

Issue Date: December 17, 2013

Transmittal No. 108

Effective: January 1, 2014

SPECIAL CONSTRUCTION

CHECK SHEET

All pages inclusive of this Tariff are effective as of the date shown.

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* Indicated pages included with this filing.

HAWAIIAN TELCOM, INC.

Tariff F.C.C. No. 3

1177 Bishop Street
Honolulu, Hawaii 96813

Original Page 7.1

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(D)

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SPECIAL CONSTRUCTION

THIRD PARTY TRADEMARKS

(N)

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SPECIAL CONSTRUCTION

SECTION 3 - SPECIAL CONSTRUCTION CASES

3.1 Charges to Provide Permanent Facilities

3.1.1 Case 2005-500030

A. Description of Service

Special construction for installation of fiber optic facilities to support a primary route for DS-3 special access line telecommunications services.

B. Location of Service

210 West Kamehameha Avenue
Kahului, Hawaii 96732

C. Service Period

Charges for the special construction are monthly recurring for a period of sixty (60) consecutive months from the in-service date.

D. Other Terms

Customer shall provide adequate and secure space, power and a path for the Company's equipment.

Customer agrees to pay any additional costs incurred by the Company, over and above the charge as a result of the Customer's special requirements; if the work requested is altered or modified in any way; or if the work is required to be performed other than during the Company's normal business hours and such work is requested by the Customer.

E. Rates and Charges

| | |
|---------------------------|----------|
| Monthly Recurring Charge* | \$188.00 |
| (USOC™) | 93P5F |

(T)

*Separate charges will apply to telecommunications services provided over these facilities.

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SPECIAL CONSTRUCTION

SECTION 3 - SPECIAL CONSTRUCTION CASES, (cont'd.)

3.1 Charges to Provide Permanent Facilities, (cont'd.)

3.1.2 Case 2006-500061, (cont'd.)

D. Other Terms, (cont'd.)

4. If the Customer terminates service or cancels the agreement, the Customer shall promptly pay to the Company all termination and cancellation charges that may be required under Tariffs, but in no event less than all costs and expenses incurred by the Company in connection with the service.

E. Rates and Charges

The following Monthly Recurring Charge applies, in addition to all applicable local, state, or federal fees, taxes, required surcharges or other applicable tariff charges.

| | | | |
|--------------------------|---------------|----------|-----|
| Monthly Recurring Charge | (USOC™ 93P1O) | \$353.00 | (T) |
|--------------------------|---------------|----------|-----|

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SPECIAL CONSTRUCTION

SECTION 3 - SPECIAL CONSTRUCTION CASES, (cont'd.)

3.1 Charges to Provide Permanent Facilities, (cont'd.)

3.1.3 Case 2006-700003

A. Description of Service

Special construction of facilities to support one (1) DS1 Special Access Line.

B. Location of Service

Naalehu, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company's normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.
2. If the Customer terminates this service subsequent to execution and prior to the Special Construction Tariff effective date, the Customer shall pay all nonrecoverable costs incurred by the Company as of the date of termination of the service by the Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the Nonrecurring Charge specified below.

D. Rates and Charges

The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes, required surcharges or other applicable tariff charges.

| | | | |
|---------------------|----------------------------|-------------|-----|
| Nonrecurring Charge | (USOC TM 93PT1) | \$24,075.00 | (T) |
|---------------------|----------------------------|-------------|-----|

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SPECIAL CONSTRUCTION

SECTION 3 - SPECIAL CONSTRUCTION CASES, (cont'd.)

3.1 Charges to Provide Permanent Facilities, (cont'd.)

3.1.4 Case 2006-500064, (cont'd.)

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes, required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|-------------|-----|
| Nonrecurring Charge | (USOC™ FOT11) | \$26,410.00 | (T) |
|---------------------|---------------|-------------|-----|

2. Tariff rates will apply to telecommunications services provided over the facilities installed under this agreement

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SPECIAL CONSTRUCTION

SECTION 3 - SPECIAL CONSTRUCTION CASES, (cont'd.)

3.1 Charges to Provide Permanent Facilities, (cont'd.)

3.1.5 Case 2006-500056, (cont'd.)

D. Other Terms (cont'd)

5. The Customer acknowledges that the Company must secure permission to use certain facilities owned by another entity to provision the service described above. In the event the Company is unable to secure the required permission, this agreement will be terminated and the Customer shall be responsible for any and all costs the Company has incurred prior to such termination.

E. Rates and Charges

1. The following Monthly Recurring Charge applies, in addition to all applicable local, state, or federal fees, taxes, required surcharges or other applicable tariff charges.

Monthly Recurring Charge (USOC™ FOT12) \$500.00 (T)

2. Tariff rates will apply to telecommunications services provided over the facilities installed under this agreement

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SPECIAL CONSTRUCTION

SECTION 3 – SPECIAL CONSTRUCTION CASES, (cont’d)

3.1 Charges to Provide Permanent Facilities, (cont’d)

3.1.6 Case 2006-700017

A. Description of Service

Special construction for the installation of facilities to support one (1) 10 Mb Ethernet circuit.

B. Location of Service

Honolulu, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company’s normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.
2. If the Customer terminates this service or cancels the agreement, the Customer shall promptly pay to the Company all non-recoverable costs incurred by the Company as of the date of termination of the service by Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the nonrecurring charges set forth below.

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|------------|-----|
| Nonrecurring Charge | (USOC™ 93P1H) | \$2,211.00 | (T) |
|---------------------|---------------|------------|-----|

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SPECIAL CONSTRUCTION

SECTION 3 – SPECIAL CONSTRUCTION CASES, (cont'd)

3.1 Charges to Provide Permanent Facilities, (cont'd)

3.1.7 Case 2006-500102

A. Description of Service

Special construction for the installation of fiber optic facilities to support a primary route for DS 3 Special Access Line services.

B. Location of Service

Kapolei, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company's normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.
2. If the Customer terminates this service or cancels the agreement, the Customer shall promptly pay to the Company all non-recoverable costs and expenses incurred by the Company as of the date of termination of the service by Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the nonrecurring charges set forth below.

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|-------------|-----|
| Nonrecurring Charge | (USOC™ 93P31) | \$16,383.00 | (T) |
|---------------------|---------------|-------------|-----|

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SPECIAL CONSTRUCTION

SECTION 3 – SPECIAL CONSTRUCTION CASES, (cont’d)

3.1 Charges to Provide Permanent Facilities, (cont’d)

3.1.9 Case 2007-700033

A. Description of Service

Service for new facilities for one (1) OC3 Special Access Circuit.

B. Location of Service

Kapolei, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company’s normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.

2. If the Customer terminates this service or cancels the agreement, the Customer shall promptly pay to the Company all non-recoverable costs and expenses incurred by the Company as of the date of termination of the service by Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the nonrecurring charges set forth below.

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|-------------|-----|
| Nonrecurring Charge | (USOC™ 93PKP) | \$16,370.46 | (T) |
|---------------------|---------------|-------------|-----|

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SPECIAL CONSTRUCTION

SECTION 3 – SPECIAL CONSTRUCTION CASES, (cont'd)

3.1 Charges to Provide Permanent Facilities, (cont'd)

3.1.10 Case 2006-700031

A. Description of Service

Special construction for installation of fiber facilities to support a route for one (1) 10Mb Ethernet circuit.

B. Location of Service

Honolulu, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company's normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.
2. If the Customer terminates this service or cancels the agreement, the Customer shall promptly pay to the Company all non-recoverable costs and expenses incurred by the Company as of the date of termination of the service by Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the nonrecurring charges set forth below.

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|-------------|-----|
| Nonrecurring Charge | (USOC™ 93P32) | \$20,530.00 | (T) |
|---------------------|---------------|-------------|-----|

2. Tariff rates will apply to telecommunications services provided over the facilities installed under this agreement.

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SPECIAL CONSTRUCTION

SECTION 3 – SPECIAL CONSTRUCTION CASES, (cont'd)

3.1 Charges to Provide Permanent Facilities, (cont'd)

3.1.11 Case 2007-700017

A. Description of Service

Special construction for installation of fiber facilities to support a route for one (1) DS1 Special Access Line telecommunications service.

B. Location of Service

Laupahoehoe, Hawaii

C. Other Terms

1. The Customer agrees to pay additional costs if this request is altered or modified in any way, or if work is required to be performed other than during the Company's normal business hours, and such work is requested by the Customer. Any additional charges will be subject to an amendment to the underlying agreement.
2. If the Customer terminates this service or cancels the agreement, the Customer shall promptly pay to the Company all non-recoverable costs and expenses incurred by the Company as of the date of termination of the service by Customer. If the Customer terminates the service after the effective date of the tariff, the Customer shall pay the Company termination liability equal to the nonrecurring charges set forth below.

D. Rates and Charges

1. The following Nonrecurring Charge applies, in addition to all applicable local, state, or federal fees, taxes required surcharges or other applicable tariff charges.

| | | | |
|---------------------|---------------|--------------|-----|
| Nonrecurring Charge | (USOC™ 93P1W) | \$161,949.16 | (T) |
|---------------------|---------------|--------------|-----|

2. Tariff rates will apply to telecommunications services provided over the facilities installed under this agreement.

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 SPECIAL CONSTRUCTION

SECTION 4 - GRANDFATHERED REGULATIONS, RATES AND CHARGES, (cont'd.)

4.2 Liabilities, Charges and Payments, (cont'd.)

4.2.5 Development of Liabilities and Charges

The customer has the option of accepting the liabilities and charges based on estimated or actual costs. Estimated costs will be used unless the customer notifies the Telephone Company of the selection of the actual cost option in writing prior to the start of Special Construction.

Under the estimated cost option, Special Construction liabilities and charges are developed based on estimated costs and will be filed in this tariff.

Under the actual cost option, if all actual costs are not available prior to the in-service date of the FIA, estimated Special Construction charges will be filed in this tariff. As soon as the actual costs, including costs of maintaining and filing these costs, are subsequently determined, the estimated charges will be adjusted to reflect the actual costs. The filed charges will then reflect actual costs existing at the time the FIA are provided.

4.2.6 Types of Contingent Liabilities

Depending on the specifics associated with each individual case the following Maximum Termination Liability may be applicable for Special Construction.

(A) Maximum Termination Liability (USOCTM - MLY)

(T)

A MTL has two components, an amount and a specified period of time.

The amount is equal to all nonrecoverable costs less the net salvage value (e.g., depreciation, return, income tax associated with the specially constructed facilities). The amount will be amortized over the average account life of the specially constructed facilities. The standard liability period is the average account life of the Specially Constructed facilities expressed in years.

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 SPECIAL CONSTRUCTION

SECTION 4 - GRANDFATHERED REGULATIONS, RATES AND CHARGES, (cont'd.)

4.2 Liabilities, Charges and Payments, (cont'd.)

4.2.6 Types of Contingent Liabilities, (cont'd.)

(A) Maximum Termination Liability (USOCTM - MLY), (cont'd.)

(T)

At the customer's option, an optional liability period shorter than the average account life may be established. If the customer chooses an optional liability period, the MTL amortization schedule will not change. The remaining MTL amount for the period between the expiration of the optional liability period and the expiration of the amortization schedule will be due as a lump sum payment (LS) at the time the optional liability period expires unless the case of Special Construction is extended.

Prior to the expiration of an optional liability period the customer has the option to (A) extend the use of the specially constructed FIA establishing a new liability period, or (B) terminate the case of Special Construction and pay the lump sum payment.

The Telephone Company will notify the customer six months in advance of the expiration date of the optional liability period. The customer must provide the Telephone Company with written notification of its intentions to be received one month prior to expiration of the optional liability period. Failure to do so, and payment of the next month's charges, will result in extension of the case of the Special Construction and the establishment of a new liability period equal to the remaining amortization period. A Case Preparation Charge will always apply if the Special Construction case is extended.

The MTL and the liability period applicable to specific cases of Special Construction are as set forth in 24 through 30 following.

(B) Reduction on Maximum Termination Liability

The time frames for MTL for Special Construction are expressed by an effective date and an expiration date. The MTL will be reduced for each month the Special Construction FIA is in service. For example, if the MTL period is 10 years, for each month in service the MTL would be reduced 1/120th.

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 SPECIAL CONSTRUCTION

SECTION 4 - GRANDFATHERED REGULATIONS, RATES AND CHARGES, (cont'd.)

4.2 Liabilities, Charges and Payments, (cont'd.)

4.2.7 Types of Charges

Two categories of charges may be applicable for Special Construction. These charges are nonrecurring charges and recurring charges. These categories are described below.

(A) Nonrecurring Charges

One or more of the following nonrecurring charges may apply for each case of Special Construction: case preparation, termination, cancellation, expediting the construction, or optional payment charges.

(1) Case Preparation Charge (USOC™ - QPA)

(T)

The charge for case preparation includes the administrative expense associated with preparing and listing the charges in the tariff. This expense includes such items as: (a) tariff preparation and processing and (b) gross receipts and surcharge taxes.

(2) Termination Charge (USOC - MLY)

A Termination Charge applies when, at the customer's request, FIA provided on specially constructed facilities which have a tariffed Maximum Termination Liability are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed FIA adjusted for tax effects, for net salvage and for possible reuse. Administrative costs associated with the specific case of Special Construction and any cost for restoring a location to its original condition are also included. Termination Charges will never exceed the MTL.

(3) Cancellation Charge

If the customer cancels an ASR with which Special Construction is associated prior to the in-service date of the FIA, a Cancellation Charge will apply. The charge will include all nonrecoverable costs less the net salvage value incurred by the Telephone Company up to and including the time of cancellation.

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SPECIAL CONSTRUCTION

SECTION 4 - GRANDFATHERED REGULATIONS, RATES AND CHARGES, (cont'd.)

4.2 Liabilities, Charges and Payments, (cont'd.)

4.2.7 Types of Charges, (cont'd)

(A) Nonrecurring Charges, (cont'd)

(4) Expediting Charge

An Expediting Charge applies when a customer requests that Special Construction be completed on an expedited basis. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

(5) Optional Payment Charge (USOC™ - FPAPP)

(T)

The customer may elect to pay an Optional Payment Charge when it requests Special Construction of facilities utilizing (1) a type of facilities or (2) a route other than that which the Telephone Company would otherwise utilize in furnishing the requested service. Payment of this charge will result in a lower recurring charge for the Special Construction. This election must be made in writing, before Special Construction starts.

If this election is coupled with the actual cost option, the Optional Payment Charge will reflect the actual cost of the specially constructed facilities.

(a) Development of Optional Payment Charge

This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less (based on estimated or actual costs as elected by the customer).

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