

Qwest

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07 APR - 3 10:10:40



Via UPS

April 4, 2001

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Re: Docket No. UT-980390
Request for Approval of DS1/DS3 Capable Loops Amendment to the
Interconnection Agreement between Qwest Corporation and Advanced TelCom,
Inc. dba Advanced TelCom Group

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of the DS1/DS3 Capable Loops Amendment to the Interconnection Agreement between Qwest Corporation and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"). Also enclosed are an original and five (5) copies of a Request for Approval of DS1/DS3 Capable Loops Amendment to the Interconnection Agreement.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

If you have any questions or need any further information, please contact my paralegal, Elizabeth Weber at (206) 398-2504.

Sincerely,

for Lisa A. Anderl

Enclosures

cc: Cheryl Moore (with pleading, without amendment)
Kathryn Thomas at ATG (with pleading, without amendment)

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OFFICE OF THE
SECRETARY
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of)	
DS1/DS3 Capable Loops Amendment to the)	Docket No. UT-980390
Interconnection Agreement Between Advanced)	
TelCom, Inc. dba Advanced TelCom Group and)	REQUEST FOR APPROVAL OF
Qwest Corporation)	DS1/DS3 CAPABLE LOOPS
)	AMENDMENT TO THE
)	INTERCONNECTION AGREEMENT

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest") and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached DS1/DS3 Capable Loops Amendment to the Interconnection Agreement executed on January 18 and 24, 2001 (the "Amendment"). This amendment supplements the original interconnection agreement between ATG and Qwest which was approved by the Commission on December 9, 1998 in this same docket.

1 The original Agreement set forth terms, conditions and prices under which Qwest agreed
2 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
3 additional features in each LATA in which both Qwest and ATG operate within the state of
4 Washington. The Agreement also had terms, conditions and prices under which the parties
5 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
6 for the purpose of offering telecommunications services. The Agreement stated that the pricing
7 for these services is subject to the outcome of the Commission's determination in the Generic
8 Pricing Docket, UT-960369, et al.

9 This Amendment was reached through voluntary negotiations between representatives of
10 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
11 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
12 requirements of the Commission's Interpretive and Policy Statement.

13 II. REASONS FOR APPROVAL

14 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
15 reached through negotiation and/or arbitration only if the Commission finds that:

- 16 1) The Agreement (or portions thereof) discriminates against a
17 telecommunications carrier not a party to the Agreement; or
- 18 2) The implementation of such Agreement or portion is not consistent with the
19 public interest, convenience and necessity.

20 Qwest and ATG respectfully submit that the Amendment provides no basis for either of
21 these findings and thus request that the Commission approve the Amendment expeditiously.

22 First, the Amendment does not discriminate against any other telecommunications carrier. There
23 is no finding that the terms of this Amendment are more favorable than terms provided to other

1 carriers.

2 Second, the Amendment is consistent with the public interest as identified in the pro-
3 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
4 Communications Commission. In addition, because this Agreement does not discriminate
5 against any other telecommunications carrier, state law policies prohibiting unreasonable
6 discrimination are preserved by approval of this Amendment.

7 For the foregoing reasons, Qwest and ATG submit that approval of this Amendment is
8 warranted because it satisfies the state and federal criteria for approval.

9 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

10 With respect to the Amendment, the Parties understand and agree that this Amendment
11 modifies the Agreement by adding terms, conditions and rates for DS1/DS3 Capable Loops as
12 set forth in Attachment 1 to the Amendment.

13 **IV. CONCLUSION**

14 For the foregoing reasons, Qwest and ATG respectfully request expeditious approval of
15 the Amendment. Both Parties request approval earlier than the 90 day time period
16 allowed for by the Interpretive and Policy Statement, in order to facilitate the immediate
17 availability of additional local exchange competition between Qwest and ATG.

18 Respectfully submitted this 4th day of April, 2001.

19 Qwest

20
21 /s/ Lisa A. Anderl
22 Lisa A. Anderl, WSBA No. 13236

**DS1/DS3 Capable Loops Amendment
to the Interconnection Agreement
Between
Qwest Corporation
and
Advanced TelCom, Inc. dba Advanced TelCom Group
for the State of Washington**

This is the DS1/DS3 Capable Loops Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, ATG and Qwest entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties entered into previous amendments that have been 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:

1. Amendment Terms.

The Agreement is hereby amended by adding DS1 and DS3 Capable Loops as shown on Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ATG must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ATG will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered

except by written instrument executed by an authorized representative of both Parties.

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.

**Advanced TelCom, Inc. dba Advanced
TelCom Group**

Kathryn L. Thomas
Signature

Kathryn L. Thomas
Name Printed/Typed

VP. Regulatory & Public Policy
Title

January 18, 2001
Date

Qwest Corporation

Pat J. Holt
Signature

Patrick D. Holt
Name Printed/Typed

Director wholesale Markets
Title

01/24/01
Date

ATTACHMENT 1
DS1/DS3 CAPABLE LOOPS

1.0 DS1/DS3 Capable Loops

1.1 Digital Capable or Qualified Loops - DS1 or DS3 capable. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.

1.1.1 Qwest shall provide other unbundled fiber and high capacity loops, to CLEC where facilities are available and existing on an ICB basis. Such loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

1.2 For DS1 or DS3 Capable Loop, Qwest will provide access to the existing electronics at both ends including any intermediate repeaters.

1.2.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

1.2.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

1.3 Qwest is not obligated to provision DS1 or DS3 capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.

1.4 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered, the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

1.4.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

1.4.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets basic required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

1.4.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

Digital Capable Loops

DS1 Capable Loops

Access, Errored Second and Severely Errored Second Testing

DS3 Capable Loops

Access, Errored Second and Severely Errored Second Testing per ANSI Standard T1.510

1.4.4 Coordinated Installation without Testing for Existing Service.

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing Qwest or other CLEC end user changing to CLEC, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, Qwest will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, Qwest will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

1.5 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section of the Agreement.

1.6 DS1 and DS3 capable Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.

2.0 Rate Elements

2.1 Digital Capable Loops - DS1 capable Loops. DS1 capable Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's Premises to a Qwest CO-NI. DS1 capable unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

2.2 Unbundled Loop recurring monthly rates for Digital Capable Loops, including DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

2.3 Unbundled Loop non-recurring charges for Digital Capable Loops, including DS1 and DS3 capable Loops - described in Exhibit A, include the following:

- (a) Installation charges;
- (b) Conditioning charge.

2.4 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing.

3.0 Ordering Process

3.1 DS1 and DS3 Capable Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement.

3.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of the Agreement.

3.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

3.4 The installation intervals for DS1 and DS3 Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

3.5 Installation intervals for DS1 and DS3 Capable Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

3.6 Twenty-four (24) Calendar day Interval for Line Conditioning requires CLEC to use the Raw Loop Data Tool (RLD). The RLD is required to verify the availability and status of the local loop facility prior to the CLEC submitting any order requiring a conditioned loop.

3.6.1 When load coils and bridged tap do NOT exist CLEC will request the standard due date interval, upon receipt of a complete and accurate LSR.

3.6.2 When load coils and/or bridged taps do exist CLEC will request the twenty-four (24) calendar day desired due date. CLEC may pre-approve line conditioning on the LSR and agrees to pay any applicable charges.

4.0 Maintenance and Repair

4.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, CLEC shall be assessed the applicable time and materials charges.

4.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

4.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a trouble isolation charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

**EXHIBIT A
WASHINGTON
DS1/DS3 CAPABLE LOOPS**

	Recurring	Non-recurring
1.0 Cable Unloading		\$304.12
2.0 Bridge Tap Removal		\$147.37
3.0 DS1 Capable Loop	\$97.09	
4.0 DS3 Capable Loop	\$1083.46	
5.0 DS1 Loop Installation Charges		
5.1 Basic Installation		
First Loop		\$145.67
Each Additional Loop		\$114.53
5.2 Basic Installation with Performance Testing		
First Loop		\$332.94
Each Additional Loop		\$279.24
5.3 Coordinated Installation with Cooperative Testing		
First Loop		\$371.14
Each Additional Loop		\$316.86
5.4 Coordinated Installation without Cooperative Testing		
First Loop		\$150.52
Each Additional Analog Loop		\$119.37
6.0 DS3 Loop Installation Charges		
6.1 Basic Installation		
First Loop		\$145.67
Each Additional Loop		\$114.53
6.2 Basic Installation with Performance Testing		
First Loop		\$332.94
Each Additional Loop		\$279.24
6.3 Coordinated Installation with Cooperative Testing		
First Loop		\$371.14
Each Additional Loop		\$316.86
6.4 Coordinated Installation without Cooperative Testing		
First Loop		\$150.52
Each Additional Analog Loop		\$119.37