

**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 DD-28

TO THE

SURREBUTTAL TESTIMONY OF DOUGLAS DENNEY

ON BEHALF OF ESCHELON TELECOM, INC.

APRIL 3, 2007

BEFORE THE WASHINGTON AND UTILITIES TRANSPORTATION COMMISSION

**IN THE MATTER OF THE CONTINUED)
COSTING AND PRICING OF UNBUNDLED)
NETWORK ELEMENTS, TRANSPORT,)
TERMINATIONS AND RESALE)**

Docket No. UT-003013

Part D

DIRECT TESTIMONY

OF

ROBERT F. KENNEDY

QWEST CORPORATION

NOVEMBER 7, 2001

1 equipment for up to 1 year, circuit switched equipment for up to 3 years, or power plants
2 for up to 5 years.

3 **Q. WHAT RATE ELEMENTS ARE BEING INTRODUCED FOR COLLOCATION**
4 **SPACE OPTION?**

5 A. Two rates are being introduced. The first is a recurring rate known as Space Option Fee.
6 The Space Option Fee is based on the amount of space being optioned on per-month and
7 per-square foot basis. The Space Option Fee is a charge that was agreed to in the 271
8 workshops. As such, there is no cost study that supports that charge. The second charge is a
9 nonrecurring charge known as Space Option Administration Fee. The Space Option
10 Administration Fee is intended to recover the cost of processing the application, feasibility,
11 common space engineering, records management, and administration of the right of first
12 refusal process.

13 **V. UNBUNDLED NETWORK ELEMENTS ("UNES")**

14 **A. UNBUNDLED LOOPS**

15 **Q. WHAT NONRECURRING INSTALLATION CHARGES ASSOCIATED WITH**
16 **UNBUNDLED LOOPS ARE ADDRESSED IN YOUR TESTIMONY?**

17 A. Qwest is addressing two new nonrecurring loop installation charges for loops. The first
18 charge applies only to DS0 loops and is known as Coordinated Installation without

1 **Q. PLEASE SUMMARIZE THE UDF CHARGES THAT QWEST IS INTRODUCING**
2 **IN THIS COST PROCEEDING.**

3 A. Qwest is introducing charges for Single Strand Increments for all unbundled dark fiber rate
4 elements filed on a per-pair basis in Part B of this docket (i.e. fiber loop, transport, cross
5 connect and termination). Qwest is also introducing nonrecurring charges for field
6 verification-engineering and dark fiber splice.

7 **Q. PLEASE DESCRIBE FIELD VERIFICATION - ENGINEERING.**

8 A. Field Verification – Engineering is a step in the Field Verification/Quote Preparation
9 (FV/QP) process that identifies additional engineering record searches for splice locations
10 and splicing availability. This rate is charged upfront but deducted from the FV/QP when a
11 single splice is available and the CLEC requests Qwest to move forward with the process.

12 **Q. PLEASE DESCRIBE DARK FIBER SPLICE.**

13 A. Qwest will accommodate a CLEC's request for access to a Qwest fiber UNE-loop or
14 subloop. In doing so, Qwest will provide a fiber stub from an accessible splice point when
15 unspliced fiber (non-ribbon) is available. If space permits, the CLEC may use this fiber
16 stub for making its fiber splice. A nonrecurring charge applies for Dark Fiber Splice.

17 **J. MISCELLANEOUS NONRECURRING CHARGES**

18 **Q. GENERALLY DESCRIBE THE NATURE OF THE ACTIVITIES FOR WHICH**
19 **MISCELLANEOUS NONRECURRING CHARGES WOULD APPLY.**

1 A. Miscellaneous nonrecurring charges are intended to cover additional engineering, labor and
2 testing when incurred by Qwest. Miscellaneous charges may be assessed when at the
3 direction of a CLEC, work activity is requested that is not part of the nonrecurring charges
4 normally associated with a product.

5 **Q. PLEASE PROVIDE A LIST OF THE MISCELLANEOUS NONRECURRING**
6 **CHARGES?**

- 7 A. Additional Engineering - Basic (per 1/2 Hour)
8 Additional Engineering - Overtime (per 1/2 Hour)
9 Additional Labor Installation -Overtime (per 1/2 Hour)
10 Additional Labor Installation - Premium (per 1/2 Hour)
11 Additional Labor Other - Basic (per 1/2 Hour)
12 Additional Labor Other - Overtime (per 1/2 Hour)
13 Additional Labor Other - Premium (per 1/2 Hour)
14 Testing and Maintenance - Basic (per 1/2 Hour)
15 Testing and Maintenance - Overtime (per 1/2 Hour)
16 Testing and Maintenance - Premium (per 1/2 Hour)
17 Maintenance of Service - Basic (per 1/2 Hour)
18 Maintenance of Service - Overtime (per 1/2 Hour)
19 Maintenance of Service - Premium (per 1/2 Hour)
20 Additional Coop Acceptance Test - Basic (per 1/2 Hour)
21 Additional Coop Acceptance Test - Overtime (per 1/2 Hour)
22 Additional Coop Acceptance Test - Premium (per 1/2 Hour)

- 1 Nonscheduled Coop Test - Basic (per 1/2 Hour)
- 2 Nonscheduled Coop Test - Overtime (per 1/2 Hour)
- 3 Nonscheduled Coop Test - Premium (per 1/2 Hour)
- 4 Nonscheduled Manual Test - Basic (per 1/2 Hour)
- 5 Nonscheduled Manual Test - Overtime (per 1/2 Hour)
- 6 Nonscheduled Manual Test - Premium (per 1/2 Hour)
- 7 Cooperative Scheduled Test - LOSS (per Month)
- 8 Coop Scheduled Test-C - Message Noise (per Month)
- 9 Coop Scheduled Test-Balance (per Month)
- 10 Coop Scheduled Test - Gain Slope (per Month)
- 11 Coop Scheduled Test-C - Notched Noise (per Month)
- 12 Manual Scheduled Test - Loss
- 13 Manual Scheduled Test-C - Message Noise (per Month)
- 14 Manual Scheduled Test-Balance (per Month)
- 15 Manual Scheduled Test-Gain Slope (per Month)
- 16 Manual Scheduled Test-C - Notched Noise (per Month)

17 **Q. UNDER WHAT CIRCUMSTANCES WOULD QWEST CHARGE THE**
18 **OVERTIME AND PREMIUM CHARGES DESCRIBED ABOVE?**

- 19 A. Generally, overtime charges will apply when the CLEC requests that work be performed by
20 Qwest technicians before 8:00 a.m., after 5:00 p.m., or on a Saturday. Generally, premium
21 charges will apply when the CLEC requests that work be performed by Qwest technicians
22 on a Sunday or Holidays. The application of Overtime and Premium charges may vary
23 somewhat depending upon the terms of the particular interconnection agreement. Premium

1 charges also apply to the 50th or greater hour worked by a technician in a given work
2 week.

3 **Q. DOES QWEST PROPOSE OTHER MISCELLANEOUS ELEMENTS IN**
4 **ADDITION TO THOSE ADDRESSED IN THIS PROCEEDING?**

5 A. Yes. Qwest proposes to introduce an additional dispatch charge, date change and design
6 change elements in this cost proceeding

7 **Q. PLEASE DESCRIBE WHEN A NONRECURRING CHARGE WOULD APPLY**
8 **FOR ADDITIONAL DISPATCH.**

9 A. A nonrecurring charge would apply when, at the request of the CLEC, a Qwest technician
10 is dispatched an additional time to a CLEC designated location.

11 **Q. PLEASE DESCRIBE WHEN A NONRECURRING CHARGE WOULD APPLY**
12 **FOR A DATE CHANGE.**

13 A. A date change nonrecurring charge would apply when the CLEC changes a previously
14 established due date for service. Such a change necessitates the issuance of a new service
15 order.

16 **Q. PLEASE DESCRIBE WHEN AN INDIVIDUAL NONRECURRING CHARGE**
17 **WOULD APPLY FOR DESIGN CHANGE.**

18 A. A nonrecurring charge would apply when a design change occurs that requires an
19 engineer's review. Such design changes may include a change of end user premises, the

1 addition or deletion of optional features or functions, or a change in the type of transport
2 termination.

3 **Q. PLEASE DESCRIBE WHEN A MISCELLANEOUS NONRECURRING CHARGE**
4 **WOULD APPLY FOR TROUBLE ISOLATION.**

5 A. Qwest will bill appropriate Maintenance of Service charges as set forth in Exhibit TKM-28
6 for dispatched work done by Qwest where the trouble is found to be on the end user's side
7 of the NID or the trouble is found to be in the CLEC's portion of the network.

8 Miscellaneous charges may also be assessed when the CLEC authorizes Qwest to repair the
9 trouble on the CLEC's behalf. Qwest will charge the CLEC the appropriate Additional
10 Labor Charges from this list of miscellaneous charges in addition to the Maintenance of
11 Service charge.

12 **Q. HOW DOES QWEST PROPOSE TO CHARGE FOR EXPEDITES AND**
13 **CANCELLATIONS?**

14 A. Qwest proposes to develop charges for expedite and cancellations on an ICB. The ICB
15 pricing process will be based upon the critical dates, with terms and conditions consistent
16 with the Washington Access Tariff, Section 5.2.3, and the applicable nonrecurring charges
17 referenced in the CLEC's agreement.