

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest  
Corporation for Arbitration with Eschelon  
Telecom, Inc. Pursuant to 47 U.S.C. Section  
252 of the Federal Telecommunications Act of  
1996**

**Docket No. UT-063061**

**EXHIBIT BJJ-39**

**TO THE**

**SURREBUTTAL TESTIMONY OF BONNIE J. JOHNSON**

**ON BEHALF OF ESCHELON TELECOM, INC.**

**APRIL 3, 2007**

**ARBITRATED AGREEMENT FOR  
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK  
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS  
SERVICES PROVIDED BY**

**QWEST CORPORATION**

**FOR**

**COVAD COMMUNICATIONS COMPANY**

**IN THE STATE OF WASHINGTON**

## 12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, Point of Interface or such other test points as are identified in this Agreement or applicable Qwest publications. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is found to be on Qwest's side of the Demarcation Point, Qwest will credit CLEC a Maintenance of Service charge or CLEC's actual costs, whichever is less, pursuant to Section 12.3.4.4. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC's request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the repeat Trouble Report submitted within the time frame as set forth in Section 12.3.4.4 for the same line or circuit, Maintenance of Service charges shall not apply.

12.3.4.4 Where Qwest has billed CLEC for Maintenance of Service charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Service charge from CLEC's account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Service charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

- the repeat Trouble Report(s) is the same trouble as the prior Trouble Report (Repeat Trouble) as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and
- the Repeat Trouble is reported within three (3) business days of the prior trouble ticket closure; and
- the Repeat Trouble has been found to be in facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

- CLEC has provided the circuit specific test results on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form (If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable); and
- CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

#### 8.2.1.22.3.14 Required documentation:

8.2.1.22.3.14.1 Transfer of Responsibility Application Form.

8.2.1.22.3.14.2. Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits), along with the Transfer of Responsibility Application, representing to Qwest that all of its end-users and service customers have been properly notified (refer to section 2.14.4). An exception is if the CLEC has a waiver from the FCC, which would then need to be included with the Transfer of Responsibility request.

8.2.1.22.3.14.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (as provided by Qwest) for the transfer of the Collocation site.

8.2.1.22.3.14.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet and submit it along with the Transfer of Responsibility Application.

8.2.1.22.3.14.5 If Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility must submit a Letter of Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that is the subject matter of the Transfer of Responsibility Application.

8.2.1.22.3.14.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own contiguous and non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to

use for the connection. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any end users premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF:

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

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

**8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Regeneration may be required, depending on the distance parameters of the combination.<sup>1</sup>**

8.2.1.23.1.5 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all

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<sup>1</sup> Ordered by the Washington Commission in Docket No. UT-043045, Order No. 04, (¶ 83).

forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest end users. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest Cross Connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar Days. CLEC must pay all associated conversion charges.

8.2.1.27.1 Qwest will maintain and repair the POTS splitter shelf assembly. If CLEC has Physical Caged or Cageless collocation, CLEC will have the option to perform maintenance and repair of the POTS splitter cards. Election of this option requires CLEC to perform all maintenance associated with the splitter cards including troubleshooting, repair and replacement of cards. CLEC will also be responsible to supply and inventory spare cards including adding new cards to provision un-carded splitter shelf slots. Election of splitter cards maintenance requires CLEC to maintain the splitter cards in all of its common area splitter collocation sites in Qwest's 14 state operating territory. If Qwest maintains the splitter cards, CLEC will not be permitted to remove or replace splitter cards and will only be allowed access for the purposes of troubleshooting and assisting in the isolation of reported troubles to the splitter cards or to add additional card capacity to an existing shelf. Splitter shelves and associated cabling will continue to be installed and maintained by Qwest; such charges are detailed in the Line Sharing section of Exhibit A.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with CLEC employees or CLEC-selected contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate,

frames, and cable racking, and also outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use



8.3.1.3.5 Where CLEC disputes in good faith the accuracy or validity of a quote provided by Qwest, CLEC shall not be required to pay any charges incurred by Qwest prior to delivery of the quote if the CLEC determines that it will not accept the quote.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Usage Charge contains two components: (i) the capacity of the power plant available for CLEC's use, and (ii) the DC power used. The -48 Volt DC Power Usage Charge is specified in Exhibit A and applies to the quantity of -48 volt capacity specified by CLEC in its order. The minimum initial DC power order is twenty (20) amps. CLEC may, thereafter, augment or reduce DC power in increments of one (1) amp beyond the initial twenty (20) amp minimum, but CLEC may not reduce DC power below the twenty (20) amp minimum.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

**8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration.<sup>2</sup> Channel Regeneration will not be charged separately for Interconnection between a**

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<sup>2</sup> Ordered by the Washington Commission in Docket No. UT-043045, Order No. 04, (¶ 85).

**Collocation space and Qwest's network or between non-contiguous Collocation spaces of the same CLEC.<sup>3</sup> Cable distance limitations are addressed in ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".**

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point. Qwest will charge CLEC for ITPs pursuant to Exhibit A.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

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<sup>3</sup> Ordered by the Washington Commission in Docket No. UT-043045, Order No. 04, (¶ 84) and Order No. 06 (¶93).