building or messenger strand. Attaching it to another location on the same pole, crossarm, building or messenger strand, or attaching it to a different pole, crossarm, building or messenger strand at the same location. It includes, if required, removing the aerial wire from the binding posts in a terminal and reterminating to reassigned binding post in the same or a new terminal at the same location. It also includes cutting out excess slack from the aerial wire resulting from its transfer. This also covers the identification, transferring and bonding of a buried wire within a terminal or to another terminal at the same location.

- 618130 Place wire and associated hardware
Unit of measure: span
- 618131 Remove wire and associated hardware
Unit of measure: span
- 618132 Transfer wire from lug-to-lug
Unit of measure: each
- 618133 Transfer wire from structure to structure
Unit of measure: each
- 618134 Splice aerial wire
Unit of measure: each

Note 1: Time spent rehabilitating existing service wire and associated hardware to the Company specifications will be performed at the Hourly Rate with prior Company approval.

Note 2: Dial revert and subscriber loop transmission/noise test will be required to insure proper service to the customer has been provided.

CONVERT AERIAL TO BURIED/BURIED TO AERIAL

- 618135 This operation covers all work necessary to convert aerial service wire to buried service wire, or a buried service wire to aerial service wire from the subscriber's residence/business to the first pole attachment. It also includes placement and the removal of aerial service wire and all associated hardware at both ends. It also includes a dial revert and subscriber loop transmission/noise test to insure proper service to the customer has been provided.
Unit of measure: each
- 618136 Install/Remove House Protector (Nid)
Unit of measure: each

BOND/GROUND BURIED SERVICE WIRE IN PEDESTAL

- 618137 This unit covers the removing of proper length jacket and shield from the service wire and bonding of the buried service wire shield to the ground plate in the pedestal to Company specifications.
Unit of measure: each

BOND COMPLETE MANHOLE

- 618138 This covers the installation of bonding ribbon on both sides of a new or existing manhole where no bonding ribbon had previously been placed. It will be installed and arranged in accordance with specifications used by the Company. It covers the installation of either one or two strips of bonding ribbon down the sides of the manhole to accommodate center racked splices or staggered splices, as applicable. The Company will determine, and specify in advance of the work, whether the manhole is to be equipped with one or two strips of bonding ribbon on each side.
Unit of measure: manhole

BOND EXISTING INDIVIDUAL CABLES IN MANHOLE

- 618139 This covers the bonding of individual existing cables in a manhole to bring the bonding up to Company specifications. It means the use of bonding ribbon soldered to the existing sleeve and soldered to the manhole bonding ribbon system. It does not include bonding new cables. (Bonding of new cables is included in the price of the splicing operation on which the Contractor is working).
Unit of measure: each

BOND/GROUND EXISTING MESSENGER STRAND

- 618140 This covers the bonding together of two cable messenger strands with the appropriate ground wire and connectors or the grounding of a cable messenger strand to a vertical power neutral or connect to a Company ground rod.
Unit of measure: each

PLACE PERMANENT AIR PRESSURE VALVE (AERIAL)

- 618141 This covers the permanent installation of the appropriate type of air pressure valve on a pressurized cable at specified locations.
Unit of measure: each

PLACE PRESSURE TESTING TUBING AND VALVE

In manholes, this covers the attachment of approved pressure tubing to a cable in a manhole, cleating the cable to the wall, and extending it up into the bottom part of the manhole frame casting and installing a pressure valve in the end of the tubing so pressure readings may be obtained without manhole entry. Placing pressure tubing and valve on buried cable covers the attachment of the approved tubing to the buried cable and bringing it above ground into a flush mounted valve box (8" I.D. concrete, or equivalent) or cleat it to a wood stub placed adjacent and close to the buried cable according to the Company specifications. This includes placing the proper air valve in the end of the tubing and includes placing the 8" concrete (or equivalent) valve box or a 6' or 10' wood stub (post), as applicable. It also includes, for this work operation, the placing of the appropriate size of "U" cable guard on the stub (post). It also includes, where requested, the attachment of a buried cable warning sign and cable/valve number to the stub (post).

Unit of measure: each

- 618142 In manhole
- 618143 On buried cable

PLACE BYPASS VALVE

This covers transporting the bypass valve and associated air pressure tubing to the job site and the placing of the bypass valve. It includes all necessary work to mount the bypass valve and the proper connection of air pressure tubing to the cable and to the bypass valve. It covers the installation of all air tubing used in conjunction with each bypass valve placed.

Unit of measure: each

- 618144 In manhole
- 618145 On pole
- 618146 On buried cable

PLACE PRESSURE CONTACTOR/TRANSDUCER

- 618147 This covers all the necessary work operations to place and electronically and pneumatically connect the contactor or transducer to the cable. This work operation also includes the testing and adjustments necessary to ensure the proper operation of the devices.

Unit of measure: each

BUILD PRESSURE PLUG OR MOISTURE BLOCK

This operation covers cable sheath and core preparation, placing the plug or block form and pouring or injecting compound, according to Company specifications.

Unit of measure: each

618148 Paper Insulated Cable

618149 Plastic Insulated Conductor (PIC) Cable

MAKE INNER/OUTER SHEATH PRESSURE BLOCK

618151 This covers double jacket plastic (PIC) and double jacket sheath cable where auxiliary sleeves are used in conjunction with lead main sleeves or at similar locations. It covers wrapping the inner end of the auxiliary sleeve with DR tape, aluminum tape and friction tape as provided for in Company specifications. Each tape wrapped block will be billed for individually.

Unit of measure: each

CHECKING, PLACING AND CHANGING NITROGEN (AIR TANKS)

618152 The unit price will include transportation of the air tanks, placing/removal of the associated pressure regulator and flash testing the regulator to assure there are no leaks in regulator or fittings that are connected to regulator and periodically checking the tank to ensure continuous pressure. The regulator will be protected and secured.

Unit of measure: per site

Note: Site is identified as the location where an air tank is placed and attached to Company facilities.

AERIAL SPLICE REHAB

This unit will be used when an existing aerial splice has to be entered to reconstruct the splice. This includes removal and reinstallation of the closure, reconstruction of the splice, reforming of the cables, renumbering of the structure, ensuring proper grounding and bonding, and cable group identification. This is for a non pressurized ready access closure.

- 618153 Closure Rehab.
Unit of measure: each
- 618154 Pair Reconstruction Splicing
Unit of measure: pair

AERIAL SPLICE REHAB PRESSURIZED

This unit will be used when an existing aerial splice has to be entered to reconstruct the splice. This includes removal and reinstallation of the closure, reconstruction of the splice, reforming of the cables, renumbering of the structure, ensuring proper grounding and bonding, and cable group identification. This unit will include flash testing the closure after reinstallation.

- 618155 Closure Rehab
Unit of measure: each
- 618156 Pair Reconstruction Splicing
Unit of measure: pair

PEDESTAL SPLICE REHAB

This unit will be used when an existing pedestal has to be entered to reconstruct the splice. This includes the rehabilitation of the pedestal, reforming of cables, identifying the C.O. and field sides, renumbering of pedestal, ensuring proper grounding and bonding, cable group identification, and placing of additional pea gravel as required.

- 618157 Pedestal Rehab
Unit of measure: each
- 618158 Pair Reconstruction Splicing
Unit of measure: pair

UNDERGROUND SPLICE REHAB

This unit will be used when an existing underground splice is entered to reconstruct the splice. This includes removal and reinstallation of the closure, rehabilitation of the splice, reforming of the cables, ensuring proper grounding and bonding and cable group identification, also included is flash testing of the reinstalled closure.

- 618160 Underground Splice Rehab
Unit of measure: each
- 618161 Pair Reconstruction Splicing
Unit of measure: each

CUT OFF/REMOVE ABANDONED CABLE/STUBS BELOW GROUND LINE (MINIMUM 12" BELOW GROUND)

- 618163 This covers all required excavating to cut all cables a minimum of 12" below ground line per terminal/closure location. Also it includes the backfilling and tamping of earth to its original condition and reinstallation of pedestal seal or pea gravel (per location). This price also applies when closure/terminal is removed from plant and not replaced.
Unit of measure: each

TYPES OF COMPANY APPROVED SPLICING CONNECTORS

3M MS2 Modules

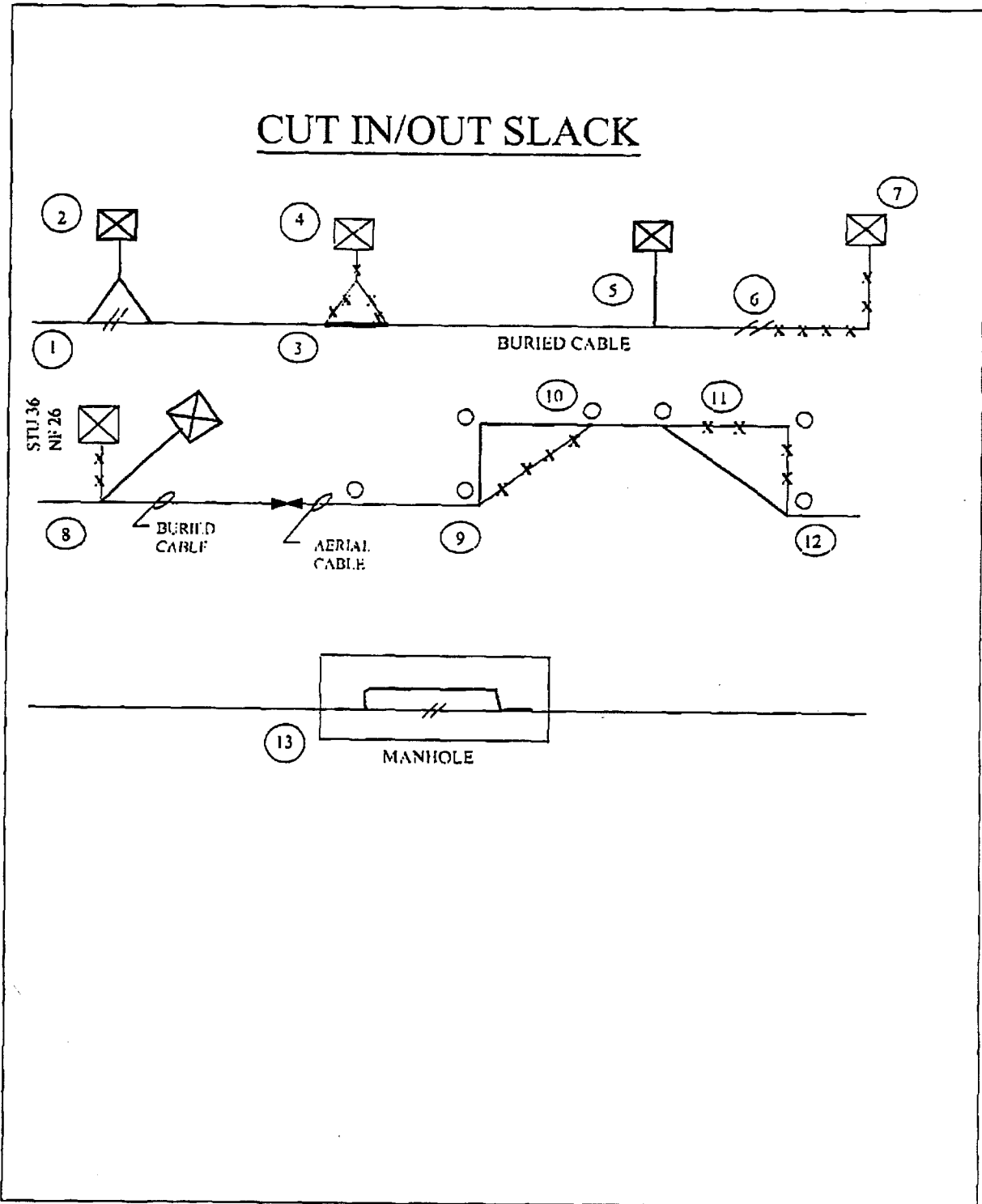
3M Scotchlok

- 618164 Miscellaneous Materials Mtrl.
Unit of measure: material

OPERATIONS FOR WHICH NO UNIT PRICES HAVE BEEN ESTABLISHED WILL BE PERFORMED AT HOURLY RATES

Self explanatory.

CUT IN/OUT SLACK EXAMPLES



- LD-1. Cut in slack: Regardless of the size of the main cable, the cable required for the slack/terminal loop from LD-1 to LD-2 determines the contract item for billing purposes. For example, if the main cable is a 900 pair cable and the loop from LD-1 to LD-2 is a 50 pair cable, contractor would bill for cutting slack in 50 pair.
- LD-3. Cut out slack: Consider the main cable as a 100 pair cable looped through the pedestal at LD-4. The entire loop is cut off and the main cable spliced through, contractor should bill for cutting slack out, 100 pair.
- LD-5. Bridge Splice: Cutting in/out slack does not apply in this situation.
- LD-6. Cutting off and clear capping cable: Cutting in/out slack does not apply in this situation.
- LD-8. An older pedestal such as an STU36, NF26 etc., required a much longer loop of cable above ground line. Replacing this type of pedestal with a CPL or CAD pedestal requires cutting slack out of the cable conductors to provision for the proper conductor length in the shorter type of pedestal. therefore, when replacing a tall pedestal with a pedestal short enough to require cutting slack out of the existing cable(s) in the pedestal, the Company will accept billing for cutting out slack. This would be for the total number of cable pairs cut and respliced in the pedestal. If the work operation at LD-8 required replacing a standard height pedestal with an extended base pedestal and it was necessary to cut slack in the conductors to provide the proper conductor length, the Company will accept bill for cutting in slack for the total number of pairs to be cut and respliced.

LD-9 to LD-12:

Due to the necessity to reroute the cable from LD-9 to LD-10 it requires a longer length of cable, however this work operation is considered a section transfer and not cutting in slack.

The same applies to the shorter length of cable from LD-11 to LD-12. This is also considered a section transfer.

- LD-13 When it is necessary to cut slack in a cable to facilitate proper racking in a manhole, the Company will accept billing for cutting in slack. Additionally, if it is necessary to cut slack out of a cable in a manhole to facilitate proper racking, the Company will accept billing for cutting out slack.

EXHIBIT B-5 - - Contractors' Hourly Rate

EXHIBIT B-5

**CONTRACTORS' HOURLY RATE
CLASSIFICATIONS AND DESCRIPTIONS**

SUPERVISOR BY REQUEST

Supervise and perform construction of aerial, buried or underground facilities. Includes material handling and reporting, billing process, knowledge of company practices and procedures and understanding of construction drawings. Further includes all safety equipment, overtime, tools, and vehicles as required. This unit is to be utilized only at the written request of the Company. No compensation will be paid for overtime.

Unit of measure: hour

619500 Supervisor (Regular Time)

EQUIPMENT OPERATOR

Must be qualified to operate all types of trenchers, backhoes, cable plows, bulldozers, rodder trucks and underground cable retriever etc. Must have valid CDL license. Includes all safety equipment and tools as required.

Unit of measure: hour

619502 Equipment Operator (Regular Time)

619503 Equipment Operator (Over Time)

LABORER/FLAGGER

Performs basic construction tasks and traffic control. Personal safety equipment, as required, are included in this unit.

Unit of measure: hour

619504 Laborer/Flagger - (Regular Time)

619505 Laborer/Flagger - (Over Time)

REHAB CABLE SPLICER

The rate for a Rehab Cable Splicer is based upon a minimum of three years of experience in all phases of cable splicing. Less than three years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases of splicing. Primary responsibilities will be rehabbing existing splices.

Unit of measure: hour

619506 Rehab Cable Splicer (Regular Time)

619507 Rehab Cable Splicer (Over Time)

CABLE SPLICER-COPPER

The rate for a Cable Splicer-Copper is based upon a minimum of five years of experience in all phases of cable splicing. Less than five years of experience, the splicer must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and experience in the various phases of splicing. For a minimum of one year of such splicing experience the splicer must have performed cable maintenance work and be experienced in the use of the Biddle major megger, Dynatel, or equivalent, test sets. The splicer must also be qualified to install pressure blocks, locate and repair air pressure leaks in pressurized cables.

Unit of measure: hour

- 619508 Cable Splicer-Copper (Regular Time)
- 619509 Cable Splicer-Copper (Over Time)

CABLE SPLICER-FIBER

The rate for a Cable Splicer-Fiber is based upon a good working knowledge of all mechanical functions associated with fusion splicing optical fiber; all types of equipment used to fusion splice and test optical fiber; and all components used to complete a splice closure. The splicer must be able to perform required duties without direct supervision, but within specific guidelines and instructions acceptable to Sprint's field practices and procedures. **Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.**

Unit of measure: hour

- 619522 Cable Splicer-Fiber (Regular Time)
- 619523 Cable Splicer-Fiber (Over Time)

APPRENTICE SPLICER

The rate for an Apprentice Splicer is based upon required attendance in a cable splicing class for a minimum of forty (40) hours and then having worked full time for a minimum of three weeks assisting a Journeyman Cable Splicer in the performance of various phases of cable splicing. During the three week period working with and assisting a Journeyman Cable Splicer, the Apprentice Splicer must also have received additional classroom training for a minimum of six hours, per week, or be able to satisfy the Company of required knowledge or experience.

Unit of measure: hour

Note 1: Only one Apprentice Splicer may be charged for at hourly rates per Journeyman Splicer.

Note 2: The Journeyman Cable Splicer must be at the work site when an Apprentice Splicer is performing splicing work at hourly rates.

- 619510 Apprentice Cable Splicer (Regular Time)
- 619511 Apprentice Cable Splicer (Over Time)

CABLE LOCATOR

Capable of operating Electronic Cable Locating Equipment, Ground Fault Locator and a working knowledge of Spring practices and procedures for locating buried cables. Cable Locator to be Sprint approved, i.e. Dynatel I573A, Metro-Tech 810 or 850; may require Sheath Fault Locator Option (local requirements may necessitate the Contractor to provide more than one type and model of locator equipment. This position includes a 4-Wheel Drive vehicle and cable locating equipment. Contractor to provide pager coverage for the specified area and/or other communications equipment as specified by Sprint.

Unit of measure: hour

Note: This item to be used primarily by Sprint Long Distance Division.

- 619524 Cable Locator (Regular Time)
- 619525 Cable Locator (Over Time)

FACILITIES TECHNICIAN

Minimum of 48 months experience in reading and interpreting outside plant work drawings, preparing line and station transfer sheets, cable transfer sheets and associated service center records.

Unit of measure: hour

- 619512 Facilities Technician (Regular Time)
- 619513 Facilities Technician (Over Time)

SERVICE TECHNICIAN

The rate for a Service Technician is based upon a minimum of three (3) years experience in all phases of installation and repair. Less than three years of experience, the service technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of and expertise in the various phases in the provision and maintenance of single/multi line customer service; provides installation and maintenance of subscriber premises equipment.

Unit of measure: hour

- 619514 Service Technician (Regular Time)
- 619515 Service Technician (Over Time)

MAINTENANCE/SERVICE TECHNICIAN

The rate for a Maintenance/Service Technician is based upon a minimum of three years experience in all phases of basic installation and repair and cable repair operations. The Maintenance/Service Technician must be able to demonstrate to the satisfaction of the Company sufficient knowledge of, and expertise in use of the various repair test sets required in the repair of outside plant facilities. Provides installation and maintenance of subscriber premises equipment and clearing of troubles in outside plant facilities.

Unit of measure: hour

- 619516 Maintenance/Service Technician (Regular Time)
- 619517 Maintenance/Service Technician (Over Time)

LINE TECHNICIAN

This rate applies for a Line Technician who is qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619518 Line Technician (Regular Time)

619519 Line Technician (Over Time)

3-MAN LINE CREW

This rate applies for a 3-Man Line Crew equipped with associated hand tools and qualified in all phases of pole line construction, underground and buried cable placement.

Unit of measure: hour

619526 3-Man Line Crew (Regular Time)

619527 3-Man Line Crew (Over Time)

ONE TECHNICIAN, ONE TRUCK AND BACKHOE

These rates are to apply and subject to the following:

- The backhoe operator will be a qualified cable splicer or be able to make repairs as required on buried PIC cables.
- When a second Technician is required with the backhoe, they shall be paid at the applicable rate.
- The hourly rate prices will be paid for actual time worked including the time spent traveling from one job site to another job site within the same Field Team. It does not include travel time from one Field Team to another Field Team.
- The daily rate will apply for normal workday, eight hours, when the backhoe is in use or available for use and the backhoe crew is working or available to work. Anytime worked in excess of a normal workday, 8 hours will be paid for on the hourly rate basis.

Unit of measure: hour

619520 Technician/Truck/Backhoe (Regular Time)
619521 Technician/Truck/Backhoe (Over Time)

TRUCK DRIVER

Unit of measure: hour

619528 Truck Driver (Regular Time)
619529 Truck Driver (Over Time)

SECURITY GUARD

Unit of measure: hour

619530 Security Guard (Regular Time)

619531 Security Guard (Over Time)

PER DIEM

This is a flat rate per person/per day for travel expenses associated with performing work away from normal work reporting location.

Unit of measure: day

Note: This item to be used primarily by Sprint Long Distance Division.

619532 Per Diem

INSPECTION

The Contractor will insure 100% inspection of all work performed meets Company standards and specifications. Completion of appropriate documentation is required.

SUPERVISION

The Contractor will furnish, on a non-billable basis, experienced supervisors/working leaders with vehicles in sufficient number for adequate supervision of the Designated Work. The supervisor will be the single point of contact between the Company and Contractor.

ACCEPTANCE TESTING

Contractor will furnish, on a non-billable basis, all labor, cartage, tools, equipment, appliances and motor vehicles required to fully perform cable acceptance tests as outlined in the Company's Practices. The results of these tests will be recorded and forwarded to Company Supervisor.

Test equipment used to perform acceptance tests must be equivalent to that used by the Company cable acceptance splicers. In the event there is a dispute as to what type of equipment is needed, the decision of the Company will be final.

Contractor will be responsible for turning over to the Company, as good pairs, 100% of all cable spliced by Contractor. Contractor is to use, when applicable, the interstitial (spare) pairs provided by the manufacturer in pulp or paper insulated cable to make good any factory defects necessary to provide the required number of good pairs. If, after having splicing work turned over to it by the Contractor as being completed, the Company performs cable acceptance tests on such cable and finds that trouble exists, the Company may, at its option, deduct from any remaining monies due the Contractor an amount sufficient to pay the cost to the Company of subsequent trips to the job site and for subsequent retesting the cable after repairs have been made by the Contractor. The Contractor must correct, at its expense, any errors for work performed on "Units" or "Hourly Rates" found prior to acceptance of the work by the Company. Contractor will be billed for any time and material needed to correct such errors. (See Article 9 of the General Agreement). Failure to perform required tests, or falsification of test documents is cause for cancellation of the agreement without notice.

"SHOW UP" TIME

The Contractor may invoice the Company for a maximum of two (2) hours "Show Up" time for those of its employees who were previously assigned hourly rate work and report to work at the normal time but are not able to work because of inclement weather. This provision is not applicable when such employees are scheduled to perform bid work on an individual work activity or on Unit Prices on a Master Contract. This is used companies discretion only.

HOURLY RATES

Hourly rates for "Unit Work" splicers are applicable to the following (with prior Company approval:

- (a) On emergency repair work.
- (b) On some specific work operations which are defined in Exhibit B through E.
- (c) All work operations for which Unit Prices have not been established.

OVERTIME PAY

All overtime work performed under the Agreement shall be performed under the following terms and conditions:

- (a) All overtime must be approved by the Company in advance.
- (b) Overtime is not applicable to equipment rates. Equipment shall be billed at straight time rates only.
- (c) Overtime rates apply to all hours worked over forty (40) hours a week.

Overtime rates for "Unit Work" splicers (Subcontractors working under the General Agreement) are applicable as follows:

- (1) When a "Unit Work" splicer performs only hourly rate work for a week such as cable throws, cable repair, etc., the hourly overtime rate will apply the same as is specified above in (a), (b) and (c) for "Hourly Rate" splicers.
- (2) When a "Unit Work" splicer performs a combination of Units and Hourly Rate work in a calendar week and performs more than forty (40) hours of hourly rate work during the week at the Company's request, the Contractor may bill the company for such hourly rate overtime worked. Time worked on Units by a "unit Work" splicer is not to be included with hourly rate time worked when computing overtime payment. For example: If a "Unit Work" splicer works 40 hours in a week on Unit work and then works (48) hours of hourly work in the same week at the Company's request, the Contractor may bill the Company for the Unit work performed plus forty (40) hours of hourly work at the regular rate and eight (80 hours at the overtime rate.

HOLIDAYS

Time worked at the request of the Company will be paid at the overtime rate for the days which the Company observes the holidays:

- (a) Contract personnel will not be paid by the Company for holidays on which the Contract employee does not work for the Company.
- (b) Contract employees who request to work on a holiday and who are permitted by the Company to work on a holiday, provided that there is available work and where adequate supervision is available, will be paid at the regular time rate. In such instances, a notation must be placed on the Contractor's work report to explain why the Contractor worked on the holiday and that the regular time pay is applicable for the time worked.

EXHIBIT B-6 -- CONTRACTORS' HOURLY EQUIPMENT RATE

EXHIBIT B-6

CONTRACTORS' HOURLY EQUIPMENT RATE

CLASSIFICATIONS AND DESCRIPTIONS

Trucks assigned to a work crew for transportation of Technicians and tools will be paid for on the basis of the number of hours the crew works. Compensation for all other trucks and equipment used by the work crew will be paid for on the basis of the number of hours the truck or equipment is actually in use, except that a minimum of two (2) hours per workday will be paid for trucks and equipment needed at the job site during the day. Hourly rate prices for trucks and equipment will include all operating costs.

ELECTRONIC DISPATCH

Electronic dispatch or task loading is a process used by Sprint to assign work to service technicians, maintenance cable splicers, central office technicians, and other technicians associated with customer service installation and repair activities. Contract services suppliers providing these types of services are required to furnish the necessary hardware, software, and employee training for receiving electronic dispatches.

SPLICER'S TRUCK E/W TOOLS

The rate for a Splicer's Truck equipped with Tools is based upon the Contract Splicer having on the truck, standard day-to-day tools needed in splicing lead sheathed, stalpeth and PIC cables at aerial, buried and manhole locations. In addition to hand tools and torches, this includes carrying, or the ready availability of, a manhole shield, platform, tent, pumps (mud hog and/or centrifugal, as applicable), blower, generator. If the Splicer does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments without losing any appreciable time in securing them when needed.

Unit of measure: hour

619600 Splicer's Truck E/W Tools

Note: The Company reserves the right to delay the employment of a Contract Splicer by the Contractor on Company property if, in the judgment of the Company's Manager, or delegate, such Contract Splicer does not have sufficient tools to perform the quality and quantity of work for which the company would pay the Contractor. The Hourly Rate includes all operating costs of the truck and any required equipment as stated above.

MAINTENANCE/SERVICE TECHNICIANS TRUCK E/W TOOLS

The rate for a Maintenance/Service Technician's Truck equipped with tools is based upon the Technician having on the truck the same compliments of tools as for the I&R Technician and Cable Splicer. In the event of a dispute as to what type of equipment is needed, the decision of the Company Manager will be final. This may include equipment necessary for the installation and maintenance of air pressure monitoring systems, and the location and repair of air pressure leaks.

Unit of measure: hour

619601 Maintenance/Service Technician Truck E/W Tools

APRENTICE SPLICER TRUCK

The rate for a Apprentice Splicer Truck is based upon a pickup or van equipped with basic splicing tools and equipment.

Unit of measure: hour

619602 Apprentice Splicer Truck

SERVICE TECHNICIAN'S TRUCK

The rate for a Service Technician's truck is based upon the Service Technician having on the truck a full complement of the standard day-to-day tools needed to perform service work.

Unit of measure: hour

619603 Service Technician Vehicle

FACILITIES TECHNICIAN VEHICLE

The rate for a Facilities Technician vehicle is based on a vehicle used primarily for transportation when it is necessary to perform field investigation in connection with making up throw sheets, pair assignments, etc.

Unit of measure: hour, unless indicated otherwise

- 619604 Facilities Technician Vehicle
- 619605 Pickup Truck (1/2 ton)
- 619647 Pickup Truck (3/4 ton)
- 619606 Truck (Flat bed)
- 619607 2 Ton Truck and Over
- 619608 Line Truck Without Auger
- 619609 Line Truck Equipped with Revolving Boom and Auger
- 619610 Semi-Tractor and Trailer (Low Boy)
- 619611 Cable Trailer (All types)
- 619612 Equipment Trailer (Flat Bed)
- 619613 Pole Trailer (All Sizes)
- 619614 Front End Loader
- 619648 Backhoe (Wheeled)
- 619649 Backhoe (JD-70 or equivalent)
- 619650 Backhoe (JD-490 or equivalent)
- 619651 Backhoe (JD-690 or equivalent)
- 619616 Bulldozer with Static Plow (Any Size)
- 619652 Track Dozer (Small)
- 619617 Trencher or Cable Plow - 1 to 40 Horsepower

- 619618 Trencher or Cable Plow Over 40 Horsepower
- 619619 Air Compressor (With 1 or 2 Hammers) and Asphalt Cutting Blade
- 619620 Vibrator Tamper (Compactor) (Wheeled)
- 619653 Vibrator Tamper (Compactor) (Hand-Held)
- 619621 Tractor equipped with Bushhog
- 619622 Water Pump - Centrifugal
- 619623 Water Pump Mud Hog
- 619624 Manhole Blower
- 619625 Portable Generator
- 619626 Pipe Pusher
- 619627 Jack and Bore Machine (Up to 6")
- 619628 Chain Saw
- 619629 Rock Saw
- 619630 Concrete Saw
- 619631 Asphalt Roller
- 619632 Well Points (Includes Headers and Header Pipe without Pump)
Unit of measure: per point per day
- 619633 Well Point Pump - 6"
Unit of measure: day
- 619634 Well Point Pump - 8"
Unit of measure: day
- 619635 Rock Cutting Trencher (Includes teeth)
- 619636 Rock Auger
- 619637 Tree Trimming Truck (Includes circular saw, 2 chain saws,
pruners, ropes, saddles and all other small tools)

- 619638 Chipper
- 619639 Rodder Truck
- 619640 Cable Jet Machine
- 619641 Cable Retriever
- 619642 Directional Boring Machine (Mini)
- 619654 Directional Boring Machine.(DD-40)
- 619655 Directional Boring Machine.(DD-70)

- 196643 Vacuum Truck
- 619644 Flasher Barricades
Unit of measure: each per hour
- 619645 Roadway Directional Flashing Signal
Unit of measure: each per day
- 619646 Crash Cushion Package (Virginia Only)
Unit of measure: each per day

- 619656 Grader
- 619657 Welder
- 619658 1000 Watt Light Bank
- 619659 Dump Trucks (Single Axle)
- 619660 Dump Trucks (Double Axle)
- 619661 Hydraulic Shoring (10 ft. Section)
Unit of measure: each per hour

SPECIALIZED TEST GEAR

Unit of measure: hour

- 619662 OTDR W/Printer - (Anritzu 1310/1550 (1 mainframe + plug-ins)
- 619663 Power Meter & Anritzu Optical
- 619664 Power Meter & 140 Intelco

- 619665 Light Source - Intelco 112-1310
- 619666 Light Source - Intelco 112-1550
- 619667 Light Source - Dual 1330/1550

(LDD Only) Standby Equipment Rates shall not exceed fifty
percent (50%) of the In-Use Equipment Rates.

Notes:

1. *Flat Bed Equipment Hauler means trailer suitable for handling backhoe and other equipment behind dump truck, etc.*
2. *Lowboy Trailer and Tractor means suitable for hauling larger equipment or multiple smaller equipment.*
3. **(LDD Only)** Contractor shall be paid a flat fee per emergency callout notification. Contractor must be on site, ready to work with the labor and minimum equipment, as specified herein, and/or specified in the notification within two (2) hours in order to earn said fee:

Emergency Callout Mobilization fee: \$500.00.
4. **(LDD Only)** To compensate Contractor for the administration, training and reporting requirements as detailed in the Scope of Work, Exhibit A herein, Contractor shall be paid a fee (Administration fee) of \$2,000.00, if the Contractor is not utilized during the term of the Contract. If the actual biennial amount invoiced is less than \$2,000.00, Contractor will be paid the difference between the Administration Fee and the invoiced amount.

EXHIBIT B-6a - - TOOLS

CONTRACTOR'S MINIMUM TOOL LIST (TRUCK)

If the technician does not choose to haul all of the large tool items on the truck at all times, such tools must be readily available when needed on day-to-day splicing assignments, without losing any time in securing them when needed.

<u>TOOL DESCRIPTION</u>	<u>REQ</u> <u>QTY</u>
Amplifier E/W Headset & Probe -----	1
Belt, Body, Lineman's -----	1
Bits, Masonry, Assorted Sizes -----	1
Blade, Hacksaw, 12" -----	1
Bond, Cable, B -----	1
Brush, Carding -----	2
Bucket, Soap, W/Brush -----	1
Climbers, Set -----	1
Clip, transfer, Cable, B & C -----	1
Cloth, Wiping, Cable -----	1
Cone, Safety, 36" -----	3
File, Combination, 10" -----	1
DPM Presser 4270 A -----	1
DPM Popper 4053 pm -----	1
MS2 Kit E/W minimum of 2 splicing heads, preferably 3 splicing heads (Part Number 4041) -----	1
Foot Pump 4030 or Hand Pump 4031 or Crimper 4036 -----	1

Pedestal to support heads 2 each	2
Wire Insertion Tool 4051	1
Knuckle (78-8044-9384) or Support Vise (78-8011-2043) to support splicing heads	1
Preform End Plate Cutter 8000452	1
Preform Blade Kit 8000453	1
Cable Shaper 8000422	1
End Plate Removal Tool 8000432	1
Gauge, Pressure C (Maintenance)	1
Gloves, Insulating, Rubber	1
Goggles, Safety/Glasses	1
Hacksaw	1
Hammer, Claw	1
Hand Line, Aerial	1
Torque Wrench, Inch Pounds	1
Helmet, Safety	1
Hook, Cover, Manhole	1
Hook, Shave	1
Kit, First Aid, 10 unit (Recomm)	1
Knife, Splitting, Sheath	1
Ladder, Ext, 28' W/Stand & Support	1
Busy Boy/Throw Master	1
Mirror, Splicer's	1
Pliers, Pump, 10"	1
Pliers, Side Cutting 9"	1
Rake, Yard.	1
Saw, Cable	1
Scissors, Electricians, W/Pouch	1

Screwdriver, Assorted	1
Screwdriver, Square Drive	1
Set/Test/Locator/Cable (Hound) equivalent	1
Shovel, Round Point 5'	1
Sign, Warning, 36 x 36	1
Tester, Voltage, B	1
Tool, Punch, Bullet Bond	1
Tool, Repair, Valve	1
Tool, Wrap	1
Tool, Unwrap	1
Torch, Kit	1
Tube Cutter	1
Vest, Safety	1
Volt/OHM/Meter/Triplett, 630 (equivalent)	1
VS - 3 E/W Holder	1
Wrench, Adjustable, 12"	1
Wrench, Terminal - Dbl End	1

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CONTRACTOR'S MINIMUM TOOLS LIST (UNDERGROUND)

<u>TOOL DESCRIPTION</u>	<u>REQ</u> <u>QTY</u>
Blower, Manhole -----	1
Detector, Gas -----	1
Generator -----	1
Guard, Manhole -----	1
Jack, Racking, Cable -----	1
Ladder, Manhole -----	1
Lights, extension -----	2
Pump, Diaphragm -----	1
Pump, Centrifugal (2" min) -----	2
Set, Test, T 136U, Wilcom -----	1
Shield, Manhole, Adjustable -----	1
Puller, Slack, Strand -----	1
Shoe, Bending, Cable -----	1

EXHIBIT B-7 PRICES AND LABOR RATES

No Bid Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
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Aerial Construction

615001	Place pole 25'-35'	Each	\$63.38
615002	Place pole 40' - 45'	Each	\$82.88
615003	Place pole 50' & above	Each	\$121.88
615004	Remove pole 25' - 35'	Each	\$63.38
615005	Remove pole 40' - 45'	Each	\$39.00
615006	Remove pole 50' & above	Each	\$63.38
615007	Hand carry poles	Foot	\$1.95
615008	Pole/Relocation	Each	\$180.38
615009	Straighten poles	Each	\$146.25
615010	Setting/Removing Pole in power	Each	\$195.00
615011	Place/Remove pole block	Each	\$63.38
615012	Place/Remove pole block & key	Each	\$92.63
615013	Stenciling pole	Each	\$9.75
615014	Excavation of Solid Rock/Coral	Each	\$73.13
615015	Place anchor	Each	\$34.13
615016	Remove anchor/rod	Each	\$29.25
615017	Place/Remove guy	Each	\$22.43
615018	Place/Ground aerial protector	Each	\$21.45
615019	Remove/Transfer protector (any type)	Each	\$21.45
615020	Place ground rods	Each	\$29.25
615021	Megger testing of existing grounds	Each	\$29.25
615022	Place ground wire	Each	\$14.63
615023	Place/Remove/Transfer aerial wire	Each	\$48.75
615024	Place ready access wire terminal	Each	\$21.45
615025	Remove/Transfer wire terminal	Each	\$21.45
615026	Transfer cable terminal	Each	\$21.45
615028	Bond existing strand or guy	Each	\$9.75
615029	Transfer cable attachment	Each	\$29.25
615030	Transfer buried riser	Each	\$48.75
615031	Place aerial large apparatus	Each	\$97.50
615032	Remove aerial large apparatus	Each	\$63.38
615033	Transfer aerial large apparatus	Each	\$97.50
615034	Place messenger strand - (All Sizes)	Foot	\$0.20
615035	Remove messenger strand - (All Sizes)	Foot	\$0.15
615036	Transfer messenger strand - (All Sizes)	Span	\$58.50
615037	Place cable extension arm	Each	\$29.25
615038	Remove cable extension arm	Each	\$19.50
615039	Transfer foreign utilities	Per attachment	\$24.38
615040	Place/Remove false dead-end	Each	\$19.50
615041	Strand dead-end	Each	\$19.50
615042	Remove rural district wire - All Sizes	Foot	\$0.15
615045	Place aerial cable on strand 100 pair & Under	Foot	\$0.34
615046	Place aerial cable on strand 101-400 pair	Foot	\$0.39
615047	Place aerial cable on strand 401 pair & Over	Foot	\$0.78
615048	Place aerial fiber cable	Foot	\$0.59
615049	Backpull aerial cable	Foot	\$0.10
615052	Remove aerial cable 300 pair & Under	Foot	\$0.20
615053	Remove aerial cable 301 pair & Over	Foot	\$0.20
615054	Remove aerial fiber cable	Foot	\$0.24
615055	Place oscillation dampers	Each	\$19.50

No Bid Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
615056	Remove oscillation dampers	Each	\$14.63
615057	Place fiber marker tags	Each	\$7.80
615058	Lash cable to existing cable	Foot	\$0.49
615062	Place self supporting cable	Foot	\$0.39
615063	Remove 300 pair & under, self supporting cable	Foot	\$0.39
615064	Remove 301 pair & over self supporting cable	Foot	\$0.39
615065	Cleat cable 1-200 pair	Foot	\$0.49
615066	Cleat cable 200 pair & over	Foot	\$0.59
615067	Cleat ground wire or service wire	Foot	\$0.44
615068	Place/Remove "U" cable guard	Each	\$19.50
615069	Clearance tree trimming	Per linear foot	\$0.98
615071	Regular tree trimming	Per linear foot	\$1.95
615073	Bush hog Right-of-Way 10' wide	Per linear foot	\$0.83
615074	Bush hog Right-of-Way 15' wide	Per linear foot	\$0.93
615076	Tree guard	Each	\$14.63
615077	Squirrel/Rodent guard	Per linear foot	\$2.93

Buried Construction

616004	Bury copper cable (All Sizes) with minimum cover 24"	Foot	\$1.37
616005	Bury copper cable (All Sizes) with minimum cover 30"	Foot	\$1.37
616006	Bury copper cable (All Sizes) with minimum cover 36"	Foot	\$1.61
616007	Bury copper cable (All Sizes) with minimum cover 42"	Foot	\$2.19
616008	Bury copper cable (All Sizes) with minimum cover 48"	Foot	\$2.44
616009	Bury fiber cable (All Sizes) with minimum cover 24"	Foot	\$1.56
616010	Bury fiber cable (All Sizes) with minimum cover 30"	Foot	\$1.56
616011	Bury fiber cable (All Sizes) with minimum cover 36"	Foot	\$1.95
616012	Bury fiber cable (All Sizes) with minimum cover 42"	Foot	\$2.68
616013	Bury fiber cable (All Sizes) with minimum cover 48"	Foot	\$2.93
616014	Excess of 48" depth (each 12")	Foot	\$2.44
616015	Additional charge for rock	Foot	\$3.41
616018	Remove buried cable any method	Foot	\$2.58
616019	Pre-rip plow line	Foot	\$0.49
616020	Place cable (All Sizes) in trench dug by other	Foot	\$1.37
616021	Place Metallic/Plastic pipe in trench dug by others	Foot	\$1.46
616022	Place subduct in trench dug by others	Foot	\$1.37
616023	Additional charge for backfilling	Foot	\$0.98
616024	Bury additional cable (All Sizes) in same trench	Foot	\$0.49
616025	Bury additional pipe (All Sizes) in same trench	Foot	\$0.98
616026	Bury fiber cable/subduct in same trench	Foot	\$0.49
616027	Excess of 48" depth (each 12")	Each	\$2.44
616030	Push Pipe up to 2"/minimum cover 24"	Foot	\$6.83
616031	Push Pipe up to 2"/minimum cover 30"	Foot	\$7.31
616032	Push Pipe up to 2"/minimum cover 36"	Foot	\$7.90
616033	Push Pipe up to 2"/minimum cover 42"	Foot	\$8.79
616034	Push Pipe up to 2"/minimum cover 48"	Foot	\$9.75
616035	Push Pipe 2 1/2 -4/minimum cover 24"	Foot	\$12.58
616036	Push Pipe 2 1/2 -4/minimum cover 30"	Foot	\$12.92
616037	Push Pipe 2 1/2 -4/minimum cover 36"	Foot	\$13.41
616038	Push Pipe 2 1/2 -4/minimum cover 42"	Foot	\$14.14
616039	Push Pipe 2 1/2 -4/minimum cover 48"	Foot	\$14.97
616040	Push Pipe over 4/minimum cover 24"	Foot	\$14.51
616041	Push Pipe over 4/minimum cover 30"	Foot	\$16.75

☐ No Bid ■ Not Awarded

Item	MASTEC North America, Inc.		Fl. Myers Negotiated Rate
616042	Push Pipe over 4/minimum cover 36"	Foot	\$16.58
616043	Push Pipe over 4/minimum cover 42"	Foot	\$19.50
616044	Push Pipe over 4/minimum cover 48"	Foot	\$21.45
616045	Excess of 48" depth (Each 12")	Foot	\$4.88
616050	Jack & bore up to 2"/minimum cover 24"	Foot	\$9.75
616051	Jack & bore up to 2"/minimum cover 30"	Foot	\$9.90
616052	Jack & bore up to 2"/minimum cover 36"	Foot	\$10.24
616053	Jack & bore up to 2"/minimum cover 42"	Foot	\$10.73
616054	Jack & bore up to 2"/minimum cover 48"	Foot	\$11.21
616055	Jack & bore 2 1/2 -4/minimum cover 24"	Foot	\$13.65
616056	Jack & bore 2 1/2 -4/minimum cover 30"	Foot	\$13.85
616057	Jack & bore 2 1/2 -4/minimum cover 36"	Foot	\$14.87
616058	Jack & bore 2 1/2 -4/minimum cover 42"	Foot	\$16.33
616059	Jack & bore 2 1/2 -4/minimum cover 48"	Foot	\$18.53
616060	Jack & bore over 4/minimum cover 24"	Foot	\$18.53
616061	Jack & bore over 4/minimum cover 30"	Foot	\$20.48
616062	Jack & bore over 4/minimum cover 36"	Foot	\$22.43
616063	Jack & bore over 4/minimum cover 42"	Foot	\$24.38
616064	Jack & bore over 4/minimum cover 48"	Foot	\$28.28
616065	Excess of 48" depth (Each 12")	Foot	\$4.88
616070	Rock boring/minimum cover 24"	Foot	\$8.83
616071	Rock boring/minimum cover 30"	Foot	\$8.78
616072	Rock boring/minimum cover 36"	Foot	\$10.73
616073	Rock boring/minimum cover 42"	Foot	\$12.68
616074	Rock boring/minimum cover 48"	Foot	\$14.63
616079	Excess of 48" depth (Each 12")	Foot	\$8.78
616081	Place bore 1" - 3"	Foot	\$5.46
616082	Place bore larger than 3"	Foot	\$7.41
616083	Bury steel pipe 6" & smaller/minimum cover 24"	Foot	\$3.71
616084	Bury steel pipe 6" & smaller/minimum cover 30"	Foot	\$3.80
616085	Bury steel pipe 6" & smaller/minimum cover 36"	Foot	\$3.90
616086	Bury steel pipe 6" & smaller/minimum cover 42"	Foot	\$4.10
616087	Bury steel pipe 6" & smaller/minimum cover 48"	Foot	\$4.19
616088	Additional pipe in same trench	Foot	\$2.44
616089	Excess of 48" depth (Each 12")	Foot	\$2.93
616091	Bury plastic pipe 6" & smaller/minimum cover 24"	Foot	\$2.44
616092	Bury plastic pipe 6" & smaller/minimum cover 30"	Foot	\$2.54
616093	Bury plastic pipe 6" & smaller/minimum cover 36"	Foot	\$2.68
616094	Bury plastic pipe 6" & smaller/minimum cover 42"	Foot	\$2.93
616095	Bury plastic pipe 6" & smaller/minimum cover 48"	Foot	\$3.17
616096	Additional pipe in same trench	Foot	\$0.98
616098	Bridge attachment	Foot	\$58.50
616099	Place "U" cable guard/ protective planking	Each	\$2.93
616101	Place cable in conduit	Foot	\$0.44
616102	Place innerduct in conduit	Foot	\$0.36
616103	Additional cable/innerduct	Foot	\$0.44
616105	Place one subduct	Foot	\$2.44
616106	Additional subduct	Foot	\$0.98
616110	Place fiber optic cable in subduct	Foot	\$0.63
616112	Remove underground cable	Foot	\$1.22
616114	Mandrel duct/ Install pull wire	Foot	\$0.49
616117	Place fiber optic cable in conduit/ innerduct	Foot	\$0.59
616119	Remove underground fiber optic cable	Foot	\$1.22

No Bid
 Not Awarded

			Ft. Myers
Item	MASTEC North America, Inc.		Negotiated Rate
616121	Remove innerduct	Foot	\$1.22
616124	Dig/fill straight splice pit	Each	\$126.75
616125	Dig/fill lateral splice pit	Each	\$146.25
616126	Splice pit (return visit)	Each	\$48.75
616128	Bury load coil	Each	\$80.00
616130	Place/remove warning sign (or route) sign/marker post	Each	\$8.78
616132	Grounding pedestal	Each	\$4.88
616134	Place buried ground wire	Foot	\$0.78
616135	Stenciling pedestal	Each	\$8.29
616137	Place buried cable pedestal/10" & smaller	Each	\$9.75
616138	Place buried cable pedestal/10" & larger	Each	\$14.63
616139	Building mounted pedestal	Each	\$19.50
616141	Place cross-connect box	Each	\$243.75
616143	Remove buried cable pedestal (All Sizes)	Each	\$9.75
616147	Place prefabricated pads	Each	\$97.50
616150	Pour pad	Square Foot	\$8.78
616151	Saw and Remove asphalt pavement	Square Foot	\$1.95
616152	Restore asphalt pavement	Square Foot	\$3.66
616153	Saw and Remove concrete	Square Foot	\$3.66
616154	Restore concrete	Square Foot	\$4.88
616156	Remove brick pavement	Square Foot	\$1.95
616158	Restore brick pavement	Square Foot	\$17.55
616159	Restore gravel, crushed rock or limerock /6" increments	Square Foot	\$0.98
616162	Watering Sod	Square Foot	\$0.49
616163	Remove/Replace sod	Square Foot	\$0.63
616164	Seed/mulch/straw	Square Foot	\$0.18
616166	Place pea gravel/4-10" pedestal	Each	\$5.36
616167	Place pea gravel/10" & over pedestal	Each	\$6.34
616168	Raise/Lower manhole - 12" & over	Each	\$243.75
616169	Raise/Lower manhole - additional 6" increments	Each	\$97.50
616173	Core bore office vault/manhole	Each	\$121.88
616175	Place splice box	Each	\$375.38
616200	Boring single cable/subduct/conduit up to 2"	Foot	\$7.95
616202	Boring single cable/subduct/conduit - 2 1/4 - 4"	Foot	\$12.43
616204	Boring single cable/subduct/conduit - 4 1/4 - 6"	Foot	\$23.40
616206	Additional cable/subduct/conduit up to 2"	Foot	\$4.88
616208	Additional cable/subduct/conduit - 2 1/4 - 6"	Foot	\$12.43
616210	Additional cable/subduct/conduit - 4 1/4 - 6"	Foot	\$23.40
616212	Stream crossing up to 4"	Foot	\$22.43
616214	Stream crossing 4 1/4 - 6"	Foot	\$43.88
616220	Additional stream crossing up to 4"	Foot	\$22.43
616222	Additional stream crossing 4 1/4 - 6"	Foot	\$43.88

Buried Service Wire

617030	Place buried service wire 1 - 150'	Each	\$64.00
617031	Place buried service wire over 150'	Foot	\$0.40
617032	Place BSW in open trench	Foot	\$0.35
617033	Backfill trench opened by others	Foot	\$1.00
617056	Sidewalk bore	Foot	\$5.80
617058	Cutover buried service wire	Each	\$13.00
617060	Splice buried service wire	Each	\$13.50
617035	Additional Charge Burying DB-Minimum Cover 24"	Foot	\$0.36

			Ft. Myers
☐	No Bid	■	Not Awarded
Item	MASTEC North America, Inc.		Negotiated Rate
617036	Additional Charge Burying DB-Minimum Cover 30"	Foot	\$0.50
617037	Additional Charge Burying DB-Minimum Cover 36"	Foot	\$0.54
617038	Additional Charge Burying DB-Minimum Cover 42"	Foot	\$0.59
617039	Additional Charge Burying DB-Minimum Cover 48"	Foot	\$0.63

Cable Splicing

618002	Splice 1-400 pair underground paper insulated	Pair	\$1.45
618003	Splice 1-400 pair underground PIC	Pair	\$0.78
618004	Splice 1-400 pair buried/aerial paper insulated	Pair	\$1.63
618005	Splice 1-400 pair buried/aerial PIC	Pair	\$0.60
618006	Splice 401 & Over underground, paper insulated	Pair	\$0.68
618007	Splice 401 & Over underground, PIC	Pair	\$0.47
618008	Splice 401 & Over buried/aerial paper insulated	Pair	\$1.16
618009	Splice 401 & Over buried/aerial PIC	Pair	\$0.38
618010	Pre-connectorized splicing 1-400 pair	Pair	\$0.44
618011	Pre-connectorized splicing 401 & over	Pair	\$0.41
618012	Splice underground closure 6 1/2" & smaller	Each	\$16.90
618013	Splice buried/aerial closure 6 1/2" & smaller	Each	\$8.44
618014	Splice under closure over 6 1/2"	Each	\$46.18
618015	Splice buried/aerial closure over 6 1/2"	Each	\$28.02
618016	Underground closure end plates 6 1/2" & smaller	Each	\$56.55
618017	Buried/aerial closure end plates 6 1/2" & smaller	Each	\$56.55
618018	Underground closure end plates over 6 1/2"	Each	\$68.25
618019	Buried/aerial closure end plates over 6 1/2"	Each	\$68.25
618020	Bridge Splice at cable cut/Underground paper insulated 1-400 pair	Pair	\$1.95
618021	Bridge Splice at cable cut/Underground PIC 1-400 pair	Pair	\$1.71
618022	Bridge Splice at cable cut/Buried-aerial pap insulated 1-400 pair	Pair	\$1.56
618023	Bridge Splice at cable cut/buried-aerial PIC 1-400 pair	Pair	\$0.98
618025	Bridge Splice at cable cut/Underground paper insulated 401 & over	Pair	\$0.98
618026	Bridge Splice at cable cut/Underground PIC 401 & over	Pair	\$0.98
618027	Bridge Splice at cable cut/buried-aerial paper insulated 401 & over	Pair	\$0.78
618028	Bridge Splice at cable cut/buried-aerial PIC 401 & over	Pair	\$0.78
618030	Bridge Splice at no cable cut/Underground paper insulated 1-400 pair	Pair	\$1.95
618031	Bridge Splice at no cable cut/Underground PIC 1-400 pair	Pair	\$1.71
618032	Bridge Splice at no cable cut/buried-aerial paper insulated 1-400 pair	Pair	\$1.56
618033	Bridge Splice at no cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.22
618034	Bridge Splice at no cable cut/Underground paper Insulated 401 & over	Pair	\$0.98
618035	Bridge Splice at no cable cut/Underground PIC 401 & over	Pair	\$0.98
618036	Bridge Splice at no cable cut/buried-aerial paper Insulated 401 & over	Pair	\$0.78
618037	Bridge Splice at no cable cut/buried-aerial PIC 401 & over	Pair	\$0.78
618041	Cut out bridge/Underground paper insulated 1-400 pair	Pair	\$0.49
618042	Cut out bridge/Underground PIC 1-400 pair	Pair	\$0.49
618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.49
618044	Cut out bridge/Buried-aerial PIC 1-400 pair	Pair	\$0.49

618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.49
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No Bid Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
618045	Cut out bridge/Underground paper insulated 401 & over	Pair	\$0.36
618046	Cut out bridge/Underground PIC 401 & over	Pair	\$0.36
618047	Cut out bridge/Buried-aerial paper insulated 401 & over	Pair	\$0.36
618048	Cut out bridge/Buried-aerial PIC 401 & over	Pair	\$0.36
618050	Pair identification & testing	Pair	\$0.70
618052	Splice fiber optic cable/single fusion	Per Fiber	\$39.00
618053	Splice fiber optic cable/mass fiber fusion	Per Fiber	\$39.00
618054	Splice fiber optic cable/single mechanical	Per Fiber	\$39.00
618055	Splice fiber optic cable/mass mechanical	Per Fiber	\$34.13
618056	Install field installable connectors	Each	\$39.00
618057	Mechanical polishing required	Each	\$29.25
618058	Mechanical polishing not required	Each	\$14.63
618060	Place/splice tip cable - paper	Pair	\$0.68
618061	Place/splice tip cable - PIC	Pair	\$0.68
618063	Section transfer - Underground Paper Insulated	Pair	\$3.39
618064	Section transfer - Underground PIC	Pair	\$2.69
618065	Section transfer - Buried/aerial paper insulated	Pair	\$2.14
618066	Section transfer - Buried/aerial PIC	Pair	\$1.72
618070	Cut slack in cable - Underground paper insulated	Pair	\$6.34
618071	Cut slack in cable - Underground PIC	Pair	\$4.29
618072	Cut slack in cable - Buried/aerial paper insulated	Pair	\$6.34
618073	Cut slack in cable - Buried/aerial PIC	Pair	\$3.29
618074	Cut slack out of cable - Underground paper insulated	Pair	\$4.83
618075	Cut slack out of cable - Underground PIC	Pair	\$4.83
618076	Cut slack out of cable - Buried/aerial paper insulated	Pair	\$2.59
618077	Cut slack out of cable - Buried/aerial PIC	Pair	\$1.00
618080	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground paper insulated	Pair	\$5.36
618081	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground PIC	Pair	\$2.10
618082	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial paper insulated	Pair	\$5.00
618083	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial PIC	Pair	\$1.65
618085	Cut in re-cap switch paper insulated	Each	\$3.90
618086	Cut in re-cap switch PIC	Each	\$3.17
618088	Cut out re-cap switch paper insulated	Each	\$2.93
618089	Cut out re-cap switch PIC	Each	\$1.95
618090	Additional charge for special circuits	Pair	\$7.89
618092	Cable throw 1-400 pair	Pair	\$4.14
618093	Cable throw 401 & over	Pair	\$5.27
618094	Clear and cap	Pair	\$0.32
618095	Terminate cable pairs	Pair	\$0.64
618096	Install repeater mounting posts/pedestal	Each	\$19.31
618097	Place repeater housing	Each	\$22.52
618098	Cut in repeater case	Pair	\$3.38
618099	Basic Splice setup (underground)	Each	\$121.88
618101	Place/Remove jumpers - MDF	Pair	\$5.64
618102	Place/Remove jumpers - Other	Pair	\$1.13
618103	Make up buried cable facilities 1-400 Pair	Each	\$17.00
618104	Make up buried cable facilities 401 & over	Each	\$112.71
618106	Place cable in pad mounted closures	Foot	\$9.75
618107	Cut out non-ready access terminals	Each	\$39.42

No Bid Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
618108	Place/remove connecting block/ Terminal Block	Each	\$11.70
618109	Place building entry terminal (inside/outside)	Each	\$22.52
618110	Remove building entry terminal (inside/outside)	Each	\$22.52
618113	Place encapsulate	Each	\$12.34
618114	Remove encapsulate	Each	\$39.00
618115	Place pressurized closure	Each	\$87.75
618116	Remove pressurized closure	Each	\$48.75
618117	Place non-pressurized closure	Each	\$24.38
618119	Remove non-pressurized closure	Each	\$14.63
618120	Install hanger brackets	Each	\$4.88
618121	Place/change stenciling of facilities	Each	\$4.39
618122	Place/replace base on buried cable pedestals	Each	\$18.53
618123	Raise/lower pedestal 4 - 10"	Each	\$48.26
618124	Raise/lower pedestal 10" & over	Each	\$69.71
618125	Place pea gravel in pedestal 4 - 10"	Each	\$3.32
618126	Place pea gravel in pedestal 10" & over	Each	\$8.04
618127	Plug conduit ducts	Each	\$1.36
618130	Place aerial wire and associated hardware	Span	\$34.13
618131	Remove aerial wire and associated hardware	Span	\$14.63
618132	Transfer aerial wire from lug-to-lug	Each	\$5.36
618133	Transfer aerial wire structure to structure	Span	\$58.50
618134	Splice aerial wire	Span	\$3.38
618135	Convert aerial to buried/buried to aerial wire	Each	\$20.38
618136	Install/Remove House Protector (NID)	Each	\$23.17
618137	Bond/ground buried service wire in pedestal	Each	\$19.45
618138	Bond complete manhole	Manhole	\$66.30
618139	Bond existing individual cables in manhole	Each	\$8.04
618140	Bond/ground existing messenger strand	Each	\$19.45
618141	Place permanent air press valve (aerial)	Each	\$16.09
618142	Place pressure testing tubing & valve in manhole	Each	\$16.92
618143	Place pressure testing tubing & valve on buried cable	Each	\$11.26
618144	Place bypass valve in manhole	Each	\$48.26
618145	Place bypass valve on pole	Each	\$48.26
618146	Place bypass valve on buried cable	Each	\$28.81
618147	Place pressure contactor/transducer	Each	\$28.81
618148	Build pressure plug paper or moisture block - paper insulated cable	Each	\$68.74
618149	Build pressure plug paper or moisture block - PIC cable	Each	\$68.74
618151	Make inner/outer sheath pressure block	Each	\$68.74
618152	Checking, placing, changing nitrogen (air tanks)	Per Site	\$12.81
618153	Aerial splice rehab - closure rehab	Each	\$39.00
618154	Aerial splice rehab - Pair reconstruction Splicing	Pair	\$1.22
618155	Aerial splice rehab pressurized - closure rehab	Each	\$39.00
618156	Aerial splice rehab pressurized - Pair reconstruction splicing	Pair	\$1.22
618157	Pedestal splice rehab	Each	\$79.29
618158	Pedestal pair reconstruction splicing	Pair	\$0.28
618160	Underground splice rehab	Each	\$78.00
618161	Underground pair reconstruction splicing	Per Pair	\$1.22
618163	Cut off/remove abandoned cable/stubs below ground line	Each	\$14.53

Workers Per Hour

No Bid Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
619514	Service Technician- Regular time	Hour	\$23.89
619515	Service Technician- Over time	Hour	\$35.83
619516	Maintenance/Service Technician- Regular time	Hour	\$28.28
619517	Maintenance/Service Technician- Over time	Hour	\$38.17
619500	Supervisor - Regular time	Hour	\$21.45
619502	Equipment Operator - Regular time	Hour	\$19.50
619503	Equipment Operator - Over time	Hour	\$29.25
619504	Laborer/Flagger - Regular time	Hour	\$13.65
619505	Laborer/Flagger - Over time	Hour	\$20.48
619506	Rehab Cable Splicer - Regular time	Hour	\$28.28
619507	Rehab Cable Splicer - Over time	Hour	\$38.17
619508	Cable Splicer - Regular time	Hour	\$32.18
619509	Cable Splicer - Over time	Hour	\$43.44
619510	Apprentice Splicer - Regular time	Hour	\$22.43
619511	Apprentice Splicer - Over time	Hour	\$33.64
619512	Facilities Technician - Regular time	Hour	\$24.38
619513	Facilities Technician - Over time	Hour	\$36.56
619518	Line Technician - Regular time	Hour	\$29.25
619519	Line Technician - Over time	Hour	\$43.88
619520	Technician/Truck/Backhoe - Regular time	Hour	\$97.50
619521	Technician/Truck/Backhoe - Over time	Hour	\$146.25
619522	Cable Splicer - Fiber - Regular time	Hour	\$63.38
619523	Cable Splicer - Fiber - Over time	Hour	\$85.56
619524	Cable Locator - Regular time	Hour	\$36.08
619525	Cable Locator - Over time	Hour	\$49.24
619526	3-Man Line Crew - Regular time	Hour	\$97.50
619527	3-Man Line Crew - Over time	Hour	\$146.25
619528	Truck Driver - Regular time	Hour	\$19.50
619529	Truck Driver - Over time	Hour	\$29.25
619530	Security Guard - Regular time	Hour	\$29.25
619531	Security Guard - Over time	Hour	\$43.88
619532	Per Diem	Day	\$73.13

Equipment Per Hour

619600	Splicer's Truck equipped with Tools	Hour	\$6.83
619601	Maintenance/Service Technician Truck equipped with Tools	Hour	\$6.83
619602	Apprentice splicer truck	Hour	\$6.83
619603	Service Technician Vehicle	Hour	\$6.83
619604	Facilities Technician Vehicle	Hour	\$6.83
619605	Pickup Truck (1/2 ton)	Hour	\$5.85
619606	Truck (flat bed)	Hour	\$6.83
619607	2 Ton truck and Over	Hour	\$8.29
619608	Line truck without auger	Hour	\$12.43
619609	Line truck equipped with revolving boom and auger	Hour	\$19.50
619610	Semi-tractor and trailer (low boy)	Hour	\$48.75
619611	Cable trailer (all types)	Hour	\$3.90
619612	Equipment trailer (flat bed)	Hour	\$4.88
619613	Pole trailer (all sizes)	Hour	\$3.90
619614	Front end loader	Hour	\$53.63
619616	Bulldozer w Static Plow (any size)	Hour	\$53.63
619617	Trencher or cable plow 1-40 horsepower	Hour	\$27.30

 No Bid  Not Awarded

Item	MASTEC North America, Inc.		Ft. Myers Negotiated Rate
619618	Trencher or cable plow over 40 horsepower	Hour	\$53.63
619619	Air compressor and Asphalt Cutting Blade	Hour	\$11.70
619620	Vibrator Tamper (Compactor) (Wheeled)	Hour	\$7.80
619621	Tractor equipped with bushhog	Hour	\$21.45
619622	Water pump - centrifugal	Hour	\$6.83
619623	Water pump mud hog	Hour	\$6.83
619624	Manhole blower	Hour	\$3.90
619625	Portable generator	Hour	\$4.88
619626	Pipe pusher	Hour	\$15.60
619627	Jack and bore machine (Up to 6")	Hour	\$24.38
619628	Chain saw	Hour	\$4.88
619629	Rock saw	Hour	\$73.13
619630	Concrete saw	Hour	\$9.75
619631	Asphalt roller	Hour	\$14.63
619632	Well points (Includes Headers & Header Pipe w/o Pump)	Per Point Per Day	\$14.63
619633	Well point pump - 6"	Day	\$390.00
619634	Well point pump - 8"	Day	\$487.50
619635	Rock cutting trencher (Includes teeth)	Hour	\$195.00
619636	Rock auger	Hour	\$195.00
619637	Tree trimming truck	Hour	\$82.88
619638	Chipper	Hour	\$48.75
619639	Rodder truck	Hour	\$48.75
619640	Cable jet machine	Hour	\$48.75
619641	Cable retriever	Hour	\$48.75
619642	Directional boring machine (Mini)	Hour	\$121.88
619643	Vacuum truck	Hour	\$195.00
619644	Flasher barricades	Each	\$1.46
619645	Roadway Directional Flashing Signal	Per Day Each	\$121.88
619646	Crash cushion package (Virginia Only)	Per Day Each	
619647	Pickup Truck (3/4 ton)	Hour	\$6.83
619648	Backhoe (Wheeled)	Hour	\$23.40
619649	Backhoe (JD-70 or equivalent)	Hour	\$48.75
619650	Backhoe (JD-490 or equivalent)	Hour	\$58.50
619651	Backhoe (JD-690 or equivalent)	Hour	\$78.00
619652	Track Dozer (Small)	Hour	\$34.13
619653	Vibrator Tamper (Compactor) (Hand-Held)	Hour	\$6.83
619654	Directional boring machine (DD-40)	Hour	\$341.25
619655	Directional boring machine (DD-70)	Hour	\$487.50
619656	Grader	Hour	\$53.63
619657	Welder	Hour	\$11.70
619658	1000 Watt Light Bank	Hour	\$14.63
619659	Dump Truck (Single Axle)	Hour	\$24.38
619660	Dump Truck (Double Axle)	Hour	\$43.88
619661	Hydraulic Shoring (10 ft. Section)	Hour	\$9.75
619662	OTDR with Printer (Anritsu 1310/1550 (1 mainframe + plug-ins)	Hour	\$97.50
619663	Power Meter and Anritsu Optical	Hour	\$29.25
619664	Power Meter and 140 Intelco	Hour	\$24.38
619665	Light Source - Intelco 112-1310	Hour	\$39.00
619666	Light Source - Intelco 112-1550	Hour	\$39.00
619667	Light Source - Dual 1330/1550	Hour	\$68.25

No Bid Not Awarded

Item	MASTEC North America, Inc.	Punta Gorda
		Negotiated Rate

Aerial Construction

615001	Place pole 25'-35'	Each	\$63.38
615002	Place pole 40' - 45'	Each	\$82.88
615003	Place pole 50' & above	Each	\$121.88
615004	Remove pole 25' - 35'	Each	\$63.38
615005	Remove pole 40' - 45'	Each	\$39.00
615006	Remove pole 50' & above	Each	\$63.38
615007	Hand carry poles	Foot	\$1.95
615008	Pole/Relocation	Each	\$180.38
615009	Straighten poles	Each	\$148.25
615010	Setting/Removing Pole in power	Each	\$195.00
615011	Place/Remove pole block	Each	\$63.38
615012	Place/Remove pole block & key	Each	\$92.63
615013	Stenciling pole	Each	\$9.75
615014	Excavation of Solid Rock/Coral	Each	\$73.13
615015	Place anchor	Each	\$34.13
615018	Remove anchor/rod	Each	\$29.25
615017	Place/Remove guy	Each	\$22.43
615018	Place/Ground aerial protector	Each	\$21.45
615019	Remove/Transfer protector (any type)	Each	\$21.45
615020	Place ground rods	Each	\$29.25
615021	Megger testing of existing grounds	Each	\$29.25
615022	Place ground wire	Each	\$14.63
615023	Place/Remove/Transfer aerial wire	Each	\$48.75
615024	Place ready access wire terminal	Each	\$21.45
615025	Remove/Transfer wire terminal	Each	\$21.45
615026	Transfer cable terminal	Each	\$21.45
615028	Bond existing strand or guy	Each	\$9.75
615029	Transfer cable attachment	Each	\$29.25
615030	Transfer buried riser	Each	\$48.75
615031	Place aerial large apparatus	Each	\$97.50
615032	Remove aerial large apparatus	Each	\$63.38
615033	Transfer aerial large apparatus	Each	\$97.50
615034	Place messenger strand - (All Sizes)	Foot	\$0.20
615035	Remove messenger strand - (All Sizes)	Foot	\$0.15
615036	Transfer messenger strand - (All Sizes)	Span	\$58.50
615037	Place cable extension arm	Each	\$29.25
615038	Remove cable extension arm	Each	\$19.50
615039	Transfer foreign utilities	Per attachment	\$24.38
615040	Place/Remove false dead-end	Each	\$19.50
615041	Strand dead-end	Each	\$19.50
615042	Remove rural district wire - All Sizes	Foot	\$0.15
615045	Place aerial cable on strand 100 pair & Under	Foot	\$0.34
615046	Place aerial cable on strand 101-400 pair	Foot	\$0.39
615047	Place aerial cable on strand 401 pair & Over	Foot	\$0.78
615048	Place aerial fiber cable	Foot	\$0.59
615049	Backpull aerial cable	Foot	\$0.10
615052	Remove aerial cable 300 pair & Under	Foot	\$0.20
615053	Remove aerial cable 301 pair & Over	Foot	\$0.20
615054	Remove aerial fiber cable	Foot	\$0.24
615055	Place oscillation dampers	Each	\$19.50

☐ No Bid ☐ Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
615056	Remove oscillation dampers	Each	\$14.63
615057	Place fiber marker tags	Each	\$7.80
615058	Lash cable to existing cable	Foot	\$0.49
615062	Place self supporting cable	Foot	\$0.39
615063	Remove 300 pair & under. self supporting cable	Foot	\$0.39
615064	Remove 301 pair & over self supporting cable	Foot	\$0.39
615065	Cleat cable 1-200 pair	Foot	\$0.49
615066	Cleat cable 200 pair & over	Foot	\$0.59
615067	Cleat ground wire or service wire	Foot	\$0.44
615068	Place/Remove "U" cable guard	Each	\$19.50
615069	Clearance tree trimming	Per linear foot	\$0.98
615071	Regular tree trimming	Per linear foot	\$1.95
615073	Bush hog Right-of-Way 10' wide	Per linear foot	\$0.83
615074	Bush hog Right-of-Way 15' wide	Per linear foot	\$0.93
615076	Tree guard	Each	\$14.63
615077	Squirrel/Rodent guard	Per linear foot	\$2.93

Buried Construction

616004	Bury copper cable (All Sizes) with minimum cover 24"	Foot	\$1.22
616005	Bury copper cable (All Sizes) with minimum cover 30"	Foot	\$1.22
616006	Bury copper cable (All Sizes) with minimum cover 36"	Foot	\$1.46
616007	Bury copper cable (All Sizes) with minimum cover 42"	Foot	\$2.19
616008	Bury copper cable (All Sizes) with minimum cover 48"	Foot	\$2.44
616009	Bury fiber cable (All Sizes) with minimum cover 24"	Foot	\$1.27
616010	Bury fiber cable (All Sizes) with minimum cover 30"	Foot	\$1.27
616011	Bury fiber cable (All Sizes) with minimum cover 36"	Foot	\$1.95
616012	Bury fiber cable (All Sizes) with minimum cover 42"	Foot	\$2.58
616013	Bury fiber cable (All Sizes) with minimum cover 48"	Foot	\$2.93
616014	Excess of 48" depth (each 12")	Foot	\$2.44
616015	Additional charge for rock	Foot	\$3.41
616018	Remove buried cable any method	Foot	\$2.88
616019	Pre-rip plow line	Foot	\$0.49
616020	Place cable (All Sizes) in trench dug by other	Foot	\$1.37
616021	Place Metallic/Plastic pipe in trench dug by others	Foot	\$1.46
616022	Place subduct in trench dug by others	Foot	\$1.37
616023	Additional charge for backfilling	Foot	\$0.98
616024	Bury additional cable (All Sizes) in same trench	Foot	\$0.49
616025	Bury additional pipe (All Sizes) in same trench	Foot	\$0.98
616026	Bury fiber cable/subduct in same trench	Foot	\$0.49
616027	Excess of 48" depth (each 12")	Each	\$2.44
616030	Push Pipe up to 2"/minimum cover 24"	Foot	\$6.33
616031	Push Pipe up to 2"/minimum cover 30"	Foot	\$7.31
616032	Push Pipe up to 2"/minimum cover 36"	Foot	\$7.80
616033	Push Pipe up to 2"/minimum cover 42"	Foot	\$8.78
616034	Push Pipe up to 2"/minimum cover 48"	Foot	\$9.75
616035	Push Pipe 2 1/2 -4/minimum cover 24"	Foot	\$12.63
616036	Push Pipe 2 1/2 -4/minimum cover 30"	Foot	\$12.92
616037	Push Pipe 2 1/2 -4/minimum cover 36"	Foot	\$13.41
616038	Push Pipe 2 1/2 -4/minimum cover 42"	Foot	\$14.14
616039	Push Pipe 2 1/2 -4/minimum cover 48"	Foot	\$14.87
616040	Push Pipe over 4/minimum cover 24"	Foot	\$14.63
616041	Push Pipe over 4/minimum cover 30"	Foot	\$16.09

☐ No Bid ■ Not Awarded

MASTEC North America, Inc.			Punta Gorda
Item			Negotiated Rate
616042	Push Pipe over 4"/minimum cover 36"	Foot	\$16.58
616043	Push Pipe over 4"/minimum cover 42"	Foot	\$19.50
616044	Push Pipe over 4"/minimum cover 48"	Foot	\$21.45
616045	Excess of 48" depth (Each 12")	Foot	\$4.88
616050	Jack & bore up to 2"/minimum cover 24"	Foot	\$9.75
616051	Jack & bore up to 2"/minimum cover 30"	Foot	\$9.90
616052	Jack & bore up to 2"/minimum cover 36"	Foot	\$10.24
616053	Jack & bore up to 2"/minimum cover 42"	Foot	\$10.73
616054	Jack & bore up to 2"/minimum cover 48"	Foot	\$11.21
616055	Jack & bore 2 1/2 -4"/minimum cover 24"	Foot	\$13.65
616056	Jack & bore 2 1/2 -4"/minimum cover 30"	Foot	\$13.85
616057	Jack & bore 2 1/2 -4"/minimum cover 36"	Foot	\$14.87
616058	Jack & bore 2 1/2 -4"/minimum cover 42"	Foot	\$16.33
616059	Jack & bore 2 1/2 -4"/minimum cover 48"	Foot	\$18.53
616060	Jack & bore over 4"/minimum cover 24"	Foot	\$18.53
616061	Jack & bore over 4"/minimum cover 30"	Foot	\$20.48
616062	Jack & bore over 4"/minimum cover 36"	Foot	\$22.43
616063	Jack & bore over 4"/minimum cover 42"	Foot	\$24.38
616064	Jack & bore over 4"/minimum cover 48"	Foot	\$28.28
616065	Excess of 48" depth (Each 12")	Foot	\$4.88
616070	Rock boring/minimum cover 24"	Foot	\$6.83
616071	Rock boring/minimum cover 30"	Foot	\$8.78
616072	Rock boring/minimum cover 36"	Foot	\$10.73
616073	Rock boring/minimum cover 42"	Foot	\$12.68
616074	Rock boring/minimum cover 48"	Foot	\$14.63
616079	Excess of 48" depth (Each 12")	Foot	\$8.78
616081	Place bore 1" - 3"	Foot	\$5.46
616082	Place bore larger than 3"	Foot	\$7.41
616083	Bury steel pipe 6" & smaller/minimum cover 24"	Foot	\$3.71
616084	Bury steel pipe 6" & smaller/minimum cover 30"	Foot	\$3.80
616085	Bury steel pipe 6" & smaller/minimum cover 36"	Foot	\$3.90
616086	Bury steel pipe 6" & smaller/minimum cover 42"	Foot	\$4.10
616087	Bury steel pipe 6" & smaller/minimum cover 48"	Foot	\$4.19
616088	Additional pipe in same trench	Foot	\$2.44
616089	Excess of 48" depth (Each 12")	Foot	\$2.93
616091	Bury plastic pipe 6" & smaller/minimum cover 24"	Foot	\$2.44
616092	Bury plastic pipe 6" & smaller/minimum cover 30"	Foot	\$2.54
616093	Bury plastic pipe 6" & smaller/minimum cover 36"	Foot	\$2.56
616094	Bury plastic pipe 6" & smaller/minimum cover 42"	Foot	\$2.93
616095	Bury plastic pipe 6" & smaller/minimum cover 48"	Foot	\$3.17
616096	Additional pipe in same trench	Foot	\$0.36
616098	Bridge attachment	Foot	\$58.50
616099	Place "U" cable guard/ protective planking	Each	\$2.93
616101	Place cable in conduit	Foot	\$0.44
616102	Place innerduct in conduit	Foot	\$0.36
616103	Additional cable/innerduct	Foot	\$0.44
616105	Place one subduct	Foot	\$2.44
616106	Additional subduct	Foot	\$0.36
616110	Place fiber optic cable in subduct	Foot	\$0.53
616112	Remove underground cable	Foot	\$1.22
616114	Mandrel duct/ Install pull wire	Foot	\$0.49
616117	Place fiber optic cable in conduit/ innerduct	Foot	\$0.49
616119	Remove underground fiber optic cable	Foot	\$1.22

No Bid Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
616121	Remove innerduct	Foot	\$1.22
616124	Dig/fill straight splice pit	Each	\$126.75
616125	Dig/fill lateral splice pit	Each	\$146.25
616126	Splice pit (return visit)	Each	\$48.75
616128	Bury load coil	Each	\$80.00
616130	Place/remove warning sign (or route) sign/marker post	Each	\$8.78
616132	Grounding pedestal	Each	\$4.88
616134	Place buried ground wire	Foot	\$0.78
616135	Stenciling pedestal	Each	\$8.29
616137	Place buried cable pedestal/10" & smaller	Each	\$9.75
616138	Place buried cable pedestal/10" & larger	Each	\$14.63
616139	Building mounted pedestal	Each	\$19.50
616141	Place cross-connect box	Each	\$243.75
616143	Remove buried cable pedestal (All Sizes)	Each	\$9.75
616147	Place prefabricated pads	Each	\$97.50
616150	Pour pad	Square Foot	\$8.78
616151	Saw and Remove asphalt pavement	Square Foot	\$1.95
616152	Restore asphalt pavement	Square Foot	\$3.66
616153	Saw and Remove concrete	Square Foot	\$3.66
616154	Restore concrete	Square Foot	\$4.88
616156	Remove brick pavement	Square Foot	\$1.95
616158	Restore brick pavement	Square Foot	\$17.55
616159	Restore gravel, crushed rock or limerock /6" increments	Square Foot	\$0.98
616162	Watering Sod	Square Foot	\$0.49
616163	Remove/Replace sod	Square Foot	\$0.63
616164	Seed/mulch/straw	Square Foot	\$0.18
616166	Place pea gravel/4-10" pedestal	Each	\$5.36
616167	Place pea gravel/10" & over pedestal	Each	\$6.34
616168	Raise/Lower manhole - 12" & over	Each	\$243.75
616169	Raise/Lower manhole - additional 6" increments	Each	\$97.50
616173	Core bore office vault/manhole	Each	\$121.88
616175	Place splice box	Each	\$375.38
616200	Boring single cable/subduct/conduit up to 2"	Foot	\$7.31
616202	Boring single cable/subduct/conduit - 2 1/4 - 4"	Foot	\$11.46
616204	Boring single cable/subduct/conduit - 4 1/4 - 6"	Foot	\$23.40
616206	Additional cable/subduct/conduit up to 2"	Foot	\$4.88
616208	Additional cable/subduct/conduit - 2 1/4 - 8"	Foot	\$12.43
616210	Additional cable/subduct/conduit - 4 1/4 - 6"	Foot	\$23.40
616212	Stream crossing up to 4"	Foot	\$22.43
616214	Stream crossing 4 1/4 - 6"	Foot	\$43.88
616220	Additional stream crossing up to 4"	Foot	\$22.43
616222	Additional stream crossing 4 1/4 - 6"	Foot	\$43.88

Buried Service Wire

617030	Place buried service wire 1 - 150'	Each	\$61.00
617031	Place buried service wire over 150'	Foot	\$0.40
617032	Place BSW in open trench	Foot	\$0.35
617033	Backfill trench opened by others	Foot	\$1.00
617056	Sidewalk bore	Foot	\$5.80
617058	Cutover buried service wire	Each	\$13.00
617060	Splice buried service wire	Each	\$13.50
617035	Additional Charge Burying DB-Minimum Cover 24"	Foot	\$0.36

No Bid Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
617036	Additional Charge Burying DB-Minimum Cover 30"	Foot	\$0.50
617037	Additional Charge Burying DB-Minimum Cover 36"	Foot	\$0.54
617038	Additional Charge Burying DB-Minimum Cover 42"	Foot	\$0.59
617039	Additional Charge Burying DB-Minimum Cover 48"	Foot	\$0.63

Cable Splicing

618002	Splice 1-400 pair underground paper insulated	Pair	\$1.45
618003	Splice 1-400 pair underground PIC	Pair	\$0.78
618004	Splice 1-400 pair buried/aerial paper insulated	Pair	\$1.63
618005	Splice 1-400 pair buried/aerial PIC	Pair	\$0.60
618006	Splice 401 & Over underground. paper insulated	Pair	\$0.68
618007	Splice 401 & Over underground. PIC	Pair	\$0.47
618008	Splice 401 & Over buried/aerial paper insulated	Pair	\$1.16
618009	Splice 401 & Over buried/aerial PIC	Pair	\$0.38
618010	Pre-connectorized splicing 1-400 pair	Pair	\$0.44
618011	Pre-connectorized splicing 401 & over	Pair	\$0.41
618012	Splice underground closure 6 1/2" & smaller	Each	\$16.90
618013	Splice buried/aerial closure 6 1/2" & smaller	Each	\$8.44
618014	Splice under closure over 6 1/2"	Each	\$46.18
618015	Splice buried/aerial closure over 6 1/2"	Each	\$28.02
618016	Underground closure end plates 6 1/2" & smaller	Each	\$58.55
618017	Buried/aerial closure end plates 6 1/2" & smaller	Each	\$56.55
618018	Underground closure end plates over 6 1/2"	Each	\$68.25
618019	Buried/aerial closure end plates over 6 1/2"	Each	\$68.25
618020	Bridge Splice at cable cut/Underground paper insulated 1-400 pair	Pair	\$1.95
618021	Bridge Splice at cable cut/Underground PIC 1-400 pair	Pair	\$1.71
618022	Bridge Splice at cable cut/Buried-aerial pap insulated 1-400 pair	Pair	\$1.56
618023	Bridge Splice at cable cut/buried-aerial PIC 1-400 pair	Pair	\$0.98
618025	Bridge Splice at cable cut/Underground paper insulated 401 & over	Pair	\$0.98
618026	Bridge Splice at cable cut/Underground PIC 401 & over	Pair	\$0.98
618027	Bridge Splice at cable cut/buried-aerial paper insulated 401 & over	Pair	\$0.78
618028	Bridge Splice at cable cut/buried-aerial PIC 401 & over	Pair	\$0.78
618030	Bridge Splice at no cable cut/Underground paper insulated 1-400 pair	Pair	\$1.95
618031	Bridge Splice at no cable cut/Underground PIC 1-400 pair	Pair	\$1.71
618032	Bridge Splice at no cable cut/buried-aerial paper insulated 1-400 pair	Pair	\$1.56
618033	Bridge Splice at no cable cut/buried-aerial PIC 1-400 pair	Pair	\$1.22
618034	Bridge Splice at no cable cut/Underground paper insulated 401 & over	Pair	\$0.98
618035	Bridge Splice at no cable cut/Underground PIC 401 & over	Pair	\$0.98
618036	Bridge Splice at no cable cut/buried-aerial paper insulated 401 & over	Pair	\$0.78
618037	Bridge Splice at no cable cut/buried-aerial PIC 401 & over	Pair	\$0.78
618041	Cut out bridge/Underground paper insulated 1-400 pair	Pair	\$0.49
618042	Cut out bridge/Underground PIC 1-400 pair	Pair	\$0.49
618043	Cut out bridge/Buried-aerial paper insulated 1-400 pair	Pair	\$0.49
618044	Cut out bridge/Buried-aerial PIC 1-400 pair	Pair	\$0.49

No Bid Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
618045	Cut out bridge/Underground paper insulated 401 & over	Pair	\$0.36
618046	Cut out bridge/Underground PIC 401 & over	Pair	\$0.36
618047	Cut out bridge/Buried-aerial paper insulated 401 & over	Pair	\$0.36
618048	Cut out bridge/Buried-aerial PIC 401 & over	Pair	\$0.36
618050	Pair identification & testing	Pair	\$0.70
618052	Splice fiber optic cable/single fusion	Per Fiber	\$39.00
618053	Splice fiber optic cable/mass fiber fusion	Per Fiber	\$39.00
618054	Splice fiber optic cable/single mechanical	Per Fiber	\$39.00
618055	Splice fiber optic cable/mass mechanical	Per Fiber	\$34.13
618056	Install field installable connectors	Each	\$39.00
618057	Mechanical polishing required	Each	\$29.25
618058	Mechanical polishing not required	Each	\$14.63
618060	Place/splice tip cable - paper	Pair	\$0.68
618061	Place/splice tip cable - PIC	Pair	\$0.68
618063	Section transfer - Underground Paper Insulated	Pair	\$3.39
618064	Section transfer - Underground PIC	Pair	\$2.69
618065	Section transfer - Buried/aerial paper insulated	Pair	\$2.14
618066	Section transfer - Buried/aerial PIC	Pair	\$1.72
618070	Cut slack in cable - Underground paper insulated	Pair	\$6.34
618071	Cut slack in cable - Underground PIC	Pair	\$4.29
618072	Cut slack in cable - Buried/aerial paper insulated	Pair	\$6.34
618073	Cut slack in cable - Buried/aerial PIC	Pair	\$3.29
618074	Cut slack out of cable - Underground paper Insulated	Pair	\$4.83
618075	Cut slack out of cable - Underground PIC	Pair	\$4.83
618076	Cut slack out of cable - Buried/aerial paper insulated	Pair	\$2.59
618077	Cut slack out of cable - Buried/aerial PIC	Pair	\$1.00
618080	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground paper Insulated	Pair	\$5.36
618081	Cut in/cut out load coil/saturable inductor/build out capacitors - Underground PIC	Pair	\$2.10
618082	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial paper insulated	Pair	\$5.00
618083	Cut in/cut out load coil/saturable inductor/build out capacitors - Buried/aerial PIC	Pair	\$1.65
618085	Cut in re-cap switch paper Insulated	Each	\$3.90
618086	Cut in re-cap switch PIC	Each	\$3.17
618088	Cut out re-cap switch paper Insulated	Each	\$2.93
618089	Cut out re-cap switch PIC	Each	\$1.95
618090	Additional charge for special circuits	Pair	\$7.89
618092	Cable throw 1-400 pair	Pair	\$4.14
618093	Cable throw 401 & over	Pair	\$5.27
618094	Clear and cap	Pair	\$0.32
618095	Terminate cable pairs	Pair	\$0.64
618096	Install repeater mounting posts/pedestal	Each	\$19.31
618097	Place repeater housing	Each	\$22.52
618098	Cut in repeater case	Pair	\$3.38
618099	Basic Splice setup (underground)	Each	\$121.88
618101	Place/Remove jumpers - MDF	Pair	\$5.64
618102	Place/Remove jumpers - Other	Pair	\$1.13
618103	Make up buried cable facilities 1-400 Pair	Each	\$17.00
618104	Make up buried cable facilities 401 & over	Each	\$112.71
618106	Place cable in pad mounted closures	Foot	\$9.75
618107	Cut out non-ready access terminals	Each	\$39.42

☐ No Bid ■ Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
618108	Place/remove connecting block/ Terminal Block	Each	\$11.70
618109	Place building entry terminal (inside/outside)	Each	\$22.52
618110	Remove building entry terminal (inside/outside)	Each	\$22.52
618113	Place encapsulate	Each	\$12.34
618114	Remove encapsulate	Each	\$39.00
618115	Place pressurized closure	Each	\$87.75
618116	Remove pressurized closure	Each	\$48.75
618117	Place non-pressurized closure	Each	\$24.38
618119	Remove non-pressurized closure	Each	\$14.63
618120	Install hanger brackets	Each	\$4.88
618121	Place/change stenciling of facilities	Each	\$4.39
618122	Place/replace base on buried cable pedestals	Each	\$18.53
618123	Raise/lower pedestal 4 - 10"	Each	\$48.26
618124	Raise/lower pedestal 10" & over	Each	\$69.71
618125	Place pea gravel in pedestal 4 - 10"	Each	\$3.32
618126	Place pea gravel in pedestal 10" & over	Each	\$8.04
618127	Plug conduit ducts	Each	\$1.36
618130	Place aerial wire and associated hardware	Span	\$34.13
618131	Remove aerial wire and associated hardware	Span	\$14.63
618132	Transfer aerial wire from lug-to-lug	Each	\$5.36
618133	Transfer aerial wire structure to structure	Span	\$58.50
618134	Splice aerial wire	Span	\$3.38
618135	Convert aerial to buried/buried to aerial wire	Each	\$20.38
618136	Install/Remove House Protector (NID)	Each	\$23.17
618137	Bond/ground buried service wire in pedestal	Each	\$19.45
618138	Bond complete manhole	Manhole	\$66.30
618139	Bond existing individual cables in manhole	Each	\$8.04
618140	Bond/ground existing messenger strand	Each	\$19.45
618141	Place permanent air press valve (aerial)	Each	\$16.09
618142	Place pressure testing tubing & valve in manhole	Each	\$16.92
618143	Place pressure testing tubing & valve on buried cable	Each	\$11.26
618144	Place bypass valve in manhole	Each	\$48.26
618145	Place bypass valve on pole	Each	\$48.26
618146	Place bypass valve on buried cable	Each	\$26.81
618147	Place pressure contactor/transducer	Each	\$26.81
618148	Build pressure plug paper or moisture block - paper insulated cable	Each	\$68.74
618149	Build pressure plug paper or moisture block - PIC cable	Each	\$68.74
618151	Make inner/outer sheath pressure block	Each	\$68.74
618152	Checking, placing, changing nitrogen (air tanks)	Per Site	\$12.61
618153	Aerial splice rehab - closure rehab	Each	\$39.00
618154	Aerial splice rehab - Pair reconstruction Splicing	Pair	\$1.22
618155	Aerial splice rehab pressurized - closure rehab	Each	\$39.00
618156	Aerial splice rehab pressurized - Pair reconstruction splicing	Pair	\$1.22
618157	Pedestal splice rehab	Each	\$29.25
618158	Pedestal pair reconstruction splicing	Pair	\$0.98
618160	Underground splice rehab	Each	\$78.00
618161	Underground pair reconstruction splicing	Per Pair	\$1.22
618163	Cut off/remove abandoned cable/stubs below ground line	Each	\$14.63

Workers Per Hour

No Bid Not Awarded

Item	MASTEC North America, Inc.		Punta Gorda Negotiated Rate
619514	Service Technician- Regular time	Hour	\$21.94
619515	Service Technician- Over time	Hour	\$35.83
619516	Maintenance/Service Technician- Regular time	Hour	\$28.28
619517	Maintenance/Service Technician- Over time	Hour	\$38.17
619500	Supervisor - Regular time	Hour	\$17.55
619502	Equipment Operator - Regular time	Hour	\$19.50
619503	Equipment Operator - Over time	Hour	\$29.25
619504	Laborer/Flagger - Regular time	Hour	\$13.65
619505	Laborer/Flagger - Over time	Hour	\$20.48
619506	Rehab Cable Splicer - Regular time	Hour	\$28.28
619507	Rehab Cable Splicer - Over time	Hour	\$38.17
619508	Cable Splicer - Regular time	Hour	\$32.18
619509	Cable Splicer - Over time	Hour	\$43.44
619510	Apprentice Splicer - Regular time	Hour	\$22.43
619511	Apprentice Splicer - Over time	Hour	\$33.64
619512	Facilities Technician - Regular time	Hour	\$24.38
619513	Facilities Technician - Over time	Hour	\$36.56
619518	Line Technician - Regular time	Hour	\$29.25
619519	Line Technician - Over time	Hour	\$43.88
619520	Technician/Truck/Backhoe - Regular time	Hour	\$97.50
619521	Technician/Truck/Backhoe - Over time	Hour	\$146.25
619522	Cable Splicer - Fiber - Regular time	Hour	\$63.38
619523	Cable Splicer - Fiber - Over time	Hour	\$85.56
619524	Cable Locator - Regular time	Hour	\$36.08
619525	Cable Locator - Over time	Hour	\$49.24
619526	3-Man Line Crew - Regular time	Hour	\$97.50
619527	3-Man Line Crew - Over time	Hour	\$146.25
619528	Truck Driver - Regular time	Hour	\$19.50
619529	Truck Driver - Over time	Hour	\$29.25
619530	Security Guard - Regular time	Hour	\$29.25
619531	Security Guard - Over time	Hour	\$43.88
619532	Per Diem	Day	\$73.13

Equipment Per Hour

619600	Splicer's Truck equipped with Tools	Hour	\$6.83
619601	Maintenance/Service Technician Truck equipped with Tools	Hour	\$4.34
619602	Apprentice splicer truck	Hour	\$6.83
619603	Service Technician Vehicle	Hour	\$6.83
619604	Facilities Technician Vehicle	Hour	\$6.83
619605	Pickup Truck (1/2 ton)	Hour	\$5.95
619606	Truck (flat bed)	Hour	\$6.83
619607	2 Ton truck and Over	Hour	\$8.29
619608	Line truck without auger	Hour	\$12.43
619609	Line truck equipped with revolving boom and auger	Hour	\$19.50
619610	Semi-tractor and trailer (low boy)	Hour	\$49.24
619611	Cable trailer (all types)	Hour	\$3.27
619612	Equipment trailer (flat bed)	Hour	\$4.34
619613	Pole trailer (all sizes)	Hour	\$3.27
619614	Front end loader	Hour	\$53.53
619616	Bulldozer w Static Plow (any size)	Hour	\$53.53
619617	Trencher or cable plow 1-40 horsepower	Hour	\$27.80

No Bid Not Awarded

MASTEC North America, Inc.			Punta Gorda
Item			Negotiated Rate
619618	Trencher or cable plow over 40 horsepower	Hour	\$53.63
619619	Air compressor and Asphalt Cutting Blade	Hour	\$11.70
619620	Vibrator Tamper (Compactor) (Wheeled)	Hour	\$7.80
619621	Tractor equipped with bushhog	Hour	\$21.45
619622	Water pump - centrifugal	Hour	\$6.83
619623	Water pump mud hog	Hour	\$6.83
619624	Manhole blower	Hour	\$3.90
619625	Portable generator	Hour	\$4.88
619626	Pipe pusher	Hour	\$15.60
619627	Jack and bore machine (Up to 6")	Hour	\$24.38
619628	Chain saw	Hour	\$4.88
619629	Rock saw	Hour	\$73.13
619630	Concrete saw	Hour	\$9.75
619631	Asphalt roller	Hour	\$14.83
619632	Well points (Includes Headers & Header Pipe w/o Pump)	Per Point Per Day	\$14.63
619633	Well point pump - 6"	Day	\$390.00
619634	Well point pump - 8"	Day	\$487.50
619635	Rock cutting trencher (Includes teeth)	Hour	\$195.00
619636	Rock auger	Hour	\$195.00
619637	Tree trimming truck	Hour	\$82.88
619638	Chipper	Hour	\$48.75
619639	Rodder truck	Hour	\$48.75
619640	Cable jet machine	Hour	\$48.75
619641	Cable retriever	Hour	\$48.75
619642	Directional boring machine (Mini)	Hour	\$121.88
619643	Vacuum truck	Hour	\$195.00
619644	Flasher barricades	Each	\$1.46
619645	Roadway Directional Flashing Signal	Per Day Each	\$121.88
619646	Crash cushion package (Virginia Only)	Per Day Each	
619647	Pickup Truck (3/4 ton)	Hour	\$6.83
619648	Backhoe (Wheeled)	Hour	\$23.40
619649	Backhoe (JD-70 or equivalent)	Hour	\$48.75
619650	Backhoe (JD-490 or equivalent)	Hour	\$58.50
619651	Backhoe (JD-690 or equivalent)	Hour	\$78.00
619652	Track Dozer (Small)	Hour	\$34.13
619653	Vibrator Tamper (Compactor) (Hand-Held)	Hour	\$6.83
619654	Directional boring machine (DD-40)	Hour	\$341.25
619655	Directional boring machine (DD-70)	Hour	\$487.50
619656	Grader	Hour	\$53.63
619657	Welder	Hour	\$11.70
619658	1000 Watt Light Bank	Hour	\$14.63
619659	Dump Truck (Single Axle)	Hour	\$24.38
619660	Dump Truck (Double Axle)	Hour	\$43.88
619661	Hydraulic Shoring (10 ft. Section)	Hour	\$9.75
619662	OTDR with Printer (Anritsu 1310/1550 (1 mainframe + plug-ins)	Hour	\$97.50
619663	Power Meter and Anritsu Optical	Hour	\$29.25
619664	Power Meter and 140 Intelco	Hour	\$24.38
619665	Light Source - Intelco 112-1310	Hour	\$39.00
619666	Light Source - Intelco 112-1550	Hour	\$39.00
619667	Light Source - Dual 1330/1550	Hour	\$68.25

EXHIBIT B-7a DISCOUNTS

EXHIBIT B-7A DISCOUNTS

VOLUME DISCOUNTS

% Discount

\$ Spend

See attachment on following page.

EARLY PAYMENT DISCOUNTS

Not Applicable

EXHIBIT B-8 COST QUOTE

EXHIBIT B-8

**SPRINT
COST QUOTE FOR DESIGNATED WORK**

This cost quote when duly executed by an authorized representative of the Contractor, shall become part of the agreement for Construction between Sprint and _____ executed on _____ (Agreement), as an addendum thereto and shall be governed by, subject to and construed in accordance with the terms and conditions set forth in the Agreement.

Narrative, Conditions of work and method of payment :

618165 **COST QUOTE :** \$ _____

This cost quote shall constitute the entire rate that the Contractor will bill for labor, equipment and loading for the items on the Designated Work.

The Contractor shall be responsible for any and all errors and/or omissions in pricing out labor, equipment and loading. Negligence on the part of the Contractor in preparing the COST QUOTE confer no right for the withdrawal of the quote after it has been submitted.

The Contractor has read and understands and shall fully comply with all the terms, covenants and agreements set forth in the Agreement and herein. Contractor has executed this COST QUOTE or has caused it to be executed on it's behalf, on the date indicated below it's signature.

(Contractor)

Signed and acknowledge by

In the Presence of:

By: _____

Witness: _____

Title: _____

Witness: _____

Date: _____

Federal Identification Number:

ATTACHMENTS

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2. GENERAL INFORMATION ON BUSINESS PROCESSES
3. CONTRACT ADMINISTRATORS DIRECTORY LISTINGS
4. GENERAL SAFETY REQUIREMENT

ATTACHMENT 1

Sprint's Code of Ethics

- INTRODUCTION (You, Ethics and the Law)
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- INTERPRETATION, COMPLIANCE AND REPORTING (Reporting a Violation)
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 - Corporate Contributions
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 - Political Action Committees

INTRODUCTION (You, Ethics and the Law)

Sprint's Code of Ethics explains the basic rules applicable to Sprint employees in their day-to-day dealings with others, whether they are customers, competitors, suppliers or fellow employees. These rules reflect our company's core values.

Sprint is committed to high standards of business conduct. At Sprint, we believe people should be treated fairly and honestly, with dignity and respect. We always compete aggressively but ethically in the marketplace and we will not violate the law in conducting our business activities. An illegal or unethical act cannot be justified by saying it advantaged the company, or that it was directed by someone else in the organization, even a higher authority. You never are authorized by the company to commit, or direct another employee to commit, such an act.

Throughout the Code, any reference to Sprint includes Sprint Corporation and all of its subsidiaries and affiliates. As a member of a Sprint company, you are expected to review the Code of Ethics and apply its principles in your daily business activities.

Of course, the Code cannot explicitly cover all situations or circumstances. If there are no rules, use the principles in the Code to guide your conduct.

CHIEF ETHICS OFFICER

The Sprint Chief Ethics Officer is responsible for overseeing Sprint's ethics and law compliance program. This program includes not only developing policies and procedures, but also providing training to employees so that we will conduct our business in accordance with the law and our company policies.

INTERPRETATION, COMPLIANCE AND REPORTING (Reporting a Violation)

If you have questions about the meaning of the Code or about applying it to particular situations, you should contact your supervisor, who in turn will work with Human Resources, the Law Department or the Chief Ethics Officer, to get an answer. If you do not receive a clear explanation or believe you may not receive a fair or adequate review of the issue from your supervisor, call the Sprint Hotline at 1-800-788-7844. The Sprint Hotline is answered by the Company's Law Department and you may remain anonymous when you call.

For Sprint's commitment to integrity to be fully realized, everyone must comply fully with the Code. Accordingly, the Sprint Code of Ethics will be strictly enforced. Failure to comply with this Code, will result in disciplinary action, which may include termination of employment.

If you believe someone has engaged in unethical or illegal conduct, you are required to report it. This report should be promptly made to your supervisor. If you have any concern about reporting the wrongdoing to your supervisor, you should call the Sprint Hotline or the Chief Ethics Officer. Failure to promptly report such conduct could allow wrongdoing to continue, subjecting the company and its employees to greater harm. Any supervisor receiving a report required by this Code of Ethics is required to forward a summary of the report to the Chief Ethics Officer on a copy of the form attached.

Any retaliation against an employee who, in good faith, reports a violation or suspected violation of this Code, is strictly forbidden. Such retaliation is itself a violation of this Code.

RESPECT FOR EACH OTHER

It is Sprint's policy to treat everyone, our fellow employees as well as business associates and competitors, with fairness and respect. It is our policy, in accordance with the law, to maintain an environment free from discrimination on the basis of sex, age, race, color, religion, national origin, veteran status or disability. Sexual harassment is both illegal and unethical and it should be reported immediately.

The spirit of these laws reflects an ancient wisdom: Treat others as you wish to be treated. Sprint employees, as a fundamental company policy, are expected to treat their fellow employees with dignity and respect.

SAFETY, HEALTH AND ENVIRONMENT

Sprint is committed to providing a safe and healthy work place for its employees and for visitors to our premises. Sprint is equally committed to preventing the deterioration of the environment and minimizing the impact of our operations on the land, air and water. These commitments can only be met through the awareness and cooperation of all Sprint employees.

You should always notify your supervisor of any suspected unsafe or unhealthy conditions in the work place. You should also notify your supervisor whenever you believe hazardous materials or wastes have come in contact with the environment, are improperly handled or discarded or where a potential violation of law may exist.

ACCURATE ACCOUNTS AND RECORD KEEPING

- Accuracy of Records

- Falsification or Alteration of Records
 - Retention of Records
-

Accuracy of Records

Sprint's policy is to fully comply with all laws of the United States and the foreign countries in which we do business regarding the maintenance of accounts and records. Our internal standards require that records and books of account be accurately and honestly maintained. The true nature of transactions should always be fully disclosed on our books.

Whenever you put something in writing, make sure you are factual and accurate. Be precise and avoid exaggeration or inaccuracy in your statements.

Falsification or Alteration of Records

Falsifying or altering records, or knowingly approving false records, is prohibited. Here are some rules you should keep in mind:

- False or misleading entries or statements should never be made in any of our books, records, expense or incentive compensation reports or other documentation for any reason. Keep books, records and accounts in reasonable detail so they accurately reflect the transaction.
- Expense reports must be filled out accurately and completely, showing the correct purpose and amount of each expense item.
- Permanent entries in Sprint's records should never be altered in any way.
- No secret or unrecorded funds or assets should be created or maintained for any purpose.
- You should never make a payment or approve a receipt with the understanding that it will be used for a purpose other than what is described in the record of the transaction.

Retention of Records

Company records include internal and external documents prepared in the ordinary course of our business. Sprint has developed a records retention policy for the systematic retention and destruction of these records. There are also federal and state laws governing the retention of company records, which may be referenced in the policies of Sprint or its affiliates. You may obtain a copy of the records retention policy from your supervisor.

Records should always be retained and destroyed according to our records retention policy. If litigation, an audit or a government investigation is pending, you should consult your Law Department before destroying any related records.

CONFLICTS OF INTEREST

- Gifts and Entertainment
- Outside Activities
- Volunteer Activities
- Board Members
- Investment Opportunities

You should not have any personal interest that is incompatible with the loyalty and responsibility you owe to Sprint. You should perform your job duties based on what is in the best interests of Sprint rather than any personal considerations or relationships. You should have no relationships with suppliers, contractors, customers, competitors or regulators that create loyalties which compete with your loyalty to Sprint or create a conflict of interest which affects your independent judgment on behalf of Sprint.

You should notify your supervisor of any business opportunity of which you become aware because of your position with Sprint. Never attempt to exploit such opportunities for your personal benefit or divide your loyalties with a company that does business or competes with Sprint. To do so creates a conflict of interest.

It is not possible to outline every conflict of interest. Some of the more common circumstances and policies are set forth below. If you have a question about a possible conflict of interest, you should follow the procedures in Section 3 of the Code.

Gifts and Entertainment

You should never solicit any gift, below market loan, or any other loan not in the ordinary course of business, entertainment or special privilege from a competitor, or anyone who conducts or seeks to conduct business (including a customer or supplier) with Sprint. "You," for all purposes relating to this Section, includes your family or any person or entity you control.

If you have a question about acceptance of a gift, entertainment or anything else of value, follow the procedures in Section 3 of the Code. In addition, if you accept any gift, entertainment or anything else of value, other than (1) Nominal Gifts, or (2) Ordinary Business Entertainment (as these terms are defined below), you must report your acceptance in writing to your supervisor.

You may accept the following: (1) an invitation to a hospitality suite, (2) sporting event, (3) golf outing, or (4) business meal if it is reasonable in the context of the business and it is either associated with a necessary business meeting or it advances the company's business interests (Ordinary Business Entertainment). You should, however, never accept any entertainment on behalf of the company if it could impair or influence your independent judgment

Accepting gifts in a business context may sometimes be seen as an attempt to improperly influence your business decisions. You should never accept gifts of money or securities (including stocks, bonds, etc.) under any circumstances. You should never accept any benefit or gift from anyone that conducts or seeks to conduct business with Sprint if that gift would cause you to favor that company or person over others or otherwise influence your judgment. You should never accept a gift if it would place you or Sprint in an embarrassing situation. You may accept nominal gifts which are gifts of token value or gifts used for advertising or promotion as long as they are given in the regular course of business. Discounts

You may not accept discounts on personal purchases of a supplier's or customer's products or services unless such discounts are generally offered to Sprint employees or others having a similar business relationship with the supplier or customer. If you have any questions about the acceptance of a discount, follow the procedures in Section 3 of the Code.

Outside Activities

You are expected to give your work the attention necessary for quality performance. Any outside activity, including other employment, is not permitted if it:

- Competes with Sprint or provides services or assistance to Sprint or a competitor, unless it has been approved by the Chief Ethics Officer.
- Interferes with the timely and effective performance of your duties for Sprint, such as making or receiving phone calls, handling correspondence or participating in meetings.
- Creates a conflict of interest with Sprint which affects your ability to judge issues independently and objectively.
- Makes you unable to devote your full time and energy to your job when you are at work.

You should never use Sprint property to carry on a private business. If you have any questions about an outside activity, follow the procedures in Section 3 of the Code.

Volunteer Activities

Sprint encourages you to be involved in volunteer activities that better our communities. If you wish to use company property or spend work time on these activities, you must get the approval of your supervisor.

Board Memberships

You are permitted to serve on the board of directors of community or not-for-profit organizations. However, to make sure these activities do not create a conflict of interest or other problem with your Sprint employment, you must notify your supervisor of your membership. You must report to and obtain approval from your supervisor before becoming a member of the board of directors of any for-profit organization.

You must not serve as a member of the board of directors of any company that is a competitor of Sprint or has a significant commercial relationship with Sprint.

Investments and Other Financial Opportunities

You should not have a direct investment (including stock ownership in private or publicly traded companies) or other financial interest in a supplier, contractor or competitor of Sprint if it could create a conflict of interest on your part. A conflict of interest may be presumed if a direct investment is of significant value or represents a significant percentage of your total investment portfolio or the investment portfolio of someone subject to your influence or control, for example, a spouse, child or parent. A 'direct' investment is any investment you make and not one made by a mutual fund or pension plan for its portfolio.

If you are in a position to influence or evaluate purchasing or other procurement decisions at Sprint, you should not hold any position with or have a financial or other business relationship with any of Sprint's suppliers.

It may be a conflict of interest if you acquire an interest in an asset, such as real estate, stock or some other type of property, when Sprint has or will acquire an interest in that same asset. It also may be, in some instances, a conflict of interest if a member of your immediate family is employed by a supplier, contractor or competitor of Sprint's. You must notify your supervisor immediately if any of these potential conflict of interest situations occur. You should also notify your supervisor if you acquire a profit or investment opportunity as a result of representing Sprint in the course of your employment.

USE AND PROTECTION OF COMPANY ASSETS

The assets of Sprint include much more than just our buildings, equipment or office supplies. They include intangible property such as software and other intellectual property rights, technologies, business concepts and strategies, financial data and other information about our business.

Preventing the loss, damage, misuse or theft of company property, including software and other intellectual property rights, is a part of each employee's job. All company assets should be used only for the benefit of Sprint and not for personal gain.

Intellectual property is very valuable to Sprint and can be protected by patents, copyrights, trademarks and trade secrets. You should not take any action, such as unauthorized disclosure, that could affect Sprint's ability to protect these intellectual property assets. Sprint's Protection of Proprietary Information Policy provides specific rules for safeguarding the company's proprietary information, including proprietary information transmitted by electronic mail and other computer access methods, and by voice mail.

PROPERTY RIGHTS OF OTHERS

Sprint respects the property rights of others. In the conduct of our business, we have occasion to receive and use proprietary information of others. We must use this information only in accordance with the agreements under which we have received it. It is company policy to honor copyrights and

to respect the trade secrets of others. You should not engage in unauthorized copying or reveal or use any trade secrets of a former employer or other competitor in connection with your Sprint employment, including competitor information such as customer lists, technical developments or operational data.

DRUG FREE WORK PLACE

Sprint has adopted a policy requiring a drug-free workplace. This policy states:

1) Using, possessing, distributing, selling, dispensing, manufacturing, transferring, offering, furnishing or being under the influence of illegal or illicit drugs or other controlled substances (as defined under state and federal law and regulations) while on duty or on company premises is prohibited. For purposes of this policy, the term "company premises" includes all land, buildings, structures, parking lots and means of transportation owned by or leased to Sprint, or any of its subsidiary or affiliated companies.

2) Any employee who is convicted under a criminal drug statute for a violation occurring in the workplace or on company business must notify Sprint no later than 5 days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. Criminal drug statutes include federal or non-federal criminal statutes involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.

You should be aware of this policy and comply with it. If you have any questions or need additional information, contact your supervisor. Any employee who violates this policy and/or is convicted under a criminal drug statute, will be subject to disciplinary action which may include termination of employment.

PRIVACY OF COMMUNICATIONS

Protecting our customers' privacy of communications is fundamental to Sprint's business and there are laws regulating disclosure of customer records or other communications. You may not engage in or allow another person to engage in unauthorized listening, recording or other disclosure of communications or customer records.

Any subpoena, court order or other request for customer information from law enforcement or government agencies or other outside parties should be referred immediately to the department in your organization responsible for handling this information.

AGREEMENTS

Sprint enjoys a reputation for being a fair, ethical but demanding contractor. Sprint honors its commitments and expects others to do the same.

Do not make any commitments or enter into any oral or written agreements on behalf of the company unless you have authority from your supervisor to do so and unless you know that the company can comply with the terms of that agreement.

ANTITRUST

The antitrust laws of the United States have been developed to encourage healthy competition among businesses by defining what conduct or activities are unacceptable and unlawful. We must always carefully observe the antitrust laws in our daily business.

Agreements between competitors that limit competition are a violation of the antitrust laws. Oral discussions and informal arrangements may be considered "agreements" so you should be careful whenever you meet with competitors or customers, including contacts at trade shows or professional gatherings.

When attending trade shows or having meetings or conversations with competitors, you may never discuss or even listen to a discussion of present or future prices, profit margins or costs, bids or intended bids, terms or conditions of sale, market shares, sales territories, distribution practices or other competitive information. If a competitor begins to discuss such matters, you must refuse to participate and leave if the discussion does not stop. You should then report the incident to your Law Department.

There are some basic rules to follow when you are dealing with competitors or customers:

DO NOT talk to competitors about or agree to fix or control prices or terms of sale.

Do NOT talk to competitors about or agree to allocate or apportion products, markets, territories or customers.

DO NOT agree with competitors to boycott certain customers or suppliers.

DO NOT disclose the company's bid or solicit information about a competitor's confidential bid proposal.

DO NOT require customers, as a condition to doing business, to buy from us before we will agree to buy from them.

DO NOT require customers to take a product or service they do not want in order to get from us a product or service they do want.

DO NOT agree with a customer to establish or fix the customer's resale prices or other terms or conditions of sale.

The antitrust laws also prohibit monopolization or attempts to monopolize. A telephone company, in particular, is susceptible to antitrust claims if it tries to use its dominant position in the local telephone service market to impair competition for other services.

The antitrust laws of the United States are very complex and these are only general guidelines. You should be aware that our antitrust laws may apply to certain international agreements. In some cases, the antitrust laws of foreign countries may apply to us. Sprint's policy is to comply with the laws of all countries in which we do business.

If you have any questions or think you have an antitrust issue, either refer to Sprint's antitrust manual, "Working within the Antitrust Laws," or contact your Law Department.

BRIBES, KICKBACKS AND OTHER IMPROPER PAYMENTS

Bribes, kickbacks, payoffs or other unusual or improper payments to obtain or keep business are unethical, illegal and strictly forbidden. You are not permitted to make or authorize any offer, payment, promise or gift that is intended or appears to influence a business relationship with Sprint. If you receive any such offer, payment, promise or gift, you must report it to your supervisor.

CUSTOMER WRONGDOING

As a common carrier, we are generally obligated to provide telecommunications services to all customers regardless of the content of their messages. However, if we believe that a customer is using our service for an unlawful purpose, such as to defraud, we may have an obligation to terminate that customer's service. This is particularly true if we are providing unregulated billing and collection or other optional services. If you suspect a customer is using Sprint's services for an unlawful purpose, please contact your Law Department immediately.

FEDERAL GOVERNMENT CONTRACTS

- Complete and Accurate Records
- Pricing, Billing and Contracting
- Labor and Material Costs
- Gifts and Entertainment
- Materials, Supply ment and Services
- Marketing and Selling
- Employment/Recruitment

- Control, Testing and Safety

The United States government is an important and valued customer of Sprint. Since we do business with the federal government, we must follow certain laws and regulations that have been established to protect the public interest. They are applicable to Sprint whether the work is being done under a prime contract or a subcontract.

Listed below are some of the basic rules that you must follow when dealing with federal government contracts and officials. In addition, there may be other federal laws or regulatory commission rules to be observed. Questions concerning these matters should be directed to your Law Department.

Complete and Accurate Records

Do not expose both yourself and Sprint to civil and criminal liabilities by making false claims or misleading statements in any Sprint correspondence, reports, books or records.

Pricing, Billing and Contracting

If you are involved in government contract pricing, billing or contracting, you must:

- Understand and follow all applicable procurement regulations;
- Observe the government Cost Accounting Standards and Cost Principles;
- Comply with the Truth in Negotiations Act so that our prices are clear, concise and presented understandably to the customer;
- Make sure invoices accurately reveal the products and services rendered and the actual price and terms of the sale.

Labor and Material Costs

You must authorize, document and record labor and material costs to the proper work order or cost centers. You must not allocate costs contrary to contract provisions. This would include improper entries on work reports and incorrect charging of labor hours, charging of unsupported overhead costs and inaccurately classifying costs or shifting costs between contracts and projects.

Gifts and Entertainment

As a general rule, you must not give gifts, entertainment or meals to federal government employees. Under no circumstances should you offer or give anything of value to a federal government employee or representative to try to influence the judgment of that person in favor of Sprint. If you wish to invite a federal government employee to a reception, user conference or other large open affair, you must submit the name of the event and the list of invited guests to the chief executive of

GSD for approval. You must also then obtain the prior written approval of the Designated Agency Ethics Official (DAEO).

You are also prohibited from accepting anything of value from Sprint suppliers, subcontractors or their employees, if it is offered to you for the purpose of obtaining or rewarding favorable treatment. If you believe someone has violated this provision, you should contact your supervisor or the Chief Ethics Officer.

Materials, Supplies, Equipment and Services

You should always try to purchase materials, supplies, equipment and services from qualified suppliers at the lowest possible cost, keeping in mind the requirements of quality, performance and schedule. Suppliers and consultant services must be authorized by properly approved statements of work that clearly identify the work to be performed.

Marketing and Selling

Sprint's goal is to provide its customers with the highest quality products and services at the best possible price. However, Sprint will not authorize any unethical or illegal activity in order to obtain business. It is your responsibility to understand the customer's needs and to satisfy those needs by submitting realistic proposals on price, performance and schedule.

Employment/Recruitment

During any federal agency procurement of property or services, you must not offer or promise any future employment or business opportunity to any procurement official. You must not even discuss such matters with a procurement official, either directly or indirectly. These rules also apply to representatives, agents and consultants of Sprint.

Certain restrictions apply to hiring or retaining any former military or civilian government employee or consultant. If you have hired or plan to hire a former government employee, you should seek advice from your Law Department regarding what types of work the employee can perform and what other limitations might apply to the employment. Similarly, former government employees who work for Sprint may direct any questions concerning legal restraints on their activities to the Chief Ethics Officer.

Control, Testing and Safety

Sprint employees are often required to certify compliance with quality control specifications and safety or testing requirements. Failure to conduct required testing or misrepresentation of test procedures or data is a violation of Sprint policy.

INSIDE INFORMATION

As an employee, you may learn information about Sprint that is not generally known to the public and that could affect someone's decision to buy, sell or hold Sprint stock. This information might be

about trade secrets, business plans, marketing and sales programs, audits, dividend changes, earnings estimates or other confidential or proprietary information that could affect Sprint financially. This is known as "material inside information."

You must hold this information in strictest confidence. You must not buy or sell Sprint stock, including stock options, until this information has been publicly disclosed. You also must not buy or sell stock or stock options of another company if you know undisclosed information that would substantially affect that company's stock. You also must not tell others about the information or give them any inside "tips." If you do any of these things, it is a violation of federal law and you could be subject to civil or criminal penalties.

INTERNATIONAL BUSINESS

You are expected to obey the laws and respect the customs of all the countries in which we transact business. If the laws do not address a particular situation or they are unclear or conflicting, consult your Law Department.

You also must comply with the Foreign Corrupt Practices Act, which makes it illegal to offer or give a bribe to a foreign official with the intent to corruptly influence his or her acts or decisions.

The law also makes it illegal for Sprint and its employees to participate in an unsanctioned boycott or restrictive trade practice. If you are asked to participate in such an activity, you should notify your Law Department immediately.

POLITICAL CONTRIBUTIONS AND ACTIVITIES

- Corporate Contributions
- Employee Political Participation
- Political Action Committees

Corporate Contributions

Federal law and the laws of many states forbid companies from making contributions of money, goods or services to political candidates (except for contributions made by a political action committee, as discussed below). You may not make any contribution for Sprint or use Sprint's name, funds, property or services for the support of political parties or candidates unless the contribution is permitted by law and authorized by the company. Only your specific company's chief external affairs or government relations officer may authorize a company contribution.

Employee Political Participation

Sprint encourages employees to personally participate in the political process, by voting or otherwise being involved in political activity. Sprint will never require or expect you to express a political view that is contrary to your personal view. However, you should also be careful not to create the impression that you are speaking or acting on behalf of Sprint when you express a personal political opinion.

Political Action Committees

Sprint sponsors an employee Political Action Committee (PAC) called SprintPAC for eligible employees. Employee contributions to a PAC are personal, political contributions and entirely voluntary. It is unlawful and contrary to company policy to exert pressure or offer improper inducements to encourage such contributions by employees.

ATTACHMENT 2

GENERAL INFORMATION FOR IDENTIFYING BUSINESS PROCESSES

AGREEMENT ORDER used by LDD:

DESIGNATED WORK BY AGREEMENT ORDER. Sprint will issue a written Purchase Order to Contractor that will include

- 1.2.1. Deliver or work performance location;
- 1.2.2. Invoicing Instructions;
- 1.2.3. Incorporation of the terms of the Agreement;
- 1.2.4. The Agreement number set forth in the upper right-hand corner of this Agreement;
- 1.2.5. Time Schedule for completion of Designated Work
- 1.2.6. *Purchase Orders may require Designated Work on railroad right-of-way, or other entities granting right-of-way (collectively "Right-of-Way Entities").*

SCOPE OF DESIGNATED WORK

SCHEDULES used by LTD:

DESIGNATED WORK BY SCHEDULES. The Contractor will observe the conditions of "Instructions to Bidders"; in any and all work performed hereunder. The Contractor will perform, or furnish, within the area designated by Sprint, such work items, labor and/or equipment set forth in the Exhibits as are authorized by Schedules delivered from time to time to the Contractor by Sprint. Such work items, labor and/or equipment will be referred to collectively herein as the "Designated Work". Work items are describe and defined in the Exhibits. The term "Schedules" will mean work drawings which specify the items of work authorized to be performed hereunder. Such term will also include verbal Schedules given to the Contractor for the purpose of emergency restoration, which Sprint will, when practicable, confirm in writing and/or by furnishing substantiating work prints. The Contractor will furnish, at Sprint's request, such Designated Work at the Hourly Rates specified in the Exhibits or on specific Bid Sheets where specific work items are not specified.

The following paragraphs set forth below pertains to Optional Sprint LDD Processes only:

RATES

Rates. Sprint will pay Contractor in accordance with the following billing rate: Exhibit B-7

REIMBURSEMENTS

Reimbursement. Contractor will be reimbursed for travel, living, and other expenses authorized by Sprint in the Purchase Order at reasonable and actual costs. Travel and living expenses will not be reimbursed unless they are in conformance with Sprint's travel reimbursement policies.

All travel which is to be reimbursed by Sprint should be booked as coach or economy only through Sprint Business Travel Center by calling (800) 347-2639. When making travel arrangements, please acknowledge that you are a Contractor for Sprint. Booking through Sprint Business Travel Center will allow for least cost to Sprint. The passenger flight coupon and travel itinerary must be attached to the Contractor's expense report.

Contractor's travel (coach and economy class only) expenditures should be appropriate to Sprint's business undertaken, and reasonable in the judgment of both Sprint and the Contractor. For reimbursement, Contractor must submit original receipts greater than \$15 for meals (tear tab receipts are not accepted); however, hotel, car rental, fuel for rental cars require receipts regardless of the amount. Contractor will be reimbursed for use of a personal vehicle for business purposes at the current rate (based on current IRS regulations) in effect, plus parking and toll fees. Contractor will utilize reasonable parking facilities and rates. Parking receipts are required for reimbursement of \$15 or more.

INVOICING FOR LDD:

Invoicing and Payment. Purchase Orders will state specific invoicing instructions. Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and;
- 3 Make reference to this Agreement and Purchase Order Number:

Invoices must be sent in accordance with the invoicing instructions provided with the Purchase Order. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Purchase Order, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

INVOICING FOR LTD:

Contractor agrees to complete a Labor/Material Reporting Form ("LMR"), furnished by Sprint upon completion of any Schedules. LMRs will be submitted to Sprint Affiliate as designated on the applicable Schedules for completed Designated Work only and will be paid in full within thirty (30) days of Sprint approval.

Contractor will submit all LMRs to Sprint Affiliate designated on the applicable Schedules for Sprint's approval within five (5) working days of performance. LMRs submitted for approval that exceed five (5) working days, will be paid at Sprint's sole discretion. LMRs submitted for approval for the first time, which exceeds ninety (90) calendar days after performance, will not be paid.

Invoicing and Payment. Work Activities will state specific invoicing instructions.

Contractor will invoice once per month. Invoices submitted by Contractor will:

- 1 Accurately describe Designated Work rendered during the invoice period including hours and respective dates of performance, if applicable, and any reports submitted;
- 2 Identify any other authorized expenses incurred in the performance of this Agreement; and
- 3 Make reference to this Agreement and Work Activities Number.

Invoices must be sent in accordance with the invoicing instructions provided with the Work Activity. Invoices must list individual amounts for the following: Professional Designated Work (Engineering, consulting, etc.); Other Labor; Material/Equipment; and taxes for each if applicable and set forth in Exhibit A. Contractor must maintain and submit itemized time records and expense reports with each invoice. Unless stated otherwise in the Work Activity, undisputed amounts will be paid within 30 days of receipt. Disputed amounts will be paid, if owed, within 30 days of resolution of the dispute.

ELECTRONIC INVOICING FOR LDD & LTD:

Electronic invoicing is a process used by contract service supplier to submit invoices for hourly, unit, and bid work activities. Access to the Sprint electronic invoicing system is through the Internet. Electronic invoicing is primarily used by the Local Telecommunications Division; however, all of Sprint divisions are expected to implement this process in 1999. Contract service suppliers are required to furnish the necessary hardware, software, and employee training for electronic invoicing.

ATTACHMENT 3

LOCAL CONTRACT ADMINISTRATORS' DIRECTORY LISTINGS FOR LDD AND LTD
LDD CONSTRUCTION ADMINISTRATORS

WEST

John Repp-- Midwest
2511 E. GRAUWYLER
IRVING, TX 75061-3410
MAILSTOP: TXIVGH0101
Telephone: 972-405-1848
Fax: 972-405-1797

Robert Goodman - Northwest
4210 E. FOURTH PLAIN BLVD
VANCOUVER, WA 98661-5650
MAILSTOP: WAVANB0101
Telephone: 360-993-2040
Fax: 800-879-8956

Richard Green - Southwest
1850 GATEWAY DRIVE
SAN MATEO, CA 94404
MAILSTOP: CASMAA0405
Telephone: 650-513-2538
Fax: 650-513-2526

EAST

Jim Carrol - Northeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAAITLD0202
Telephone: 404-649-2311
Fax: 800-215-4252

Robert Meagher - Great Lakes
5600 N. RIVER ROAD
SUITE 900
ROSEMONT, IL 60018
MAILSTOP: ILROSA0504
Telephone: 800-896-3023
Fax: 847-318-3199

Tom Taylor - Southeast
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAAITLD0202
Telephone: 404-649-2364
Fax: 800-215-4252

SUPPLY CHAIN MANAGEMENT

Fernando Jordan
903 E. 104TH STREET
KANSAS CITY, MO 64131
MAILSTOP: MOKCMW0801
Telephone: 816-854-7693
Fax: 816-854-7022

FIBER OPERATIONS

Robert Rowin
3065 CUMBERLAND CIRCLE
CUMBERLAND CENTER I
ATLANTA, GA 30339
MAILSTOP: GAATLD0202
Telephone: 404-649-2335
Fax: 800-215-4252

LOCAL DIVISION

Western Operations

Cathy Neill Chambers
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-2214
Fax: 913-791-2315

Martenis Tyiska
600 NEW CENTURY PARKWAY
FLOOR 3&4
NEW CENTURY, KS 66031-8000
MAILSTOP: KSNCAA0400
Telephone: 913-791-4869
Fax: n/a

North Central Operations

Connie M. Miller
1201 WALNUT BOTTOM ROAD
BUILDING C
CARLISLE, PA 17013-0905
MAILSTOP: PACARC0216
Telephone: 717-245-6573
Fax: n/a

Deborah K. Williams
665 LEXINGTON AVE.
MANSFIELD, OH 44907
MAIL STOP: OHMANB0204
Telephone: 419-755-8708
Fax: n/a

Mid Atlantic Operations

Gary H. Martin
2211 HYDRAULIC RD.
CHARLOTTESVILLE, VA 22901
MAIL STOP: VACHRF0204
Telephone: 804-971-2729
Fax: n/a

Southern Operations

Johnny R. North
555 LAKE BORDER DRIVE
1ST FLOOR SOUTH
APOPKA, FL 32703
MAIL STOP: FLAPKA0311
Telephone: 407-889-6767
Fax: n/a

Nevada Operations

Dawn Davidson
330 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89107
MAIL STOP: NVLSVB0113
Telephone: 702-244-7028
Fax: 702-244-6113

ATTACHMENT 4

GENERAL SAFETY REQUIREMENTS FOR SPRINT EMPLOYEES AND AGENTS

Safety rules cannot be all inclusive. Workers must refrain from unsafe and improper practices including both the violation of written rules and regulations and the violation of unwritten rules of common sense.

Contractor Note: Work in the proximity of a railroad track is extremely dangerous. Sprint will rigorously enforce safety requirements, and any other requirements for safety deemed necessary by the railroad or any other agency. Should violations by the Contractor or his agents force the shutting down of Work in progress, all costs resulting from said stoppage will be for Contractor's sole obligation and at Contractor's sole expense.

1. Should any employee or agent of Sprint suffer a personal injury while on Owner's property, details of that injury must be submitted promptly to the Director-Outside Plant Engineering and Construction or Project Engineer. Federal regulations require the railroad to report all such incidents that occur on Owner's property. A copy of the report is to be submitted to Sprint, Materials and Services Management, 903 E. 104th Street, P.O. Box 8490, Kansas City, Missouri 64114-0490.
2. Workers must not use, or be under the influence of, intoxicants, drugs, or any substance which may impair senses of alertness.
3. Scuffling, horseplay, practical jokes, and all conduct of a similar nature, are prohibited.
4. Profane, indecent, or abusive language by workers is prohibited.
5. Good housekeeping is of the utmost importance in the prevention of accidents and fires. Workers must keep that part of the property that is their responsibility in a neat and orderly condition. Clean-up will be conducted on a daily basis.
6. Throwing waste, garbage, bottles, refuse, or other such materials on railroad property, or disposing of such at other than designated locations, is prohibited. Each Contractor will provide several refuse containers at the work site, which will be dumped on a daily basis.
7. In all cases, established routes in and about the property must be used.
8. Workers are warned that trains, locomotives, or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. All employees will become familiar with and be capable of recognizing railroad equipment (switchboxes, lights) adjacent to the tracks.
9. Walking, stepping, or standing on rail, frog, switch, interlocking machinery or connections, or sitting on any part of track structure, except in performance of duty, is prohibited. (Note: The term "track structure" means the space between the rails and within three feet outside the rails, unless otherwise specified.)
10. Workers must not cross tracks by going underneath cars.
11. Workers must not cross tracks by crossing over between cars that are coupled together.

12. Workers must keep a 30' distance from passing trains' locomotives, or as far as possible, to avoid injury from falling objects or projections on the equipment.
13. Objects which constitute a slipping or tripping hazard must not be left in walking areas.
14. Color selection in clothes and equipment is critical. Some colors like green, orange, red, or yellow may be prohibited on the railroad right-of-way while other railroad right-of-ways may require the wearing of a particular color. Workers must not wear or use anything which impairs vision or hearing. Individual radios, such as Sony Walkmans or the like, are prohibited.
15. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of, a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Sprint Project Engineer prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
16. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when view or vision is limited or when noisy equipment is in use. A warning type signal shall be used by a designated person to warn workers of approaching trains or equipment. Portable air horns will be used.
17. All power line wires must be considered dangerous, and of high voltage, unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10'. For lines rated over 50KV, minimum clearance between the line and any part of equipment or load shall be 10' plus 0.4" for each 1KV over 50KV. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for operator to maintain the desired clearance by visual means.
18. Machines will be operated across tracks only at established grade crossings. If necessary to do so at any other location, it may be done only with permission of Sprint under the supervision of the Railroad Chief Engineer or his representative on site.
19. Any work within 20' of rail without consideration to height must be stopped in the clear when trains are approaching. The machine operator and workers must stand back at least 30' from the track. If the 30' distance cannot be attained, workers must clear the tracks as far as possible.
20. Machines must not be left unattended with the engine running. If a machine is left unattended, it must be in gear, with brakes set, and if equipped with blade, pan or bucket, it must be lowered to the ground.
21. All machinery and equipment left on right-of-way unattended must be left inoperable and secured against movement.
22. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier placed around the opening, i.e., fence.

23. No machinery or equipment can be stored, or left temporarily, near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, Contractor, with concurrence of the Project Manager, will establish a set storage area.
24. Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices must not be laid across rails that could shunt this electrical current. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
25. Cutting or knocking down trees, or moving rocks and other materials, that might fall on the track structure or on communications or power lines, is prohibited unless with the approval and supervision of the Railroad Chief Engineer or his representative. All trees will be removed in such a manner as to fall away from tracks, whenever possible.
26. Workers must not create and leave any condition at the work site that would interfere with water drainage.
27. Workers must not make any move toward an approaching train with machinery that would cause the engineer to believe that the track is going to be fouled.
28. Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
29. Workers must not take refuge from rain, heat, etc., under cars or other rail equipment.
30. Workers must not attempt to catch onto, or ride, moving trains or other rail equipment even though it is moving slowly.
31. Upon entering the work site, hard hats and leather shoes are required. Tennis shoes are not permitted. Other appropriate safety equipment (glasses, goggles, gloves, safety toe shoes, side shields) must be worn when OSHA or other railroad regulations apply.
32. Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan submitted to and approved by the Sprint Project Manager prior to beginning work in these areas. When work is being done in tunnels, specific requirements must be met and be under the railroad's supervision.
33. In cases of emergency, it may be necessary for Sprint employees or its agents to flag and stop approaching trains. Flagging equipment should consist of red fuses and/or red flags.
34. When emergency flagging is necessary, workers should protect against trains moving in both directions.
35. When required to perform emergency flagging, workers must understand that a great distance is required in which to stop a moving train. The flagperson must be at least 1.5 miles from the point being protected in order to provide minimum distance for the engineer to stop the train. A stop signal is given by swinging the lighted fuse or red flag at right angle to the track, but the engineer will recognize the stop signal if given violently in any manner from a point near the track. Workers, when giving a stop signal, must not stand on or within fouling distance of the track, as normally the

engineer will not have the required stopping distance to stop short of the point where the signal is being given.

36. When an emergency exists, the Railroad Chief Engineer, or his representative on site, must be notified immediately. Each person in charge of a work party must receive instruction from the Railroad Chief Engineer or his representative concerning the emergency use.
37. Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that, in cases of emergencies, the exact location may be given to the railroad personnel.
38. Prior to starting work, each crew will have available on site a list of emergency numbers (ambulance, police) to contact when necessary.
39. Each crew will possess and maintain, at each work site, a first-aid kit. (36 unit minimum, with snake bite kit mandatory.)
40. Workers are not permitted within railroad buildings (offices, stations), unless they are on official business relating to the project.
41. Unless approved by Sprint personnel, Contractor will work daylight hours only.
42. Contact the Sprint Field Representative if any hazard is noticed on passing trains. Note the time and direction of the train.
43. On double main tracks: walk facing traffic; clear both tracks when a train approaches, keeping a minimum of 15' from the tracks.
44. Do not wave violently, this is a distress signal.
45. High frequency radios (not CBs) shall be used by all crews for emergency communications between crews.
46. Open fires or fires in barrels are not allowed on railroad property.

IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

PERSONAL PROTECTIVE EQUIPMENT

1. Long pants, shirts, and full leather shoes must be worn at all times. Shorts, cutoffs shirts, and tennis shoes are not permitted. (Safety-toe footwear may be required, if required by right-of-way owner.)
2. Safety glasses and goggles must be available for each worker and worn under the following circumstances:
 - A. When working in close proximity to a trenching machine.

- B. When using any air-powered or hand-held impact tool.
 - C. Drilling operations.
 - D. All other operations hazardous to the eyes. (OSHA 1926.102)
 - E. As required by railroad.
3. Workers wearing prescription glasses must wear goggles when performing any of the aforementioned duties. Prescriptions must meet ANSI/OSHA requirements for safety glasses.

All personnel are required to wear approved laser safety eyewear while working on or in close proximity to Sprint optical fibers that are not intact, properly terminated or disconnected from its associated equipment or bulkhead termination point whenever it cannot be conclusively or positively verified that optical line amplifiers are de-energized. This would include the operations of using a fiber scope. The above rule is to minimize the threat of eye injury from potentially injurious light levels.

Filter specifications include:

Filters should be made of mineral glass that provide a minimum optical density (O.D.) of 3 or greater from 1,064 to 2,100 nanometers wavelength protection. The visible light transmission (TLV) should be 80% or greater and provide true color recognition. The manufacturer should provide information as to the irradiance factor the filter will withstand for a specified time frame (ANSI Z136.1 for the safe use of lasers recommends 10 seconds). The laser eyewear must be permanently marked with the optical density and corresponding wavelength according to ANSI Z136.1.

- 4. Hard hats will be worn at all times when a worker enters the site. All hard hats will have the name of the worker's company on the front of the hat. The worker's name will appear on the back of the hat. Each company will provide hard hats of a uniform color, for security reasons, to each worker.
- 5. Safety gloves will be on site, in sufficient numbers, and worn by workers when needed. (OSHA 1926.28)
- 6. Disposable respirators will be available to and worn by workers whenever conditions (dust storms, pungent odors) exist that warrant their use. (OSHA 1926.103)
- 7. While working over water, each worker must be provided with and must wear an approved life jacket. (OSHA 1926.106)
- 8. Workers will be provided with and wear hearing protection where the average noise level exceeds 90 decibels (dB) for an 8 hour period. Persons working air tools, compressors, or the like enter this category. (OSHA 1926.101)
- 9. Drinking water and cups will be provided for all workers. (OSHA 1926.141)

FIRE PROTECTION (OSHA 1926.24)

- 1. Each Contractor is required to have, on site, a sufficient number of fire extinguishers. Each worker is to be trained by the employer in their use.
- 2. All vehicles and motorized equipment are to be equipped with a fire extinguisher.

3. Flammable liquids are to be stored in approved containers and away from work operations.
4. A list of local fire department phone numbers is to be kept on site and readily available in the event a fire cannot be handled by the employees.
5. A written report of all fire incidents will be completed and forwarded to Sprint, Materials and Services Management, 903 E. 104th Street, P. O. Box 8490, Kansas City, Missouri 64114-0490.

ON OR ABOUT TRACKS

1. The foreman in charge of gangs is responsible for the safety of the workers.
2. Workers must be warned of approaching trains. Extra protection must be taken while working in multiple track territory, when view or vision is limited, or when motorized equipment is in use.
3. An air horn must be used to warn workers of approaching trains.
4. Whenever it is necessary to create a hazardous condition in performing work on, or in the vicinity of the tracks, proper protection of railroad property, personnel, and construction personnel must be afforded.
5. Workers must avoid contact between hands and face, arms, or other parts of the body when handling creosoted materials.
6. Tools or work materials must not be left in close proximity to tracks.
7. Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
8. Construction vehicles will not be left unattended in close proximity to the tracks or in such a manner as to impair the vision of workers working near the tracks.
9. Walking on, or even being on the tracks except in the direct line of duty, is prohibited. If it is necessary to cross railroad tracks, look both ways, and remain at least 25' from stationary rail cars.
10. Sitting, walking, stepping, or resting feet on rails, frogs, or switches is prohibited.
11. Workers working in tunnels will leave the tunnel when trains approach.
12. Construction workers are prohibited from tampering with switches, electrical boxes, frogs, or grease boxes unless it is necessary for work operation and only in the presence of an authorized railroad worker.

COMPRESSED GAS AND COMPRESSED AIR EQUIPMENT (OSHA 1910.SUBPART M)

1. Each employer shall determine that compressed gas cylinders are in safe operating order.
2. Storage of flammable gas and oxygen cylinders together when not in use is prohibited.

3. Gas cylinders shall be secured in an upright position at all times.
4. All cylinders shall be checked for rust, corrosion and cracks that affect the operating integrity of the cylinders on a daily basis.
5. Any cylinder will be rejected and taken out of use when dented.
6. Valve leaks will be cause for immediate rejection of cylinders.
7. All compressed air/gas equipment shall be equipped with a working pressure indicator gauge. No valve of any type shall be placed between the air/gas receiver and its gauges.
8. Gauges and valves will be mounted in such a manner so that they cannot readily be rendered inoperable.

MANHOLES, SEWERS, EXCAVATION AND TRENCHING (OSHA 1926.650-653)

1. The soil at the excavation site must be classified by a "competent person" in accordance with provisions of the OSHA Standard.
2. To be a "competent person" under the OSHA standard, a person must have had training in, and be knowledgeable about soil analysis, the use of protective systems, and the requirements of the OSHA standard. The "competent person" must be at the site of the excavation work. A competent person, as described by OSHA, shall inspect each excavation daily. If evidence of cave-in or other hazards are apparent, all work in the excavation must stop until necessary precautions have been taken.
3. A pre-construction (Box) shoring system must be used when trenches or excavations are 5' or more in depth.
4. Trenches or excavations less than 5' in depth shall be equipped with a pre-constructed (Box) shoring system when inspection of the ground indicates unstable soil such as sand or silt, regardless of depth.
5. The following items apply to any construction on Burlington Northern Railroad Right-of Way:
 - A. Any reference in the Sprint Safety Rules to trenches and excavations which require a trench box at five (5) feet shall be changed to four (4) feet or more. This provision is more stringent than the Sprint and Federal OSHA standard (1926.650-1926.653) on excavations, trenching and shoring.
 - B. Material or Obstructions Distance. At the end of each work day all machines, obstructions, supplies, tools, etc., must be removed at least fifteen (15) feet from the end of the tie of any railroad track.
 - C. The signal rules and hand signals contained in this Exhibit do not apply to Burlington Northern Right-of-Way and are not to be used.
6. The 5' trench or excavation depth shoring requirement shall be changed to 4' or more for all trenches and excavations in state OSHA plans or Right-of-Way owners stipulating the 4' shoring requirement.

7. The Contractor is required to present to Sprint, prior to the start of construction, a detailed drawing of the shoring system or manufacturer's cutsheet. Said drawing or cut sheet shall contain certification from a registered professional engineer licensed for the state in which the shoring box will be used. The certification will verify that the shoring box meets or exceeds the requirements of the Occupational Safety & Health Act (OSHA) and/or any approved state plan, whichever is applicable.
8. The Contractor shall not "slope," "step," "bench" or otherwise "layback" the earth of any trench or excavation in lieu of the requirement for a pre-constructed shoring system except when approved by Sprint's project manager for emergency restoration.
9. The Contractor may slope when digging out the plow chute if there is sufficient area to do so. If the area precludes sloping and sloping/shoring is required by OSHA, a modified pre-constructed shoring (Box) system shall be used.
10. The Contractor's pre-constructed shoring system shall be at least equal to the depth of the trench or excavation it is placed in.
11. A pre-constructed shoring system shall be available at each work site where sloping/shoring could be expected.
12. Ladders for ingress and egress will be placed within 25' of lateral travel when depth of a trench exceeds 4'.
13. Excess soil and any other material will be placed a minimum of 2' from the trench.
14. All excavations, no matter the depth, will require a pre-constructed shoring system where there is any danger to the track structure.
15. No excavation will be left uncovered or unprotected overnight.
16. Holes or trenches about the railroad track must be guarded and protected when not being worked on.
17. Excavations, trenches, or pits adjacent to public roads will be physically protected and denoted by flashing highway barriers when not in use.
18. All excavations will be backfilled as soon as possible.
19. Before excavating, it must be ascertained by the Contractor if there are underground electric wires, cables, pipe lines, etc., in the vicinity.
20. If obstructions are encountered that do not appear on drawings, the Sprint inspector must be notified before continuing excavation operations.
21. Jumping over pits is prohibited.
22. Excavations will be inspected after each rainstorm for protection against slides or collapse.

23. Diversion ditches, dikes, or pumps shall be used to prevent surface water from entering an excavation. Water will not be permitted to accumulate in an excavation.
24. Confined space entries will be performed in accordance with the OSHA standards within 29CFR 1910.268 dealing with telecommunications work.
25. Smoking or flames in manhole or sewer line are prohibited.
26. Operations of any internal combustion engine in a manhole are prohibited.

CUTTING OR TRIMMING TREES

1. When trimming trees, ladders will be used when practicable.
2. If climbers are necessary, extreme care and necessary safety precautions must be exercised.
3. When cutting down trees, sufficient rope must be used to fell the tree in the desired direction.
4. Care must be exercised to prevent coming in contact with wires running through trees.
5. Precautions must be taken when trimming a tree, either from a ladder or when using climbers, to see that a cut off limb does not kick back or drop so as to do injury to the operator or helpers. It is best to "safety off" as high as practical above the work. Never "safety off" below a heavy limb that is being cut.
6. Do not throw any object to or from workers in trees. Hand lines will be used to transport all tools.
7. All felled trees or limbs will be clearly and properly disposed of immediately.

TRAFFIC CONTROL (DOT - Work Zone Traffic Control, Standards and Guidelines)

1. Fall Protection. All personnel on railroad rights-of-way must receive training on fall protection before working in conditions that could lead to a "fall" accident. Specific fall hazards would include working from railroad bridges or similar structures.
2. All applicable local, county, state and federal regulations applicable to traffic control shall be followed.
3. All signs shall be orange and alert the flow of traffic well in advance.
4. The size and spacing of signs shall be based on the speed and volume of traffic.
5. Minimum cone size shall be 18" in height.
6. Flag persons shall be used where work operations encroach on the roadway or where required by permit regulations.

7. Orange vests shall be worn by employees working on or near the roadway, or where required by local, county, or state regulations.
8. Traffic controls must remain relevant to moving construction operations.

VEHICLES

1. All vehicles will be clearly identified with Contractor's company name when on the railroad right-of-way.
2. Unless loading or unloading, trucks will be as far from the track right-of-way as possible.
3. Trucks and equipment will be parked in such a manner so as not to impair vision from public roads or track right-of-way.
4. The speed limit on the right-of-way will not exceed five miles per hour.
5. Only licensed drivers will operate trucks or equipment along the right-of-way.
6. All vehicle accidents resulting in damage to railroad property will be reported immediately to the railroad chief.

TUNNEL CONSTRUCTION PROCEDURES

The following procedures cover pipe strapping, pipe and cable placement in railroad tunnels on Sprint construction projects. The procedures will be strictly adhered to on all Sprint projects involving tunnel work.

1. The Contractor shall ensure that all equipment is approved for underground work and environmental tests are conducted by competent personnel who are familiar with the testing equipment and are able to evaluate and interpret the test results.
2. The Contractor shall conduct a pre-job safety meeting with the Sprint Project Manager and railroad representative and any regulatory agencies to outline safety precautions which will be taken in tunnel operations. The Contractor shall notify Sprint 30 days prior to scheduled work in any tunnel and arrange a mutually-agreeable meeting time to review these precautions and minimum safety procedures. In this meeting the Contractor will outline their plan for compliance with written procedures of tests, equipment, and qualifications of the person making the environmental tests. Sprint will approve the procedures for compliance with the items listed below.
3. The Contractor will conduct a tailgate meeting with employees to inform them of safety and work procedures required in the tunnel prior to commencing work.
4. At least one work person shall be stationed outside each end of the tunnel to watch for oncoming trains. The worker's duties shall not be such that they would be unable to secure aid for those in the tunnel in the event of an emergency by prearranged communications methods.
5. The work operation shall have lighting of a sufficient level to illuminate the work area in the tunnel.

6. All internal combustion engines used inside shall be diesel. Each engine shall have a scrubber on the exhaust system.
7. Prior to the daily work and at regular intervals throughout the work shift, the Contractor will ensure that each environmental test is taken at a location not less than 12" from the roof and one not less than 12" from the digging operation.

The following tests shall be required:

- A. Tests for flammable and combustible gases shall be taken four (4) times during the shift while working in the tunnel. (Example: in an 8 hour day, every 2 hours.) Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- B. Oxygen level tests shall be taken four (4) times during the shift while working in the tunnel. The oxygen level shall not be less than 20% by volume. Results of the tests shall be recorded and available for inspection on the tunnel site each day.
- C. Tests for concentrations of carbon monoxide and nitrogen dioxide shall be measured four (4) times each shift while in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day. The acceptable levels are 5 PPM for nitrogen dioxides and 50 PPM for carbon monoxide levels.

Personal monitor badges for each gas are also acceptable for each employee in lieu of grab samples of carbon monoxide and nitrogen dioxide. These badges must be changed each day.

- D. Tests for ventilation shall be taken with a velometer to ensure a lineal flow rate through the tunnel of not less than 60 feet per minute. These tests shall be conducted four (4) times each shift in the tunnel. Results of the test shall be recorded and available for inspection on the tunnel site each day.

If minimum flow rates cannot be achieved at any time during the work shift, administrative controls (leaving the tunnel) or engineering controls (mechanical ventilation) must be implemented.

NOTE: Often there are changes in the direction of air in tunnels due to temperature inversions at a given point during the day. The Contractor should be aware of these changes in direction and prepare to implement controls until airflow rates return to minimum levels.

8. Adequate water supply and toilet facilities shall be available on site.
9. Emergency communications for remote tunnel work shall be in effect. It shall include a minimum of two employees trained in first aid, a 36 unit first aid kit, back board or stretcher, and a plan to remove injured employees from the jobsite and contact emergency personnel. The communications with the railroad dispatcher shall be clear so emergency conditions may be reported.
10. No smoking or open flames are allowed in tunnels.
11. The use of volatile solvents (flash point below 100 degree F) or gasoline underground is prohibited.

The above requirements are considered minimum and shall be superseded by any state OSIIA plan which is more stringent or has additional requirements.

SIGNAL RULES

1. Timetables

- A. It is the responsibility of each foreperson to obtain from a railroad personnel, a train schedule for the day.
- B. Not more than two (2) times are given for a train at any station; where one is given, it is the leaving time; where two are given, they are the arriving and leaving times.
- C. The following letters in the timetables indicate:

L	- Leave
A	- Arrive
S	- Regular Stop
F	- Flag Stop
T	- Train Order Officer
P	- Siding
PN	- Northward Siding
PS	- Southward Siding
PE	- Eastward Siding
PW	- Westward Siding
CP	- Center Siding
Sig. S	- Signaled Sidings of a Capacity in Excess of 250 Cars
X	- Railroad Crossing
Y	- Wye Track
O	- Track Scales
N	- North
S	- South
E	- East
W	- West

HAND SIGNALS

Fuses must not be placed where fire may be communicated to platforms, bridges, or buildings. Special attention must be given in areas where there are trees, brush, or grass along the right-of-way.

HAND SIGNALS FOR TRAIN AND ENGINE MOVEMENTS (With Hand, Flag, or Light)

Manner of Using	Indication
(a) Swung across the track	Stop
(b) Hung horizontally at arm's length when train is moving	Reduce speed
(c) Raised and lowered vertically	Proceed
(d) Swung vertically in a circle at right angle to the track	Back
(e) Swung horizontally above the head when train is standing	Apply air brakes
(f) Held at arm's length above the head when the train is standing	Release air brakes
(g) Any object waved violently by anyone on or near the track	Stop

Signals must be given from a point where they may be plainly seen and in such a way that they cannot be misunderstood. If there is doubt as to the meaning of a signal, or for whom it is intended, it must be regarded as a stop signal and not further acted upon until fully understood. Except as provided by radio rules, when backing or shoving a train, engine, or cars, the disappearance from view of employee giving signals, or light by which signals are given, must be construed as a stop signal. When practicable, hand signals will be used in lieu of radio.

OPERATIONS AND MAINTENANCE SAFETY PROCEDURES REQUIRED ON THE RIGHT-OF-WAY

The following procedures shall be required when routing or repairing fiber optic facilities or cable on the right-of-way of a railroad, unless superseded by the railroad in writing.

- 1) A supervisor, dispatcher or employee must notify the railroad at least one day prior to work on the right-of-way.
- 2) A geographic (mile post) starting point and stopping point must be given.
- 3) The railroad will inform Sprint if a flagperson is required after a description of the work operation is given.
- 4) All employees or contractors must have a copy of the Railroad Safety Card on their person while on the right-of-way.
- 5) All railroad/Sprint safety rules must be followed.

Any deviations from the above procedures may result in removal from the right-of-way.

Emergency Conditions - In the event emergency restoration of service is required, prior coordination and procedures established with each railroad should be followed