

BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

McLEODUSA TELECOMMUNICATIONS SERVICES, INC.,  Petitioner,  v.  QWEST CORPORATION,  Respondent.	Docket No. UT-063013  MCLEODUSA’S OPPOSITION TO QWEST’S MOTION TO STRIKE PORTIONS OF OPENING BRIEF
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1. Pursuant to WAC 480-07-375, McLeodUSA Telecommunications Services, Inc. (“McLeodUSA”) hereby provides the following opposition to the motion of Qwest Corporation (“Qwest”) to strike portions of McLeodUSA’s Opening Post-Hearing Brief (“Qwest Motion”). The challenged portions of McLeodUSA’s brief are not extra-record evidence but are properly presented as part of the Commission-approved interconnection agreement (“ICA”) between McLeodUSA and Qwest that is currently on file with the Commission. Nor is there any need for the Commission to reopen the record for further hearings on this information that has long been part of the Commission’s records. The Commission, therefore, should deny the Motion.

**ARGUMENT**

2. Qwest’s motion, histrionics aside, boils down to Qwest’s contention that the Commission should refuse to consider the Exhibit A to the parties’ ICA that was approved by the Commission because Qwest claims to have replaced that Exhibit A with a revised Exhibit A in the wake of Commission final orders in the generic costing and pricing proceeding.

Qwest is mistaken. The Commission authorized Qwest to update the *rates* Qwest charges under its ICAs, but the Commission could not, and did not, permit Qwest to replace any other substantive provision of the ICA – including application of existing rates – without a written amendment. The parties executed no amendment replacing the original Exhibit A, and that Exhibit A remains effective and unchanged except with respect to *rates* that the Commission subsequently established. This issue, moreover, is one of law, not fact, which requires neither that the actual Exhibit A be included in the evidentiary record nor that the record be reopened to permit Qwest the opportunity to conduct unspecified supplementary cross-examination of McLeodUSA’s witnesses.

**A. The Exhibit A Excerpt Attached to McLeodUSA’s Opening Brief Is Not Late-Filed Evidence.**

3. The excerpt from Exhibit A that is attached to McLeodUSA’s Opening Brief is part of the currently effective ICA between McLeodUSA and Qwest. Qwest erroneously contends that Exhibit A to that ICA is “late filed evidence.” As an initial matter, the ICA is not “evidence” at all. The ICA was submitted to, and approved by, the Commission as required by Section 252 of the Telecommunications Act of 1996 and applicable Washington law. That document, therefore, has the force and effect of law between the parties, no less than a tariff that has been filed and approved (or permitted to take effect) is a source of law. As such, the ICA – including Exhibit A – is not “evidence” any more than a tariff or prior Commission decision is “evidence,” and need not be admitted into the record – particularly in a proceeding to enforce that very agreement. Indeed, both parties have frequently referred to, and quoted from, the ICA, as well as Qwest’s Statement of Generally Available Terms (“SGAT”), without making either document an evidentiary exhibit.

4. Even if a Commission-approved ICA needs to be included in the evidentiary record, the Commission consistently takes official notice of such documents.<sup>1</sup> Implicit in the parties' pervasive references to the ICA throughout their testimony and the evidentiary hearings is that the Commission would consider the ICA as part of this case. Had either party previously believed it necessary to request that the Commission take official notice of the ICA, the other party would not have objected. Indeed, in the parallel case in Utah, *Qwest* requested that the Utah Commission take official notice of the parties' ICA in that state.<sup>2</sup> *Qwest* objects now only because it was not sufficiently familiar with the Washington ICA to know which Exhibit A was attached to the agreement when it was executed by the parties and approved by the Commission.

5. The Commission's objective in any proceeding is to base its determination on the best available information. *Qwest* seeks to elevate form over substance by complaining that the Commission should consider only those portions of the parties' ICA that have been included in testimony or a separate exhibit. *Qwest* has offered no legitimate reason for the Commission not to take official notice of the entire ICA – including Exhibit A – when both parties have repeatedly referred to that document and when the interpretation and enforcement of that agreement are directly at issue in this proceeding.

**B. The Exhibit A Excerpts Attached to McLeodUSA's Opening Brief Are Part of the ICA Between the Parties.**

6. *Qwest* does not dispute that the excerpts that McLeodUSA attached to its Opening Brief are from the Exhibit A that was part of the ICA when it was executed by the

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<sup>1</sup> See WAC 480-07-495(2).

<sup>2</sup> *McLeodUSA v. Qwest*, Utah PSC Docket No. 06-2249-01, Hearing Transcript at 242, lines 2-10 (May 25, 2006) (excerpt attached as Attachment A).

parties and approved by the Commission in 2000. Qwest, rather, contends that this Exhibit A has been superseded by a subsequent Exhibit A, citing several provisions of the ICA and the testimony of Mr. Starkey. Qwest misinterprets the very ICA provisions it cites, and witness testimony cannot alter the plain language of that agreement.

7. McLeodUSA agrees that the Commission has long determined that *rates* established pursuant to Section 252 of the Act in a generic costing and pricing proceeding apply to all Commission-approved ICAs without the need for a written amendment. McLeodUSA, however, disagrees that Exhibit A is replaced in its entirety each time Qwest makes a filing amending its SGAT Exhibit A. The very ICA provisions that Qwest cites in its Motion are consistent with the Commission requirement to update rates but not Qwest's current view that it may serially replace Exhibit A in its entirety.

8. Qwest quotes, and relies most heavily on, a portion of Section 2.2 of the ICA, which provides:

It is expressly understood that **this Agreement will be corrected to reflect the outcome** of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. (Emphasis added.)

This sentence incorporates the unremarkable requirement that the ICA will be "corrected" to reflect changes in law resulting from Commission generic proceedings. This language, however, does not authorize changes to the ICA without an amendment, as Qwest contends. Not only has Qwest never taken the position that an agreement is automatically updated to reflect changes to "service standards, or other matters covered by this Agreement," such an interpretation would likely be unlawful.<sup>3</sup> The source of the automatic incorporation of *rates*

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<sup>3</sup> *Pacific Bell v. Pac-West Telecomm, Inc.*, 325 F.3d 1114, 1125-26 (9<sup>th</sup> Cir. 2003).

into the ICA is the Commission's determination to establish prices applicable to all ICAs in generic cost dockets, but that determination is strictly limited to *rates*.<sup>4</sup> The other two ICA provisions that Qwest cites are fully consistent with this long-standing Commission practice:

Section 6.3.1:

The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. This Agreement at Exhibit A generally incorporates the Wholesale Discount Rate proposed by U S WEST in the Generic Cost Docket, Docket Number UT-960369. If the Commission takes any action to adjust the rates contained herein, including adopting a wholesale discount rate in the Cost Docket, U S WEST will make a compliance filing **to incorporate the adjusted rates** into this Agreement. Upon the compliance filing by U S WEST, **the Parties will abide by the adjusted rates** on a going-forward basis. (Emphasis added.)

Section 9.23.4.2:

If the Commission takes any action **to adjust the rates** previously ordered, U S WEST will make a compliance filing **to incorporate the adjusted rates into Exhibit A**. Upon the compliance filing by U S WEST, **the Parties will abide by the adjusted rates** on a going-forward basis. (Emphasis added.)

9. McLeodUSA agrees that rates subsequently established in the generic costing and pricing proceedings have been incorporated into Exhibit A to the ICA, but that is irrelevant. The *rates* in Section 8.1.4 of the Exhibit A to the ICA as filed and approved have not changed and are exactly the same as the *rates* in the current Exhibit A to Qwest's SGAT. Qwest thus is contending that "updates" are not limited to rates but include the substantive application and *descriptions* in Exhibit A – even if, as here, the rates themselves remain the same. Such a position is untenable as a matter of law and fact.

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<sup>4</sup> See, e.g., *In re Pricing Proceeding*, Docket Nos. UT-960369, *et al.*, Eighteenth Supp. Order on Requests for Clarification at 6 (Nov. 1999) (clarifying the Commission's "intent to undertake to deaverage UNE prices before **replacing the rates** contained in the Commission-approved agreements

10. The Ninth Circuit has concluded that a state commission is precluded from issuing generic orders that interpret or otherwise modify existing ICAs to establish the applicability of particular rates.<sup>5</sup> The Commission, therefore, could not lawfully have authorized Qwest to make the “updates” to the Exhibit A in every ICA that Qwest alleges to have made without an amendment to those ICAs. The Commission, moreover, has never done so. Rather, the Commission has authorized and approved *tariff* compliance filings that are expressly limited to *rates* established in the generic costing and pricing proceedings.<sup>6</sup> The Commission has also permitted Qwest to update Exhibit A to the SGAT.<sup>7</sup> But the Commission has never authorized Qwest to replace Exhibit A in its entirety in any existing and effective ICAs in the absence of a written amendment.

11. Qwest, moreover, did not alter the language in Section 8.1.4 of Exhibit A to its SGAT as a result of any Commission order. The Commission approved Qwest’s compliance filing implementing the rates established in Part A of Docket No. UT-003013 (the collocation phase, which included the -48 Volt DC Power Usage rate element) on October 11, 2001.<sup>8</sup> Qwest subsequently amended Exhibit A to its SGAT three times after that date – a Second Amended Exhibit A on September 3, 2002, a Third Amended Exhibit A

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resulting from the arbitration process”) (emphasis added).

<sup>5</sup> *Pacific Bell*, 325 F.3d at 1125-26.

<sup>6</sup> *E.g.*, *In re Continued Costing and Pricing Proceeding*, Docket No UT-003013, Thirteenth Supp. Order Part A Order Determining Prices for Line Sharing, Operations Support Systems, and Collocation ¶ 437 (Jan. 2001) (ordering Qwest “to file tariffs” that “must be limited to uncontested rate elements or those specifically authorized in this Order”).

<sup>7</sup> *E.g.*, *In re Investigation into [Qwest’s] Compliance with Section 271*, Docket Nos. UT-003022 & 003040 (“SGAT Docket”), 45<sup>th</sup> Supp. Order; Order Approving Qwest’s Revisions to SGAT Exhibits A, B1 and K (Dec. 2002).

<sup>8</sup> *In re Continued Costing and Pricing Proceeding*, Docket No UT-003013, Twenty-fifth Supp. Order Approving Compliance Tariff Filing (Oct. 11, 2001).

on September 27, 2002 (corrected on October 7, 2002), and a Fourth Amended Exhibit A on October 21, 2002.<sup>9</sup> The language in Section 8.1.4 governing rates for -48 Volt DC Power Usage in each of these amended Exhibit A's is virtually identical to the language in the Exhibit A to the ICA between McLeodUSA and Qwest.<sup>10</sup> Qwest did not begin to modify this language significantly until it filed its Fifth Amended Exhibit A on July 11, 2003 – almost *two years* after Qwest made its filing in compliance with the cost docket order establishing the rates for -48 Volt DC Power Usage.<sup>11</sup> Qwest cannot plausibly argue that this and subsequent SGAT Exhibit A filings in which Qwest amended the language (as opposed to the rates) in Section 8.1.4 implemented any Commission order, much less a cost docket order.

12. Qwest effectively is asking the Commission to accept the proposition that Qwest unilaterally amended the language in Exhibit A to its Commission-approved ICA with McLeodUSA when it made subsequent SGAT Exhibit A filings. Such a proposition is indefensible. The parties have never executed a written amendment modifying the language in Exhibit A, and therefore that language remains unchanged from the language the

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<sup>9</sup> The Commission approved or permitted these filings to go into effect pursuant to 47 U.S.C. §252(f)(3)(B) (governing SGAT filings). SGAT Docket, 45<sup>th</sup> Supp. Order ¶¶ 8 & 10.

<sup>10</sup> Attached as Attachment B is an excerpt from the Fourth Amended Exhibit A containing Section 8.1.4.

<sup>11</sup> Attached as Attachment C is an excerpt from the redlined Fifth Amended Exhibit A containing Section 8.1.4. Qwest represented when filing it that “[t]he Fifth Amended Exhibit A of the SGAT is being amended to reflect the rates filed in the Part B and Part D Compliance Filings in Docket No. UT-003013,” and “[a]dditionally, some administrative changes have been made.” Qwest Motion, Attachment 4 at 2. Collocation rates were established in Part A, and the Commission’s Part B and Part D orders did not address, much less determine, any issue with respect to DC power provided to collocating carriers in Qwest’s central offices. *See* Docket No. UT-003013, Thirty-Second Supp. Order; Part B Order; Line Splitting, Line Sharing Over Fiber Loops, OSS, Loop Conditioning; Reciprocal Compensation; and Nonrecurring and Recurring Rates for UNEs (June 2002); *id.* Forty-fourth Supp. Order; Part D Final Order Establishing Nonrecurring and Recurring Rates for Unbundled Network Elements (Dec. 2002). Any “administrative changes” Qwest makes as part of an SGAT filing apply only to the SGAT, and do not apply – and cannot change – executed and effective ICAs between Qwest and specific CLECs, including McLeodUSA.

Commission approved when it approved the parties' ICA. The Exhibit A that McLeodUSA excerpted in its Opening Brief is indisputably the currently effective Exhibit A to the ICA.

13. Qwest nevertheless contends that McLeodUSA is precluded from citing to the actual Exhibit A that is part of its Commission-approved ICA with Qwest because one of McLeodUSA's witnesses quoted from and provided the current Exhibit A to Qwest's SGAT as the operative Exhibit A between the parties. As discussed above, however, as a matter of law, the Exhibit A excerpted in McLeodUSA's Opening Brief is the Exhibit A that the Commission approved and that remains in effect, and witness testimony cannot change the law. The record evidence, moreover, more than amply demonstrates that Mr. Starkey was mistaken to the extent that he believed that the current Exhibit A to the SGAT is the operative Exhibit A between the parties. The date of the Exhibit A in Exhibit 26 is February 15, 2005 – six months *after* the parties executed the DC Power Measuring Amendment in August 2004. Mr. Starkey also testified that he “recently” obtained that document from the Qwest web site. Qwest does not maintain copies of its ICAs on its web site. Mr. Starkey's testimony, therefore, cannot be – and is not – dispositive of which Exhibit A is part of the parties' currently effective ICA.

14. Finally, Qwest argues that the Exhibit A to the ICA between McLeodUSA and Qwest “actually provides further support for Qwest's interpretation of the DC Power Measuring Amendment at issue.”<sup>12</sup> Qwest certainly is entitled to make its arguments on the meaning and significance of the language in the ICA, including Section 8.1.4 in Exhibit A, but Qwest's interpretation is incorrect. If, as Qwest asserts, the difference in the rate descriptions in Section 8.1.4 between Exhibit A to the ICA and the current Exhibit A to the

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<sup>12</sup> Qwest Motion ¶ 15.



SGAT were the result of “a change to the structure of the Exhibit A,”<sup>13</sup> such a change could not have been – and was not – incorporated into the McLeodUSA ICA with Qwest.<sup>14</sup> As Mr. Starkey explained in his testimony, however, the language in Exhibit A to the SGAT has the same meaning as the comparable language in Exhibit A to the ICA – charges for power plant are included in the term “-48 Volt DC Power Usage” as that term is used throughout the ICA, including Exhibit A and the Amendment.<sup>15</sup> The language in both Exhibit A’s supports McLeodUSA’s interpretation of the Amendment.

**C. The Commission Should Not Reopen the Record.**

15. Qwest asks that if the Commission does not strike McLeodUSA’s discussion of the actual Exhibit A to the parties’ ICA, the Commission should “reopen the record so that further cross-examination of McLeodUSA’s witnesses may take place with regard to the issues raised by this document.”<sup>16</sup> Tellingly, Qwest fails to specify what it believes could be accomplished by any additional cross-examination. The content and interpretation of the language of the ICA ultimately are matters of law, notwithstanding the amount of testimony from both parties on this issue. Qwest is perfectly capable of making its arguments concerning the meaning of Section 8.1.4 in the actual Exhibit A, and indeed has done so in its Motion. In the absence of any indication whatsoever of the type of factual information Qwest would seek to elicit from McLeodUSA’s witnesses, much less a demonstration of the relevance of that information, Qwest has provided the Commission with no grounds on which to reopen the record.

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<sup>13</sup> Qwest Motion ¶ 15.

<sup>14</sup> *Pacific Bell*, 325 F.3d at 1125-26.

<sup>15</sup> Ex. 20T (McLeodUSA Starkey Direct) at 5-9; Ex. 23T (McLeodUSA Starkey Rebuttal) at 6-9.

<sup>16</sup> Qwest Motion ¶ 16.


## CONCLUSION

16. The Exhibit A excerpted in McLeodUSA's Opening Brief is part of the effective, Commission-approved ICA between McLeodUSA and Qwest. Qwest has provided the Commission with no grounds on which it should refuse to consider that portion of the parties' ICA or to reopen the record to permit additional cross-examination on the meaning of the language in that document. The Commission, therefore, should deny Qwest's Motion.

Dated this 25th day of August, 2006.

DAVIS WRIGHT TREMAINE LLP

By:

  
\_\_\_\_\_  
Gregory J. Kopta

MCLEODUSA TELECOMMUNICATIONS  
SERVICES, INC.

By:

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# **Attachment A**

1                   BEFORE THE PUBLIC SERVICE COMMISSION

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3           IN THE MATTER OF THE                    )  
 4           COMPLAINT OF McLEODUSA                ) Judge Steven Goodwill  
           TELECOMMUNICATIONS                    )  
 5           SERVICES, INC., AGAINST                )  
           QWEST CORPORATION FOR                   )  
 6           ENFORCEMENT OF COMMISSION-            ) Docket No. 06-2249-01  
           APPROVED INTERCONNECTION                )  
 7           AGREEMENT.                             )

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ADMINISTRATIVE LAW JUDGE:

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STEVEN GOODWILL

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12

May 25, 2006 \* 9:00 a.m.

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14

15

Location:    HEBER M. WELLS BUILDING

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160 East 300 South, Room 451

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Salt Lake City, Utah 84114

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Reporter:   Diana Kent, CSR, RPR, CRR

25

Notary Public in and for the State of Utah

26

1 Q. Okay. Thank you very much. Those are all  
2 my questions.

3 JUDGE GOODWILL: Mr. Goodwin?  
4

5 REDIRECT EXAMINATION

6 BY MR. GOODWIN:

7 Q. Were you --

8 Mr. Kopta, I didn't notice whether you had  
9 offered to admit Hearing Exhibit 16. Did you do  
10 that?

11 MR. KOPTA: I did not. But thank you for  
12 the correction. I offer Hearing Exhibit 16.

13 JUDGE GOODWILL: I don't think we had  
14 marked it. We will do so as 16.

15 (EXHIBIT-16 WAS MARKED.)

16 JUDGE GOODWILL: And there is no  
17 objection, I take it, to the admission? Or is there?

18 MR. GOODWIN: Actually, a little bit.

19 JUDGE GOODWILL: Okay.

20 MR. GOODWIN: I don't know if it's exactly  
21 an objection or not, but this is not the -- the SGAT  
22 is not the interconnection agreement between the  
23 parties. And so I don't have any objection to its  
24 admission per se. I just think that its relevance is  
25 somewhat limited and the commission should take that  
26

1 for what it is.

2 Also, at the same time, I think it is  
3 probably good, and we probably should have done this  
4 before, we would ask the Commission to take official  
5 or administrative notice of the actual inter-  
6 connection agreement between the parties, which I  
7 believe was executed in 2000.

8 JUDGE GOODWILL: And we can certainly do  
9 that and I understand your point on this. And we  
10 will go ahead and admit Hearing Exhibit 16. Okay.

11 MR. GOODWIN: All right.

12 Q. (By Mr. Goodwin) Mr. Easton, you heard  
13 yesterday that Judge Goodwill had asked Mr. Starkey  
14 about Section 2.1 of Hearing Exhibit 1, which is the  
15 DC power measuring amendment?

16 A. Yes.

17 Q. How would you respond, if Judge Goodwill  
18 asked you the same questions?

19 A. I would say that using Section 2.1 to  
20 interpret how power measuring is to be applied is  
21 problematic for several reasons. First of all,  
22 Section 2.1 is a general contextual section that says  
23 nothing about the rights or obligations of the  
24 parties and, in fact, says nothing about how power  
25 measurement is to affect the various power rates.

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# **Attachment B**

**Exhibit A  
Washington\***

		Recurring	Non-Recurring	Notes
7.7.3	MOU for 36 mo. June 14, 2003-June 13, 2006	\$0.0007		4
<b>7.8 Miscellaneous Charges</b>				
7.8.1	Cancellation Charge (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.2	Expedite Charge (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.3	Additional Testing (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.4	Construction Charges	ICB	ICB	3
<b>7.9 Transit Traffic</b>				
7.9.1	Local Transit	See Tandem Switching and Tandem		
	Local Transit Assumed Mileage	9	MILES	
7.9.2	IntraLATA Toll	Qwest's Washington Access Service Tariff		
	IntraLATA Toll Assumed Mileage	9	MILES	
7.9.3	Jointly Provided Switched Access	Qwest's Washington Access Service Tariff		
7.9.4	Category 11 Mechanized Record Charge, per Record	\$0.0025		12
<b>7.10 IntraLATA Toll</b>				
Qwest's Washington Access Service Tariff				
<b>7.11 LIS Forecasting Deposit</b>				
	DS1 End Office Direct Trunking		\$6,500.00	1
	DS1 Tandem Trunking		\$16,000.00	1
<b>8.0 Collocation</b>				
<b>8.1 All Collocation</b>				
8.1.1	Quote Preparation Fee, per Collocation Ordered			
	Virtual and Cageless		\$4,195.90	13
	Caged Physical		\$4,561.19	13
	Augment Quote Preparation Fee		\$1,386.47	12
8.1.2	Collocation Entrance Facility			
	Standard Shared, per Fiber	\$6.54	\$941.87	
	CLEC Point of Interface, per fiber	\$2.72	\$1,382.46	
	Cross-Connect, per Fiber	\$2.90	\$1,058.05	
	Cross Connect-Point of Interface, per fiber	\$1.41	\$1,498.64	
	Express Shared, per Cable	\$69.94	\$1,201.16	
	Express - Point of Interface, per cable	\$7.47	\$7,589.47	
8.1.3	Cable Splicing			
	Fiber - Per set-up		\$515.79	
	Per fiber spliced		\$38.08	
8.1.4	-48 Volt DC Power Usage, per Ampere, per Month	\$9.34		
	Usage Less than 60 Amps	\$1.57		
	Usage More than 60 Amps	\$3.13		
8.1.5	AC Power Feed			
	AC Power Feed - per Amp, per Month			
	120 V, per amp, per month	\$17.94		
	208 V, Single Phase, per amp, per month	\$31.09		
	208 V, Three Phase, per amp, per month	\$53.79		
	240 V, Single Phase, per amp, per month	\$35.88		
	240 V, Three Phase, per amp, per month	\$62.06		
	480 V, Three Phase, per amp, per month	\$124.13		
	AC Power Feed - per foot, per month			
	20 Amp, Single Phase, per foot, per month	\$0.0118	\$8.01	
	20 Amp, Three Phase, per foot, per month	\$0.0146	\$9.93	
	30 Amp, Single Phase, per foot, per month	\$0.0127	\$8.63	
	30 Amp, Three Phase, per foot, per month	\$0.0175	\$11.86	
	40 Amp, Single Phase, per foot, per month	\$0.0150	\$10.15	
	40 Amp, Three Phase, per foot, per month	\$0.0206	\$13.97	
	50 Amp, Single Phase, per foot, per month	\$0.0177	\$12.04	
	50 Amp, Three Phase, per foot, per month	\$0.0248	\$16.82	
	60 Amp, Single Phase, per foot, per month	\$0.0201	\$13.62	
	60 Amp, Three Phase, per foot, per month	\$0.0285	\$19.36	
	100 Amp, Single Phase, per foot, per month	\$0.0248	\$16.86	
	100 Amp, Three Phase, per foot, per month	\$0.0388	\$26.33	
8.1.6	Inspector Labor, per half hour			
	Regular Hours Rate		\$32.00	
	After Hours Rate, minimum 3 hours		\$41.20	
8.1.7	Channel Regeneration			
	DS1 Regeneration	\$9.88	\$478.78	1
	DS3 Regeneration	\$36.00	\$1,810.56	1
8.1.8	Collocation Terminations			
	DS0 Terminations			
	Cable Pull		\$210.08	
	Termination, per 100 pair	\$3.02	\$41.61	
	Engineering		\$75.43	
	Cable Fire Retardant, per Occurrence		\$41.61	
	Cable Racking, per cable	\$1.48		
	Cable Racking Engineering		\$75.43	
	Cable Racking Installation, per Linear Foot		\$33.90	
	Cable (if supplied by Qwest), per linear foot, per 100 pair	\$0.0026	\$2.01	



# **Attachment C**

**Exhibit A  
Washington**

		Recurring	Non recurring	Notes
	DS1 Interface, Each Additional Trunk		\$4.63	4
	7.5.1.3 Installation NRC		\$4.63	12
	7.5.1.4 Disconnection NRC		\$4.14	4 12
			\$1.11	12
7.5.2	DS3 Interface, First Trunk		\$240.90	4
	7.5.2.1 Installation NRC		\$240.90	12
	7.5.2.2 Disconnection NRC		\$120.20	4 12
	DS3 Interface, Each Additional Trunk		\$9.82	4
	7.5.2.3 Installation NRC		\$9.82	12
	7.5.2.4 Disconnection NRC		\$2.37	4 12
<b>7.6</b>	<b>Exchange Service (EAS/Local) Traffic</b>			
7.6.1	End office call termination, per Minute of Use	\$0.001178		#
7.6.2	Tandem Switched Transport			
	Tandem Switching, per Minute of Use	\$0.000690		#
		Recurring Fixed	Recurring per Mile	Non-Recurring
	7.6.2.1 Tandem Transmission, Minute of Use			
	7.6.2.1.1 Over 0 to 8 Miles	\$0.00026	\$0.00001	
	7.6.2.1.2 Over 8 to 25 Miles	\$0.00026	\$0.00001	
	7.6.2.1.3 Over 25 to 50 Miles	\$0.00026	\$0.00001	
	7.6.2.1.4 Over 50 Miles	\$0.00026	\$0.00001	
		Recurring	Non-Recurring	
<b>7.7</b>	<b>Local Traffic-FCC-ISP Rate Caps</b>			
7.7.1	MOU for 6 mo. June 14-Dec. 13, 2004		N/A	
7.7.2	MOU for 18 mo. Dec. 14, 2001-June 13, 2003	\$0.0007		4
7.7.3	MOU for 36 mo. June 14, 2003-June 13, 2006	\$0.0007		4
<b>7.8</b>	<b>Miscellaneous Charges</b>			
7.8.1	Cancellation Charge (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.2	Expedite Charge (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.3	Additional Testing (LIS Trunks)	Qwest's Washington Access Service Tariff		
7.8.4	Construction Charges	ICB	ICB	3
<b>7.9</b>	<b>Transit Traffic</b>			
7.9.1	Local Transit	See Tandem Switching and Tandem		
	Local Transit Assumed Mileage	9	MILES	
7.9.2	IntraLATA Toll	Qwest's Washington Access Service Tariff		
	IntraLATA Toll Assumed Mileage	9	MILES	
7.9.3	Jointly Provided Switched Access	Qwest's Washington Access Service Tariff		
7.9.4	Category 11 Mechanized Record Charge, per Record	\$0.0025		12
<b>7.10</b>	<b>IntraLATA Toll</b>	Qwest's Washington Access Service Tariff		
<b>7.11</b>	<b>LIS Forecasting Deposit</b>			
7.11.1	DS1 End Office Direct Trunking		\$6,500.00	4 12
7.11.2	DS1 Tandem Trunking		\$16,000.00	4 12
<b>8.0</b>	<b>Collocation</b>			
<b>8.1</b>	<b>All Collocation</b>			
8.1.1	Quote Preparation Fee, per Collocation Ordered			
	Virtual end-Cageless		\$4,195.90	13
	Caged Physical		\$4,561.19	13
	Augment Quote Preparation Fee		\$1,386.47	12
8.1.2	Collocation Entrance Facility			
	Standard Shared, per Fiber	\$6.54	\$941.87	
	CLEC Point of Interface, per fiber	\$2.72	\$1,382.46	
	Cross-Connect, per Fiber	\$2.90	\$1,058.05	
	Cross Connect-Point of Interface, per fiber	\$1.41	\$1,498.64	
	Express Shared, per Cable	\$69.94	\$1,201.16	
	Express - Point of Interface, per Cable	\$7.47	\$7,589.47	
8.1.3	Cable Splicing			
	Fiber - per set-up		\$515.79	
	Per fiber spliced		\$38.08	
8.1.4	-48 Volt DC Power Usage, per Ampere, per Month	\$9.34		
	Power Plant	\$9.34		
	Usage Less than 60 Amps	\$1.57		
	Usage More than 60 Amps	\$3.13		