

**Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Avista Communications of Washington, Inc.  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as US WEST Communications, Inc., a Colorado corporation, and Avista Communications of Washington, Inc., ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was approved on October 25, 2000 by Washington Utilities and Transportation Commission ("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:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Transfer of Responsibility as set forth in Attachment 1 and its Exhibit A and DC Power Reduction Procedure as set forth in Attachment 2 and its Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

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

Avista Communications of Washington, Inc.

Qwest Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sharon Siers  
\_\_\_\_\_  
Name Printed/Typed

Pamela Jenkins  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

Emerging Sales Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**COLLOCATION TRANSFER OF RESPONSIBILITY**

If terms and conditions for Collocation Transfer of Responsibility are included in CLEC's Interconnection Agreement, and those terms differ from those set forth in this amendment, then the terms of the Interconnection Agreement prevail.

**1.0 Description**

1.1 Transfer of Responsibility refers to the transfer of a Collocation site to an assuming CLEC or from a vacating CLEC subject to the conditions set forth herein. A Transfer of Responsibility Collocation site is identified via the vacating CLEC's 11 character CLLI™ code.

1.2 Transfer of Responsibility is offered for Caged Physical, Cageless Physical, and Virtual Collocation.

1.3 All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 There are two types of Transfer of Responsibility:

1.4.1 Transfer of Responsibility without working circuits – there are no active terminations (e.g., Digital Signal Level 0 (DS0), Digital Signal Level 1 (DS1)) for the Collocation site to be transferred.

1.4.2 Transfer of Responsibility with working circuits – active terminations (e.g., DS0, DS1) are associated with the Collocation site to be transferred.

1.5 Transfer of Responsibility with working circuits is offered if only administrative changes are required and the transfer does not involve translations activity that need to be processed in conjunction with the transfer. If the CLEC's transfer plans allow for the completion of the Transfer of Responsibility prior to the translation activity, then the transfer request would be permissible within the product offering.

1.6 A request for Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

**2.0 Terms and Conditions**

2.1 A Collocation site is considered eligible for Transfer of Responsibility only after Qwest completes the site build-out and the vacating CLEC has accepted the site.

2.2 Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Transfer of Responsibility request. Assuming CLEC will need to amend any previously-existing Interconnection Agreement prior to submitting a Transfer of Responsibility request if it does not contain the Terms and Conditions and rate elements for the services that will be transferred.

2.3 Both vacating and assuming CLEC's Interconnection Agreements with Qwest must contain finalized terms and conditions associated with the Transfer of Responsibility of a Collocation site and all associated services.

2.4 The Collocation site referenced in the Transfer of Responsibility request will be transferred "as is" and in its entirety. This includes, but is not limited to, entrance facilities (from the Point of Interface (POI) utility hole), Splitters, cables, and working circuits (if applicable). Terms and conditions pertaining to the transfer of equipment between the vacating and assuming CLECs will be the responsibility of the vacating and assuming CLECs.

2.5 The assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Customer address, phone number, billing and contact information, and contract number. The 11 character CLEC CLLI™ code will remain the same. The Transfer of Responsibility request may not include translations work for associated working circuits.

2.6 The Transfer of Responsibility request is available if there are no space requests pending by a CLEC or Qwest, or if the vacating and assuming CLEC were affiliate corporate entities prior to the proposed transfer, or the transfer is due to a bankruptcy court order. Collocation Transfer of Responsibility is not available if another CLEC and/or Qwest are in waiting queue for available space within the requested Central Office.

2.7 The negotiation of the transfer terms and conditions between the vacating CLEC and the assuming CLEC is the responsibility of those two Parties. Qwest does not participate in these discussions. Qwest will only manage the database and records transfer.

2.8 Qwest is not responsible for the physical condition of the CLEC's equipment, with the exception of equipment associated with a Virtual Collocation site, as set forth in CLECs' Interconnection Agreement.

2.9 If a CLEC submits a Transfer of Responsibility request for a site that has a related Splitter Collocation associated with it, the Splitter Collocation will be transferred as part of the Transfer of Responsibility.

2.10 Submission of new connect, change, and disconnect orders will be restricted from quote acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote acceptance and the completion of the transfer, it will be handled on an ICB and could affect the Ready for Service (RFS) date.

2.11 Submission of Collocation augment orders will be restricted from the time that the Application for Transfer of Responsibility has been validated until the assuming CLEC has accepted the quote for the Transfer of Responsibility.

2.12 All work in progress related to the Collocation site and/or associated working circuits (if applicable) must either be completed or cancelled by vacating CLEC prior to quote acceptance.

2.13 If vacating CLEC does not lease another physical Collocation site at the specified Central Office at the time of the Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

2.14 CLEC's obligations:

2.14.1 Prior to submitting a Transfer of Responsibility request, vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges. The vacating CLEC's financial obligations will include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are

more than 30 days past due.

2.14.2 Prior to submitting a Transfer of Responsibility request, the assuming CLEC's financial obligations to Qwest must be in good standing.

2.14.3 Prior to submitting a Transfer of Responsibility (without working circuits) request, vacating CLEC must ensure that no live circuits exist at the Collocation site to be transferred.

2.14.4 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current end-users and service customers that utilize its Transfer of Responsibility Collocation site equipment or facilities of the transfer of service to the assuming CLEC, unless vacating CLEC has a waiver from the FCC.

2.14.5 Vacating and/or assuming CLEC will be responsible for submitting Local Service Request (LSR) orders for Unbundled Loops, Enhanced Extended Loops (EELs), Line Sharing, and Line Splitting. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, Operator Services) with no translation activity, as well as Dark Fiber, Private Line, and Access circuits, will be processed based on the information provided in the Transfer of Responsibility Spreadsheet found in the Product Prerequisite section of the Collocation General PCAT.

2.14.6 Assuming CLEC is responsible for Directory Assistance (DA), Operator Services (OS), Directory Listings (DL), Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any additional SS7 changes will need to be made after the transfer is complete.

## 2.15 Required documentation:

2.15.1 Transfer of Responsibility Application Form.

2.15.2 Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits), along with the Transfer of Responsibility Application, representing to Qwest that all of its end-users and service customers have been properly notified (refer to section 2.14.4). An exception is if the CLEC has a waiver from the FCC, which would then need to be included with the Transfer of Responsibility request.

2.15.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (as provided by Qwest) for the transfer of the Collocation site.

2.15.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet and submit it along with the Transfer of Responsibility Application.

2.15.5 If Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility must submit a Letter of Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that

is the subject matter of the Transfer of Responsibility Application.

2.15.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

### **3.0 Rate Elements**

3.1 Vacating CLEC will not incur charges for the transfer of the Collocation site.

3.2 Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted, and Network Systems Administrative Fee.

3.3 Nonrecurring charge for processing Interconnection circuits.

### **4.0 Ordering**

4.1 The Transfer of Responsibility process requires submission of the Transfer of Responsibility Application Form containing information for both the vacating and the assuming CLEC.

4.2 The Transfer of Responsibility Application Form can be found on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

4.3 The Transfer of Responsibility request should be submitted to [colo@qwest.com](mailto:colo@qwest.com) and [rfsmet@qwest.com](mailto:rfsmet@qwest.com) simultaneously.

### **5.0 Billing**

5.1 Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Transfer of Responsibility request. When the RFS date is met, Qwest will begin to bill the assuming CLEC for all recurring billing, charges based on the CLEC's Interconnection Agreement, and cease the recurring billing for the vacating CLEC.

5.2 Assuming CLEC will be responsible for the monthly charges for the working circuits and charges for the transfer of the working circuits (if applicable).

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**ATTACHMENT 1**

**EXHIBIT A**

| <b>Washington</b>                              |   | <b>Recurring</b> | <b>Nonrecurring</b> | <b>Notes</b> |
|--|---|------------------|---------------------|--------------|
| <b>Interconnection Facility Options</b>        |   |                  |                     |              |
|  | Collocation Transfer of Responsibility of Local Interconnection Service               |                  | Under Development   |              |
| <b>Collocation</b>                             |   |                  |                     |              |
| <b>All Collocation</b>                         |   |                  |                     |              |
|  | Transfer of Responsibility  |                  |                     |              |
|  | Assessment Fee  |                  | \$1,058.00          | *            |
|  | Network Systems Administration Fee  |                  | \$1,663.00          | *            |
| <b>Unbundled Network Elements</b>              |   |                  |                     |              |
|  | Collocation Transfer of Responsibility of Unbundled Loop                              |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Sub Loop                                    |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Line Sharing                                |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Unbundled Dedicated Interoffice Transport   |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Unbundled Dark Fiber                        |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Enhanced Extended Loop/Loop MUX Conversions |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Unbundled Switch                            |                  | Under Development   |              |
|  | Collocation Transfer of Responsibility of Loop Splitting                              |                  | Under Development   |              |
| * These rates are loaded for the Qwest region. |   |                  |                     |              |

## ATTACHMENT 2

### DC POWER REDUCTION PROCEDURE

#### 1.0 Description

1.1 Qwest's Power Reduction Procedure offers CLEC the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. CLEC's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for the CLEC's future power augment requests as described in section 2.7 below.

#### 2.0 Terms and Conditions

2.1 If a CLEC wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, CLEC's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at [www.qwest.co/wholesale/pcat/collocation.html.apform](http://www.qwest.co/wholesale/pcat/collocation.html.apform). The CPMC will notify the CLEC of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount defined in Exhibit A of this amendment must be submitted with the payment of the quoted nonrecurring charges.

2.5 A walk through will be performed prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating a secondary feed, CLEC may purchase the option to have the power cable and fuse position held for its future use. CLEC will be required to pay a monthly Power Maintenance Charge until such time as CLEC notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify CLEC of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, CLEC will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 CLEC assumes all responsibility for outages and/or impacts to CLEC-provided service and equipment due to the reduction in DC Power.



2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

### **3.0 Rate Structure**

3.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to CLEC via a quote:

3.1.2 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, CLEC will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in CLEC's Interconnection Agreement.

3.1.3 Qwest will provide CLEC a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. 100% of the quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

3.1.4 Billing to CLEC for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.5 Recurring billing for the Power Maintenance Charge will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

### **3.2 Nonrecurring Charges**

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of CLEC's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to CLEC on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of CLEC's Interconnection Agreement.

### **3.3 Recurring Charge**

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential CLEC requests.

### **4.0 Ordering**

4.1 CLEC should submit the “Collocation Application for New, Augment or Change” and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the “type of request” category CLEC should indicate that this is an Augment.

**ATTACHMENT 2  
EXHIBIT A**

| <b>Power Feed Type</b>                 | <b>Initial Voltage Value</b>   | <b>Work Performed</b>  | <b>Applicable Charges</b>  |
|--|--|--|--|
| Reduce Primary or secondary feed value | Initial amount less than 60 amps<br>Note: Must maintain 20 amp minimum primary feed. | Changing fuse value at BDFB-<br>No cabling work required.                                | QPF-\$441.00 (approximate)<br>Power reduction charge \$346.00 (in Interconnection Agreement)<br>Total Charge: \$787.00   |
|  | Initial feed at power board and with reduction cable stays at power board.           | Changing breaker at Power plant  | QPF-\$441.00 (approximate)<br>Power reduction charge \$587.00 (in Interconnection Agreement)<br>Total Charge: \$1028.00  |
|  | Reduction of power requires a change in location from power board to BDFB.           | Requires power cabling changes and detailed engineering work performed.                  | Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in CLEC's Interconnection Agreement. |
| Secondary Feed                         | May be reduced to zero and held in place for future augment requests.                | Power restored to Qwest inventory.<br><br>Fuse position and cabling held for future use. | \$68.92 is added to above non-recurring power reduction based on initial value of secondary feed.<br>QPF-\$441.00<br>Monthly recurring charges of \$37.00 to hold fuse position.   |

| <b>Category</b>   | <b>Description</b>  | <b>Rates/Charges</b>   |
|-------------------|---|--|
| Power Restoration | Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available. | ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of CLEC's Interconnection Agreement. |