



Qwest Corporation DBA CenturyLink QC

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

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

November 7, 2011

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 DBA CenturyLink QC is filing notification of the enclosed affiliated interest agreement between Qwest Corporation DBA CenturyLink QC (QC) and Qwest Communications Corporation, LLC DBA CenturyLink QCC (QCC). This agreement called AQCB Special Construction Proposal for Seattle, Washington. Also enclosed is a verified statement.

Please call Fran Bendever on 303-922-4341 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Francis I Bendover".

for Mark Reynolds

Enclosures

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.

Frances L. Bendever Analyst III of Qwest Corporation DBA CenturyLink QC certifies that the attached Agreement for the Seattle WA Sp Constr describes the affiliate arrangement between Qwest Corporation DBA CenturyLink QC and Qwest Communications Corporation, LLC DBA CenturyLink QCC.

A handwritten signature in cursive script that reads "Frances L. Bendever". The signature is written in black ink and is positioned above the printed name.

Frances L. Bendever

Dated at Denver this 7th day of November, 2011.



Contract No No
 Job Authorization No: C1WQC01

Special Construction Proposal

Date: <u>10/20/2011</u>	
Billing Address:	Work Location:
Customer: <u>National CenturyLink - QCC</u>	<u>2001 6th Ave Seattle, Washington (Westin Building), a</u>
Attention: <u>Rodney Thompson</u>	<u>County KING</u>
<u>739 Pierce Rd</u>	<u>SEATTLE, WA</u>
<u>Medford, OR 97504</u>	

Description and/or specifications of work to be performed by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") under this Proposal ("Work"):

National(QCC) relocation of existing fiber at the Westin Building in the Seattle Elliott wire center Seattle, Washington from the 19th floor to the 2nd floor back up to the 33rd floor. Includes selling of 12 strands of existing 72 fiber from the 2nd floor to the 33rd floor. Placing 2 72-FDP fiber panels, fiber jumpers and a 12 strand fiber stub, plus splicing. National (QCC0) relocation of existing fiber at the Cyber Center in the Kent Obrien wire center in Tukwila, Washington. includes unsplicing from 72 FDP to 24 fiber stub supplied by National (QCC)

Advance Payment (required before work begins): \$12,738.95

Total Charges: Twelve Thousand Seven Hundred Thirty-Eight Dollars and 95/100

*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 changes shall be paid prior to commencement of the Work ("Advance Payment"). If, in CenturyLink's sole discretion, CenturyLink approves a Purchase Order in lieu of Advance Payment, CenturyLink will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For **Governmental Customers only**, CenturyLink 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 CenturyLink 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 CenturyLink or Customer, but excluding any taxes based on CenturyLink'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. The Proposal may be withdrawn by CenturyLink 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.**

CenturyLink
 DocuSigned by:
 Authorized Signature: Carol Zimmerman
 Name Printed/Typed: Kelly Byfield
 Title: Supervisor Billing
 Date: 11/3/2011

Customer
 DocuSigned by:
 Authorized Signature: Gregory J. Dunz
 Name Printed/Typed: Gregory J. Dunz
 Title: Director, National Construction
 Date: 11/4/2011

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



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 CenturyLink 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 CenturyLink 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 CenturyLink encounter a hazardous substance and determine that such substance presents a health or physical hazard, CenturyLink 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, CenturyLink 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 CenturyLink in connection with the Agreement or the provisioning of Service is and remains with CenturyLink. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by CenturyLink.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service CenturyLink currently provides, or may provide in the future to Customer, whether or not CenturyLink provides or may provide such services to Customer using the CenturyLink 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.** CenturyLink 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 CenturyLink will re-perform any part of the Work which is found to be defective. CenturyLink 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 CenturyLink, 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 CenturyLink 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. CenturyLink may act in reliance upon any instruction, instrument, or signature reasonably believed by CenturyLink 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 CenturyLink 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.