



TC05-102

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**Melissa Thompson**  
Senior Attorney

July 11, 2005

**RECEIVED**

JUL 15 2005

Pamela Bonrud, Executive Director  
Public Utilities Commission of the State of South Dakota  
500 East Capitol Avenue  
Pierre, SD 57501

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

*Elec. Rec'd 7/14/05*

Re: Collocation Joint Inventory Visit Amendment No. 3 to Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc. for the State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original executed copy of the Collocation Joint Inventory Visit Amendment No. 3 to the Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc. for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on May 13, 2004, in Case No. TC04-080.

Contact information for AT&T Communications of the Midwest, Inc. is as follows:

Mitchell H. Menezes  
Chief Commercial Counsel  
AT&T Corp.  
1875 Lawrence St., Room 15-21  
Denver, CO 80202  
Telephone: 303-298-6493

Michael Hydock  
District Manager Local Service  
And Access Management  
AT&T Corp.  
1875 Lawrence St., Room 8-19  
Denver, Co 80202  
Telephone: 303-298-6769

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return it to us for our files.

Pamela Bonrud, Executive Director  
July 11, 2005  
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Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa K. Thompson", with a long, sweeping horizontal line extending to the right.

Melissa K. Thompson

Enclosures

cc: Colleen Sevold (w/o enclosure)  
Mitchell H. Menezes (w/o enclosure)  
Michael Hydock (w/o enclosure)

**Collocation Joint Inventory Visit Amendment No. 3  
to the Interconnection Agreement between  
Qwest Corporation and  
AT&T Communications of the Midwest, Inc.  
for the State of South Dakota**

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This is an Amendment ("Amendment") for Collocation Joint Inventory Visit to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Midwest, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was 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:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Joint Inventory Visit as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

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.

**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 Attachment 1 and Exhibit A 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.

**AT&T Communications of the  
Midwest, Inc.**

Cynthia Batchelder  
Signature

Cynthia Batchelder  
Name Printed/Typed

Carrier Relations Vice President  
Global Access Management  
Title

June 15, 2005  
Date

**Qwest Corporation**

Steven Hansen  
Signature

Steven Hansen  
Name Printed/Typed

VP – Wholesale  
Title

6/24/05  
Date

## **ATTACHMENT 1**

### **Collocation Joint Inventory Visit**

#### **1.0 Description**

1.1 Collocation Joint Inventory Visit allows a CLEC to request a comprehensive visit with Qwest at an existing CLEC central office Collocation site. The purpose of this Joint Inventory Visit is to perform a complete inventory of a CLEC collocation site including the review of: space, power, terminations, synchronization, administrative lines, all collocated virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing

1.2 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. The inventory will be documented and any deviations (e.g., between the inventory and the Qwest billing for the collocation site) identified on a "Collocation-Joint Inventory Visit Form. This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided prior to the wrap-up conference call. One possible corrective action may be that Qwest would adjust its billing to CLEC for the inventoried collocation site to insure that the billing reflects only the inventoried items.

#### **2.0 Terms**

2.1 Joint Inventory Visit is available for any Central Office premise type of Collocation.

2.2 Joint Inventory Visit quote will be communicated from the Qwest Collocation Project Management Center (CPMC) via email to the CLEC and followed by an invoice requiring 100% payment. Quotes are sustainable upon receipt, since the shortened timeframe requires immediate processing by Qwest. Although the process for Joint Inventory Visit calls for a quote, the Parties acknowledge that the aggregate of all charges associated with Joint Inventory Visit, including the quote, shall not exceed the amount of the Joint Inventory Visit Fee set forth in Exhibit A.

2.3 The visits will be conducted during normal business hours defined as: Monday through Friday from 8am to 5pm local time excluding Qwest recognized holidays.

2.4 The Qwest employee conducting the visit will be a management employee knowledgeable about the collocation of telecommunications services. The Qwest representative will be identified by a State Interconnect Manager (SICM).

2.5 The overall process for a Collocation Joint Inventory Visit will be sixty (60) Days from receipt of a valid and complete application to completion of the wrap-up conference call.

2.6 A maximum of two scheduling visits will be planned per application subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit

by CLEC will result in CLEC being billed and no deliverables received.

### **3.0 Ordering**

3.1 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at <http://www.qwest.com/wholesale/pcat/collocation.html#imp>.

3.2 Each site requested will require a separate application form. A site is defined as each eleven digit CLLI code location.

3.3 CLEC will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business Day.

### **4.0 Rate Elements**

4.1 The pricing for this process is a state specific nonrecurring charge identified in Exhibit A.

Exhibit A

***Joint Inventory Visit Fee Rate Elements***

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Qwest 14 States

			Unit	Non-Recurring	Recurring
<b>Joint Inventory Visit Fee</b>			<b>Per Visit</b>	<b>\$ 1,610.12</b>	