

**CLEC Requested UNE Construction (CRUNEC) Amendment
to the Interconnection Agreement between
Qwest Corporation and
ATL Communications dba Sunriver Telecom
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and ATL Communications dba Sunriver Telecom ("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 October 28, 1999, as referenced in Order No. 99-663 ("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:

Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for CRUNEC, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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.

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.

Entire Agreement

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.

**ATL Communications dba Sunriver
Telecom**

Heidi Christensen
Signature

HEIDI CHRISTENSEN
Name Printed/Typed

PRESIDENT
Title

10/26/04
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

11/2/04
Date

ATTACHMENT 1

CLEC Requested UNE Construction (CRUNEC)

1.0 Description

1.1 Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where CLEC may request Qwest to construct new facilities for use as Unbundled Network Elements (UNE). CRUNEC is not required for requests that can be resolved through facility work or assignments. Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL)
- Loop MUX Combination (LMC)
- Sub-Loop
- Unbundled Dark Fiber (UDF)
- Unbundled Dedicated Interoffice Transport (UDIT)
- Unbundled Local Loop
- Unbundled Network Elements-Platform (UNE-P)

2.0 Terms and Conditions

2.1 General

2.1.1 CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional requirements

2.1.2 State specific Terms and Conditions may apply.

2.1.3 To initiate the construction of additional facilities, CLEC must submit a CRUNEC request by contacting the Qwest Service Manager.

3.0 Rate Elements

3.1 Rates for CRUNEC

3.1.1 The Records Quote Prep Fee (RQPF) is a non recurring charge assessed before a preliminary review of records is completed. This fee is required to provide a high level overview of the cost of construction. The resulting quote should be used to assess the feasibility of CLEC in using the CRUNEC process. The estimate provided via RQPF process is based on records only and will not be binding. A credit for the RQPF will be applied to the cost of the CQPF (described in 3.1.2 below).

3.1.2 The Construction Quote Prep Fee (CQPF) is a nonrecurring charge assessed prior to preparing the CRUNEC quote. This fee is required to provide a specific quote

for the cost of construction. The resulting quote will reflect the amount the CLEC will pay should they agree to pursue construction. CLEC may choose this option after receipt of an RQPF, or may opt to pay for the CQPF at any time after receiving notification that facilities are not available to complete the service request. A credit for the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price.

3.1.3 Qwest retains the CQPF if the CLEC chooses not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, if the CLEC decides to discontinue the construction, Qwest will refund the CQPF payment, excluding expenditures already incurred for the work completed (Engineered, Furnished and Installed (EF&I)) on the requested UNE. Qwest will provide a brief description of the work completed.

3.1.4 The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction.

3.1.4.1 EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

3.1.5 Rates are available in the Price Sheet attached to this amendment.

4.0 Ordering Process

4.1 CRUNEC

4.1.1 If facilities are not available, requests are returned to CLEC with a message indicating facilities are not available and to contact CLECs Qwest Service Manager for options.

4.1.2 To initiate construction of facilities for UNE use, the CRUNEC process is used.

EXHIBIT A – OREGON RATES

		Recurring	Nonrecurring	Notes
9.*	CRUNEC			
	9.**	Records Quote Prep Fee (RQPF)	\$260.00	
	9.**	Construction Quote Prep Fee (CQPF)	\$1,500.00	