

ADDITIONAL ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS FOR CONSTRUCTION SERVICES

1.0 HEALTH AND SAFETY

1.1 SAFETY AND HEALTH NOTICES

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

1.2 SUPPLIER'S SAFETY PROGRAM

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

1.3 ACCIDENTS; CORRECTION OF UNSAFE CONDITIONS

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

1.4 FACILITIES DAMAGE

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

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

2.0 ENVIRONMENT

2.1 EQUIPMENT SALES, REUSE AND DISPOSAL; ENVIRONMENTAL CONDITIONS AND ASBESTOS NOTIFICATION

(a) Equipment Sales:

(1) As applicable under the scope of Services under this Agreement, Supplier will, at its sole cost during the term of this Agreement, perform a continuous review and assessment, and provide recommendations to Lumen, regarding Lumen's and its Affiliates' Equipment subject to this Agreement to: (1) identify items that have no market and are recommended to be segregated for reclamation; and (2) identify marketable items which are recommended to be retained by Lumen or its Affiliate and made available for sale. With respect to Equipment that are to be sold, Supplier shall provide the anticipated market price of each item based upon its experience and market information. Supplier will use past sales and marketing history and current market demand for each item to establish the anticipated price. Although Supplier will provide recommended stock levels, Lumen reserves the right to assess and adjust inventory based on the aging of said inventory at its sole discretion.

(2) As applicable under the scope of Services under this Agreement, Lumen, on behalf of itself and as agent for its Affiliates, authorizes Supplier, and Supplier hereby accepts and agrees to undertake efforts to market the applicable Equipment to Supplier's customers and prospective customers solely in accordance with the provisions of this Agreement. Where Supplier desires to purchase an item or items of Equipment for resale, Supplier shall submit a purchase order to Lumen for such item(s). Items prohibited to be sold to Supplier include any hard drives or PC cards containing hard drives to reduce the risk of passing any Confidential Information to Supplier and its customers. Upon receipt of the Equipment, title and risk of loss or damages to such Equipment will pass to Supplier.

(3) ALL SALES OF EQUIPMENT SOLD TO SUPPLIER UNDER THIS AGREEMENT ARE TRANSFERRED ON AN "AS IS" BASIS AND LUMEN MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE QUALITY, CHARACTER OR CONDITIONS OF ANY OF THE EQUIPMENT, OR ITS MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE. Supplier assumes all risk and liability resulting from its use or its customers' use, or subsequent sale of the Equipment sold and conveyed under this Agreement.

(4) Supplier represents and warrants that its performance under this Agreement and that any transportation, handling, use, reuse, or re-sale of any and all Equipment shall be compliant and in accordance with all federal, state and local laws and regulations, including but not limited to all applicable environmental and export of technology laws and regulations.

(b) Equipment Recycling and Reclamation:

(1) As applicable under the scope of Services under this Agreement, Supplier will, at its sole cost during the term of this Agreement, perform a continuous review and assessment, and provide recommendations to Lumen, regarding Lumen's and its Affiliates' Equipment subject to this Agreement to identify all state and federal requirements pertaining to the recycling and reclamation of the Equipment, including, but not limited to, the federal Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and its implementing regulations (40 C.F.R. §§ 260, et seq.).

(2) At the time of the transfer of the Equipment from Lumen to Supplier, Supplier will take record title to the Equipment and any solid or hazardous wastes

generated during the recycling of such Equipment. Supplier will use a Lumen approved recycler to recycle any Equipment or any portion of the Equipment and properly transport and manifest, as necessary, all Equipment and any solid or hazardous wastes and any Equipment containing solid or hazardous wastes.

(3) Supplier, its successors, heirs or assigns hereby release Lumen, the officers, employees, agents and representatives from all liability, cost, damage or expense associated with or resulting from any delivery, transportation, use or future recycling or reclamation of the Equipment. SUPPLIER IS SOLELY RESPONSIBLE FOR ASCERTAINING THE APPLICABILITY OF ANY AND ALL LAWS AS TO THE DELIVERY, TRANSPORTATION, USE OR FUTURE RECYCLING OR RECLAMATION OF THE EQUIPMENT.

(4) Supplier, successors, heirs or assigns further agree to indemnify, defend, and save harmless Lumen from any and all liability, damage, loss actions, expenses, and claims of third persons, including legal expenses and attorneys' fees, where caused by, resulting from, arising out of or occurring due to Supplier's delivery, transportation, use or future recycling or reclamation of the Equipment, whether caused in whole or in part by the actions or failures to act of Lumen, its officers, employees, agents or representatives. ALL EQUIPMENT TRANSFERRED TO SUPPLIER FOR RECYCLING OR RECLAMATION IS TRANSFERRED ON AN "AS IS" BASIS AND LUMEN MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE QUALITY, CHARACTER OR CONDITIONS OF ANY OF THE EQUIPMENT, OR ITS MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE.

(5) Provisions Specific to Electronic Equipment. The handling of Electronic Equipment for recycling and/or reclamation must be managed in accordance with applicable state law provisions. Supplier assumes the responsibility of ensuring compliance with these provisions.

(6) Provisions Specific to Batteries:

(i) Transfer of ownership of batteries to Supplier may take place as part of a Statement of Work (SOW). However, at all times the handling of batteries for recycling and/or reclamation must be managed in accordance with the federal provisions for the management of universal waste, 40 C.F.R. Part 273, as well as all applicable local and state laws and regulations. Supplier assumes the responsibility of ensuring compliance with these provisions.

(ii) Spent lead-acid batteries may be managed as exempt from regulation as either hazardous waste or universal waste under 40 C.F.R. Part 266, Subpart G, or 40 C.F.R. § 266.80 (the "266 Exemption") provided: (a) the Supplier has confirmed that the 266 Exemption, or similar state exemption, applies in the state in which the Equipment is stored; and (b) the Supplier demonstrates satisfaction of all requirements necessary to assert the 266 Exemption. All other spent lead-acid batteries must be managed as provided in Section 2.1(b)(6)(i) above.

(c) Equipment Disposal:

(1) For work assignments where Supplier is removing or replacing utility poles or

other disposable materials ("Disposable Materials"), Lumen transfers all of its right, title, and interest in such used Disposable Materials. Supplier understands that the Disposable Materials are used and have been removed from service because of age and/or condition. Supplier assumes ownership of, all responsibility for, and all liability associated with the Disposable Materials, and immediately after taking possession will remove the name, initials and/or marks, if any, of Lumen therefrom. Supplier represents and warrants to Lumen that Supplier is acquiring the Disposable Materials for its own use and that Supplier will not sell, assign, give or otherwise transfer the Disposable Materials to any other person or entity. Lumen will not remove the Disposable Materials from their current location, transport, nor obtain any rights of way, or any franchise or permission from governmental authorities to maintain or use the Disposable Materials.

(2) In no event shall Electronic Equipment or Batteries be considered Disposable Materials. Supplier agrees that all Batteries and Electronic Equipment will not be disposed of and instead will be recycled, sold, or otherwise managed in accordance with all local, state, and federal laws and regulations.

(3) Supplier, its successors, heirs or assigns hereby release Lumen, the officers, employees, agents and representatives from all liability, cost, damage or expense associated with or resulting from any delivery, transportation, use or future disposal of the Disposable Materials. Supplier understands and acknowledges that the utility poles could be treated with chromated copper arsenate (CCA), pentachlorophenol, creosote, copper naphthanate or another type of preservative. Supplier further understands that exposure to these preservatives may be hazardous to health and/or the environment. UTILITY POLES SHOULD NOT BE BURNED, UNLESS THEY ARE BURNED IN COMMERCIAL OR INDUSTRIAL INCINERATORS OR BOILERS, IN ACCORDANCE WITH APPLICABLE LAWS. SUPPLIER IS SOLELY RESPONSIBLE FOR ASCERTAINING THE APPLICABILITY OF ANY AND ALL LAWS AS TO THE DELIVERY, TRANSPORTATION, USE OR FUTURE DISPOSAL OF POLES.

(4) Supplier, successors, heirs or assigns further agree to indemnify, defend, and save harmless Lumen from any and all liability, damage, loss actions, expenses, and claims of third persons, including legal expenses and attorneys' fees, where caused by, resulting from, arising out of or occurring due to Supplier's delivery, transportation, use or future disposal of the Disposable Materials, whether caused in whole or in part by the actions or failures to act of Lumen, its officers, employees, agents or representatives. ALL DISPOSABLE MATERIALS TRANSFERRED TO SUPPLIER ARE TRANSFERRED ON AN "AS IS" BASIS AND LUMEN MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE QUALITY, CHARACTER OR CONDITIONS OF ANY OF THE DISPOSABLE MATERIALS, OR ITS MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE.

(d) Asbestos-Containing Material: If applicable, Supplier will evaluate each site upon which Services are to be performed for potential asbestos-containing materials (ACM) to assure compliance with all applicable OSHA, Environmental Protection Agency regulations and other applicable laws and regulations, including any applicable local or state requirements. The SPOC is responsible for determining if ACM is present in the work area. If any work area is found to potentially involve ACM, the SPOC will ensure that every reasonable effort will be made 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 ACM exposure, or if any unknown environmental substance or material is

encountered by Supplier, Supplier will consult with Lumen prior to proceeding with performance of the Services.