

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.

**Collocation Decommission Amendment
to the Interconnection Agreement between
Qwest Corporation and
the City of Portland, Oregon
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and the City of Portland, Oregon ("CLEC"), an Oregon municipal government.

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 12, 2002 as referenced in ARB-398, Order No. 02-093 ("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:

Amendment Terms

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

Rates in Exhibit A will 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 Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

City of Portland, Oregon

Timothy Grewe
Signature

Timothy Grewe
Name Printed/Typed

Chief Administrative Officer
Title

6/15/05
Date

Qwest Corporation

[Signature]
Signature

Steven Hansen
Name Printed/Typed

VP - Wholesale nts
Title

6/22/2005
Date

ATTACHMENT 1

COLLOCATION DECOMMISSION

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of this Amendment will prevail.

1.0 Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and Interconnection Distribution Frame (ICDF) Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2.0 Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty (30) calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements (UNE), administrative lines, finished services, and line sharing services. Services will need to be disconnected via Access Service Request (ASR)/Local Service Request (LSR). If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current End User Customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all End User Customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization (LOA) signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request; the application will be rejected as incomplete.

2.10 CLEC will be eligible for a potential refund for all elements defined as either reusable or reimbursable at the time of decommissioning, if and when acquired by another CLEC. An inventory will be completed by Qwest and furnished to CLEC within ninety (90) calendar days of the Collocation Decommission Application acceptance identifying the reimbursable and re-useable elements and the potential credit.

2.10.1 Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to collocation site, i.e. Express Fiber Entrances). These elements will be eligible for a potential refund for up to one (1) year after the date of decommissioning.

2.10.2 Reusable elements include Qwest inventoried components (e.g. cage,

bays, HVAC, cable racking) to provision the original Collocation site. These elements will be available for a potential refund for up to three (3) years after decommissioning.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates:

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply.

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the application.

EXHIBIT A – OREGON RATES

Oregon	Recurring	Nonrecurring	Notes
* Per 1/2 hour or fraction thereof			
* Additional Labor Other – Basic		\$30.68	12
* Additional Labor Other – Overtime		\$40.84	12
* Additional Labor Other – Premium		\$51.01	12
Additional Dispatch		\$128.56	12

NOTES: Rates from Oregon SGAT, Exhibit A dated 11/24/04.

[12] Rates proposed in UM 1025