CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-tocarrier 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.

]	PARTIES	Requesting Carrier	Affected Carrier	
e:				
ress:				
1	PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:			
ie:			Phone:	
ress:			Fax:	
			E-Mail:	
			-	
r	TYPE OF FILIN		xample, parties seeking to adopt a previously approved agreement nents should check both "Adoption" and "Amendment" categories	
	Adoption: Adopts interconnection agreement previously approved by the Commission.			
I	Parties to prior agre	eement		
1	Approved in Docket ARB, Order No(s)			
I	Does filing adopt amendments to base agreement previously approved by the Commission?			
-	NO			
-	YES, appr	oved in Docket ARB	, Order No(s)	
<u> </u>	New Agreement: Seeks approval of new negotiated agreement.			
I	Does this filing replace an agreement between the same parties that was previously approved by the Commission?			
-	NO			
-	YES, approve	d 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?			
I				
]		pending in Docket ARB		
] -	NO, decision	•	, Order No(s)	
] - -	NO, decision YES, approve	d in Docket ARB		

Amendment To the Interconnection Agreement between Qwest Corporation and Time Warner Telecom of Oregon LLC [Addition of Local Number Portability (LNP) Managed Cuts]

in the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Time Warner Telecom of Oregon LLC ("TWTC") and Qwest Corporation ("Qwest"), a Colorado corporation.

RECITALS

WHEREAS, pursuant to Stipulation Between and Among the Debtors, Qwest Entities and Time Warner Telecom Inc. Relating to Executory Contracts in GST Telecom Inc. et al. Chapter 11, Case No. 00-1982, GST Telecom Oregon, Inc. was authorized to assign its Interconnection Agreement ("Agreement") to Time Warner Telecom of Oregon LLC; and

WHEREAS, pursuant to the Stipulation, GST Telecom Oregon, Inc. was permitted to assign and has assigned the Agreement to Time Warner Telecom of Oregon LLC; and

WHEREAS, the Parties wish to amend the Interconnection 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 terms and conditions for Local Number Portability ("LNP") Managed Cuts as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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, TWTC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. TWTC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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.

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.

TIME WARNER TELECOM OF OREGON LLC

By: Time Warner Telecom Holdings Inc., Its sole member

Signature

Name Printed/Typed

Title

Date

QWEST CORPORATION

Signature

L. T. Christensen ______ Name Printed/Typed

Director – Business Policy Title

Date

November 27, 2001/lhd/Time Warner LNP-OR.doc 2 Amendment to CDS-990817-0232

ATTACHMENT 1

LOCAL NUMBER PORTABILITY ("LNP") MANAGED CUTS

1.0 Description

LNP Managed Cuts With TWTC-Provided Loop: A Managed Cut permits TWTC to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

- 1.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and TWTC. 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 system down time, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with TWTC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.
- 1.2 TWTC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.
- 1.3 TWTC will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.
- 1.4 Charges for Managed Cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. TWTC understands and agrees that in the event TWTC does not make payment for Managed Cuts, unless disputed as permitted under the Dispute Resolution Section of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.
- 1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by TWTC. TWTC will also have appropriate personnel scheduled for the negotiated FDT. If TWTC's information is modified during the cut, and, as a result, non-scheduled employees are required, TWTC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the due date, within twenty four (24) hours of the negotiated FDT, TWTC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new due date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by TWTC one person three (3) hour minimum charge as set forth in Exhibit A.

- 1.6 In the event that the LNP Managed Cut LNP conversion is not successful, TWTC and Qwest agree to isolate and fix the problem in a timeframe acceptable to TWTC or the customer. If the problem cannot be corrected within an acceptable timeframe to TWTC or the customer, TWTC may request the restoral of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If TWTC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of TWTC.
- 1.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that the TWTC Loop has been successfully installed.

EXHIBIT A

LNP MANAGED CUTS

OREGON

LNP Managed Cuts	
Standard Managed Cuts per person per 1/2 Hr.	\$27.38 10
Overtime Managed Cuts per person per 1/2 Hr.	\$35.43 10
Premium Managed Cuts per person per 1/2 Hr.	\$43.49 10

Note:

(10) Regional TELRIC.