

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 *Competitive Carrier* *Incumbent Local Exchange 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.

**Out of Hours Installation for EEL Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Eschelon Telecom of Oregon, Inc.
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eschelon Telecom of Oregon, Inc. ("CLEC"), a Minnesota corporation.

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 February 8, 2000, as referenced in Order ARB-199 ("Agreement"); 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:

1. Amendment Terms

The Agreement is for the purpose of setting the Parties' agreed terms and conditions for CLEC's purchase of Out of Hours Installation for EEL in the State of Oregon as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. Although agreeing to the language and rates in this document for the limited purposes of this Amendment, CLEC and Qwest reserve their right to assert different language and/or rates should be used in other contexts.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Oregon Public Utility Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. 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. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for CLEC's purchase of Out of Hours Installation for EEL in the State of Oregon.

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.

Eschelon Telecom of Oregon, Inc.

J. Oxley (under protest)
Signature

J. Jeffery Oxley
Name Printed/Typed

EVP, General Counsel
Title

8/7/06
Date

Qwest Corporation

L.T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

8/8/06
Date

ATTACHMENT 1

Out of Hours Installation for EEL

NOTE: For purposes of this Attachment 1 only, all non-consecutive (missing) Section Numbers are deemed "Intentionally Left Blank".

9.23.3.8.6 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for EEL where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time). Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.3.8.6.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.3.8.6.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

9.23.3.9.7 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Exhibit A.

**Exhibit A
Oregon***

												Notes					
												Recurring	Non-Recurring	None	NRC	NRC	NRC
9.20 Miscellaneous Charges																	
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof																	
9.20.2.1 Additional Labor Installation - Overtime																	12
9.20.2.2 Additional Labor Installation - Premium																	12

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:

- A: UM 844 (Order No. 97.239)
- B: UM 962 (Order No. 02-821)
- C: UM 773 (Order No. 02-355)
- D: UT 148/UM 963 (Order No. 00-481)
- E: UT 138 Ph II Recurring (Order No. 02-164)
- F: UT 138 Ph III Nonrecurring (Order No. 03-085)
- G: UT 119 (Order 96-079)

[12] Rates proposed in UM 1025