
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.

- If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB _____

YES, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

**Unbundled Dedicated Interoffice Transport (UDIT) Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
Rio Communications, Inc.
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Rio Communications, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on January 6, 1998, as referenced in Docket No. ARB-47, Order No. 98-014 ("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 is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the terms, conditions and rates for Unbundled Dedicated Interoffice Transport (UDIT), as set forth in Attachment 1 and Exhibits A and B, attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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 when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

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.

4. Change of Law

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending,

and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition, but not in limitation of Section A above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

5. 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.

Rio Communications, Inc.

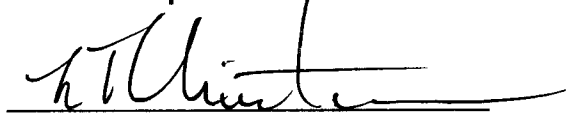

Authorized Signature

Brad Schaffers
Name Printed/Typed

President / Gen
Title

8.15.03
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

10/15/03
Date

ATTACHMENT 1

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem Switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and 28 DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and 24 DS0 signals terminated at a Demarcation Point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.1.3 In conjunction with an E-UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver three (3) DS3s or 84 DS1s; at OC12 a payload of four (4) 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of four (4) OC12s or sixteen (16) OC3s or forty-eight (48) DS3s.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work. Such Cross Connections will not be required of CLEC when CLEC orders a continuous Dedicated Transport element from one point to another.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section of the Agreement, CLEC may utilize any form of Collocation for UDIT that terminates in Qwest Wire Centers. If regeneration is required only between the UDIT termination point (the DSX Panel or equivalent) and CLEC's Collocation, CLEC must order such regeneration.

9.6.2.4 CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in the UNE Combinations Section of the Agreement.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to the CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.5.1 If electronics are not available at the CLEC's end of the facility, Qwest will build facilities dedicated to the CLEC if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide service or its Eligible Telecommunications Carrier (ETC) obligation to provide basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.6.7 of this Amendment.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow termination of an EUDIT on the electronics and card the electronics to permit EUDIT to have the full features and

functionalities of the electronics.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element.
- d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) DS1 EUDIT Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- e) DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies

for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.
- e) OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.5.1 OC-48 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

e) OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization Provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Amendment.

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Amendment and include the following charges:

a) Recurring Remote Node Charge. The Remote Node at OC3, OC12 or OC48.

b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC3, OC12.

c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. By May 31, 2001, CLEC will be able to order a single end to end bandwidth facility comprised of UDIT and EUDIT on a single ASR. Ordering processes are contained in the Support Functions Section of the Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit B of this Amendment.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following

modifications to existing orders unless the need for such change is caused by Qwest:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or
- b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit B and CLEC cancels its order no later than ten (10) Days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of the Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the Demarcation Point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 Reserved for Future Use.

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's Demarcation Point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit B. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.6.7 Construction Charges

9.6.7.1 Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in the Agreement, that Network Element shall be deemed a UNE.

9.6.7.1.1 Pursuant to the terms & conditions contained in Qwest's Private Line Tariff or Price Lists, and not at UNE rates, and upon specific CLEC request, Qwest will add the equipment and electronics necessary to light existing Dark Fiber at the Qwest end of the Dark Fiber in the event that CLEC does not have access to the Dark Fiber (e.g. a Central Office where CLEC does not have an existing Collocation). Qwest will charge CLEC non-UNE rates for the equipment, electronics, and installation of equipment and electronics on Qwest's end of the Dark Fiber. During the period of time CLEC is utilizing such equipment and electronics, rebated will go into effect in the event that such electronics are utilized by Qwest for either its own Customers or other CLECs. Consistent with special construction, should extraordinary conditions arise which would effectively prevent Qwest's reasonably expected compliance with a facility construction request addressed in this paragraph, Qwest will provide the requesting CLEC with a clear explanation of the reasons for its refusal and, if possible, an estimate of the necessary costs to overcome those extraordinary conditions in order to make the construction possible.

Amendment				
Contract Notes				
1. This rate sheet reflects cost docket rates ordered by the Public Utility Commission of Oregon in Docket Nos. UM 773, UT 138 Phases II and III effective May 09, 2003.				
2. This rate sheet reflects the Wholesale Discount rate ordered by the Public Utility Commission of Oregon in Docket No. UM 962, Order No. 02-821 effective November 20, 2002.				
	Recurring Fixed	Recurring Per Mile	Non-Recurring	Notes
9 Unbundled Network Elements (UNEs)				
9.6 Unbundled Dedicated Interoffice Transport (UDIT)				
9.6.1 DS0 UDIT				
9.6.1.1 Manual			\$172.66	1XNRC
9.6.1.2 Mechanized			\$99.08	1XNRC
9.6.1.3 DS0 Over 0 to 8 Miles	\$28.67	\$.21		
9.6.1.4 DS0 Over 8 to 25 Miles	\$28.67	\$.21		
9.6.1.5 DS0 Over 25 to 50 Miles	\$28.67	\$.21		
9.6.1.6 DS0 Over 50 Miles	\$28.70	\$.14		
9.6.2 DS1 UDIT				
9.6.2.1 Manual			\$190.69	1XNRC
9.6.2.2 Mechanized			\$117.48	1XNRC
9.6.2.3 DS1 Over 0 to 8 Miles	\$45.79	\$4.14		
9.6.2.4 DS1 Over 8 to 25 Miles	\$45.79	\$4.14		
9.6.2.5 DS1 Over 25 to 50 Miles	\$45.79	\$4.14		
9.6.2.6 DS1 Over 50 Miles	\$46.36	\$2.39		
9.6.3 DS3 UDIT				
9.6.3.1 Manual			\$193.66	1XNRC
9.6.3.2 Mechanized			\$120.45	1XNRC
9.6.3.3 DS3 Over 0 to 8 Miles	\$331.53	\$51.57		
9.6.3.4 DS3 Over 8 to 25 Miles	\$331.53	\$51.57		
9.6.3.5 DS3 Over 25 to 50 Miles	\$331.53	\$51.57		
9.6.3.6 DS3 Over 50 Miles	\$339.34	\$34.10		
9.6.4 OC-3 UDIT				
9.6.4.1 OC-3 Over 0 to 8 Miles	\$753.12	\$70.10		
9.6.4.2 OC-3 Over 8 to 25 Miles	\$753.12	\$70.10		
9.6.4.3 OC-3 Over 25 to 50 Miles	\$753.12	\$70.10		
9.6.4.4 OC-3 Over 50 Miles	\$753.12	\$86.86		
9.6.5 OC-12 UDIT				
9.6.5.1 OC-12 Over 0 to 8 Miles	\$2,133.93	\$139.44		
9.6.5.2 OC-12 Over 8 to 25 Miles	\$2,133.93	\$139.44		
9.6.5.3 OC-12 Over 25 to 50 Miles	\$2,133.93	\$139.44		
9.6.5.4 OC-12 Over 50 Miles	\$2,133.93	\$176.98		
9.6.6 OC-48 UDIT				
9.6.6.1 OC-48 Over 0 to 8 Miles	\$4,358.83	\$352.82		
9.6.6.2 OC-48 Over 8 to 25 Miles	\$4,358.83	\$352.82		
9.6.6.3 OC-48 Over 25 to 50 Miles	\$4,358.83	\$352.82		
9.6.6.4 OC-48 Over 50 Miles	\$4,358.83	\$450.92		
9.6.7 Channel Performance				
DS0 UDIT Low Side Channelization 9.6.7.1		\$13.82		
DS1/DS0 Low Side Channelization 9.6.7.2		\$7.98	Under Development	
9.6.8 Multiplexing				
9.6.8.1 DS3 to DS1		\$313.51	\$2,752.17	
9.6.8.2 DS1 to DS0		\$247.46	\$226.11	
9.6.9 Extended Unbundled Dedicated Interoffice Transport				
9.6.9.1 DS1 E-UDIT		\$94.40	\$372.67	
9.6.9.2 DS3 E-UDIT		\$496.98	\$372.67	
9.6.9.3 OC-3 E-UDIT		\$952.68	\$372.67	
9.6.9.4 OC-12 E-UDIT		\$1,386.81	\$372.67	
9.6.9.5 OC-48 E-UDIT		\$3,938.81	\$372.67	
9.6.10 UDIT Rearrangement				
9.6.10.1 Single Office			\$171.64	
9.6.10.2 Dual Office			\$215.90	
9.6.10.3 Hi-Cap Single Office			\$231.72	
9.6.10.4 Hi-Cap Dual Office			\$260.28	
9.6.11 Remote Node/Remote Port				
9.6.11.1 OC - 3				
OC-3 E-UDIT Remote Node		\$511.01		
DS1 Remote Port		\$3.90	\$201.98	
DS3 Remote Port		\$52.61	\$201.98	
9.6.11.2 OC - 12				
OC-12 E-UDIT Remote Node		\$959.74		
DS1 Remote Port		\$13.60	\$210.98	
DS3 Remote Port		\$35.39	\$201.98	
OC-3 Remote Port		\$111.14	\$201.98	
9.6.11.3 OC -48				
OC-48 E-UDIT Remote Node		\$3,423.57		
DS3 Remote Port		\$23.77	\$201.98	
OC-3 Remote Port		\$129.47	\$201.98	

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OC-12 Remote Port		\$510.24	\$201.98	
Notes				
<p>* Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC Docket Nos. UM 773 Order No. 02-355, UM 884 Order No. 97-239, UT-148/UM 963, Order No 00-481, UT 138 Ph II Order No 02-184, UT 138 Ph III Order No. 03-085</p>				
<p>1XNRC This rate sheet reflects cost docket rates (non-recurring charge only) ordered by the Public Utility Commission of Oregon in Docket Nos. UM 773, UT 138 Phases II and III effective May 09, 2003.</p>				

**Exhibit B
SERVICE INTERVAL TABLES**

Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	Zone 1: Five (5) business days	Four (4) hrs. Zone 1
		Zone 2: Six (6) business days	Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days	Four (4) hrs. Zone 1
		Zone 2: Seven (7) business days	Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days	Four (4) hrs. Zone 1
	Zone 2: Eight (8) business days	Four (4) hrs. Zone 2	
	25 or more	ICB	ICB
DS1	1 to 8	Zone 1: Five (5) business days	Four (4) hrs Zone 1
		Zone 2: Eight (8) business days	Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days	Four (4) hrs Zone 1
		Zone 2: Nine (9) business days	Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days	Four (4) hrs Zone1
Zone 2: Ten (10) business days		Four (4) hrs Zone 2	
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7) business days	Four (4) hrs Zone 1
		Zone 2: Nine (9) business days	Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
OC3 and Higher	1 or more Circuits	ICB	Four (4) hrs

NOTE: Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).