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Melissa Thompson
Senior Attorney

June 6, 2005

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

Re: Amendment No.3 Expedites for Design Services Amendment to Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc. ("AT&T") 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 the Amendment No.3 for Expedites for Design Services Amendment to the Interconnection Agreement between Qwest Corporation and AT&T for the State of North Dakota. This Amendment revises the Interconnection Agreement between the parties approved on July 12, 2004, as referenced in Case No. PU-04-163.

Contact information for AT&T is as follows:

Mitchell H. Menezes
Chief Commercial Counsel
AT&T Corp.
1875 Lawrence Street, Room 15-21
Denver, CO 80202
Telephone: 303-298-6493

Michael Hydock, District Manager
Local Service and Access Management
AT&T Corp.
1875 Lawrence Street, Room 8-19
Denver, CO 80202
Telephone: 303-298-6769

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.

Ms. Ilona Jeffcoat-Sacco
June 6, 2005
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Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa K. Thompson", with a long, sweeping flourish extending to the right.

Melissa K. Thompson

Enclosures

cc: Scott Macintosh (w/o encl.)
Mitchell H. Menezes (w/o encl.)
Michael Hydock (w/o encl.)

**Amendment No. 3
Expedites for Design Services Amendment
to the Interconnection Agreement between
Qwest Corporation and
AT&T Communications of the Midwest, Inc.
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Midwest, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; 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.

**AT&T Communications of the
Midwest, Inc.**

Signature


Cynthia Batchelder

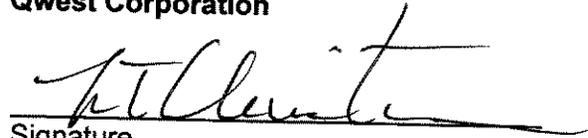
Regional V.P., Local Service and
Access Management

May 13, 2005

Date

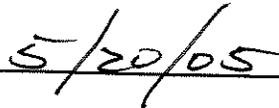
Qwest Corporation

Signature


L.T. Christensen

Director – Interconnection Agreements

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 CLEC. 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 CLEC's 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