

SCOPE OF WORK

1. Consulting Services.

a. Consultant shall provide the Division with confidential professional consulting services (Services) for an independent and objective analysis of Questar Gas Company's practices, procedures, and training to address the following items in the event of an alleged natural gas leak:

- (i) emergency call processing and response procedures;
- (ii) emergency evacuation procedures;
- (iii) scene control procedures;
- (iv) natural gas migration; and
- (v) training and qualification procedures for the above items.

b. In performing the Services, Consultant shall:

- (i) review Questar Gas Company's current practices, procedures, and training regarding the five above-referenced items. A copy of Questar Gas Company's procedures are attached as Scope of Work Attachment 1 and incorporated into this Agreement by reference;
- (ii) technically evaluate Questar Gas Company's current procedures in the five specified areas compared to applicable federal and state laws, rules and regulations;
- (iii) technically evaluate Questar Gas Company's current procedures in the five specified areas compared to existing industry standards of similarly situated natural gas distribution utilities of similar size, serving approximately 870,000 commercial and residential customers in the Western United States; and
- (iv) recommend any changes and estimated implementation costs to Questar Gas Company's procedures that are consistent with procedures of similarly situated natural gas distribution utilities in the Western United States.

c. Consultant shall prepare and provide the Commission, the Division, and Questar Gas Company with a written report detailing its findings as well as recommendations on or before December 31, 2008. If the report contains confidential or proprietary information, the Consultant shall also prepare and provide the Commission, the Division, and Questar Gas a redacted copy, which shall be made available to the public. If the report does not contain confidential or

proprietary information, the report shall be made available to the public and no redacted copy need be prepared and provided.

d. Consultant shall keep the Division fully informed as to the progress of the Services.

e. Consultant shall consult on all Services with both the Division's and Questar Gas Company's designated representatives, and work performed will be subject to the approval of the Division.

2. Conflict of Interest. During the term of this Agreement and for a period of two years following completion or termination, Consultant shall not accept any employment that shall conflict directly or indirectly with the interests of the Division in the subject matter of this Agreement, without the prior written consent of the Division. If during the aforementioned period Consultant determines that a conflict of interest exists or has arisen, Consultant shall immediately notify the Division and shall withdraw from representing any such adverse or potentially adverse parties.

3. Confidential Treatment by the Consultant. In performing the Services, Consultant may develop, acquire, or be made aware of confidential or proprietary information of the Division, Questar Gas Company, or Questar Gas Company's affiliates, including but not limited to customers, services, products, processes, operations, the location of pipeline facilities, the physical condition of premises, as well as present and contemplated activities (collectively Confidential Information). Consultant shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Consultant shall use the Confidential Information only for the purposes stated in this Agreement. Consultant shall only disclose the Confidential Information to its employees or agents whose access is required to carry out the purposes of this Agreement, and who are bound by an obligation of confidentiality, enforceable by Consultant, to protect the Confidential Information. The confidentiality obligations of this paragraph shall not apply to any information that is:

- a. generally available to the public through no act of Consultant;
- b. independently developed by Consultant without use of or reference to the Confidential Information;
- c. lawfully received from a third party without breach of this Agreement; or
- d. disclosed pursuant to law, judicial order, or government regulation so long as Consultant notifies the Division and Questar Gas Company prior to disclosure.