



Qwest
1005 17th Street, Room 200
Denver, Colorado 80202
Phone 303 896 1518
Facsimile 303 896 6095
Melissa.Thompson@qwest.com

Melissa Thompson
Senior Attorney

March 1, 2005

Ms. Ilona Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue -- 12th Floor
Bismarck, ND 58505-0480

Re: Rate Updates Amendment to the Interconnection Agreement between Qwest Corporation and MidContinent Communications ("MidContinent") for the State of North Dakota

Dear Ms. Jeffcoat-Sacco:

Please find enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 an original copy of a Rate Updates Amendment to the Interconnection Agreement between Qwest Corporation and MidContinent for the State of North Dakota. This Amendment revises the Interconnection Agreement between the parties approved on May 26, 1999, Case No. PU-1945-99-125.

Contact information for MidContinent is as follows:

Nancy A. Vogel, Business Director- Communications
MidContinent Communications, Inc.
5001 W. 41st Street
Sioux Falls, SD 57106
Telephone: 605-357-5485

We have also enclosed an extra copy of this filing letter. Please date stamp the extra copy and return for our files. We will forward an electronic copy of the Amendment to you for posting on the Commission's website.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Melissa K. Thompson".

Melissa K. Thompson

Enclosures

cc: Gina Buchholtz (w/o encl.)
Nancy A. Vogel (w/o encl.)

**Rate Updates Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
MidContinent Communications
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MidContinent Communications ("CLEC"), a SD General partnership.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of North Dakota, that was approved by the North Dakota Public Service Commission on May 26, 1999, as referenced in Case No. PU-1945-99-125 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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

Exhibit A of the Agreement is hereby amended by adding the rates for DS1 and DS3 Loop Installation Non-recurring Charges, as set forth in the Exhibit A, attached hereto and incorporated herein.

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

Effective Date

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

Amendments; Waivers

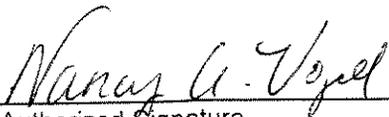
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

MidContinent Communications



Authorized Signature

Nancy A. Vogel

Name Printed/Typed

Business Director/Comm.

Title

3/21/05

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

3/23/05

Date

**Exhibit A
North Dakota***

Amendment		Recurring	Recurring, Per Mile	Non- Recurring	Notes		
					REC	REC per Mile	NRC
9.0 Unbundled Network Elements (UNEs)							
9.2 Unbundled Loops							
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
	9.2.5.1.1 First			\$124.61			C
	9.2.5.1.2 Each Additional			\$78.01			C
9.2.5.2	Basic Installation with Performance Testing						
	9.2.5.2.1 First			\$207.62			C
	9.2.5.2.2 Each Additional			\$146.05			C
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.5.3.1 First			\$248.42			C
	9.2.5.3.2 Each Additional			\$146.04			C
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
	9.2.5.4.1 First			\$115.22			C
	9.2.5.4.2 Each Additional			\$83.36			C
9.2.5.5	Basic Installation with Cooperative Testing						
	9.2.5.5.1 First			\$212.82			C
	9.2.5.5.2 Each Additional			\$146.40			C
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
	9.2.6.1.1 First			\$124.61			C
	9.2.6.1.2 Each Additional			\$78.01			C
9.2.6.2	Basic Installation with Performance Testing						
	9.2.6.2.1 First			\$207.61			C
	9.2.6.2.2 Each Additional			\$146.05			C
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.6.3.1 First			\$248.42			C
	9.2.6.3.2 Each Additional			\$146.05			C
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
	9.2.6.4.1 First			\$173.22			C
	9.2.6.4.2 Each Additional			\$122.68			C
9.2.6.5	Basic installation with Cooperative Testing						
	9.2.6.5.1 First			\$212.82			C
	9.2.6.5.2 Each Additional			\$146.40			C

NOTES:

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:
C: Cost Docket Case No. PU-2342-01-296

North Dakota

Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12.
Below is a breakdown of wire center per zone:

Zone 1	Zone 2	Zone 3
Bismarck	Casselton	Alexander
Dickinson	Grafton	Belfield
Fargo	Larimore	Emerado
Grand Forks	Lisbon	Fairmount
Jamestown	Mayville	Gardner
Mandan	Valley City	Gwinner
Wahpeton		Hatton
West Fargo		Hillsboro
Williston		Kindred
		Leonard
		Manvel
		Minto
		Northwood
		Pembina
		Reynolds
		Thompson
		Watford
		Wyndmere