

April 15, 2019

Mr. Steven Kahl
Interim Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Cageless Collocation Bay Procurement and Exhibit A Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of North Dakota

Dear Mr. Kahl:

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 Cageless Collocation Bay Procurement and Exhibit A Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of North Dakota.

Contact information for Level 3 Communications, LLC is as follows:

Gary R. Black
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
(720) 888-2000
gary.blackjr@centurylink.com

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: Gary R. Black (via email)

1 PU-19-134 Filed 04/15/2019 Pages: 7
Update Amendment to Interconnection Agreement
Qwest Corporation
Jason Topp

**Cageless Collocation Bay Procurement and Exhibit A Update Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Level 3 Communications, 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 Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

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

WHEREAS, the Parties discovered a scrivener's error in the numbering of the Exhibit A rate sheet; 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 to correct the numbering of Exhibit A Section 8.3 to Cageless Physical Collocation and Section 8.4 to Caged Physical Collocation. The attached corrected Exhibit A supersedes and replaces Sections 8.3 and 8.4 of the current Exhibit A, with all other portions of the current Exhibit A remaining unchanged.

The Agreement is hereby further amended by adding terms, conditions and rates for Cageless Collocation Bay Procurement 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 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.

Level 3 Communications, LLC

Gary R Black, Jr.

Gary R Black, Jr. (Mar 26, 2019)

Signature

Gary Black

Name Printed/Typed

VP Carrier Relations

Title

Mar 26, 2019

Date

Qwest Corporation dba CenturyLink QC

Kimberly J. Povirk

Kimberly J. Povirk (Mar 26, 2019)

Signature

Kimberly J. Povirk

Name Printed/Typed

Director Sales Support

Title

Mar 26, 2019

Date

ATTACHMENT 1

Cageless Collocation Bay Procurement**1. Terms and Conditions For Cageless Collocation Bay Procurement**

1.1 To receive this option, CLEC must execute and submit this Amendment to CenturyLink, and CLEC must either: (1) have previously executed and submitted to CenturyLink an Interconnection Agreement containing all of the terms and rates for Cageless Collocation; or (2) execute and submit an Amendment with the Cageless Collocation terms and rates concurrent with the submission of this executed Amendment.

1.2 This amendment allows CLEC to request CenturyLink to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide CenturyLink with all bay specifications needed to procure the proper bay.

1.3 Upon receipt of a complete Collocation Application where the CLEC has requested that CenturyLink procure and install the Cageless bay infrastructure, CenturyLink will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, CenturyLink will contact CLEC with any questions.

1.4 If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

1.5 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

1.6 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, CenturyLink will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in the CLECs Interconnection Agreement.

1.7 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables). CLEC must file a MOP (Method of Procedure) with the Central Office Supervisor so that CenturyLink can remove the fuses prior to the CLEC removing any equipment or power cabling. If CLEC does not remove its equipment within thirty (30) Days of CenturyLink's acceptance of the Collocation Decommission Application, CenturyLink will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and CenturyLink determines that the equipment has been abandoned, CenturyLink will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated

with the removal by CenturyLink of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will indemnify and hold CenturyLink harmless from the failure to return any such equipment, property or other items and from any damage caused as a result of the removal, storage or disposition of any such abandoned equipment.

2. Rate Elements. The following rate elements apply to this Equipment Bay procurement and installation product offering:

2.1 Equipment Bay. Provides mounting space for CLEC collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

2.1 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the equipment described in 2.1 above. Spacer will be procured based on customer requested width and to match existing office environment height.

Select the appropriate type of contract below. For cost docket changes, leave blank:				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election							
Amendment				Options					Notes			
					Recurring	Recurring Per Mile	Non-Recurring	REC	Mile REC per	NRC		
8.0 Collocation												
8.3 Cageless Physical Collocation												
8.3.1	Planning and Engineering											
8.3.1.1	Quote Preparation Fee, per Collocation Ordered							\$4,539.46		C, 6		
8.3.2	Space Construction and Site Preparation											
8.3.2.1	Site Preparation							ICB		C, 3		
8.3.2.2	Space Construction for 2 Bays				\$31.31			\$21,147.27	C	C		
8.3.2.3	Intentionally Left Blank											
8.3.2.4	Intentionally Left Blank											
8.3.2.5	Each Additional Bay, per Bay				\$3.72			\$2,512.64	C	C		
8.3.2.6	Adjustment for Single Bay - Change to Standard Design				(\$3.72)			(\$2,512.98)	C	C		
8.3.2.7	-48 Volt DC Power Cable, per Feed											
8.3.2.7.1	20 Amp Power Feed				\$6.42			\$4,334.96	C	C		
8.3.2.7.2	30 Amp Power Feed				\$7.31			\$4,935.66	C	C		
8.3.2.7.3	40 Amp Power Feed				\$8.83			\$5,961.10	C	C		
8.3.2.7.4	60 Amp Power Feed				\$15.63			\$10,557.33	C	C		
8.3.2.7.5	100 Amp Power Feed				\$26.37			\$17,806.34	C	C		
8.3.2.7.6	200 Amp Power Feed				\$49.09			\$33,146.31	C	C		
8.3.2.7.7	300 Amp Power Feed				\$77.19			\$52,120.67	C	C		
8.3.2.7.8	400 Amp Power Feed				\$109.60			\$74,004.44	C	C		
8.3.2.8	Intentionally Left Blank											
8.3.2.9	Cageless Bay Fees											
8.3.2.9.1	Bay, per Bay							\$2,034.56		1		
8.3.2.9.2	2.5" Spacer Fee, per Spacer							\$274.95		1		
8.3.2.9.3	5" Spacer Fee, per Spacer							\$288.89		1		
8.3.3	Floor Space Lease, per Square Foot				\$3.02				C			
8.4 Caged Physical Collocation												
8.4.1	Planning and Engineering											
8.4.1.1	Quote Preparation Fee, per Collocation							\$4,539.46		C, 6		
8.4.2	Space Construction and Site Preparation											
8.4.2.1	Site Preparation Fee							ICB		C, 3		
8.4.2.2	Intentionally Left Blank											
8.4.2.3	Intentionally Left Blank											
8.4.2.4	Space Construction											
8.4.2.4.1	Cage: Up to 100 Sq. Ft.				\$54.43			\$36,755.70	C	C		
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.				\$48.32			\$32,629.55	C	C		
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.				\$59.60			\$40,246.31	C	C		
8.4.2.4.4	Cage: 301 to 400 Sq. Ft.				\$62.44			\$42,159.89	C	C		
8.4.2.5	Intentionally Left Blank											
8.4.2.6	-48 Volt DC Power Cable, per Feed											
8.4.2.6.1	20 Amp Power Feed				\$6.42			\$4,334.96	C	C		
8.4.2.6.2	30 Amp Power Feed				\$7.31			\$4,935.66	C	C		
8.4.2.6.3	40 Amp Power Feed				\$8.83			\$5,961.10	C	C		
8.4.2.6.4	60 Amp Power Feed				\$15.63			\$10,557.33	C	C		
8.4.2.6.5	100 Amp Power Feed				\$26.37			\$17,806.34	C	C		
8.4.2.6.6	200 Amp Power Feed				\$49.09			\$33,146.31	C	C		
8.4.2.6.7	300 Amp Power Feed				\$77.19			\$52,120.67	C	C		
8.4.2.6.8	400 Amp Power Feed				\$109.60			\$74,004.44	C	C		
8.4.3	Space Construction - Fencing Credit											
8.4.3.1	Cage: Up to 100 Sq. Ft.				(\$8.18)			(\$5,521.00)	C	C		
8.4.3.2	Cage: 101 to 200 Sq. Ft.				(\$10.19)			(\$6,883.87)	C	C		
8.4.3.3	Cage: 201 to 300 Sq. Ft.				(\$11.45)			(\$7,732.18)	C	C		
8.4.3.4	Cage: 301 to 400 Sq. Ft.				(\$12.65)			(\$8,538.78)	C	C		
8.4.4	Floor Space Lease, per Square Foot				\$3.02				C			
8.4.5	Intentionally Left Blank											
8.4.6	Intentionally Left Blank											
8.4.7	Intentionally Left Blank											
8.4.8	Grounding											
8.4.8.1	2 / 0 AWG, per Foot				\$0.0137			\$9.26	C	C		
8.4.8.2	1 / 0 AWG, per Foot				\$0.0241			\$16.30	C	C		
8.4.8.3	4 / 0 AWG, per Foot				\$0.0284			\$19.18	C	C		
8.4.8.4	350 kcmil, per Foot				\$0.0367			\$24.75	C	C		
8.4.8.5	500 kcmil, per Foot				\$0.0424			\$28.65	C	C		
8.4.8.6	750 kcmil, per Foot				\$0.0647			\$43.67	C	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 effective 12/29/04.
1	Rate not addressed in cost docket (estimated TELRIC)
3	ICB, Individual Case Basis.

	6	Preliminary QPF costs are included in the Caged & Cageless space construction charges. Engineering & planning charges are also included in the caged & cageless QPF. Upon completion of the construction, the QPF will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. Exhibit currently lists multiple QPFs based on the cost docket & what was approved in the AT&T intercon. agreement. CLEC may choose either QPF at this time.		
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