



**Jason D. Topp**  
Associate General Counsel - Regulatory  
(651) 312-5364

September 3, 2015



Mr. Darrel Nitschke  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: CLEC-Requested Unbundled Network Elements Construction ("CRUNEC")  
Amendment to the Interconnection Agreement between Qwest Corporation  
dba CenturyLink QC and Granite Telecommunications LLC for the State of  
North Dakota

Dear Mr. Nitschke:

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 is the CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Granite Telecommunications LLC for the State of North Dakota.

Contact information for Granite Telecommunications LLC is as follows:

Rand Currier  
Granite Telecommunications, Inc.  
100 Newport Avenue, Extension  
Quincy, MA 02171  
(866) 847-1500  
[rcurrier@granitenet.com](mailto:rcurrier@granitenet.com)

We will forward an electronic copy of the Agreement to you for posting on the Commission's website.

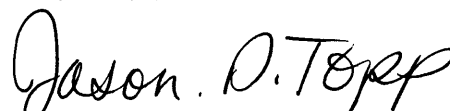
1 **PU-15-665** Filed: 9/3/2015 Pages: 7  
**Unbundled Network Elements Construction  
Amendment to Interconnection Agreement**

Qwest Corporation

Mr. Darrell Nitschke  
Page 2  
September 3, 2015

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

Very truly yours,

  
Jason D. Topp

JDT/bardm

Enclosure

cc: Rand Currier (via email)

**CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Granite Telecommunications LLC  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Granite Telecommunications LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the Commission on May 6, 2004; and

WHEREAS, the Parties desire 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 CLEC-Requested Unbundled Network Elements Construction ("CRUNEC"), 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, or by being permitted to go into effect by operation of law; 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink 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.

**Granite Telecommunications LLC**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Rand Currier*  
8FD66A784AEF42B...  
\_\_\_\_\_  
Signature

DocuSigned by:  
*Diane Roth*  
780DEF8A148A455...  
\_\_\_\_\_  
Signature

Rand Currier  
Name Printed/Typed

Diane Roth  
Name Printed/Typed

Chief Operating Officer  
Title

Director-Wholesale  
Title

8/21/2015  
Date

8/21/2015  
Date

**ATTACHMENT 1**

**Section 9.19 of the Agreement is hereby replaced in its entirety with the following:**

**9.19 Construction Charges**

CenturyLink will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. CenturyLink will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When CenturyLink constructs to fulfill CLEC's request for UNEs, CenturyLink will bid this construction on a case-by-case basis. CenturyLink will charge for the construction through nonrecurring charges as described in this Section 9.19. When CLEC orders the same or substantially similar service available to CenturyLink End User Customers, nothing in this Section shall be interpreted to authorize CenturyLink to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a CenturyLink End User Customer.

9.19.1 CenturyLink reserves the right to determine if CenturyLink will undertake requested construction. Some circumstances under which CenturyLink will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of CenturyLink's existing network, endanger CenturyLink's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If CenturyLink agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that CenturyLink construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") method. CRUNEC is not required for requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. CenturyLink's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL)
- Unbundled Subloop
- Unbundled Dark Fiber (UDF)
- Unbundled Dedicated Interoffice Transport (UDIT)
- Unbundled Local Loop

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the CenturyLink service manager.

9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on CenturyLink. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 CenturyLink will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, CenturyLink will refund the Construction payment, excluding expenditures already incurred by CenturyLink for work completed (including work Engineered, Furnished and/or Installed (EF&I)). CenturyLink will provide a brief description of work completed.

9.19.3.3.1 EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

9.19.3.4 The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that CenturyLink uses to assess whether to build the equivalent facilities for itself.

9.19.3.5 Rates are included in Exhibit A to this Agreement.

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation Election					
Amendment				Options			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NIRC
<b>9.0 Unbundled Network Elements (UNEs)</b>									
<b>9.19 Construction Charges</b>									
	9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop							
	9.19.1.1	Records Quote Preparation Fee				\$348.12			1
	9.19.1.2	Construction Quote Preparation Fee				\$865.05			1
	9.19.2	Construction of Network Capacity, Facilities or Space for Access to or use of UNEs		ICB		ICB	C, 3		C, 3
<b>NOTES:</b>									
C	Cost Docket Case No. PU-2342-01-296 effective 12/29/04.								
1	Rate not addressed in cost docket (estimated TELRIC)								
3	ICB, Individual Case Basis.								