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BEFORE THE ARIZONA CORPORATION COMMISSION

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CARL J. KUNASEK
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner

DOCKETED BY [Signature]

IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH § 271 OF THE)
TELECOMMUNICATIONS ACT OF)
1996)

Docket No. T-00000A-97-0238

U S WEST'S
NOTICE OF FILING

U S WEST Communications, Inc. ("U S WEST") hereby submits a red-lined version of its Statement of Generally Available Terms and Conditions ("SGAT") which incorporates language changes to checklist item No. 3. Attached hereto as Exhibit A is a red-lined version of U S WEST's changes to its SGAT

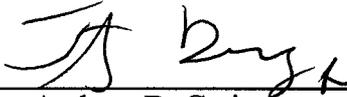
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DATED this 6th day of March, 2000.

Respectfully submitted,

U S WEST COMMUNICATIONS, INC.

By 

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**ORIGINAL and 10 copies of the foregoing filed
this 6th day of March, 2000 with:**

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**COPY of the foregoing hand-delivered
this 6th day of March, 2000, to:**

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4 **COPY of the foregoing mailed**
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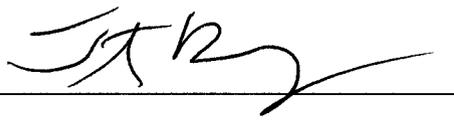
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ATTACHMENT 1

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
U S WEST COMMUNICATIONS, INC.
IN THE STATE OF ARIZONA
(FIRST-SECOND REVISED)**

* * *

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

10.8.1 Description

10.8.1.1 Pole Attachments - U S WEST Each party will lease provide the other with access to available pole attachment space to CLEC for the placing of CLEC's facilities for the purpose of transmitting Telecommunications Services.

10.8.1.2 Ducts and Conduits - U S WEST Each party will lease provide the other with access to available underground ducts/conduits to CLEC for the purpose of placing CLEC's facilities for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty conduit; ownership of such innerduct shall vest to U S WEST.

10.8.1.3 Rights of Way (ROW) - Where it has ownership or control to do so, each party will provide the other access to available ROW for the purpose of placing CLEC's facilities for transmitting Telecommunication Services. ROW includes land or other property owned or controlled by U S WEST and may run under, on, above, across, along or through public or private property including multi-unit buildings.

10.8.1.4 Reciprocity - The rights and obligations in this part 10.8 are reciprocal. This part 10.8 expressly specifies rights and duties in the context of CLEC obtaining access to U S WEST's poles, ducts, conduit and ROW. However, in the context of U S WEST obtaining access to CLEC's poles, ducts, conduit and ROW, CLEC shall have the duties and rights expressly ascribed to U S WEST herein, and U S WEST shall have the duties and rights expressly ascribed to CLEC herein.

10.8.2 Terms and Conditions

U S WEST shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the U S WEST Pole and Attachment and/or Innerduct Occupancy General Terms and Conditions, attached hereto as Attachment I. U S WEST U S WEST will not favor itself over CLEC when provisioning access to poles,

ducts, conduits and rights of way. U S WEST shall not give itself preference when assigning space.

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

10.8.2.2 U S WEST will rely on such codes as the National Electrical Safety Code (NEC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to U S WEST facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/innerduct route, including estimated distances between major points, the identification and location of the poles/innerduct and ROW and a description of CLEC's facilities. U S WEST agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ~~a reasonable time~~ 10 business days of receiving a bona fide request for such information, except when extensive requests involve the gathering of plats from multiple locations.

10.8.2.5 Except as expressly provided herein or in the Pole Attachment Act of 1934 as amended and its regulations and rules, nothing herein shall be construed to compel U S WEST to construct, install, modify or place any poles/innerduct or other facility for use by CLEC.

10.8.2.6 U S WEST retains the right to determine the availability of space on poles/innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event U S WEST determines that rearrangement of the existing facilities on poles/innerduct, conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready fee"). When modifications to a U S WEST spare conduit include the placement of innerduct, U S WEST or CLEC will install the number of innerduct required to fill the ~~conduit-structureduct~~ to its full capacity; ownership of such innerduct shall vest to U S WEST.

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

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW and/or

poles/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this SGAT. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work ~~will~~may be performed by U S WEST or CLEC at the option of CLEC.

10.8.2.9 Access to a U S WEST Central Office manhole will be permitted ~~on a case-by-case basis~~where technically feasible. If space is available, U S WEST will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be nNo splices will be allowed in the Central Office manhole; however, where CLEC can establish the technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 If CLEC requests U S WEST to replace or modify existing poles/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay U S WEST the total actual replacement cost, U S WEST's actual cost to transfer its attachments to new poles/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction-fees) of the replaced poles/innerduct, if necessary. Ownership of new poles/innerduct shall vest to U S WEST. Upon request, U S WEST ~~may~~shall permit CLEC to install poles/innerduct. U S WEST reserves the right to reject any non-conforming replacement poles/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including U S WEST or its affiliates joining participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. ~~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 multiple parties and CLEC shall be responsible for its share of the modification cost.~~CLEC, U S WEST or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. U S WEST does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

10.8.2.11 Notification of modifications initiated by or on behalf of U S WEST and at U S WEST's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from U S WEST requesting rearrangement, U S WEST may perform or have performed such rearrangement and CLEC shall pay the

actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/innerduct completed at U S WEST's expense.

10.8.2.12 U S WEST reserves the right to make an on-site/final construction, inspections of CLEC's facilities occupying the poles/innerduct system. CLEC shall reimburse U S WEST for the actual cost of such inspections except where specified in this Section.

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

10.8.2.14 Once CLEC's facilities begin occupying the poles/innerduct or ROW system, U S WEST may perform periodic—a reasonable number of inspections. U S WEST shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that CLEC has in any other way failed to comply with the provisions of this SGAT; in which case CLEC shall reimburse U S WEST the costs of inspections and re-inspections, as required. CLEC's representative may accompany U S WEST on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon U S WEST nor relieve CLEC of any responsibilities, obligations, or liability assigned under this SGAT.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as U S WEST's workers. CLEC may use any contractor approved by U S WEST to perform Make-Ready Work.

10.8.2.18 If U S WEST terminates an order for cause, or if CLEC terminates an order 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) calendar days, or cause U S WEST 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 SGAT to U S WEST until CLEC's facilities are physically removed. "Cause" as used herein shall include but not be limited to CLEC's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to U S WEST's poles/innerduct.

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

10.8.2.20 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 by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. U S WEST's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate U S WEST premises CLEC's standard maintenance practices for facilities shall be made available to U S WEST upon request. CLEC shall in a timely manner comply with all requests from U S WEST to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should U S WEST under the provisions of this SGAT remove CLEC's facilities from the poles/innerduct covered by any Order, U S WEST will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due U S WEST. If CLEC removes facilities from poles/innerduct for other than repair or maintenance purposes, no replacement on the poles/innerduct shall be made until all outstanding charges due U S WEST for previous occupancy have been paid in full. CLEC shall advise U S WEST in writing as to the date on which the removal of facilities from

the poles/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/innerduct for which no agreement is in effect, U S WEST, without prejudice to its other rights or remedies under this SGAT, may assess a charge and CLEC agrees to pay a charge of \$200.00 per pole or \$200 per innerduct run between two manholes, plus payment as specified in this Section. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from U S WEST of the unauthorized occupancy, a poles/innerduct application. If such application is not received by U S WEST within the specified time period, CLEC will be required to remove its unauthorized facility within ~~ten~~ thirty (30) calendar days of the final date for submitting the required application, or U S WEST may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

~~10.8.2.23~~ ~~10.8.2.23~~—No act or failure to act by U S WEST with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by U S WEST of any of its rights or privileges under this SGAT or otherwise. CLEC shall be subject to all liabilities of the SGAT in regard to said unauthorized occupancy from its inception.

10.8.2.24 U S WEST will provide CLEC nondiscriminatory access to poles, ducts, conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Attachment I, on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern.

10.8.2.25 Nothing in this SGAT shall require U S WEST to exercise eminent domain on behalf of CLEC.

10.8.3 Rate Elements

U S WEST fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A pre-paid non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.

10.8.3.2 Field Verification Fee. A pre-paid non-refundable charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. The estimated pre-paid fee shall be billed in advance.

10.8.3.3 Make-Ready Work. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. An annual fee which is charged for the occupancy of one foot of pole space (except for antenna attachment which requires two feet).

10.8.3.5 Innerduct Occupancy Fee. An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

10.8.4 Ordering

The Ordering Process has distinct steps for ROW, Innerduct and Pole Attachment:

10.8.4.1 Inquiry. Upon request for ~~either ROW access~~, Pole Attachment or Innerduct Occupancy, U S WEST will provide CLEC with a document of General Information for Pole Attachment and Innerduct Occupancy along with a description of the application process. The CLEC will review the documents and provide U S WEST with maps of the desired area indicating the routes and entrance points for attachment or occupancy. –The CLEC will include the appropriate Inquiry Fee with its inquiry.

10.8.4.2 Inquiry Reviews.

a) Inquiry Review – Innerduct. U S WEST will complete the database inquiry and prepare a duct structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes ~~section~~ or fewer. An inquiry which exceeds the standard will have negotiated completion dates.

b) Inquiry Review – Poles. U S WEST will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route within ten (10) calendar days of the request. The U S WEST field engineer will be informed of CLEC’s needs and will report back on the number of poles, pole condition and Make-Ready work, if desired. A statement of the Make-Ready costs, number of poles and lease rates will be provided to CLEC within thirty-five (35) calendar days of the completion of the joint survey when 100 or fewer poles are

involved. The Pole quotation shall be valid for ninety (90) calendar days. U S WEST will charge CLEC for field engineer time.

10.8.4.3 Request – Innerduct. CLEC will review the Inquiry results and determine whether to proceed with verification. If desired, CLEC will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated verification costs, U S WEST will provide the requested information which may or may not include the following as appropriate: a review of public and internal right-of-way records for restrictions and to identify to CLEC what additional right of way permission is required; a field survey and site investigation of the innerduct, including the preparation of distances and drawings, to determine availability of existing innerduct; identification of Make-ready costs required to provide innerduct; the schedule in which the Make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided and shall be completed within thirty-five (35) calendar days for a standard inquiry of thirty (30) Utility Hole sections or less, or as negotiated between U S WEST and CLEC identified in the Cost Quotation.

10.8.4.4 Order – Poles and Innerduct. Upon completion of the procedures described above, U S WEST shall provide CLEC a statement of Make-ready costs and yearly lease rates. The review, signing and return of Attachment 2 of the General Information document along with payment of the Make-ready and prorated lease charges for the current year shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the Make-ready fees identified, U S WEST will assign CLEC's requested space and complete the make-ready work which may be required. U S WEST will notify CLEC when poles/innerduct are ready for attachment of facilities.

10.8.4.5 ~~The estimated costs included in the Request Quotation are used to cover the actual costs incurred by U S WEST in determining if innerduct space is available to meet CLEC's request. Likewise, e~~Estimates of Make-ready in the Order are used to cover actual Make-Ready costs. However, if U S WEST requests, CLEC will be responsible for payment of the actual make-ready costs determined if such costs exceed the estimate. Such payment shall be made within 30 days of invoice. Within 10 business days of a request therefor, U S WEST will provide CLEC access to records reflecting actual cost of make-ready work; provided, however, that, if U S WEST does not possess all such records at the time of the request, then U S WEST will provide access to such records within 10 business days of receipt of such records. CLEC must request such access to records, if at all, within 15 calendar days of the completion of make-ready work. If the actual make-ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request therefor. Such request must be received within 30 calendar days of the completion of make-ready work. Such credit will issue within 10 business days of U S WEST's receipt of either all records relating to such actual costs or CLEC's request for a credit, whichever comes last. If U S WEST denies the poles/innerduct, ROW

request, U S WEST shall do so in writing, within forty-five (45) days following the request, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the actual costs incurred and those prepaid by CLEC, if any, upon request. Such request must be made within 10 business days of CLEC's receipt of written denial. Any such refund shall be made within 10 business days of either receipt of CLEC's request or U S WEST's receipt of all records relating to the actual costs.

10.8.4.6 For the period beginning at the time of the making of a granted inquiry and ending ninety (90) days following the grant of an inquiry, U S WEST shall reserve such available poles, ducts, conduit, and right of way for CLEC that CLEC may reasonably request. CLEC shall pay an appropriate reservation fee mutually agreed upon by the Parties for such reservation and shall elect whether to accept the poles, ducts, conduits, or right of way within the ninety (90) day period following the granting of the inquiry. CLEC may accept such facilities by sending written notice to U S WEST.

10.8.4.6.1 During the reservation period, if another party, including U S WEST, makes a bona fide and good faith request for the use of any poles, ducts, conduits or right of way that CLEC has previously reserved, CLEC shall have a "right of first refusal" over these facilities. If CLEC chooses to exercise its right of first refusal, it shall do so by providing U S WEST ~~U S WEST~~ written notice of same within ~~ten~~ twenty (20) business days following receipt of written notice from U S WEST advising CLEC of the bona fide and good faith request.

10.8.4.6.2 To ensure proper use of reserved facilities, after the expiration of the reservation period or upon exercise of its right of first refusal, whichever occurs earlier, CLEC must begin paying the rates for access (whether or not it has actually installed or attached facilities) and shall begin construction on the facility within six (6) months or release its reservation.

10.8.4.6.3 After acceptance by CLEC, CLEC shall have six (6) months to begin attachment and/or installation of its facilities to the poles, ducts, conduit and right of way or request U S WEST to begin ~~Make-~~ Make- ~~Ready~~ or other construction activities. Any such construction, installation or ~~Make-~~ Make- ~~Ready~~ by CLEC shall be completed by the end of one (1) year after written notice of acceptance. CLEC shall not be in default of the six-month or one-year requirement above if such default is caused in any way by any action, inaction or delay on the part of U S WEST or its affiliates or subsidiaries.

10.8.5 Billing

CLEC agrees to pay U S WEST poles/innerduct preparation charges in advance and usage fees in arrears ("Fees") as specified in the Request and Order (Attachment 1 and Attachment 2 of the General Information Document). Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees will be assessed on an annual basis. Annual Fees will be assessed as of January 1 of each

year and shall be paid within 30 days following receipt of invoices therefor. Fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

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

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