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USWEST

May 20, 1999

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 ACI Corp. and U S WEST Communications, Inc.**

Dear Ms. Washburn:

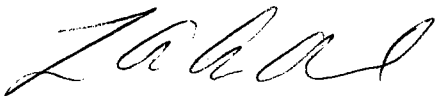
In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the Interconnection Agreement between ACI Corp. and U S WEST Communications, Inc. U S WEST and ACI Corp. negotiated this amendment for interconnection under the terms of the Telecommunications Act of 1996. Also enclosed is a 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 (206) 345-1574 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,



Lisa Anderl

Enclosures

cc: Eric Geis (with enclosures)

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of First)	
Amendment to Interconnection Agreement)	Docket No.
Between ACI Corp. and U S WEST)	
Communications, Inc.)	REQUEST FOR APPROVAL OF FIRST
)	AMENDMENT TO
)	INTERCONNECTION AGREEMENT
)	

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 ACI Corp. hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to Interconnection Agreement dated May 3, 1999 (the "Amendment"). This amendment supplements the original interconnection agreement between ACI Corp. and U S WEST which was approved by the Commission on August 26, 1998 in Docket No. UT-980333. This amendment makes miscellaneous administrative corrections, adds Unbundled

REQUEST FOR APPROVAL
OF FIRST AMENDMENT

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1 Dedicated Interoffice Transport (UDIT) to the agreement and replaces in its entirety Appendix A,
2 Washington rates.

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 ACI Corp.
6 operate within the state of Washington. The Agreement also had terms, conditions and prices
7 under 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
telecommunications carrier not a party to the Agreement; or
- 19 2) The implementation of such Agreement or portion is not consistent with the
20 public interest, convenience and necessity.

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

1 expeditiously. First, the Amendment does not discriminate against any other
2 telecommunications carrier. There is no finding that the terms of this Amendment are more
3 favorable than terms provided to other 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 Amendment 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 ACI Corp. submit that approval of this
10 Amendment is warranted because it satisfies the state and federal criteria for approval.

11 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

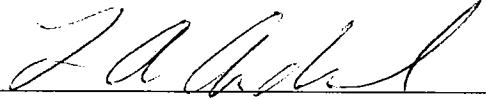
12 With respect to the Amendment, the Parties understand and agree that this amendment
13 modifies sections of the original agreement.

14 **IV. CONCLUSION**

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

1 DATED this 20th day of May, 1999.

2 U S WEST Communications, Inc,

3 

4 Lisa A. Anderl, WSBA No. 13236
5 1600 - 7th Avenue, Room 3206
6 Seattle, WA 98191
7 (206) 345-1574

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23 REQUEST FOR APPROVAL
24 OF FIRST AMENDMENT

**First Amendment to Interconnection Agreement
Between
ACI Corp.
and
U S WEST Communications, Inc.**

This First Amendment ("First Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and ACI Corp. ("ACI").

RECITALS

USWC and ACI entered into that certain Interconnection Agreement for service in the state of Washington and executed by the ACI on June 9, 1998 and by USWC on June 29, 1998, Agreement Number CDS-980825-0075, and approved before the Washington Utilities and Transportation Commission (the "Agreement"); and

USWC and ACI wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Add, replace, or modify the following:

A. Add Section 1.2:

1.2 The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), conditions(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

B. Add definition as Section 3.39.a:

3.39.a Single Point of Termination frame ("SPOT frame") - Is an intermediate distribution frame or appropriate cross connect device which is the standard demarcation point between ACI and USWC owned network facilities and equipment, as well as, the demarcation point between USWC's unbundled network elements and ACI's collocated equipment.

C. Correct the word within to with in Section 6.9.3:

6.9.3 If, either Party discovers an impairment or interference that threatens to cause, is causing, or has caused service-affecting harm to the physical integrity of the network, physical harm to either Parties' employees or third parties or interference which prevents either Party, or third parties, from offering service to their end-users, such impairment or interference may be considered an emergency situation and that Party shall, where practical, promptly notify the other Party of the nature and location of the impairment or interference. The Parties agree to work together to attempt to promptly resolve the emergency situation and if Parties are unable to resolve it, or if exigent circumstances exist, either Party may take any action permitted by applicable law, including the temporary disconnection of the affected circuit, facility or equipment. The Parties contemplate that the provision of services with industry standards, norms, or generally accepted practices will not constitute an emergency situation.

D. Correct the word [Co-Provider's] to ACI in Section 7.2.1.3:

7.2.1.3 Collocation requests require that space be provided for the placement of ACI's transmission equipment within USWC's Central Office. USWC must also provide the structure that is necessary in support of this equipment including physical space, a cage (for Physical Collocation), required cabling between equipment and other associated hardware.

E. Add "the cost of" to Section 7.2.1.8:

7.2.1.8 Reclamation may include the following:

USWC is responsible for Equipment Reclamation - Space that contains non-working equipment that can be removed.

ACI is responsible for the cost of Grooming - The moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection.

ACI is responsible for Space Reclamation - Administrative space that can be re-conditioned for the placement of transmission equipment.

If ACI's request for reclamation produces additional capacity in excess of ACI's requested amount of collocation space, ACI will be responsible, on a pro-rated basis, pursuant to Section 7.2.1.8. only for that portion of the reclamation necessary to satisfy its collocation request.

F. Correct the word Co-Provider to ACI in Section 7.2.2.9:

7.2.2.9 ACI will be responsible for payment of charges incurred in the maintenance and/or repair of ACI's virtually collocated equipment.

G. Add "or other co-provider" to Section 7.2.4.2:

7.2.4.2 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be co-mingled with other USWC or other co-provider equipment bays. ACI may request through the USWC Space Reclamation Policy, a price quote to rearrange USWC equipment to provide ACI with adjacent space.

H. Change Part H to Appendix A in Section 7.3.1.2:

7.3.1.2 The following elements as specified in Appendix A of this Agreement, are used to develop a price quotation in support of Collocation.

I. Change Part H to Appendix A in Section 7.3.2:

7.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Appendix A , apply uniquely to Virtual Collocation.

J. Add "the minimum square footage is 7 square feet per bay" to Section 7.3.4:

7.3.4 Rate Elements - Common Collocation

The supporting structure and rate elements for Common Collocation are the same as Physical Collocation, excluding the caged enclosure. The minimum square footage is 7 square feet per bay.

K. Change [Co- Provider]'s to ACI's in Section 7.4.2.1:

7.4.2.1 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 ACI's equipment within the Central Office. The feasibility study will be completed within five (5) business days of receipt of the QPF. If space is available, USWC will develop a price quotation within 25 business days of completion of the feasibility study.

L. Add language to the end of 7.4.4.1 as follows:

.....upon completion of work. Either USWC or ACI, at ACI's option, may purchase and provide the equipment bay(s) pursuant to USWC standard equipment bay configurations. The collocation application will need to specify that ACI elects to have USWC provide the equipment bay(s). USWC provided equipment bay(s) will be billed on an ICB basis

M. Add the following language to 8.2.4.1.2.1 as 8.2.4.1.2.1.a:

8.2.4.1.2.1a When ACI requests a Basic Rate ISDN capable Loop, USWC will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). ACI will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Appendix A.

When ACI requests a DS1 Capable Loop, USWC will install the electronics at both ends including any intermediate repeaters. The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, ACI will be charged a conditioning charge in addition to the Unbundled Loop recurring charge.

USWC reserves the right to limit the provisioning of BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USWC reserves the right to make some cables unavailable to ACI based on spectrum management considerations.

N. Add the following language to 8.2.4.1.2.1 as 8.2.4.1.2.1.b:

8.2.4.1.2.1.b Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. These Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of ACI's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USWC CO-NI. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USWC will determine the specific transmission technology by which the Loop will be provided. Such technologies

are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by ACI, if necessary, as determined by USWC.

O. Change 8.2.4.1.2.3 to the following:

8.2.4.1.2.3 The actual Loop facilities may utilize various technologies or combinations of technologies. USWC will provide Unbundled Loops as required in this section regardless of the actual technology deployed for the requested loops.

P. Add the following language to the end of 8.2.4.4:

... EICT may be required. Regeneration charge(s) may be found in Appendix A.

Q. Change [Co-Provider's] to "ACI's" in Section 8.2.4.5.5:

8.2.4.5.5 USWC will employ the following ordering interval process when receiving ACI's request for Unbundled Loops:

R. Add the following as 8.2.4.5.6a:

8.2.4.5.6a USWC will provide Design Layout Records (DLR) when requested on terms and conditions consistent with USWC end users.

S. Add the following as 8.2.4.5.6b:

8.2.4.5.6b. Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

T. Add the following Section as 8.2.6.a - Unbundled Dedicated Interoffice Transport:

8.2.6.a. Unbundled Dedicated Interoffice Transport

8.2.6.a.1 Description

a) Unbundled Dedicated Interoffice Transport (UDIT) provides ACI with a network element of a single transmission path between USWC Wire Centers in the same LATA and state. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each USWC Wire Center. The ACI must have a presence in the USWC serving wire center and have requested termination capacity through the

collocation process. UDIT is available in DS0, DS1, DS3, OC-3, OC-12 where facilities are available. UDIT is distance sensitive and is for the sole use of ACI. ACI can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).

- b) Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides ACI with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF Frame and 28 DS1s terminated at the DS1 ICDF Frame. A 1/0 Multiplexer provides ACI with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF Frame and 24 DS0s terminated at the intermediate distribution frame.
- c) Extended UDIT (E-UDIT) provides ACI with an Unbundled Network Element that is a band-width specific transmission path between a USWC wire center and the wire center of ACI or an Interexchange Carrier IXC POP within the same USWC Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where USWC facilities exist sufficient to carry the desired bandwidth and must be joint-engineered with USWC. E-UDIT is a dedicated service for the sole use of the ACI. The E-UDIT may be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local USWC serving wire center. This termination will be at the appropriate cross-connect frame. The ACI must have a presence in the USWC serving wire center and have requested termination capacity through the collocation process. E-UDIT is a point-to-point service and not a self healing product. It's rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.
- d) Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides ACI with a network element of a single transmission path between a USWC wire center and a mutually agreed meet point with another ILEC not in USWC territory. ACI must have a presence in the USWC office and have requested termination capacity through the collocation process. ACI orders the UDIT from a local USWC wire center to another ILEC office not in USWC territory. USWC provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the USWC wire center. It is ACI's responsibility to design from the DSX to the ICDF (and on to whatever connection is planned in the wire center). ACI can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.

8.2.6.a.2 Terms and Conditions

- a) ACI is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.
- b) For the 3/1 Multiplexer, ACI must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by ACI, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.
- c) For DS-1 E-UDIT, USWC may provide facilities to the other carrier's wire center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by ACI. For E-UDIT above DS-1, USWC provides an Optical Interface at the location requested by ACI. This Interface will be on a FDP provided by USWC and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.
- d) Another E-UDIT option is that USWC meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. USWC and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g.DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to ACI by USWC and/or the other carrier will be that ordered by ACI. USWC will designate which channel on the facility will carry the E-UDIT.
- e) E-UDIT is intended to be transport between the appropriate USWC Serving Wire Center and another carrier's wire center, distinct from an End User and within USWC territory. E-UDIT cannot traverse a USWC wire center. The location of the other carrier will be considered a carrier wire center only if it meets certain criteria: 1) Its location has V&H coordinates, 2) The wire center contains a device that switches traffic, or a node leading to such a switch, 3) The switch is registered with a CLLI code listed in the LERG.
- f) ACI is responsible for design between any DSX and the ICDF (and on to whatever connection is planned) at the USWC wire center and for design beyond the DSX or equivalent at ACI or IXC wire center. USWC will cooperate with the other carrier to test the E-UDIT circuit, but USWC is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.
- g) ACI places its own equipment and joint engineering applies to all E-UDIT.

- h) If facilities do not exist at the time of order, the ACI may request an inquiry through an AQCB (Special Assembly) process by the Account Team. AQCB is required for a meet point. The request for construction will be reviewed by the USWC funding committee to determine the assignment of costs. ACI shall pay USWC for all non-reusable construction costs.
- i) Meet Point billing is implemented when the UDIT goes from a USWC wire center to another ILEC not in USWC territory. The arrangement may require new contract negotiations with the ILECs involved. A billing percentage will be applied according to mileage.
- j) USWC and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for USWC to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

8.2.6.a.3 Rate Elements

a) DS1 UDIT

DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the Interoffice Transport facility and other network elements. It must be ordered with a DS1 Transport.

DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between USWC Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

b) DS3 UDIT

DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the Interoffice Transport facility and other network elements. It must be ordered with a DS3 Transport.

DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between USWC Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

c) DS0 UDIT

DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an intermediate distribution frame and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 transport.

DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between USWC Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

d) OC-3 UDIT

OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection between the Interoffice Transport facility and other network elements. It must be ordered with an OC-3 Transport.

OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between USWC Central Offices. This is a mileage

sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

e) OC-12 UDIT

OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the Interoffice Transport facility and other network elements. It must be ordered with a OC-12 Transport.

OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between USWC Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

f) 3/1 Multiplexing

Recurring Multiplexing

The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

1/0 Multiplexing

Recurring Multiplexing

The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

g) DS-1 E-UDIT

DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a USWC Central Office Serving Wire Center and ACI serving wire center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires Coordinated Testing.

h) DS-3 E-UDIT

DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a USWC Central Office Serving Wire Center and ACI serving wire center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

DS-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-3. DS-3 E-UDIT requires Coordinated/Cooperative Testing.

i) OC-3 E-UDIT

OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a USWC Central Office Serving Wire Center and ACI serving wire center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires Coordinated/Cooperative Testing.

j) OC-12 E-UDIT
OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a USWC Central Office Serving Wire Center and ACI serving wire center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires Coordinated/Cooperative Testing.

k) MEET POINT UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

Transport Termination (USWC end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the Interoffice Transport facility and other network elements at the USWC wire center. Each level (DS-1, DS-3, etc.) is separately priced.

Transport Facilities (Per Mile)

A network element providing the requested transmission path between a USWC Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the UDIT. Meet Point UDIT requires Coordinated/Cooperative Testing.

8.2.6.a.4 Ordering Process

- a) Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.
- b) UDIT is ordered with basic installation. USWC will notify ACI when the work activity is complete. Test results performed by USWC are not provided to ACI. E-UDIT requires coordinated/ cooperative installation and test results will be provided.

c) UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side ICDF frames and all multiplexing cards. ACI must order settings for all cards at the time of the multiplexing request.

d) For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by ACI at the time of the DS0 order.

8.2.6.a.5 Maintenance and Repair

a) Unless USWC offers test interfaces to ACI, the Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. ACI cross connections will be repaired by ACI and USWC cross connections will be repaired by USWC.

T. Replace Appendix A, in its entirety, with Appendix A attached to this Amendment.

2. Effective Date.

This First Amendment shall be deemed effective upon approval of the Amendment by the Washington Utilities and Transportation Commission.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this First 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 First 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.

ACI Corp.

Eric H. Geis
Authorized Signature

ERIC H. GEIS
Name Typed or Printed

VP
Title

5/2/99
Date

U S WEST Communications, Inc.

Dennis Bayers
Authorized Signature

DENNIS BAYERS
Name Typed or Printed

Director
Title

5/3/99
Date

**APPENDIX A
WASHINGTON**

For Interconnection, Resold Services and Unbundled Network Elements, ACI and USWC agree to use permanent rates as specified in the current Washington tariff, or where no state-specified permanent rate exists, the Parties agree to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, the Parties agree to use the ordered and approved AT&T rates as interim rates until such time as the state Commission issues an order implementing approved permanent or interim rates. Where no state-specified or approved AT&T rates exist, USWC TELRIC rates will be used. Upon issuance of an order by the state Commission setting state-specified permanent rates, USWC will move ACI to such approved rates for those states and true up the amounts charged to that point under state interim rates, AT&T approved rates or USWC TELRIC rates, from the effective date of the agreement. If either state-specified interim or permanent or approved AT&T rates are later modified on appeal, on a retroactive basis, a true up will occur. For purposes of this Agreement, "Rates" include rate structure.

In the event that the text of this Agreement references a rate (or rate element) that is not contained in this Appendix A and ACI wishes to obtain such element from USWC, USWC will provide the applicable rate upon request by ACI.

APPENDIX A RATES - WASHINGTON

Resale	
Services not available for Resale <ul style="list-style-type: none"> • Technical Trials • Promotions equal to or less than 90 days in length • Inside wiring installation and maintenance (including maintenance plans) • Customer premises equipment (separately or when included in packages) • Concession Service • USW Calling Cards Enhanced Service (e.g., Voice Messaging)	
Except as qualified below, all USW Telecommunications Services shall be available for Resale at the following discounts:	

Washington Rates

<p>The following services are available at 16%** discount::</p> <ul style="list-style-type: none"> • Basic Exchange Business, PBX Trunks • Basic Exchange Residence • ISDN • Listings, CO Features • IntraLATA Toll • Private line • Centrex • Volume Discount and/or Term Arrangement (where contained in end user contracts or USW tariffs) • Public Access Lines <p>The following services are available for resale only to the same class of customers eligible to purchase that service from USW:</p> <ul style="list-style-type: none"> • Lifeline • Grandfathered Products and Services <p>The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above: Special Access</p>		
Customer Transfer Charge		Nonrecurring
<p>The following nonrecurring charges apply when converting a USW account to a ACI account or when changing an end user from one Reseller to another.</p>		
Residence - per line		\$5.00**
Business - per line		\$5.00**
ISDN - per line		\$5.00**
Private Line Transport		
1 st Circuit		\$45.08*
Additional Circuit, per circuit, same CSR		\$31.19*
Advanced Communications Services, per circuit		\$50.48*
*USW regional rates		
<p>Product Specific Nonrecurring Charge: As set forth in USW tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.</p>		
Reciprocal Traffic Exchange		
	Recurring	Nonrecurring
Entrance Facilities		
DS1	\$90.50	\$557.25
DS3	\$370.58	\$667.25

** Same as the AT&T Rate
ACI - Washington - 4/14/99/swd

Washington Rates

LIS EICT			
DS1		\$8.52	\$323.50
DS3		\$29.86	\$325.34
Direct Trunked Transport		Fixed	Per Mile
DS1 0 Miles		\$0	0
DS1 Over 0 to 8 Miles		\$41.72**	\$0.67**
DS1 Over 8 to 25 Miles		\$41.72**	\$0.84**
DS1 Over 25 to 50 Miles		\$41.73**	\$2.97**
DS1 Over 50 Miles		\$41.73**	\$3.49**
DS3 0 Miles		\$0	0
DS3 Over 0 to 8 Miles		\$283.30**	\$13.83**
DS3 Over 8 to 25 Miles		\$284.17**	\$15.03**
DS3 Over 25 to 50 Miles		\$291.31**	\$39.19**
DS3 Over 50 Miles		\$293.91**	\$44.74**
		Recurring	Nonrecurring
Multiplexing, DS3 to DS1		\$218.58**	\$418.45**
Local Traffic			
Call Termination			
End office call termination, per minute of use		\$0.001690	
Tandem Switched Transport			
Tandem Switching, per MOU		\$0.0014**	
Tandem Transmission, per MOU		Fixed	Per Mile
0 Miles		\$0	\$0
Over 0 to 8 Miles		\$0.000411**	\$0.000009**
Over 8 to 25 Miles		\$0.000411**	\$0.000007**
Over 25 to 50 Miles		\$0.000408**	\$0.000008**
Over 50 Miles		\$0.000409**	\$0.000015**
Construction Charges		ICB	ICB
		Recurring	Nonrecurring
IntraLATA Toll		USW Switched Access Tariff	
Transit Traffic			
Local Transit		See Tandem Switching and Tandem Transmission rates above.	
IntraLATA Toll		USW Switched Access Tariff	
Jointly Provided Switched Access		Applicable Switched Access Tariff	

** Same as the AT&T Rate
ACI - Washington - 4/14/99/swd

Washington Rates

Collocation	Recurring	Nonrecurring
All Collocation		
Quote Preparation Fee		2437.30**
Collocation Entrance Facility, per 2 fiber	2.07**	1307.45**
Cable Splicing		
Per set-up		103.59**
Per fiber spliced		12.95**
-48 Volt DC Power, per ampere	13.45**	
-48 V DC Power Cable, Per Foot, per A and B feeder		
20 Amp Feed	0.15**	68.37**
40 Amp Feed	0.10**	92.71**
60 Amp Feed	0.22**	104.42**
100 Amp Feed	.35	152.97
200 Amp Feed	.54	239.62
300 Amp Feed	.75	330.93
400 Amp Feed	.97	427.98
	Regular Hours	After Hours
Inspector Labor, per half hour,	28.62	37.20**
	Recurring	Nonrecurring
Security, Per Employee, Per C.O.	6.23	
Heating and Air Conditioning	ICB	ICB
Cable Racking		
DS0		.56
DS1		1.12
DS3		.91
Channel Regeneration		
DS1 Regeneration - EICT	14.38**	405.02**
DS3 Regeneration - EICT	94.24**	433.23**
	Regular Hours	After Hours
Virtual Collocation		
Maintenance Labor, per ½ hour	25.36	33.73
Training Labor, per ½ hour	25.36	
Engineering, per ½ hour	24.73	33.09
Installation, per ½ hour	28.62	37.20**

** Same as the AT&T Rate
ACI - Washington - 4/14/99/swd

Washington Rates

	Recurring	Nonrecurring
Equipment Bay - recurring, per shelf	8.58	
Physical Collocation		
Cage Enclosure	ICB	ICB
Floor space Lease		
Zone 1	2.75	
Zone 2	2.26	
Zone 3	2.06	
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
Grounding		
2 AWG	0.1868	6.85
1/0 AWG	0.2758	10.11
4/0 AWG	0.3280	12.03
350 kcmil	0.5051	18.53
500 kcmil	0.5890	21.61
750 kcmil	0.7310	26.81
Cageless Physical Collocation	See the Physical Collocation rates above, with out the Cage Enclosure or Grounding rates	
USW Provided Equipment Bay	ICB	ICB
Unbundled Network Elements	Recurring	Nonrecurring
Expanded Interconnection Channel Termination		
EICT, Per Termination		
DS0 2 wire	\$1.41**	\$339.61**
DS0 4 wire	\$1.79**	\$339.61**
DS1 Per each termination	\$9.12**	\$405.02**
DS3 Per each termination	\$31.93**	\$433.23**
EICT Regeneration		
DS1	\$14.38**	\$405.02**
DS3	\$94.24**	\$433.23**
NOTE: The nonrecurring EICT waived when ordered at the same time as the Unbundled Loop.		

** Same as the AT&T Rate
ACI - Washington - 4/14/99/swd

Washington Rates

	Fixed	Per Mile	Nonrecurring
Unbundled Dedicated Interoffice Transport (UDIT)			
DS1 UDIT			\$302.91
DS1 0 Miles	\$0.0	\$0.0	
DS1 Over 0 to 8 Miles	\$41.72**	\$0.67**	
DS1 Over 8 to 25 Miles	\$41.72**	\$0.84**	
DS1 Over 25 to 50 Miles	\$41.73**	\$2.97**	
DS1 Over 50 Miles	\$41.73**	\$3.49**	
DS3 UDIT			\$302.91
DS3 0 Miles	0	0	
DS3 Over 0 to 8 Miles	\$283.30**	\$13.83**	
DS3 Over 8 to 25 Miles	\$284.17**	\$15.03**	
DS3 Over 25 to 50 Miles	\$291.31**	\$39.19**	
DS3 Over 50 Miles	\$293.91**	\$44.74**	
DS0 UDIT			\$293.55**
DS0 0 Miles	0	0	
DS0 Over 0 to 8 Miles	\$4.26**	0.00**	
DS0 Over 8 to 25 Miles	\$4.26**	0.00**	
DS0 Over 25 to 50 Miles	\$4.26**	0.00**	
DS0 Over 50 Miles	\$4.26**	0.00**	
OC-3 UDIT			\$331.92
over 0 to 8 fixed	\$805.40		
over 0 to 8 Per Air Miles		\$220.86	
over 8 to 25 fixed	\$812.20		
over 8 to 25 Per Air Miles		\$68.65	
over 25 to 50 fixed	\$775.46		
over 25 to 50 Per Air Miles		\$84.52	
over 50	\$804.62		
over 50 Per Air Miles		\$59.00	
OC-12 UDIT			\$331.92
over 0 to 8 fixed	\$1742.89		
over 0 to 8 Per Air Miles		\$134.47	
over 8 to 25 fixed	\$1695.72		
over 8 to 25 Per Air Miles		\$147.69	
over 25 to 50 fixed	\$1998.17		
over 25 to 50 Per Air Miles		\$83.81	
over 50	\$1956.61		
over 50 Per Air Miles		\$90.16	
		Recurring	Nonrecurring
DS0 UDIT Low Side Channelization		\$6.48	Under Development
Multiplexing			
DS3 to DS1		\$218.58**	\$418.45**
DS1 to DS0		206.78	297.13
DS1/DS0 Low Side Channelization		\$3.24	\$231.47

** Same as the AT&T Rate
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Washington Rates

E-UDIT		
DS1	\$55.81	\$448.36
DS3	\$271.53	\$448.36
OC-3	\$1012.42	\$448.36
OC12	\$1348.21	\$448.36
Unbundled Loops per line per month	11.33**	see note below
Note: per the Commission approval at pg 13, para H, the interim rate for an unbundled loop shall equal the existing retail non-recurring charge minus the avoided cost discount. The residential charge would be the 1FR tariffed rate minus the 16% wholesale discount and the business charge would be the 1FB tariffed rate minus the 16% wholesale discount		
Network Interface Device (NID)	0.53**	
Analog Loops		
2-wire voice grade	11.33**	
4-wire voice grade	11.33**	
Non-loaded Loops		
2-wire Non-loaded Loop	11.33**	
4-wire Non-loaded Loop	11.33**	
Unloading/Conditioning Charge		590.94
Digital Capable Loops		
Basic rate ISDN capable Loop	23.04	
DS1 capable Loop	90.50	
Regeneration		
DS1	13.45	0
DS3	88.14	0
Extension Technology	24.45	
Loop Installation Charges		
Basic Installation		
Analog Loop		see Previous NOTE
First DS1 Loop		136.97
Coordinated Installation Without Cooperative Testing		
First Analog Loop		125.24
Each Additional Analog Loop		63.40
Basic Installation With Performance Testing		
First Analog Loop		128.78
Each Additional Analog Loop		84.81
Coordinated Installation With Cooperative Testing		
First Analog Loop		182.84
Each Additional Analog Loop		138.48
Network Interface Device (NID)	0.53**	59.67

** Same as the AT&T Rate
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Washington Rates

Tandem Switching		
DS1 Port		Under Development
Trunk Group/Member		Under Development
Per Minute of Use	.0014**	
Local Switching		
Analog Line Side Port	1.04**	
Nonrecurring first Port		45.85
Nonrecurring, each additional Port		45.85
Vertical Features		
Feature Package 1	1.03	
Feature Package 2	5.31	
Digital Line Side Port (Supporting BRI ISDN)		
Nonrecurring, first Port		94.09
Nonrecurring, each additional Port		94.04
Vertical Feature Package 3	Under Development	
Common Block, establish		118.47
Common Block, features		327.05
Digital Trunk Ports		
DS1 Local Message Trunk Port (Supporting Local Message Traffic)	Under Development	Under Development
Message Trunk Group	Under Development	Under Development
DS1 Trunk Port (Supporting DID/DOD/PBX)	Under Development	Under Development
Digital PRI ISDN Trunk Port	Under Development	Under Development
DS0 Analog Trunk Port	ICB	ICB
Local originating usage, per minute of use	0018**	
Customized Routing		
Development of Custom Line Class Code		ICB
Installation Charge, per switch		ICB
Local Message Routing		ICB
Common Channel Signaling/SS7 Baseline Service		
Entrance Facility	Recurring	Nonrecurring
DS1, Electrical	\$99.78	\$563.92
DS3, Electrical	\$404.24	\$668.95
Direct Link Transport	Fixed	Per Mile
DS0 - 0 Miles	None	None
DS0 - Over 0 to 8	\$20.89	\$0.13
DS0 - Over 8 to 25	\$20.88	\$0.10
DS0 - Over 25 to 50	\$20.88	\$0.10

** Same as the AT&T Rate
ACI - Washington - 4/14/99/swd

Washington Rates

DS0 - Over 50	\$20.89	\$0.17
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$41.72	\$0.67
DS1 - Over 8 to 25	\$41.72	\$0.84
DS1 - Over 25 to 50	\$41.73	\$2.97
DS1 - Over 50	\$41.73	\$3.49
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$283.30	\$13.83
DS3 - Over 8 to 25	\$284.17	\$15.03
DS3 - Over 25 to 50	\$291.31	\$39.19
DS3 - Over 50	\$293.91	\$44.74
	Recurring	Nonrecurring
CCS Link -- First Link	None	\$504.68
CCS Link -- Each additional Link	None	\$72.42
STP Port -- Per Port	\$214.66	None
Multiplexing		
DS1 to DS0	\$206.78	\$297.13
DS3 to DS1	\$218.58	\$418.45
Construction Charges	ICB	ICB
Interim Number Portability	Recurring	
Remote Call Forwarding Without Transport		
Per Number Ported - First Path	\$4.72	
Per Number Ported - Additional Path	\$3.03	
Remote Call Forwarding With Transport		
Per Number Ported - First Path	\$7.35	
Per Number Ported - Additional Path	\$5.66	
Additional Charges	Nonrecurring	
Service Establishment, per switch, per route - nonrecurring	\$43.80	
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring	\$9.49	
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers per number ported -- nonrecurring	\$7.05	
Assignment of Numbers	Price	
Assignments per industry guidelines	No Charge	

Washington Rates

Busy Line Verification		
Per Call	\$0.72	
Busy Line Interrupt		
Per Call	\$0.87	
*INP rates are subject to change pursuant to FCC cost recovery guidelines or applicable Commission ruling.		
Local Number Portability		
LNP Queries	FCC Tariff #5	
911/E911	No Charge	
Directory Assistance		
Regional Directory Assistance, per call	\$0.34**	
National Directory Assistance, per call	\$0.385	
Custom Call Branding, setup and recording		Under Development
Call Completion, per call	Under Development	
Call Completion Link, per call	Under Development	
White Pages Directory Listings		
Primary Listing	No Charge	
Premium/Privacy Listing	General Exchange Tariff Rate, less wholesale discount	
Directory Assistance List Information		
Initial Database Load, per Listing	\$0.05	
Reload of Database, per Listing	20% Discount off of Initial Load	
Daily Updates, per Listing	\$0.06	
One-time Set Up Fee		\$64.06/hour
Media Charges for File Delivery		
Electronic transmission	\$0.002	
Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$30/tape	
Shipping Charges (for tape delivery)	Actual rate charged by carrier selected	
Toll and Assistance Operator Services		
Option A - Per Message		
Operator Handled Calling Card	\$0.46	
Machine Handled Call	\$0.18	
Station Call	\$0.84	
Person Call	\$2.05	
Connect to Directory Assistance	\$0.55	
Busy Line Verify	\$0.72**	

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ACI - Washington - 4/14/99/swd

Washington Rates

Busy Line Interrupt	\$0.87**	
Operator Assistance	\$0.36	
Option B - Per Operator Work Second and Computer Handled Calls		
Operator Handled, per operator work second	\$0.0181	
Machine Handled, per call	\$0.13	
Advanced Intelligent Network (AIN)		
AIN Service Creation Environment		ICB
Access to AIN Operational Support Systems/Service Management	Under Development	Under Development
AIN Query Processing, per query	Under Development	
Line Information Database (LIDB)		
LIDB Storage		Under Development
Line Validation Administration System Access (LVAS)		Under Development
LIDB Line Record Initial Load		Under Development
Mechanized Service Account Update, per addition or update	Under Development	
Individual Line Record Audit		Under Development
Account Group Audit		Under Development
Expedited Request Charge for Manual Updates		Under Development
LIDB Query Service, per query	Under Development	
Fraud Alert Notification, per alert	Under Development	
Access to Poles, Ducts, Conduits and Rights of Way		
Pole Inquiry Fee, per mile		\$114.00
Innerduct Inquiry Fee, per mile		\$171.00
Field Verification Fee		ICB
Make-Ready Work		ICB
Pole Attachment Fee, per foot, per year	\$2.94	
Innerduct Occupancy Fee, per foot, per year - Large City Urban	\$1.87	
Innerduct Occupancy Fee, per foot, per year - Urban	\$1.83	
Innerduct Occupancy Fee, per foot, per year - Rural & Suburban	\$1.78	
8XX Database Query Service		
Per Query	\$0.00117966	
POTS Translation	\$0.00005115	
Call Handling & Destination Feature	\$0.00004194	

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ACI - Washington - 4/14/99/swd

Washington Rates

ICNAM, Per Query	\$0.016	
Bona Fide Request Process		
Processing Fee		\$2,128.00
Construction Charges	ICB	ICB
Daily Usage Record File, per record	\$0.0011	
Category 11 Mechanized Record Charge, per record	\$0.0025	

** Same as the AT&T Rate
 ACI - Washington - 4/14/99/swd