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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

A. Description

A Land Development Agreement (LDA) is a written agreement entered into between the Company and the Developer/Builder for the provision of distribution facilities, within new areas of land development, for permanent single family dwellings. The Company offers two Agreement options. Option 1, Company Engineered/Designed; Option 2, Developer Engineered/Designed.

B. Terms and Conditions

- An-A separate LDA is required for every subdivision where Developers/Builders
 plan to develop four or more lots. The Company shall provide an LDA to the
 Developer/Builder within ten (10) days of the later of being provided an
 unrecorded or recorded plat and being notified of the Developer/Builder's
 option choice. Less than four lots will be treated according to the terms set forth
 under Construction Charges.
- 2. Regardless of the option selected, the Developer/Builder will provide trench and backfill for the facilities. In addition, the Developer Builder must enter into an LDA with the Company. The LDA will include:
 - a. Description of the subdivision or development;
 - b. Trench and backfill plans and specifications;
 - c. Trench excavation and backfill schedules;
 - d. Rights, responsibilities and liabilities associated with trench and backfill work;
 - e. Provision for notification between the Company and Developer/Builder; such as, 90 days prior to the backbone trench date, and 21 days notice of the completion date of the living unit;
 - f. Coordination of inspection schedules;
- 3. The Developer/Builder must provide to the Company an addressed, recorded plat in electronic, digitized or written format.
- 4. All costs associated with trench and backfill will be borne by the Developer/Builder. The surface of the easement area must be brought to within six inches of final grade prior to the installation of communication facilities.



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B. (Cont'd)

5. If the Developer is not the Builder, the Builder or premises owner will be responsible for the provision of the trench for the service drop to the living unit. trenching, placing of a conduit and/or drop wire, and backfill/restoration for the service drop to the living unit. Service lateral material will be provided at no charge to the Developer, Builder or Premise Owner and will be made available at locations throughout the state.

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6. All charges to be borne by the Company will be an amount that does not exceed, or is lesser than, the distribution portion of the average exchange loop investment, times 125%, times the number of lots in the development determined by applying a development effort value to each individual lot in the development, compiling those figures (for all lots in the development that does not have an existing service pedestal within its own lot boundaries or immediately adjacent to those boundaries), and adding in any necessary betterment value. If a service pedestal exists, but the Company desires to construct a new service feed for that lot, that lots development effort value will be added into the compilation.

| |-|-|-|-|-

The development effort value will be determined by applying the correct value listed in the Development Effort Value Chart below, based upon the square footage size of the lot.

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DEVELOPMENT EFFORT VALUE CHART

Lot Sizes (Square Feet)	Construction Effort Value
Up to 7000	\$353.00
7001-10,000	\$394.50
10,001-21,780 (1/2 Acre)	\$436.00
21,781-87,120 (2 Acres)	\$477.50
87121 and Larger	\$519.00

Calculation of the betterment value is determined by applying a per foot rate, from the Betterment Value Chart, to the cable length of the desired betterment cable run (from feed point to drop-off location). The correct betterment value rate is assessed based upon the number of cable pairs required at the drop-off location and the number of road crossings to be encountered in placing that cable run.

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B.6. (Cont'd)

For example, if 75 pairs are needed to be dropped off at a location that requires 800 feet of cable to be placed through 2 crossings the total betterment value would be \$1200.00. This figure is derived by multiplying 800 feet by \$1.50 (the figure for a 100 pair cable placed through 2 crossings in the Betterment Value Chart—Cable sizes will automatically be calculated based upon using a single, standard sized cable, as reflected in the chart). The cable length will be calculated using the most direct joint trench route from the feed point to the drop-off location.

Betterment Value Chart (per foot)						
Number of Crossings for a Cable Pull	0	1	2	3	4	
Betterments Multiplier (Based Crossings)	1.00	1.05	1.10	1.15	1.20	
25 pair cable	\$0.48	\$0.50	\$0.53	\$0.55	\$0.58	
50 pair cable	\$0.87	\$0.91	\$0.96	\$1.00	\$1.04	
100 pair cable	\$1.36	\$1.43	\$1.50	\$1.56	\$1.63	
200 pair cable	\$2.31	\$2.43	\$2.54	\$2.66	\$2.77	
300 pair cable	\$3.29	\$3.45	\$3.62	\$3.78	\$3.95	
400 pair cable	\$4.27	\$4.48	\$4.70	\$4.91	\$5.12	
600 pair cable	\$6.24	\$6.55	\$6.86	\$7.18	\$7.49	
900 pair cable	\$9.21	\$9.67	\$10.13	\$10.59	\$11.05	
1200 pair cable	\$12.18	\$12.79	\$13.40	\$14.01	\$14.62	
1500 pair cable	\$15.15	\$15.91	\$16.67	\$17.42	\$18.18	
1800 pair cable	\$18.12	\$19.03	\$19.93	\$20.84	\$21.74	
2100 pair cable	\$21.09	\$22.14	\$23.20	\$24.25	\$25.31	
2400 pair cable	\$24.06	\$25.26	\$26.47	\$27.67	\$28.87	
2700 pair cable	\$27.03	\$28.38	\$29.73	\$31.08	\$32.44	
3000 pair cable	\$30.00	\$31.50	\$33.00	\$34.50	\$36.00	
4 Inch Conduit	\$1.35					
3 Inch Conduit	\$1.15					
2 Inch Conduit	\$0.55					
4 Inch Conduit (Placed Only)	\$0.20					

(N)

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4. Construction Charges and Other Special Charges

4.4 LAND DEVELOPMENT AGREEMENTS

B. (Cont'd)

7. The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements (form to be provided by the Company). The easements will provide for the Company to construct, reconstruct, operate, maintain and remove such telecommunications facilities, electrical facilities, gas facilities and appurtenances, from time to time, as the Company may require upon, over, under and across the property.

The width and length of the easement will be determined at the time of the request. In general, all easements will be a standard width of eight feet along the front and rear lot lines and five feet wide along all side lot lines unless otherwise agreed upon. Additional cost associated with the cost of acquiring easements will be paid by the Property Owner/Developer/Builder.

- 8. In all cases, the Company retains ownership of the installed plant.
- 9. In areas where the Company has existing trench and backfill agreements with local power utilities, the Developer/Builder shall be responsible for the Company's portion of the trench and backfill costs. The Company or the Developer will make a reasonable effort to share trenches with other utilities and to locate distribution pedestals in close proximity to other utility structures.

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- 10. Distribution facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA.
- 11. The LDA may include other terms and conditions as appropriate to the scope of work to be covered by the agreement or as agreeable to both parties to the agreement.

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- C. Options
 - 1. Option 1 Facilities Engineered, Designed, Placed and Spliced by the Company.
 - a. Using standard Company the specifications and materials list presented in paragraph E, the Company will engineer, design, secure all materials and provide the labor to place and test the facilities within the development. There is no charge to the Developer/Builder as long as the cost does not exceed the distribution portion of the average exchange loop investmentformula specified in paragraph B.6. See B.6.

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4.4 LAND DEVELOPMENT AGREEMENTS

C. (Cont'd)

- 2. Option 2 Facilities Engineered, Designed, Placed and Spliced by the Developer/Builder.
 - a. Using standard Companythe specifications and materials list presented in paragraph E, the Developer/Builder will engineer, design, secure all material and provide the labor to place the facilities within the development. No demand will be made for the facilities development that is not specifically supported within this specification.
- (C) | |-|-|-
- b. The Developer's/Builder's job prints and material list must be submitted to the Company for approval, prior to the construction of the facilities.
- c. The Developer/Builder must give the Company the opportunity to inspect the placement of the facilities and perform conformance testing.
- d. Once work is complete and the Company has inspected the facilities, the Developer/Builder will transfer ownership of all facilities place to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the facilities.
- e. Once the Company has accepted the facilities, the Company will reimburse pay the Developer/Builder their costs, as identified in the LDA, not to exceed the distribution portion of the average exchange loop investmentformula specified in paragraph B.6. See B.6.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

D. Definitions

The following definitions are applicable to Land Development Agreements only.

Land Development Agreement (LDA)

A written agreement entered into between the Company and a land Developer for the provision of distribution facilities within new areas of land development, for permanent single family dwellings.

Permanent Single Family Dwellings

Any facility built by home builders that is intended to be the residence of a single family and who's ownership is conveyed with the land upon which the residence is constructed.

Developer

The person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized by law that is subdividing a parcel of land into four or more permanent single family dwellings.

Builder

The person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized by law that constructs permanent single family dwellings.

Development

Parcel of land divided into four or more lots for permanent single family dwellings.

Development Effort Value

A per lot value placed upon the effort to engineer, design, procure, place, splice, and test Company facilities for use within a land development.

Betterment Value

A value placed upon the effort to engineer, design, procure, and place Company facilities within a land development that are for use in properties outside of that development.

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4.4 LAND DEVELOPMENT AGREEMENTS

D. (Cont'd)

(N)

Feeder Facilities

Company facilities between the central office and the distribution facilities.

Distribution Facilities

All Company facilities between the feeder facilities and the service pedestal. This does not include the drop wire.

Feed Point

The physical location within a development where the Company will bring feeder facilities to connect to the development's distribution facilities.

Drop-off Location

The physical location within a development where the Company requires betterments to be placed in order to facilitate getting cable pairs through the development to another property.

Crossings

A crossing is a physical requirement of a distribution facility to be placed (generally by pulling the cable through a conduit) across a roadway (private drives or driveways are not considered crossings—even if conduits are involved).

Service Pedestal

Any Company pedestal closure that contains a terminal.

Drop Wire

The facilities between the pedestal, terminal or like device and the demarcation point located on or near the customer's premises.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

E. Development Specifications

(N)

1. Process Flow.

a. Developer chooses Option 1.

Within 10 days of being provided a project Plat record, the Company will provide the Developer an LDA. The Developer will provide the Company engineer a copy of the power drawing so design of the telecommunications facilities can begin. The Company will make a reasonable effort to conform its design to the power design, in order to support the use of a joint trench and co-locate the above ground structures.

The Company will complete the work prints in a reasonable time frame. Notification and work schedules will conform to those agreed to within the LDA.

b. Developer chooses Option 2

If the Developer uses an agent to complete the work, the Company must be provided with an appropriate notice designating and authorizing such agent to act in the Developer's behalf.

Within 10 days of being provided a project Plat record, the Company will provide the Developer an LDA. Within 5 days, the Company will provide the Developer with feed point and drop-off location information. The Developer will obtain a copy of the power drawing and begin the design of the telecommunications facilities. The Developer will make a reasonable effort to conform its design to the power design, in order to support the use of a joint trench and co-locate the above ground structures. Cable sizes will be designed to minimize multiple sheathes in one trench—exceptions may be made to eliminate cable loops (into service pedestals) of large cables.

The Developer's job prints and material lists must be submitted to the Company engineer for approval. Along with the job prints, the Developer will submit a copy of the power design and, if not previously provided, an addressed recorded Plat record for the Company's use in reviewing the job prints. The Company will notify the Developer within three (3) working days if problems exist with the Developer's design—if no notice is provided the Developers job prints are approved "as is". The Company will be ready to begin providing field inspections and testing within ten (10) working days of job print approval.

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4.4 LAND DEVELOPMENT AGREEMENTS

E.1.b. (Cont'd)

(N)

The Developer will request an open trench inspection from the Company after the placement of cable into the open trenches. The Developer will not back-fill the trenches for two business days after the request is made, to accommodate the open trench inspection—unless the Company has provided an acceptable trench inspection report prior to the conclusion of this timeframe. If the trenches are backfilled without accommodating the inspection period, the Company may require the Developer to "pot hole" various locations of the trench to support the Company's inspection.

Upon completing the construction of the network, the Developer will notify the Company and request conformance testing. The Company will perform the conformance testing and report any defects within five (5) working days of notification.

Once the network has passed the conformance test, the Company will forward a Bill of Sale to the Developer. Upon receipt of the signed Bill of Sale, the Company will pay the Developer the amount agreed upon within the LDA (as defined within paragraph B.6).

2. Engineering Requirements.

- a. All jobs must be either mechanically, electronically, or hand drawn clearly and legibly to allow for conversion into the Company's OSP/FM database.
- b. All job prints must include a front sheet. This sheet needs to include the following: subdivision name; number of lots; vicinity map and proximity address; city, county, and state of subdivision; and name, phone number, and company of engineer.
- c. The cable sizing guideline is based upon two (2) pairs per lot, plus 10% of the cable pairs unassigned. To meet these criteria, a maximum of 11 lots may be served by each 25 cable pairs (each binder group). The design will include one (1) pedestal and terminal for every 2 lots, with 2 pairs assigned to each lot. All unassigned pairs within a cable should be expressed to the end of the cable. Cable sizing requirements will be adjusted, as necessary to support future requirements (betterments). The Company may require increased cable sizes to support an area of increased service demands, however if option 2 has been chosen the Company will negotiate compensation for the difference.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS E.2. (Cont'd)

- d. The engineering prints will include: lot numbers, lot addresses, lot footages, street names and coordinates (N, S, E, & W), public utility easements and their widths, and cable footages—suggested cable footage formula is (trench feet +2%+6' for each end looped into a pedestal)—shown with splicing waste as an addition, i.e. (114'F+3'). See Example Engineering Print.
- e. The design should, were possible, have the pedestals co-located with the power pedestals—at the same property corners, but on the opposite lot. The design must show the pedestal address. Pedestal size specifications must be reflected on the print and determined based upon the number of cable pairs to be placed into the pedestal. Correct pedestal sizing will be determined by the following: a USW-6 pedestal will contain a maximum of 425 pairs terminated within, a USW-12 pedestal will contain a maximum of 1825 pairs terminated within.
- f. Bonding, at each power transformer must be shown on the prints. These bonding locations must not be more than 1000' apart.
- g. A sealed terminal block is required in each terminal pedestal. Each terminal count must be reflected on the engineering print and associated with each respective terminal location. Each lot will be assigned two (2) cable pairs associated with the terminal to provide service to that lot. The print will also reflect the designated cable pairs for each lot.
- h. All cables required for future developments (betterments) should be run to the end of the development and indicated on the print as to be "cleared and capped within a pedestal".
- i. All field changes to the approved design must be pre-approved (oral confirmation) and submitted as an "as-built" to the Company, for inclusion into the OSP/FM database.

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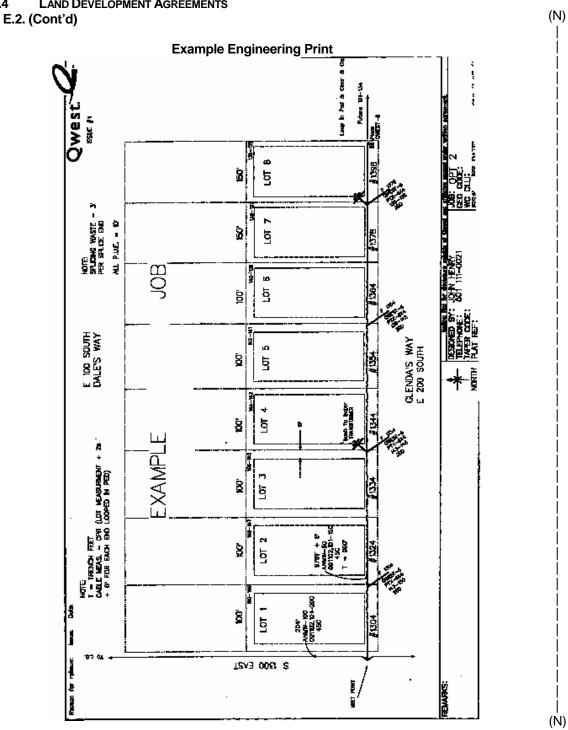
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4.4 LAND DEVELOPMENT AGREEMENTS

E. (Cont'd)

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3. Construction Requirements.

- a. All trenching must accommodate at least 24" of cover over the telecommunications cable. Cables must be placed in the trench in as straight a line as possible. In joint trenches, the telephone cable should be separated from power facilities by 12" of horizontal or vertical distance.
- b. Pedestals should be placed so that the depth mark on the exterior of the pedestal is at grade level (typically 2" above the top of the back of curb). Pedestal stake should be secured to the pedestal with the bolts properly spaced and tightened. Terminal pedestal should be placed as defined in paragraph E.2.e. Pedestal placement should be as near as convenient to a location of 1' by 1' from the property corner. The pedestals should be facing the street with address stencils placed on the door of terminal pedestals, easily read from the street. Pedestals will be placed straight and square to the road. Pedestals should be placed as close to fences, poles, or other structures as practical. Consideration should be given in locating the pedestal for can wrench access the pedestal door bolt.
- c. Cable ends and loops into pedestals should be of sufficient length to accommodate the appropriate splicing, splice construction methods, or splice closure. Sheath openings should free of any wire damage and at a height consistent with bonding requirements and the needs of any splice closure used. Pair protectors will be used to protect wire pairs on all cable openings, except terminal tails and service drop cables.
- d. Terminal blocks should be secured to the pedestal faceplate as far left as possible. The bonding screw (bottom hole on the terminal block) must be used.
- e. Pedestals should have at least 4" of pea gravel placed within and the top of the pea gravel should be within 2"-4" of the pedestal opening.
- f. Where bonding is required by the engineering, number 6 Average Wire Gauge (AWG) copper bond wire will be bonded to the pedestal using the clamp provided in the pedestal. Sufficient wire will be used/supplied to accommodate reaching the power bonding/grounding apparatus.
- g. Cables will be spliced in accordance with correct splicing procedures, using the appropriate splicing materials. Filled modules or connectors will be used in all instances, except in an encapsulated splice closure—where dry modules or connectors will be used.

(N)

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4.4 LAND DEVELOPMENT AGREEMENTS

(N)

(N)

E.3. (Cont'd)

- h. Every pedestal splice, up to 625 pairs, will be encased within a 3-M Re-enterable Gel Wrap PST Dome Closure. When the total pairs exceed 625 pairs, a Marconi pedestal splice support ladder should be used.
- i. When buried splice closures are used, proper closure materials must be used correctly and the splice must be marked with a buried EMS marker

4. Material Requirements.

a. The following is a list of materials approved for use in the construction of telephone networks under this tariff. Manufacturer specifications should be followed in their use.

DESCRIPTION	PART NUMBER(S)
6" Pedestal	USW-6
8" Pedestal	USW-8
12" Pedestal	
12" X 48" Closure	UP-1248
6 Pair Terminal	PTX-6
12 Pair Terminal	PTX-12
25 Pair Terminal	
Scotchlok Connectors, 2-wire (filled)	UY
Scotchlok Connectors, 2-wire (dry)	UY-D
Scotchlok Connectors, 3-wire (filled)	
Scotchlok Connectors, 3-wire (dry)	
710 Filled Straight Module	SC1-25
710 Filled Straight/Half-tap Module	
710 Filled Bridge Module	
710 Dry Straight Module	
710 Dry Straight/Half-tap Module	
710 Dry Bridge Module	
Pair Protectors (Small)	
Pair Protectors (Large)	
Re-enterable Gel Wrap PST Dome Closure (up to 225	
Re-enterable Gel Wrap PST Dome Closure (226 to 625	
Re-enterable Gel Wrap PST Dome Closure (626 to 122	
25 Pair Cable	
50 Pair Cable	
100 Pair Cable	
200 Pair Cable	
300 Pair Cable	
400 Pair Cable	
600 Pair Cable	ANIVIVV-600

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4.4 LAND DEVELOPMENT AGREEMENTS E.4. (Cont'd) DESCRIPTION......PART NUMBER(S)

900 Pair Cable ANMW-900 Buried Splice MarkerEMS 1250 AMP Certi-Seal Buried Service Wire Splice Closure1116449-1 Kold-N-Klose Buried Splice Kit.....TBT62 Kold-N-Klose Cable Sheath Strain Relief TapeTBT69 Kold-N-Klose Sealant Tape.....TBT20 Kold-N-Klose Sheath Repair Sleeve (Large)......TBT9405 Kold-N-Klose Sheath Repair Sleeve (Small)......TBT9305 Kold-N-Klose Splice Wrap Envelope.....TBTENV18 Kold-N-Klose Aluminum Wrap.....TBTAR18 Kold-N-Klose Aluminum Wrap (Small)TBTAR4 Kold-N-Klose Spacer WebTBTSW XAGA 25 to 200 Pair Splice Closure1650 A2 XAGA 100 to 400 Pair Splice Closure1650 B2 XAGA 600 to 900 Pair Splice Closure1650 C2 XAGA 900 to 2400 Pair Splice Closure1650 D2 Q-Tel Re-enterable Encapsulant......2031

Number 6 AWG Ground Wire

Copper Straps 6" & 10 "

D-Gel Cable Pair and Tool Cleaner

Vinyl Tape

Panduit Cable Ties (Various Sizes)

Thomas & Betts Cable Ties (Various Sizes)

3M Reflective Stencil Numbers, Letters, and Symbols

Color Pair and Group Binder Cable Ties

Mini Sheath Ground Bond (for cables up to 100 pair)

#2 Sheath Ground Bond (for cables 200 to 400 pair)

#3 Sheath Ground Bond (for cables 600 pair and up)

Pedestal Splice Support Ladders for USW-8 and USW-12 Pedestals

4" PVC 9' R-90 Conduit Bends

4" to 3" SW/C PVC AU Adapters

4" PVC Conduit

PVC Cement

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4.4 LAND DEVELOPMENT AGREEMENTS

E.5. (Cont'd)

(N)

- 5. Inspection Checklists.
- a. Trench Inspection Checklist
 - Location—trench running line within utility easement.
 - Depth—at least 24" of final cover available.
 - Cable separation—minimum one foot from power, either vertically or horizontally.
 - Fill Material—appropriate material available so as to not damage cables.
 - Cable size and type as approved in engineering.

b. Conformance Inspection/Testing Checklist

- Pedestal labeled on the street side, on a clean surface and with the address of the lot it is placed and as recorded on the engineering.
- All trenches must be backfilled and pedestal positioned sufficiently near property corner.
- Pedestal should be clean, straight, and set at proper depth.
- Pedestal must be appropriately pea graveled.
- Work area should be free of telephone work scrap and trash.
- Verify that proper terminal was used and correctly mounted.
- Sheath openings and bottom of dome closure must above ground level.
- Ground wires are in the right locations, the correct size, and securely attached.
- Cable bonds and attachments are isolated from other cable bonds and attachments through the collar of the dome closure.
- Cable sheath openings and bonding is performed correctly.
- Dome Closures are correctly installed.
- Proper wire connectors are used.
- Cable groups are properly secured and identified with binder ties.
- All cables are tested to be free from sheath faults.
- Terminated cable pairs and end cable pairs are free from grounds, shorts, opens, and transpositions of any kind. Cables must be spliced per the engineering with terminal pairs cut dead to the field (unless specifically requested otherwise).