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IDAHO PUBLIC
UTILITIES COMMISSION

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION fka U S WEST
COMMUNICATIONS, INC. AND COVAD
COMMUNICATIONS COMPANY FOR
APPROVAL OF AN INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C.
§252(e)

CASE NO.: USW-T-99-3

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

Qwest Corporation (“Qwest”) and Covad Communications Company (“Covad”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on April 22, 1999 (the “Agreement”). A copy of the Amendment 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.

Covad and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request 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 Covad to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Covad and Qwest further request 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. Expeditious approval would further the public interest.

Respectfully submitted this 28th day of July, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Harry L. Pliskin
Covad Communications Company

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of July, 2003, 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
Boise, Idaho 83720-0074
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Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Amendment for
Basic Installation with Cooperative Testing
to the
Interconnection Agreement
between
Qwest Corporation
and
DIECA Communications, Inc. d/b/a Covad Communications Company
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission on April 22, 1999, as referenced in Case No. USW-T-99-3, Order No. 28012 ("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

The Agreement is hereby amended by adding the terms, conditions and rates for Basic Installation with Cooperative Testing, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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 will 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 within three (3) business days after all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. Waivers of, 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

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, amendments or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

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.

**DIECA Communications, Inc. d/b/a
Covad Communications Company**



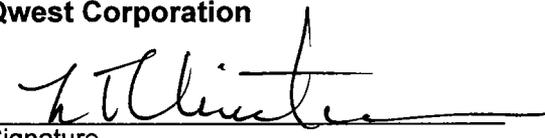
Signature

SUSAN JIN-DAVIS
Name Printed/Typed

Acting General Counsel
Title

July 17, 2003
Date

Qwest Corporation



Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

7/21/03
Date

ATTACHMENT 1**Basic Installation with Cooperative Testing**

1 Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A. Testing parameters are described below and in Qwest Technical Publication 77384.

1.1 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

1.1.1 For an existing End User, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop and exchange demarcation information.

1.1.2 For new End User service, Basic Installation with Cooperative Testing may require a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

1.1.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

Amendment				
			Recurring	Non-Recurring
				Notes
9 Unbundled Network Elements (UNEs)				
9.2 Unbundled Loops				
9.2.4 Loop Installation Charges for 2 & 4 wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.				
9.2.4.5 Basic Installation with Cooperative Testing				
First			\$142.10	#
Each Additional			\$94.09	#
9.2.5 DS1 Loop Installation Charges				
9.2.5.5 Basic Install with Cooperative Testing				
First			\$323.48	1
Each Additional			\$222.40	1
Notes				
# Denotes voluntary rate reduction.				
* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the Idaho Public Utilities Commission in Docket Number USW-T-96-15, Commission Order Number 27738, effective September 17, 1998.				
1 Rates addressed in Cost Docket 6/29/01 & 11/16/2001. (TELRIC)				