

**Collocation Available Inventory Amendment  
to the  
Interconnection Agreement  
between  
Qwest Corporation  
and  
DIECA Communications, Inc. dba Covad Communications Company  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. dba Covad Communications Company ("CLEC"), a Virginia corporation. CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of Washington, that was approved by the Washington Utilities and Transportation Commission ("Commission") on April 22, 1998, as referenced in Docket No. UT-980312 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding 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 are hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms**

This Amendment is made in order to add to the Agreement the terms and conditions for Collocation Available Inventory, as set forth in the Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; 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 within three (3) business days after all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. 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.

**4. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 Amendment.

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**

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Business Policy  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### Collocation Available Inventory

#### 1.0 Description

1.1 Collocation Available Inventory provides the availability of returned collocation sites and elements, which are posted on the "Collocation Classifieds" web site. Available sites will be posted on the "Collocation Classified" web site: <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>. Qwest Available Inventory and CLEC Available Inventory are available. CLEC controlled sites are eligible for a Transfer of Responsibility.

1.2 Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list. Sites will be offered "AS IS, WHERE IS." CLEC may request to modify or complete the reissued site to the CLEC's specifications. Additional elements or space (where available) may be ordered with the acquisition of the available site, however CLECs can not reduce any elements until the available site is accepted.

#### 2.0 Terms and Conditions

2.1 The offering of a collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a commission-approved Interconnection Agreement covering the specific type of collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement. CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges will be treated as an exception and the existence of formally disputed charges will not preclude a CLEC from requesting and receiving a requested site from the Qwest Available Inventory List.

2.2 All services that were previously connected to the collocation (e.g. Unbundled Network Elements, CLEC to CLEC, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. To ensure timely availability of returned collocation space to other CLECs, Qwest will use reasonable efforts to ensure that the vacating CLEC timely disconnects all services from the collocation.

2.3 Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Collocation Transfer of Responsibility Product offering.

#### 3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Vacating CLEC's may receive a potential refund from sale of available/discounted sites based on outstanding Nonrecurring charges, amounts for reimbursable elements and transfer fees.

3.2 The following items are charged to a CLEC purchasing a site from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before work begins.

3.2.1 Quote Preparation Fee (QPF) - Found in CLEC's existing Interconnection Agreement.

3.2.2 Reusable Elements are those Qwest inventoried components used to provision the collocation site. The quote will be for all components used to install the collocation space. These elements include Qwest inventoried components (i.e. cage, bays, HVAC, cable racking) to provision the original collocation site.

3.2.2.1 Nonrecurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC, based on the assuming CLEC's Interconnection agreement.

3.2.3 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. This includes any reusable termination cabling that is part of the available site. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to collocation site, i.e. Express Fiber Entrances).

3.2.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Interconnection Agreement without a discount.

#### **4.0 Ordering**

4.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>

4.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the Wholesale Project Manager (WPM) notifies the Collocation Project Management Center (CPMC) that all prerequisites for this request to have been met.

4.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals in the CLEC's Interconnection Agreement.

4.4 For purposes of first-come, first-served determination of availability, priority will be defined by the date and time the complete application is received by [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

4.5 CLECs should submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

## EXHIBIT A

<b>Amount of Nonrecurring charges paid by original CLEC</b>	<b>Refund to original CLEC</b>
100%	Full pass through of charges collected from the assuming party, minus carrying charge retained by Qwest.
50%	All charges collected from the assuming party will be retained by Qwest to recover amount unpaid.