
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 NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

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

Docket ARB

Other: Please explain.

**Expedite Requests Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Pac-West Telecomm, Inc.
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Pac-West Telecomm, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Oregon Public Utility Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement 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 the terms, conditions and rates for Expedite Requests, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to 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.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

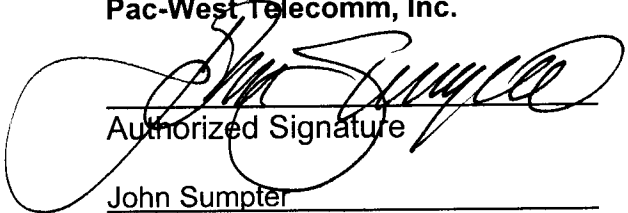
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

Pac-West Telecomm, Inc.



Authorized Signature

John Sumpter

Name Printed/Typed

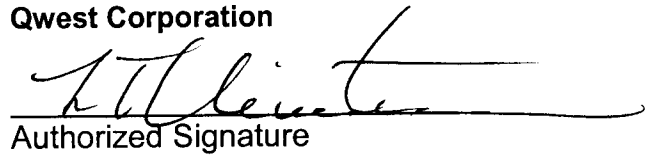
Vice President, Regulatory

Title

3/23/2006

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

3/27/06

Date

ATTACHMENT 1 EXPEDITE REQUESTS

Definitions

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

Expedite Requests for LIS Trunk Orders

7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.

Expedite Requests for Designed Unbundled Network Elements

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

**Exhibit A
Oregon***

New		Recurring	Recurring, per Mile	Non-Recurring	Notes
Rec	Mile	NRC, per Mile	NRC		
7.8 Miscellaneous Charges					
7.8.1	Expedite Charge (LIS Trunks)			ICB	3
7.8.2	Cancellation Charge (LIS Trunks)			Qwest's Oregon Access Service Tariff	
7.8.3	Additional Testing (LIS Trunks)			Qwest's Oregon Access Service Tariff	
9.20 Miscellaneous Charges					
9.20.1	Additional Engineering, per Half Hour or fraction thereof				
9.20.1.1	Additional Engineering - Basic			\$34.40	12
9.20.1.2	Additional Engineering - Overtime			\$45.21	12
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof				
9.20.2.1	Additional Labor Installation - Overtime			\$14.86	12
9.20.2.2	Additional Labor Installation - Premium			\$19.81	12
9.20.3	Additional Labor Other, per Half Hour or fraction thereof				
9.20.3.1	Additional Labor Other - (Optional Testing) Basic			\$30.68	12
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime			\$40.84	12
9.20.3.3	Additional Labor Other - (Optional Testing) Premium			\$51.01	12
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof				
9.20.4.1	Testing and Maintenance - Basic			\$30.29	12
9.20.4.2	Testing and Maintenance - Overtime			\$40.72	12
9.20.4.3	Testing and Maintenance - Premium			\$51.14	12
9.20.5	Maintenance of Service, per Half Hour or fraction thereof				
9.20.5.1	Maintenance of Service - Basic			\$30.68	12
9.20.5.2	Maintenance of Service - Overtime			\$40.84	12
9.20.5.3	Maintenance of Service - Premium			\$51.01	12
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof				
9.20.6.1	Additional Cooperative Acceptance Testing - Basic			\$30.29	12
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime			\$40.72	12
9.20.6.3	Additional Cooperative Acceptance Testing - Premium			\$51.14	12
9.20.7	Intentionally Left Blank				
9.20.8	Intentionally Left Blank				
9.20.9	Additional Dispatch			\$128.56	12
9.20.10	Date Change			\$48.66	12
9.20.11	Design Change			\$103.10	12
9.20.12	Expedite Charge				
9.20.12.1	Designed Services, per Day			\$200.00	2
9.20.13	Cancellation Charge			ICB	3

NOTES:

- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [12] Rates proposed in UM 1025