

## Washington – Specific Information

### 1.8 Replace this entire citation with the following language:

1.8 This SGAT represents Qwest’s standard contract offer and, as such, CLECs with a current Interconnection Agreement may opt into any individual interconnection, service, or network element arrangement in this SGAT in accordance with Section 252 (i) requirements in the Telecommunications Act of 1996, and The Washington Utilities and Transportation Commission’s Interpretive and Policy Statement issued in Washington Docket UT-990355.

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### 2.3 Add the following citation at the end of Section 2:

2.3 This SGAT will take effect by operation of law pursuant to section 252 (f)(3)(B) of the Act within sixty (60) days of its submission to the Commission. While the SGAT is in “in effect”, Qwest will not represent the SGAT as Commission approved. The Commission also retains authority to review this SGAT after it is “in effect”.

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### 4.61 & 4.62 Replace the following two citations in their entirety with the following WA-specific language:

4.61 “Unbundled Network Element Platform (UNE-P)” – is a combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including single line residence, single line business, and PBX Trunks.

4.62 “UNE Combination” means a combination of legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CLEC in a combined state, and at Section 252(d)(1) rates. UNE combinations include UNE-P and Private Line Combinations.

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### 5.8.4 Replace this citation in its entirety with the following WA-specific language:

5.8.4 Nothing contained in this Section shall limit either Party’s liability to the other for gross negligence or willful misconduct.

\* \* \*

**5.18 Add the highlighted language to the following citation:****5.18 Dispute Resolution**

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section, **provided, that nothing in this Section shall be interpreted to preclude either Party from using available procedures for relief before the Commission.** Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

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**9.23 Delete this section in its entirety and use the prepared Section 9.23 (UNE-C) Section specific to AZ, OR & WA. The document is labeled, "AZ-OR-WA Section 9.23 (UNE-C).doc" and is located on the "OR SGAT" page of the CD&S website.**

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**10.6.2.3 Add the following highlighted language:**

10.6.2.3 CLEC shall not use the DA List Information provided hereunder for any other purpose **other than the provision of Directory Assistance Service in Washington.** whatsoever. By way of example and not limitation, Qwest's DA List Information shall not be used by CLEC for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, or publishing any form of a directory.

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**10.7.3.1.6 Add the following highlighted language:**

10.7.3.1.6 Busy Line Verify Call – CLEC will be charged for each call where the CLEC's end user requests the operator to verify that conversation exists on a line. A charge shall apply for each busy line verify attempt requested by an end user and completed by the operator, **where the operator determines that conversation exists on the line.**

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**19.3 Add the following highlighted language:**

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment, **provided, however, that when the CLEC orders the same or substantially similar service available to Qwest end users, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a Qwest end user.** If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.