

UT-101883-AE
cm-12/30/10
NO ACTION

Qwest.

Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Asst. Vice President
Public Policy & Regulatory Affairs

November 19, 2010

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

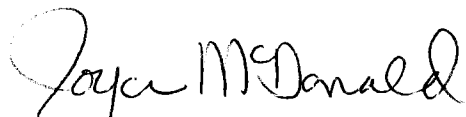
RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and Qwest Communications Company, LLC. The agreement is a Special Construction Proposal for Seattle, Washington. Also enclosed is a verified statement.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

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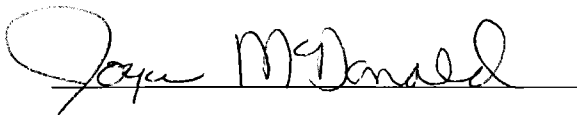
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Special Construction Proposal for Seattle, Washington describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script, reading "Joyce McDonald", written over a horizontal line.

Joyce McDonald

Dated at Seattle this 19th day of November, 2010.



Contract No. _____
Interstate X

Job Authorization No: WA1031208
Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: 10/29/2010

Billing Address:

Work Location:

Customer: OCC / MARS HILL SHORELINE 2800 NE 200th St, Seattle WA

Attention _____

Description and/or specifications of work to be performed by Qwest under this Proposal ("Work"):

Construction and placement of 4,700 feet of underground fiber cable between the customer building at 2800 NE 200th St, Seattle WA and the Qwest serving wire center at 1249 NE 145th St, Seattle WA 98155. This facility will be used for MOE service.

Total Charges: \$ 16,118.92

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). If, in Qwest's sole discretion, Qwest approves a Purchase Order in lieu of Advance Payment, Qwest will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For **Governmental Customers only**, Qwest will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. No Work shall commence prior to receipt of Advance Payment or acceptance by Qwest of a Purchase Order. Notwithstanding, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Qwest or Customer, but excluding any taxes based on Qwest's net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by Qwest if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the attached Terms and Conditions shall constitute a binding agreement upon the parties.**

Qwest Corporation

Authorized Signature Bryan Money

Name Printed/Typed Bryan Money

Title Director, Qwest Wholesale Operations

Date 11-3-10

Qwest Communications Company, LLC

Authorized Signature James Cooper

Name Printed/Typed James Cooper

Title Director Provisioning

Date 11/1/10

NOTE: ADDITIONAL TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.



Contract No. _____
Interstate X

Job Authorization No: WA1031208
Intrastate _____

The Proposal, these Terms and Conditions and all terms and conditions in the applicable tariff, catalog, or price schedules constitute the entire agreement between the parties (the "Agreement") and supersede all previous agreements between Qwest and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO). In the event that any applicable tariffs, catalogs, price schedules, rules or statutes prohibit performance in accordance with the terms of the Agreement, or have the effect of modifying, superseding, or suspending provisions of the Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency, the Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of the Agreement to conform to such tariffs, catalogs, price lists, rules or statutes.

1. **Customer Responsibilities.** Customer shall furnish all applicable surveys and a description of the Customer site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under the Agreement on the Customer's Premises. Customer agrees to provide copies of the same, along with any filing information if applicable, to Qwest upon demand.

2. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Agreement Charges shall be equitably adjusted by Change Order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

3. **Safety and Environmental.** Customer understands and acknowledges that should Qwest encounter a hazardous substance and determine that such substance presents a health or physical hazard, Qwest may, without penalty, discontinue work under this contract.

4. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by Change Order specifically stated in writing between the parties. The cost or credit to the Customer from a change shall be determined by mutual agreement.

5. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, Qwest shall be paid for all Work executed and any reasonable expense sustained as of the date of termination.

6. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by Qwest in connection with the Agreement or the provisioning of Service is and remains with Qwest. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by Qwest.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service Qwest currently provides, or may provide in the future to Customer, whether or not Qwest provides or may provide such services to Customer using the Qwest equipment and facilities to which the Agreement refers. Customer shall be responsible for paying for all other local

exchange or other services separate from the payment requirements of the Agreement.

8. **Warranty.** Qwest shall perform the Work in a professional manner, consistent with industry standards, and shall conform to the specifications set forth herein. All workmanship for the Work performed under the Agreement is guaranteed against defects for a period of six (6) months from the date of completion. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE TO THE WORK PERFORMED UNDER THE AGREEMENT.** The exclusive remedy for a breach of this warranty shall be that Qwest will re-perform any part of the Work which is found to be defective. Qwest shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

9. **General.** This Agreement shall be governed by the state within in which the facilities are located, or in the case of interstate facilities the laws of the State of New York, without regard to its choice of law principles; provided however, that Work may also be subject to the Communications Act of 1934, as amended or applicable State tariff, catalogs or price lists. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a communications carrier under any circumstances. This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity. All amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Electronic or facsimile signatures in connection with this Agreement shall be recognized and treated the same as the original. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine and Customer agrees that any employee of Customer who gives any written notice or other instruction has the authority to do so.

10. **For Qwest Affiliate Transactions Only.** If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.