

Contract No. 1306ICB **New** _____ **Renewal** _____ **Amendment** **X**_____

ESSENTIAL TERMS AND CONDITIONS

Effective Date: July 11, 2005

Expiration Date: July 10, 2005

Renewal Options: N/A

Duration of Contract: Service is provided on a month-to-month basis for up to twelve (12) consecutive months or until a general tariff offering becomes effective.

Description of Service: 5-1-1 Routing Service is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256 issued by the FCC on CC Docket 92-105, the 5-1-1 code was made available for access to travel information services. 5-1-1 service is designed to be offered by State Transportation Departments or their designee. This service utilized AIN technology in an application similar to a Single Number service which routes the 5-1-1 call based on the number the caller is calling from. NPA, NPA/NXX, Zip+4, Zip Code, or Signal Point Code routing will direct the incoming call to the correct 5-1-1 center.

Number of Units: 42 AIN Capable Host Offices
 7 Non-AIN Certified Host Offices

Monthly Recurring Charge: N/A

Non-Recurring Charge: 5-1-1 Routing Service Establishment Charge, per Point-to-Number - \$199.00

 Central Office Switch Activation Charge per Central Office Switch Translated - \$22.25.

Note: As this Amendment No. 2 continues currently installed Service for the specified period, the Central Office Switch Activation Charge, per Central Office Switch Translation is not included for the Extension Term. Additional switch translation work required to provide the Service to Verizon switch locations not currently noted in Section 5, Exhibit A, of the Agreement and will be addressed by formal amendment to the Agreement.

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ESSENTIAL TERMS AND CONDITIONS

Locations:

Anacortes, Arlington, Bothell, Camas, East Wenatchee, Everett, Ferndale, Halls Lake, Juanita, Kennewick, Kirkland, LakeStevens, Lynden, Manor Way, Marysville, Monroe, Mount Vernon, Oak Harbor, Post Falls, Pullman, Redmond, Richland, Richmond Beach, Sammamish, Silver Lake, Snohomish, Wenatchee, Brewster, Bridgeport, Chelan, LaConner, Manson, Newport, Quincy, Skykomish, Soap Lake, Naches, Republic, Tonasket, Washougal, Westport, Woodland

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5 (a). A statement summarizing the basis of the rate or charge proposed in the contract and an explanation of the derivation of the proposed rate or charge.

Verizon will bill non-recurring charges for this service directly to State of Washington, Department of Transportation.

One Time Charges

Nonrecurring charges per a settlement agreement with Staff are:

5-1-1 Routing Service Establishment Charge, per Point-to-Number - \$199.00

Central Office Switch Activation Charge per Central Office Switch Translated - \$22.25. As this Amendment No. 2 continues currently installed Service for the specified period, the Central Office Switch Activation Charge, per Central Office Switch Translation, is not included for the Extension Term. Additional switch translation work required to provide the Service to Verizon switch locations not currently noted in Section 5, Exhibit A, of the Agreement and will be addressed by formal amendment to the Agreement.

Termination Liability

There is no termination liability.

Monthly Recurring Charges

There are no monthly recurring charges.

Amendment No. 2 to the Agreement
between
State of Washington Department of Transportation
and
Verizon Northwest Inc.
for 511 Routing Service

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for 511 Routing Service (the "Agreement") between the State of Washington Department of Transportation ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the Agreement was filed with the Washington Utilities and Transportation Commission (the "Commission") June 26, 2003 as Contract No. 1259 and made effective July 10, 2003 in Docket No. UT-031039.

Whereas, the Agreement was modified by Amendment No. 1, fully executed between the parties on June 2, 2005 and filed with the Washington Utilities and Transportation Commission (the "Commission") June 6, 2005 as Contract No. 13061CB. Amendment No. 1 has not been made effective by the Commission, and this Amendment No. 2 will replace and supersede Amendment No.1 in its entirety.

Whereas, the purpose of this Amendment No. 2 is to extend the term of the Agreement for currently installed Service on a month to month basis for no more than twelve (12) months and provide for a transition of Service to a general tariff offering in the event a general tariff offering for this Service becomes available from Verizon.

The Agreement is modified as follows:

1. Customer is currently receiving Service under a prior agreement which will expire July 10, 2005. In order for Service to continue without interruption, this Amendment No. 2 must be fully executed and filed with the Commission in order for the Commission to complete its review prior to the July 10, 2005 expiration date. As the Service under the Agreement is not presently available in Verizon's tariff, if this Amendment No. 2 is not effective (as described in Section 2 of the Agreement and Section 5 below) by July 10, 2005, the Service must be disconnected and cannot be restored until this Amendment No. 2, or another agreement for the Service, is effective.
2. Provided that this Amendment No. 2 is made effective on or before July 10, 2005, the term of the Agreement for currently installed Service shall be extended on a month to month basis for up to twelve (12) consecutive months (the "Extension Term").
3. During the Extension Term, the following charges shall apply for the Service:

<u>Service Item</u>	<u>Monthly Unit/Rate</u>	<u>Non-Recurring Charge/ Unit*</u>
5-1-1 Routing Service Establishment Charge, Per Point-to Number	-0-	\$199.00*

*Non-Recurring charges do not apply to existing Service, but will apply to changes to existing Service.

As this Amendment No. 2 continues currently installed Service for the specified period, the Central Office Switch Activation Charge, per Central Office Switch Translation, is not included for the Extension Term. Additional switch translation work required to provide the Service to Verizon switch locations not currently noted in Section 5, Exhibit A, of the Agreement will be addressed by formal amendment to the Agreement.

4. When the Services supported under the Agreement are available in a Commission-effective general tariff offering by Verizon, Verizon will work cooperatively with Customer to transition the Services from the Agreement to the effective tariff. When the transition preparatory work is completed, Verizon will notify Customer that the Service is available for transition to the general tariff and will specify the date on which the transition will be completed (not less than thirty (30) business days unless agreed to by Customer in writing). The Agreement will automatically terminate when the transition is completed. There will be no early termination charges associated with the transition to the effective tariff. Once the Services have been transitioned to the tariff, they shall be governed solely by the tariff rates, terms and conditions.

5. This Amendment No. 2, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 2 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless Amendment No. 2 (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Amendment No. 2 shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

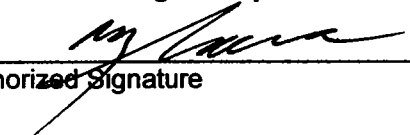
6. Customer must sign and date this Amendment No. 2 and return it to Verizon on or before June 17, 2005. This Amendment No. 2 will not be considered fully executed until signed by both Customer and Verizon.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 2 to be executed by their duly authorized representatives.

State of Washington Department of Transportation


Verizon Northwest Inc.



 Authorized Signature

 Title

 Date 6/16/05



 Authorized Signature

 William Gregoritch, Regional Sales
 Title Director

 6-17-05
 Date