

Qwest Corporation
Catalog No. 2
Washington

**EXCHANGE AND
NETWORK SERVICES**
Effective: November 11, 2008

SECTION 4
3rd Revised Index Sheet 1
Cancels 2nd Revised Index Sheet 1

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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1st Revised Sheet 1
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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.1 CONSTRUCTION CHARGES

(C)

A. Description

Construction charges and requirements apply when service is requested at a location that has not previously had telephone service, i.e., does not have existing facilities, or when service is requested at a location where existing facilities are at capacity. (Construction within new residential developments is addressed in 4.4, following.)

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B. Terms and Conditions

1. The Company will furnish, install and maintain all network or cable facilities necessary to serve an applicant in accordance with its lawful rates, terms and conditions, and with its established construction standards. Applicants are required to furnish a support structure(s) designated by the Company for the construction of outside plant facilities and service wire from the Company designated point on the applicant's property line to a Company designated point at the premises to be served, see B.4., following. Following construction, the Company is responsible for maintenance of Company network and cable facilities and support structures used to provide same service, see 2.4.2.A., preceding

2. The type of construction (buried or aerial) is the prerogative of the Company, except where designated by law. If applicant chooses a different type of construction than that specified by the Company, the applicant will be responsible for any additional cost.

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3. If aerial construction is designated by the Company, the Company will extend aerial facilities to the applicant's premises once an adequate supporting structure has been provided. If buried construction is designated by the Company, the Company will extend buried facilities to a Company designated point on the applicant's property line. Once an adequate support structure has been provided the Company will extend buried facilities (i.e., service wire) from the Company designated point on the applicant's property line to a Company designated point at the premises to be served unless the property line has been designated as the Minimum Point of Entry (MPOE).

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4. It will be the Company's prerogative to designate the type of supporting structure required for the placement of facilities and service wires from the designated point on the applicant's property line to the premises to be served: trench, conduit, or pole.

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The Company will only be required to use an existing support structure when it meets the following criteria:

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4.1 CONSTRUCTION CHARGES

B. Terms and Conditions

4. (Cont'd)

- a. Construction of an extension of service is expressly conditioned upon the applicant completing construction of support structures, trenches, or both, on the applicant's property as determined by the Company. The applicant's responsibility extends from the applicant's property line to the applicant's premises. In the case of multiple applicants for an extension of service, each applicant is responsible for construction of support structures, trenches, or both, on that applicant's property. All such supporting structures must be placed in accordance with Company construction specifications provided to the applicant by the Company.
 - b. The applicant has the option of providing the trench and support structure as determined by the Company, or may choose the Company, or a different company for the construction of the trench and structure. If the applicant chooses the Company to dig the trench and provide the supporting structure, the applicant agrees to pay the Company all costs associated with the trench and supporting structure. Once support structures, trenches, or both have been constructed, the Company will provide drop wire to the applicant at no charge.
 - c. Once constructed and in place, all supporting structures and drop wire will be maintained by the Company so long as service is provided by the Company to the applicant. If the Company stops providing service to the applicant, the Company will have no responsibility for maintenance of supporting structures and drop wire. To the extent that the Company provides support structures and trenches, such material shall be owned by the Company.
 - d. In arranging for service, the applicant shall be deemed to have granted the Company and its employees, agents and contractors an easement for ingress and egress to and from the drop wire, supporting structures, trench and protector or NID for purposes of repair, maintenance, operation, replacement of said drop wire, support structures and trenches, along with the protector or NID.
 - e. Any cost incurred because of sharing an open trench or aerial structure on the applicant's private property with another utility, will be the responsibility of the applicant.
5. The route will be determined by the Company. If applicant chooses a different route than that specified by the Company, the applicant will be responsible for any additional cost.

(M) Material moved to Sheet 3.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.1 CONSTRUCTION CHARGES (C)

B. Terms and Conditions (Cont'd) (D)

6. Bills for construction charges are not to be construed as being bills for exchange or interexchange service. (M)

7. An estimated cost of construction for a specific job will be provided to the applicant requesting the construction. The estimated cost of construction will be in writing and will be good for thirty days after the Company issues a bill to the applicant. When accepted, the applicant will be billed the estimated cost of construction price. An estimated cost of construction is not the same as an approximate figure which may be provided by the Company's personnel. An approximate figure is intended only as an order of magnitude and not as a firm price. (C)

C. Reserved For Future Use (T)

(M) Material moved from Sheet 2.

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4.1 CONSTRUCTION CHARGES

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

- 4.2 EXTENSION OF SERVICE CHARGES (C)**
4.2.1 RESERVED FOR FUTURE USE (D)
4.2.2 EXTENSION OF SERVICE CHARGES (C)
- For Extension of Service Charges and Terms and Conditions see the Exchange and Network Services Tariff Section 4.2.2. (C)
- Construction will not proceed until payment of estimated cost has been paid in full. (N)

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

A. Description

A Provisioning Agreement for Housing Developments (PAHD) is a contractual arrangement between the Company and the Developer/Builder for the provision of facilities to and within new areas of residential development.

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B. Terms and Conditions

1. A PAHD is required for the following:

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a. Developments for the purpose of constructing single-family detached dwellings or two-family dwellings; multifamily dwellings; or a mix of single-family detached, two-family dwellings and multifamily dwellings.

(N)

b. Developments for mobile home lots that are individually owned. The Company will provide facilities to a post provided by the owner of the mobile home or mobile home park. The post shall meet the specifications of the Company.

c. RV parks platted for long-term residence. The Company will provide facilities to a post provided by the owner of the RV park. The post shall meet the specifications of the Company.

(N)

2. For the purpose of 4.4, a dwelling is any building or portion thereof which is designed or used exclusively for residential purposes. A single-family detached dwelling is designed for and occupied by not more than one (1) family. A two-family dwelling contains two (2) attached dwelling units, designed for and occupied by not more than two (2) families (also called a duplex). A multifamily dwelling is a dwelling containing three (3) or more dwelling units, designed for and occupied by an equal number of families.

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(K) Material moved to Sheet 7.

(K1) Material moved to Sheet 9.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

B. Terms and Conditions (Cont'd)

3. The following do not fall under the provisions of 4.4.
 - a. Developments containing less than four (4) single or two-family residential lots. These will be treated according to the terms set forth in the Company's line extension policy in 4.2.2 of the Exchange and Network Services Tariff and may be changed from time to time.
 - b. Marinas.
 - c. Mobile home parks, except as defined in 4.4.B.1.b.
 - d. RV parks, except as defined in 4.4.B.1.c.
4. The PAHD will include, but is not limited to: a description of the development; a requirement that the Developer/Builder provide the Company with an addressed, recorded plat; trench and backfill requirements; conduit requirements; reasonable and necessary or otherwise mutually agreed upon requirements for easements, rights-of-way and other similar rights to access the property; surface grading requirements; target dates and inspection schedules; and charges to be paid by the Developer/Builder.
5. The terms and conditions of each PAHD may vary as appropriate and may include provisions that are different from or additional to those stated in 4.4.
6. Developer/Builders' Responsibilities and Charges
 - a. When a Developer/Builder requests that the Company construct facilities pursuant to a PAHD, the Developer/Builder will be required to disclose whether or not the Developer/Builder has an arrangement or agreement with another provider to provide communications facilities and services. If the Developer/Builder has entered into an arrangement or agreement with another provider, Qwest will not be obligated to place facilities to and within the development or enter into a PAHD with the Developer/Builder. The Company may agree to place facilities within the development under mutually agreeable terms and conditions.

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4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

B.6. (Cont'd)

b. If 4.4.B.6.a., preceding, does not apply, the following charges and responsibilities shall apply:

- (1) The Developer/Builder will provide, without expense to the Company, trench and backfill based on the specifications provided by the Company for the facilities within the development. The Developer/Builder will also provide, as specified by the Company and without expense to the Company, conduit with adequate pull string for the service drop from the serving pedestal or property line to the dwelling. In areas where the Company has trench and backfill agreements with other utilities, the Developer/Builder is responsible for the Company's trench and backfill costs.
- (2) The Developer/Builder shall provide at no cost to the Company a legally sufficient easement to accommodate the placing and maintenance of the facilities (e.g. distribution cables plus terminal pedestals or like devices and access point cabinets) throughout the development. The surface of the easements shall be brought to final grade prior to the installation of buried or underground facilities.
- (3) Where the Company deems it necessary or desirable to use private and/or government right-of-way to place facilities to and within the development, such Developer/Builder shall be required to provide or pay the cost of providing such right-of-way in addition to any other applicable charges. The route established shall be determined by the Company.
- (4) If in the opinion of the Company, construction to and within the development does not constitute a prudent investment, the Developer/Builder will assume that portion of the construction costs that exceed a prudent financial contribution by the Company. For the purpose of this section (4), construction costs are defined in 4.4.B.7., following.
- (5) The Developer/Builder may request an engineering quote to be performed to establish an estimated construction charge by the Company. For the purpose of 4.4, the Company will provide an engineering quote of the construction charges and an executable PAHD to the Developer/Builder for a fee of \$300.00. All quotes are valid for thirty (30) days from the date they are presented to the Developer/Builder. This fee is non-refundable.
- (6) All costs payable by the Developer/Builder shall be paid prior to the start of any construction.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.6 OTHER CONSTRUCTION OR CONDITIONS

A. Special Types of Construction

1. Where a special type of construction is desired by a customer, such as where underground construction is requested in locations where aerial construction would be regularly used, or where conditions imposed by the customer involved excessive costs, or where underground construction is legally required by ordinance, covenant, tract restriction or otherwise, the customer or customers served by such facilities or the tract developer shall be required to pay the difference between the cost of the underground or other special type of construction and the average cost of construction normally used by the Company.
2. Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation to the persons requesting the relocation of such facilities.

B. Temporary Construction

Where construction is necessary to provide temporary service, such as to an applicant's temporary premises within an exchange in connection with a relocation of a permanent service, where service to a location will be for a period of less than 10 years, or when service must be temporarily provided in a nonstandard basis due to the urgency of the applicant, the applicant will be required to pay a construction charge equal to the estimated cost of installing and removing the temporary facilities, less estimated salvage at the time of removal. In the event the facilities are reusable without rearrangement or modification, at the time the temporary services are discontinued, a portion of the construction charge assessed may be refunded.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.6 OTHER CONSTRUCTION OR CONDITIONS (CONT'D)

C. Construction Under Unusual Conditions

1. Where the service location is so isolated or inaccessible that the unit cost of construction is unreasonably excessive, a construction charge may be assessed.
2. Construction required to provide service on a seasonal basis, or to provide foreign exchange service may be subject to construction charges.
3. Special construction charges will be applicable where, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct or normally utilize.

D. Underground Communication Facilities Serving Nonresidential Buildings

Underground communication facilities will be provided, where feasible, in new installations at nonresidential buildings and residential buildings with more than four (4) living units, except as covered in 4.4.B., preceding, residential buildings being utilized as business establishments.

Where, in the opinion of the Company, the placement of underground communication facilities is impractical or not feasible, the facilities shall be placed aerially and the owner or customer requesting the same shall provide and furnish the hardware required by the Company to attach to the building including but not limited to "I" bolts, wall sleeves, or such other hardware as specified by the Company.

The provision of underground communication facilities to serve these buildings shall be dependent upon the following conditions:

1. All underground Company wire and cable routes and entrance facilities on private property shall be determined by the Company with the concurrence of the building owner or his agent.
2. The owner shall furnish the Company with site plans showing building locations with sewer, water, gas and power routes.
3. Upon agreement to place underground communication facilities and compliance with these listed conditions, the Company shall furnish the owner a plan showing the location of proposed communication facility routes.

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4.6 OTHER CONSTRUCTION OR CONDITIONS

(N)

F. Underground Communication Facilities Serving Nonresidential Buildings and Certain Residential Buildings (Cont'd)

4. The owner shall provide reusable conduit, manholes, and handholes in place (size and number specifications to be determined by the Company) from the central distributing point at the buildings to the Company designated facility point (e.g., pedestal, pole and/or property line, etc.). Such conduit shall be in place and the surface of the ground area must be brought to final grade at least 30 days prior to the requested service date.
5. The Company shall select the location of the facility point. The location may or may not be the closest property line and will be determined based upon the owner's plans and existing or proposed communication facilities.
6. Notwithstanding the provision of the conduit, the building owner or the customer shall be liable for repairs to communication facilities damaged by their action or that of their employees, contractors, or agents. Such liability shall also include the restoration of the damaged site to original condition (e.g., restoration of asphalt, sod, concrete, landscaping, etc.).
7. Where, in the opinion of the Company, it is reasonably necessary to secure a written easement for the protection of the underground communication facilities to the buildings, the property owner shall execute and deliver the easement in a form satisfactory to the Company.
8. The cost of any rearrangements and/or rerouting of existing communication facilities to the buildings along with the restoration of the site will be borne by the customer and/or property owner requesting same.