

**Qwest**  
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Seattle, Washington 98191  
(206) 398-2504  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

2006  
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UTILITIES COMMISSION



*Via Overnight delivery*

May 4, 2006

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

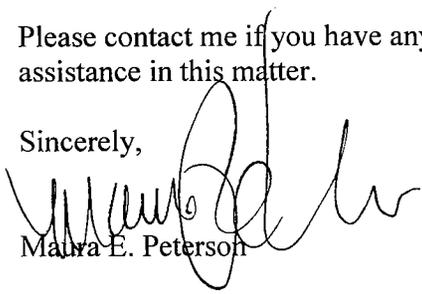
Re: Case No. QWE-T-02-2  
Application for Approval of Amendment to the Interconnection Agreement  
XO Communications Services, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

  
Maura E. Peterson

mep  
Enclosure  
cc: Service list

Adam L. Sherr (WSBA# 25291)  
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Adam.sherr@qwest.com

7:40  
2002-05-21 10:05  
PUBLIC UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION FOR APPROVAL OF  
AN INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.: QWE-T-02-2**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on February 28, 2002 (the "Agreement"). The Amendment with XO Communications Services, Inc. ("XO") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable XO to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 4th day of May, 2006.

**Qwest Corporation**



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Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20th day of April, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

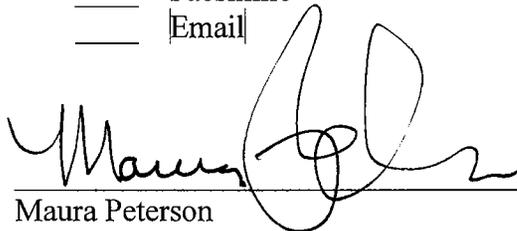
Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
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[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

Rex Knowles  
XO Communications  
111 East Broadway-Suite 1000  
Salt Lake City, UT84111

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

- Hand Delivery
- U. S. Mail
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- Email

  
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Maura Peterson  
Paralegal, Qwest Corporation

**Out of Hours Project Coordinated Installations Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
XO Communications Services, Inc. (f.k.a. XO Idaho, Inc.)  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. (f.k.a. XO Idaho, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission") on February 28, 2002, as referenced in Order No. 28964; 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 Out of Hours Project Coordinated Installations as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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 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**

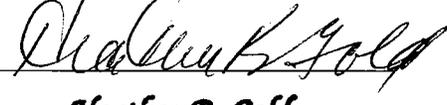
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

**XO Communications Services, Inc.**

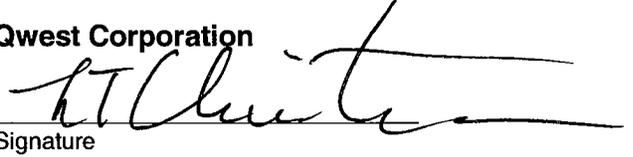
  
Signature

**Heather B. Gold**  
**SVP-Government Relations**  
Name Printed/Typed  
**XO Communications, Inc.**

\_\_\_\_\_  
Title

4/7/06  
Date

**Qwest Corporation**

  
Signature

**L. T. Christensen**  
Name Printed/Typed

**Director – Interconnection Agreements**  
Title

4/11/06  
Date

**ATTACHMENT 1**  
**OUT OF HOURS PROJECT COORDINATED INSTALLATIONS**

**Section 1. Ordering**

1.1 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for Enhanced Extended Loop (EEL) or Loop Mux Combination (LMC) Loops where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

1.1.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

1.1.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

**Section 2. Rate Elements**

2.1 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A of the Agreement, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Exhibit A to this Amendment.

**Exhibit A  
Idaho\***

Amendment			Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC	Notes
<b>9.20 Miscellaneous Charges</b>									
9.20.1	Additional Engineering, per Half Hour or fraction thereof								
9.20.1.1	Additional Engineering - Basic				\$31.74				B
9.20.1.2	Additional Engineering - Overtime				\$39.61				B
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof								
9.20.2.1	Additional Labor Installation - Overtime				\$9.02				B
9.20.2.2	Additional Labor Installation - Premium				\$18.05				B
9.20.3	Additional Labor Other, per Half Hour or fraction thereof								
9.20.3.1	Additional Labor Other - (Optional Testing) Basic				\$27.70				B
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime				\$36.98				B
9.20.3.3	Additional Labor Other - (Optional Testing) Premium				\$46.29				B
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof								
9.20.4.1	Testing and Maintenance - Basic				\$29.40				B
9.20.4.2	Testing and Maintenance - Overtime				\$38.57				B
9.20.4.3	Testing and Maintenance - Premium				\$49.16				B
9.20.5	Maintenance of Service, per Half Hour or fraction thereof								
9.20.5.1	Maintenance of Service - Basic				\$28.86				B
9.20.5.2	Maintenance of Service - Overtime				\$36.98				B
9.20.5.3	Maintenance of Service - Premium				\$46.29				B
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof								
9.20.6.1	Additional Cooperative Acceptance Testing - Basic				\$29.40				B
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime				\$39.28				B
9.20.6.3	Additional Cooperative Acceptance Testing - Premium				\$49.16				B
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof								
9.20.7.1	Nonscheduled Cooperative Testing - Basic				\$29.40				B
9.20.7.2	Nonscheduled Cooperative Testing - Overtime				\$39.28				B
9.20.7.3	Nonscheduled Cooperative Testing - Premium				\$49.09				B
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof								
9.20.8.1	Nonscheduled Manual Testing - Basic				\$29.40				B
9.20.8.2	Nonscheduled Manual Testing - Overtime				\$39.28				B
9.20.8.3	Nonscheduled Manual Testing - Premium				\$49.16				B
9.20.9	Intentionally Left Blank								
9.20.10	Intentionally Left Blank								
9.20.11	Additional Dispatch				\$87.98				B
9.20.12	Date Change				\$10.82				B
9.20.13	Design Change				\$73.99				B
9.20.14	Expedite Charge								
9.20.14.1	Designed Services, per Day				\$200.00				2
9.20.15	Cancellation Charge				ICB				3

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:  
 B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.

[2] Market-based rates.

[3] ICB, Individual Case Basis pricing.