

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY
Qwest Corporation
IN THE STATE OF WASHINGTON**

MARCH 20, 2001

The language contained in this document is language presented and agreed to at other state's 271 Workshops.

Section 2.0 Interpretation and Construction

2.3 In cases of conflict between Qwest's IRRG product descriptions, methods and procedures, or a Technical Publication, and this Agreement, the rates, terms and conditions of this Agreement shall prevail over such IRRG product descriptions, methods and procedures, or a Technical Publication.

Section 3.0 Implementation Schedule

3.4 Reserved for Future Use

Section 4.0 - DEFINITIONS

4.24 "Firm Order Confirmation-~~Date~~" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC's Local Service ~~Order~~-Request (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.61 "Unbundled Network Element Platform (UNE-P)" – is ~~pre-existing~~ combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

4.62 "UNE Combination" means ~~pre-existing~~ 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 its pre-existing combined state, on an "as for in this Agreement is" basis, and at Section 252(d)(1) rates. UNE combinations include UNE-P and Private Line Combinations.

Section 6.0 – RESALE

6.2 Terms and Conditions

6.2.1 Qwest shall offer ~~CLEC introductory~~ training on procedures that CLEC must use to ~~request services from Qwest, including product information, listing, and access to Qwest systems.~~ access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.5 Reserved for Future Use

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations as set forth in Qwest's Tariff and Commission rules. As provided for in Qwest's tariffs, Qwest will develop and

provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

Section 7.0 - INTERCONNECTION

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any technically feasible point within its network, including but not limited to, (i) the line-side of a local switch (i.e., local switching); (ii) the trunk side of a local switch, (iii) the trunk connection points for a tandem switch, (iv) Central Office cross-connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to unbundled network elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the SGAT, to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic and exchange access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting end office switches to end office switches or end office switches to local or access tandem switches for the exchange of Exchange Service (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Qwest tandem to CLEC tandem switch connections will be provided where technically feasible. Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest access tandem switch connections are not provided.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1. The Mid-Span Fiber Meet architecture requires each party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not technically feasible to where the parties disagree on midpoint location.

7.1.2.3.2. In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit

the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The CLEC is responsible for providing at its location the Fiber Optic Terminal ("FOT") equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC

7.1.2.3.3. The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

7.1.2.3.4 Intentionally Left Blank

~~7.2.2.1.2.2~~ ~~The Parties~~CLEC may purchase transport services from ~~each other~~Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from ~~Qwest or CLEC~~ as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to ~~expand~~alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.5 If facilities are available, Qwest will provide Direct Trunked Transport LATA-wide. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

7.2.2.1.6 Regardless of the number of location routing numbers (LRNs) used by a CLEC in a LATA, Qwest ~~shall~~will route traffic destined for CLEC customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest tandem.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two (2) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which may require a

six (6) month ~~minimum interval~~ to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the CLEC forecast. After the initial forecast, Qwest will ensure that capacity is available to meet CLECs' needs as described in the CLEC forecasts. needs. For ordering information see Section 7.4.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned switch generics (ICONN).

Six months prior to LERG amendment, Qwest will notify a CLEC of the anticipation of a new local tandem switch.

7.2.2.8.13 If a trunk group is consistently utilized at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, and state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide to CLEC monthly reports on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest end office switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number

of trunks in each trunk group.

7.2.2.9.3.1 Exchange Service (EAS/local), Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) ~~and~~ Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) and may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. ~~If combined, the originating carrier shall provide to the terminating carrier, each quarter, Percent Local Use (PLU) factors(s) that can be verified with individual call record detail. Call detail may be exchanged in lieu of PLU if it is available. group or transmitted on separate LIS trunk groups.~~

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem (ASR)-Switched Transport); 3) the number of ports to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: http://www.uswest.com:80/wholesale/notification/npa_nxxProcess.html. Either Party shall respond to a special request for a Supplemental Form when a single switch is served by multiple trunk groups.

7.4.7 Qwest will establish intervals for the provision of LIS trunks in the Interconnect & Resale Resource Guide (IRRG) that conform to the performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the change management process applicable to the IRRG. Operational processes within Qwest work centers are discussed as part of the CLEC Industry Change Management Process (CICMP). Qwest agrees that CLEC shall not be held to the requirements of the IRRG.

Section 8.0 - COLLOCATION

8.1.1.8.1 With respect to Collocation involving cross-connections for access to sub-loop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning sub-loop access and intervals are contained in Section 9.3.

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to unbundled network elements.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation▼

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and the CLEC did not specify an alternative form of Collocation on the original order form, the CLEC will be required to submit a new order for the CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the CLEC's next preferred option, in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation and modified to reflect the Washington specific rule.▼

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ~~ten (10)~~ fourteen (14) calendar days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest's and Qwest affiliates' reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both parties agree to a revised date.

8.2.1.23.1.1 _____ CLEC-to-CLEC Cross-Connection (COCC-X) is defined as the CLEC's capability to order a cross-connection from its Collocation in a Qwest ~~Wire Center~~Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest ~~Wire Center~~Premises at the ICDF.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access ~~services between its~~Services between Qwest's Premises and ~~its~~CLEC's Collocation space in a Qwest Wire Center.

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises ~~Wire Center building~~. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) calendar days.

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule ~~in accordance with~~ Section ~~3-2~~ of this Agreement before submitting a Collocation Application Form to Qwest.

The following language for Section 8.4.1.7 and subsections was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation ▼

8.4.1.7 **Collocation Space Reservation** – allows CLEC to reserve space and identify to the extent available infrastructure incidental to that space such as power, HVAC in a Qwest Premises for up to one (1) year for transmission equipment (ATM, packet switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Request for contiguous space will be honored, if available.

8.4.1.7.1 **Collocation Space Reservation Application** – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar days.

8.4.1.7.2 **Collocation Space Reservation Quotation** – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) calendar days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 **Collocation Space Reservation Acceptance**
CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows: [***This section remains at impasse.***]

a) Cancellation notification within ninety (90) calendar days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and

one hundred and eighty (180) calendar days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar days from receipt of wire transfer, twenty five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) calendar days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

The following language for Section 8.4.1.8 and subsections was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation▼

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants –five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center.
- b) A requesting CLEC may Option one Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of the CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. The CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar days of receipt of the quotation. When Qwest takes an Option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) calendar days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will Option the space on behalf of the CLEC (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, the CLEC must:

a) Submit a Collocation Application during the Option time frame; or

b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space)

that may fulfill the requirements of the CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise it's Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.3(b) above shall be applied to such Application.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation and modified for Washington specific rules.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon five factors – 1) whether the request was forecasted or the space was reserved, in accordance with the above Sections 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether the forecast was received at least ninety (90) calendar days prior to Application or between sixty

(60) and ninety (90) calendar days prior to Application, 3) whether CLEC provides its Acceptance within seven (7) calendar days receipt of the quotation, 4) whether the CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53)) calendar days of the receipt of the complete Collocation Application; and 5) whether the application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.¹

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If an Premises Application is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. If CLEC’s equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC’s equipment. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of the Application, and CLEC’s equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.¹

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC’s forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC’s equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC’s equipment. If CLEC submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC. If a Premises is included in CLEC’s forecast between sixty (60) and ninety (90) calendar days prior to submission of

¹ Washington Specific

the Application, and CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of all of the CLEC's equipment..²

8.4.2.4.3 **Unforecasted Applications with Timely Acceptance** – If a Premises is not included in CLEC's forecast at least ninety (90) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment.³

8.4.2.4.4 **Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC's forecast at least ninety (90) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment.⁴

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, ~~the terms and conditions,~~ ordering procedures and intervals for Physical Collocation shall apply.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation▼

8.4.7.4 **Interval** – Pursuant to Section 8.4.7.3.2, the construction interval

² Washington Specific.

³ Washington Specific.

⁴ Washington Specific.

for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation▼

8.4.7.4.2 **Applications with Late Acceptance** -- If CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation▼

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other technically feasible method, used for Direct Connection (as described in Section 8.3.1.11.2. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

8.4.8.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct

Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS-0 level where no new cable racking is required within thirty (30) calendar days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS-0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services ~~ordered in accordance with Section 8.4.1.10~~ coincident with completion of the Collocation.

8.5.3 Billing - Caged and Cageless Physical Collocation

The following language was contained in the letter to Staff sent March 8, 2001 outlining consensus language from other states for Collocation ▼

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule with the CLEC a walk through of the space. During this joint walk through, Qwest will turn over access to the space and provide security access for the Premise. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e. all ordering information). The monthly billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with the CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged

pursuant to Section 8.2.3.7. If Qwest despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with the CLEC within twenty-one (21) calendar days of the RFS, Qwest shall activate the monthly recurring charges.

8.6.2 ~~Caged and Cageless~~ Physical Collocation

8.6.2.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's space.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation Space.

8.6.5 ~~Reserved for Future Use~~ Remote Collocation

~~8.6.5.1 CLEC is responsible for the maintenance and repair of its equipment located within a Remote Premises.~~

10.2 Local Number Portability

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

Number of Lines		Interval
<u>Telephone Numbers</u>		
	<u>To Port</u>	<u>Interval*</u>
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more lines	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more lines	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.6 of the SGAT.

10.2.5.4 LNP Managed Cut: A Managed Cut permits CLEC to select a ~~coordinated~~project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest loop will not be disconnected prior to confirmation that the CLEC loop has been successfully installed.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive Audit of Qwest's use of CLEC's Directory Assistance listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement of Qwest's use of CLEC's Directory Assistance listings in Qwest's Directory Assistance service. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so,

Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct. ~~Within a multi-unit building, duct may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser.~~

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles/Innerduct~~poles/duct/innerduct~~ or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.4 CLEC shall provide access to a map of the requested Poles/Innerduct/ROW~~poles/duct/innerduct/ROW~~ route, including estimated distances between major points, the identification and location of the Poles/Innerduct~~poles/duct/innerduct~~ and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a bona fide request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more ~~intra-~~ intra- Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed sixty (60) calendar days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles/Innerduct~~poles/duct/innerduct~~ or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on Poles/Innerduct~~poles/duct/innerduct~~, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles,

~~innerduct, Poles/Innerduct, conduit/duct/conduit~~ and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready ~~fee~~)-Fee"). When modifications to a Qwest spare ~~duct~~/conduit include the placement of ~~Innerduct, innerduct~~, Qwest or CLEC will install the number of ~~Innerduct/innerduct~~ required to fill the duct/~~conduit~~ to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for ~~Innerduct/duct/innerduct~~ access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or ~~Poles/Innerduct/duct/innerduct~~ on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing ~~Poles/Innerduct/duct/innerduct~~ to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new ~~Poles/Innerduct, poles/duct/innerduct~~, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced ~~Poles/Innerduct, poles/duct/innerduct~~, if necessary. Ownership of new ~~Poles/Innerduct/duct/innerduct~~ shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install ~~Poles/Innerduct, poles/duct/innerduct~~. Qwest reserves the right to reject any non-conforming replacement ~~Pole/Conduit/pole/duct/conduit~~ installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all ~~parties~~Parties including Qwest or its affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally

mandated pole or other facility modification. ~~Qwest does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.~~

10.8.2.10.3 The modifying party or Parties may recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or Parties seeking to recover modification costs from Parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of ~~Poles/Innerduct~~poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the ~~Poles/Innerduct~~poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, ~~Poles/Innerduct~~poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said ~~Poles/Innerduct~~poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said ~~Poles/Innerduct~~poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such ~~non-~~ non-complying conditions are corrected or until CLEC's facilities are removed from the ~~Poles/Innerduct~~poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the

~~Poles/Innerduct~~poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal anya material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of ~~sub-~~ sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.18 If Qwest terminates an Order for cause, or if CLEC terminates an Order without cause, subject to 10.8.4.5, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the ~~Poles/Innerduct~~poles/duct/innerduct within sixty (60) calendar days, or cause Qwest to remove its facilities from the ~~Poles/Innerduct~~poles/ duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any applicable law or in aid of any unlawful act or making an unauthorized modification to Qwest's ~~Poles/Innerduct, poles/duct/innerduct,~~ or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any ~~Poles/Innerduct, conduit~~poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any ~~Poles, Innerduct, conduit~~poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of ~~Poles/Innerduct, conduit~~poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the ~~Poles/Innerduct, conduit~~poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the ~~Poles/Innerduct, conduit,~~poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the ~~Poles/Innerduct, poles/innerduct, duct/~~poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the ~~Poles/Innerduct, conduit~~poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the ~~Poles/Innerduct, conduit~~poles/innerduct, duct/conduit or ROW within this sixty (60) day period.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the ~~Poles/Innerduct~~poles/ouct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from ~~Poles/Innerduct~~poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the ~~Poles/Innerduct~~poles/duct/innerduct shall be made until all outstanding charges

due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the ~~Poles/Innerduct~~poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to ~~Poles/Innerduct~~poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of \$200.00 per Pole or \$200 per innerduct run between two manholes, plus payment as specified in this Section. Qwest shall waive half the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a ~~Poles/Innerduct~~poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, ~~ducts, conduits~~innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW Matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU Matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, ~~Poles and Conduit/Innerduct~~poles and duct/conduit /innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of ~~Poles and Innerduct~~, poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required ~~Make-Ready-Ready~~ work. Separate Field Verification Fees apply for ~~Poles and Manholes~~, poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, ~~Innerduct~~ Duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, ~~Pole Attachment or Innerduct Occupancy~~, pole attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled ~~Poles, Innerduct~~, poles, duct/innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW Matrix, the MDU Matrix and a copy of all publicly recorded agreements listed in those Matrices to the CLEC within ten (10) days of the request. ~~If the agreement contains any type of confidentiality provision or any type of restriction on disclosure of information,~~ Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if and only if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of either the Consent to Disclosure form ~~, or the Consent Regarding Access Agreement form, both of which~~ is/are included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles ~~Ducts~~ Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the Inquiry results and

determine whether to proceed with field verification for ~~Poles/Ducts~~poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for ~~Poles, Innerduct~~poles, duct/innerduct or ROW: (a) in the case of ~~Poles or Duct~~poles or innerduct/duct/conduit, a field survey and site investigation of the ~~Poles or Duct~~poles or innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing ~~Poles/Innerduct~~poles/innerduct/duct/conduit; identification of Make-Ready costs required to provide ~~Innerduct~~space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of ~~Poles or Innerduct~~poles or duct/innerduct, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be provided on Attachment 2 of Exhibit D and shall be completed according to the schedule in Exhibit D at paragraph 2.2. The Attachment 2 quotation shall be valid for ninety (90) calendar days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available ~~Duct/Innerduct~~duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and ~~Ducts~~Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when ~~Poles/Innerduct~~poles/duct/innerduct are ready.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for Poles, Ducts/poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) calendar days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for Poles/Innerduct (i.e., Pole Attachment Fee and Innerduct Occupancy Fee)~~poles/duct/innerduct (i.e., pole attachment fee and duct/nnerduct occupancy fee)~~ will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for Poles/Innerduct~~poles/duct/innerduct~~ will be assessed as of January 1 of each year. Semi-annual usage fees for Poles/Innerduct~~poles/duct/innerduct~~ will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct~~poles/duct/innerduct~~.