

Verizon Northwest Inc.

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November 30, 2009

Washington Utilities and Transportation Commission Chandler Plaza Building 1300 S. Evergreen Park Drive SW P. O. Box 47250 Olympia, Washington 98504

Subject: CONTRACT NO. 1405ICB - Docket No. 061300

Verizon Northwest Inc. submits for filing Contract No. 1405ICB, Amendment No. 1 to an existing customer specific agreement filed under Contract No. 1324ICB, that provides OC48 Enhanced Dedicated SONET Ring (EDSR) Service for a term of thirty-six (36) months. EDSR provides a dedicated high capacity customized network in a ring architecture that assures survivability. The purpose of this amendment is to extend the term of the contract on a month-to-month basis not to exceed six months. The customer exercised the 60 day extension available in the contract to allow time to negotiate a new contract.

The company provides this service under contract because the service is not available under tariff.

The company requests an effective date of December 30, 2009 for this contract filing. I can be reached at 425.261.6380 if there are questions related to this filing.

Very truly yours.

Lin Fogg

Manager - External Affairs

Attachments (2009-500314)

#### **ESSENTIAL TERMS AND CONDITIONS**

Renewal \_\_\_\_\_ Amendment \_\_X\_\_\_ Contract No. 1405iCB New \_\_\_\_ Effective Date: December 30, 2009 **Expiration Date:** Contract term is extended on a month-to-month basis not to exceed six months from December 30, 2009. **Duration of Contract:** Up to six (6) months. Description of Service: EDSR (SONET) Service provides a dedicated high capacity customized network in a ring architecture that assures survivability. Termination Charges: Termination charges will not apply during the Extended Service Period. Customer must provide Verizon with thirty (30) days notice prior to termination. Number of Units North Ring: 4 Enhanced OC48 Nodes 10 Miles of Transport Ring Mileage Number of Units South Ring: 2 Enhanced OC48 Nodes 2 Port Nodes - OC48 9 Miles of Transport Ring Mileage Monthly Recurring Charge(s) per unit North Ring: \$4,800.00 per Enhanced OC48 Node \$ 45.00 Transport Ring Mileage, per airline mile Monthly Recurring Charge(s) per unit South Ring: \$4,800 per Enhanced OC48 Node

\$1,800.00 per Port Node OC48 Node

\$ 50.00 Transport Ring Mileage, per airline mile

#### **ESSENTIAL TERMS AND CONDITIONS**

Contract No. 1405ICB New \_\_\_\_ Renewal \_\_\_\_ Amendment \_ X\_\_\_

Monthly Recurring Charge(s) per unit for ports added on a term or monthto-month basis:

\$28.00 per DS1 Port

\$115.00 per DS3 or STS-1 Port

\$343.00 per OC3 Port \$274.00 per OC3c Port \$642.00 per OC-12 Port \$514.00 per OC-12c Port \$230.00 per GigE1 Port \$345.00 per GigE-3 Port \$455.00 per GigE-6 Port \$535.00 per GigE-9 Port \$645.00 per GigE-12 Port \$880.00 per GigE-24 Port

Non-Recurring Charge(s) for EDSR shall apply as noted below only on a first and additional basis for subsequent installation of ports on a month-to-month basis.

DS1 Port	<u>Initial</u> \$525.00	Additional \$210.00
DS3, STS-1, OC3, OC3c Port	\$805.00	\$343.00
OC-12, OC-12c, GigE-1, GigE-3, GigE-6, GigE-9, GigE-12, GigE-24	\$767.00	\$327.00

Addition of Customer locations or the addition or upgrade of Nodes will require a formal amendment to the Agreement.

New construction of Verizon fiber network facilities ("New Construction") is required to provide EDSR Service to the Customer locations and at the charges set forth below. Such charges are subject to change in the event Verizon encounters unforeseen conditions or circumstances that increase the cost of performing the New Construction. Customer shall also pay all applicable charges and taxes charged pursuant to applicable law and regulations. Charges will be due and payable thirty (30) days after the applicable bill date. Customer must provide at its cost any conduit, pathways, and building entrance facilities required on private property, and suitable and secure space, power and access for any equipment or facilities that Verizon may place at Customer's premises. The New Construction will be performed within Verizon's standard working intervals, during normal working hours.

#### **ESSENTIAL TERMS AND CONDITIONS**

Contract No. 1405ICB New \_\_\_\_ Renewal \_\_\_ Amendment \_ X \_\_\_

Lump Sum Up-Front Payment

North Ring Primary Entrance \$20,902.00

North Ring Optional Diverse Entrance \$7,850.00

North Ring Diverse Entrance \$23,164.00

South Ring Primary Entrance: \$8,513.00

South Ring Optional Diverse Entrance: \$13,810.00

South Ring Optional Diverse Entrance: \$9,826.00

Locations:

Bellevue, Redmond

# RECEIVED DEC. 1, 2009 WA. UT. & TRANS. COMM. ORIGINAL UT-061300 ESSENTIAL TERMS AND CONDITIONS

Contract No. 1405ICB	New	Renewal	Amendment _ X
WAC 480-80-142:			

7(iii) Demonstrate, at a minimum, that the contract charges cover the company's cost of providing the service. Costs will be determined under a long-run incremental cost analysis, including as part of the incremental cost, the price charged by the offering company to other telecommunications companies for any essential function used to provide the service, or any other commission-approved cost method. (iv) Summarize the basis of the charge(s) proposed in the contract and explain the derivation of the proposed charge(s) including all cost computations involved.

Because of the short duration of the term extension, a new cost study was not prepared.

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Contract No. 1405CB	New	Renewal	AmendmentX
WAC 480-80-142:			

7 (v) Indicate the basis for using a contract rather than a filed tariff for the specific service involved. If the basis for using a contract is the availability of an alternative service provider, identify that provider.

Service is provided under a contract because it is not available under a tariff.

### **ESSENTIAL TERMS AND CONDITIONS**

	Contract No. 1405ICB	New	Renewal	Amendment _	_X
WAC 4	180-80-142:				
(2)	Duration of contract. All cont	racts shall be fo	or a stated time peri	od.	
The ter	rm shall he month-to-month fro	m December 3	0 2000 not to oxog	ad six months	