
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.

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name: _____
Address: _____

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: _____ Phone: _____
Address: _____ Fax: _____
_____ E-Mail: _____

3. 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.

**Amendment for: CLEC-to-CLEC Cross-Connections
To the Interconnection Agreement
between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado 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 ("Commission") on December 19, 2000, as referenced in Docket No. ARB-302 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and charges 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 charges for CLEC-to-CLEC Cross-Connections, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the

Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter 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.

McLeodUSA Telecommunications Services, Inc.



Authorized Signature

David R. Conn

Name Printed/Typed

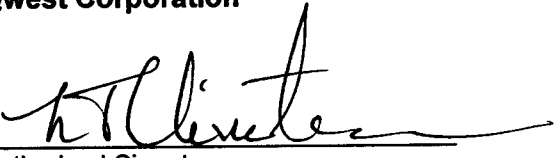
Vice President

Title

10/17/01

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

10/18/01

Date

ATTACHMENT 1

1.0 CLEC-to-CLEC Cross-Connections

1.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent technically feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLEC's preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other technically feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other technically feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation or separately from a Collocation Application in accordance with the Ordering Section 1.4 below. CLEC-to-CLEC Cross-Connections at an ICDF are available, as follows:

1.1.1 CLEC-to-CLEC Cross-Connections at the ICDF.

1.1.1.1 CLEC-to-CLEC Cross-Connection (COCC-X) is defined as CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

1.1.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF cross-connections must terminate on the same ICDF at the same service rate level.

1.1.1.3 If CLEC has its own Dedicated ICDF, the CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

1.1.1.4 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its

customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

1.1.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross-Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

1.2 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- c) Type and Quantity of Terminations;
- d) Billing Contact.

1.2.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days after receipt of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

1.3 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

1.4 Ordering – CLEC to CLEC Connections

1.4.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 1.2 above. Qwest will perform a feasibility study to determine if adequate cable racking can be found for the

placement of CLEC's copper, coax, or fiber optic cable, or any other technically feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application

1.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

1.4.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

1.4.3 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Connections:

1.4.3.1 CLEC-to-CLEC Connections with existing cable rack. -- CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

1.4.3.2 CLEC-to-CLEC Connections using new cable rack. -- Upon receipt of a complete Acceptance from CLEC, as described in Section 1.3 above, Qwest will begin construction of the new cable rack.

1.4.4 Interval -- Pursuant to Section 1.4.3.2 above, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

Exhibit A
Oregon

Amendment				
8.6 CLEC-to-CLEC				
8.6.1	CLEC-to-CLEC Quote Preparation Fee			Under Development
8.6.2	Flat Charge (Design Engineering & Installation - No Cables)			Under Development
8.6.3	Cable Racking (per Foot)			
	DS0		Under Development	
	DS1		Under Development	
	DS3		Under Development	
8.6.4	Virtual Connections (if applicable - Connections only; No Cables)			
	DS0 (Per 100 Connections)			Under Development
	DS1 (Per 28 Connections)			Under Development
	DS3 (Per 1 Connection)			Under Development
8.6.5	Cable Hole (if Applicable)			Under Development
8.6.6	CLEC to CLEC Cross - Connection			Under Development