Amendment for
LIS Inter Local Calling Area (LCA) Facility
to the
Interconnection Agreement
between
Integra Telecom of Washington, Inc.
and
Qwest Corporation

This Amendment ("Amendment") is made and entered into by and between Integra Telecom of Washington, Inc. (f/k/a OGC Telecomm Limited dba Integra Telecom) ("CLEC") and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest").

# **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998, as referenced in Docket No. UT-980380 ("Agreement"); and

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

## <u>AGREEMENT</u>

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 and conditions for LIS Inter Local Calling Area (LCA) Facility, as set forth in Attachment 1, attached hereto and incorporated herein.

### 2. Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

### 3. Amendments; Waivers

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.

### 4. Entire Agreement

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

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.

Integra Telecom of Washington, Inc.	Qwest Corporation
Signature	Signature
Name Printed/Typed	L. T. Christensen  Name Printed/Typed
Title	<u>Director – Business Policy</u> Title
Date	Date

#### **ATTACHMENT 1**

- 1. LIS Inter Local Calling Area (LCA) Facility
- 1.1 CLEC may request Qwest-provided facilities to transport local exchange traffic from a virtual local POI ("local POI") in a Qwest local calling area to a POI located in an EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities.
- 1.2 The actual origination of the LIS Inter LCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI.
- 1.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with the Interconnection Agreement currently in effect between CLEC and Qwest.
- 1.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with the Interconnection Agreement currently in effect between CLEC and Qwest, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 1.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length.
- 1.6 In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.
- 1.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.
- 1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 1.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.