#### **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.

	<b>PARTIES</b> Requesting Carrier	Affected Carrier			
e: ress	s:				
e: ress	PRIMARY CONTACT PERSON FOR PROCESS	Phone: Fax:			
	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 previou	sly 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 sar	me parties that was previously approved by the Commission?			
	NO				
	YES, approved in Docket ARB	, Order No(s)			
_	Amendment: Amends an existing carrier-to-carrier ag	greement.			
	If the original agreement was negotiated, has it been	approved by Commission?			
	NO, decision pending in Docket ARB	<del></del>			
	YES, approved in Docket ARB	, Order No(s)			
	If original agreement was an adoption, what	was its docket number? Docket ARB			
_	Other: Please explain.				

# Basic Installation with Performance Testing and Basic Installation With Cooperative Testing Amendment to the Interconnection Agreement Between

# MCI WORLDCOM Communications, Inc. and Qwest Corporation Oregon

This Amendment to the Interconnection Agreement ("Amendment") is made and entered into by and between Qwest Corporation ("Qwest") and MCI WORLDCOM Communications, Inc. ("CLEC"). Qwest and CLEC may be referred to collectively as the "Parties."

#### Recitals

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (the "Agreement") for service in the state of Oregon that was approved by the Oregon Public Utility Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

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 which is hereby acknowledged, the Parties agree as follows:

#### <u>Amendment Terms.</u>

The Agreement is hereby amended by adding terms, conditions and rates for Basic Installation With Performance Testing and Basic Installation With Cooperative Testing as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference.

#### **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; 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 Customer 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.

#### **Further Amendments**

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**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment. 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.

#### **Reservation of Rights**

Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have executed this Amendment as of the dates set forth below.

MCI WORLDCOM Communications, Inc.	Qwest Corporation
Services, LLC Hay	White
Authorized Signature (	Authorized Signature
Name Printed/Typed	L. T. Christensen Name Printed/Typed
Vice President	<u>Director – Business Policy</u> Title
10 \ 21 \ 0 Z	Date 10/23/02

#### **ATTACHMENT 1**

### **Basic Installation With Performance Testing**

- 9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.
  - 9.2.2.9.2.1 For an existing end user, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.
  - 9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.
  - 9.2.2.9.2.3 For new end user service, the Basic Installation with Performance Testing option requires a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

## **Basic Installation With Cooperative Testing**

- 9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.
  - 9.2.2.9.5.1 For an existing end user, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.
  - 9.2.2.9.5.2 For new end user service, Basic Installation with

Cooperative Testing may require a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same Day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

# Exhibit A Oregon

9.2.4 Loop	nstallation Charges for 2 & 4 wire Analog / Non -	See related	ŀ	
	i, ISDN BRI Capable, xDSL - I Capable, and	monthly	ľ	
ADSL	Compatible Loop where conditioning is not	recurring Loop		
require	d.	charges above.		
9.2.4.2	Basic Installation with Performance Testing			
	First		\$188.83	
	Each Additional		\$95.74	
9.2.4.5	Basic Install with Cooperative Testing			
	First		\$188.96	1
	Each Additional		\$135.58	11
9.2.5 DS1 L	oop Installation Charges	See related monthly recurring Loop charges above.	(	· · · · · ·
9.2.5.2	Basic Installation with Performance Testing			
	First		\$579.75	
	Each Additional		\$476.04	
9.2.5.5	Basic Install with Cooperative Testing			
	First		\$305.65	1
	Each Additional		\$210.14	1

#### NOTES:

<sup>\*</sup> Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC. The rates are contained in Oregon Tariff #26 (Interconnection and Unbundled Elements), Section 10 and Oregon Tariff #24 (Access Service), Section

<sup>[1]</sup> TELRIC-based rates not contained in current or pending Oregon Tariffs.