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CARL J. LUMLEY
PRINCIPAL

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November 27, 2002

RECEIVED⁴

DEC 02 2002

*Records
Public Service Commission*

Secretary of the Commission
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102-0360

Via Federal Express
8357 3339 7524

Re: Amendment to Covad/SWBT Interconnection Agreement

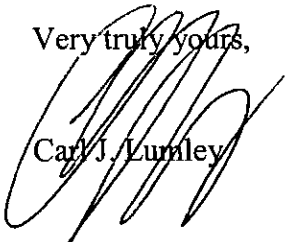
Dear Secretary of the Commission:

Enclosed herewith you will find an original and 9 copies of an Amendment to the Interconnection Agreement between our client Covad Communications Company and Southwestern Bell Telephone, L.P. This amendment incorporates the Performance Measures provisions (Attachment 17 and appendices) of the Missouri 271 Agreement (M2A) into the Covad/SWBT agreement. The Covad/SWBT agreement was approved in Case No. TO-2001-4. Because the amendment incorporates provisions of the M2A, it is our understanding that it is deemed approved upon filing under the procedures established by the Commission in Case No. TO-99-227. The parties have agreed in the amendment (paragraph (2)) that it is to take effect 30 days after execution on October 30, 2002, making the effective date November 29, 2002. The pages of the amendment are numbered sequentially (928-35), to follow the last page of the current agreement.

Also enclosed are 10 duplicate copies of an amendment that was previously filed on February 8, 2002, with sequentially numbered pages (924-27). It does not appear that the copy on file is currently numbered.

Thank you for your attention to this matter. Please contact the undersigned if there are any questions. Please return the extra copies of these items file stamped, in the enclosed self-addressed, postage paid envelope.

Very truly yours,


Carl J. Lumley

cc: Phil Ceguera, Covad (w/ encl)
Paul Lane, SBC (w/ encl)
General Counsel (w/ encl)
OPC (w/ encl)

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

by and between

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SOUTHWESTERN BELL TELEPHONE COMPANY**

AND

COVAD COMMUNICATIONS COMPANY

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The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company¹ and Covad Communications Company ("CLEC") is hereby amended as follows:

(1) Appendix Performance Measurements is hereby added to the Agreement and is attached hereto in its entirety and incorporated herein by this reference (Appendix Performance Measurements").

(2) The Parties understand and agree that the Appendix Performance Measurements is being incorporated into the Agreement to replace the Performance Measures, Remedies, and Audit Rights (collectively "Performance Measure Provisions") set forth in the Parties' 13-State Amendment ("Sam Adams Amendment"), which was previously incorporated into the Agreement and became effective between the Parties in Missouri on March 2, 2001. Specifically, pursuant to Paragraph 5 of the Parties' Sam Adams Amendment, Covad may, on a one-time state-specific basis, elect to opt into the Performance Measures and Remedies Plan (including any audit rights), if any, adopted for general CLEC use by the state regulatory commission. Therefore, the parties agree that 30 days following execution of this amendment by both parties, the attached Appendix Performance Measurements shall supersede and replace the Performance Measure Provisions set forth in the Parties' Sam Adams Amendment and the Performance Measure Provisions shall no longer be applicable in Missouri, nor available for election by Covad for use in Missouri. Finally, the Parties understand and agree that this Amendment constitutes Covad's one-time election as to the state of Missouri under Paragraph B.5. of the Parties' Sam Adams Amendment and further, that Paragraph 3 of the Sam Adams Amendment is applicable to such election.

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SWBT reserves its right to exercise its option at any time in the future to adopt on a date specified by SWBT the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that any of the rates, terms and/or conditions herein or in the underlying Agreement, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement necessary to effectuate any such invalidation, modification or stay. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission (MO-PSC).

9/17/02

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30th day of October, 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Covad Communications Company**Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**By: By: Title: Senior VP, Secretary & General CounselTitle: President - Industry MarketsName: Brad Sonnenberg
(Print or Type)Name: Mike Auinbauh
(Print or Type)Date: 10/17/02Date: OCT 30 2002

**APPENDIX
PERFORMANCE MEASUREMENTS
(SWBT- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell, Pacific Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, SBC-SWBT, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC-SWBT is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and SBC-SWBT does not at this time so agree.

- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, SBC-SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes , services, systems or connectivity.

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FEB 08 2002

Records
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Mark P. Johnson
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February 7, 2002

VIA FEDERAL EXPRESS

Mr. Dale H. Roberts
Executive Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, Missouri 65102-0360

FILED³
FEB 08 2002
Missouri Public
Service Commission

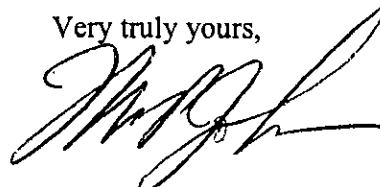
RE: In the Matter of the Application of DIECA Communications, Inc., d/b/a Covad Communications Company, for Approval of Modifications to Interconnection Agreement with Southwestern Bell Telephone Company

Dear Mr. Roberts:

Please find enclosed the original and eight copies of the Application of DIECA Communications, Inc., d/b/a Covad Communications Company, for approval of modifications to its Interconnection Agreement with Southwestern Bell Telephone Company. Thank you in advance for bringing this Application to the Commission's attention.

By copy of this letter, I have served two copies of the enclosed Application on the Office of Public Counsel.

Very truly yours,



Mark P. Johnson

MPJ/rgr
Enclosures
cc: Office of the Public Counsel (w/enclosures)

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DEC 02 2002

Records
Public Service Commission

IA 20020044 924

AMENDMENT NO. ____

TO INTERCONNECTION AGREEMENT - MISSOURI

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

COVAD COMMUNICATIONS COMPANY

The Interconnection Agreement-Missouri ("the Agreement") by and between Southwestern Bell Telephone Company and Covad Communications Company ("CLEC") is hereby amended as follows:

- (1) The following terms and conditions relating to IDSL Loop(s) are hereby added as Section 4.1.4 of Attachment xDSL to the Agreement:

4.1.4 **SBC-SWBT & SBC-AMERITECH** only: IDSL Loop: An IDSL Loop for purposes of this Section is a 2-wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in Appendix UNE and Attachment xDSL of this Agreement. SBC-Ameritech or SBC-SWBT will perform additional acceptance testing on the loop to insure that the loop is compatible with and will support the IDSL technology. There is no additional charge for this testing. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Section 11.1 of this Attachment shall apply to this IDSL Loop.

The revised Attachment xDSL - MO is incorporated herein by this reference.

- (2) Section 11.1 of Attachment xDSL - MO to the Agreement is hereby amended to incorporate the following recurring and nonrecurring rates for the IDSL Loop:

<u>IDSL Loop</u>	<u>Recurring</u>	<u>Non-Recurring</u>	
		<u>Initial</u>	<u>Additional</u>
Zone 1	\$25.79	\$57.77	\$30.22
Zone 2	\$42.10	\$57.77	\$30.22
Zone 3	\$58.44	\$57.77	\$30.22
Zone 4	\$41.44	\$57.77	\$30.22

The revised Attachment xDSL - MO is incorporated herein by this reference.

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission.
- (6) In the event of any conflict between this Amendment and the 13-State Amendment ("the Sam Adams Amendment") to this Agreement which was previously approved by the Missouri Public Service Commission on March 2, 2001, the rates, terms and conditions of the Sam Adams Amendment shall supersede and control.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 31st day of December, 2001, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Covad Communications
Company**

***Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: [Signature]

By: [Signature]

Title: VP & General Counsel

Title: President - Industry Markets

Name: Dhruv Khanna
(Print or Type)

Name: David Kerr
(Print or Type)

Date: Dec. 19, 2001

Date: DEC 31 2001

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SWBT does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, or any other decisions or proceedings, including its right to seek legal review or a stay of any decisions and its rights contained in the Interconnection Agreement. SWBT further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, SWBT does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SWBT the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.