



TC 05 - 048

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Melissa Thompson
Senior Attorney

March 1, 2005

Pamela Bonrud, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

RECEIVED

MAR 07 2005

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: Amendment to Interconnection Agreement for Expedites for Design Services between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") for the State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the Amendment to Interconnection Agreement for Expedites for Design Services between Qwest Corporation and McLeodUSA for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on July 23, 1999, in Case No. TC99-057.


Contact information for McLeodUSA is as follows:

James B. LeBlanc, Vendor Manager
McLeodUSA Telecommunications Services, Inc.
First Place Tower
15 E. 5th Street, Suite 1500
Tulsa, OK 74103
Telephone: 918-419-3496

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,


Melissa K. Thompson

Enclosures

cc: Colleen Sevoid (w/o enclosure)
James B. LeBlanc (w/o enclosure)

**Expedites for Design Services Amendment
to the Interconnection Agreement between
Qwest Corporation and
McLeodUSA Telecommunications Services, Inc.
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota, which was approved by the South Dakota Public Utilities Commission ("Commission") on July 23, 1999, as referenced in Docket/Order No. TC99-057; and

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

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

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

Entire Agreement

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

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

McLeodUSA Telecommunications Services, Inc.

gbc

Larry Rakes
Signature

Larry Rakes
Name Printed/Typed

Director, Procurement
Title

Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

2/28/05
Date

ATTACHMENT 1

1.0 Expedites for Design Services

1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

1.2 Terms and Conditions

1.2.1 When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

1.3 Rate Elements

1.3.1 The expedite charge identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

Exhibit A

Exhibit A								
							Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event					\$200.00