

**Poles, Ducts and Rights of Way (PDR) Microduct Amendment
to the Interconnection Agreement between
Qwest Corporation and
Verizon Northwest, Inc.
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Verizon Northwest, 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 by the Washington Utilities and Transportation Commission ("Commission") on January 8, 2003, as referenced in Docket No. UT-023066; 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 Poles, Ducts and Rights of Way (PDR) Microduct as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

Verizon Northwest, Inc.

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L.T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date

ATTACHMENT 1

Poles, Ducts, and Rights of Way (PDR) Microduct

1.0 Description

1.1 Poles, Ducts, and Rights of Way (PDR) microduct technology is an alternative solution to the current innerduct technology. Microduct is a smaller version of innerduct that must be placed inside an innerduct. Available duct capacity is increased since up to four (4) microducts can be placed within a 1¼-inch innerduct.

2.0 Terms and Conditions

2.1 The availability of microduct can be categorized into the following scenarios:

2.1.1 In cities where Qwest has deployed microduct technology, CLEC may lease available vacant microduct.

2.1.2 In cities where Qwest has deployed microduct technology but no microduct is available in the specific route, CLEC has the option to ask Qwest to place microduct along the desired route or CLEC can choose to place microduct that must meet Qwest specifications.

2.1.3 In cities where Qwest has deployed microduct technology and Qwest has not yet placed microduct, CLEC has the option to ask Qwest to place microduct along the desired route or CLEC can choose to place microduct that must meet Qwest specifications.

2.1.4 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

2.1.5 Qwest microduct specifications are defined in the Poles, Ducts, and Rights of Way Product Catalog.

2.1.6 If any facilities are found occupying microduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

2.1.6.1 In addition, the CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments.

2.1.6.2 Qwest shall waive half the unauthorized attachment fee if the following conditions are met:

2.1.6.2.1 CLEC cures such unauthorized attachment by removing it or submitting a valid Order for the attachment in the form of Attachment two (2) within thirty (30) days of written notification from Qwest of the unauthorized attachment,

2.1.6.2.2 The unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional microduct) prior to cure by CLEC.

2.1.6.2.3 CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct/microduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC

2.1.6.2.4 The duct/conduit/innerduct terms and conditions as described in Section 10.8 of the SGAT for the applicable state also apply to microduct.

3.0 Rate Elements

3.1 CLEC will be charged, if applicable, the non-recurring charges for Innerduct Inquiry, Field Verification, Planner Verification, Manhole Verification, Manhole Make-Ready, Make Ready and/or Poles/Ducts/ROW Transfer of Responsibility Fees as reflected in Exhibit A.

3.2 Microduct Occupancy Fee. This recurring charge is billed annually per microduct, per foot as defined in Exhibit A and the PDR Attachment 2 form.

4.0 Ordering

4.1 The PDR microduct process is the same as the existing duct/innerduct process. See the Preordering and Ordering sections in the General PDR PCAT for the process with the following exceptions:

4.2 The PDR Attachment 2 form will indicate the recurring charge for microduct if this technology was requested and available. The PDR Attachment 2 form is on the Qwest's web site at: <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

Exhibit A

WASHINGTON		RECURRING	NONRECURRING
10.7	Access to Poles, Ducts, Conduits and Rights of Way		
	10.7. x	Microduct Occupancy Fee, per microduct, per foot, per year	\$4310
		Innerduct Inquiry Fee, per mile	\$387.83
		Field Verification Fee, per manhole	\$143.33
		Planner Verification, per manhole	\$11.07
		Manhole Verification Inspector, per manhole	\$74.43
		Manhole Make-Ready Inspector, per manhole	\$198.48
		Make Ready	ICB