

**AMENDMENT NO. 8 TO THE  
ARBITRATED INTERCONNECTION AGREEMENT**

**BETWEEN**

**ALIAN T MIDWEST, INC. dba ALLTEL**

**AND**

**QWEST CORPORATION (f.d.b.a. U S WEST COMMUNICATIONS, INC.)**

**NEBRASKA**

This is Amendment No. 8 ("Amendment") to the Interconnection Agreement ("Agreement") between Aliant Midwest, Inc. dba ALLTEL ("Aliant") and Qwest Corporation (f.d.b.a. US WEST Communications, Inc. ("Qwest").

WHEREAS, the Parties entered into an Interconnection Agreement which was approved by the Nebraska Public Service Commission ("Commission") and was effective June 16, 1997; and

WHEREAS, the Parties desire to amend the 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:

**AGREEMENT**

**1. Amendment Terms.**

This Amendment is made in order to add the terms, conditions and rates for DS-3 Capable Loops as set forth in Attachment 1, Section 1 attached hereto and incorporated herein and Unbundled Dark Fiber as set forth in Attachment 1, Section 2 attached hereto and incorporated herein.

**2. Effective Date.**

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ALIANT must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ALIANT will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Aliant Midwest, Inc. dba ALLTEL**

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

Elizabeth J. Stamp  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director - Interconnect  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT ONE, DS-3 Unbundled Loops and Unbundled Dark Fiber**

### **Section 1. DS-3 UNBUNDLED LOOPS**

#### **1.1 Description**

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's network interface device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID, and/or demarcation point, will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN or DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

#### **1.2 Terms and Conditions**

- 1.2.1 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, ALIANT must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit ALIANT to order a contiguous unbundled local Loop.
- 1.2.2 When ALIANT requests a non-loaded Unbundled Loop and there are none available, Qwest will contact ALIANT to determine if ALIANT wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "unload" the Loop) in order to provide ALIANT with a Non-Loaded Loop. ALIANT will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit ALIANT to order a contiguous Unbundled Loop.
- 1.2.3 When ALIANT requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide) that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal (COT) and Remote Terminal (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). ALIANT will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Exhibit 1, attached

to and made a part of this Amendment. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit ALIANT to order a contiguous Unbundled Loop.

When ALIANT requests a DS1 or DS3 Capable Loop, Qwest will install the appropriate terminations and associated equipment at both ends including any intermediate repeaters to provide a fully functional DS1 or DS3 loop. The DS1 or DS3 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, ALIANT will be charged a non-recurring charge in addition to the Unbundled Loop recurring charge.

- 1.2.4 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.
- 1.2.5 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).
- 1.2.6 When ALIANT requests an ADSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

Qwest is not obligated to provision BRI-ISDN, DS1, DS3 or ADSL capable loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.

- 1.2.7 ALIANT has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

1.2.7.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other ALIANT end user changing to ALIANT, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify ALIANT when the work activity is complete.

1.2.7.1.1 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to ALIANT by Qwest.

1.2.7.1.2 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other ALIANT end user changing to ALIANT, the Coordinated Installation option includes cooperative testing. ALIANT has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, ALIANT will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with ALIANT. Qwest will complete the required performance tests and perform other testing as requested by ALIANT. Testing requested by ALIANT that exceeds testing requirements contained in Qwest's Technical Publication 77384 will be billed to ALIANT. Test results will be recorded as benchmarks for future testing and will be forwarded to ALIANT. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**  
No, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss = 0 to -8.5 dB at 1004 Hz  
Automatic Number Identification (ANI) when dial-tone is present
- **2-Wire and 4-Wire Non-Loaded Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss = 0 to -8.5 dB at 1004 Hz  
Automatic Number Identification (ANI) when dial-tone is present

### **Digital Capable Loops**

- **Basic Rate ISDN Capable Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss =  $\leq 40$  dB at 40 kHz  
Automatic Number Identification (ANI) when dial-tone is present
- **DS1 Capable Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
- **DS3 Capable Loops**  
Continuity Testing
- **ADSL Qualified Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss =  $\leq 41$  dB at 196 kHz  
Automatic Number Identification (ANI) when dial-tone is present

#### 1.2.7.1.3 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start unbundled Loops. For an existing Qwest or other ALIANT end user changing to ALIANT, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers ALIANT the ability to coordinate the conversion activity, allowing ALIANT's end user to pre-plan for minimal service interruption. At ALIANT's designated time, Qwest will contact ALIANT with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, ALIANT will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed Qwest will notify ALIANT that the procedure has been completed.

1.2.7.2 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in Qwest's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between ALIANT's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of the Agreement.

1.2.7.3 If there is a conflict between an end user (and/or its respective agent) and ALIANT regarding the disconnection or provision of unbundled Loops, Qwest will honor the direction of the end user.

- (a) If the end user directs Qwest to disregard ALIANT's order for Unbundled Loops, ALIANT will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section of the Agreement will also be billed to ALIANT.

- (b) If the end user directs Qwest to disregard ALIANT's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with ALIANT's order, the end user's service will be reconnected to the original local service provider.

1.2.7.4 Facilities and lines furnished by Qwest on the premises of ALIANT's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the unbundled Loop service to remove such facilities and lines.

1.2.7.4.1 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at ALIANT's end user premises.

1.2.7.4.2 When requested by Qwest, ALIANT must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another ALIANT to provide service to that end-user location.

### **1.3 Rate Elements**

- 1.3.1 Analog - 2 and 4 wire voice grade. These rates can be found in the existing Interconnection Agreement in effect between the Parties. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog 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. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.
- 1.3.2 Non-Loaded - 2 and 4 wire non-loaded loops. These rates can be found in the existing Interconnection Agreement in effect between the Parties. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, ALIANT can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by ALIANT, it is ALIANT's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable,



charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.

- 1.3.3 Digital Capable Loops - These rates can be found in Exhibit A to this Amendment. 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 ALIANT'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 Qwest 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. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest 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 ALIANT, if necessary.
- 1.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges as depicted in Exhibit A of this Amendment.
- 1.3.5 Unbundled Loop non-recurring installation charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops as depicted in Exhibit A of this Amendment, include the following:
  - a) Installation charges;
  - b) Conditioning charge.

#### **1.4 Ordering Process**

- 1.4.1 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.
- 1.4.2 Prior to placing orders on behalf of the end user, ALIANT shall be responsible for obtaining and have in its possession Proof of Authorization as set forth in the Terms and Conditions Section of the Agreement.
- 1.4.3 Based on the pre-order loop make-up, ALIANT can determine if the circuit can meet the technical parameters set forth by the specific service.

- 1.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.
- 1.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).
- 1.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops and DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B to this Amendment.
- 1.4.7 ALIANT can request access to existing fiber and other high capacity loops through the BFR process.
- 1.4.8 When ordering Unbundled Loops, ALIANT is responsible for obtaining or providing facilities and equipment that are compatible with loops ordered in this Amendment.
- 1.4.9 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.

## **1.5 Maintenance and Repair**

- 1.5.1 ALIANT is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. ALIANT will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to Qwest. Qwest will work cooperatively with ALIANT to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's

network, ALIANT shall be assessed the applicable time and materials charges.

1.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify ALIANT. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to ALIANT's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to ALIANT's Collocation equipment, cabling or cross connects, Qwest will notify ALIANT and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to ALIANT and charges will apply for trouble isolation.

1.5.3 When combining separately ordered elements or an element to collocated equipment, ALIANT will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at ALIANT's request, and the fault is not in Qwest facilities, a trouble isolation charge shall apply.

## **2.0 Unbundled Dark Fiber**

### **2.1 Description**

2.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers or between a Qwest Wire Center and an end user customer premises in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a Qwest Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

### **2.2 Terms and Conditions**

2.2.1 Qwest will provide ALIANT with non-discriminatory access to UDF-IOF and UDF-Loop. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within a reasonable time frame.

2.2.2 ALIANT will provide Qwest with non-discriminatory access to UDF-IOF and UDF-Loop. ALIANT will provide UDF of substantially the same quality as the fiber facilities that ALIANT uses to provide service to its own end user customers within a reasonable time frame.

2.2.3 Qwest will provide ALIANT with access to existing Dark Fiber facilities. ALIANT shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and ALIANT shall be permitted to use, regenerating equipment that already exists in mid-span.

- 2.2.4 Qwest will provide Unbundled Dark Fiber to ALIANT in increments of two strands (by the pair). ALIANT may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. ALIANT must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair
- 2.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:
- a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.
  - b) Qwest will not unbundle Dark Fiber that, as of the day ALIANT submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another ALIANT.
  - c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendency of the proceeding before the Commission.
- 2.2.6 Qwest will provide ALIANT with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform ALIANT of the availability of single-mode and multi-mode fiber.
- 2.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.
- 2.2.8 ALIANT is responsible for trouble isolation before reporting trouble to Qwest.
- 2.2.9 ALIANT shall not use UDF as a substitute for special or switched access services, except to the extent ALIANT provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.
- 2.2.10 Upon twelve (12) month notification to ALIANT or as defined by Commission, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by ALIANT. This condition would arise in those cases where Qwest is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law. In

addition, if ALIANT does not achieve and maintain minimal UDF utilization, as outlined previously in this Section, within 12 months of the UDF's receipt, Qwest may reclaim the facilities and charge ALIANT the normal disconnection charges contained in the Interconnection Agreement. Upon request, the ALIANT must provide Qwest with evidence verifying minimum UDF utilization. Qwest may conduct an Audit or Examination of ALIANT's utilization of the UDF provided under this Agreement pursuant to the terms of the Audit Section of this Agreement. Qwest will provide an alternative means of service when under-utilization is found.

- 2.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Element or Qwest services, or ALIANT facilities. ALIANT is responsible for connecting Dark Fiber with ALIANT fiber optic terminal or other equipment.
- 2.2.12 ALIANT must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.
- 2.2.13 For UDF-Loop, ALIANT is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of ALIANT.
- 2.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, Qwest will provide to ALIANT an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.
- 2.2.15 ALIANT is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at ALIANT's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. ALIANT shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. ALIANT facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduits and Rights of Way Section.
- 2.2.16 ALIANT will incur all costs associated with returning the UDF to its original condition when it disconnects UDF.

### **2.3 Ordering Processes**

Ordering processes and installation intervals are as follows:

- 2.3.1 Prior to placing an order for UDF, ALIANT must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. ALIANT must establish proper ICDF demarcation points as

part of its collocation build in order to accommodate the UDF optical terminations.

- 2.3.2 The first step of the UDF ordering process is the inquiry process. ALIANT must submit a UDF inquiry through its account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. ALIANT must specify the two Qwest offices or end-user premise location and the number of fibers requested. Qwest will inform ALIANT of the availability of dark fiber that will meet ALIANT's request, if any, within 10 business days for an Initial Records Inquiry (IRI).
- 2.3.3 Based on the ALIANT request (UDF-Loop or UDF-IOF), there are two possible scenarios.

### **Termination at a Mid-Point Structure**

- 2.3.3.1 If spare fiber is available, and ALIANT chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), ALIANT will submit the Field Verification Quote Preparation (FVQP) form. Qwest will prepare and submit to ALIANT a quote along with the original FVQP within 20 business days of the submission of the FVQP form by ALIANT. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.
- 2.3.3.2 Qwest will begin the provisioning process upon notification from ALIANT to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify ALIANT when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

### **Termination at Qwest Wire Center or End-user Premise**

- 2.3.3.3 If spare fiber is available, and ALIANT chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to an end-user premise, Qwest will begin the provisioning process upon notification from ALIANT to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. ALIANT will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

2.3.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

## **2.4 Maintenance and Repair**

2.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. ALIANT cross connections will be repaired by ALIANT and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Agreement .

## **2.5 Rate Elements**

2.5.1 Dark Fiber rates are contained in Exhibit A of this Amendment and include the following elements:

- a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by ALIANT. A simple IRI determines if UDF is available between two Qwest wire centers or between a Qwest wire center and customer premise. A complex IRI determines if UDF is available between a Qwest wire center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill ALIANT the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.
- b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to ALIANT at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 30 calendar days. The FVQP is not necessary when the request is between Qwest wire centers or between a Qwest wire center and customer premise (i.e. IRI).

2.5.2 The following rate elements are used once the availability of UDF has been established and ALIANT chooses to access UDF.

### **2.5.2.1 Unbundled Dark Fiber - IOF Rate Elements**

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to ALIANT's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point.

#### 2.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.

b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating Qwest Wire Center and the End-user Premise and the terminations and cross connects at both ends.



**EXHIBIT A**  
**DS-3 CAPABLE LOOP AND UNBUNDLED DARK FIBER RATES**  
**FOR THE STATE OF NEBRASKA**

	Recurring	Nonrecurring
<b>DS3 Capable Loops (Recurring Charges)</b>		
DS3 Capable Loop	\$1127.57	
DS3 Regeneration	\$95.64	
Extension Technology	\$20.55	
Unloading/Conditioning Charge		\$574.42
<b>DS3 Loop Installation Charges</b>		
Basic Installation		
First Loop		\$160.50
Each Additional Loop		\$126.19
Basic Installation with Performance Testing		
First Loop		\$366.82
Each Loop		\$307.65
Coordinated Installation With Cooperative Testing		
<b>First Loop</b>		\$408.90
Each Additional Loop		\$349.10
Coordinated Installation Without Cooperative Testing		
First Loop		\$165.82
Each Loop		\$131.51
<b>Interconnection Tie Pairs (ITP) – Per Termination</b>		
	Recurring	Non-Recurring
DS0 2-wire	\$0.95	\$291.88
DS0 4-wire	\$1.86	\$291.88
DS1 Per each Termination	\$9.26	\$331.24
DS3 Per each Termination	\$32.44	\$332.92
<b>Unbundled Dark Fiber</b>		
Initial Records Inquiry (IRI)		\$167.94
Mid-Point Structure Inquiry (MPSI)		\$214.13
Field Verification and Quote Preparation (FVQP)		\$1,563.98
UDF-IOF Charges		
Order Charge Per Route		\$554.85
Termination, Fixed Per Pair/Office	\$8.52	
Fiber Transport, Per Mile	\$92.64	
Fiber Cross-Connect Per Pair/Office	\$4.73	*\$33.59
UDF-Loop Charges		
Order Charge Per Route		\$554.85
Termination, Fixed Per Pair/Office	\$8.27	
Termination, Fixed Per Pair/Prem	\$7.06	
Fiber Transport, Per Route	\$96.49	
Fiber Cross-Connect Per Pair/Office	\$4.73	*\$33.59
*Per Office – Up to Two Pairs		

**EXHIBIT B**  
**Unbundled Loops Service Interval Tables**

(a.) Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops:

		<b>High Density</b>	<b>Low Density</b>
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

(b.) Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		<b>High Density</b>	<b>Low Density</b>
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

(c.) Established Service Intervals for DS3 capable Unbundled Loops:

		<b>High Density</b>	<b>Low Density</b>
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB