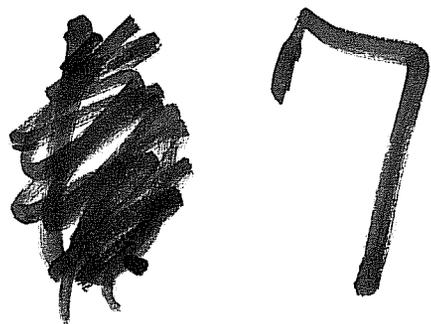


Attachment



Part of

Attachment

of ~~center~~

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION)
INTO QWEST CORPORATION'S)
COMPLIANCE WITH SECTION 271 (C) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

DOCKET-TC 01-_____

QWEST CORPORATION'S

AFFIDAVIT

OF

KAREN A. STEWART

EMERGING SERVICES

OCTOBER 24, 2001

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9

I	EXECUTIVE SUMMARY.....	1
II	LINE SHARING.....	3
III	SUBLOOPS.....	16
IV	DARK FIBER.....	26
V	PACKET SWITCHING.....	36
VI	SUMMARY AND CONCLUSION.....	40

AFFIDAVIT
OF
KAREN A. STEWART
FOR
EMERGING SERVICES

Karen A. Stewart states as follows:

My name is Karen A. Stewart. I am a Senior Staff Advocate, Policy and Law for Qwest Corporation ("Qwest"). My office is located at 421 SW Oak Street, Portland, Oregon. I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties. Exhibit KAS-ES-1 contains my qualification summary.

I. EXECUTIVE SUMMARY

Qwest's emerging service obligations are the result of the FCC's Third Interconnection Order in CC Docket No. 96-98¹ and the Line Sharing Order in CC Docket Nos. 98-147 and 96-98.² The Line Sharing Order, as its name implies, added a

¹ Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Interconnection Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, (rel. Nov. 5, 1999) ("UNE Remand Order").

² Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 Fourth Report and Order in CC Docket No. 96-98, CC Docket Nos. 98-147

1 requirement for line sharing and the UNE Remand Order added requirements for
2 subloop unbundling, access to dark fiber, and limited access to unbundled packet
3 switching.

4 Qwest has a concrete legal obligation to provide these elements through its
5 revised South Dakota Statement of Generally Available Terms and Conditions ("SGAT")
6 and various interconnection agreements. I demonstrate that Qwest has a concrete and
7 specific legal obligation, consistent with all FCC requirements, to provide access to
8 emerging services, i.e., line sharing, subloop unbundling, dark fiber, and packet
9 switching. The revised South Dakota SGAT attached to this petition has been updated
10 to incorporate language agreed to in other 271 emerging services workshops to address
11 concerns raised in those workshops.

12 I also demonstrate that Qwest stands ready to provide CLECs access to these
13 elements in the quantities that CLECs may reasonably be expected to order. Qwest
14 also has processes in place to make access to each of these elements available to
15 CLECs upon request and has developed Performance Indicator Definitions ("PIDs") so
16 CLECs and the Commission can assess how well Qwest is making access to UNEs
17 available. Qwest's processes and procedures for provisioning these elements are being
18 completely evaluated during the ROC OSS testing.

19 Qwest stands ready to provide access to these elements in a non-discriminatory
20 manner to CLECs in quantities that competitors may reasonably demand. As of August

1 31, 2001, Qwest did not have any South Dakota demand for line sharing, subloops,
2 unbundled dark fiber and unbundled packet switching.

3 **II. LINE SHARING**

4 Qwest offers non-discriminatory access to the high-frequency portion of the local
5 loop ("HFPL"), commonly called line sharing, in accordance with the FCC's rules.³ The
6 FCC defines HFPL as "the frequency range above the voiceband on a copper loop
7 facility that is being used to carry analog circuit-switched voiceband transmissions."⁴ In
8 the *Line Sharing Reconsideration Order*, the FCC clarified that the requirement to
9 provide access to the HFPL applies to the entire loop, even where the incumbent LEC
10 has "deployed fiber in the loop, e.g., where the loop is served by a remote terminal."⁵
11 This requirement means that the incumbent LEC must make access to line sharing
12 available at a remote terminal, as well as at a central office.

13 Consistent with the FCC's rules, Qwest offers requesting carriers unbundled
14 access to the high frequency portion of those loops on which Qwest provides the voice

³ 47 C.F.R. § 51.319(h)(1)-(4); see also *Line Sharing Order*, *per. for rehearing pending sub nom.*, *USTA v. FCC*, D.C. Cir. No. 00-102 (filed Jan. 18, 2000); See *Deployment of Wireline Services Offering Advanced Telecommunications Capabilities and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Order on Reconsideration, CC Docket No. 98-147; *Fourth Report and Order and Order on Reconsideration*, CC Docket No. 96-98; *Third Further Notice of Proposed Rulemaking*, CC Docket No. 98-147; *Sixth Further Notice of Proposed Rulemaking*, CC Docket No. 96-98, FCC 01-26, 16 FCC Red 2101 (rel. Jan. 19, 2001) ("*Line Sharing Reconsideration Order*").

⁴ See 47 C.F.R. § 51.319(h)(1).

⁵ *Line Sharing Reconsideration Order*, ¶ 10. See also 47 C.F.R. § 51.319(h)(6).

1 service to end users.⁶ Line sharing is available from Qwest in South Dakota under
2 Qwest's SGAT and pursuant to interconnection agreements with numerous CLECs.
3 Specifically, Section 9.4 of the SGAT provides the terms and conditions under which
4 Qwest provides line sharing.⁷

5 **A. Line Sharing Arrangements.** Shortly after the release of the *Line*
6 *Sharing Order*, Qwest and approximately 30 interested CLECs negotiated an interim
7 business arrangement to govern the deployment of line sharing in 13 of Qwest's 14
8 states, including South Dakota.⁸ The agreement, signed on April 24, 2000, to promptly
9 satisfy the requirements outlined by the FCC, included provisioning and maintenance
10 processes and interim rates associated with the line sharing elements. See Exhibit
11 KAS-ES-2 for a copy of the Interim Line Sharing Agreement.

12 As part of the interim arrangement, CLECs prioritized the Qwest central offices
13 that would first be deployed with line sharing bays, equipment and cabling. The CLECs
14 developed a list of 349 central offices across the 13 states covered by the interim
15 business arrangement in which Qwest agreed to install, on a staggered basis, the
16 equipment and facilities needed to support line sharing. The initial groups of central
17 offices were equipped for line sharing by May 15, 2000, and, by July 31, 2000, Qwest

⁶ This criteria only defines line sharing; it does not prohibit line splitting, which is described below. See SGAT § 9.4.1.

⁷ See, generally, SGAT § 9.4.

⁸ In Minnesota, Qwest had already implemented line sharing as required by a Minnesota Public Utilities Commission order issued in December 1999. See *In re Practices of Incumbent Local Exchange Companies*, Docket No. P-999/C-69-678 (Minn. P.U.C. Dec. 3, 1999).

1 had equipped all 349 central offices prioritized by the CLECs. At the request of the
2 CLECs, the list of prioritized central offices is confidential. In South Dakota, three of
3 Qwest's central offices were included in the prioritized list.

4 Final Line Sharing Arrangements. Since then, Qwest has continued negotiating
5 final pricing arrangements to replace the interim pricing. Four CLECs - North Point,
6 New Edge Networks, Contact Communications and MultiBand - signed the final line
7 sharing agreement with Qwest on December 22, 2000.⁹ The other carriers are still
8 operating under the interim agreement and Qwest's SGAT terms and conditions.
9 Exhibit KAS-ES-3 contains a copy of the final line sharing agreement.

10 Qwest's Track Record in Implementing Line Sharing. Because the Minnesota
11 PUC had ordered Qwest to offer line sharing in December 1999, Qwest conducted a
12 trial program to test line sharing in January 2000 in three Minnesota central offices.
13 Since that trial program, Qwest has met numerous times with the LECs in collaborative
14 sessions. At times, the line sharing teams met weekly.

15 As a result, Qwest's methods and procedures for provisioning line sharing were
16 developed with input from CLECs. Qwest worked cooperatively with CLECs to identify
17 and resolve technical and operational issues associated with line sharing. As the
18 implementation of line sharing progressed, Qwest and the LECs established problem-
19 solving groups to resolve issues as they arose.

⁹ These terms and conditions are considered to be an amendment to the LECs interconnection agreement with Qwest.

1 Qwest has benefited from the knowledge it gained from its discussions with
2 CLECs and has applied that information to improve its processes. Accordingly, Qwest
3 now has developed methods and procedures for ordering, provisioning and maintaining
4 line sharing. As with all methods and procedures, Qwest will continue to update the line
5 sharing methods and procedures to reflect any modifications to existing procedures.

6 **B. Ordering, Provisioning and Maintenance.** To order a shared
7 loop, a CLEC must have a POTS splitter installed in the Qwest wire center that serves
8 the end user. The POTS splitter separates the voice and data traffic and allows the
9 copper loop to be used for simultaneous voice and data transmission. The POTS
10 splitter can be located in either the CLEC collocation space or in the common area
11 splitter collocation space. In a shared loop arrangement, the POTS service is provided
12 by Qwest while the HFPL is provided by the CLEC.

13 In addition, the end user must have dial tone originating from a Qwest switch in
14 that wire center.¹⁰ The CLEC must provide the end user with, and is responsible for, the
15 installation of any equipment necessary for the end user to receive separate voice and
16 data service across a single copper loop.¹¹

17 CLECs may use shared loop to provide any xDSL services that are compatible
18 with Qwest's POTS service. Such services that currently are presumed to meet the
19 standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In

¹⁰ See SGAT § 9.4.2.1.1.

¹¹ *Id.*

1 the future, additional services may be used by CLECs, to the extent those services are
2 deemed acceptable for line sharing deployment under applicable FCC rules.¹²

3 Prior to submitting orders for line sharing, a CLEC must be collocated in Qwest's
4 central offices. If the CLEC does not have an existing collocation arrangement in the
5 central office in which it wants to utilize line sharing, it must submit an initial collocation
6 order.¹³ If the CLEC has an existing collocation arrangement, it must have its
7 arrangement modified or augmented to enable it to engage in line sharing.

8 CLECs May Opt to Install and Maintain Their POTS Splitters Qwest offers
9 CLECs two arrangements for line sharing pursuant to its interconnection agreements
10 and its SGAT. The first arrangement provides CLECs with the ability to install, own and
11 maintain the POTS splitter in the CLEC's own collocation arrangement.¹⁴

12 Once the POTS splitter has been installed by the CLEC, two Interconnection Tie
13 Pairs ("ITPs") and two Tie cables are needed to connect the splitter to the Qwest
14 network.¹⁵ One ITP carries both voice and data traffic from the COSMIC[®] MDP loop
15 termination to an appropriate interconnection distribution frame ("ICDF"). From this
16 frame, one Tie cable carries both voice and data traffic to the POTS splitter located in
17 the CLEC collocation space. The voice and data are separated at the POTS splitter.

12 See SGAT § 9.4.2.1.3.

13 See SGAT § 9.4.2.2.1.

14 See SGAT § 9.4.2.2. The splitter separates the high frequency portion of the loop, which carries data traffic, from the low frequency portion of the loop, which carries voice traffic.

15 See SGAT § 9.4.2.2.3.

1 The data traffic is connected to the CLEC's network within its collocation area. The
2 voice traffic is carried to the switch port termination, via the ICDF, using the second Tie
3 cable and the second ITP. As requested by CLECs, Qwest will install new Tie cables or
4 reclassify existing ITP cables, re-stencil framing and perform related work to
5 accommodate line sharing.¹⁶ To connect their POTS splitter to the Qwest network,
6 CLECs may choose to use either the ICDF or a direct connection between the POTS
7 splitter and the COSMIC[®]/MDF.¹⁷ See Exhibit KAS-ES-4 for a diagram illustrating the
8 placement of a line splitter in the CLEC's collocation area.

9 CLECs May Opt to Have Qwest Install and Maintain the CLEC-Owned POTS
10 Splitters. In the second arrangement, a CLEC-owned splitter is located in Qwest's
11 central office space and is maintained by Qwest. CLECs may either buy POTS splitters
12 of their choosing or have Qwest purchase POTS splitters on their behalf subject to full
13 reimbursement. Any CLECs that elect to have Qwest purchase POTS splitters on their
14 behalf will lease those splitters to Qwest at no cost, and Qwest will install and maintain
15 the splitters.

16 In this second arrangement, the POTS splitters will be installed in Qwest wire
17 centers in one of the following locations: (a) in a relay rack as close to the CLEC's DS-O
18 termination points as possible; (b) on an intermediate distribution frame to the extent
19 such a frame is available; or (c) where options (a) and (b) are not available due to
20 physical space limitations in the wire centers, or in wire centers with network access line

¹⁶ See SGAT § 9.4.2.2.2.

¹⁷ See SGAT § 9.4.2.2.4.

1 counts of less than 10,000, on the main distribution frame or in some other appropriate
2 location such as an existing Qwest relay rack or bay.¹⁸ Qwest also may co-mingle the
3 POTS splitter shelves of different telecommunications carriers in a single relay rack or
4 bay or, in the case of the option (c) above, Qwest may co-mingle the POTS splitter
5 shelves with Qwest miscellaneous equipment. Applications for installation of POTS
6 splitters will be processed under the terms for collocation.¹⁹ See Exhibit KAS-ES-5 for a
7 diagram illustrating this installation arrangement.

8 Line Sharing Over Digital Loop Carrier Facilities. Line sharing is also available to
9 CLECs that seek to serve customers whose lines are partially fiber and are served by
10 digital loop carrier ("DLC") facilities. Loops equipped with DLC are fiber between the
11 central office and the remote terminal, and copper from the remote terminal to the
12 customer's premises. In order to provide xDSL service, which is a copper-based
13 technology, in a line sharing arrangement to customers served by DLC, the CLEC must
14 obtain access to the copper subloop portion (i.e., the final leg) of the loop. CLECs
15 seeking to serve customers with DLC on their lines have three provisioning options
16 available to them. First, pursuant to Qwest's remote collocation offering, a CLEC may
17 collocate either in or adjacent to the remote terminal and interconnect at the feeder
18 distribution interface to access the copper portion of the loop. At that point the CLEC
19 may place its data signal on top of Qwest's voice signal in a line sharing arrangement to

¹⁸ See SGAT § 9.4.2.3.1.

¹⁹ See SGAT § 9.4.4.2 (common area splitter collocation) and Affidavit of Margaret Bumgarner regarding Checklist Item 1 - Collocation, filed with the 271 Application, for further details.

1 serve the customer. To transport its data signal back to the central office from the
2 remote terminal, the CLEC can purchase unbundled dark fiber, where it is available,
3 between the remote terminal and the central office and equip that fiber with its own
4 electronics.

5 The second option is a variation of the first one except that the CLEC can
6 purchase a high speed transmission path from Qwest (*i.e.*, a feeder facility - either a
7 DS-1 or DS-3) as either an unbundled network element or a service between the remote
8 terminal and the central office to transport its data signal between these two points.

9 Under the third option, Qwest provides CLECs with "line and station transfers."
10 In this arrangement, Qwest moves or switches a customer whose line is equipped with
11 DLC to a full (*i.e.*, from the central office to the customer premises) copper loop,
12 provided that the length of the full copper loop would not result in a significant
13 degradation of the voice service. This enables the CLEC to provision its xDSL service
14 over the entire length of the loop.

15 Process for Submitting Orders. To support line sharing, Qwest's standard
16 ordering and provisioning processes have been significantly modified to reflect the fact
17 that both Qwest and a CLEC are now serving one end user. The presence of two
18 carriers for one end user has a substantial effect on the OSS facility inventory, ordering,
19 provisioning and maintenance processes. First, Qwest's inventory systems were
20 modified to allow Qwest to inventory CLEC-owned splitter locations, shell numbers and
21 ports. Second, the ordering and provisioning systems were modified so that they can
22 now recognize line sharing information on CLEC orders. Further, Qwest modified many

1 of these systems so that they are now capable of retaining CLEC-specific and end user-
2 specific records and of correlating the records.

3 Once the collocation work is completed for a CLEC choosing the virtual
4 collocation option, CLECs can begin submitting orders for line sharing on qualified loops
5 in that central office. CLECs may submit Local Service Requests ("LSRs") for line
6 sharing electronically through either of the ordering interfaces Qwest provides – the
7 Web GUI or the application-to-application EDI interface. Once Qwest receives the
8 CLEC's LSR, Qwest representatives use that LSR to generate two service orders – one
9 wholesale and one retail – and enter both orders into Qwest's service order processing
10 systems. The establishment of a retail service order is necessary to ensure that the end
11 user's retail record is updated to reflect that a line sharing arrangement is in place. The
12 wholesale service order is initiated for provisioning and billing purposes and will also
13 provide Qwest's maintenance organizations with the necessary record updates. Once
14 the two service orders move from the service order processing system into Qwest's
15 back-end provisioning systems, they proceed through the back-end systems in much
16 the same way as other service orders.

17 Provisioning. Basic installation "lift and lay" procedures are used for all line
18 sharing orders. Under this method, the Qwest technician "lifts" the loop from its current
19 termination in a Qwest wire center and "lays" it on a new termination connecting it to the
20 CLEC's collocated equipment in the same central office. Exhibit KAS-ES-6 contains a
21 central office "job aid" that is placed in each central office where CLEC POTS splitters
22 are installed. This job aid assists the central office technician in consistently following

1 process guidelines when installing and repairing line sharing arrangements. Once a
2 POTS splitter has been installed in a central office, Qwest will provision a shared loop
3 within the same standard interval as xDSL loops. See Exhibit KAS-ES-7 for a
4 description of the line sharing provisioning flow and task list.

5 As part of the standard provisioning process for Line Sharing, Qwest will perform
6 an electrical fault test on the data side of the POTS splitter. Due to the limited amount
7 of available testing equipment, the testing will initially occur in specific Central Offices.
8 Testing equipment is being deployed in accordance with priorities provided by CLEC
9 input. Qwest makes available to CLECs a copy of Qwest's deployment schedule (that
10 outlines the deployment order and target deployment schedule by Central Office) on the
11 wholesale web site. Estimates from Qwest's equipment manufacturer indicate that all
12 Qwest Central Offices that currently have CLEC splitters placed via a Common Area
13 Splitter Collocation could be equipped with this technology by early December 2001.

14 In response to CLEC requests, Qwest has agreed to reduce the standard interval
15 for 1 to 24 lines from five business days to three business days. The interval for
16 Qwest's own retail DSL service is 10 business days. Other standard installation
17 intervals for line sharing are as follows:

<u>Number of Lines</u>	<u>Installation Interval (No Loop Conditioning Required)</u>	<u>Installation Interval (Loop Conditioning Required)²⁰</u>
1 to 8	3 business days	15 business days
9 to 16	3 business days	ICB
17-24	3 business days	ICB
25 +	ICB	ICB

1
2 Maintenance and Repair. Qwest is responsible for repairing both the voice
3 services provided over line sharing and the physical line between the network interface
4 device at the end user premises and the point of demarcation in the Qwest central
5 office. Qwest is also responsible for inside wiring at the end user premises in
6 accordance with the terms of any inside wire maintenance agreements between Qwest
7 and the end user. See Exhibit KAS-ES-8 for a copy of the line sharing maintenance
8 process flow and task list functions.

9 In addition, the CLEC has access to line sharing at the point where the combined
10 voice and data loop is cross-connected to the POTS splitter. The CLEC is responsible
11 for repairing data services provided on line sharing arrangements. Qwest and the
12 CLEC are responsible for maintaining their own equipment. The entity that controls the
13 POTS splitter is responsible for its repair and maintenance.

14 Qwest has also developed procedures for handling interruptions to the
15 customer's service. If an end user reports trouble with his voice service that may be
16 related to the use of line sharing for data services, Qwest and the CLEC will work
17 together with the end user to solve the problem. Qwest will not disconnect the data

²⁰ For a discussion of the loop conditioning process, see the Affidavit of Jean M.

1 service provided to an end user via line sharing without the written permission of the
2 CLEC unless the end user's voice service is so degraded that the end user cannot
3 originate or receive voice telephone calls.

4 Performance. Qwest, along with interested CLECs through the ROC workshops
5 and the Technical Advisory Group ("TAG"), has identified which performance
6 measurements are used for access to shared loops (line sharing). The following
7 measurements apply specifically for shared loops:

- 8 • OP-3: Installation commitments met.
- 9 • OP-4: Installation interval.
- 10 • OP-5: New service installation without trouble report for 30 days
11 after installation.
- 12 • OP-6: Delayed days.
- 13 • OP-15: Interval for pending orders delayed past due date.
- 14 • MR-3: Out of Service Cleared Within 24 Hours.
- 15 • MR-4: Out of Service Cleared Within 48 Hours.
- 16 • MR-6: Mean time to restore.
- 17 • MR-7: Repair repeat report rate.
- 18 • MR-8: Trouble rate.

19
20 The definitions for each performance indicator can be found in the Affidavit of Mr.
21 Michael G. Williams in Exhibit MGW-PERF-6. In addition, where appropriate, line
22 sharing performance results are included in the pre-ordering, ordering and billing

1 measurements. These measurements produce results that aggregate unbundled
2 network elements service orders submitted via IMA or EDI.

3 As of August 31, 2001, Qwest had not received any orders for line sharing in
4 South Dakota. When data becomes available for South Dakota, it can be found on the
5 following web-site: www.qwest.com/wholesale/results. However, Qwest's processes
6 and performance for line sharing are being evaluated in the ROC Third Party Test
7 (3PT).

8 Although Qwest has not yet received any orders for line sharing in South Dakota,
9 Qwest stands ready to provide access to line sharing in a non-discriminatory manner to
10 CLECs in quantities that competitors may reasonably demand. In fact, as previously
11 mentioned, by July 31, 2000, Qwest had equipped three central offices in South Dakota
12 based on the initial interim line sharing forecasted demand.

13 Moreover, for the past four months for which regional performance data is
14 available – May through August 2001 – Qwest met 97% of its installation commitments
15 in the 14-state region.²¹ These installations have been reliable, as more than 97.5% of
16 May through August 2001 orders did not produce a trouble report within 30 days of the

²¹ Qwest Performance Results, Regional, October 2, 2001 at pp. 42 (OP-3A), 46 (OP-3B), 50 (OP-3C) ("Regional Performance Results"). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

1 installation.²² Further, the average installation interval for the past four months was 2.85
2 days.²³

3 **III. SUBLOOPS**

4 In the UNE Remand Order, the FCC identified the subloop as a new unbundled
5 network element that must be unbundled in both the loop plant and interoffice
6 facilities.²⁴ The FCC's unbundling requirements went into effect for dark fiber on May
7 17, 2000.²⁵ Qwest accordingly modified its SGAT to include a legally binding obligation
8 to provide unbundled access to the subloop.

9 The FCC has defined the subloop element as any portion of the loop that it is
10 technically feasible to access at terminals in the ILEC's outside plant, including inside
11 wire.²⁶ An accessible terminal is a point on the loop where technicians can access the
12 wire or fiber within the cable without removing a splice case to reach the wire or fiber
13 within. Such points may include, but are not limited to, the pole, pedestal, network
14 interface device, minimum point of entry, single point of interconnection, main

²² Regional Performance Results at pp. 95 (OP-5). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

²³ Regional Performance Results at pp. 68 (OP-4A), 72 (OP-4B), 76 (OP-4C). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

²⁴ UNE Remand Order, ¶ 205.

²⁵ *Id.*

²⁶ See 47 C.F.R. § 51.319(a)(2).

CONTINUATION

[24]

1 distribution frame, remote terminal, feeder distribution interface ("FDI"), or serving area
2 interface ("SAI").²⁷

3 Qwest provides CLECs with unbundled access to subloops in South Dakota
4 under nondiscriminatory terms and conditions outlined in section 9.3 of its SGAT. For
5 subloop unbundling purposes, Qwest divides accessible terminals into two categories.
6 "MTE terminals" are those within a building in a multiple tenant environment ("MTE") or
7 accessible terminals physically attached to a building in an MTE.²⁸ "Detached
8 terminals" are all other accessible terminals.²⁹ Different terms and conditions apply for
9 MTE terminals than for detached terminals; these differences are outlined below

10 In order to provide unbundled subloops in the most timely and affordable
11 manner, Qwest offers "cross-connect collocation."³⁰ This unique form of collocation is
12 governed by the subloop section of Qwest's SGAT and allows Qwest to provide
13 subloops to CLECs at shorter intervals and substantially reduced rates. Cross-connect
14 collocation consists of a field connection point ("FCP") within a Qwest premises for the
15 sole purpose of creating a cross-connect field to support subloop unbundling.³¹ An FCP

²⁷ UNE Remand Order, ¶¶ 206.

²⁸ See SGAT § 9.3.1.1.1.1. Qwest premises located on real property that constitutes a campus environment, yet are not within or physically attached to a building not owned by Qwest, are not considered MTE terminals. *Id.*

²⁹ See SGAT § 9.3.1.1.1.2. The most common type of detached terminal is a feeder distribution interface where Qwest's feeder and distribution are cross-connected together.

³⁰ See SGAT § 9.3.1.4.2.

³¹ See SGAT § 9.3.1.4.2.

1 is a demarcation point that allows a CLEC to interconnect with Qwest outside of the
2 central office location where it is technically feasible. The FCP interconnects CLEC
3 facilities to a terminal block within the accessible terminal. The terminal block allows a
4 technician to access and combine unbundled subloop elements.³² When an FCP is
5 required, it must be in place before subloop orders are processed.³³

6 Qwest is not required to build additional space for a CLEC to access subloop
7 elements.³⁴ When technically feasible, Qwest allows a CLEC to construct its own
8 structure adjacent to Qwest's accessible terminal.³⁵ Where space is available, CLECs
9 can collocate within Qwest's remote terminals. Collocating at the remote terminals lets
10 CLECs gain access to the copper subloop element by cabling or connecting to the
11 cross-connect panel or serving area interface. Where space is not available within a
12 remote terminal, the CLEC can deploy its own adjacent cabinet, and Qwest will
13 provision an interconnecting cable from the FDI to the CLEC's cabinet.

14 The FCC has adopted a best practices approach to subloop unbundling. Under
15 this approach, if one state determines that it is technically feasible to unbundle subloops
16 at a designated point, an ILEC in any state has the burden of demonstrating, pursuant
17 to state arbitration proceedings under section 252 of the 1996 Act, that it is not

³² See SGAT § 9.3.1.4.

³³ See SGAT § 9.3.1.4.1.

³⁴ UNE Remand Order, ¶ 221.

³⁵ See SGAT § 9.3.4.3.1.

1 technically feasible, or that sufficient space is not available, to unbundle its own loops at
2 such a point.³⁶ Qwest's SGAT reflects this FCC requirement.³⁷

3 Exhibit KAS-ES-9 contains diagrams that illustrate common loop architectures in
4 the Qwest outside plant architecture. Qwest based its standard subloop offering on the
5 common loop architectures found in its outside plant facilities.

6 The following standard subloop elements are generally available:

- 7 • Two-wire/four wire unbundled distribution loop: A Qwest-
8 provided facility from the Qwest accessible terminal to the
9 demarcation point or NID at the end-user location.³⁸
- 10 • DS-1 capable unbundled feeder loop: A digital transmission
11 path that is provisioned from a Qwest central office network
12 interface, which consists of a DSX-1 panel or equivalent, to
13 the accessible terminal.³⁹
- 14 • Two-wire/four wire non-loaded distribution loop: A Qwest
15 provided facility without load coils and excess bridged taps
16 from the Qwest accessible terminal to the demarcation point
17 or NID at the end-user location.⁴⁰
- 18 • Intrabuilding cable loop: A Qwest-provided facility from the
19 building terminal inside an MTE to the demarcation point at
20 the end-user customer premises inside the same building.
21 This subloop element is only available when Qwest owns the
22 intrabuilding cable.⁴¹

23
24 In addition to the standard subloop offerings listed above, CLECs may request
25 other types of subloops. The provisioning processes for nonstandard subloops will

³⁶ See 47 C.F.R. § 51.319(a)(2)(iii).

³⁷ See SGAT § 9.3.1.6.

³⁸ See SGAT § 9.3.2.1.1.

³⁹ See SGAT § 9.3.2.2.1.

⁴⁰ See SGAT § 9.3.2.1.2.

1 necessarily vary depending on the particular portion of the loop requested by the CLEC.
2 This means that Qwest cannot develop detailed provisioning methods and procedures
3 for accessing a particular generic subloop element without input from the CLEC
4 regarding which particular technically feasible point it wants to use to access the
5 subloop. Because Qwest's provisioning responsibilities depend on the nature of the
6 subloop requested by the CLEC, Qwest provides CLECs access to all nonstandard
7 subloops through interconnection agreements, which enable CLECs to negotiate the
8 particular terms and conditions for provisioning the requested unbundled subloop
9 element.

10 Qwest further defines the specifications, interfaces and parameters associated
11 with subloops in Technical Reference Publication No. 77405. In addition, the PCAT
12 provides CLECs with product information, rate elements and availability. CLECs can
13 access the PCAT at URL: <http://www.qwest.com/wholesale/pcat/index.html>.

14 MTE Terminal Subloop Access. Qwest offers a streamlined process for CLECs
15 to obtain access to subloop elements in MTE terminals. First, the CLEC must
16 determine who owns the intra-MTE facilities. Qwest responds to inquiries regarding
17 ownership of facilities within ten business days, in accordance with the Commission's
18 established timeframe for such inquiries.⁴² If the landlord owns the intra-MTE facilities,

⁴¹ See SGAT § 9.3.2.1.3.

⁴² Promotion of Competitive Networks in Local Telecommunications Markets; Wireless Communications Assoc. International, Inc., Petition for Rulemaking to amend § 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services; Implementation of the Local Competition Provision in

- 1 Qwest further proposes to request the CLEC can work directly with the landlord to reach
- 2 Qwest's customer. If Qwest owns the facilities, the CLEC next informs Qwest of the
- 3 termination & requires to access subloop elements at the MTE terminal. Qwest then
- 4 requests an inventory of those terminations, which is necessary for effective
- 5 maintenance, repair, and billing.
- 6 Upon completion of the inventory process, which takes no more than five days,
- 7 the CLEC can begin placing orders for individual subloop elements using standard
- 8 LATA. Usually, the CLEC runs the required jumpers, thereby allowing the CLEC to
- 9 control the provisioning interval and to lower its costs. In some cases – for example,
- 10 when a defective terminal is located on an MTE – Qwest must run the jumpers, and the
- 11 service is free days (the same interval as for an unbundled loop).
- 12 Access to distribution loops or intrabuilding cable loops at an MTE terminal within
- 13 an MTE not owned by Qwest is achieved through an MTE point of interconnection
- 14 ("MTE-POINT," which serves as the demarcation point between CLEC facilities and
- 15 Qwest facilities."

the Telecommunications Act of 1996; Review of Sections 68.104, and 68.213 of the Commission's Rules Concerning Connection of Simple Inside Wiring to the Telephone Network, First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 96-98, and Fourth Report and Order and Memorandum Opinion and Order in CC Docket No. 88-57, FCC 00-366, 15 FCC Red 22803 (rel. Oct. 25, 2000) ("MTE Order")

See SOAT § 9.3.1.

See SOAT § 9.3.1.5.1

1 Detached Terminal Subloop Access. For all accessible terminals apart from MTE
2 terminals, access to unbundled subloop elements must be made through a field
3 connection point (FCP) in conjunction with either a cross-connect collocation or, if
4 power and/or heat dissipation is required, a remote collocation.⁴⁵ To the extent that the
5 detached terminal does not have adequate capacity to house the network interface
6 associated with the FCP, the CLEC may opt to use adjacent collocation to the extent
7 that it is technically feasible.⁴⁶

8 Ordering and Provisioning - Overview. A CLEC may submit orders for subloops
9 after the FCP is in place in the case of Detached Terminals or after the inventory is in
10 place for MTE Terminals. Both have a defined ordering process spelled out in the
11 SOAT. When an FCP is required, the CLEC will complete the FCP Request Form
12 attached as Exhibit KAS-ES-10. To place an FCP, the CLEC will first submit a Field
13 Connection Point Request Form to their Qwest Account Manager. Upon receipt of the
14 Field Connection Point Request Form, Qwest initiates a Feasibility study and an FCP
15 quote.

16 Qwest completes an inventory of CLEC terminations at MTE terminals for several
17 reasons. The overriding reason is to clearly identify the interconnection point between
18 the Qwest and CLEC networks. The inventory allows the CLEC to specify the access
19 point for the individual subloop(s) being requested. Finally, the termination inventory
20 facilitates the ordering process, maintenance and repair between the parties and billing

⁴⁵ See SOAT § 0 3 4 1

⁴⁶ See SOAT § 0 3 4 2

1 detail for the subloop elements. Specifically, the CLEC populates the LSR with this
2 termination information to order subloops. In addition, the CLEC designates which
3 subloop element it desires by listing the appropriate NC/NCI codes.

4 For added CLEC convenience, Qwest has standardized LSRs for requesting
5 subloop access alone or in conjunction with a request for number portability. Qwest's
6 electronic ordering interfaces, IMA-GUI and IMA-EDI, allow CLECs to issue LSRs for
7 subloop elements.

8 For subloop unbundling, issuance of an LSR is critical to allow Qwest to continue
9 to manage and maintain its network. Even in MTE terminals, where CLEC personnel
10 will be performing the physical jumper work, it is essential that Qwest be aware when a
11 CLEC is accessing a portion of the loop. Qwest must update its facility inventory
12 systems to reflect that portion of the loop is not available for re-assignment. This is
13 accomplished through the creation of a unique circuit identification ("circuit ID") for the
14 subloop element between the demarcation point and the CLEC interconnection point.
15 Qwest's internal service order, issued as a result of the LSR, carries the circuit ID and
16 updates Qwest's inventory systems (to reflect the element is not spare), maintenance
17 systems and billing system. Additionally, in the case of an existing customer converting
18 from Qwest retail service, the LSR serves to disconnect the retail service and cease
19 billing to the end user customer. Exhibit KAS-ES-11 provides an overview of the
20 ordering and process for accessing intra building cable at an MTE terminal. In addition,
21 KAS-ES- 12 contains the MTE Access Protocol that can be utilized by CLEC installation
22 personnel when accessing subloops at an MTE terminal.

1 Moreover, Qwest believes that the Ordering and Billing Forum (OBF) is in the
2 processes of developing industry LSR guidelines to accommodate subloop ordering.
3 The OBF is an industry body made up of telecommunications providers that develop
4 national guidelines for preordering, ordering and billing of resale, interconnection, UNE
5 and exchange access products/services. As those standards are developed Qwest has
6 every intention of using those guidelines allowing for ease in CLEC ordering from
7 multiple BOCs across the United States.

8 Maintenance and Repair. Qwest will maintain all the FCPs and unbundled
9 subloop facilities; and the CLEC is responsible for maintaining all of its cable,
10 connections, equipment and network elements connected to the Qwest network.
11 Exhibit KAS-ES-13 contains a flowchart that outlines the unbundled subloop
12 maintenance process and the maintenance tasks performed by Qwest personnel. In
13 particular, the circuit ID that results from issuance of an LSR provides the Qwest repair
14 personnel with the ability to identify the address of the subloop network element, the
15 ownership of the subloop network element, and the terms with which the technician is to
16 perform maintenance activities on the subloop network element. Without this record of
17 the subloop, Qwest does not have the ability to fulfill its maintenance obligations; in fact,
18 Qwest would not be able to accept a repair call/trouble report.

19 Performance. Parties in the ROC proceeding have agreed that Qwest
20 should disaggregate results for subloops on 10 existing performance measurements.
21 These measurements concern installation/provisioning and repair/maintenance. The

1 agreed upon measurements for subloops are listed in the table below. The definitions
2 can be found in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-6.

<u>Indicator</u> <u>Number</u>	Performance Indicator
OP-3	Installation Commitments Met
OP-4	Installation Interval
OP-5	New Service Installation Without Trouble Reports for 30 Days After Installation
OP-6	Delayed Days
OP-15	Interval for Pending Orders Delayed Past Due Date
MR-3	Out of Service Cleared within 24 Hours
MR-4	Out of Service Cleared within 48 Hours
MR-6	Mean Time to Restore
MR-7	Repair Repeat Report Rate
MR-8	Trouble Rate

4
5 Additionally, where appropriate, subloop results are included in the Pre-
6 Ordering/Ordering and Billing measures. These measures produce results that
7 aggregate UNEs or requests submitted via IMA and EDI.

8 On September 25, 2001, the Liberty Consulting Group, an independent third
9 party retained as part of the ROC OSS Test, completed its audit of Qwest's

1 performance measures and concluded that "the audited performance measures
2 accurately and reliably report actual Qwest performance."⁴⁷

3 As of August 31, 2001 Qwest had not provisioned any subloops in South Dakota.
4 When data becomes available for South Dakota, it can be found on the following web-
5 site: www.qwest.com/wholesale/results. However, Qwest's processes and performance
6 for subloops are being evaluated in the ROC Third Party Test (3PT).

7 **IV. DARK FIBER**

8 Section 271(c)(2)(B)(v) of the Act requires a BOC to provide "local transport from
9 the trunk side of a wireline local exchange carrier switch unbundled from switching or
10 other services."⁴⁸

11 In the UNE Remand Order, the Commission identified dark fiber as a new
12 unbundled network element that must be unbundled in both the loop plant and
13 interoffice facilities.⁴⁹ The FCC required the unbundling of dark fiber both in the loop
14 plant and interoffice facilities. The order states:

15 174. Dark Fiber. We also modify the loop definition to specify that the loop
16 facility includes dark fiber. ...[We] conclude that both copper and fiber alike
17 represent unused loop capacity. We find, therefore, that dark fiber and

⁴⁷ See Final Audit Report at 2-3 in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-2.

⁴⁸ See 47 U.S.C. § 271(c)(2)(B)(v); see also 47 C.F.R. § 51.319(d) ("An incumbent LEC shall provide nondiscriminatory access . . . to interoffice transmission facilities on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.").

⁴⁹ UNE Remand Order, ¶ 326.

1 extra copper both fall within the loop network element's "facilities, functions,
2 and capabilities."⁵⁰

3
4 325. Dark Fiber. In addition, we modify the definition of dedicated
5 transport to include dark fiber. Dark Fiber is deployed, unlit fiber optic
6 cable that connects two points within the incumbent LEC's network.
7 As discussed above, dark or "unlit" fiber, unlike "lit" fiber, does not
8 have electronics on either end of the dark fiber segment to energize it
9 to transmit a telecommunications service . . .⁵¹

10
11 The Commission's unbundling requirements went into effect for dark fiber on May
12 17, 2000.⁵² Following the release of the UNE Remand Order, Qwest modified its SGAT
13 to include a legally binding obligation to provide unbundled access to deployed dark
14 fiber. Qwest's dark fiber offerings include both interoffice and loop dark fiber, in
15 accordance with Commission requirements.⁵³ This affidavit represents the entire
16 discussion of dark fiber in this application for 271 authority; it addresses both the loop
17 and transport varieties of dark fiber.

18 Unbundled dark fiber is a deployed, unlit fiber optic cable or strands that
19 connects two points within the Qwest network. Qwest provides unbundled dark fiber of
20 substantially the same quality as the fiber facilities that Qwest uses to provide service to
21 its own end user customers and within a reasonable time frame. Qwest has a legal

⁵⁰ UNE Remand Order, ¶ 174.

⁵¹ UNE Remand Order, ¶ 325.

⁵² See 47 C.F.R. § 51.319(d).

⁵³ See SGAT § 9.7.1.

1 obligation to provide dark fiber to CLECs in South Dakota under terms outlined in its
2 SGAT.⁵⁴ In South Dakota, as of August 30, 2001, Qwest has received no requests for
3 unbundled dark fiber.

4 Dark fiber is lit by attaching electronics. Each CLEC is responsible for obtaining
5 and connecting electronic equipment, whether light-generating or light-terminating
6 equipment, to the unbundled dark fiber. In the *UNE Remand Order*, the FCC
7 acknowledged that dark fiber does not consist of the electronics necessary to transmit a
8 telecommunications service, (i.e., the fiber is "dark" and not "lit" with the electronic
9 equipment that is required to use the fiber strands to transmit voice or data traffic).⁵⁵

10 Should a CLEC desire access to fiber optic cable or strands that have the
11 necessary electronics to transmit voice and data, the CLEC would not order unbundled
12 dark fiber. Instead, the CLEC would order the appropriate high capacity OC-level
13 options that are available in the unbundled dedicated interoffice transport (UDIT) or the
14 unbundled loop sections of the SGAT.⁵⁶

15 Qwest provides unbundled dark fiber of substantially the same quality as the fiber
16 facilities that Qwest uses to provide service to its own end user customers⁵⁷ and within
17 a reasonable time frame. Qwest reserves a nominal quantity (not more than five
18 percent of the fibers in a sheath or two strands, whichever is greater) of fibers in a cable

⁵⁴ See SGAT § 9.7

⁵⁵ UNE Remand Order, ¶ 325.

⁵⁶ See SGAT at § 9.6.1 and 9.2.2.6

⁵⁷ See SGAT § 9.7.2.1.

1 to maintain network survivability and reliability.⁵⁸ Qwest does not reserve fiber for
2 unknown and unspecified future growth; it retains for its own use only fiber that has
3 been specifically earmarked to serve customer needs in the near future.

4 Dark fiber transport is available between two Qwest wire centers, or between the
5 Qwest serving wire center and the CLEC's wire center or an IXC's point of presence
6 located within the same Qwest serving wire center area.⁵⁹ Dark fiber loop consists of an
7 existing loop between a Qwest wire center and either a fiber distribution panel located at
8 an appropriate outside plant structure or an end-user customer premises.⁶⁰ Dark fiber
9 loop includes the terminations at both ends.⁶¹

10 Qwest provides CLECs with access to existing dark fiber in its network (used in
11 connection with its activities as an ILEC) in either single-mode or multi-mode.⁶² A
12 single-mode fiber has only one path over which light can be successfully transmitted.
13 Multi-mode fiber has many paths through which light may be transmitted, but severely
14 limits operational distance. During the inquiry process, Qwest will inform the CLEC of
15 the availability of single-mode and multi-mode fiber.⁶³

⁵⁸ See SGAT § 9.7.2.2.5(a).

⁵⁹ See SGAT § 9.7.1.

⁶⁰ See SGAT § 9.7.1.

⁶¹ See SGAT § 9.7.1.

⁶² See SGAT § 9.7.2.6.

⁶³ See SGAT § 9.7.2.6.

1 Qwest provides unbundled dark fiber to CLECs in either single-strand or two-
2 strand increments.⁶⁴ Qwest made the single-strand option available in May 2001 in
3 order to provide CLECs with greater maintenance flexibility. The two-strand option
4 allows a CLEC to have a transmit and receive path for its telecommunication services
5 on separate fibers.

6 Qwest provides access to unbundled dark fiber at accessible terminations such
7 as fiber distribution panels.⁶⁵ CLECs may request placement of a fiber distribution
8 panel at any building or controlled environment location in the Qwest network in order to
9 access unterminated unbundled dark fiber.⁶⁶ In addition, in response to CLEC requests
10 during the state workshop process, Qwest agreed to make dark fiber available at splice
11 points, subject to conditions outlined in the SGAT.⁶⁷ Splice case access is available
12 when 1) unspliced fiber is available; 2) available unspliced fiber is not ribbon fiber; 3)
13 splice capacity is available in the Qwest splice case; 4) space exists for the CLEC splice
14 case.⁶⁸ When a CLEC requests splice case access, Qwest will perform the splice in
15 Qwest's splice case, and the CLEC shall not have access to Qwest's splice case.⁶⁹

⁶⁴ See SGAT § 9.7.2.4.

⁶⁵ See SGAT § 9.7.2.2.1.

⁶⁶ See SGAT § 9.7.2.2.3.

⁶⁷ See SGAT § 9.7.2.2.2.

⁶⁸ See SGAT § 9.7.2.2.2.

⁶⁹ See SGAT §§ 9.7.2.2.2.5, 9.7.2.2.2.6.

1 Qwest will provide a fiber stub for the CLEC to splice the Qwest fiber stub to the CLEC's
2 fiber strand in the CLEC's splice case.⁷⁰

3 Qwest will provide a CLEC with access to dark fiber that is part of a meet point
4 arrangement between Qwest and another local exchange carrier if the CLEC has an
5 interconnection agreement with the other LEC that permits access to its dark fiber
6 facilities.⁷¹ In these instances Qwest rates, terms, and conditions will apply to the
7 portion of the route owned by Qwest.⁷² That is, Qwest charges the full amount of
8 applicable fixed charges and prorates per-mile charges.

9 Qwest further defines the specifications, interfaces and parameters associated
10 with unbundled dark fiber in Technical Reference Publication No. 77383. In addition,
11 the Wholesale Product Catalog (PCAT) provides CLECs with detailed product
12 information, rate elements and availability. CLECs can access the PCAT at URL:
13 <http://www.qwest.com/wholesale/pcat/index.html>.

14 Ordering and Provisioning - Overview.

15 Qwest has established a process for the ordering and provisioning of dark fiber.⁷³
16 The first step in the Pre Ordering process is to find out if there is UDF connectivity and
17 spare capacity using The Fiber Data Reports (formerly called The Loop Fiber Inventory
18 Tool). In order to access The Fiber Data Report a CLEC must obtain a digital certificate

⁷⁰ See SGAT § 9.7.2.2.2.7.

⁷¹ See SGAT § 9.7.2.20.

⁷² See SGAT § 9.7.2.20.

⁷³ See SGAT § 9.7.3.1.

1 from Qwest. The certificate enables our server to establish a secure connection to the
2 CLEC's browser. Secondly, the certificate lets Qwest to associate the CLEC's browser
3 to the CLEC's records in the Qwest user database. The Fiber Loop Data Reports
4 available include:

- 5 * Building Electronics Inventory Report
- 6 * Fiber Products Spare Count Report, and
- 7 * Fiber Inventory Report

8 Report 1: The Building Electronics Inventory Report

9 This report aggregates spare or available network elements that makeup the
10 equipment installed at a given building. Spare quantities are reported as:

11

12 Installed quantity that makes up the total spare quantity
13 available for the specific type of equipment.

14 Spare quantity that makes up installed minus any unused or
15 unavailable spare for the specific type of equipment.

16 Report 2: The Fiber Products Spare Count Report

17 This report is a strategic tool used to view spare capacity on an aggregate basis
18 for DS1, DS3, or ISDN products for a geographic area (Serving Wire Center). The spare
19 capacity shown represents the sum of all spare capacity for the specified model in a
20 product line at the geographic location.

21 Report 3: The Fiber Loop Inventory Report

1 The Fiber Loop Inventory Report displays an inventory of fiber optic cables in the
2 Qwest network, including installed and spare capacities. The cable records are broken
3 down by cable name, start and stop points, and pair information.

4 An inquiry is issued to determine the actual availability of dark fiber between any
5 two requested locations: between two Qwest wire centers, between a Qwest wire
6 center and an end user premises, between a Qwest wire center and an appropriate
7 outside plant structure, or between a Qwest wire center and a CLEC wire center.⁷⁴

8 A CLEC must submit an inquiry request through its account team, specifying the
9 two locations and the number of fibers requested.⁷⁵ If dark fiber is available, Qwest will
10 respond with up to five available dark fiber routes between the CLEC-specified end
11 locations. If additional routes are available, Qwest will notify the CLEC that such
12 additional routes exist and negotiate how that additional information will be made
13 available.⁷⁶ Exhibit KAS-ES-14 contains a process flow for the CLEC dark fiber inquiry.

14 The second step of the ordering process is the Field Verification & Quote
15 Preparation (FVQP) Process. The FVQP is only required when the request is for
16 access to unbundled dark fiber loops via an outside plant structure arrangement. FVQP
17 is also used for splice point/subloop inquiries. A quote and implementation timeline will
18 be developed and communicated to the CLEC. The established interval for an outside

⁷⁴ See SGAT § 9.7.3.1.

⁷⁵ See SGAT § 9.7.3.1.

⁷⁶ See SGAT § 9.7.3.1.3.

1 ~~that~~ structure inquiry is 20 business days. Exhibit KAS-ES-15 contains a flow chart
2 ~~that~~ shows the field verification and quote process flow between departments.

3 The third step in the ordering process is the provisioning phase. When step one
4 ~~or steps one and two~~ above have been completed, the CLEC may choose to order
5 ~~unbundled dark fiber~~. Qwest provisions dark fiber in South Dakota utilizing defined
6 ~~procedural flows~~. Exhibit KAS-ES-16 contains a flowchart showing the tasks performed
7 ~~by Qwest personnel~~ in order to provision dark fiber requests.

8 Maintenance and Repair - Overview

9 Unbundled dark fiber creates a unique maintenance challenge for Qwest and
10 ~~requesting CLECs~~. Consistently, in its high capacity interoffice network, Qwest has
11 ~~network monitoring equipment~~ to alarm and pin-point network failures. Such monitoring
12 ~~is normally performed~~ using the electronic equipment connected to the fiber, which in
13 ~~this case is owned and controlled~~ by the CLEC. Therefore, it is critical that Qwest and
14 ~~the CLEC perform~~ cooperative testing and trouble isolation after the CLEC has isolated
15 ~~the trouble to the Qwest portion~~ of the unbundled dark fiber to identify where trouble
16 ~~points may exist~~. However, in the case of a major cable failure (or cut) that affects the
17 ~~entire cable~~, Qwest would normally detect problems on their fibers. Qwest has a
18 ~~notification process~~ in place to alert the CLEC when such major network outages occur.

19 Performance Indicators

20 The parties in the ROC proceeding have agreed that Qwest should disaggregate
21 ~~results for dark fiber~~ on eight existing performance measurements. These
22 ~~measurements concern~~ installation/provisioning and repair/maintenance. The agreed

upon measurements for dark fiber are listed in the table below. The definitions for these performance indicators can be found in the Affidavit of Mr. Michael G. Williams in Exhibit NGW-PERF-6.

Indicator Number	Performance Indicator
OP-3	Installation Commitments Met
OP-4	Installation Interval
OP-5	New Service Installation Without Trouble Reports for 30 Days After Installation
OP-6	Delayed Days
OP-10	Interval for Pending Orders Delayed Past Due Date
MR-6	Mean Time to Restore
MR-7	Repair Repeat Report Rate
MR-8	Trouble Rate

On September 25, 2001, the Liberty Consulting Group, an independent third party retained as part of the ROC OSS Test, completed its audit of Qwest's performance measures (PIDs) and concluded that "the audited performance measures accurately and reliably report actual Qwest performance."⁷⁷ Qwest has offered to have Liberty verify its audit by conducting data reconciliation with any CLEC that believes

⁷⁷ See Final Audit Report at 2-3 in the Affidavit of Mr. Michael G. Williams in Exhibit NGW-PERF-2.

1 Qwest's performance data is inaccurate. No party has questioned the authenticity or
2 accuracy of dark fiber performance PID data.

3 Qwest does not have performance data available for dark fiber in South Dakota
4 due to the lack of orders from CLECs. When South Dakota data becomes available, it
5 can be found on the following web-site: www.qwest.com/wholesale/results.

6 V. PACKET SWITCHING

7 The FCC does not require ILECs, such as Qwest, to unbundle packet switching,
8 except in extremely limited circumstances.⁷⁸ Qwest's obligation to unbundle packet
9 switching depends upon whether Qwest has placed DSLAMs in a remote terminal.
10 Specifically the FCC stated:

11 . . . the incumbent LECs must provide requesting carriers with access to
12 unbundled packet switching in situations in which the incumbent has
13 placed its DSLAM in a remote terminal.⁷⁹
14

15 The FCC rules for packet switching must be read in context with this quote from
16 paragraph 313 of the UNE Remand. Section 51.319 of the FCC's rules states:

17 (B) An incumbent LEC shall be required to provide nondiscriminatory
18 access to unbundled packet switching capability only **where each of the**
19 **following conditions are satisfied** (emphasis added):

20 (i) The incumbent LEC has deployed digital loop carrier systems,
21 including but not limited to, integrated digital loop carrier or universal
22 digital loop carrier systems; or has deployed any other system in which
23 fiber optic facilities replace copper facilities in the distribution section

78 UNE Remand Order, ¶ 306.

79 UNE Remand Order, ¶ 313.

1 (e.g., end office to remote terminal, pedestal or environmentally
2 controlled vault);

3 (ii) There are no spare copper loops capable of supporting the xDSL
4 services the requesting carrier seeks to offer;

5 (iii) The incumbent LEC has not permitted a requesting carrier to deploy
6 a Digital Subscriber Line Access Multiplexer at the remote terminal,
7 pedestal or environmentally controlled vault or other interconnection
8 point, nor has the requesting carrier obtained a virtual collocation
9 arrangement at these subloop interconnection points as defined by §
10 51.319(b); and

11 (iv) The incumbent LEC has deployed packet switching capability for its
12 own use.

13 On a practical basis, if the first three conditions are met, and Qwest did not have
14 a DSLAM located in a remote terminal, unbundled packet switching located in the
15 central office would be of little value. The CLEC (or Qwest for that matter) would not be
16 able to connect the end user to that central office placed (or even central office
17 accessed) DSLAM on a clean copper pair.

18 Qwest currently has such a limited number of remotely deployed DSLAMs,
19 serving such a limited number of customers, that it believes the four conditions identified
20 by the FCC will rarely exist in Qwest's current network. However, Qwest has committed
21 to provide unbundled packet switching when each of the FCC's four criteria are met.⁸⁰

22 Qwest is legally obligated to provide unbundled packet switching in its south Dakota
23 SGAT.

24 Qwest has announced plans to remotely deploy DSLAMs on a broader scale.
25 When Qwest deploys remotely located DSLAMs in its network for use by retail

⁸⁰ See SGAT §9.20.

1 customers, Qwest will concurrently develop and deploy a network architecture that will
2 provide space for CLECs to also remotely locate their DSLAMs in remote field locations
3 such as at Feeder Distribution Interfaces (FDIs).

4 The Qwest Unbundled Packet Switching (UPS) offering provides the functionality
5 of delivering packet data units via a virtual channel between a CLEC demarcation point
6 and the Remote DSLAM. Unbundled Packet Switching includes use of transport
7 facilities, DSLAM functionality and ATM electronics necessary to generate a virtual
8 channel. It may also include use of a distribution loop.

9 Although packet switching is one UNE, it is akin to shared transport in that it is
10 necessarily a combination of several different pieces of the network. Two pieces of the
11 network, that heretofore have never been unbundled or part of a UNE combination are:

12 1. Unbundled Packet ATM Switch Interface Port

- 13 • DS1 or DS3 interface that serves as the physical entry points into the ATM
14 Cell Relay Service Network
15 • This UNE must be in place prior to CLEC ordering an Unbundled Packet
16 Switching Customer Channel

17 2. Unbundled Packet Switch Customer Channel

18 This element consists of:

- 19 • DSLAM functionality
20 • Virtual channel that will serve as the originating and terminating points for
21 Virtual connections

1 See Exhibit KAS-ES-17 for a diagram showing the Qwest unbundled packet
2 switching offering. In addition, a CLEC would require some type of distribution subloop
3 either self provided, or obtained from Qwest, to reach the end user customer.

4 Qwest defines the specifications, interfaces and parameters associated with
5 unbundled packet switching in Technical Reference Publication No. 77408. The
6 Wholesale Product Catalog ("PCAT") also provides CLECs with detailed product
7 information, rate elements and availability. CLECs can access the PCAT at URL:
8 <http://www.qwest.com/wholesale/pcat/index.html>.

9 Qwest believes that the publication and use of technical publications is an
10 invaluable tool to provide a level of product detail that is not feasible in tariff or contract
11 language. In response to concerns expressed by the CLEC community, Qwest
12 announced on October 13, 2000 an augmentation to the existing Change Management
13 Process ("CMP") to include changes to products, business processes and technical
14 publications. Now CLECs will receive notice of changes, and a forum for providing
15 feedback on the changes. In addition, CLECs can use this process to request changes,
16 and to have their requested changes to be publicly tracked and reported.

17 Qwest will provide a CLEC with unbundled packet switching in South Dakota.
18 However, as of August 30, 2001, Qwest has not received any requests for unbundled
19 packet switching in South Dakota.

20 Exhibit KAS-ES-18 describes the process flow to order unbundled packet
21 switching. The CLEC must first have had Qwest deny their request for remote
22 collocation in a location where a Qwest DSLAM has been deployed. When that has

1 been confirmed, the CLEC with their Account Team, must first order the UPS Interface
2 Port. When the UPS interface port is in place, the CLEC orders the UPS Customer
3 Channel and, if desired, the unbundled distribution loop.

4 In regards to performance measurements, the ROC TAG has determined there
5 will be no additional measurements for packet switching. However, nothing has been
6 done to exclude the packet switching LSRs from the PIDs. For example, PO-4-LSRs
7 rejected would include information on packet switching LSRs that rejected for any
8 reason.

9 VI. SUMMARY AND CONCLUSION

10 I have demonstrated that Qwest has a concrete and specific legal obligation,
11 consistent with all FCC requirements, to provide access to emerging services, i.e., line
12 sharing, subloop unbundling, dark fiber, and packet switching. The revised South
13 Dakota SGAT attached to this petition has been updated to incorporate changes to the
14 SGAT agreed to in other 271 emerging services workshops on these same topics, as
15 well as language proposed by Qwest to address concerns raised in those workshops.

16 Qwest has the processes in place to make access to each of these elements
17 available to CLECs upon request and has developed PIDs so CLECs and the
18 Commission can assess how well Qwest is making access to UNEs available. Qwest's
19 processes and procedures for provisioning these elements are being completely
20 evaluated during the ROC OSS testing.

21 This Commission should find that Qwest has satisfied the emerging services
22 obligations in the state of South Dakota.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION
INTO QWEST CORPORATION'S
COMPLIANCE WITH SECTION 271 (C) OF THE
TELECOMMUNICATIONS ACT OF 1996

DOCKET TC01-

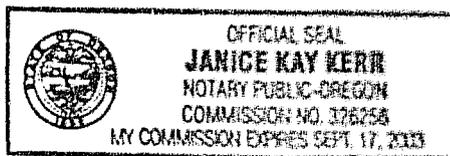
Being first duly sworn upon oath, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 11th day of October, 2001.

Karen A. Stewart
Karen A. Stewart

STATE OF Oregon

COUNTY OF Multnomah



Subscribed and sworn to before me this 11 day of October, 2001.

Janice Kay Kerr
Notary Public

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION) DOCKET TC 01-
INTO QWEST CORPORATION'S)
COMPLIANCE WITH SECTION 271 (C) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

QWEST CORPORATION'S
EXHIBITS TO THE AFFIDAVIT
OF
KAREN A. STEWART
EMERGING SERVICES
OCTOBER 24, 2001

INDEX TO EXHIBITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

<u>DESCRIPTION</u>	<u>EXHIBIT</u>
Qualifications	KAS-ES-1
Interim Line Sharing Agreement	KAS-ES-2
Final Line Sharing Agreement	KAS-ES-3
Line Splitter Collocation Placement	KAS-ES-4
Line Splitter Common Area Placement.....	KAS-ES-5
CLEC POTS Splitters Job Aid.....	KAS-ES-6
Description Line Sharing Provisioning Flow and Task List	KAS-ES-7
Line Sharing Maintenance Process Flow and Task List Functions.....	KAS-ES-8
Common Loop Architecture Diagram.....	KAS-ES-9
FCP Request Form.....	KAS-ES-10
Ordering Process for Accessing Intra Building Cable at MET Terminal.....	KAS-ES-11
MTE Access Protocol	KAS-ES-12
Flowchart Unbundled Subloop Maintenance Process	KAS-ES-13
Process Flow for CLEC Dark Fiber Inquiry	KAS-ES-14
Field Verification and Quote Process Flowchart	KAS-ES-15
Dark Fiber Provisioning Task Flowchart	KAS-ES-16
Qwest Unbundled Packet Switching Offering Diagram.....	KAS-ES-17
Qwest Unbundled Packet Switching Process Flow.....	KAS-ES-18

INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter (filters) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.

- 4.
5. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.
6. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
7. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

8. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
 - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing. Under either option (a) or (b), the

POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.

9. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
 - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment. However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.
 - (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.
10. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
11. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
12. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection

agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from

13.

the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

14. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for

the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

15. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

16.

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

17. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
18. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.

19. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.
20. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

21. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
22. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
23. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC

will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.

- (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.
- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
- 24. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
- 25. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

26. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT –	IA price

	Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	
Common Area Splitter Collection Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collection Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE cable reclassification	TIE cables	Time and material for engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Load C substituting	Load Coil and Excess Bridged Tap Removal	IA price

* The rate and other restrictive agreement between ILEC and CLEC.

17 ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

25 CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of \$5.40 per month per shared line; or

(b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

26 All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices

are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

12. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 11 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

ENTIRE AGREEMENT

13. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

14. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the M/NL. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 98-28 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.

- 22 In addition to those provisions specifically referenced elsewhere in this
Agreement, the provisions in the interconnection agreements between ILEC and
CLEC's related to the following are incorporated by reference into this
Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure;
23 (d) warranties; and (e) dispute resolution. These provisions are incorporated on a
state-by-state, ILEC-by-CLEC basis.
- 24 This Agreement is the joint work product of the Parties, has been negotiated by
the Parties and shall be interpreted fairly in accordance with its terms and
conditions. In the event of any ambiguities, no inferences shall be drawn against
any Party.
- 25 This Agreement only may be amended in writing executed by all Parties to be
bound by the amendment.
- 26 During the term of this Agreement, if ILEC either (a) enters into an agreement
with one Party that modifies the rates, terms, and conditions of this Agreement as
applied to that Party, or (b) enters into any other agreement for line sharing with
one party, including rates, terms, and conditions different from those in this
Agreement, ILEC will make such modified or different rates, terms, and
conditions available to any interested Party. To the extent the modified or
different rates, terms, and conditions are provided by ILEC only in certain
instances or pursuant to some other limitation, then the modified or different rates,
terms, and conditions only will be made available to interested Parties in those
instances or subject to those same limitations. Unless otherwise agreed to by the
Parties, this paragraph will not be incorporated into any interconnection
agreement amendments entered into between ILEC and CLECs pursuant to
paragraph 16 below.
- 27 This Agreement may be executed in multiple counterparts, each of which shall be
deemed an original, but all of which shall together constitute but one and the same
document. This Agreement may be executed where indicated below either by an
original signature of a duly authorized representative of each Party or by a
facsimile of such a signature.
- 28 ILEC and CLECs acknowledge the need to execute amendments to their
interconnection agreements by June 6, 2000, to govern line sharing. The Parties
further acknowledge that the rates, terms, and conditions of this Agreement will
form the basis for the negotiation of the amendment. This Agreement will
terminate upon execution of such amendments and will be replaced by the
amendments. ILEC and CLECs further agree that any applicable window for
petitioning a state public utility commission for arbitration of an interconnection
agreement amendment for line sharing that would expire before June 6, 2000 is
extended to June 16, 2000.

20 The Parties will work together to schedule a conference call with the state public utility commissioners for each state listed in the introductory paragraph to this agreement to explain the Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissioners in a prompt manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.

20 The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

20 Any ILEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. ILECs must notify ILEC of which of the two options for uniform shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.

Link Networks, Inc.

Link Networks, Inc.

John S. O'Neill	Tim O'Neill
Manager, Network Services	Chief Network Officer
	Date

BridgeBand Communications, Inc.

BridgeBand Communications, Inc.

Jon M. Hesse	Jon M. Hesse
Chief Operating Officer and In-House Counsel	Chief Operating Officer and In-House Counsel
	Date

Contact Communications

Contact Communications

Arlen Taggart	Arlen Taggart

President		Vice President
Date		Date

DTECA Communications, Inc.

Jato Communications Corp.

Timothy Ledy		Patrick M. Greene
Chief Financial Officer		Vice President - Carrier Relations
Date		Date

Montana Wireless, Inc.

MULTIBAND Communications, Inc.

Jean Mandeville		Tim Dodge
Vice President - Administration		Executive Vice President
Date		Date

New Edge Network, Inc.

NorthPoint Communications, Inc.

Robert Y. McMillin		Steve Gorosh
Director - Interconnection		Vice President and General Counsel
Date		Date

RHYTHMS LINKS, INC.

Western Telephone Integrated Communications, Inc.

--	--	--

Eric Goss		Cleve Tooker
Senior Vice President of Regulatory Affairs and Deployment		President
Date		Date

Amendment No. __ to the Interconnection Agreement
Between
[CO-PROVIDER]
and
Qwest Corporation
f.k.a U S WEST Communications, Inc.

This Amendment No. __ ("Amendment") is made and entered into by and between _____
_____ [("CLEC") make provider specific] and Qwest
Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in
the state of [insert state] that was executed by CLEC on [insert date CLEC signed]
and U S WEST Communications, Inc. on [insert date Qwest/USW signed] (the
"Agreement"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement by adding the terms, conditions
and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions
contained in this Amendment and other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

[Check interconnection Agreement and verify which Attachment this would be.]
This Amendment is made in order to replace the Interim Line Sharing Agreement
CLEC entered into on [CD&S: enter date CLEC signed the Line Sharing Letter we
sent out] and to add terms, conditions and rates for Line Sharing as set forth in
Attachment __, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission;
however, the Parties may agree to implement the provisions of this Amendment
upon execution. To accommodate this need, CLEC must generate, if necessary, an
updated Customer Questionnaire. In addition to the Questionnaire, all system
updates will need to be completed by Qwest. CLEC will be notified when all system
changes have been made. Actual order processing may begin once these
requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

[CLEC]

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Attachment ____

Line Sharing

1.1 Description

Line Sharing provides (Make Provider Specific) CLEC with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 CLEC may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the

future, additional services may be used by CLEC, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither CLEC nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or the CLEC, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If CLEC requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user CLEC shall pay the rate set forth in Appendix A of the Underlying Agreement for the loops to be restored to their original state.

1.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard

Collocation arrangements set forth in Section ____ [Pull Citation from Interconnection Agreement] of CLEC's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 CLEC will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep CLEC forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 CLEC Collocation Area POTS Splitter

1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and CLEC except as expressly noted.

1.3.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in Section ____, [Pull Citation from Interconnection Agreement] of CLEC's Underlying Agreement, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for

installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

- 1.3.3 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.3.4 CLEC may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, CLEC may provide all such cabling to Qwest. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.

1.3.6 The demarcation point between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and CLEC except as expressly noted.

1.4.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DSO termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2.

Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

144 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

144 CLEC may choose to have Qwest provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or CLEC may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, CLEC may request that Qwest directly cable the data port of the POTS splitter to CLEC collocation area under these same terms. Qwest will not be responsible for any inability to

obtain cabling from vendors because of equipment shortages or equipment delays.

1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to CLEC's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, CLEC may request that Qwest directly cable the data port of the POTS splitter to the CLEC Collocation area under these same terms.

1.4.6 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1 If CLEC submitted applications to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.

1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in Section ____ (Pull Citation from Interconnection Agreement) of CLEC's Underlying Agreement for *Cageless or Common Collocation*.

1.5.3 CLEC may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

(a) Month each application will be sent;

- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DS0 Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Section _____. [Standard Collocation Intervals in the Interconnection Agreement – Pull Citation from there.] of CLEC's Underlying Agreement.

1.5.4 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

1.5.5 If Qwest, acting as purchasing agent for CLEC, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to POTS splitters and cabling, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Qwest Wire

Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if CLEC provides such notice to Qwest but then fails to provide Qwest with the subject equipment in a timely manner, Qwest will install the subject equipment when available.

2 Rate Elements

2.1 Qwest and CLEC specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as set forth in Exhibit A. Qwest and CLEC are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

3 Ordering Process

3.1 Shared Loop

3.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for

service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. Qwest will administer all cross connects/jumpers.

11.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's Collocated equipment in the same Wire Center.

11.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and CLEC acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.

11.5 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

12 Common Area Splitter Collocation

12.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

12.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. CLEC must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply.

13 DS0 Termination Reclassification

1 1 1 To the extent CLEC has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DS0 terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new DS0 terminations.

4 Repair and Maintenance

- 4.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.
- 4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 4.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.
- 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

4.3.2 Qwest and CLEC each are responsible for their respective end user base and services.

4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not located in Qwest's network, Qwest will assess CLEC the charge specified in Section 2.

4.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), CLEC may request that Qwest perform additional testing and Qwest may decide to not to perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess CLEC the charge specified in Section 2.

4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment will meet the requirements for central office equipment set by the FCC.

4.6 Qwest and CLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

5. Other

5.1 Qwest and CLEC agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not

limited to, the following: (i) the positions Qwest and CLEC take in any cost docket related to Line Sharing; and (ii) the positions Qwest or CLEC might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which Qwest must provide CLEC with access to Shared Loops.

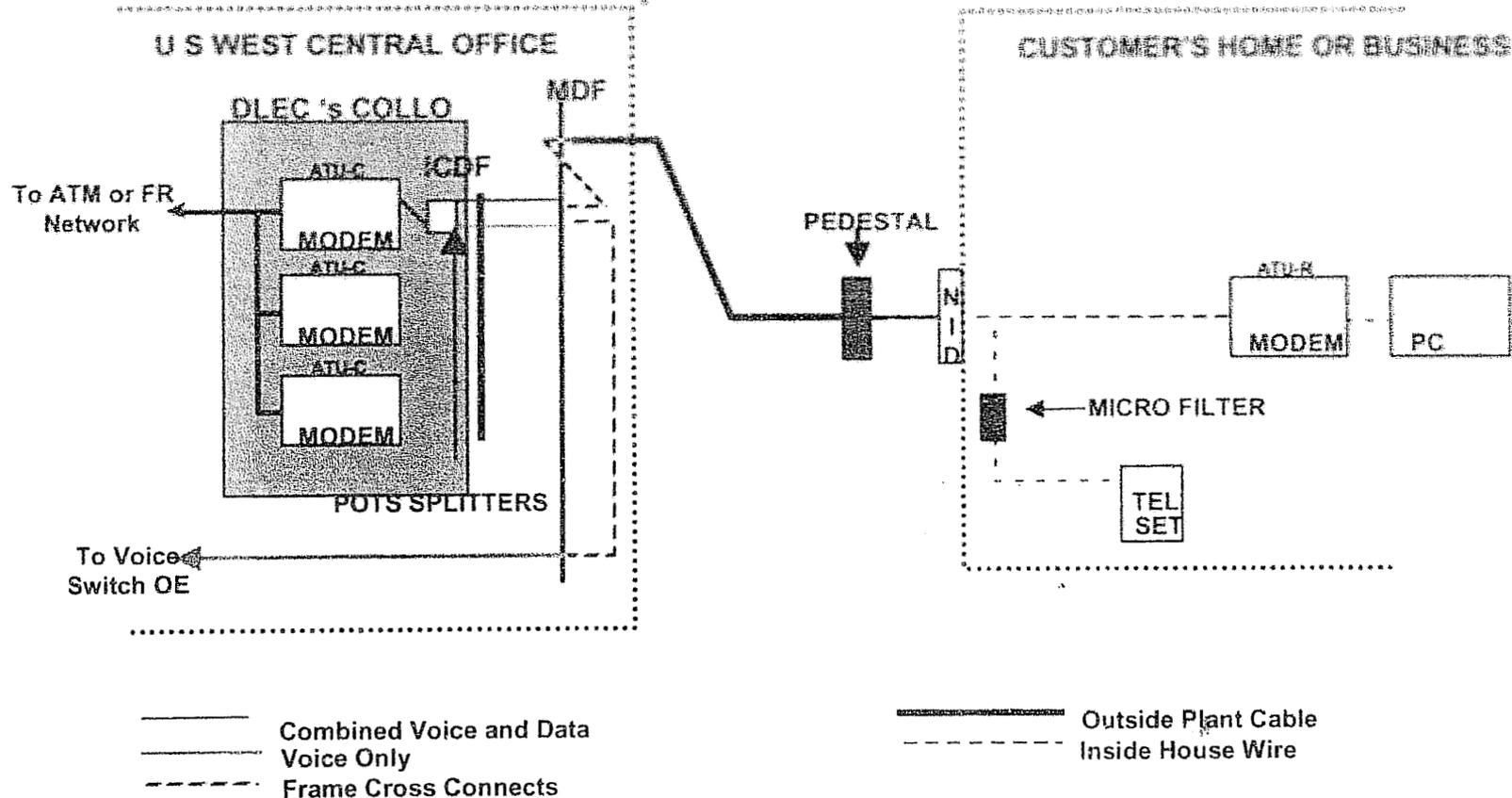
52 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) Qwest's ability to make Loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

CONTINUATION

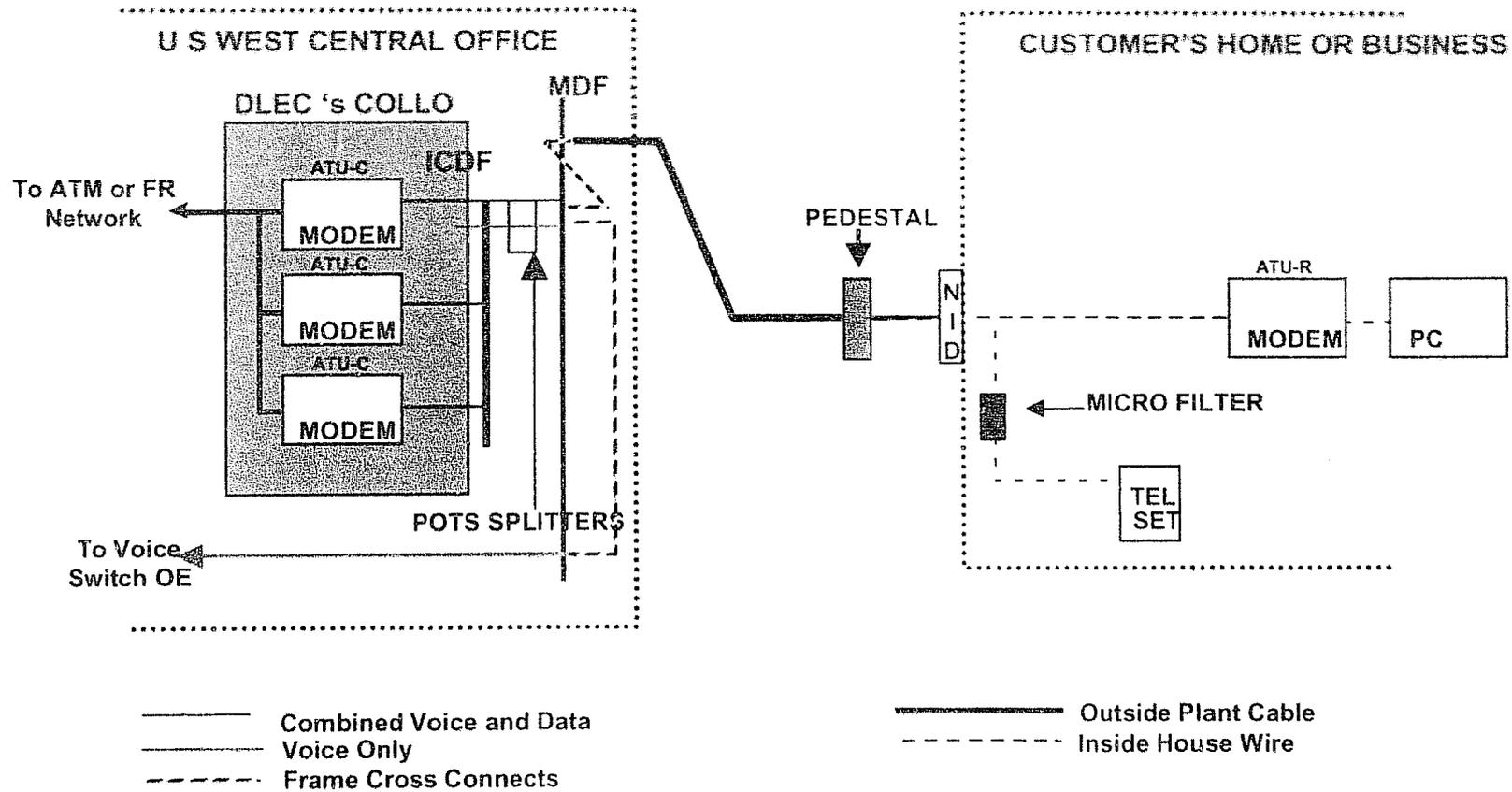
[~~25~~] |

Scan ~ _____ ~ # Pages []

Line Sharing Diagram
Splitter in Collocation Area



Line Sharing Diagram Splitter in Common Area



CONTINUATION

[~~35~~] 2

LINE SHARING PROVISIONING (NON-DESIGN PROCESS FLOW)

The enhanced circuit service is installed using a basic "lift and lay" procedure on an existing POTS customer. On or before the service order Due Date, US West Central Office Personnel "lift" the loop from its current termination and "lays" it on a new termination (POTS Splitter) connecting to the Co-Provider's equipment based on data contained on the FOMS output report.

IN ADDITION:

- 1- Central Office Personnel will perform a load coil detection test utilizing a 77S or equivalent test set.
- 2- If a load coil is detected the Central Office Personnel will notify LPC and request a ticket number. Central Office Personnel will not place cross connects until the load coil jeopardy is resolved by the LPC.
- 3- If load coil detection test is negative Central Office Personnel will "cut in" the POTS Splitter per POTS service order using "lift and lay" procedure.
- 4- Central Office Personnel will verify that dial tone is leaving at the protector and "SCM" the order in Switch/FOMS.
- 5- Trap codes are: A6-Qwest wiring inventory issue A7-Splitter not stenciled correctly A8-Splitter not connected on CLEC side A9-Load coils

POTS SPLITTER MISCELLANEOUS EQUIPMENT CODE BREAK-DOWN

<u>OUTSIDE CLEC SPACE</u>	<u>INSIDE CLEC SPACE</u>
Definition of ME (miscellaneous equipment) for splitter assignment in Switch FOMS splitter is see FOM output report (S 02-007)	Definition of ME (miscellaneous equipment) for splitter assignment in Switch FOMS splitter is me Z99 alt01 1
<ul style="list-style-type: none"> Frame CLEC id Location Floor and relay rack Shelf Slot Port 	<ul style="list-style-type: none"> Z99 CLEC id alt01 cable name 1 cable count
Delimiters of periods will separate elements with the exception of shelf and port id. a dash will separate shelf and port characters. Z99 alt01 1 (S 02-007)	Delimiters of periods will separate elements Z99 alt01 1
Frame and frame coordinates will be noted as a permanent remark such as F03 B10 C11	The frame and frame coordinates will be noted as a permanent remark such as F03 B10 C11
F03 designates the frame, B10 is the vertical and horizontal frame location of the VOICE connection and C11 is the vertical and horizontal frame location of the VOICE/DATA connection	F03 designates the frame, B10 is the vertical and horizontal frame location of the voice connection and C11 is the vertical and horizontal location of the voice/data connection. The frame blocks will be labeled VOICE AND VOICE/DATA.

NOTE 1: It is extremely important that the Office Equipment (OE) is connected to the Voice side of the Splitter and that the facility (cable pair) is connected to the Voice/Data side of the Splitter. If the cross connect terminations are reversed, dial tone will still be detected at the protector but data will not be passed.

NOTE 2: When splitter is located outside the CLEC space, USW provisions and maintains the splitter as in virtual collocation.

LINE SHARING MAINTENANCE (NON-DESIGN PROCESS WILL BE USED TO RESOLVE THE VOICE TROUBLE.)

VOICE SERVICE TROUBLE REPORTED BY END USER AND IS ISOLATED TO USW CENTRAL OFFICE NETWORK.

The normal trouble processes associated trouble isolation and repair of normal POTS service. Repair trouble and contact customer and close ticket.

The possible voice trouble scenarios are as follows:

- * Frame Wiring
- * Line Translation
- * Complex software
- * CLEC POTS Splitter affecting trouble
- * When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
- * If WEST will not disconnect the data service provided to an end user over a Shared Loop unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes U S WEST to disconnect the data service. US WEST will notify CLEC whenever this occurs upon voice trouble ticket closure.

DATA SERVICE TROUBLE REPORTED BY CLEC AND IS ISOLATED TO A USW CENTRAL OFFICE NETWORK

The possible data trouble scenarios are as follows:

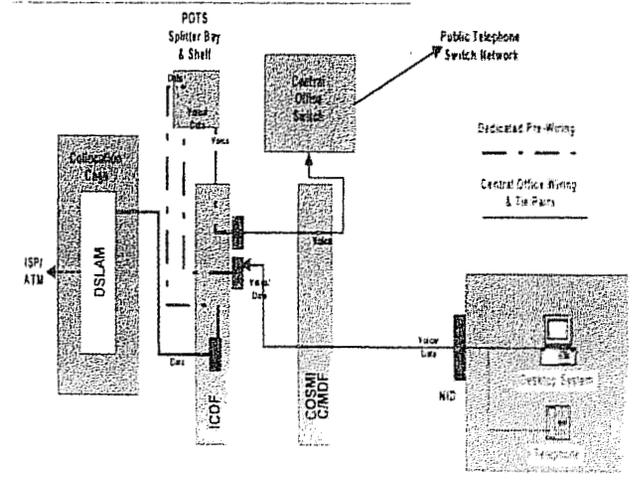
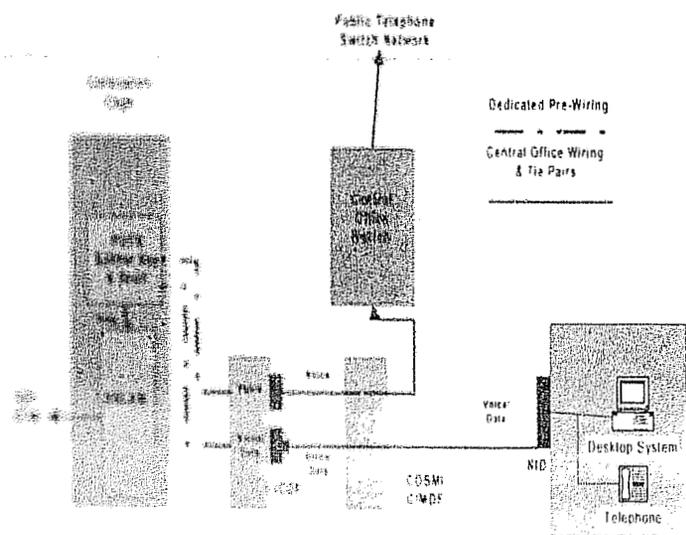
- * Frame Wiring
- * Presence of Load Coil

• CLEC POTS Splitter affecting trouble

- When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity
- May be called upon to do cooperative testing with a USW field Technician if they are unable to resolve facility issues

Shared Loop (POTS Splitter resides inside Cage)

Shared Loop (CLEC-Owned POTS Splitter resides outside Cage)



Line Sharing Example

```

SERVICE LABEL FRAME OUTPUT EASTERN C99999999
+ + 06-19-00 ch c99999999 646-7474 06-19-00
+ line eqp rev 2006-01351-021
+ line eqp ifx r rnnl f12-11-07116-3-03
+ line pair in alx01-0566 ← Tie Assignment to ICDF Frame
+ line pair f03-001 f12-12-02101-3-16
+ line eqp in me z99.0100192.05.02-002 (or z99.alt01.1) ← POTS Splitter I D
+ line eqp f03-001
+ pair link f03 k15 j15 ← Frame Termination Voice/Data
+ line pair in alx01-0600 ← Frame Termination Voice
+ line pair in alx01-0600 ← Tie Assignments to ICDF Frame
+ line pair f03-001 f12-12-02101-4-25
+ cable pr rev 16-0971 f12-12-04103-3-21 032-1-71
+ bond in 3.acfu.651.646.7474 ← Circuit I D
+ tel/xt rev 646-7474
+ -----tp-----tpdf-----mdf-----tp-----cp-----ins-----tst-----scm-----

```

4

7 date: 06-15-00 14:36

06-15 12:51 page 1 last

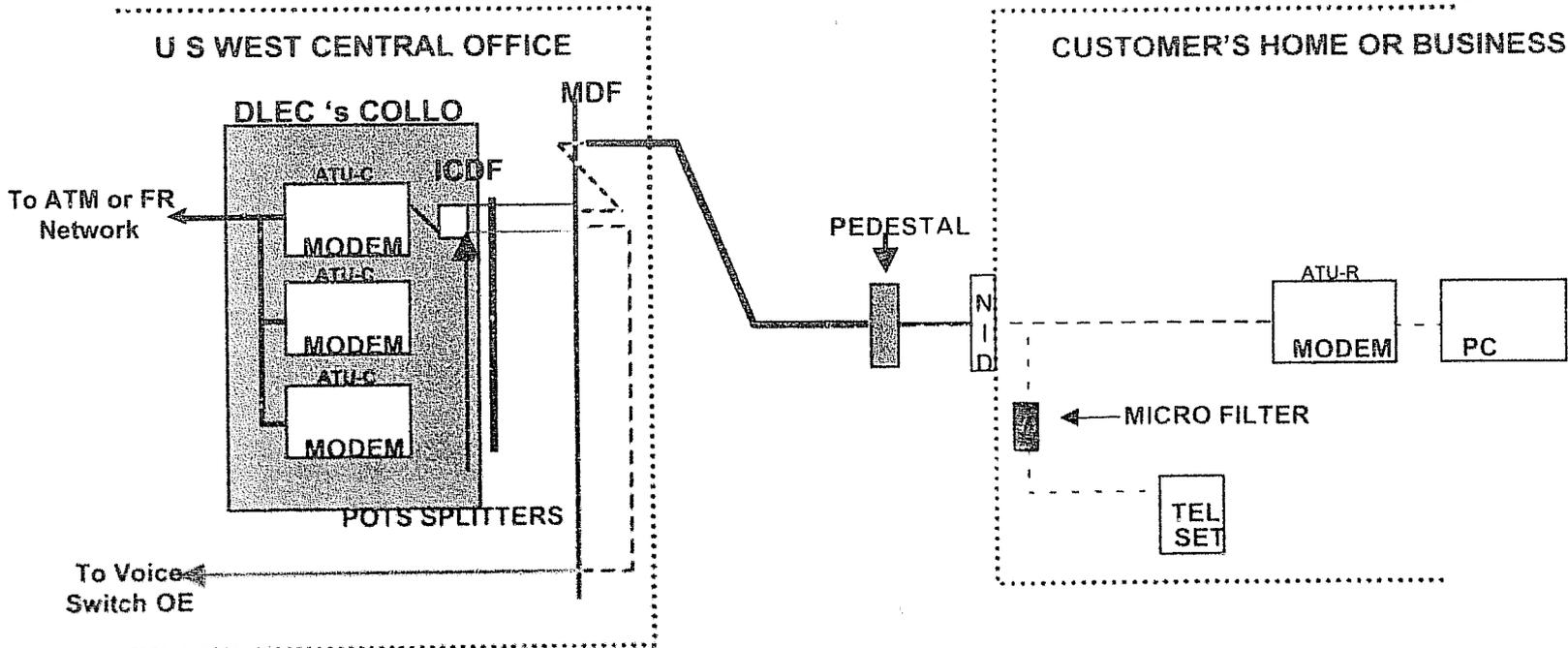
4

**fwn completed 06-15-00 14:36

CONTINUATION

[~~71~~] 3

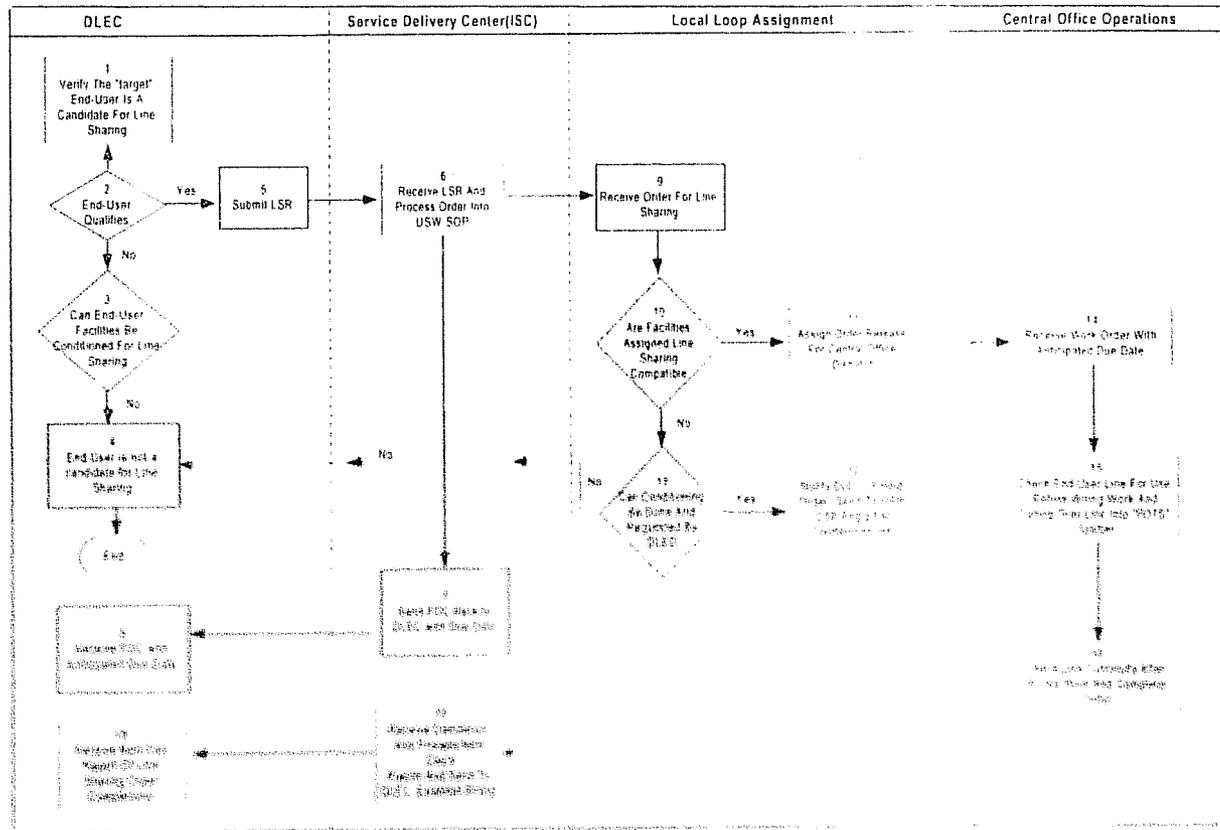
Scan ~ _____ ~ # Pages [__]



 Combined Voice and Data
 Voice Only
 Frame Cross Connects

 Outside Plant Cable
 Inside House Wire

Line Sharing/Shared Loop Provisioning Flow



CONTINUATION

~~[REDACTED]~~ 4

Line Sharing/Shared Loop Provisioning Task List

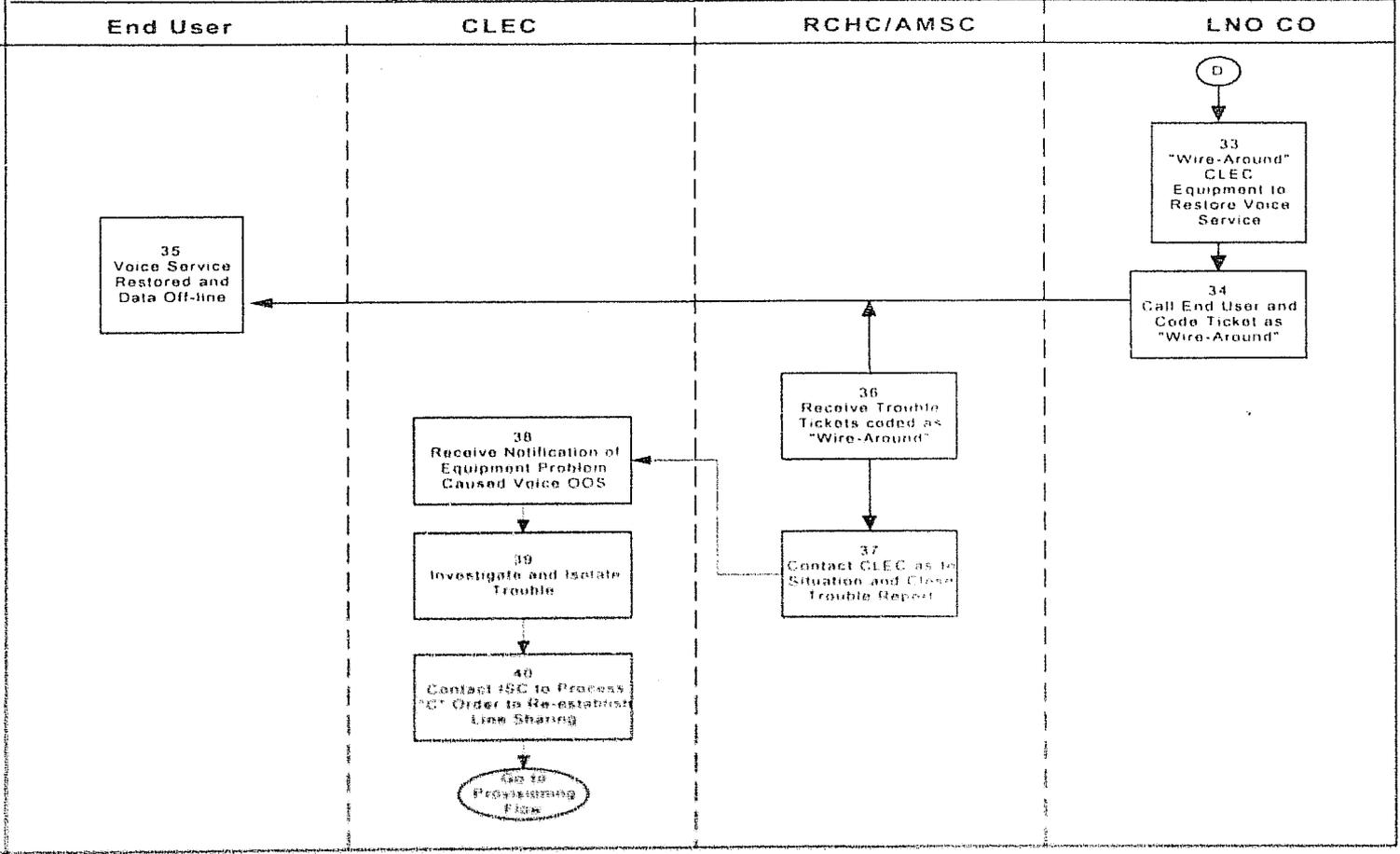
Assoc. Task #	Process
1	CLEC will verify Line Sharing candidates by accessing Loop Qualification tool available through IMA
2	CLEC determines from the IMA loop Qualification tool whether the end user's local loop is ADSL-qualified
3	The ability to request conditioning will be available at a later date.
4	If the local loop is not ADSL-qualified the line is not a candidate for line sharing
5	When the loop is a candidate for line sharing the CLEC will submit an LSR to the ISC via IMA or FAX
6	The ISC will received and review the LSR for completeness and accuracy before issuing an order into the service order processor. The Service Order Assistant will query ADSL Loop Qual tool upon receipt of the LSR. If the query fails the LSR will be rejected back to the CLEC. Two orders are issued. A "C" order will be issued on the existing simple Business/Residential customer line to add new FIDs indicating line sharing. A "N" order will be issued on the eCLEC account the bill the line sharing recurring and non recurring charges
7	Service Order Assistant sends firm order confirmation to the DLEC with the established due date for line sharing.
8	CLEC receives the firm order confirmation.
9	LFACS receives non designed order for line sharing.
10	Check is made between the equipment information on the order and the line information of the existing service. Can not have load coil or bridge tap.
11	If load coil or bridge tap exists and DLEC can not yet request conditioning the line is not a candidate for line sharing. The DLEC is notified to cancel order.
12	If DLEC can request conditioning the USW OSP Engineering Group is notified to do conditioning.
13	SWITCH assignments are made on the equipment information passed on the service order. The LFACS assignments are reused. Central Office dispatched arranged.
14	FOMS report is generated as wiring tool for the CO personnel.
15	CO technician cuts line into "POTS" Splitter. There will be some end user downtime around the wiring to the "POTS" splitter. The DLEC must make their customer aware of downtime.
16	MLT is used to test circuit for continuity. The "POTS" splitter will not interfere with testing. No additional xDSL testing on the cable pairs or testing back to the DLEC DSLAM equipment is available. Complete work in WFA/DI and/or WFA/DO
17	Service Order Assistant notifies DLEC of the completion of the line sharing order. Billing to the CLEC is established in CRIS.
18	DLEC receives completion notification.

CONTINUATION

[~~25~~] 5

Scan ~ _____ ~ # Pages []

Line Sharing/Shared Loop Maintenance Flow



CONTINUATION

[REDACTED] 6

Line Sharing/Shared Loop Maintenance Task List

Assoc. Task #	Process
1	End user customer experiences voice problem with service and calls U S West.
2	End user customer experiences data problem with service and calls CLEC
3	CLEC determines if trouble is voice or facility problem. If voice trouble CLEC refers end user to U S WEST
4	CLEC determines trouble to be related to the data equipment
5	CLEC resolves own data equipment trouble with the end user and closes their repair ticket with end user. Go to task 21.
6	The Repair Call Handling Center (RCHC) determines line sharing customer from records and refers either the end user or the C. to a special number in the AMSC
7	The Repair Call Expert (RCE) determines if the trouble is data, voice, or both data and voice.
8	RCE finds trouble is not associated with U S WEST.
9	RCE refers end user customer to their CLEC and closes trouble ticket.
10	RCE determines a line translation trouble related to U S WEST.
11	RCMAC clears line translation trouble, contacts customer and closes trouble ticket.
12	RCE determines trouble is software related.
13	Complex Translations repairs software trouble, contacts customer and closes trouble ticket.
14	RCE determines problem is physical trouble.
15	LRAC schedules and loads work to technician(s).
16	Central office trouble loaded to Central Office Technician (COT) via WFA/DI
17	COT determines if "wire around" required
18	If "wire around" not required COT repairs central office trouble, contacts customer and closes trouble ticket.
19	Outside trouble is loaded to LNO I&M Technician

Line Sharing/Shared Loop Maintenance Task List

Assoc. Task #	Process
20	Outside technician clears trouble, contacts customer and closes ticket
21	CLEC reports data related trouble to U S WEST or requests MLT test be performed to isolate data/facility.
22	RCE takes report
23	RCE screens trouble report and determines need to check physical facilities
23 1	Determine results of MLT test. If Central Office trouble go to task 15 If not Central Office trouble go to task 24.
24	LRAC loads trouble ticket via WFA/DO to outside technician
25	LRAC dispatches able technician with test set.
26	Outside technician performs cooperative testing to isolate trouble
27	Outside tech verifies facilities are good and closes ticket
28	CLEC performs cooperative testing the U S WEST field technician.
29	CLEC determines whether facilities can continue to support line sharing
30	Facilities can support line sharing. Resolve facility issues with U S WEST.
31	Facilities can no longer support line sharing. CLEC to disconnect line sharing.
32	End user receives notice form CLEC that Line Sharing is unavailable.
33	"Wire Around" 1 CLEC equipment to restore voice service to end user
34	Call end user and code ticket as "wire around"
35	End user's voice service is restored and data is disconnected.
36	RCHC/AMSC receive trouble tickets coded as "wire around"
37	Contact CLEC as to situation i.e., "wire around" and close trouble report.

Line Sharing/Shared Loop Maintenance Task List

ASSOC. Task #	Process
38	CLEC receives notification of data equipment problem.
39	CLEC investigates and isolates data trouble.
40	CLEC contact ISC to process a service order to re-establish line sharing.

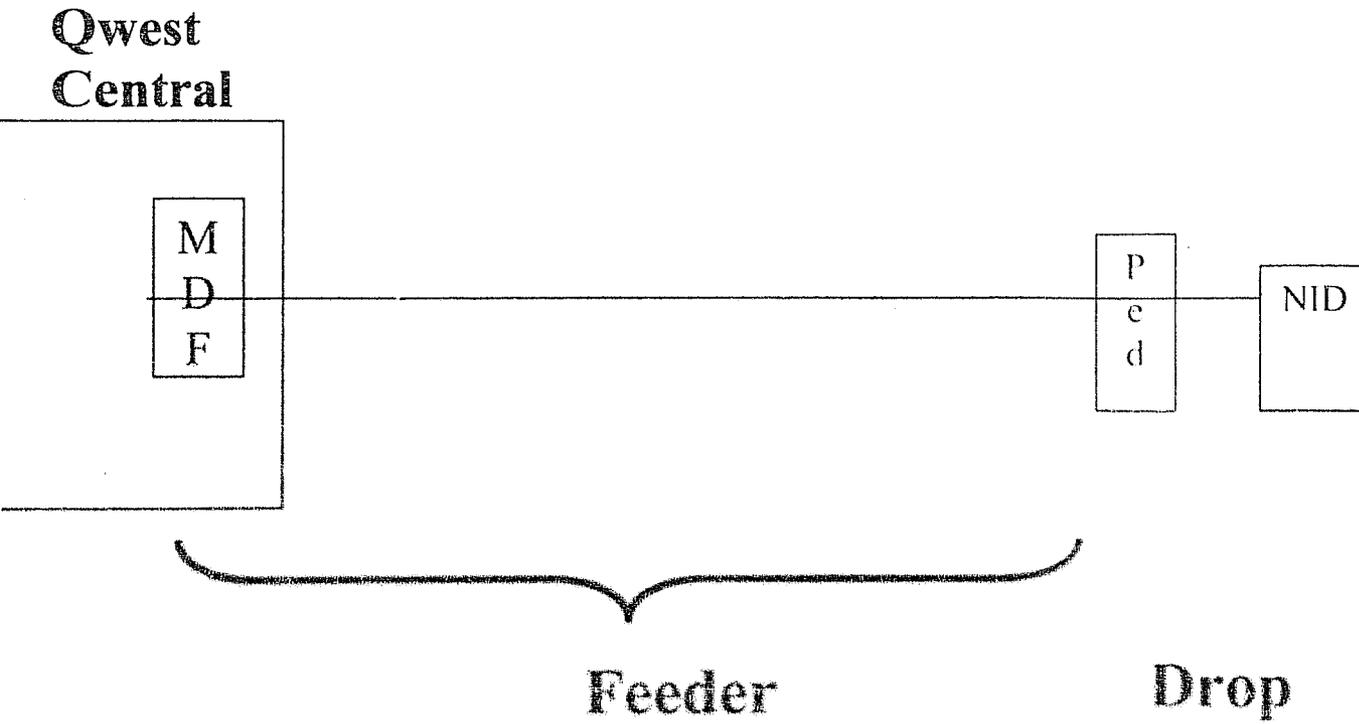
Note 1: If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls. (per 14 State Line Sharing Agreement 4/24/00, Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.)

CONTINUATION

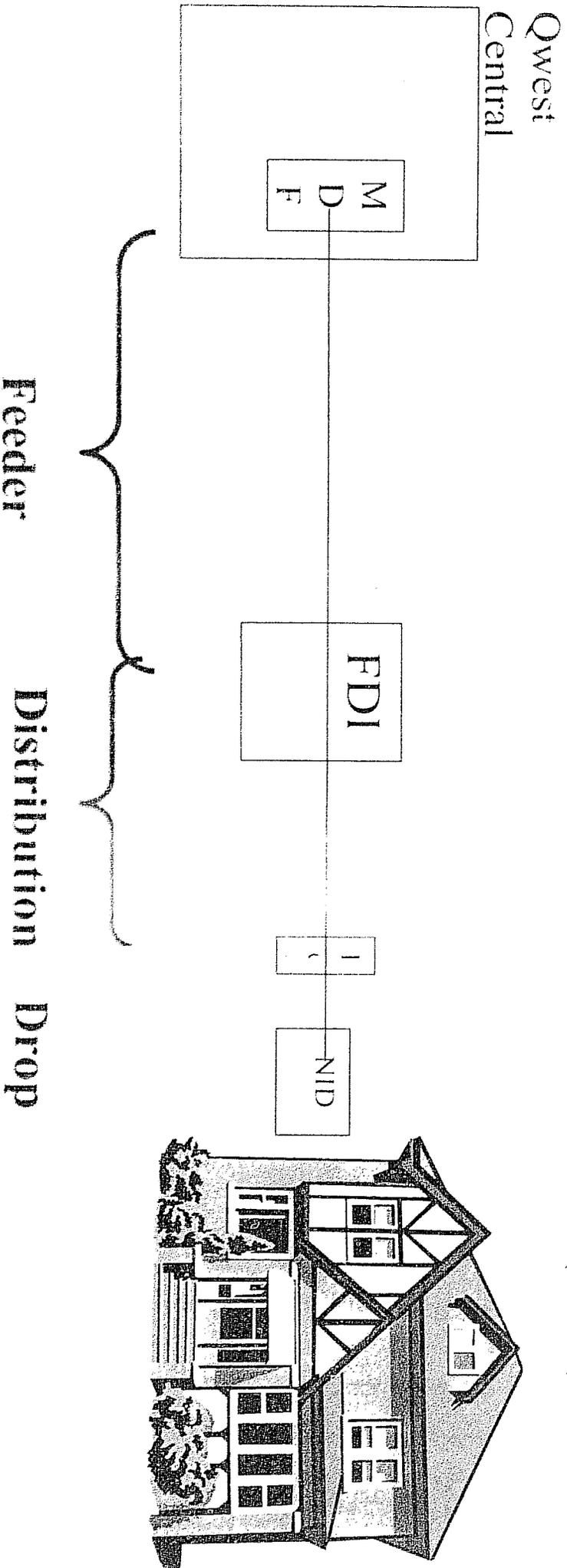
~~31~~ 7

Scan ~ _____ ~ # Pages []

Common Loop Architectures: Central Office Feed



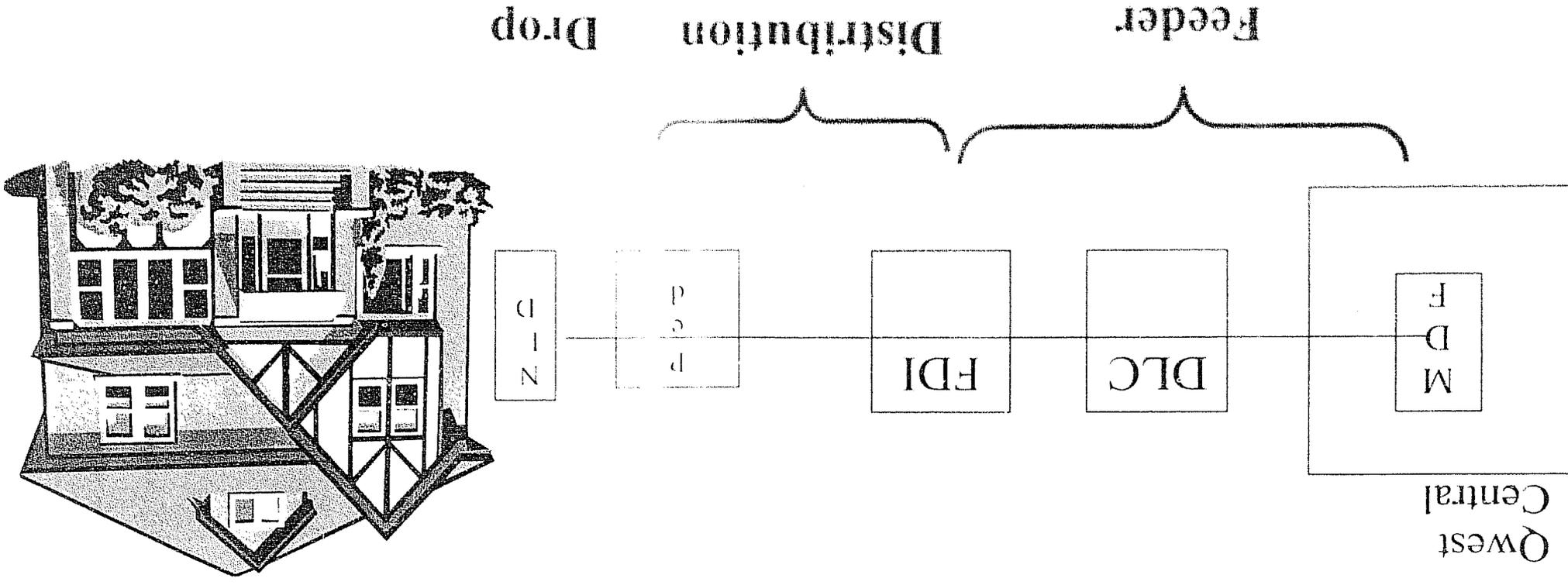
Common Loop Architectures: Loop with Feeder Distribution Interface (FDI)



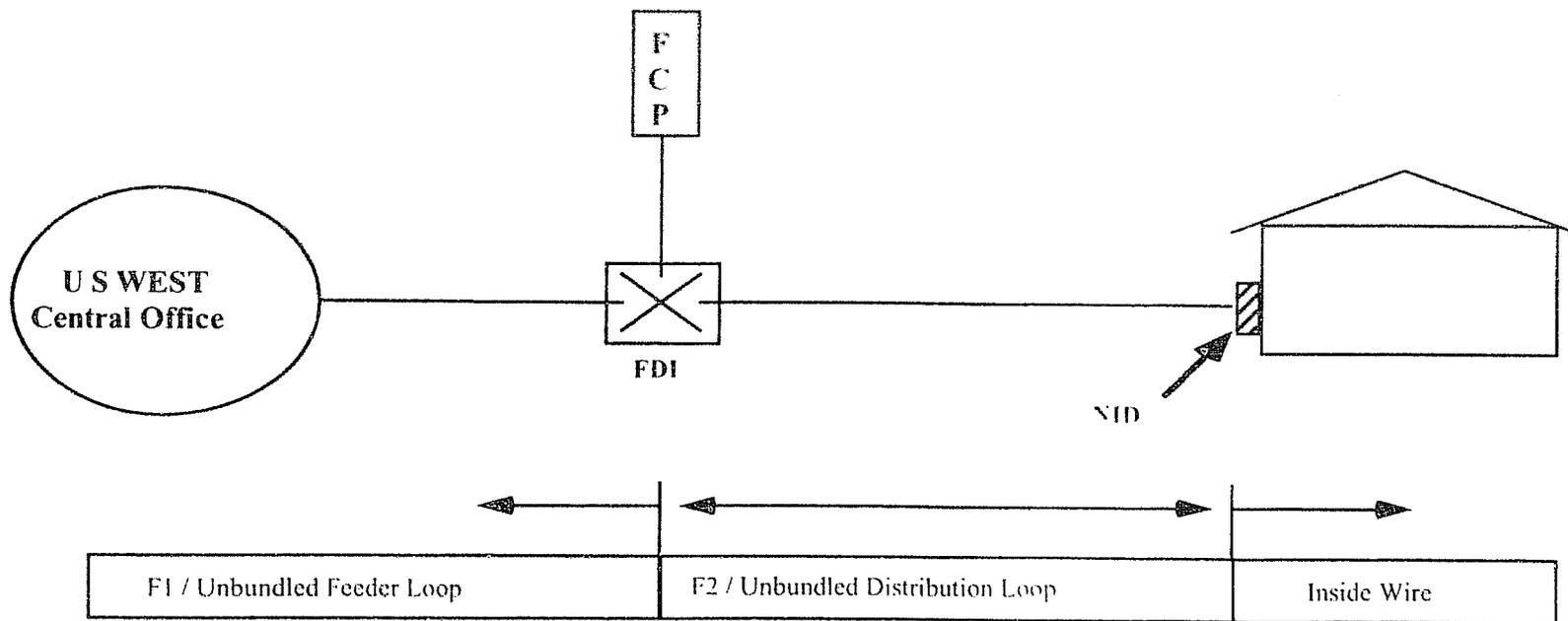
Common Loop Architectures

Loop with Digital Loop Carrier (DLC)

Figure 10-11
 Loop with Digital Loop Carrier (DLC)
 (Source: Bellcore, 1991)



Field Connection Point/Unbundled Feeder and Distribution Sub-Loop Diagram



FDI = Feeder Distribution Interface
FCP = Field Connection Point
NID = Network Interface Device

CONTINUATION

[~~32~~] 8



Field Connection Point Request Application Form

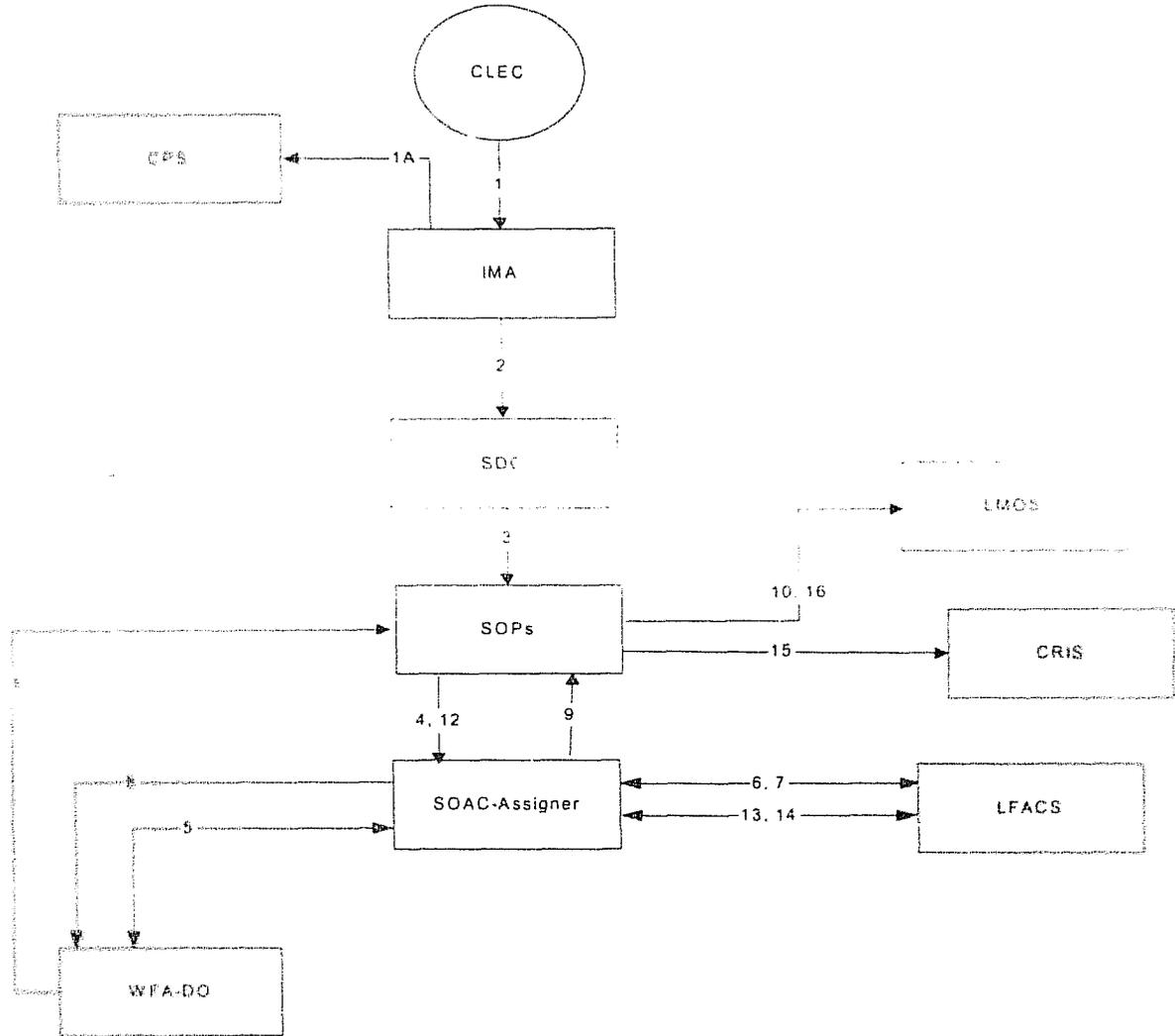
The information requested in this application is essential to evaluate your request for a Field Connection Point for access to Sub-Loop Unbundled Network Elements. Your request will be reviewed for technical feasibility (technically and operationally feasible). Requirements and timeframes for evaluating your request will follow those in the Field Connection Point Product process.

Please complete the application form in full, and submit it to your Qwest Account Team Representative. All sections must be completed before we can begin processing your request. A diagram must be included with the application in order to process the request.

1. Requested By _____
Company Name _____
Address _____
Primary Contact Name _____
Phone Number _____
Fax Number _____
Date of Request _____
Date Received (completed by Qwest) _____
Customer ZCID (completed by Qwest) _____
2. Please identify the specific location (e.g. end-users address) of where you want the FDI Field Connection Point. Qwest will only allow one FDI per FCP request form. Please include map or diagram if necessary. _____
3. Please indicate type of request (x)
Feeder Distribution Interface Field Connection Point. _____
4. Please indicate here if you wish to submit this information on a confidential basis. _____
5. Please identify the type of equipment you plan to interconnect to the Qwest network (e.g. Cross-box, DSLAM equipment etc.) _____

6. Will you be ordering Unbundled Feeder Loops If **yes** please identify the wire center where your collocation is located (E.g. ACTL,CILLI) _____
Enter type of collocation (e.g. Cage, Physical, Virtual). _____
Please enter the Number of DS1 Feeder Terminations _____
Please enter the NC/NCI code associated with the above request. _____
If Central Office Collocation is in progress please enter your BAN # _____
7. Please Identify the size of the cable that will be between the FCP and your equipment. _____
8. Please Identify the number of F2 terminations you will be requesting. _____
Please enter the NC/NCI code associated with the above request. _____
9. Please provide any additional information that would be useful in evaluation your request. (Diagrams etc.) _____

High Level LSR Process Flow for Intra-Building Cable



LSR Requirements:

1. CLEC needs to use Intra building Cable NC/NCI codes on LSR
2. CLEC needs to populate End-Users Address on the End-User form
3. CLEC needs to provide Qwest with Cable and Pair for their termination if they want Qwest to run the jumper. This information is not required if the CLEC is running the jumper

4. CLEC needs to place in the Remark section if they want Qwest to Dispatch or if they will Dispatch to run the jumper.
5. The CLEC will either Fax the order in or issue through IMA.

Attachment E – Service Order Examples
DISTRIBUTION LOOP
NON-DESIGN FLOW
Central

INOS S ST TWA TL GO SOI - AS - BPC SCN 2
TN 505 J83-3280 MH CUS 000 CD - - EX ALB APP 05-28 8A
ORD N50545000 CS XBMXN SLS 813D000 DD 06-06 | X
DDD 06-06-1998

AOSR N
PCL RSL (central)
PCS Y (central)
IZCIO B01
LNC BROOKS WORLDCOM
ORG SOA NAME 218 733-XXXX
SOTR (N&T orders)

-LIST
INP (SPNP) OPTEL(NP) (NODA) (new connect requires I action code)
ILA (OAD)
ISA 1628 W SUPERIOR ST, PHOENIX (address of end user)
ILOC UNIT T1-22 (optional, use premis rules)
ISIC 4813

-DIR
DEL NONE

(no CTL section)

-BILL
PON ALB980522255
B1N1 BROOKS WORLDCOM
BN2 ATTN: JOHN JENNINGS (billing information should be obtained
from the
BA1 425 S WOODS MILLS RD state summary bill CSR in BOSS)
BA2 STE 3--
PO 63017 CHESTERFIELD MO
CBR 314 878-1616
TAR AJ
MCN XXXHVZB01 (third char "x" for loop distribution)
CC B/CI CLEC-SEE SUMMARY BILL

GRP N 505 111-1450-602
BAPC 25B
CCON KRISTEN BURGHART, 612-252-5023
ZCID B01
TAX EEEE
NRSC N

-S&E

11 XBMXN /ZCID B01
11 NP3/ZCID B01

NO DISPATCH

11 NHCCE/ZCID B01 (USOC for order process)
(4 WIRE)

11 U6LOU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS/CKR 0264354./UNN1
SPC C20/UCP TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxx, xxxxxxxxxxx, PR xxx
xxxx/LSO xxx xxx (for /ZCID B01

provisioning do not
require NC or NCI
information)

OR

(2 WIRE)
11 U6LRU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxx, PR xxx /ZCID
B01

DISPATCH

11 1CRLJ/ZCID B01
(4 WIRE)

11 U6LOU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxx, xxxxxxxxxxx, PR
xxxx, xxxxx /ZCID B01

OR

(2 WIRE)
11 U6LNU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxx, PR xxx /ZCID
B01

-RMKS

IACC C:05:00P
RMK INTRABUILDING CABLE
RMK FC SDT

(Soft dial tone)

**DISTRIBUTION LOOP
NON-DESIGN FLOW
Eastern**

INQS S ST T W A T L G O S O I - A S - B P C S C N 2
TN 612 J83-3280 MH CUS 000 CD - - EX ALB APP 05-28 8A
ORD N50545000 CS XBMXN SLS 813D000 DD 06-06 | X
DDD 06-06-1998

IZCID B01
LNC BROOKS WORLDCOM
ORG SOA NAME 218 733-XXXX
SDTR

(N&T orders)

-LIST
INP (SPNP) OPTEL(NP) (NODA)
ILA (OAD)
ISA 1628 W SUPERIOR ST, PHOENIX
ILOC UNIT T1-22
ISIC 4813

(new connect requires 1 action code)

(address of end user)

(optional, use premis rules)

--DIR
DEL NONE

(no CTL section)

-BILL
IPON ALB980522255
IB1N1 BROOKS WORLDCOM
IBN2 ATTN: JOHN JENNINGS
IBA1 425 S WOODS MILLS RD
IBA2 STE 3--
IPO 63017 CHESTERFIELD MO
ICBR 314 878-1616
ITAR AJ
IMCN XXXHVZB01
ICC B/CI CLEC-SEE SUMMARY BILL
IGRP N 505 111-1450-602
IBAPC 25B
ICCON KRISTEN BURGHART, 612-252-5023
IZCID B01

(billing information should be obtained

from the state summary bill CSR in BOSS)

(third char "X" for loop distribution)

ITAX EEEE
NRSC N
QZAP YZ 9007
ICSG 037

-S&E

11 NP3/ZCID B01
NO DISPATCH
11 NHCCE/ZCID B01 (USOC used to order process)
(4 WIRE)
11 U6LQU/NC LXBN/NCI 02NO2/UNE1 3.LXFU 506984..NW/CKR 0264354/UNN1
SPC C30/UCP1 TYP.UL LOC.FLD MTPT CA.xxxxxxxxx, xxxxxxxxxxx, PR xxx.
xxxx/LSO xxx xxx (for /ZCID B01
provisioning do not
require NC or NCI
information)

OR

(2 WIRE)
11 U6LQU/NC LXBN/NCI 02NO2/UNE1 3 LXFU.506984..NW
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxx, PR xxxx/ZCID
B01

DISPATCH

11 U6LQU/ZCID B01
(4 WIRE)
11 U6LQU/NC LXBN/NCI 02NO2/UNE1 3.LXFU.506984..NW
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL LOC.FLD. MTPT CA xxxxxxxxxxx, xxxxxxxxxxx, PR
xxxx, xxxx/ZCID B01

OR

(2 WIRE)
11 U6LQU/NC LXBN/NCI 02NO2/UNE1 3.LXFU.506984..NW
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL LOC.FLD. MTPT CA xxxxxxxxxxx, PR xxxx/ZCID
B01

-RMKS

IACC C-05 00P
RMK INTRABUILDING CABLE
RMK FC SDT

(Soft dial tone)

**DISTRIBUTION LOOP
NON-DESIGN FLOW
WESTERN**

STATUS NT APP 03-21-2001 07 a
ID 03-21-2001

TN 206 T22-3280 CUS 000 EX SEA CS XBMXN SPA
ORD N50545000 SLS 813D000 CAA XYZ
DD 06-06-2001 (X
CD - -
DDD 06-06-1998

ADSR N
IZCID B01
CCOT WE
SDTR

-LIST
ISA 1628 W SUPERIOR ST. PHOENIX (address of end user)
ISIC 4613

(no CTL section)

-BILL
CI CLEC SEE SUMMARY BILL
IPON ALB980522255 (Central region Bill section no I action needed, follow
rules for each SOP)
BN BROOKS WORLD COM
BN ATTN: JOHN JENNINGS (billing information should be obtained
from the
IMCN XXXHVZB01 (third char "x" for loop distribution)
IBTN N 505 111-1450-602
ICCON KRISTEN BURGHART, 612-252-5023
IZCID B01
ITAX A,D,Y,C,L,J,H,N,K,

-S&E

I1 XBMXN /ZCID B01
CEQ
NO DISPATCH
I1 NHCCE/ZCID B01 (USOC for order process)
(4 wire)
I1 U6LQU/NC LXBN/NCI 02N02/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxxx, xxxxxxxxxxxx, PR
xxxx, xxxx

/ZCID B01

OR

(2 wire)
I1 U6LRU/NC LXBN/NCI 02NO2/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxxx, PR xxxx /ZCID
B01

DISPATCH

I1 1CRLJ/ZCID B01
(4 WIRE)
I1 U6LOU/NC LXBN/NCI 02NO2/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxxx, xxxxxxxxxxxx, PR
xxxx, xxxx/ZCID B01

OR

(2 WIRE)
I1 U6LNU/NC LXBN/NCI 02NO2/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxxxx, PR xxxxx/ZCID
B01

-RMKS

IACC C:05:00P

RMK INTRABUILDING CABLE

RMK FC SDT

(Soft dial tone)

Attachment F– USOCs and NC Codes

USOCs:

USOC	Description
U6LNU	Intra Building Cable Distribution Loop – Unbundled Service Loop - Terminal to Network Interface Device - 2 Wire
U6LOU	Intra Building Cable Distribution Loop – Unbundled Service Loop - Terminal to Network Interface Device - 4-Wire
U6LRU	Intra Building Cable Distribution Loop – Unbundled Service Loop - Terminal to Network Interface Device - 4 Wire - No dispatch required
U6LQU	Intra Building Cable Distribution Loop – Unbundled Service Loop - Terminal to Network Interface Device - 2 Wire - No dispatch required
1CRLJ	Installation Charge - Intra Building Cable Distribution Loop - Unbundled Service - Additional Loop at same request
NHCCE	Nonrecurring Charge - Unbundled Service - Intra Building Distribution Loop - Service Order Processing Charge
1CRLH	Installation Charge - Intra Building Cable Distribution Loop - Unbundled Service - First Loop

NC/NCI CODES:

NC CODE	NCI CODE	SECNCI	DESCRIPTION	USOC to be derived (for CPS query)
LXBN	04NO2	04QD2.OOF	Distribution Loop, Building Wiring, No Signaling; Transmission Only – 4 wire	NHCCE
LXBN	02NO2	02WD2.OOF	Distribution Loop, Building Wiring, No Signaling; Transmission Only – 2 wire	NHCCE

Acronym	Description
CLEC	Competitive Local Exchange Carrier
CPS	Co-Provider (CLEC) Services – Validation Database
IMA	Interconnection Mediated Access
SDC	Service Delivery Center
SOPs	Service Order Processors
LMOS	Loop Maintenance Operating System
CRIS	Customer Records and Information System
SOAC	Service Order Assignment and Control
LFACs	Loop Facility Assignment and Control System
WFA-DO	Work Force Administration – Dispatch Out



**Qwest's Standard
Multi Tenant Environment (MTE)
Terminal Access
Protocol**

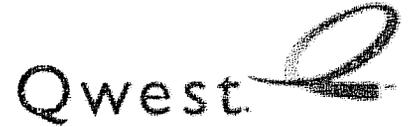


Table of Contents

INTRODUCTION	3	
ASSUMPTIONS FOR DIRECT CLEC ACCESS OF QWEST MTE TERMINALS:	4	
PRECONDITIONS FOR CLEC ACCESS TO QWEST MTE TERMINALS:.....	4	
CONDITIONS FOR CLEC ACCESS OF QWEST OWNED MTE TERMINALS:	4	
CLEC RESPONSIBILITIES:	7	
DIRECT MTE TERMINAL ACCESS DETERMINED BY CWSTP OPTION:	8	
CWSTP OPTION 1.....	8	
CWSTP OPTION 2.....	9	
CWSTP OPTION 3.....	10	
CWSTP OPTION 4.....	11	
ACCESS PROTOCOL FOR COMMON MTE TERMINAL TYPES.....	12	
66 TYPE TERMINAL BLOCKS.....	12	
76 TYPE TERMINAL BLOCK:.....	13	
WEATHER PROTECTION FOR OSP WALL FEEDS	14	
SINGLE POINT OF INTERCONNECTION (SPOI).....	15	
QWEST FEEDER	CLEC FEEDER	17
QWEST FEEDER	CLEC FEEDER	18
DEFINITIONS.....	30	



Introduction

Qwest provides CLECs, possessing a valid interconnection agreement, direct access to its multi-tenant environment (MTE) terminals. Direct access to Qwest MTE terminals is provided for the purpose of accessing inside wire owned by Qwest (hereinafter "Intrabuilding Cable"). CLECs may directly access a MTE terminal to obtain access to a subloop unbundled network element (e.g., Intrabuilding Cable) from Qwest or directly access a NID to obtain access to customer owned inside wire.

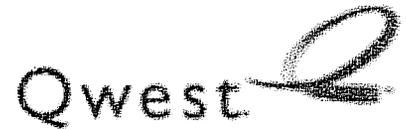
This document provides the appropriate access methodology or protocol for CLEC access to Qwest owned or controlled MTE terminals that are attached either to the outside of an MTE or inside of a MTE premises. It is intended for use by CLEC field technicians provisioning telecommunications services to its end user customers.

The MTE access protocol is presented by first providing the assumptions and precondition requirements that establish the correct parameters to allow CLEC direct MTE access. It also addresses the conditions in the form of correct behavior to be exercised when accessing a Qwest owned MTE terminal. Then the access protocol is described in the context of where the network demarcation point occurs as well as the MTE termination arrangements found in Qwest's network. This document is intended to illustrate access in many of the large number of MTE terminals placed in Qwest's networks over several decades. While not inclusive of the entire MTE terminal universe, the access protocol provides clear direction for direct CLEC access of the vast majority of such terminals.



Assumptions for direct CLEC Access of Qwest MTE Terminals:

1. There are many types of outside plant (OSP) terminals currently deployed in Qwest's network. This MTE Access Protocol provides CLECs with the methodology to directly access building terminals mounted inside buildings and those attached to the outside of buildings (i.e., Inside Terminals, Wall Feed Terminals).
2. The volume and variety of OSP terminals complicates the capability for any MTE terminal access protocol to address every scenario encountered in Qwest's network. Therefore, proper access methodology to Qwest MTE terminals not identified in the MTE access protocol will be provided on an individual case basis (ICB). Prior to providing proper access methodology, such assessment shall not prevent CLEC from directly accessing Intra-Building Cable Loop utilizing common industry temporizing methods.
3. CLEC will perform appropriate procedures to ensure subloop access to the correct subloop customer. These procedures may include adding tone to the subloop to verify access to the correct end user customer.
4. Qwest and CLECs will always adhere to National Electric Code (NEC) and National Electric Safety Code (NESC) requirements.
5. Access to Qwest subloop UNEs provides CLEC with access to an Intra-Building Cable Loop which is a Qwest provided facility from the building terminal inside a MTE, commonly the MPOE, to the demarcation point at the end user customer premises inside the same building. This subloop UNE only applies when Qwest owns the intra-building cable (i.e., riser cable, inside wire).
6. Access to MTE terminals that perform a demarcation point between Qwest's distribution network and end user customer or landlord owned intra-building cable shall be negotiated between CLEC and the end user customer or landlord. Qwest has no ownership or control of such inside wire or riser cable.



Preconditions for CLEC Access to Qwest MTE Terminals:

1. CLEC has an in effect interconnection agreement in the state where the MTE is located.
2. The appropriate *Qwest Cable Wire Service Termination Policy (CWSTP)* option, as defined by tariff, has been identified for the MTE for which the CLEC desires direct access.
3. Qwest has received a valid local service request (LSR) for subloop access.
4. CLEC termination inventory is contained in appropriate Qwest provisioning and repair systems. CLEC termination inventory creation may occur during, or in conjunction with, the first subloop Intra-Building Cable Loop UNE order in a given MTE terminal.



Conditions for CLEC Access of Qwest Owned MTE Terminals:

1. Access must minimize disruption to Qwest facilities and not disrupt Qwest customer service.
2. Intra building cable (IBC) owned and controlled by Qwest is only to be used to provide telecommunications services, as contemplated in the Telecom Act of 1996, to a MTE end user customer.
3. Line protection of Qwest facilities must remain intact per National Electric Code (NEC) and National Electric Safety Code (NESC).
4. Direct MTE terminal access protocol shall provide CLEC direct access to the customer side of the MTE terminal cross-connect or direct access to the MTE terminal protector field.
5. If no customer cross-connect field exists in the MTE terminal, CLEC shall access utilizing a temporizing method that maximizes long-term accessibility to the terminal (e.g., maintains the length of Qwest's network facilities).
6. Direct MTE terminal access protocol shall provide methodology for CLEC to break direct current (DC) continuity with Qwest's network.
7. Terminal technology and/or subloop volume may necessitate placement or re-placement of a cross-connect field to serve as a single point of interconnection (SPOI).
8. CLEC may access Qwest MTE terminal as a test access point for subloop Intra-Building Cable Loop UNEs leased from Qwest.



CLEC Responsibilities:

A local service request (LSR) must be issued by CLEC to Qwest in all cases before access to a Qwest owned terminal. This will allow Qwest to:

- Remove cross-connects, or connectivity, from records.
- Review terminal for the Cable Wire Service Termination Policy (CWSTP) option.
- Review type of terminal for direct access capability.

When attaching conduit to closures:

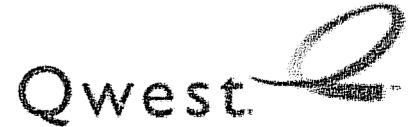
- Use existing knockouts in closures.
- If not equipped with knockouts, use standard size hole punch to make an opening.
- Locate opening to not hinder door or other operating parts or cable/jumper paths.
- Conduit entry into MTE terminal must not allow water to drip into closure.

Attaching jumper to Intra Building Cable (IBC):

- Identify IBC from MTE terminal customer side.
- If a cross-connect field exists at MTE terminal, take appropriate action to remove continuity from Qwest network, if any, and attach CLEC jumper (e.g., "lift and lay").
- If no cross-connect field exists, access IBC by placing a temporary connection.

Housekeeping:

- Maintain a safe and clean work environment at the MTE terminal.
- Remove left-in jumpers completely from terminations (i.e., no dangling ends).
- Dress jumpers in proper raceways or paths.
- Close and secure closure properly.
- Remove any trash resulting from work operation.



Direct MTE Terminal Access Determined by CWSTP Option:

CWSTP Option 1

MTE Terminals identified as Option 1 are MTE network interface devices (NIDs). A MTE NID is defined as a terminal that is simultaneously the minimum point of entry (MPOE) and the network demarcation point where Qwest of telecommunication facilities ownership and control ends and the property owner's ownership and control begins. MTE NID access may be obtained at the protector field, where spare capacity exists, as well as at the customer's inside wire appearance (i.e., customer cross-connect side of the MTE NID). Once inside wire ownership is determined to be that of the end user customer or landlord (i.e., MTE NID), CLEC shall have access to the inside wire without precondition and interference from Qwest.

Qwest provides access into a protector field at MTE NIDs on an individual case basis (ICB) dependent upon the type of protector field present at the MTE terminal, the type of splice stub available to connect to the protector field, and availability of spare unused protectors (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field, at the splice point on the OSP side of the protector, when spare protector capacity exists. Per pair access will be granted at the protector stub splice, except where modular splice connections exist, and only be allowed in cable size increments appropriate to the spare capacity available in the terminal. In such case, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair cable increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into a MTE NID protection field via splice chamber must be terminated per section 315 of the NESC and section 800.30 of the NEC. If CLEC capacity requirements exceed terminal capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC request and expense. CLEC may directly access customer owned inside wire without limitation from Qwest. Management of DC continuity with Qwest's network is the responsibility of the CLEC. CLEC is not authorized to manipulate Qwest's terminations or line protectors within the MTE NID.



CWSTP Option 2

Option 2 sets the demarcation point at the floor level in a multi story building. In Option 2, Qwest owns and maintains riser cable from the floor level back to the MPOE terminal. The same architecture also applies to trailer parks and marinas. Option 2 typically provides a readily accessible cross connect field for direct MTE terminal access at the MPOE. Qwest typically inventories Qwest owned inside wire (riser cable) extending beyond the MTE terminal to the network demarcation point. Option 2 MTE terminal access may be obtained at the MPOE protector field, MPOE terminal, and at the network demarcation point (e.g., located on each floor of a multi-story building or dock of a marina).

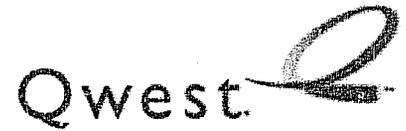
- Qwest provides access into a protector field at Option 2 MTE terminals on an individual case basis (ICB) dependent upon the type of protector field present at the MTE terminal, the type of splice stub available to connect to the protector field, and availability of spare unused protectors (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field, at the splice point on the outside plant side of the protector, when spare protector capacity exists. Per pair access will be granted at the protector stub splice, except where modular splice connections exist, and only be allowed in cable size increments appropriate to the spare capacity available in the terminal. In such case, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair cable increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into a protection field via splice chamber must be terminated per section 315 of the NESC and section 800.30 of the NEC. If CLEC capacity requirements exceed line protector capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC request and expense.
- CLEC access to customer cross-connects is accomplished in substantially the same manner as Qwest provides for itself. For MPOE terminal access, CLEC places jumper wire between the CLEC controlled cross-connect to the end user customer side of the Qwest owned MTE terminal. If MTE access is gained at the network demarcation point, the CLEC has free access to terminations cabled to the suite or apartment units.



CWSTP Option 3

For Option 3, the demarcation point is located either in the suite or apartment unit. Qwest owns and maintains all wire and equipment from the suite or unit back to the central office. Option 3 MTE terminals typically consist of terminals at the MPOE that are hard-wired and contain no readily accessible cross-connect field. The exception to this rule is large MTE buildings. Prior to direct CLEC access, Qwest owned and controlled inside wire for Option 3 MTE terminals was not always inventoried in provisioning and maintenance databases. Hard-wired terminals perform the function of a splice rather than a cross-connect as Qwest technicians have little cause to access such terminals. However, the need for over-voltage protection in the MPOE terminal resulted in the placement of a terminal without cross-connects. Option 3 MTE terminal access may be obtained at the MPOE protector field as well as at the network demarcation point between Qwest's owned and controlled inside wire and the first point of entry into the end user customer suite or apartment. Direct CLEC access to Option 3 hard-wired terminals will initially require a temporized connection. If conditions warrant, Qwest will replace the Option 3 hard-wired terminal with a terminal containing a proper cross-connect field and clear demarcation points for test access.

- Qwest provides access into a protector field at MTE terminals on an individual case basis (ICB) dependent upon the type of protector field present at the MTE terminal, the type of splice stub available to connect to the protector field, and availability of spare unused protectors (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field, at the splice point on the outside plant side of the protector, when spare protector capacity exists. Per pair access will be granted at the protector stub splice, except where modular splice connections exist, and only be allowed in cable increments appropriate to the spare capacity available in the terminal. In such cases, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair cable increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into an MTE NID protection field via splice chamber must be terminated per section 315 of the NESC and section 800.30 of the NEC.
- CLEC access to customer cross-connects are accomplished by first determining the terminal block type (e.g., 66 and 76 type terminal blocks) and following the access procedures outlined below for Option 3.



- If CLEC capacity requirements exceed line protector capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC request and expense.

CWSTP Option 4

Option 4 provides a MPOE for campus environments. Such terminals may be attached to the MTE but typically are placed near the property line of a campus environment and are detached from MTE buildings usually resting on a separate pad on provided rights of way. Access to attached Option 4 terminals functioning as Option 1 NIDs will be provided as described above in Option 1. Access to Option 4 detached terminals is provided through Field Connection Point (FCP) and collocation processes (see SGAT for terms and conditions).



Access Protocol for Common MTE Terminal Types

66 Type Terminal Blocks

If the 66 type terminal block is a M150 or M125 type, CLEC may directly access the MTE terminal on the customer side of the cross-connect field by performing a "lift and lay" process whereby the Qwest jumper wire is removed and the CLEC jumper wire is placed. If a bridge clip acts as a jumper wire, the CLEC must remove the bridge clip or wire jumper and lay jumper wire on the customer side of the cross connect field. Removal of a bridge clip or wire jumper removes DC continuity with Qwest's network (*Fig 1*).

When found in Option 3, often the 66 terminal block is a single terminating strip. In this scenario, the CLEC must determine the type of line protector provided in the MTE terminal.

- If the protector is a carbon (screw) or fuse type protector, a M150 or M125 type 66 block the existing 66 block must be replaced. Protectors of this type do not provide a mechanism to remove DC continuity that may lead to excessive bridge tap in direct MTE terminal access applications. Qwest will perform the terminal block replacement (*Photo 1*).
- If the protector is a five-pin line protector, CLEC may directly access the terminal by placing a capacity expanding device (Marconi part # SA3) over the existing customer cross-connect and then laying the CLEC jumper wire onto the capacity expanding device. To break DC continuity, the CLEC must remove the five-pin line protector for the end user customer and replace it with a service denial line protector unit (Marconi part # F013789).

Additionally, CLEC must perform the following activities:

1. Tag the CLEC jumper wire with CLEC name and unit number accessed.
2. Properly dress jumper wire in wire guides provided within terminal or on backboard.
3. Provide raceway or conduit appropriate to the environment (i.e., inside versus outside) between the CLEC terminal & the customer side of the Qwest provided terminal.



4. Utilize knockouts, where they exist and are accessible, for conduit placement in attached outside and closed terminals. If no knockouts exist in the MTE terminal for conduit placement, drill hole in such a manner to minimize introduction of moisture into the terminal.

76 Type Terminal Block:

When accessing 76 type terminal blocks (*Photo 8*) in MTE terminals, CLEC may directly access the customer side of the cross-connect field by performing a "lift and lay" procedure. 76 type terminals utilize a screw type binding post connecting the Qwest's distribution network between the central office and the network demarcation point near the end user. Access to 76 type MTE terminals involves the CLEC unscrewing the customer cross connect binding post, removing Qwest's jumper wire, placing CLEC jumper on the customer cross-connect, and tightening the screw on the binding post. Additionally, CLEC must perform the following activities:

1. Tag the CLEC jumper wire with CLEC name and premises unit number accessed.
2. Properly dress jumper wire in wire guides provided within terminal or on backboard.
3. Provide raceway or conduit appropriate to the environment (i.e., inside versus outside) between the CLEC terminal & the customer side of the Qwest provided terminal.
4. Utilize knockouts, where they exist and are accessible, for conduit placement in attached outside and closed terminals. If no knockouts exist in the MTE terminal for conduit placement, drill hole in such a manner to minimize introduction of moisture into the terminal.

Removal of the Qwest jumper wire at the customer cross-connect breaks DC continuity with Qwest's network.



Weather Protection for OSP Wall Feeds

Weather protection must be considered when accessing OSP closures. Typically, wall feeds are located in weatherproof closures mounted on the side of buildings. The closure houses a splice chamber, protector field, and termination block(s). Terminations are grounded per NESC and NEC regulations (*Photos 6 and 7*).

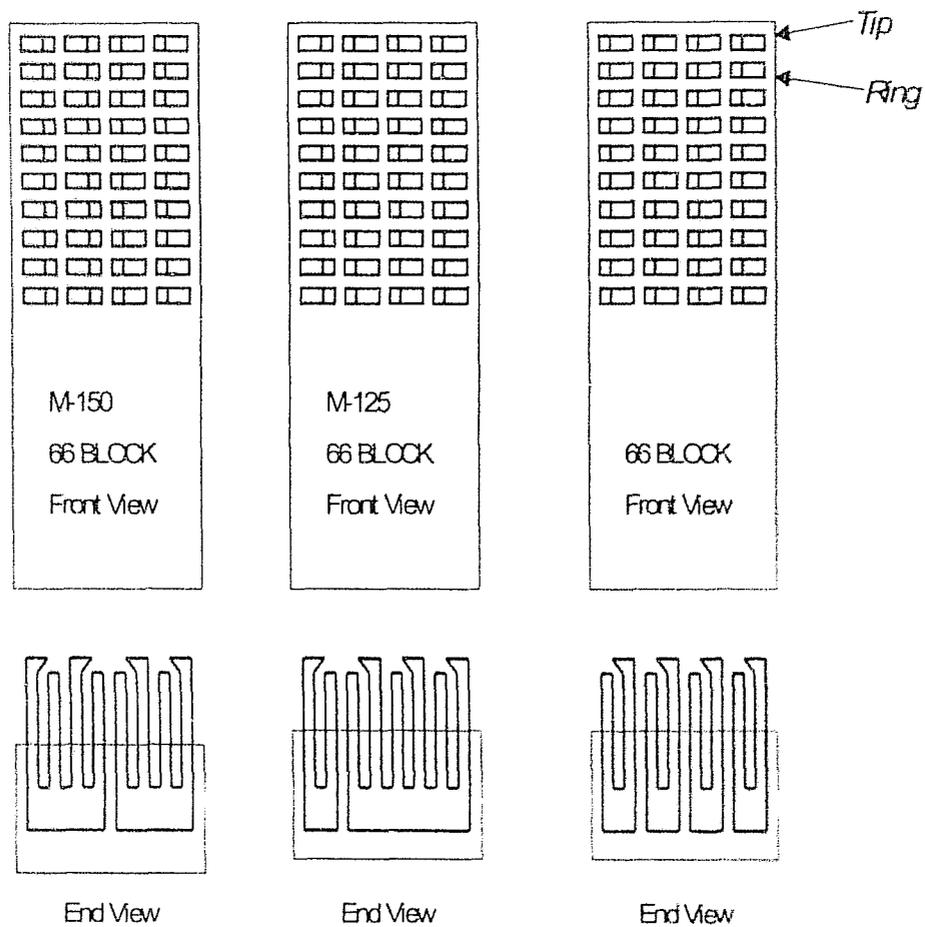
To access an OSP closure, the CLEC will place a conduit with a weatherproof connection from CLEC closure to the Qwest closure. This conduit must not obstruct any openings or access panels so as to block entry into the cabinet. The conduit will utilize existing knockouts for entrance into the closure where possible or will place CLEC facilities through the bottom skirting of the closure. CLEC closure must be protected and independently grounded per NESC and NEC standards before connecting conduit to the Qwest closure.



Single Point of Interconnection (SPOI)

For CWSTP options 1, 2, and 3, Qwest may place a Single Point of Interconnection (SPOI) at or near the MTE terminal as space, terminal technology, or terminal access volumes dictate. On an ICB, Qwest will provision a new cross-connect field as a SPOI where technically feasible (space, power, building owner's cooperation). CLEC shall have access to existing MTE terminal prior to placement of SPOI utilizing temporary connections at such terminal.

If a SPOI is placed after direct CLEC access has been granted at a MTE terminal, Qwest will negotiate with CLEC timing to minimize end user customer service disruption to move all existing terminations to the SPOI and subsequent MTE terminal access will be granted to CLEC at the SPOI only.



ADDITIONAL ACCESS METHODS

CLEC may access subloop UNEs at any accessible terminal, including the NID, MPOE, or demarcation point. If the terminal is equipped with a cross-connect field, the CLEC may access the subloop UNE at the customer side of the cross-connect. If a cross-connect field does not exist, CLEC may use a temporary connection to obtain access to the customer side of the MTE terminal until Qwest can provide a proper cross-connect field or SPOI. Where Qwest places a SPOI to create a permanent cross-connect field for CLEC direct access, Qwest will move all temporary CLEC connections onto the SPOI. CLEC may not temporize its connections once Qwest places a SPOI. CLEC may request Qwest place a SPOI at CLEC expense.

Typically, feeder cable and intra building cable are terminated on separate 66 blocks. Cross-connect jumpers are run between the 66 blocks to connect the feeder cable to the intra building cable.

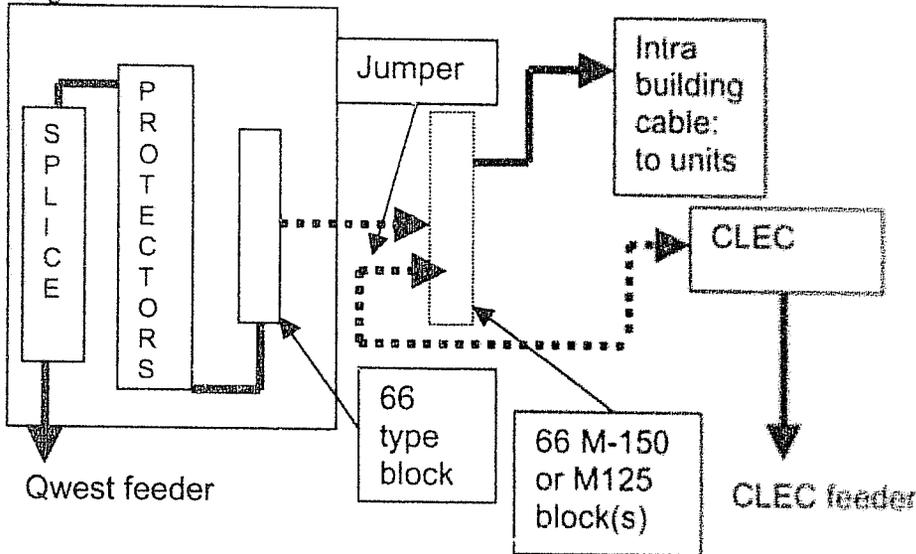


Either 66-M150 or 66-M125 blocks can be used as a cross-connect field supporting multiple vendors. Cable connected back to the Qwest central office is terminated on the left side of the M-150 or M-125 block. Intra building cable (IBC) is connected on the far right side of the blocks. Continuity from the feeder side to the intra building cable side is achieved by:

- A) Placing a bridging clip across the correct center to end termination tips.
- B) Laying a jumper wire down on the correct center to end termination tips.

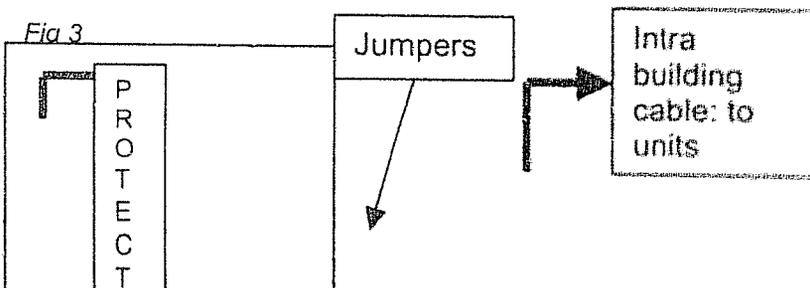
Typically Inside Terminals consisting of 300 pairs and less are equipped with extra 66 blocks on the backboard. CLECs gain access to IBC by placing a jumper at the 66-M150 or M-125 block(s). Continuity to Qwest's network is eliminated by removing a jumper or bridging clip at the 66-M150 or M125 block.

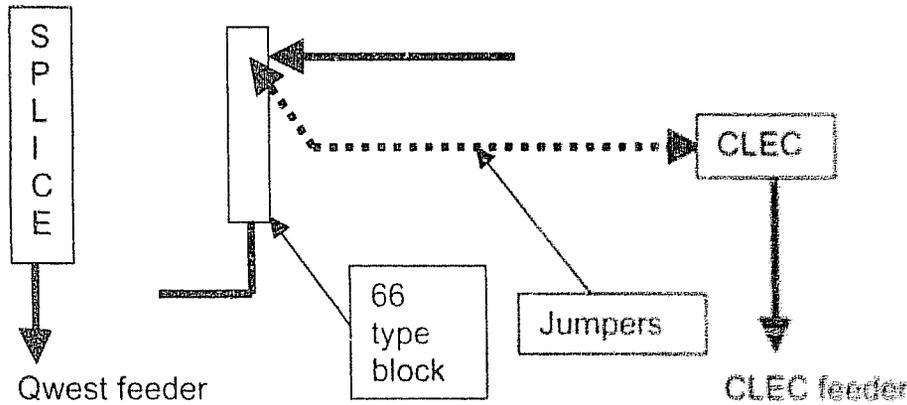
Fig 2



Inside terminal without M150 or M125 66

Fig 3

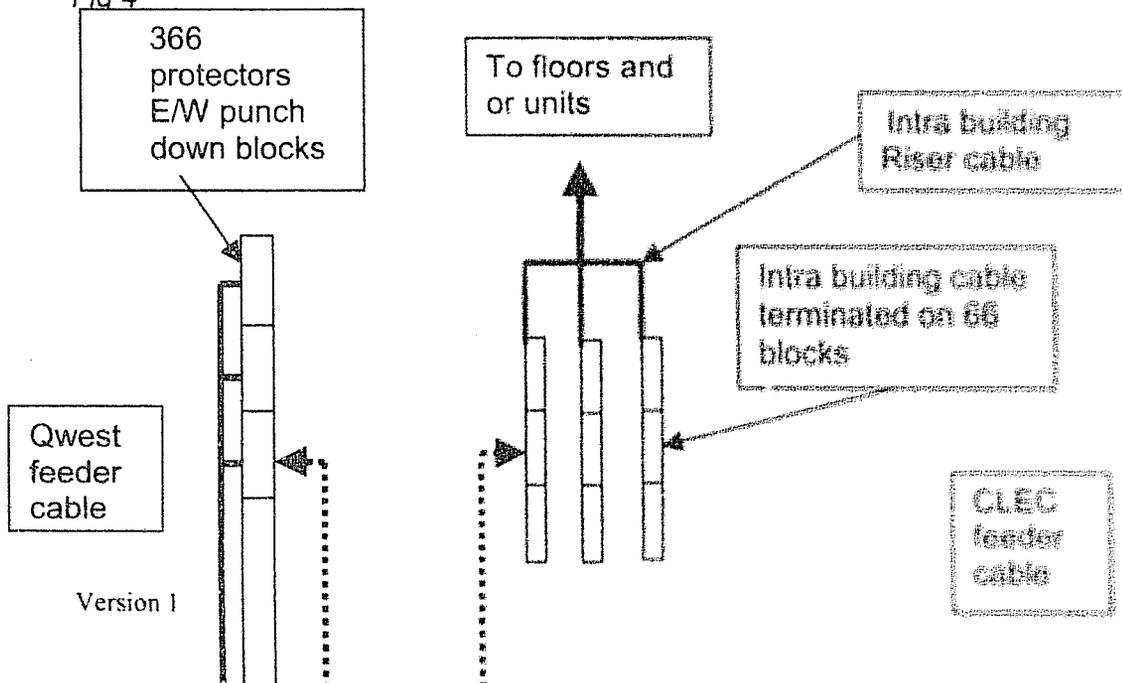


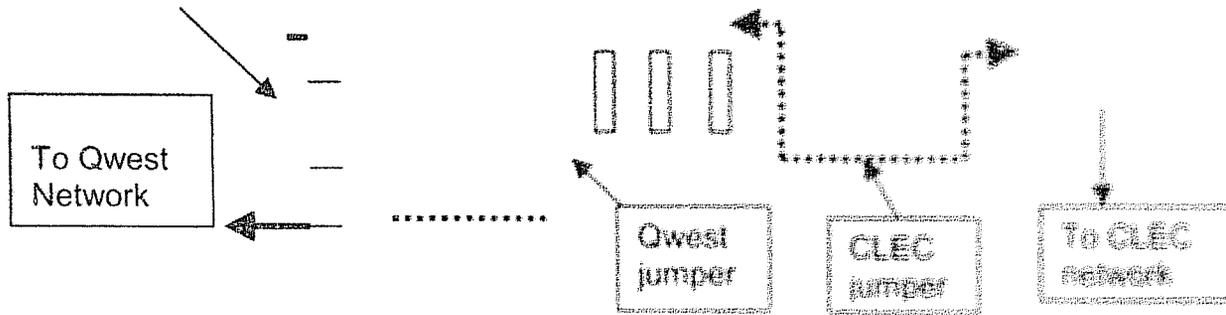


Access is obtained by placing a capacity expanding device (Seimon part # SA3) over the existing customer cross connect and then lay the CLEC jumper wire onto the capacity expanding device. To break DC continuity, CLECs must remove the 5 pin line protector for the customer and replace it with a 3 pin service denial line protector unit (Marconi part # F013789) and leave the 5 pin protector in the closure.

Typical MTE with more than 300 cable pairs

Fig 4



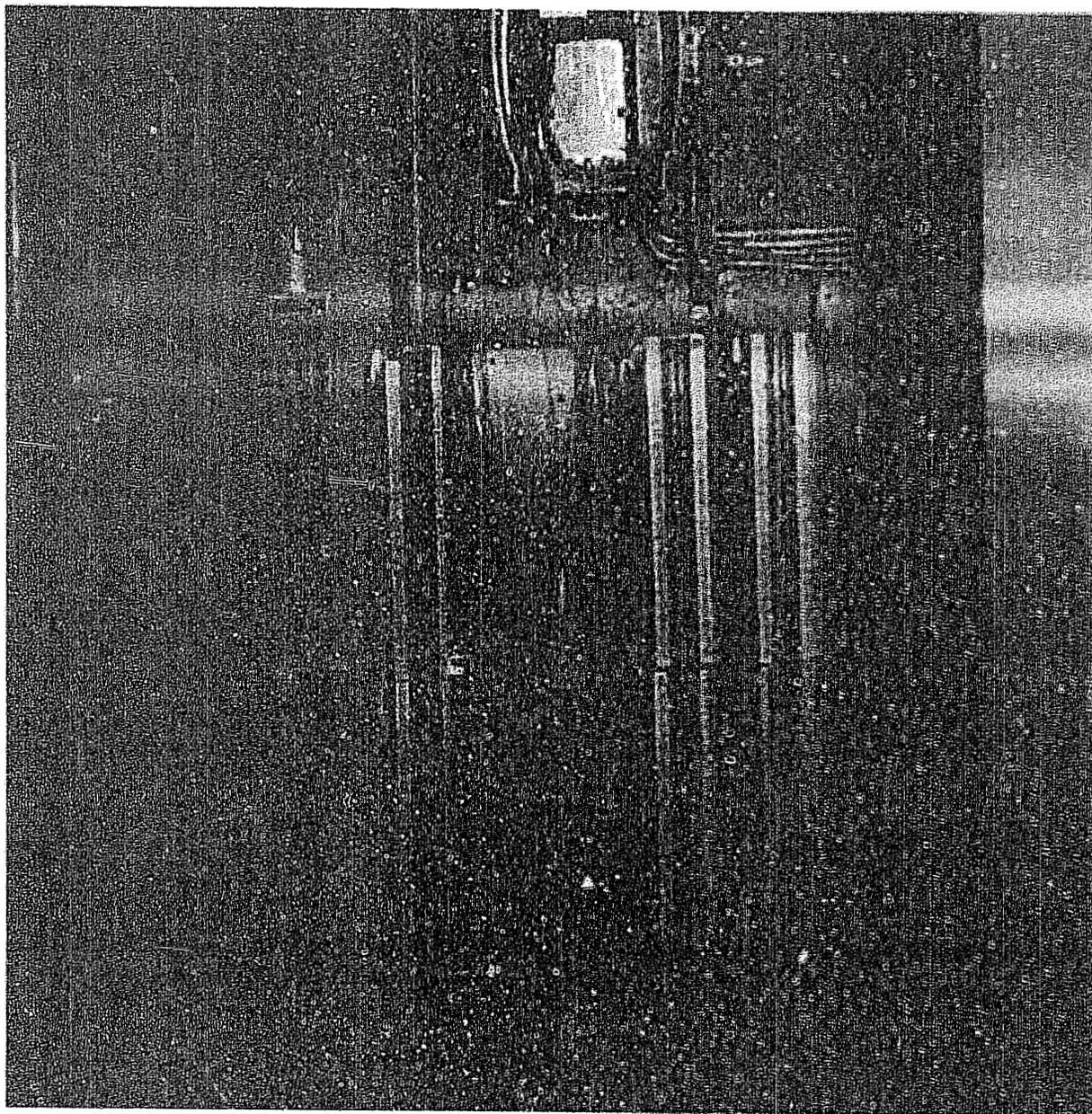


- CWSTP Option 1: CLEC gains access to IBC through building owner or authorized party.
- CWSTP Option 2: CLEC may access IBC subloops at the minimum point of entrance for a recurring charge. If a floor level terminal DMARC is an option, the access to the House Cable will be determined by the CLEC and the building owner or their agent.

Inside Terminal equipped with (EW) carbon screw down protectors. Qwest cable runs in front below and is spliced to a protector field, which is terminated at the 66 blocks on the left. The IBC cable is terminated on the 66 blocks to the right. Because the IBC has separate accessible terminations a cross-connect field exist. After determining the CWSTP option and issuing a LSA the CLEC may access the IBC as outlined on page 6.

Photo 1

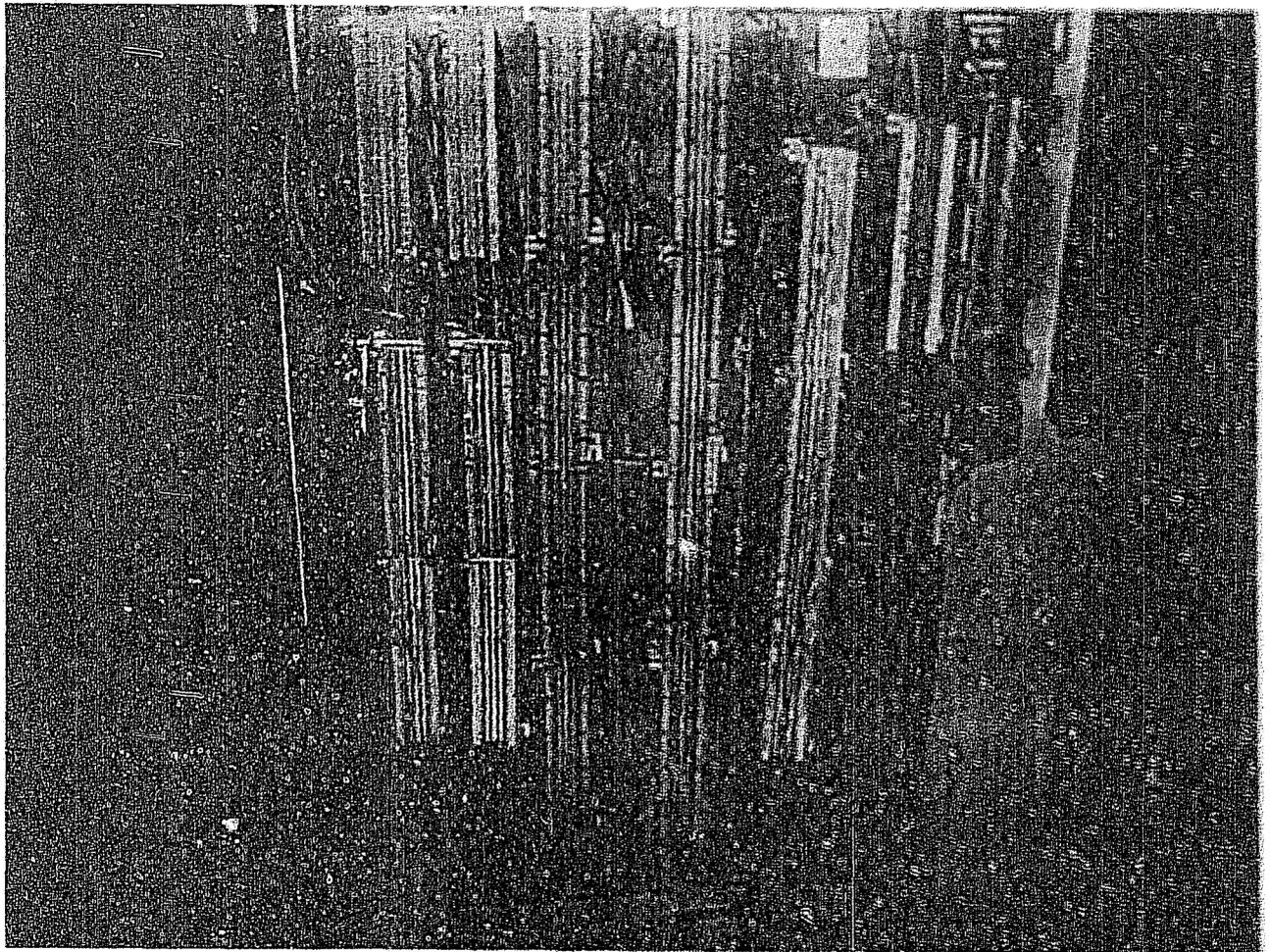
Qwest 





Same concept as photo 1, except splice and termination components are arranged differently.

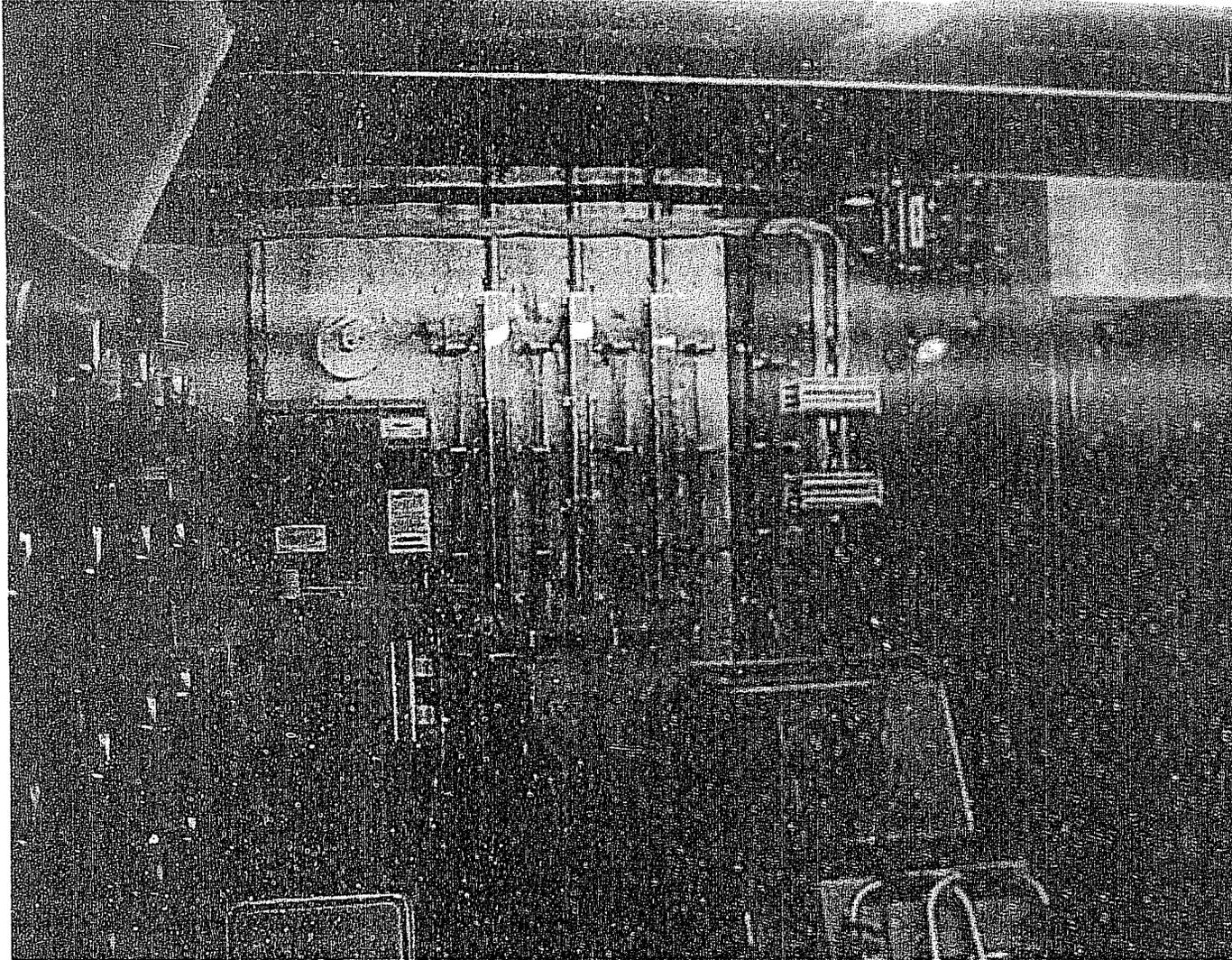
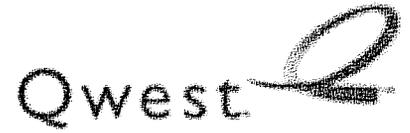
Photo 2





Inside terminal E/W building entrance protectors (BEP). Qwest cable comes in from below to a splice chamber (left side of black protectors). The splice chamber is E/W 25 pair splicing strips that has factory connections through the protector block to the 66 type block and/or the pin type connectors (Bottom closure far left). The IBC is terminated on separate 66 type blocks fastened directly to the plywood backboard. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 3



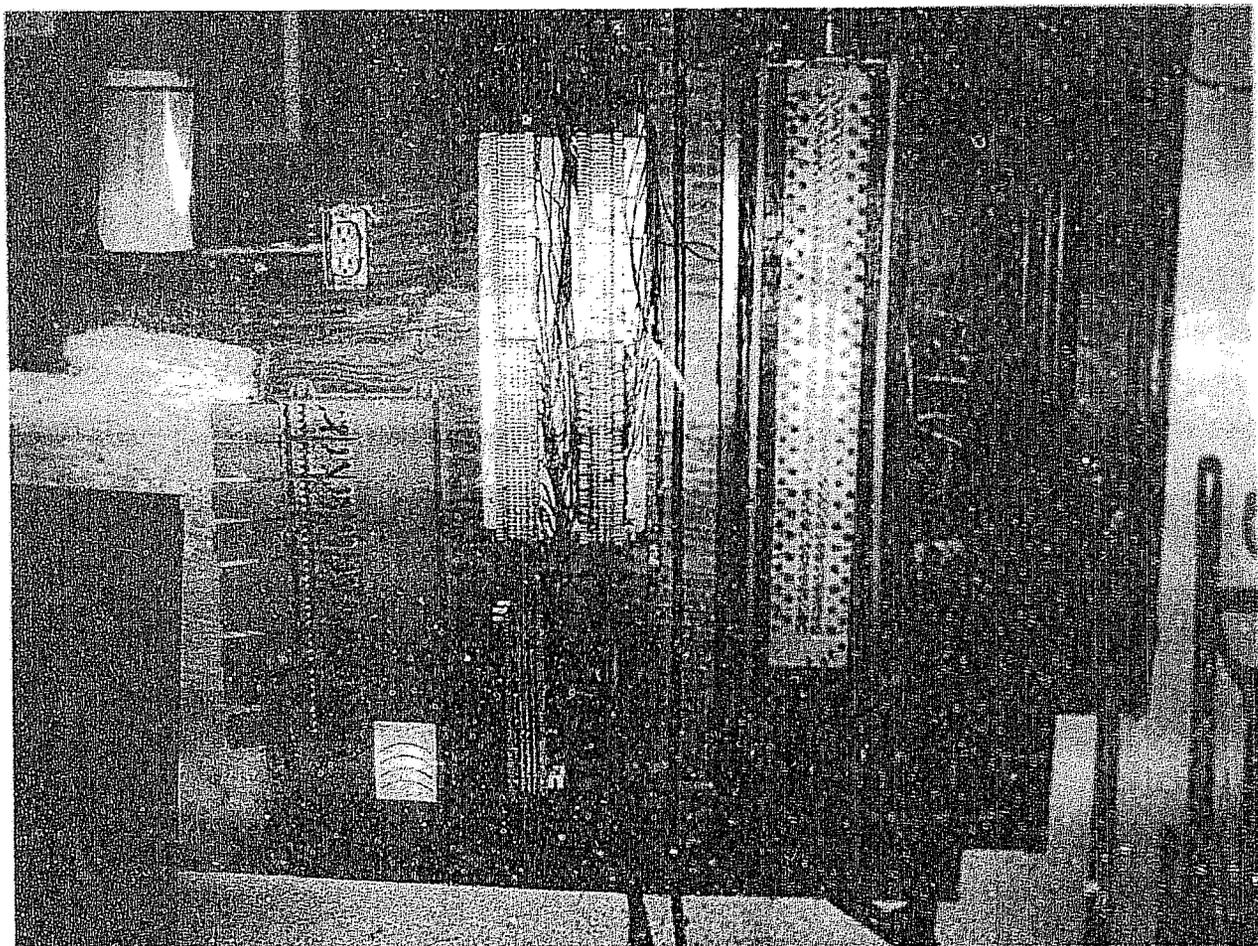


Inside terminal, the Qwest cable comes in from top far right and splices into the protector block then it is jumpered to a 66 block (bottom center) and on to the RJ11 connections on the far left. The IBC is terminated on the 66 blocks with the blue backboard then jumpered to the RJ11 connections on the gray closure to the left.

After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

The IBC in this case may be accessed at the 66 blocks on the blue backboard or the RJ11 jacks.

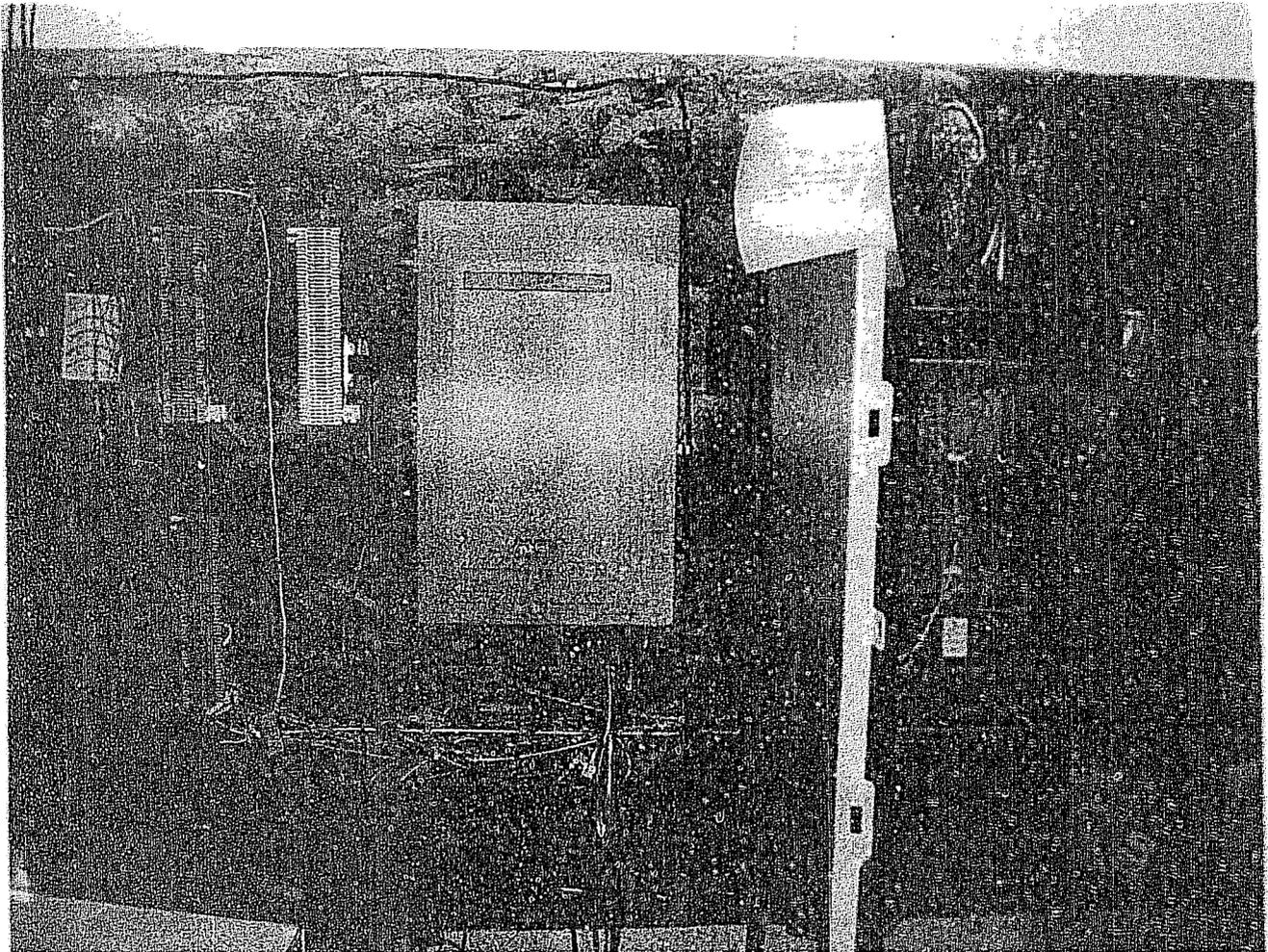
Photo 4





Inside terminal: Qwest cable comes in from the bottom center through the protectors to the RJ11 jacks behind the orange colored covers. The IBC is terminated at 66 blocks on the far left and jumpered to the RJ11 jacks. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 5



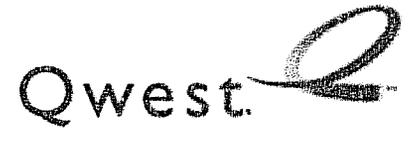
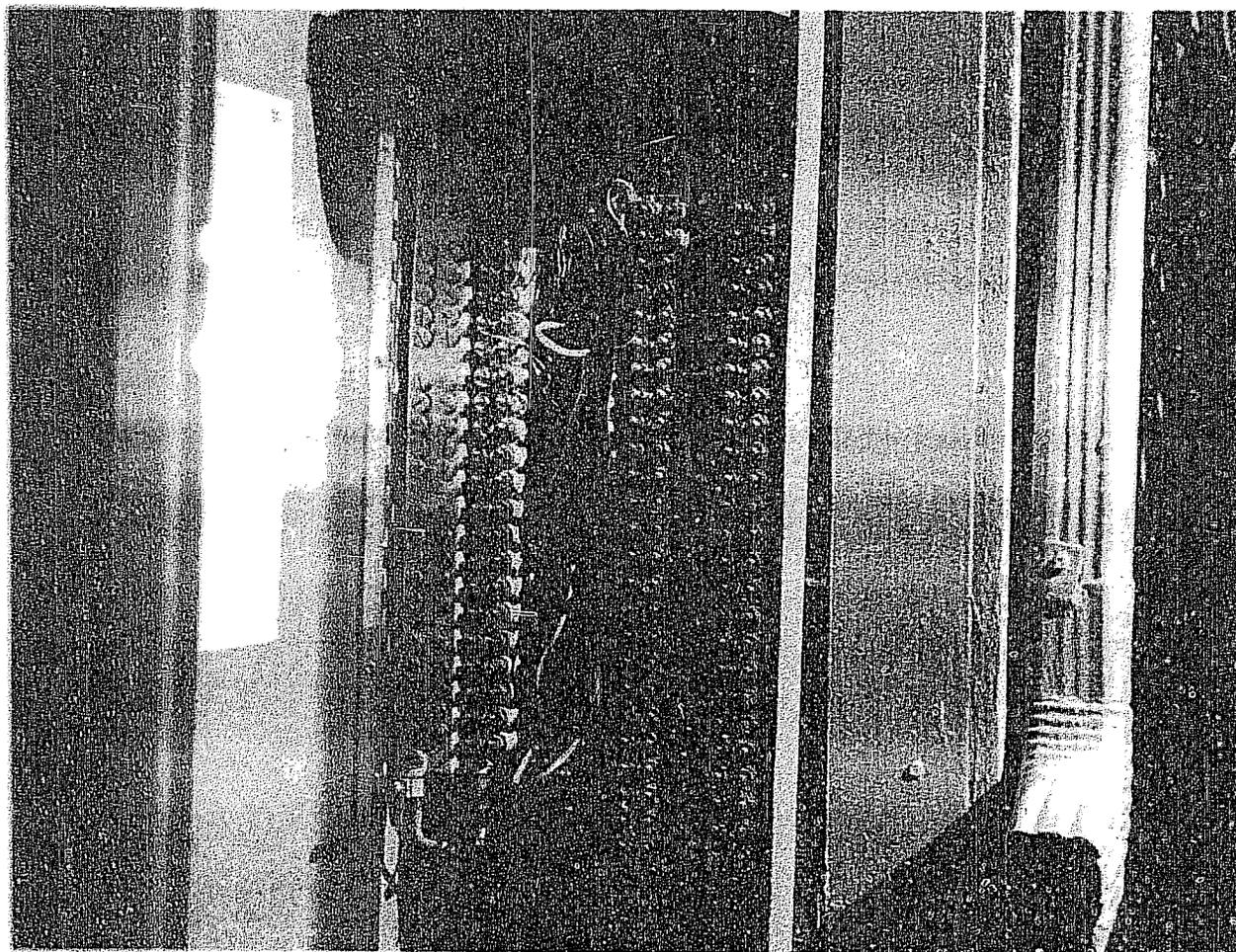


Photo 6



Photo 7

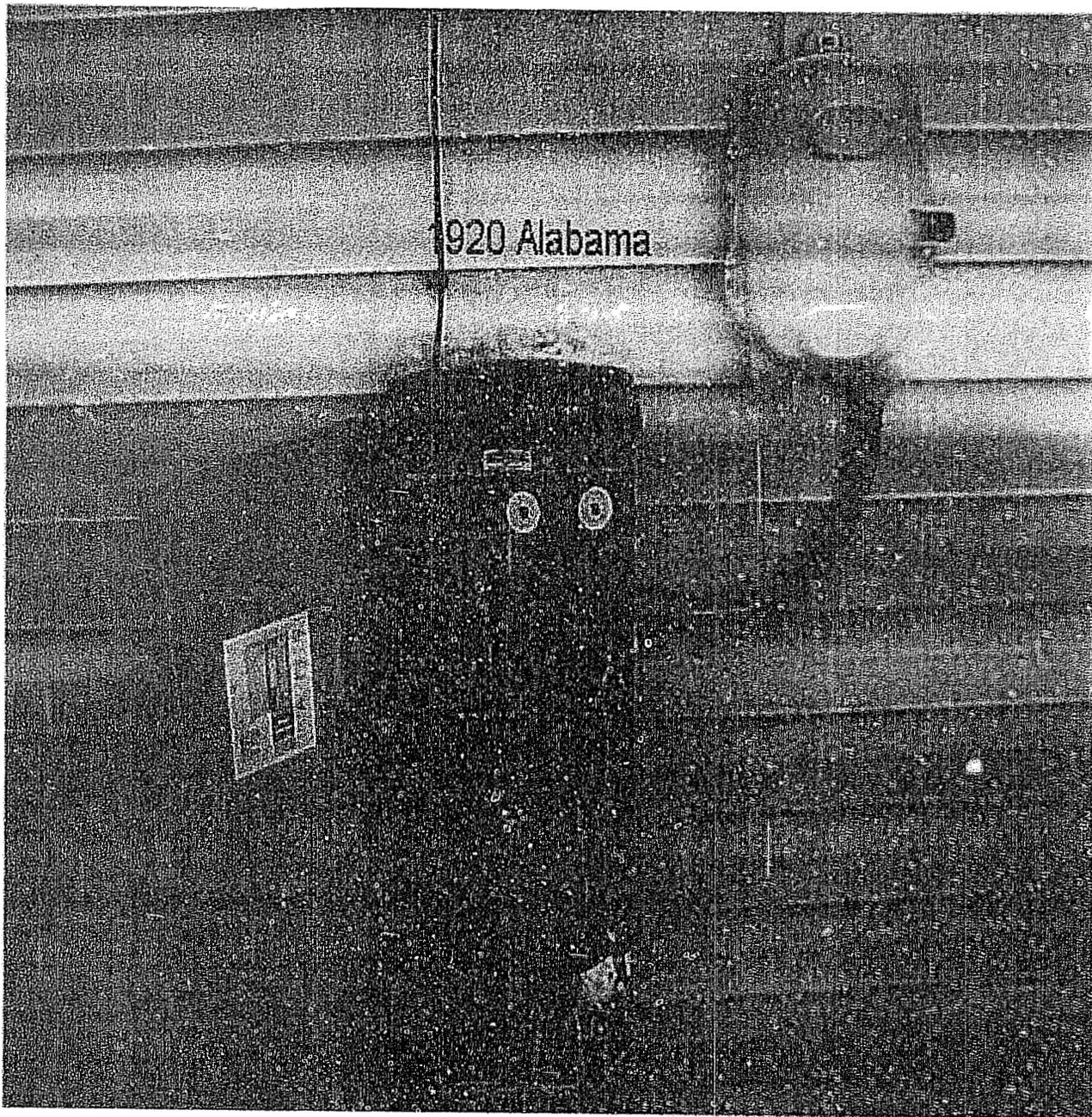


Wall feed: Qwest cable is direct buried to the closure, the screw down carbon protectors are spliced to the cable in the skirt of the closure. The IBC is terminated on 76 type post on the right. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.



Wall feed: Qwest cable is direct buried to the closure, the screw down carbon protectors are spliced to the cable in the skirt of the closure. The IBC is terminated on 76 type post on the on either side of the protectors. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC by placing a temporary connection directly on the IBC pair. (See page 6)

Photo 8



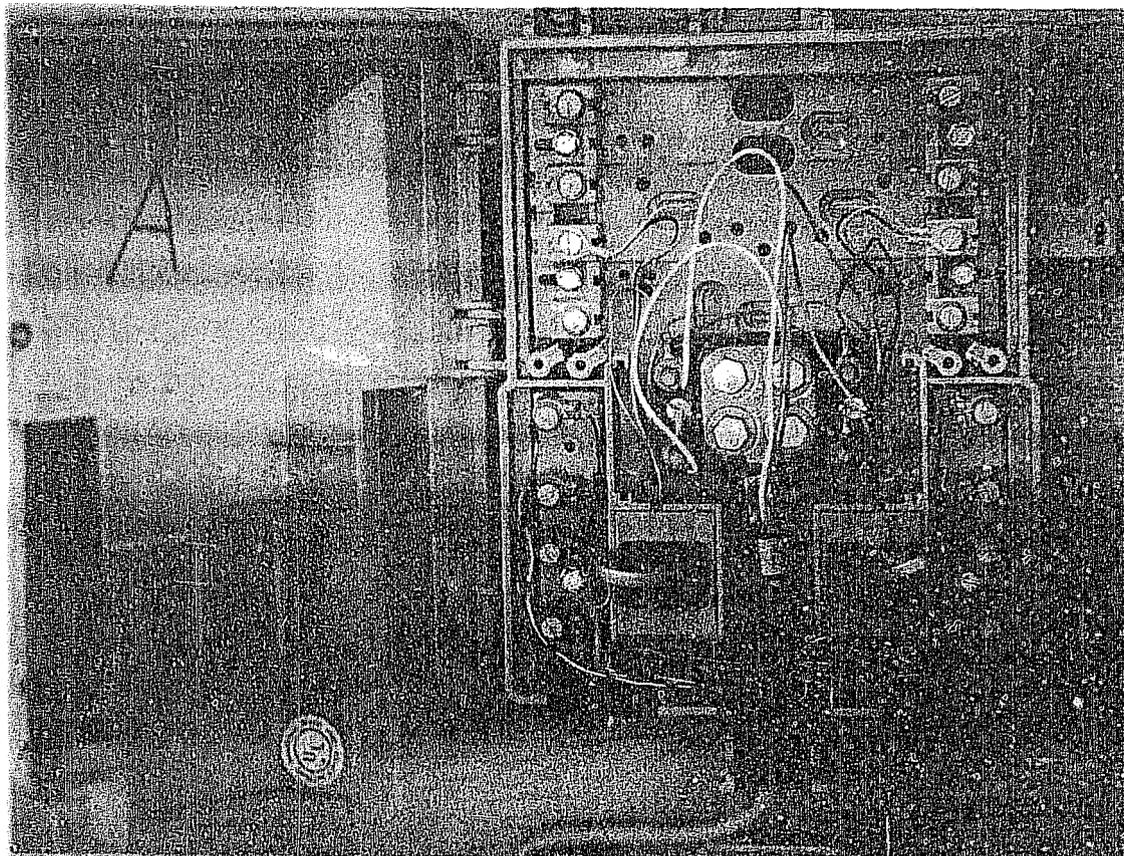


Wall feed: The Qwest drop is terminated at the protector and wired to the screw down type termination. Then it is wired through the RJ11 jack and then terminated on the outside screw down terminations. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 9



Photo 10



Wall feed: Qwest cable is direct buried to the closure, and spliced to the 5 pin protectors which is terminated on the 66 block. The IBC is terminated on 66 blocks located on the blue back board. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 11

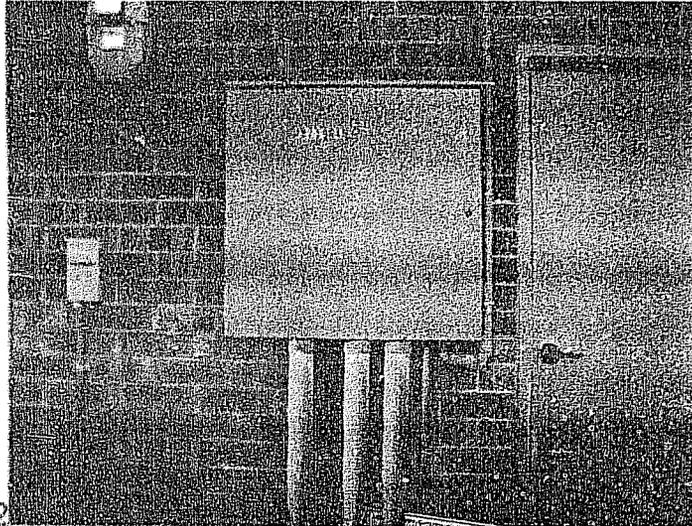
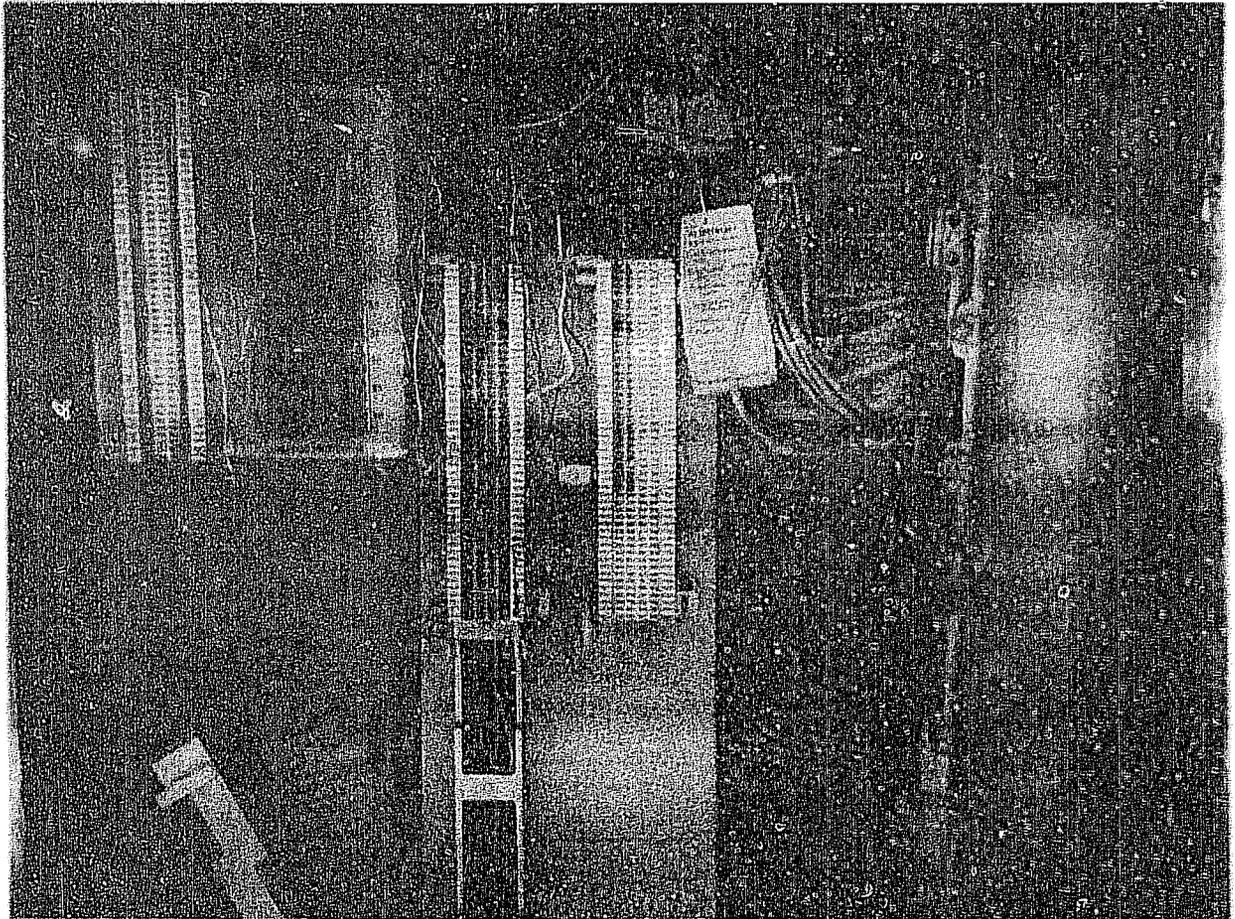
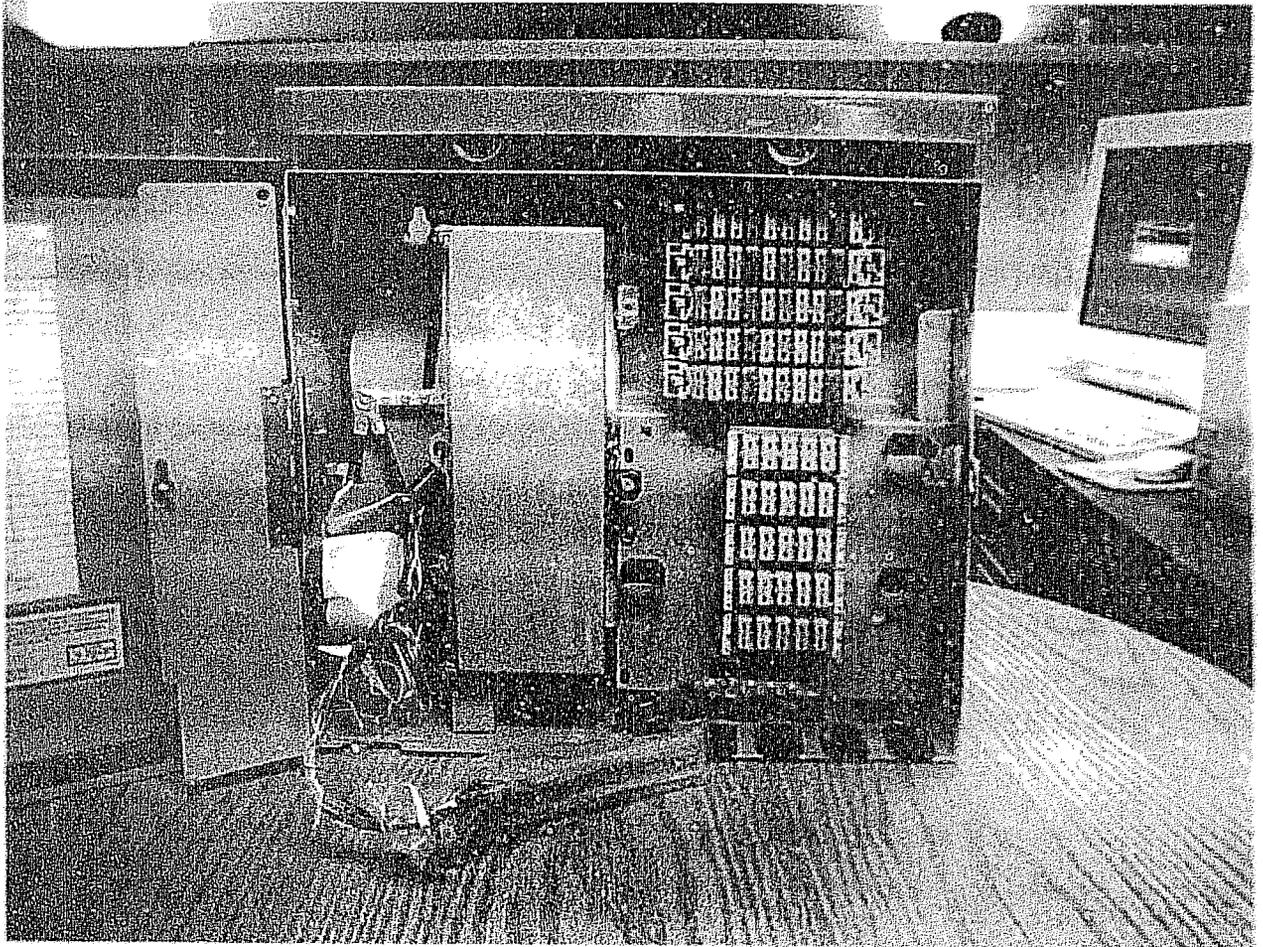


Photo 12



New prototype WF E/W a splice chamber, 5 pin protectors, feeder terminations, IBC terminations & knockouts for CLEC conduit. (Currently in a field trial in WA.)

Photo 13





Definitions

- CWSIP** Cable and Wire Service Termination Policy. Qwest's tariffed offering of demarcation options available to MTE owners or landlords.
- Demarcation Point** A physical point in the distribution network where Qwest ownership and control of the facility ends and MTE owner or landlord ownership and control of the facility begins.
- MPOE** Minimum Point of Entry. The closest physical point to where the distribution facilities cross the property line or the closest practical point to where distribution facilities center a MTE building. Typically, MPOE consists of a building terminal containing overvoltage protection. The MPOE may also be the demarcation point.
- MTE Terminal** Qwest owned building terminal that is physically attached to the inside or outside of a MTE building and the distribution facilities on both sides of the terminal are owned and controlled by Qwest.
- NID** Network Interface Device. A NID is a device wired between a telephone line protector and the inside wiring. The NID consists of an overvoltage protector designed to isolate the distribution network from the inside wiring associated with the MTE.
- SPOI** Single Point of Interconnection. At MTEs, a SPOI provides an accessible cross-connect field, where none exists, for CLEC and Qwest to access the customer side of the terminal.

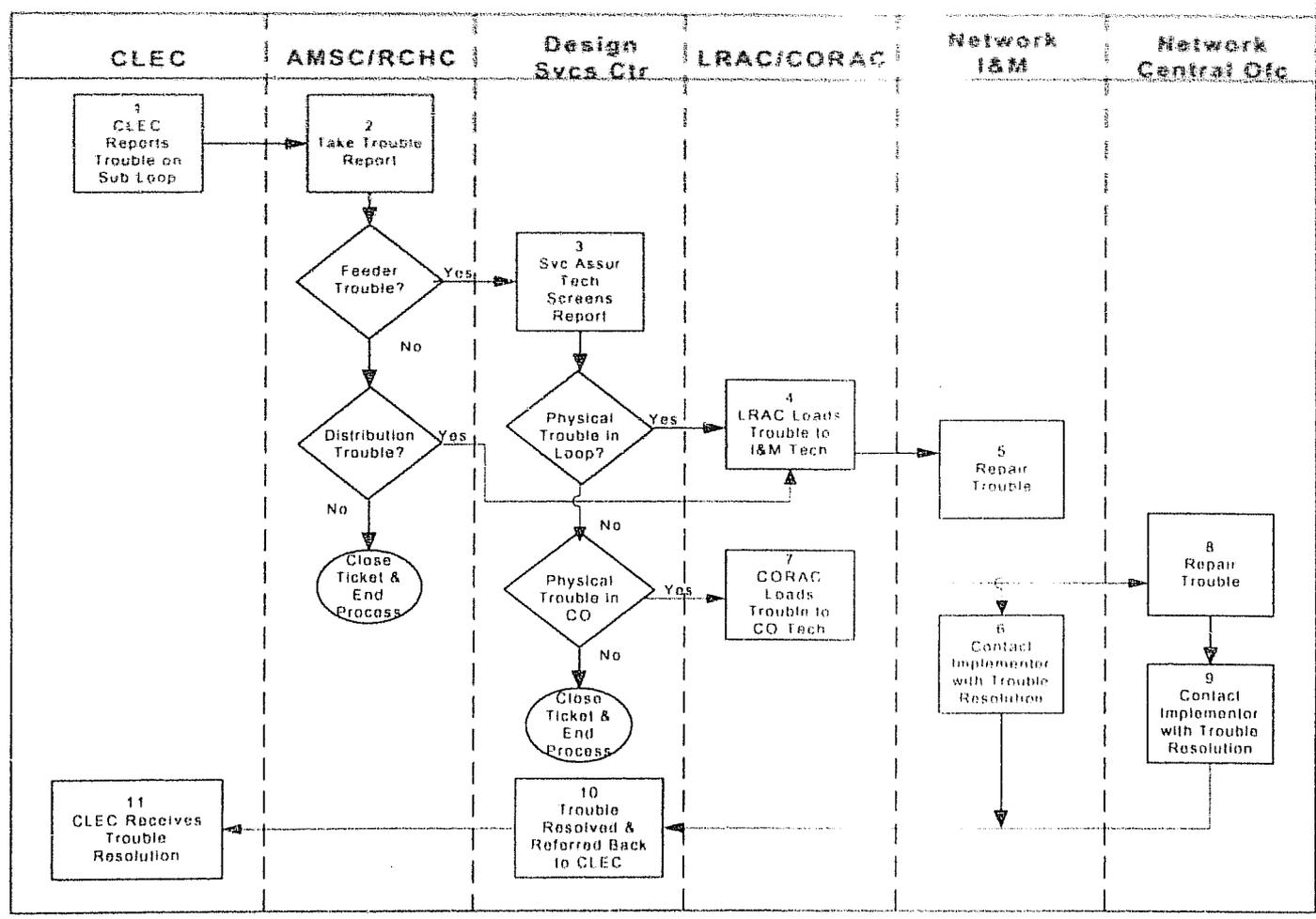


CONTINUATION

[~~23~~] 9

Scan ~ _____ ~ # Pages [__]

Unbundled Sub-Loop Maintenance Process



CONTINUATION

[~~34~~] 10

Sub-Loop Maintenance Task List

Assoc. Task #	Process
1	Co-Provider reports trouble on the Distribution and/or Feeder Sub-Loop to U S WEST.
2	The Co-provider's trouble report comes into the Account Maintenance Support Center/Repair Call Handling Center (AMSC/RCHC). It is first determined if the trouble being reported is a Feeder or Distribution problem. If the trouble is Feeder the report is recorded in WFA-C and sent on the Design Service Center (go to Task 3). If the trouble is determined to be a Distribution problem the report is recorded in LMOS and sent to the LRAC (go to Task 4).
3	In the Design Center Service additional screening and testing is performed by a Service Assurance Technician to determine if the physical trouble is in the loop or in the U S WEST Central Office. If the trouble is in the loop in the field the LRAC is notified (go to Task 4). If the trouble is in the U S WEST Central Office the report is routed to the CORAC (go to Task 7).
4	The LRAC loads the trouble to a I&M Technician for dispatch to the field.
5	The Network I&M Technician determines the physical trouble and repairs the sub-loop. If repair was of the Distribution sub loop the technician reports resolution to the Co-provider and closes the ticket in LMOS (go to Task 11). If the repair was to Feeder sub-loop go to Task 6.
6	Once the Feeder sub-loop is repaired in the field the I&M Technician contract the Design Implementor in the Design Service Center with the trouble resolution.
7	The CORAC loads the trouble to a Central Office Technician (COT) for resolution
8	The Central Office Technician determines the cause of the trouble with the Feeder Sub Loop and repairs the sub-loop.
9	Once the Feeder sub-loop is repaired in the Central Office the COT contract the Design Implementor in the Design Service Center with the trouble resolution.
10	The Implementor receives the repair resolution from the COT or I&M Technician, contacts the Co-Provider with the resolution information and closes the ticket
11	The Co-provider receives the trouble resolution from U S WEST

CONTINUATION

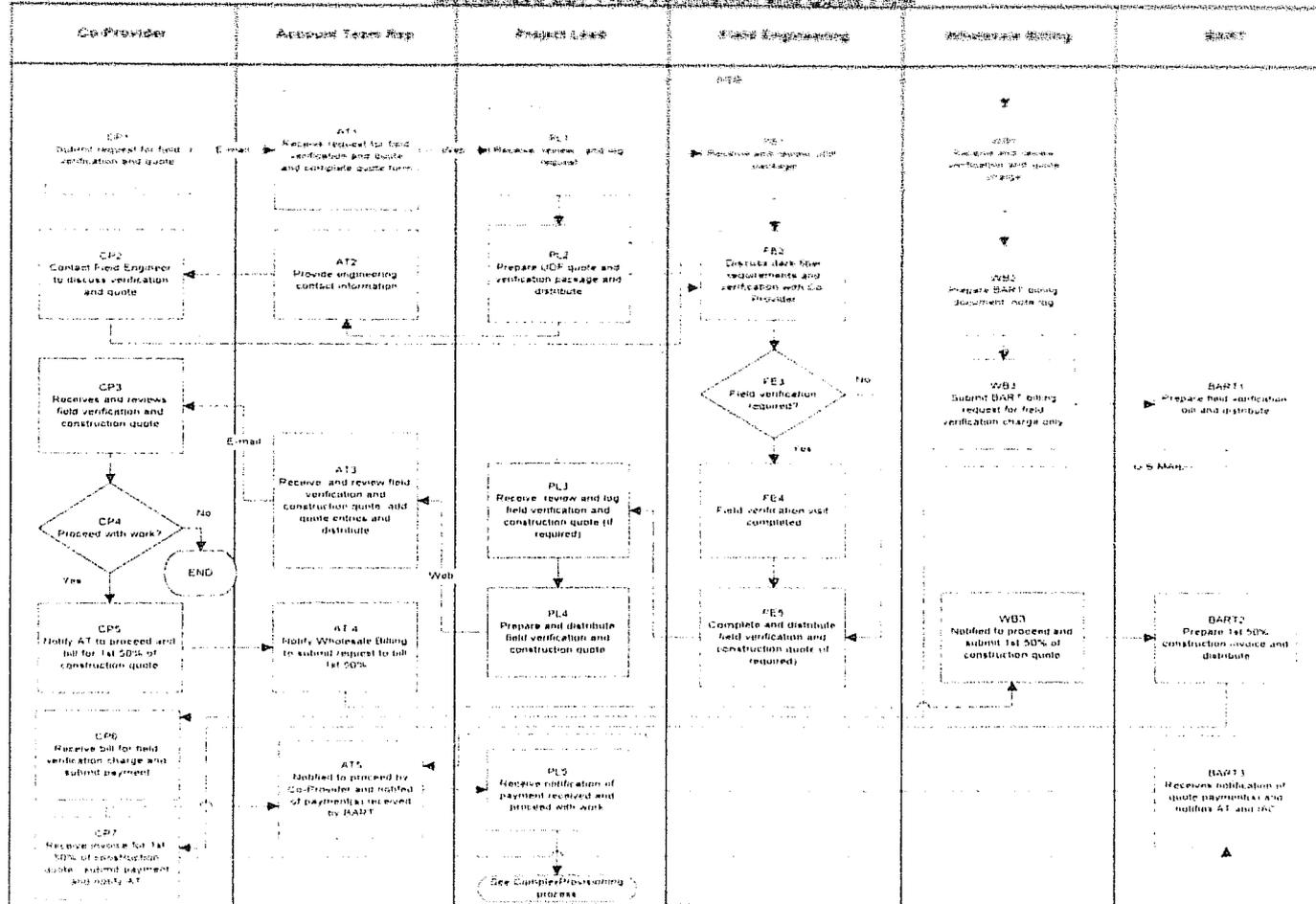
[REDACTED] 11

Scan ~ _____ ~ # Pages []

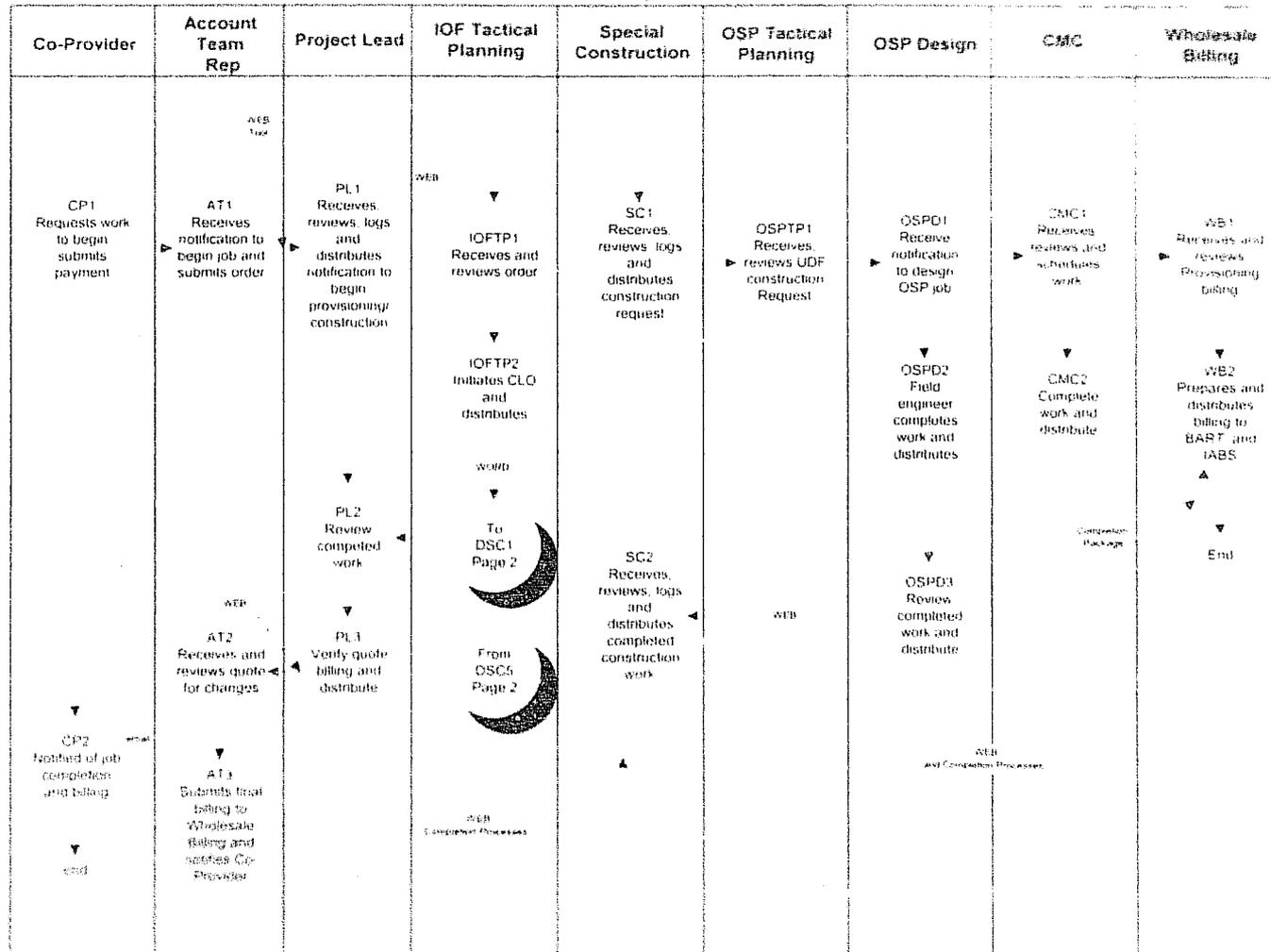
Unbonded Dark Fiber Inquiry Process

ICG Register	Account Team	Project Lead	ICG National Planning	OSP National Planning	TRIP	Headquarter Billing	ICG Billing
CP 1 Submit Dark Fiber single or multiple route request	A1 1 Receive, review, single or multiple route request	A1 1 Reserve, review logs and distribute ICG orders	ICG 1000 Receive and review Dark Fiber form	OSP Receive and review Dark Fiber form	TRIP Prepare ICG and route reservations pending TRIP	TRIP Prepare and review Dark Fiber form	ICG 1000 Receive and review Dark Fiber form
CP 2 Receive and review Dark Fiber inquiry results	A1 2 Complete dark fiber form and submit	TRIP	ICG TRIP 1 Complete records check	OSP TRIP 2 Complete records check	TRIP TRIP	TRIP 2 Prepare and distribute Dark Fiber billing	ICG TRIP 1 Prepare reports, bill and distribute
CP 3 Dark Fiber available?	A1 3 Review and review completed inquiry and distribute	PL2 Review, review log and distribute completed inquiry request	ICG TRIP 2 Reservation required?	OSP TRIP 3 Reservation required?	TRIP TRIP	TRIP TRIP	ICG TRIP 3 Receive notification of payment received
Yes END		Web	No ICG TRIP 4 Prepare and submit inquiry	No OSP TRIP 4 Prepare and submit inquiry			
No CP 4 Proceed with Dark Fiber request?	A1 3 Notified that inquiry payment received	PL3 Notified that inquiry payment received	Web				ICG TRIP 4 Notify subgroups of payment received
Yes Proceed to calculation and submit payment							
CP 5 Receive, review inquiry bill and submit payment					U.S. Mail	U.S. Mail	

Maximized BART Field Verification and Quote Flow



Unbundled Dark Fiber Order Provisioning From Central Office to Qwest Structure

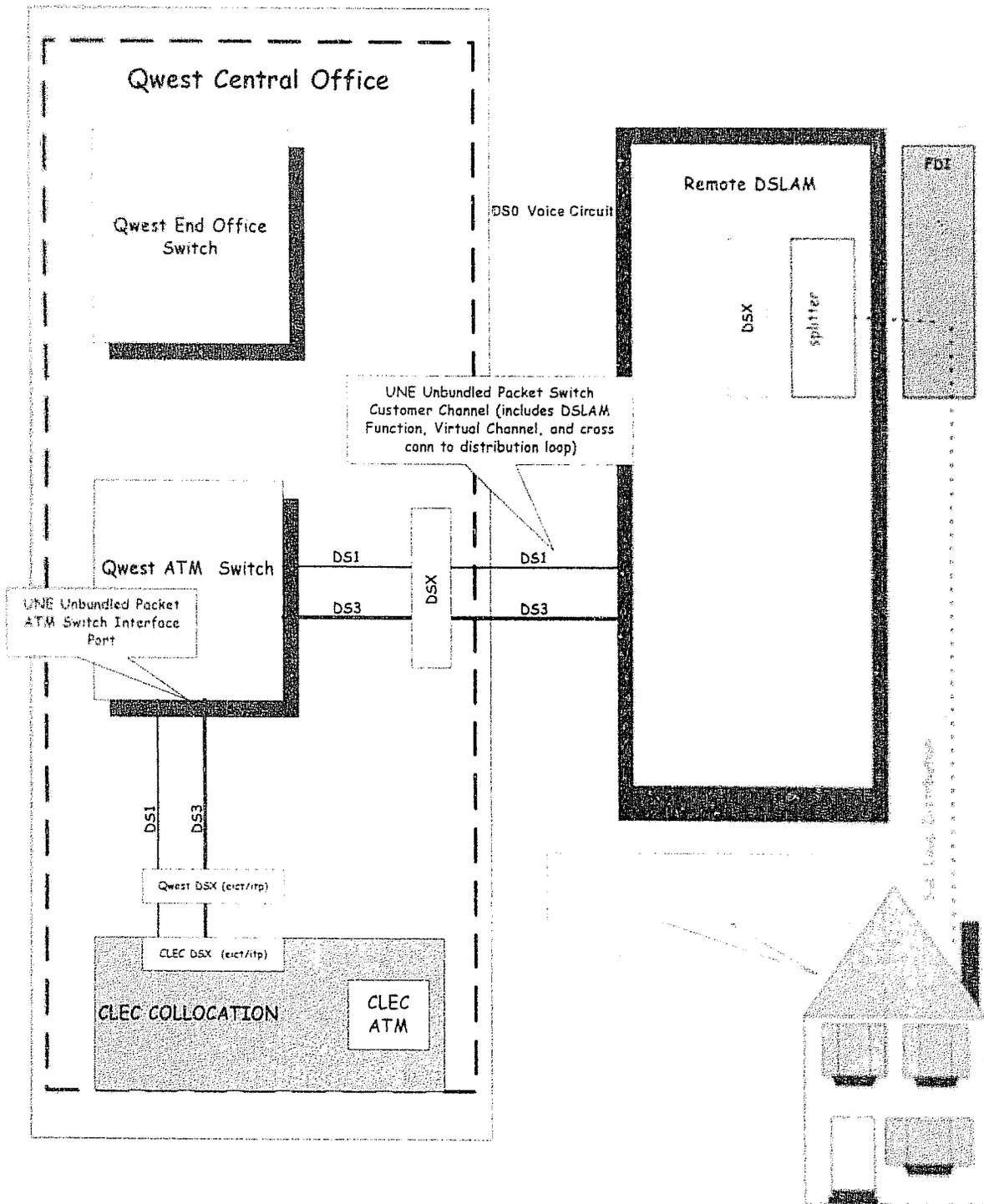


1. Project Description	2. Objectives	3. Activities	4. Results
<p>1.1. Project Title</p> <p>1.2. Location</p> <p>1.3. Duration</p> <p>1.4. Budget</p> <p>1.5. Staff</p> <p>1.6. Other Resources</p>	<p>2.1. General Objective</p> <p>2.2. Specific Objectives</p>	<p>3.1. Activity 1</p> <p>3.2. Activity 2</p> <p>3.3. Activity 3</p>	<p>4.1. Output 1</p> <p>4.2. Output 2</p> <p>4.3. Output 3</p>

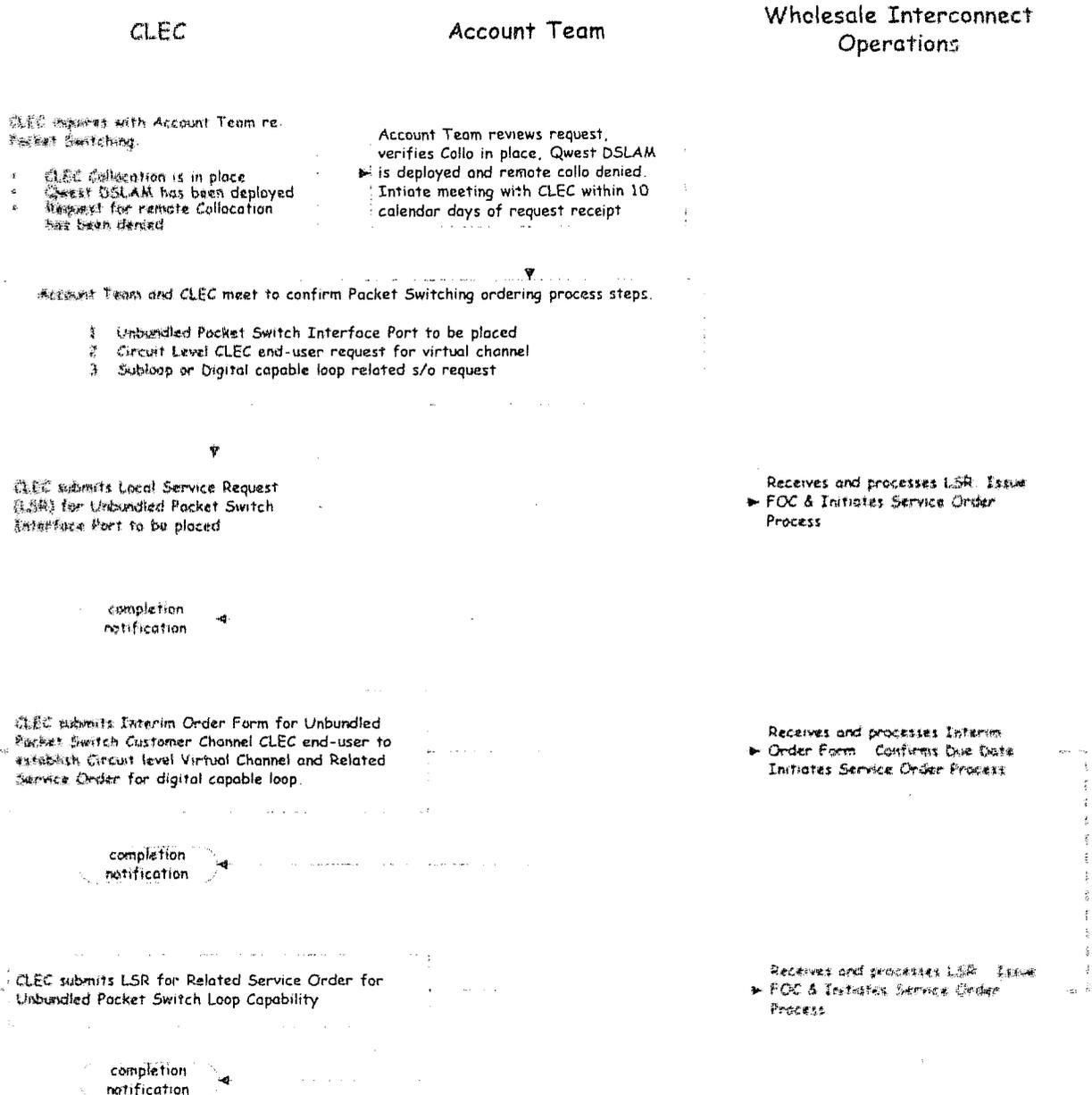
CONTINUATION

[REDACTED] 12

UNE - Packet Switching



Interim - Packet Switching Process Flow



QWEST BILLING WILL BEGIN CONCURRENT WITH THE COMPLETION OF SERVICE TURN-UP

CONTINUATION

[REDACTED] 13

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION) DOCKET TC 01-
INTO QWEST CORPORATION'S)
COMPLIANCE WITH SECTION 271 (C) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

QWEST CORPORATION'S

AFFIDAVIT

OF

THOMAS R. FREEBERG

CHECKLIST ITEM #3 – POLES, DUCTS, CONDUIT, ROW

October 24, 2001

TABLE OF CONTENTS

1			
2	I.	EXECUTIVE SUMMARY.....	2
3	II.	QWEST PROVIDES POLES, DUCTS, CONDUITS, AND RIGHTS-	
4		OF-WAY IN COMPLIANCE WITH THE 1996 ACT AND THE FCC'S	
5		RULES.....	4
6	A.	Qwest Makes Pole, Duct, and Conduit Space Available On A	
7		Nondiscriminatory Basis.....	8
8	1.	Access to Records and Necessary Data.....	9
9	2.	The Application Process.....	10
10	3.	Qwest Provides Access to Rights-of-Way to the Fullest	
11		Extent Legally Permissible.....	13
12	4.	Responses to Requests for Access.....	16
13	5.	Compliance With Capacity, Safety, Reliability, and	
14		Engineering Standards.....	17
15	6.	Allocation of Space.....	18
16	7.	Make-Ready Work.....	18
17	8.	Modifications to Accommodate CLEC Facilities.....	19
18	9.	Notices Prior to the Modification or Alteration of Poles,	
19		Ducts, Conduits, or Rights-of-way.....	19
20	10.	Allocation of Modification Costs.....	20
21	11.	Reimbursement from Parties Using Additional Capacity	
22		Created at the Expense of Other Parties.....	20
23	12.	Qwest's Fees Are Consistent With The 1996 Act And	
24		The FCC's Rules.....	21
25	13.	Operational Issues After Access has been Granted.....	22
26	III.	CONCLUSION.....	23
27			

1 Mexico. Each of these five workshop processes were collaboratives, conducted on an
2 open basis with full, active, and equal participation by competitors and state commission
3 staffs.

4 **I. EXECUTIVE SUMMARY**

5 Qwest satisfies the requirements of Checklist Item 3 to provide
6 “[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or
7 controlled by [Qwest] at just and reasonable rates in accordance with the requirements
8 of section 224.”² Qwest satisfies the requirements of the 1996 Act; the Communications
9 Act of 1934, as amended; and the FCC's rules and orders for access to poles, ducts,
10 conduits and rights-of-way.

11 Qwest has a specific and concrete legal obligation to provide competitive local
12 exchange carriers (“CLECs”) access to Qwest's poles, ducts, conduits, and rights-of-
13 way. Obligations are stated in Qwest's Statement of Generally Acceptable Terms and
14 Conditions (“SGAT”), individually negotiated interconnection agreements, and in free-
15 standing agreement for those CLECs that seek access to poles, ducts, conduits, and
16 rights-of-way, but not other Telecom Act Section 271 checklist items.

17 Qwest grants access to its poles, ducts, conduits, and rights-of-way on a
18 nondiscriminatory basis. Qwest denies access only in cases of insufficient capacity or
19 due to safety, reliability, or generally applicable engineering constraints. When Qwest
20 denies access, it does so on a nondiscriminatory basis. Access includes, to the fullest

² 47 U.S.C. § 271(c)(2)(B)(iii).

1 extent legally permissible, access to Qwest rights-of-way, including rights-of-way in
2 multiple tenant environments. Qwest also provides access to records for prospective
3 attachers to formulate strategies and to process applications/requests for access in a
4 timely manner and on a nondiscriminatory basis. Space is allocated in a
5 nondiscriminatory manner and Qwest does not reserve space for itself

6 The Nebraska Public Service Commission found that Qwest satisfied the
7 requirements of Checklist Item 3.³ In Colorado, the Hearing Commissioner required
8 Qwest to make modifications to Colorado's Statement of Generally Available Terms
9 ("SGAT") in order to comply with Checklist Item 3,⁴ and Qwest made those
10 recommended changes in Colorado. In Washington and Oregon, the Commissions also
11 recommended certain changes to Qwest's SGATs,⁵ and Qwest made those changes in
12 the SGATs for each respective state. In the multi-state proceeding, the workshop

³ In the Matter of U S WEST Communications, Inc., Denver, Colorado, Filing of its Notice of Intention to File Section 271(c) Application with the FCC and Request for Commission to Verify U S WEST Compliance with Section 271(c), Application No. C-1830, Factual Findings and Partial Verification, at 22-24 (NE PSC Apr 9, 1999).

⁴ Investigation Into U S WEST Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996, Docket No. 971-195T, Decision No. R01-651-I at 3-14 (CPUC June 22, 2001).

⁵ Investigation Into U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996, Docket No. UT-003022/UT-003040, Commission Order Addressing Workshop One Issues: Checklist Items No. 3, 7, 8, 9, 10, 12, and 13, at 4-10 (WUTC June 11, 2001); Investigation into the Entry of Qwest Corporation, formerly known as U S WEST Communications, Inc., into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996, Docket UM 823, Workshop 1 Findings and Recommendation Report of the Commission, at 6-11 (Ore. PUC April 16, 2001).

1 Facilitator recommended several SGAT amendments.⁶ Qwest agreed to incorporate all
2 of those recommendations in the SGATs of the seven states. Qwest has also
3 incorporated all recommended SGAT language to date from those state commissions
4 participating in the multi-state workshops that have considered the multi-state
5 Facilitator's recommendations. With these modifications, Qwest has satisfied these
6 commissions' conditions for compliance with Checklist Item 3.

7 Qwest completes make-ready and modification work for competitors in the same
8 manner that it completes such work for itself and its affiliates. Qwest charges
9 nondiscriminatory attachment/occupancy rates consistent with the FCC's formulas, and
10 provides at least 60 days notice of rate changes and facilities modifications. Qwest
11 allocates modification and make-ready cost on a "cost-causer pays" basis. Qwest
12 charges for make-ready and modification work based on the actual cost of the work.

13 For these reasons, Qwest provides competitive carriers with access to poles,
14 ducts, conduits, and rights-of-way in accordance with the requirements of Checklist
15 Item 3.

16 **II. QWEST PROVIDES POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY IN**
17 **COMPLIANCE WITH THE 1996 ACT AND THE FCC'S RULES.**

18 Section 271(c)(2)(B)(iii) of the 1996 Act requires Bell Operating Companies
19 ("BOCs") to provide "[n]ondiscriminatory access to the poles, ducts, conduits, and
20 rights-of-way owned or controlled by the [BOC] at just and reasonable rates in

⁶ Paper Workshop Final Report at 16-31 (Multi-State Workshop Mar. 19, 2001)

1 accordance with the requirements of section 224.⁷ Section 224(f)(1) states that "[a]
2 utility shall provide a cable television system or any telecommunications carrier with
3 nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled
4 by it."⁸ Section 224 also states that the FCC has jurisdiction to regulate rates, terms,
5 conditions, and access to poles, ducts, conduits, and rights-of-way, unless a state
6 regulates such matters.⁹

7 Qwest makes all of its poles, ducts, conduits, and rights-of-way available to
8 competitors in South Dakota. As of August 1, 2001, the most recent date for which data
9 is available, third parties had attached to 7396 poles in the state, but no CLEC was

⁷ 47 U.S.C. § 271(c)(2)(B)(iii). As the FCC stated, the 1996 Act amended section 224 in several respects to ensure that telecommunications carriers as well as cable operators have access to poles, ducts, conduits, and rights-of-way owned or controlled by utility companies, including local exchange carriers ("LECs"). Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. et al. v. Southwestern Bell Long Distance; Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket No. 00-45, FCC 00-236, 15 FCC Rcd 18354, ¶ 243, n.684 (June 30, 2000) ("SBC Texas Order"). The FCC also has interpreted Section 251(b)(4) as requiring LECs to provide nondiscriminatory access to poles, ducts, conduits, and rights-of-way for competing providers of telecommunications services in accordance with the requirements of section 224. SBC Texas Order, ¶ 243, citing Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order, CC Docket Nos. 96-46 and 96-185, FCC 96-325, 11 FCC Rcd 15499, ¶ 1156 (Aug. 8, 1996) ("Local Competition Order").

⁸ 47 U.S.C. § 224(f)(1). Section 224(a)(1) defines "utility" as any entity, including a LEC, that controls "poles, ducts, conduits, or rights-of-way used, in whole or in part, for any wire communications." 47 U.S.C. § 224(a)(1)

1 occupying Qwest duct space. In the past twelve months, Qwest has received no
2 complaints, formal or informal, regarding access to poles, ducts, or rights-of-way

3 Qwest offers access to its poles, ducts, conduits, and rights-of-way to retail
4 competitors under one of three types of arrangements (together, the "Agreements"):

5 First, Qwest provides access to its poles, ducts, conduits, and rights-of-way
6 under Section 10.8 of its SGAT. Qwest's SGAT has been updated as a result of
7 consensus reached in collaborative processes in various states. Those collaborative
8 processes were conducted on an open basis with full, active, and equal participation by
9 competitors and state commission staffs. Specifically, Qwest's SGAT was updated with
10 the input of competitors and commission staffs through collaborative Section 271
11 workshops in Arizona, Colorado, Oregon, Washington, and the seven-state joint Section
12 271 workshops involving Idaho, Iowa, Utah, Montana, North Dakota, Wyoming, and
13 New Mexico. Although the South Dakota Commission has not been involved in such
14 workshops, Qwest has filed a revised SGAT in South Dakota that incorporates
15 consensus language developed through the collaborative workshop processes in other
16 states, so that South Dakota CLECs would also benefit from agreements reached in
17 those workshops. Qwest has also incorporated the multi-state Facilitator's
18 recommended resolution of disputed issues relating to this checklist item. Any carrier
19 may opt into Section 10.8 of the SGAT.

⁹ 47 U.S.C. §§ 224(b)(1), 224(c)(1).

1 Second, Qwest's individually negotiated interconnection agreements provide for
2 access to Qwest's poles, ducts, conduits, and rights-of-way in accordance with the 1996
3 Act and the FCC's rules.

4 Third, Qwest provides access to poles, ducts, conduits, and rights-of-way under
5 a stand-alone agreement (the "Attachment/Occupancy Agreement") originally
6 developed prior to the enactment of the 1996 Act. This agreement is included in
7 Attachment 3 to the "Qwest Rights-of-way, Pole Attachment and/or Innerduct
8 Occupancy General Information Statement" ("General Information Statement").¹⁰ Qwest
9 has long used the Attachment/Occupancy Agreement to offer CLECs and other
10 attachers access to poles, ducts, conduits, and rights-of-way.

11 The stand-alone agreement is available to any CLEC that seeks access to
12 Qwest's poles, ducts, conduits, and rights-of-way, but that does not wish to negotiate (or
13 opt into) a comprehensive interconnection agreement with Qwest. The stand-alone
14 agreement also is incorporated in the SGAT as Exhibit D.

15 The Agreements assure nondiscriminatory access for CLECs and other parties
16 seeking space on Qwest's poles, or in Qwest's ducts, conduits, and/or rights-of-way.¹¹
17 The Agreements were developed through years of accommodating access requests
18 and reflect input from telecommunications providers and other entities that have sought
19 and gained access to Qwest's poles, ducts, conduits and rights-of-way. The

¹⁰ A copy of the General Information Statement is attached to this affidavit as Exhibit TRF-POLES-2.

¹¹ See 47 C.F.R. § 1.1403(a).

1 Agreements expect that access will be granted in the vast majority of cases, and
2 provide that access will be denied only on a nondiscriminatory basis due to insufficient
3 capacity or based on bona fide safety, reliability, and/or generally applicable
4 engineering constraints.¹²

5 **A. QWEST MAKES POLE, DUCT, AND CONDUIT SPACE AVAILABLE ON**
6 **A NONDISCRIMINATORY BASIS.**

7 Qwest's SGAT establishes that Qwest will provide competitors with non-
8 discriminatory access to poles, ducts, conduits, and rights-of-way.¹³ Specifically, Qwest
9 is legally committed to provide nondiscriminatory access to pole attachment space for
10 placing facilities for the purpose of transmitting telecommunications services.¹⁴ Qwest
11 provides nondiscriminatory access to underground ducts and conduits as well as
12 conduit within buildings. This access includes permission for CLECs to place innerduct
13 in empty conduits for the purpose of placing fiber cable.¹⁵ Qwest also provides

¹² See *id.* Under Section 224(f)(2) of the Act, a utility providing electric service may deny access to its poles, ducts, conduits, and rights-of-way, on a nondiscriminatory basis, "where there is insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes." 47 U.S.C. § 224(f)(2). The FCC has concluded that local exchange carriers ("LECs") also are "permitted to deny access to their poles, ducts, conduits, and rights-of-way because of insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes, provided the assessment of such factors is done in a nondiscriminatory manner." SBC Texas Order, ¶ 243, n.688, citing Local Competition Order, ¶¶ 1175-77.

¹³ SGAT § 10.8.2.

¹⁴ SGAT § 10.8.1.1.

¹⁵ SGAT § 10.8.1.2.

1 nondiscriminatory access to rights-of-way, including rights-of-ways in multiple tenant
2 environments.¹⁶

3 These and other provisions in the Agreements ensure that Qwest does not favor
4 itself over other parties in the provision of telecommunications or video programming
5 services over its poles, ducts, conduits, and rights-of-way.¹⁷ Qwest provides CLECs
6 with access to Qwest's poles, ducts, conduits, and rights-of-way at just and reasonable
7 rates, and under the same terms and conditions that Qwest provides access to itself
8 and its affiliates. As discussed in detail below, Qwest takes several steps to ensure that
9 CLECs and other third parties can obtain nondiscriminatory access to Qwest's poles,
10 ducts, conduits, and rights-of-way. Those steps include (i) providing access to records,
11 (ii) maintaining a consistent application process, (iii) assisting prospective attachers
12 through the application process and/or in planning attachments, (iv) allocating space to
13 competitors and itself alike on a nondiscriminatory first-come, first-served basis, and
14 (v) promptly responding to requests for access.

15 **1. Access to Records and Necessary Data**

16 Qwest provides CLECs with access to relevant plans, maps, engineering records,
17 and other records upon request.¹⁸ To request such records, CLECs submit (by any
18 means including electronic transmission) a general map of their desired route and a

¹⁶ SGAT § 10.8.1.3.

¹⁷ SGAT §§ 10.8.2.1-3, 10.8.2.10; See Local Competition Order, ¶¶ 1167, 1170.

¹⁸ SGAT § 10.8.2.4.

1 description of the facilities they seek to install. In turn, Qwest generally provides access
2 to the relevant records within 10 business days. The records Qwest provides to CLECs
3 are the same as those Qwest engineering personnel use to design their own
4 construction projects. Review of Qwest's records may be necessary for a CLEC to
5 determine what access it may request to Qwest's poles, ducts, conduits, and rights-of-
6 way. Access to records is not conditioned on the subsequent submission of an
7 application for occupancy of specific pole or conduit space. Indeed, to enable CLECs to
8 make efficient planning decisions, Qwest optionally permits CLECs to access to records
9 well in advance of submitting an application for occupancy of space. Records that
10 contain proprietary information may be provided in redacted form.

11 2. The Application Process

12 Qwest's application process is designed to assist CLECs and Qwest in making
13 rights-of-way, pole, duct, and conduit access decisions in a timely and cost-efficient
14 manner. Upon request from a CLEC for pole attachment or in-duct occupancy,
15 Qwest provides the CLEC with the General Information Statement, along with a
16 description of the application process.¹⁹

17 CLECs can make such requests either through their account representatives or
18 directly by telephone or in writing. Information on the application process is available on
19 Qwest's wholesale services website.²⁰ Qwest provides assistance and guidance to

¹⁹ SGAT § 10.8.4.1.

²⁰ The URL is www.qwest.com/wholesale/pcat/poleductrow.html

1 CLECs in the application process if requested. Qwest has set forth in writing the
2 CLECs' obligations to provide information sufficient to allow Qwest to analyze a CLEC's
3 proposed use of space based on capacity, safety, reliability, and generally applicable
4 engineering considerations.²¹

5 The SGAT also describes the steps that Qwest takes to verify the availability of
6 space; to determine what make-ready work, if any, is needed, to plan and engineer
7 such make-ready work; and to estimate the costs associated with such work.²²

8 First, a CLEC is asked to review the General Information Statement and return
9 Form/Attachment 1.A (Database Search), along with two copies of a map and an inquiry
10 preparation fee intended to cover Qwest's expenses associated with (i) performing an
11 internal record (database) review, (ii) preparing a cost estimate for the required field
12 survey, (iii) reviewing public records, (iv) setting up an account, and (v) determining
13 time-frames for completion of each task necessary to meet the CLEC's request.

14 For access to poles, Qwest's next step is the immediate scheduling of field
15 verification by providing the CLEC with the name and telephone number of the Qwest
16 field engineer assigned to the CLEC's request. The field engineer checks the local
17 database and is available for joint field verification with the CLEC. The Qwest
18 engineering work center also verifies that space which appears to be available is not
19 earmarked for a pending committed project. This step is completed within 10 calendar

²¹ See SGAT § 10.8.4.

²² SGAT § 10.8.4.1 - 10.8.4.4.

1 days or less and is recorded on a Form/Attachment 1.B. If it appears that a particular
2 pole or set of poles is unavailable, Qwest and the CLEC discuss alternatives.

3 For access to conduits, the next steps are as follows: (a) Qwest reviews records
4 in an engineering center and returns an Innerduct Verification Cost Quotation
5 (Form/Attachment 1.B) to the CLEC within 10 calendar days. (b) Upon review and
6 acceptance of the signed Form/Attachment 1.B and payment of the estimated
7 verification costs by the CLEC, Qwest conducts field verification and provides the CLEC
8 with information which may include (i) a review of public and internal Qwest rights-of-
9 way records for restrictions and identification of additional rights-of-way required, (ii) on-
10 site investigation of innerduct (including preparation of distances and drawings) to
11 determine availability on existing innerduct; and (iii) identification of make-ready costs, if
12 any, required to be paid by the CLEC prior to installing facilities.

13 Whether requesting access to poles or conduit, Qwest also permits the CLEC to
14 perform its own field verification. In this case, a CLEC provides Qwest with manhole
15 butterfly drawings that Qwest uses to check against potential existing jobs, and Qwest
16 provides a report of available duct/innerduct and make-ready work, if any.²³ If it
17 appears that a particular route is blocked or otherwise unavailable (perhaps due to
18 impending construction), Qwest contacts the CLEC to discuss alternatives. A field
19 inspection report, notifying the CLEC that access will (or will not) be granted, is
20 ordinarily completed within 35 days.

²³ SGAT § 10.8.4.2.1.

1 For access to both poles and conduits, Qwest's final step is to provide the CLEC
2 with a Poles/Innerduct Order (Form/Attachment 2) notifying the CLEC that access will
3 (or will not) be granted, and setting forth the applicable annual recurring charges and
4 estimated make-ready costs. Upon receipt of the executed Form/Attachment 2 from the
5 CLEC and payment for any necessary make-ready work, Qwest assigns the CLEC's
6 requested space and completes any required make-ready work. Qwest then notifies the
7 CLEC when attachment and occupancy may commence.

8 The process Qwest follows in providing competitors with access to rights-of-way
9 is set forth in the discussion below regarding access to rights-of-way.

10 **3. Qwest Provides Access to Rights-of-Way to the Fullest Extent**
11 **Legally Permissible.**

12 Qwest provides CLECs with nondiscriminatory access to rights-of-way, including
13 ingress and egress, and allows CLECs and other third-party attachers onto Qwest's
14 rights-of-way to the fullest extent legally permissible. Where necessary (i.e., where
15 Qwest's authority is not broad enough to cover CLEC occupancy and construction),
16 however, CLECs must obtain the permits, licenses, bonds, or other legal authority or
17 permission necessary to construct facilities on rights-of-way, poles, and/or
18 conduit/innerduct on government, Native American, and private rights-of-way.²⁴ CLECs

24 SGAT § 10.8.2.8.

1 must obtain such authority only where the authority to permit CLEC occupancy or
2 construction is not already held by Qwest.²⁵

3 Consistent with FCC requirements,²⁶ CLECs may obtain access to duct/conduit
4 and rights-of-way owned or controlled by Qwest in Multiple Dwelling Units
5 ("MDUs")/Multiple Tenant Environments ("MTEs"). In addition, Qwest provides CLECs
6 with access to Qwest's agreements with building owners to permit CLECs to determine
7 whether Qwest has ownership or control rights over the area that the CLEC seeks to
8 construct facilities. Significantly, Qwest currently and prospectively will not enter into
9 exclusive access agreements with building owners, regardless whether the MDU is
10 commercial or residential. The following steps are associated with provision of rights-of-
11 way information in MDUs.

²⁵ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Order on Reconsideration, CC Docket Nos. 98-98 and 95-185, FCC 99-266, 14 FCC Rcd 18049, ¶ 79 (Oct. 26, 1999) ("Local Competition Order on Reconsideration").

²⁶ Promotion of Competitive Networks in Local Telecommunications Markets, Wireless Communications Association Int'l. Petition for Rulemaking to Amend Section 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services, First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 99-98, and Fourth Report and Order and Memorandum Opinion and Order in CC Docket No. 99-57, FCC 00-366, 16 FCC Rcd 22983 ¶ 80 (rel. Oct. 25, 2000) ("MTE Order").

1 First, a CLEC completes the Access Agreement Preparation Cost Quotation
2 form. This identifies a specific MDU or route.²⁷ Qwest returns to the CLEC, within 10
3 days, an MDU information matrix identifying a) the MDU owner, b) any publicly recorded
4 agreement between that MDU owner and Qwest, and c) the existence of any
5 agreements between Qwest and MDU owner that were not publicly recorded.²⁸

6 Second, when a ROW involves a non-recorded, private agreement, a CLEC
7 provides Qwest with either a letter of indemnification or a building owner's Consent To
8 Disclosure of the agreement. Upon completion, Qwest provides copies of MDU
9 agreements with dollar amounts redacted.²⁹

10 Finally, if a CLEC chooses to follow through with construction of plant on a Qwest
11 right-of-way, it requests Access Agreement Preparation and Consideration. To do so, a
12 CLEC completes the Form of Access Agreement that is also in the General Information
13 Document as Attachment 4.

14 If Qwest has paid to obtain ownership or control of rights-of-way on government,
15 Native American, or private property, charges for CLEC access to such rights-of-way
16 are a pro rata portion of the charge paid by Qwest to the grantor of the easement, plus
17 any other documented administrative and engineering costs incurred by Qwest in

²⁷ SGAT § 10.8.2.27.

²⁸ SGAT § 10.8.2.27.1.

²⁹ SGAT § 10.8.2.27.3.

1 obtaining the easement.³⁰ Qwest determines these charges on a case-by-case basis,
2 taking into account the size of the area to be used by the CLEC and the number of
3 existing users of Qwest's easement. Qwest also charges any reasonable, documented
4 administrative cost incurred in processing a request for access, such as records
5 searches, copying costs, and other expenses actually incurred in the process of
6 providing access to rights-of-way. If Qwest has not paid to obtain its ownership or
7 control of rights-of-way on government, Native American, or private property, Qwest
8 provides access to those rights-of-way free of charge.

9 4. Responses to Requests for Access

10 Qwest responds with a grant or denial of space no later than 45 days after an
11 initial inquiry into acquiring access.³¹ Where Qwest has verified that requested space is
12 available and that no make-ready work is required, Qwest provides CLECs with access
13 in less than 45 days.

14 Qwest provides written information concerning whether make-ready work or
15 other modifications will be required for access to be provided, along with an estimate of
16 the associated costs.³² Qwest will later refund the difference, if any, between actual

³⁰ This approach is consistent with 47 U.S.C. § 224(d)(1), which permits the recovery of costs attributable to attachments to rights-of-way

³¹ See SGAT § 10.8.4.5; see also 47 C.F.R. § 1.1403(b), Local Competition Order, ¶ 1224. In the case of an unusually large request or inability to complete the review for exceptional reasons, the SGAT permits Qwest to seek a waiver from the Commission.

³² SGAT § 10.8.4.

1 make-ready costs incurred and those prepaid by the CLEC.³³ In the rare event access
2 is denied, Qwest does so in writing, specifying the reasons for denial, providing all
3 relevant evidence and supporting information, and explaining how such evidence and
4 information relate to the reason for the denial, in compliance with FCC rules.³⁴

5 **5. Compliance With Capacity, Safety, Reliability, and Engineering**
6 **Standards**

7 Qwest complies with industry-standard codes and rules such as the National
8 Electrical Safety Code and the Telcordia Manual of Construction Standards in
9 prescribing standards with respect to capacity, safety, reliability, and generally
10 applicable engineering principles.³⁵ Qwest also ensures that federal requirements, such
11 as those imposed by the Federal Energy Regulatory Commission and the Occupation
12 Safety and Health Administration, will apply to pole and conduit attachments.³⁶ CLEC
13 facilities also must be placed and maintained in accordance with these requirements
14 and standards. Access is granted in accordance with applicable federal, state, and
15 local laws and regulations. All attachers, including Qwest, are subject to identical public
16 requirements.

³³ SGAT § 10.8.4.4.

³⁴ Local Competition Order, ¶ 1224; 47 C.F.R. § 1.1403(b).

³⁵ SGAT § 10.8.2.20.

³⁶ SGAT §§ 10.8.2.2, 10.8.2.3.

1 **6. Allocation of Space**

2 Qwest determines the availability of space on/in poles, ducts, conduits, and
3 rights-of-way in a nondiscriminatory manner consistent with Section 224 of the Act and
4 the FCC's orders and rules thereunder.³⁷ Specifically, Qwest assigns space on a first-
5 come, first-served basis. Qwest records its own designations for space in the same
6 databases used to record CLEC space designations. In accordance with FCC rules,
7 Qwest does not reserve space for itself on or in its facilities.³⁸ In short, Qwest does not
8 favor itself over other carriers in provisioning access to poles, ducts, conduits, or rights-
9 of-way.³⁹

10 **7. Make-Ready Work**

11 Make-ready work is the physical rearrangement of Qwest's existing cable and
12 electronics to make space for installation of new CLEC cable or electronics. Qwest
13 performs make-ready work for CLECs in the same manner that it performs make-ready
14 work for itself or its affiliates. The placement of innerduct into a vacant conduit, core
15 drilling of manhole walls, and replacement of poles are examples of make-ready work.
16 In some cases, CLECs request that Qwest perform construction work that goes beyond
17 a make-ready scope. Qwest removes old, inactive cables at no charge to CLECs.
18 CLECs may use workers of their choice to perform make-ready work when those

³⁷ SGAT § 10.8.2.6.

³⁸ Local Competition Order, ¶ 1170.

³⁹ SGAT § 10.8.2.10.

1 workers have the same qualifications and training as Qwest's workers.⁴⁰ Qwest
2 evaluates such workers' qualifications and training based on the same criteria that
3 would apply if Qwest were selecting workers for its own construction.⁴¹

4 **8. Modifications to Accommodate CLEC Facilities**

5 In compliance with FCC rules, Qwest will, at an applicant's request and expense,
6 modify its pole or conduit system to accommodate the applicant's facilities.⁴² Qwest
7 undertakes modification with the same capacity, safety, reliability, and engineering
8 standards that would apply if the work were performed for itself. Qwest performs
9 modifications for CLECs in the same manner that Qwest performs similar work for itself
10 or for an affiliate.

11 **9. Notices Prior to the Modification or Alteration of Poles, Ducts,**
12 **Conduits, or Rights-of-way**

13 Qwest provides at least 60 calendar days notice to third party attachers prior to
14 beginning modifications to poles, ducts, conduits, or rights-of-way.⁴³ Notice is not

⁴⁰ Local Competition Order, ¶ 1182; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Order on Reconsideration, CC Docket Nos. 96-98, 95-185, FCC 99-266, 14 FCC Rcd 18049, ¶ 86 (rel. Oct. 26, 1999) ("Pole Attachment Order on Reconsideration").

⁴¹ SGAT § 10.8.2.17.

⁴² See SGAT § 10.8.2.10. Local Competition Order, ¶ 1161. While there is a presumption that there will be no fiber splices permitted in Qwest central office manholes, splicing in central office manholes is permitted where the CLEC can establish the necessity and technical feasibility of doing so. See SGAT § 10.8.2.9.

⁴³ SGAT § 10.8.2.11.

1 required in emergency situations or for routine maintenance. This notice procedure
2 complies with 47 U.S.C. § 224(h) and 47 C.F.R. 1.1403(c), which require utilities to
3 provide 60 days advance written notice to attaching cable system operators and
4 telecommunications carriers before modifying or altering poles, ducts, conduits, or
5 rights-of-way.

6 10. Allocation of Modification Costs

7 Qwest ensures that the costs of modifications are allocated only to the parties
8 that benefit from them.⁴⁴ This conforms with the FCC's "cost-causer pays" principle
9 concerning modifications and the rearrangement or replacement of attachments
10 required as the result of an additional attachment or the modification of existing
11 attachments sought by any other entity, including the owner of the pole, duct, conduit, or
12 right-of-way, consistent with 47 U.S.C. § 224(i).

13 11. Reimbursement from Parties Using Additional Capacity 14 Created at the Expense of Other Parties

15 Under the FCC's Local Competition Order, parties who pay for modifications may
16 be entitled to obtain reimbursement from other parties, including the owner of the pole
17 or conduit facility in question, who later uses additional capacity created at the expense
18 of the initiating party.⁴⁵ CLECs entitled to such reimbursement may seek payments, as
19 applicable, from other CLECs or Qwest.⁴⁶

⁴⁴ SGAT § 10.8.2.10.

⁴⁵ Local Competition Order, ¶¶ 1214.

⁴⁶ SGAT § 10.8.2.10.3.

12. **Qwest's Fees Are Consistent With The 1996 Act And The
FCC's Rules**

Qwest's fees for attachments and occupancy are calculated in accordance with 47 U.S.C. § 224 and the FCC's orders.⁴⁷ These fees are calculated based on the FCC formulae adopted pursuant to Sections 224(d) and 224(e) of the Act. As of February 8 and July 30, 2001, Qwest recognized new attachment and occupancy rates, consistent with the FCC formulae adopted pursuant to Section 224(e) for attachers that provide telecommunications service.⁴⁸ In accordance with FCC rules, when Qwest informs a telecommunications attacher that it is facing a rate increase due to the new rules, Qwest phases-in the adjustment through equal 20 percent increments over a five-year period.⁴⁹ Qwest provides written notice to attachers at least 60 days before increasing its pole attachment fees, consistent with 47 C.F.R. § 1.1403(c). In South Dakota, Qwest's pole attachment fee for attachers that provide telecommunications services is currently \$3.07 per foot, per pole, per year. Qwest's conduit occupancy fee is \$.28 per foot, per year.

⁴⁷ See SGAT § 10.8.3. Exhibit A to the SGAT contains a schedule of fees for access to Qwest's poles, ducts, conduits, and rights-of-way.

⁴⁸ See 47 C.F.R. § 1.1409(e); Implementation of Section 703(e) of the Telecommunications Act of 1996; Amendment of the Commission's Rules and Policies Governing Pole Attachments, Report and Order, CC Docket No. 97-151, 13 FCC Rcd 6777, ¶ 102 (rel. Feb. 6, 1998) ("Pole Attachments Report and Order").

⁴⁹ 47 C.F.R. § 1.1409(f); Pole Attachments Report and Order, ¶ 129.

1 Qwest's charges for pole and conduit inquiries, field verifications, make-ready
2 work, and facilities modifications are based on the actual cost of that work.⁵⁰

3 **13. Operational Issues After Access has been Granted**

4 CLECs are responsible for maintaining their own facilities.⁵¹ Carriers who
5 construct facilities on Qwest's poles, ducts, conduits, and rights-of-way must continue to
6 comply with standards relating to capacity, safety, reliability, and engineering standards.
7 CLECs may use Qwest spare duct for emergency repair activities. In the event of any
8 service outage affecting both Qwest and a CLEC, Qwest will make repairs for both itself
9 and CLECs on a nondiscriminatory basis.⁵² Qwest makes manhole ingress and egress
10 available to CLECs for accessing conduit and innerduct.⁵³

⁵⁰ See SGAT §§ 10.8.2.6, 10.8.2.10, 10.8.4.5; see 47 C.F.R. § 1.1416; Local
Competition Order, ¶ 1211.

⁵¹ SGAT § 10.8.2.20.

⁵² SGAT § 10.8.6.

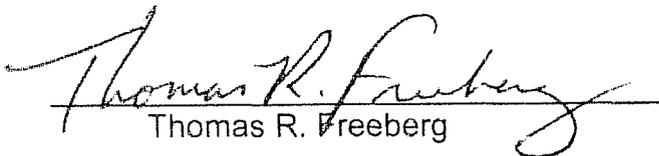
⁵³ SGAT § 10.8.2.7.

1 **III. CONCLUSION**

2 As evidenced here, Qwest provides competitors with access to poles, ducts,
3 conduits, and rights-of-way in compliance with the requirements of Section 251(b)(4) of
4 the 1996 Act, Section 224 of the Communications Act of 1934, as amended; and the
5 FCC's rules and orders thereunder. The South Dakota Public Utilities Commission
6 should find that Qwest satisfies the requirements of Checklist Item 3.

Being first duly sworn upon oath, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 10th day of October, 2001.

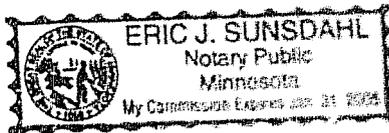

Thomas R. Freeberg

STATE OF MINNESOTA

COUNTY OF HENNEPIN

Subscribed and sworn to before me this 10th day of Oct., 2001.


Notary Public



BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION) DOCKET TC 01-
INTO QWEST CORPORATION'S)
COMPLIANCE WITH SECTION 271 (C) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

QWEST CORPORATION'S
EXHIBITS to the AFFIDAVIT
OF
THOMAS R. FREEBERG
CHECKLIST ITEM #3 – POLES, DUCTS, CONDUIT, ROW
October 24, 2001

Exhibit List
Checklist Item #3 – Poles, Ducts, Conduit, ROW

	<u>Exhibit</u>
1	
2	
3	
4	
5	
6	Qualifications TRF-POLE-1
7	Copy of Qwest Right of Way, Pole Attachment and/or
8	Innerduct Occupancy General Information Statement TRF-POLE-2

- 1 has submitted testimony and participated in workshops in every state with ongoing
- 2 proceedings, including South Dakota.

Date General Information Provided by Qwest: _____

General Agreement : _____

BAN Number(must be assigned before processing): _____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1. **PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct"
2. **PROCESS.** The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1 A (Database Search) The CLEC is requested to review this document and return Attachment 1 A along with two copies of a map and the non-refundable Inquiry Fee, calculated in accordance with Attachment 1 A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to wsst@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1 A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/Innerduct system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the 1/4 section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1 B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

will be valid for thirty (30) calendar days from the date of quotation. The inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, the CLEC shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (i.e., an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation) With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required, a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct, identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the best verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to west@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1 B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1 B submitted by CLEC within 30 days of receiving the Attachment 1.B. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and CLEC.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be e-mailed to wstt@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where space conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request. However, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees, actual costs shall include, without limitation, personnel time, including attorney time.

3. DISPUTE RESOLUTION

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____

SA# Number (note for each route must be assigned before processing): _____

Date Submitted: _____

Date Replied to CLEC: _____

CLEC Name: _____ Contact name: _____

Billing Address: _____

Phone Number: _____ e-mail address: _____

State and city of inquiry: _____

Polynomial Permit Database Search Costs Quotation

(See Note Minimum)	Costs	Est. Miles	Total
1 Pole Inquiry Fee	(see attached pricing chart) X _____		= \$ _____
2 Innerduct Inquiry Fee	(see attached pricing chart) X _____		= \$ _____
3 ROW Request Inquiry	(see attached pricing chart) X _____		= \$ _____
4 Estimated Interval for Completion of Items 1, 2 or 3:	_____ 10 _____	Days	
5 Additional requirements of CLEC	_____		

This inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure along the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW a ROW identification matrix, a quote of the charges for preparation of and consideration for the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC agrees Qwest to proceed with the processing of its database/records search and acknowledges receipt of the General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:

ATTACHMENT 1.B

General Agreement _____
 BAN Number: _____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: _____ Date Replied to CLEC: _____

****NOTE THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.****

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$ _____
2. Innerduct Field Verification Fee	_____	_____	\$ _____
3. Preparation of private ROW documents	_____	_____	\$ _____
4. Access Agreement Prep. and Consideration \$10/ Access Agreement	_____	_____	\$ _____
5. Estimated Interval to Complete Items 1 or 2 or 3 and/or 4: _____ Working Days			

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

SGAT Exhibit D

Docket No. TC 01-_____

Qwest Corporation

Exhibits of the Affidavit of Thomas R. Freeberg

Checklist Item 3 – Poles, Ducts, Conduit, ROW

Exhibit TRF-POLES-2

Page 9, October 24, 2001

The original signed form must be sent with a check for the verification amount to:

Debra Marshall, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112

An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____
 BAN Number: _____

****NOTE THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE****
 Make-ready Work required: Yes () No () Date Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

- 1. Term - Effective Date - _____.
- 2. Summary of Field Results (including Make-Ready work if required).
- 3. When placing fiber, CLEC must:

- a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
- b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	\$ _____ /		\$ _____
2. Innerduct Occupancy, Per Foot	\$ _____		\$ _____
3. Request conf. call for Construction?	YES _____ NO _____		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot) If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO _____ (_____ /DAY * _____ DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER _____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Debra Marshall, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

	Qwest Corporation
Signature	Signature

Name Typed or Printed		Name Typed or Printed
		Title
		Date

ATTACHMENT 3

General Agreement: _____

**QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY
 GENERAL TERMS AND CONDITIONS**

This is an Agreement between _____ ("CLEC") and Qwest Corporation ("Qwest"), for one or more Orders for the CLEC to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

- 1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.
- 1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the

other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

- 3.2 Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3 If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, 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 within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/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. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; 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.
- 3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

- 4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.
- 4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. **INSURANCE.** The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1 Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.
- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.

- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.
- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

- 6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.
- 6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.
- 6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this

Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

- 6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.
- 6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT

- 7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.
- 7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 5 hereof.

- 8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

- 8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.
- 8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.
- 8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the

unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive 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 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 the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), 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 payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of

this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

- 11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.
- 11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.
- 11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.
- 11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

- 12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.
- 12.2 If such contingency occurs, Qwest may elect:
- 12.2.1 To terminate this Agreement as to the Order in question, or
- 12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
- 12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:
- 12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.
- 12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.
- 12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.
- 12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. DISPUTE RESOLUTION.

- 13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged

in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose

- 13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
- 13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims
- 13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS.**

- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by

CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.

- 16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC

Qwest Corporation

Signature

Signature

Name Typed or Printed

JOHN CARVETH

Name Typed or Printed

Title

PRODUCT MANAGER

Title

Date

Date

<p>Address for Notices</p> <p>Contact: Phone: FAX:</p>	<p>Address for Notices</p> <p>Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202</p> <p>Contact: JOHN CARVETH Phone: 303-896-0789 FAX: 303-896-9022</p>
---	---

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____ 20____

Send to:

Brooke Bale, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality

Location		Cable and Equipment Installed
From	To	
<u>Manhole at</u>	<u>Manhole at</u>	

Name of CLEC

By: _____
Title: _____

Receipt of the above report is hereby acknowledged _____, 20__.

Qwest Corporation

By: _____
Title: _____

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

1. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ____, unless a change has been previously authorized in writing by Licensor.

SGAT Exhibit D

Docket No. TC 01-_____

Qwest Corporation

Exhibits of the Affidavit of Thomas R. Freeberg

Checklist Item 3 - Poles, Ducts, Conduit, ROW

Exhibit TRF-POLES-2

Page 27, October 24, 2001

By _____
Discontinued:

Total duct footage _____

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
 OF POLE ATTACHMENT ORDER BY CLEC

CLEC: _____

Return to:

Brocky Bale, Qwest Corp
 700 W Mineral, Rm 1AF12
 Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated _____, 20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated _____, 20__) effective _____

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC RMOVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____

Date Modification Received _____

By: _____

Name of CLEC

Discontinued:
 Poles _____
 Anchors _____

By: _____
 Anchor/Guy Strands _____

SGAT Exhibit D

Docket No. TC 01-____

Qwest Corporation

Exhibits of the Affidavit of Thomas R. Freeberg

Checklist Item 3 – Poles, Ducts, Conduit, ROW

Exhibit TRF-POLES-2

Page 29, October 24, 2001

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:

Brooke Bale
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the _____ day of _____, 20__ by and between QWEST CORPORATION, a Colorado corporation, successor in interest to U S WEST COMMUNICATIONS, INC., a Colorado corporation ("Grantor"), whose address is _____, and _____, whose address is _____ ("Grantee").

RECITALS

- A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and

Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by the Agreement.

3. Conditions Precedent to Effectiveness of Agreement The Agreement is expressly conditioned on the following:

a. Recordation of Agreement If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties Grantee represents and warrants to Grantor that

a. Authority Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 204.

b. Due Diligence Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in the Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

6 Grantee's Covenants

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. ~~Indemnification~~ Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and ~~its respective successors harmless from and against~~ any and all claims, judgments, damages, liabilities, ~~damages from such causes of action~~ costs of settlement, and expenses (including, without limitation, ~~reasonable attorneys fees~~) which may be imposed upon or incurred by Grantor or its Authorized Users, ~~or any of them~~ arising from, resulting to or caused by Grantee's breach of this Agreement or the use, or ~~the use by any of Grantee's Authorized Users~~, of the Easement Rights. In addition to the indemnity ~~obligations described above~~ in the event that any act or omission of Grantee or Grantee's Authorized ~~Users causes directly or indirectly~~ and without reference to any act or omission of Owner, Grantor or ~~their respective Authorized Users~~, the termination or revocation of the Easement Rights, Grantee shall be ~~liable to Owner for all costs~~ incurred in connection with (a) acquiring replacement Easement Rights over ~~the Property, or over other suitable Property~~, as determined in Grantor's sole judgment (the "~~Replacement Easement~~"); (b) the fully-loaded cost of constructing replacement facilities over the ~~Replacement Easement~~; (c) the cost of removing its facilities and personal property from the Property, if ~~required by the Right of Way Agreement~~; and (d) any other costs of complying with the Right of Way ~~Agreement~~ including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts ~~within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or~~ ~~its respective Authorized Users~~.

7. ~~Compensation~~ If any action is taken whereby the Right of Way Agreement or any part of the ~~Easement Rights~~ are terminated, relocated or otherwise affected, by any taking or partial taking by a ~~governmental authority or otherwise~~, then such any compensation due or to be paid to the holder of the ~~Easement Rights due to such occurrence~~ shall belong solely to Grantor.

8. ~~Invalid Provisions~~ If any term of this Agreement shall, to any extent, be invalid or ~~unenforceable~~, the remainder of the Agreement shall not be affected thereby, and each term of this ~~Agreement shall be valid and enforceable to the fullest extent permitted by law~~.

9. ~~Enforced Remedies~~ (a) If Grantee files a petition in bankruptcy, or a petition in bankruptcy is ~~filed against Grantee~~ when it is not dismissed on or before fifteen (15) days after such filing, or (b) in the ~~event of Grantee's breach or threatened breach~~ of any term, covenant or condition of this Agreement, ~~then Grantor shall have~~, in addition to all other legal and equitable remedies, the right to (x) terminate ~~this Agreement~~; (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) ~~enforce such breach or threatened breach by injunctive action~~, all without the necessity of proof of actual ~~damages or restoration of any legal remedy~~. Grantee agrees to pay all costs of enforcement of the ~~obligations of Grantee hereunder~~, including reasonable attorneys' fees and all costs of suit, in case it ~~becomes necessary for Grantor to enforce the obligations of Grantee hereunder~~, whether suit be brought ~~in state and federal courts of original jurisdiction, as well as in courts of appellate jurisdiction, or~~ through a ~~bankruptcy court or other legal proceedings~~.

10. ~~Binding Effect~~ This Agreement shall be binding on and inure to the benefit of the parties ~~herein and their respective successors and assigns~~. This Agreement may be assigned at any time in ~~whole or in part by Grantor~~.

11. ~~No Dedication~~ Nothing contained in this Agreement shall constitute a gift or dedication of any ~~portion of the Easement Rights to the general public or for any public purpose whatsoever~~. There are no ~~intended or implied~~ dedications to this Agreement.

12. ~~Grantor's Waiver of Confidentiality~~ If the Right of Way Agreement is not publicly recorded, ~~Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way~~

Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. **THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

[Signature pages follow]

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation,
successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

)

) ss:

)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as
_____ of QWEST CORPORATION, a Colorado
corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

~~EXECUTED~~ as of the date first written above.

GRANTEE:

Witnessed by _____, a

By: _____

Name:

Title:

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as

_____ of _____

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("Owner"),
 whose address is _____, hereby
 consents to the terms of the following paragraphs regarding the agreement described or entitled as
 _____ between Qwest Corporation, formerly U S WEST
 Communications, Inc. ("Qwest") and Owner for the property located at
 _____ ("Property") that provides Qwest with access to Owner's Property
 (the "Agreement").

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and
 sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title in Property: Owner represents and warrants either (a) that Owner is the owner of fee title to the
 Property described in the Agreement or, if no description of the Property is given in the Agreement, then
 (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if
 any, under the Agreement. Owner further represents and warrants that Owner has the legal right to
 execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of
 the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments: Owner expressly acknowledges that (a) this is a legal document that
 may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent
 to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure,
 waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality: Owner hereby waives any right it may have to keep the terms and
 contents of the Agreement confidential, whether or not such right to confidentiality is expressly set forth
 in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the
 competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further
 consents not to assert any claim or commence any action, lawsuit, or other legal proceeding against
 Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right
 to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement
 that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. Qwest's Waiver of Confidentiality: Qwest represents and warrants that it is granting a limited waiver
 of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with
 the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the
 Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this
 Consent to Disclosure form and only to the undersigned CLEC.

5. CLEC's Obligations: CLEC shall use the Agreement exclusively for the following purposes and for no
 other purpose whatsoever:

(a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way
 within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement

Qwest further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

5. Acknowledgment of Limitation on Waivers Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Qwest has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Qwest has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.

7. Delivery All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

CLEC:

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)