

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.

- | | |
|--|--|
| • Does filing replace an existing agreement between the parties? | • If filing involves Qwest Communications, does it utilize the terms of an SGAT? |
| • NO | • NO |
| • YES, Docket ARB | • YES, Revision |

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

Docket ARB

Other: Please explain.

**CLEC Requested UNE Construction (CRUNEC) Amendment
to the Interconnection Agreement between
Qwest Corporation and
Automotive Experts Group, Inc. dba Bend Data Center
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Automotive Experts Group, Inc. dba Bend Data Center ("CLEC"), a Washington corporation ("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 December 6, 2001 as referenced in ARB 374, Order No. 01-1035 ("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.

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.

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.

**Automotive Experts Group, Inc.
dba Bend Data Center**

Thomas Barrett
Signature

THOMAS BARRETT
Name Printed/Typed

CEO
Title

3/3/05
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

3/22/05
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	Non-recurring	Notes
9	CRUNEC			
	Records Quote Prep Fee (RQPF)		\$260.00	
	Construction Quote Prep Fee (CQPF)		\$1,500.00	