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NEW APPLICATION

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July 24, 2001

T-01051B-01-0586

T-03601A-01-0586

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Re: In the Matter of the Application of Qwest Corporation for Approval of a DS1 and DS3 Capable Loops Amendment to the Interconnection Agreement with XO Arizona, Inc., formerly known as Nextlink Arizona, Inc.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Third Amendment to Interconnection Agreement between Qwest Corporation ("Qwest") and XO Arizona, Inc., formerly known as Nextlink Arizona, Inc. ("XO").

The Amendment is made in order to add terms and conditions for DS1 and DS3 Capable Loops as set forth in Attachment 1 of the Amendment. The Arizona Corporation Commission approved the underlying Agreement between Qwest and XO on November 25, 1998, Docket No. T-01051B-98-0566, Decision No. 61261 on March 1, 2000. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

FENNEMORE CRAIG

Docket Control
July 24, 2001
Page 2

Sincerely,

FENNEMORE CRAIG



Darcy Renfro

Enclosures

cc: Director, Regulatory and External Affairs, XO Arizona, Inc.
Director, Regulatory and Public Policy, XO Arizona, Inc.
Deborah Scott, Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1207557.1/67817.179

**Amendment for
DS1 and DS3 Capable Loops
to the Interconnection Agreement
Between
XO Arizona, Inc.
and
Qwest Corporation**

This Amendment ("Amendment") is made and entered into by and between XO Arizona, Inc. ("CLEC") and Qwest Corporation (formerly known as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (the "Agreement") that was approved by the Arizona Corporation Commission ("Commission");

WHEREAS, CLEC and Qwest desire to amend the Agreement by adding the rates, terms and conditions contained herein that will be applicable only to DS1 and DS3 capable loops;

WHEREAS, the Agreement addresses loop types other than DS1 and DS3 capable loops and the parties here do not intend to alter the terms, conditions and rates applicable to other types of loops or other provisions of the Agreement; and

WHEREAS, the parties are willing to accept the terms, conditions and rates in the Amendment, but only if the Amendment applies only to DS1 and DS3 capable loops and not other types of loops or other provisions of the Agreement.

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.

This Amendment is made in order to add the rates, terms and conditions for DS1 and DS3 Capable Loops as set forth in Attachment 1 to this Amendment. Any references to other kinds of loops in the Amendment, including, but not limited to, ISDN, IDSL and ADSL loops are to be disregarded, and the Amendment has no application to or effect on the terms, conditions and rates applicable to loop types other than DS1 and DS3 capable loops.

2. Agreement Terms.

The terms, conditions and rates applicable to loops other than DS1 and DS3 capable loops are set forth solely in the Agreement (including other amendments thereto), and this Amendment has no effect on the provisions applicable to such other kinds of loops or any other provisions of the Agreement (including other amendments thereto).

3. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate 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 Customer 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.

4. Further Amendments.

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 Arizona, Inc.



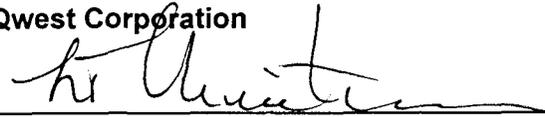
Authorized Signature

R. Gerard Salemm
Name Printed/Typed

Senior Vice President
Title

5-10-01
Date

Qwest Corporation



Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

5/24/01
Date

ATTACHMENT 1

1. Unbundled Loops

1.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, IDSL, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

1.2 Terms and Conditions

- 1.2.1 Qwest shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.
- 1.2.2 Digital Capable or Qualified Loops-Basic Rate ISDN, IDSL, DS1 or DS3 capable and ADSL. 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.
- 1.2.2.1 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.
- 1.2.3 When CLEC requests a non-loaded Unbundled Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the nonrecurring charge will not apply. Placement

of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

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

1.2.4.1 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.

1.2.4.2 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).

1.2.5 Qwest is not obligated to provision BRI-ISDN, IDSL, DS1 or DS3 capable or ADSL 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.

1.2.6 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

1.2.6.1 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.

1.2.6.2 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.

1.2.6.3 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

1.2.6.4 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.

- 1.2.7 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.
- 1.2.8 Unbundled 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.
- 1.2.9 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.
- a) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.
 - b) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.
- 1.2.10 Facilities and lines furnished by Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said Premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.

- 1.2.11 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at CLEC's end user premises.
- 1.2.12 When requested by Qwest, CLEC must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC to provide service to that end-user location.

1.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Amendment.

- 1.3.1 Digital Capable Loops - Basic rate ISDN, IDSL and DS1 capable Loops. Basic rate ISDN, IDSL and 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. Basic Rate ISDN, IDSL and 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.
- 1.3.2 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.
- 1.3.3 Unbundled Loop nonrecurring charges for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops - described in Exhibit A, include the following:
 - a) Installation charges;
 - b) Conditioning charge.
- 1.3.4 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. Rates are found in Exhibit A.
- 1.3.5 Out of Hours Coordinated Installations

- 1.3.5.1 For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.
- 1.3.5.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.
- 1.3.5.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.
- 1.3.5.4 The date and time for out of hours coordinated installations may need to be negotiated between Qwest and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).
- 1.3.5.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.
- 1.3.5.6 Qwest will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that Qwest has received the service request. The FOC does not indicate that Qwest has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.
- 1.3.6 CLEC is responsible for its own end user base and has responsibility for resolution of service problems. CLEC will perform trouble isolation on Unbundled Networks Elements prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve service problems. When the trouble is not in Qwest's network, the trouble report will be referred back to CLEC and Defective Service Isolation Charges will apply.

1.4 Ordering Process

- 1.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement.

- 1.4.2 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.
- 1.4.3 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.
- 1.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital 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.
- 1.4.5 Installation intervals for Unbundled 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).
- 1.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops, IDSL, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B to this Amendment.
- 1.4.7 CLEC can request access to existing fiber and other high capacity loops through the BFR process.
- 1.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- 1.4.9 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.
 - 1.4.9.1 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.
 - 1.4.9.2 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.

1.5 Maintenance and Repair

- 1.5.1 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.
- 1.5.2 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.
- 1.5.3 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
Arizona

		Recurring	Non- Recurring	Notes
9.2.2.3	Cable Unloading/Bridge Tap Removal		\$114.80	1
9.2.3	Digital Capable Loops			
9.2.3.2	DS1 Capable Loop	\$106.87	See Installation options, Sections 9.2.5	1
9.2.3.3	DS3 Capable Loop	\$1,152.00	See Installation options, Sections 9.2.6	1
9.2.3.4	2-Wire Extension Technology	\$6.75		
9.2.5	DS1 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 - 9.2.3 above.		
9.2.5.1	Basic Installation			
	First Loop		\$149.62	1
	Each Additional		\$117.63	1
9.2.5.2	Basic Installation with Performance Testing			
	First Loop		\$341.96	1
	Each Additional		\$286.80	1
9.2.5.3	Coordinated Installation with Cooperative			
	First Loop		\$381.19	1
	Each Additional		\$325.44	1
9.2.5.4	Coordinated Installation without Cooperative Testing			
	First Loop		\$154.59	1
	Each Additional		\$122.60	1
9.2.5.5	Basic Install With Cooperative Testing			
	First Loop			Under Development
	Each Additional			Under Development
9.2.6	DS3 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 - 9.2.3 above.		
9.2.6.1	Basic Installation			
	First Loop		\$149.62	1
	Each Additional		117.63	1
9.2.6.2	Basic Installation with Performance Testing			
	First Loop		\$341.96	1
	Each Additional		\$286.80	1
9.2.6.3	Coordinated Installation with Cooperative			
	First Loop		\$381.19	1
	Each Additional		\$325.44	1
9.2.6.4	Coordinated Installation without Cooperative Testing			
	First Loop		\$154.59	1
	Each Additional		\$122.60	1
9.2.6.5	Basic Install With Cooperative Testing			
	First Loop			Under Development

Exhibit A
Arizona

Each Additional			Under Development	

NOTES:

* Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Order Number 60635 in Cost Docket (Consolidated Arbitrations) Number U-3021-96-448, effective January 30, 1998.

[1] Rates not addressed in Arizona Cost Docket (Consolidated Arbitrations). (TELRIC based where required.)

**EXHIBIT B
SERVICE INTERVAL TABLES**

1. Unbundled Loops Service Interval Table:

a) Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

b) Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB