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Lisa A. Anderl
Senior Attorney
Policy and Law Department

January 30, 2001

Via UPS

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Re: Docket No. UT-9[§]0390
Request for Approval of Amendments No. 3, 4, 5 and 7 to the Interconnection
Agreement between Qwest Corporation and Advanced TelCom, Inc. dba
Advanced TelCom Group

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of Amendments No. 3, 4, 5 and 7 to the Interconnection Agreement between Qwest Corporation and Advanced TelCom Group, Inc. Also enclosed are an original and five (5) copies of a Request for Approval of Amendments No. 3, 4, 5 and 7 to the Interconnection Agreement.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

If you have any questions or need any further information, please do not hesitate to contact me at the number listed above, or my paralegal, Elizabeth M. Weber at (206) 398-2504.

Sincerely,

Lisa A. Anderl

Enclosures

cc: Mary Sullivan (with pleading, without amendment)
Kathryn Thomas at ATG (with pleading, without amendment)

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WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of)
Amendment No. 3, 4, 5 and 7 to Interconnection) Docket No. UT-980390
Agreement Between Advanced TelCom, Inc. dba)
Advanced TelCom Group and Qwest) REQUEST FOR APPROVAL OF
Corporation) AMENDMENT NO. 3, 4, 5 and 7 TO
) INTERCONNECTION AGREEMENT
)

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest"), formerly U S WEST Communications, Inc., and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Amendments No. 3, No. 4, No. 5 and No. 7 to the Interconnection Agreement. Amendment No. 3 was executed on December 28, 2000 and January 5, 2001. Amendment No. 4 was executed on November 10 and 14, 2000. Amendment No. 5 was executed on October 10 and 16, 2000 and

1 Amendment No. 7 was executed on December 29, 2000 and January 3, 2001 (collectively, the
2 "Amendments"). These amendments supplement the original interconnection agreement
3 between ATG and Qwest which was approved by the Commission on December 9, 1998, in
4 Docket No. UT-980390. The Amendments modifies the Agreement by adding terms, conditions
5 and rates for unbundled dark fiber (Amendment No. 3), local number portability managed cuts
6 (Amendment No. 4), unbundled dedicated interoffice transport ("UDIT") (Amendment No. 5)
7 and unbundled network elements combinations (Amendment No. 7).

8 The original Agreement set forth terms, conditions and prices under which Qwest agreed
9 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
10 additional features in each LATA in which both Qwest and ATG operate within the state of
11 Washington. The Agreement also had terms, conditions and prices under which the parties
12 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
13 for the purpose of offering telecommunications services. The Agreement stated that the pricing
14 for these services is subject to the outcome of the Commission's determination in the Generic
15 Pricing Docket, UT-960369, et al.

16 This Amendment was reached through voluntary negotiations between representatives of
17 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
18 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
19 requirements of the Commission's Interpretive and Policy Statement.

20 II. REASONS FOR APPROVAL

21 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
22 reached through negotiation and/or arbitration only if the Commission finds that:

- 23 1) The Agreement (or portions thereof) discriminates against a

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telecommunications carrier not a party to the Agreement; or

- 2) The implementation of such Agreement or portion is not consistent with the public interest, convenience and necessity.

Qwest and ATG respectfully submit that the Amendments provide no basis for either of these findings and thus request that the Commission approve the Amendments expeditiously.

First, the Amendments do not discriminate against any other telecommunications carrier. There is no finding that the terms of these Amendments are more favorable than terms provided to other carriers.

Second, the Amendments are consistent with the public interest as identified in the pro-competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal Communications Commission. In addition, because these Amendments do not discriminate against any other telecommunications carrier, state law policies prohibiting unreasonable discrimination are preserved by approval of these Amendments.

For the foregoing reasons, Qwest and ATG submit that approval of these Amendments is warranted because they satisfy the state and federal criteria for approval.

III. UNDERSTANDING AND AGREEMENT OF PARTIES

With respect to the Amendments, the Parties understand and agree that Amendment No. 3 modifies the Agreement by adding terms, conditions and rates for unbundled dark fiber (“UDF”) as set forth in Attachment 1 to the Amendment. The parties further understand and agree that Amendment No. 4 modifies the Agreement by adding terms, conditions and rates for local number portability managed cuts. In addition, the parties understand and agree that Amendment No. 5 modifies the Agreement by adding terms, conditions and rates for unbundled dedicated interoffice transport (“UDIT”) rearrangement. Finally, the parties further understand and agree


1 that Amendment No. 7 modifies the Agreement by adding terms, conditions and rates for
2 unbundled network element combinations.

3 **IV. CONCLUSION**

4 For the foregoing reasons, Qwest and ATG respectfully request expeditious approval of
5 the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
6 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
7 additional local exchange competition between Qwest and ATG.

8 Respectfully submitted this 30th day of January, 2001.

9 Qwest

10
11 
12 Lisa A. Anderl, WSBA No. 13236
13 1600 - 7th Avenue, Room 3206
14 Seattle, WA 98191
15 (206) 345-1574
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**Amendment No. 3
to the Interconnection Agreement
Between
Qwest Corporation
and
Advanced TelCom, Inc. dba Advanced TelCom Group
for the State of Washington**

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STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION
COMMISSION

This is Amendment No. 3 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, ATG and Qwest entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties entered into previous amendments that have been approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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.

The Agreement is hereby amended by adding Unbundled Dark Fiber (UDF) as shown on Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ATG must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ATG 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.

**Advanced TelCom, Inc. dba Advanced
TelCom Group**

Kathryn L. Thomas
Signature

Kathryn L. Thomas
Name Printed/Typed

VP-Regulatory & Public Policy
Title

December 28, 2000
Date

Qwest Corporation

Patrick D. Holton
Signature

Patrick D. Holton
Name Printed/Typed

Director Wholesale Markets
Title

Jan 5, 2001
Date

ATTACHMENT 1
UNBUNDLED DARK FIBER (UDF)

1.0 Unbundled Dark Fiber (UDF)

1.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers or between a Qwest Wire Center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a Qwest Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises. ATG may request UDF sub-loops, defined as portions of the UDF loop that can be accessed at terminals in Qwest's outside plant, pursuant to the Bona Fide Request process set forth in this Agreement and Qwest shall provide such UDF sub-loops in accordance with applicable law. ATG reserves the right to argue that UDF sub-loops should be provided pursuant to the standard UDF ordering processes set forth section 1.3 of this Amendment, rather than the Bona Fide Request process.

1.2 Terms and Conditions

- 1.2.1 Qwest will provide ATG with non-discriminatory access to UDF-IOF and UDF-Loop. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within a reasonable time frame.
- 1.2.2 To the extent that ATG offers UDF-IOF or UDF-Loops on a wholesale basis to any provider of telecommunications services within the service territory in which Qwest is the incumbent local service provider, ATG will also offer such UDF-IOF or UDF-Loops to Qwest on a nondiscriminatory basis, subject to availability of facilities and technical feasibility.
- 1.2.3 Qwest will provide ATG with access to existing Dark Fiber facilities. ATG shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and ATG shall be permitted to use, regenerating equipment that already exists in mid-span.
- 1.2.4 Qwest will provide Unbundled Dark Fiber to ATG in increments of two strands (by the pair). ATG may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. ATG must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair.

- 1.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:
- a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.
 - b) Qwest will not unbundle Dark Fiber that, as of the day ATG submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another CLEC.
 - c) Qwest will not be required to unbundle Dark Fiber on a specific route if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier-of-last-resort obligations as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendency of the proceeding before Commission. The Parties will cooperate to seek expedited resolution by the Commission.
- 1.2.6 Qwest will provide ATG with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform ATG of the availability of single-mode and multi-mode fiber and other technical specifications, to the extent not covered by Section 1.2.7 below.
- 1.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.
- 1.2.8 ATG is responsible for trouble isolation before reporting trouble to Qwest.
- 1.2.9 ATG shall not "convert special access services to combinations of [UDF] unbundled loops and transport network elements"¹ unless ATG "uses [those] combinations...to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer."² ATG will be permitted to self-certify that it is providing a significant amount of local exchange service over combinations of UDF loop and transport, pursuant to the procedures and criteria contained in the FCC's Supplemental Order Clarification in CC Docket No. 96-98. Once the FCC issues a final order resolving the issues identified in its Fourth Notice of Proposed Rulemaking in CC Docket No. 96-98 and such order becomes effective, the requirements of this paragraph will be modified to be consistent with that decision.
- 1.2.10 Upon twelve (12) month notification to ATG or as defined by Commission, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by ATG. This condition would arise in those cases where Qwest demonstrates to the Commission that it is in jeopardy of meeting or

¹ FCC Order 99-370, released November 24, 1999, Paragraph 4.

² Id, Paragraph 5.

maintaining control of its obligation to provide services as required by law. In addition, if ATG does not achieve and maintain minimal UDF utilization, as outlined previously in Section 1.2.4, within 12 months of the UDF's receipt, Qwest may reclaim the facilities and charge ATG the normal disconnection charges contained in the Agreement. Upon request, ATG must provide Qwest with evidence verifying minimum UDF utilization. Qwest may conduct an Audit or Examination of ATG's utilization of the UDF pursuant to the terms of the Audit Section of the Agreement. Qwest will provide an alternative means of service when under-utilization is found. This paragraph represents Qwest's position on these matters. ATG does not agree with Qwest's position. In the event of a dispute under this paragraph, the Parties reserve all rights with respect to these matters.

- 1.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Element or Qwest services, or ATG facilities. ATG is responsible for connecting Dark Fiber with ATG fiber optic terminal or other equipment.
- 1.2.12 ATG must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.
- 1.2.13 For UDF-Loop, ATG is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of ATG.
- 1.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, Qwest will provide to ATG an optical "jumper," not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.
- 1.2.15 ATG is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at ATG's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. ATG shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. ATG facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduits and Rights of Way Section.
- 1.2.16 ATG will incur all costs associated with returning the UDF to its original condition when it disconnects UDF.

1.3 Ordering Processes

Ordering processes and installation intervals are as follows:

- 1.3.1 Prior to placing an order for UDF, ATG must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. ATG must establish proper ICDF demarcation points as part of its collocation build in

order to accommodate the UDF optical terminations.

- 1.3.2 The first step of the UDF ordering process is the inquiry process. ATG must submit a UDF inquiry through its account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. ATG must specify the two Qwest offices or end-user premise location and the number of fibers requested. Qwest will inform ATG of the availability of dark fiber that will meet ATG's request, if any, within 10 business days for an Initial Records Inquiry (IRI).
- 1.3.3 Based on the ATG request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

- 1.3.3.1 If spare fiber is available, and ATG chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), ATG will submit the Field Verification Quote Preparation (FVQP) form. Qwest will prepare and submit to ATG a quote along with the original FVQP within 20 business days of the submission of the FVQP form by ATG. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.
- 1.3.3.2 Qwest will begin the provisioning process upon notification from ATG to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify ATG when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at Qwest Wire Center or End-user Premise

- 1.3.3.3 If spare fiber is available, and ATG chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to an end-user premise, Qwest will begin the provisioning process upon notification from ATG to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. ATG will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.
- 1.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

1.4 Maintenance and Repair

- 1.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. ATG cross connections will be repaired by ATG and Qwest cross connections will be repaired by Qwest.

1.5 Rate Elements

- 1.5.1 Dark Fiber rates are contained in Exhibit A of this Amendment and include the following elements:

- a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by ATG. A simple IRI determines if UDF is available between two Qwest wire centers or between a Qwest wire center and customer premise. A complex IRI determines if UDF is available between a Qwest wire center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill ATG the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.
- b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to ATG at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 30 calendar days. The FVQP is not necessary when the request is between Qwest wire centers or between a Qwest wire center and customer premise (i.e., IRI).

- 1.5.2 The following rate elements are used once the availability of UDF has been established and ATG chooses to access UDF.

1.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.
- b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to ATG's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point.

1.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.
- b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating Qwest Wire Center and the End-user Premise and the terminations and cross connects at both ends.

EXHIBIT A

WASHINGTON RATES

The rates contained in this Exhibit A are interim. In the event the Commission approves permanent rates in a generic cost proceeding, this Exhibit A shall be updated, without requirement for an amendment, to reflect the Commission ordered rates on a going-forward basis.

Unbundled Dark Fiber (UDF)	Recurring	Nonrecurring
Initial Records Inquiry (IRI)		\$143.22
Mid-Point Structure Inquiry (MPSI)		\$182.61
Field Verification and Quote Preparation (FVQP)		\$1,333.74
UDF-IOF Charges		
Order Charge Per Route		\$489.42
Termination, Fixed Per Pair/Office	\$6.16	
Fiber Transport, Per Mile	\$74.56	
Fiber Cross-Connect Per Pair/Office	\$3.42	*\$29.63
UDF-Loop Charges		
Order Charge Per Route		\$489.42
Termination, Fixed Per Pair/Office	\$5.61	
Termination, Fixed Per Pair/Prem	\$4.88	
Fiber Transport, Per Route	\$98.64	
Fiber Cross-Connect Per Pair/Office	\$4.56	*\$29.63
*Per Office – Up to Two Pairs		

**Amendment No. 4
to the Interconnection Agreement
Between
Qwest Corporation
and
Advanced TelCom, Inc. dba Advanced TelCom Group
for the State of Washington**

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COMMUNICATIONS
COMMISSION

This is Amendment No. 4 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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.

The Agreement is hereby amended by adding terms, conditions and rates for Local Number Portability Managed Cuts as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ATG must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ATG 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.

**Advanced TelCom, Inc.
dba Advanced TelCom Group**

Kathryn L Thomas
Signature

Kathryn L Thomas
Name Printed/Typed

VP-Regulatory & Public Policy
Title

November 10, 2000
Date

Qwest Corporation

Patrick D. Holtz
Signature

Patrick D. Holtz
Name Printed/Typed

Director Wholesale Markets
Title

11/14/00
Date

ATTACHMENT 1
Local Number Portability Managed Cuts

- 1.0 A Managed Cut permits ATG to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.
- 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and ATG. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Provider's requesting the same FDT in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with ATG for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and ATG for the FDT. Otherwise, standard intervals will apply.
- 1.2 ATG shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
- 1.3 ATG will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
- 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments multiplied by the number of Qwest personnel actively participating in the cut.
- 1.5 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by ATG. ATG will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, ATG shall be charged a three hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the due date, within 24 hours of the negotiated FDT, ATG will be charged a 3 hour minimum.
- 1.6 ATG will provide Managed Cuts on the same basis as Qwest and will charge Qwest at the rates set forth in paragraph 1.7 of this Amendment consistent with the terms and conditions set forth in paragraphs 1.1 through 1.5, inclusive, of this Amendment.
- 1.7 Qwest will provide Managed Cuts at the rates shown below.

	Nonrecurring Charge
Managed Cut standard	\$27.38 per ½ hour per person
Managed Cut overtime	\$35.43 per ½ hour per person
Managed Cut premium	\$43.49 per ½ hour per person

**Amendment No. 5
to the Interconnection Agreement between
Qwest Corporation and
Advanced TelCom Group, Inc.
for the State of Washington**

RECEIVED
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STATE OF WASHINGTON
UTILITY AND TRANSPORTATION
COMMISSION

This is Amendment No. 5 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Advanced TelCom Group, Inc. ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Dedicated Interoffice Transport ("UDIT") Rearrangement, as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date


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

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.

Advanced TelCom Group, Inc.



Signature

RICHARD H. LEVIN

Name Printed/Typed

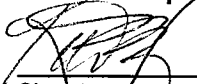
CHIEF REGULATORY COUNSEL

Title

OCTOBER 10, 2000

Date

Qwest Corporation



Signature

KEITH GALITZ

Name Printed/Typed

GENERAL MANAGER - WEDM

Title

10/16/00

Date

ATTACHMENT 1

1. Udit Rearrangement

1.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on the CLEC demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request at the rates listed below. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

1.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C.

1.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

WASHINGTON RATES

UDIT Rearrangement			Recurring	Nonrecurring
Single Office				\$233.03
Dual Office				\$260.02

*Replaced On
2-20-01
revised*

**Amendment No. 2
to the Interconnection Agreement
Between
Qwest Corporation
and
Advanced TelCom, Inc. dba Advanced TelCom Group
for the State of Washington**

This is Amendment No. 2 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, ATG and Qwest entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties entered into previous amendments that have been approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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.

The Agreement is hereby amended by adding Unbundled Network Elements Combinations as shown on Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ATG must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ATG 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.

**Advanced TelCom, Inc. dba Advanced
TelCom Group**

Kathryn L. Thomas
Signature

Kathryn L. Thomas
Name Printed/Typed

VP- Regulatory & Public Policy
Title

December 29, 2000
Date

Qwest Corporation

Patrick D. Holt
Signature

Patrick D. Holt
Name Printed/Typed

Director Wholesale Markets
Title

01-03-00
Date

Attachment 1

Unbundled Network Elements Combinations (UNE Combinations)

1.0 General Terms

1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.

1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.

1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Amendment pursuant to the Agreement.

1.2.2 UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going through a Collocation. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such.

2.0 Description

UNE Combinations are available in several categories, including, but not limited to, the following: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) EEL (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination, CLEC may request access through the BFR Process set forth in the Agreement.

3.0 Terms and Conditions

3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access

to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, the Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX includes the following combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port, 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.3.1 Qwest will make UNE-P-PBX combinations available to CLEC upon request: DS1 Capable Loop, Basic and DID Trunks and Shared Transport. Qwest will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in this Section.

3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.4.1 Qwest will make UNE-P-DSS combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-DSS combinations according to the standard intervals set forth in this Section.

3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.5.1 Qwest will make UNE-P-ISDN combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-ISDN combinations according to the standard intervals set forth in this Section.

3.6 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1, DS3 or other existing bandwidths. Qwest has two EEL offerings: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

3.6.1 CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

3.6.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

3.6.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the loop transport combination originates at a customer's Premises and that it must terminate at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's Premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's Premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-

transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

3.6.2.4 When CLEC certifies to Qwest through a certification letter that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in this Section, it seeks to qualify the circuit.

3.6.2.5 CLEC's local service certification shall remain valid only so long as the CLEC continues to satisfy one of the three options set forth in this Agreement. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

3.6.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

(a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

(b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.

(c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

(d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

(e) Qwest may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year.

(f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

(g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.

(h) Qwest shall not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements set forth in this Section.

(i) Qwest shall not require an audit as a prerequisite to provisioning EELs.

3.6.3 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

3.6.4 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and meet the terms of this UNE Section. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in this Section.

3.6.4.1 CLEC must utilize EEL-C to provide a significant amount of local exchange service in accordance with the three options listed in this Section.

3.6.4.2 No private line or other unbundled loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting.

3.6.4.3 EEL-C will only be provided where existing facilities are available.

3.6.5 EEL-C is currently ordered using an LSR process.

3.6.6 EEL-P – EEL-P is a combination of loop and interoffice facilities used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a new installation or conversion of circuits for the purpose of CLEC providing services to end user customers.

3.6.6.1 Terms and Conditions

3.6.6.2 CLEC must utilize EEL-P to provide a significant amount of local exchange service to each end user customer served in accordance with the three options listed in this Section.

3.6.6.3 One end of the interoffice facility must terminate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

3.6.6.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth. When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths. CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

3.6.6.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

3.6.6.6 Installation intervals will be equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.uswest.com/carrier/guides/sig/index.html>.

3.6.6.7 Concentration capability installation intervals will be offered at an ICB.

3.6.6.8 Reserved for Future Use

3.6.7 Ordering

3.6.7.1 CLEC will submit EEL-P orders using the ASR process.

3.6.7.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

3.6.7.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

3.6.7.4 One service order is required when CLEC orders a single bandwidth EEL-P from CLEC's Collocation to the end user customer location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

3.6.8 Rate Elements

3.6.8.1 EEL Link. The EEL Link is the loop connection between the end user customer Premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.2 EEL Transport. EEL Transport consists of the interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

3.6.8.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

3.6.8.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

3.6.9 UNE-P-Centrex – UNE-P- Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport, Centrex Common Block and, if desired, the Centrex Features supported by the switch.

3.6.9.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in this Section.

3.6.10 Qwest will provide access to Customer Management System (“CMS”).

3.6.11 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in the Agreement.

3.6.12 The following terms and conditions are available for all types of UNE-P:

3.6.12.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

3.6.12.2 If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in

CLEC's name, in accordance with terms and conditions set forth in this Agreement.

3.6.12.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of this Amendment.

3.6.12.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS ("Automatic Location Identification/Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

3.6.12.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

3.6.12.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

3.6.13 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible Party before the combination of elements is available for conversion into a UNE Combination.

3.6.14 If CLEC requests that an existing resale end-user customer be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in this Section

3.6.15 CLEC shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to this Agreement. The forecast shall be updated every six months for the first year of the contract and each November CLEC shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or

state); (b) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of the Agreement.

3.6.16 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

3.6.17 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

3.6.18 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end user customers contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest.

3.6.19 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: the end-user customer to be served with the UNE Combination is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined earlier in this UNE Section.

3.6.19.1 Access lines will be measured at the DS0 equivalent level.

4.0 Rates and Charges

4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in the Agreement and Exhibit A of this Amendment for both recurring and non-recurring application.

4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in the Agreement and Exhibit A of this Amendment.

4.1.2 Nonrecurring charges will apply based upon the cost to Qwest of provisioning the UNE Combination and providing access to the UNE

Combination. These non-recurring charges are described in CLEC's Agreement and Exhibit A of this Amendment.

4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by Qwest end user customers.

4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of interLATA or intraLATA carriers. Any change in CLEC's end user customers' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user customer.

4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

5.0 Ordering Process

5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the UNE-P and UNE Combination Resource Guide.

5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination Section. CLEC and Qwest can separately agree to due dates other than the standard interval.

5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or

after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest will not provide CLEC with the name of the other service provider selected by the end user customer.

5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

6.0 Billing

6.1 Qwest shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples available for CLEC review.

7.0 Maintenance and Repair

7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest.

8.0 Shared Interoffice Transport

8.1 Description

8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches (local and access tandems), and between tandem switches.

8.2 Terms and Conditions

8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

8.2.3 Qwest has the following obligations with respect to shared transport:

8.2.3.1 Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.

8.2.3.2 Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network.

8.2.3.3 Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch.

8.2.3.4 Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service.

8.3 Rate Elements

8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

8.4 Ordering Process

8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

8.5 Maintenance and Repair

8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.0 Customized Routing

9.1 Description

9.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

9.2 Terms and Conditions

9.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.2.2 CLEC has two options by which to route its end-user customers' calls:

(a) CLEC may elect to route all of its end-user customers' calls in the same manner as Qwest routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

(b) CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC LSR (Local Service Request).

9.3 Rate Elements

9.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

9.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit

A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

9.4 Ordering Process

9.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

9.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

9.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.4.4 If custom routing is requested, CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

9.4.5 If CLEC elects to route their end-users' calls in the same manner in which Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

9.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Reference the Maintenance and Repair processes contained in the Agreement.

Exhibit A
UNE Combinations/EEL
Washington Rates

1.0 UNE Platform		Recurring	Nonrecurring
1.1	UNE-Platform Pots New/Existing		
1.1.1	New		
1.1.1.1	Mechanized		
	First		\$60.02
	Each Additional		\$15.44
1.1.1.2	Manual		
	First		\$74.05
	Each Additional		\$16.63
1.1.2	Existing		
1.1.2.1	Mechanized		
	First		\$6.61
	Each Additional		\$1.24
1.1.2.2	Manual		
	First		\$14.62
	Each Additional		\$2.44
1.2	Enhanced Extended Loop (EEL)		
	EEL Link		
1.2.1	DS0 2-Wire	\$18.16	Under Development
1.2.2	DS0 4-Wire	\$33.60	Under Development
	Each Additional		Under Development
1.2.3	DS1	\$97.09	Under Development
	Each Additional		Under Development
1.2.4	DS3	\$1083.46	
	Each Additional		Under Development
1.3	EEL C		\$36.86
		Recurring Fixed	Recurring Per Mile
			Nonrecurring
1.4	EEL Transport		
1.4.1	DS0 EEL Transport		
	DS0 Over 0 to 8 Miles	\$16.59	\$0.10
	DS0 Over 8 to 25 Miles	\$16.59	\$0.07
	DS0 Over 25 to 50 Miles	\$16.58	\$0.07
	DS0 Over 50 Miles	\$16.59	\$0.14
1.4.2	DS1 EEL Transport		
	DS1 Over 0 to 8 Miles	\$33.12	\$0.51
	DS1 Over 8 to 25 Miles	\$33.12	\$0.65
	DS1 Over 25 to 50 Miles	\$33.13	\$2.30
	DS1 Over 50 Miles	\$33.13	\$2.70
1.4.3	DS3 EEL Transport		
	DS3 Over 0 to 8 Miles	\$224.72	\$10.60
	DS3 Over 8 to 25 Miles	\$225.41	\$11.55
	DS3 Over 25 to 50 Miles	\$231.08	\$30.34

DS3 Over 50 Miles	\$233.13	\$34.70	
		Recurring	Nonrecurring
1.5 Multiplexing			
DS3 to DS1		\$175.23	\$556.56
DS1 to DS0		\$170.08	\$219.60
1.6 DS0 Channel Performance			
DS0 Low Side Channelization		\$11.64	
DS1/DS0 MUX, Low Side Channelization		\$6.65	
1.7 Concentration Capability		ICB	ICB
2.0 Shared Transport			
2.1 Minute of Use - TELRIC Based			
End Office to End Office		\$0.00066	
End Office to Access Tandem		\$0.00217	
3.0 Customized Routing			
3.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			Under Development
3.2 Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			Under Development
3.3 All Other Custom Routing		ICB	ICB