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Lisa D. Daugherty
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July 9, 1999

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Via Airborne Express

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: Negotiated First Amendment to the Interconnection
Agreement between MCI WorldCom Communications, Inc.
f/k/a MFS Intelenet, Inc. and U S WEST Communications,
Inc.

Dear Ms. Washburn:

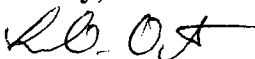
In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the First Amendment to the Interconnection Agreement between MCI WorldCom Communications, Inc. f/k/a MFS Intelenet, Inc. and U S WEST Communications, Inc. U S WEST and MCI WorldCom Communications, Inc. f/k/a MFS Intelenet, Inc. negotiated this amendment for interconnection under the terms of the Telecommunications Act of 1996. Also enclosed is the Request for Approval of First Amendment to Interconnection Agreement.

The parties respectfully request that this matter be placed on the next Consent Agenda for expedited approval.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. U S WEST 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.

Please contact me at (303) 793-6602 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,



Lisa D. Daugherty

USA
Enclosures

 Michael A. Beach (with enclosures)

Proud Sponsor Lynn Carson (with enclosures)

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

ORIGINAL

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of First Amendment to Interconnection Agreement Between MCI WorldCom Communications, Inc. f/k/a MFS Intelenet, Inc. and U S WEST Communications, Inc.))))))))))	Docket No. REQUEST FOR APPROVAL OF FIRST AMENDMENT TO INTERCONNECTION AGREEMENT
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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, U S WEST Communications, Inc. ("U S WEST ") and MCI WorldCom Communications, Inc. f/k/a MFS Intelenet, Inc. ("MFS") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to Interconnection Agreement dated July 6, 1999 (the "Amendment"). This amendment supplements the original interconnection agreement between MFS and U S WEST which was

1 approved by the Commission on January 8, 1997 in Docket No. UT-960323. This amendment
2 modifies sections of the original agreement regarding cageless physical collocation.

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

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

15 II. REASONS FOR APPROVAL

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

- 18 1) The Agreement (or portions thereof) discriminates against a
19 telecommunications carrier not a party to the Agreement; or
- 20 2) The implementation of such Agreement or portion is not consistent with the
21 public interest, convenience and necessity.

22 U S WEST and MFS respectfully submit that the Amendment provides no basis for either
23 of these findings and thus request that the Commission approve the Agreement expeditiously.

24 REQUEST FOR APPROVAL
OF FIRST AMENDMENT

1 First, the Amendment does not discriminate against any other telecommunications carrier. There
2 is no finding that the terms of this Amendment are more favorable than terms provided to other
3 carriers.

4 Second, the Amendment is consistent with the public interest as identified in the pro-
5 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
6 Communications Commission. In addition, because this Agreement does not discriminate
7 against any other telecommunications carrier, state law policies prohibiting unreasonable
8 discrimination are preserved by approval of this Amendment.

9 For the foregoing reasons, U S WEST and MFS submit that approval of this Amendment
10 is warranted because it satisfies the state and federal criteria for approval.

11 III. UNDERSTANDING AND AGREEMENT OF PARTIES

12 With respect to the Amendment, the Parties understand and agree that this amendment
13 modifies sections of the original agreement regarding cageless physical collocation.

14 IV. CONCLUSION

15 For the foregoing reasons, U S WEST and MFS respectfully request expeditious approval
16 of the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
17 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
18 additional local exchange competition between U S WEST and MFS.

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Respectfully submitted this 8th day of July, 1999.

U S WEST Communications, Inc,



Lisa A. Anderl, WSBA No. 13236
1600 - 7th Avenue, Room 3206
Seattle, WA 98191
(206) 345-1574

99 JUL 12 AM 10:34

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

**AMENDMENT NO. ONE
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
MCI WORLDCOM COMMUNICATIONS, INC. F/K/A MFS INTELENET, INC.
AND
U S WEST COMMUNICATIONS, INC.
FOR THE STATE OF WASHINGTON**

This is Amendment No. One ("Amendment") to the Interconnection Agreement ("Agreement") between MCI WorldCom Communications, Inc. f/k/a MFS Intelenet, Inc. ("MFS") and U S WEST Communications, Inc. ("USWC") is entered into this 23rd day of June, 1999. This Amendment becomes effective upon execution by both Parties, except any provision requiring approval by the Washington Utilities and Transportation Commission ("Commission") shall become effective upon approval by the Commission. MFS and USWC are referred to in this Amendment individually as a "Party" and jointly as the "Parties".

WHEREAS, the Parties entered into the Agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated January 8, 1997, which was approved by the Commission; and

WHEREAS, on March 31, 1999, the Federal Communications Commission ("FCC") issued an order, In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, *First Report and Order and Further Notice of Proposed Rulemaking*, CC Dkt. No 98-147, FCC 99-48 (rel. Mar. 31, 1999) (the "First Report and Order"), which established federal rules governing, *inter alia*, the provision of collocation space; and

WHEREAS, MFS and USWC agree to amend the Agreement to enable MFS to obtain Cageless Physical Collocation from USWC and to incorporate certain provisions contained in the First Report and Order applicable to Cageless Physical Collocation;

WHEREAS, the Parties hereby amend the Agreement in the manner described below.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

The Agreement is amended by adding the following as a new Section VII.F entitled "Cageless Physical Collocation":

1. Description and General Terms
 - 1.1 Cageless Physical Collocation (hereafter "Collocation" for purposes of Section VII.F) is a non-caged area within a USWC Central Office. Subject to technical feasibility, and consistent with the First Report and Order and the associated rules, USWC will allow MFS to collocate in any unused equipment space in a USWC Central Office, without requiring the construction of a room, cage or similar structure, and without requiring a separate entrance (e.g. door) to the space. Any restrictions on Collocation contained in this Agreement will be read in

a manner consistent with, and not more burdensome than, the First Report and Order and other applicable laws.

- 1.2 USWC may require MFS to use a central entrance (e.g., door) to a USWC Central Office, but may not require construction of a separate entrance (e.g., door) for MFS's use, and once inside the Central Office, USWC must permit MFS to have access to its equipment 24 hours a day, seven days a week. MFS's access will be restricted to corridors, stairways, and elevators that provide direct access to MFS's space, or to the nearest restroom facility from MFS's designated space. Direct access will be outlined during MFS's orientation meeting. Access will not be permitted to any other portion of the building, unless access is necessary in emergency situations (e.g., fire exits, tornado shelters).
- 1.3 USWC must give MFS the option of collocating equipment in any unused equipment space within a USWC Central Office, and may not require MFS to collocate in a room or isolated space separate from USWC's own equipment. USWC will not require MFS to use segregated rooms or floors in a USWC Central Office.
- 1.4 USWC will make Collocation space available in single-bay increments, permitting MFS to purchase space in increments small enough to collocate a single rack or bay of equipment
- 1.5 If space is exhausted in a USWC Central Office, USWC will permit MFS to collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. USWC will permit MFS to construct or procure that adjacent structure, subject to reasonable safety and maintenance requirements. USWC will provide power and Collocation services and facilities to MFS on a nondiscriminatory basis, where technically feasible and consistent with required codes (including the NEC) and required zoning laws in effect to which both Parties are held.
- 1.6 USWC may impose security arrangements that are as stringent but not more stringent as the security arrangements that USWC maintains at its Central Office either for its own employees or for authorized contractors. USWC also may establish reasonable security measures that will assist in protecting its networks and equipment, but will not unreasonably restrict MFS's access to its equipment. Any information that USWC collects to implement these security arrangements may not be used for marketing or other purposes that aid USWC in competing with MFS or other carriers. USWC may require MFS employees to undergo the same level of security training as its own employees or third party contractors that provide similar functions. USWC will not require MFS employees to receive that training from USWC, but will provide information to MFS on the specific type of training required so that MFS can train its own employees. USWC may recover its costs of implementing such security measures, as allowed by the Commission.

2. Availability and Implementation

- 2.1 With respect to any technical requirements or performance standards specified in this Agreement, USWC will provide Collocation in a nondiscriminatory manner, that is just, reasonable and nondiscriminatory.
- 2.2 MFS may collocate any type of equipment used or useful for interconnection or access to unbundled network elements. MFS must identify what equipment will be installed and the vendor technical specifications of such equipment so that USWC may engineer the power, floor loading, heat release, environmental particulate level, and HVAC.
- 2.3 MFS may purchase USWC's Private Line or Switched Access services via the applicable tariffs. These services will be terminated at MFS's collocated equipment.
- 2.4 Except as provided in Section 1.5 above, Collocation requests require that space be provided for the placement of MFS's equipment within a USWC Central Office. USWC also will provide the structure necessary to support this equipment including but not limited to physical space, required cabling between equipment and other associated hardware.
- 2.5 USWC will offer Collocation on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a USWC Central Office for placement of MFS's equipment. In the event that USWC requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well. Before denying Collocation space to MFS, USWC will comply with the following procedures:
 - 2.5.1 USWC will submit to the Commission, subject to any protective order as the Commission deems necessary, detailed floor plans or diagrams of any Central Office where USWC claims that Collocation is not practical because of space limitations.
 - 2.5.2 If USWC contends space for Collocation is not available in a USWC Central Office, USWC will allow MFS to tour the entire premises in question, not just the area in which space was denied, without charge, within ten (10) days of receipt of USWC's denial of space.
 - 2.5.3 Within ten (10) days of a request by MFS, USWC will submit to MFS a report indicating USWC's available Collocation space in a particular USWC Central Office. This report must specify the amount of Collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. This report must also include measures that USWC is taking to make additional space available for Collocation. USWC may recover the cost of providing these reports, as permitted by the Commission.

- 2.5.4 USWC will maintain a publicly available document, posted for viewing on USWC's publicly-available Internet site, indicating all premises that are full, and must update that document within ten (10) days of the date a Central Office runs out of Collocation space.
- 2.5.5 USWC will, at MFS's request, remove obsolete unused equipment from a Central Office to increase the amount of space available for Collocation.
- 2.6 If a request for Collocation is denied due to a lack of space in a USWC Central Office, MFS may request USWC to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required to satisfy the Collocation request. MFS has thirty (30) business days to accept the quote. If MFS accepts the quote, work will begin on receipt of 50% of the quoted charges, with the balance due on completion.
- Reclamation may include the following:
- Grooming – The moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection.
- Space Reclamation – Administrative space that can be reconditioned for the placement of transmission equipment.
- 2.7 USWC will designate the point of interconnection (the "POI") for network Interconnection for Collocation arrangements. MFS will be allowed access to the POI on non-discriminatory terms.
- 2.8 MFS will provide its own fiber facilities to the POI outside a USWC Central Office. USWC will extend the fiber facility from the POI on a shared USWC fiber cable from the POI to a Fiber Distribution Panel (FDP). From the FDP additional fiber, conduit and associated riser structure will then be provided by USWC, at a charge, to continue the run to MFS's transmission equipment or Collocation area. The express fiber option is available, consistent with the USWC standard product offering.
- 2.9 The Collocation entrance facility must be fiber optic cable and meet industry standards (GR. 20 Core). Metallic sheath cable is not permitted for use as a Collocation entrance facility for the purpose of Interconnection. USWC reserves the right to refuse cable that does not meet requirements for Collocation entrance facilities.
- 2.10 Dual entry into a USWC Central Office will be provided only when two entry points pre-exist and duct space is available. USWC will not initiate construction of a Collocation entrance facility solely for Collocation. If USWC requires a Collocation entrance facility for its own use, then the needs of MFS will also be taken into consideration.
- 2.11 Where Collocation entrance facilities are not available, USWC will offer MFS USWC DS3 or DS1 Private Line Transport Services in lieu of entrance facilities to be terminated at MFS's collocated equipment.

- 2.12 Consistent with Section 1.6 of this Section VII.F and the First Report and Order, USWC will review the security requirements and hours of access with MFS. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all MFS approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- 2.13 USWC will provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MFS personnel and its designated agents.
- 2.14 Nothing in this Agreement will be construed to limit MFS's ability to obtain Virtual, Physical and Collocation in a single location, provided space is available.
- 2.15 Conversions of Virtual or Physical to Collocation are available upon request and submission of a Quote Preparation Fee ("QPF") by MFS. MFS must pay all associated conversion charges. Conversions will be in accordance with USWC's standard Collocation provisioning processes. MFS will submit separate service orders for rolling over MFS's existing end user circuits to the new Collocation. Conversions will not be allowed where the virtually collocated equipment is commingled within a bay with USWC or another Co-Provider's equipment.
- 2.16 MFS owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC. MFS may only access its own Collocated equipment.
- 2.17 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Provider bays. MFS may request through the USWC Space Reclamation Policy, a price quote to rearrange USWC equipment to provide MFS with adjacent space.
- 2.18 All equipment placed will meet minimum NEBs standards and will be engineered and installed in accordance with USWC Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. USWC will provide standard central office alarming pursuant to Technical Publication 77390. Technical Publications 77350 and 77367 must be in the possession of MFS and its agents at the site during all work activities.
- 2.19 Upon completion of the Collocation space, MFS has sixty (60) days to begin its equipment installation. MFS must utilize fifty percent (50%) of the space within a year to provide telecommunication services or USWC may take action to reclaim unused equipment space and allocate the space to another Co-Provider, upon ten (10) business days notice to MFS. If USWC reclaims space, MFS is responsible for all cost associated with the reconfiguration.
- 2.20 All equipment placed will be subject to random audits conducted by USWC. These audits will determine whether the equipment meets the standards required by this Agreement. MFS will be notified of the results of this audit and shall rectify all non-conformities within 30 calendar days of notification. All non-

conforming items remaining after this 30 day period may be rectified by USWC and the cost assessed to MFS.

3. Charges and Rate Elements

- 3.1 Rates for Collocation are listed in Section 3.4 of this Section 3.
- 3.2 USWC will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by MFS on the Collocation Order Form. A quote is then developed by USWC for the work to be performed.
- 3.3 The following elements are used to develop a price quotation in support of Collocation.
 - 3.3.1 Quote Preparation Fee ("QPF"). QPF covers all of the cost associated with space verification and developing a quote for MFS.
 - 3.3.2 Collocation Entrance Facility Charge. Provides for fiber optic cable on a per cable basis from the POI to the leased space. The Collocation entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.
 - 3.3.3 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to MFS provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
 - 3.3.4 -48 Volt DC Power Charge. Provides -48 volt DC power to MFS collocated equipment. Charged on a per ampere basis.
 - 3.3.5 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased space. Charged per foot per A and B feeder.
 - 3.3.6 Expanded Interconnection Channel Termination ("EICT"). Telecommunications interconnection between MFS's collocated equipment and USWC's network is accomplished via an EICT. This element can be at the DS0, DS1, DS3 or other level depending on the USWC service to which it is connecting. Connection to any other network or telecommunications source within the wire center is allowed only through USWC services.
 - 3.3.7 Security Charge. The keys/card readers and cameras required for MFS access to a USWC Central Office for the purpose of Collocation. Charges are assessed per MFS employee, per each USWC Central Office to which access is required.

3.3.8 Floor Space Lease. Provides the monthly lease for the leased space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USWC Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable. The minimum square footage is 9 square feet per bay.

3.4 Rates for Collocation

	Arbitrated Price	
	Recurring	Nonrecurring
Quote Preparation Fee	None	\$2,437.30
Entrance Facility - Per cable (Note 1)	\$2.07	\$1,307.45
2-wire DS0 EICT	\$1.41	\$339.61
4-wire DS0 EICT	\$1.79	\$339.61
DS1 EICT	\$9.12	\$405.02
DS3 EICT	\$31.93	\$433.23
DS1 EICT - regeneration (Note 2)	\$14.38	
DS3 EICT - regeneration (Note 2)	\$94.24	

	Agreed Price	
	Recurring	Nonrecurring
Cable Splicing		
Per setup	None	\$103.59
Per Fiber Spliced	None	\$12.95
48 Volt Power, per ampere, per month	\$13.45	None
48 Volt Power Cable, per foot, per A and B feeder		
20 Ampere Feed	\$0.15	\$68.37
40 Ampere Feed	\$0.20	\$92.71
60 Ampere Feed	\$0.22	\$104.42
100 Ampere Feed	\$0.35	\$152.97
200 Ampere Feed	\$0.54	\$239.62
300 Ampere Feed	\$0.75	\$330.93
400 Ampere Feed	\$0.97	\$427.98

Backup AC Power, Per Foot		
20 Amp, Single Phase	\$.03	\$11.23
20 Amp, Three Phase	\$.03	\$12.72
30 Amp, Single Phase	\$.03	\$11.72
30 Amp, Three Phase	\$.03	\$14.21
40 Amp, Single Phase	\$.03	\$12.89
40 Amp, Three Phase	\$.04	\$15.86
50 Amp, Single Phase	\$.03	\$14.37
50 Amp, Three Phase	\$.04	\$18.06
60 Amp, Single Phase	\$.04	\$15.58
60 Amp, Three Phase	\$.05	\$20.04
100 Amp, Single Phase	\$.04	\$18.11
100 Amp, Three Phase	\$.06	\$25.46

Agreed Price	
Recurring	Nonrecurring

9 square foot Collocation, including site preparation, space construction, and basic HVAC		\$4,656.22
Rent (w/ Maintenance) - per square foot - Zone 1 (note 3)	\$2.75	None
Rent (w/ Maintenance) - per square foot - Zone 2	\$2.26	None
Rent (w/ Maintenance) - per square foot - Zone 3	\$2.06	None

Security

Security, Per Employee, Per C.O.	\$6.23	
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Heating and Air Conditioning

Heating and Air Conditioning, Additional beyond basic HVAC	ICB	ICB
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Note 1: Pricing is pursuant to Arbitrator's Decision in Docket UT-960323.

Note 2: If required. No NRC applies to regeneration ordered concurrently with an associated EICT element.

Note 3: Zones per NECA-4 Tariff

4. Ordering - Collocation

- 4.1 Any changes, modifications or additional engineering requested by MFS, subsequent to its initial order, as to the type and quantity of equipment or other

aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Order Form. Such requests will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; e.g., feasibility, quotation, or after down payment.

4.2 Upon receipt of a Collocation Order Form and QPF, USWC will perform a feasibility study to determine if adequate space can be found for the placement of MFS's equipment within a Central Office. The feasibility study will be provided within 15 business days from date of receipt of the Collocation Order Form and QPF. If Collocation entrance facilities and office space are found to be available, USWC will develop a quote for supporting structure within 25 business days of providing the feasibility study. Collocation price quotes will be honored for 30 calendar days from the date the quote is provided. If MFS agrees to terms as stated in the Collocation Price Quote, MFS must respond within 30 calendar days with a signed quote, a check for 50% of the quoted charges and proof of insurance. Upon receipt of the signed quote, 50% payment and proof of insurance, construction by USWC will begin. The Collocation space including equipment bays and associated apparatus provided by USWC, will be available to MFS for placement of its equipment within 90 calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work.

4.3 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within 90 calendar days may include additional time for placement of a POI and DC power upgrades required to meet MFS's Collocation request.

5. Billing

5.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USWC will provide MFS a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by MFS and USWC, MFS may begin submitting service order requests for USWC transport services and/or UNEs.

5.2 If USWC has completed all associated construction activities and MFS has not completed its associated activities (e.g., delivering fiber to the POI, etc.), MFS will provide written confirmation of its anticipated completion dates. Upon receipt of this notification, USWC will double the implementation interval for MFS to complete its remaining activities. At the end of such extended interval, USWC will begin billing for all monthly Collocation charges. When MFS is ready to complete its activities, final test and turn-up will be performed under the Maintenance and Repair process contained in this Agreement.

5.3 Upon completion of the construction activities and payment of the remaining nonrecurring charge, USWC will turn over access to the space and provide security access to the Wire Center. MFS will sign off on the completion of the physical space via the Collocation completion package. This will activate the

monthly billing for leased space. MFS must proceed with the installation of its equipment in the Collocation space within sixty (60) days of completion. Once MFS's equipment has been installed, USWC will complete all remaining work activities. A second completion package will be provided for MFS's approval of the project. This completion package will initiate the recurring Collocation charges associated with the remaining monthly charges (e.g., Collocation Entrance Facility, DC Power, etc.)

6. Maintenance and Repair

MFS is responsible for the maintenance and repair of its equipment located within MFS's common space.

The Agreement remains in full force and effect. Any references to the "Agreement" in this Amendment or in subsequent documents refer to the Agreement as amended by this Amendment, unless specified otherwise.

The Parties disagree on the interpretation of the First Report and Order concerning, inter alia, whether USWC is permitted to require MFS to use certain intermediate interconnection arrangements rather than a direct connection to USWC's network. Neither Party to this Amendment waives its right to dispute any laws or regulations, including the First Report and Order, that govern the subject matter of this Amendment. Nothing in this Amendment constitutes an admission by either Party with respect to the subject matter of this Amendment. The Parties will amend the Agreement to reflect any changes in applicable law or regulation. In the event some or all of any law or regulation relevant to this Amendment is stayed, including the First Report and Order, the Parties will comply with the stay order pending its resolution.

MCI WORLDCOM COMMUNICATIONS, INC.


Signature

Michael A. Beach

Name Printed/Typed

Vice President

Title

June 23, 1999

Date

U S WEST COMMUNICATIONS, INC.


Signature

Kathy Fleming

Name Printed/Typed

V.P. - Interconnection

Title

7/6/99

Date