

## 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"><li>• Does filing replace an existing agreement between the parties?</li><li>• NO</li><li>• YES, Docket ARB</li></ul> | <ul style="list-style-type: none"><li>• If filing involves Qwest Communications, does it utilize the terms of an SGAT?</li><li>• NO</li><li>• YES, Revision</li></ul> |
|---|---|

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

Docket ARB

Other: Please explain.

**Shared Caged Physical Collocation Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Rio Communications, Inc.  
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Rio Communications, Inc. ("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 January 6, 1998, as referenced in Docket No. ARB-47, Order No. 98-014 ("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 Shared Caged Physical Collocation, 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.

## **Change of Law**

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules 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 interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment, pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition, but without limiting Section A above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of*

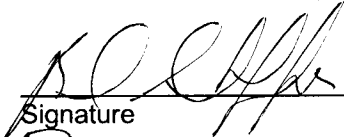
the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, Report and Order on Remand, FCC 03-36, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Decision or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

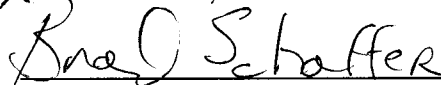
**Entire Agreement**

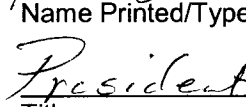
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

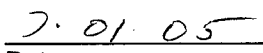
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Rio Communications, Inc.**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name Printed/Typed

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name Printed/Typed

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**SHARED CAGED PHYSICAL COLLOCATION**

**Section 8.0 - COLLOCATION**

**8.1 Description**

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent, Common Area Splitter, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Amendment. Nothing in this Amendment shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

8.1.1.1 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing Unbundled Network Elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.2 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Amendment or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the Shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have

Interconnection Agreements with Qwest utilize a Shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that Shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

## **8.2 Terms and Conditions**

### **8.2.1 Terms and Conditions - All Collocation**

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services, Qwest will not combine or Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

8.2.1.1.1.1 Services available for Commingling shall be provided by Qwest pursuant to Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

8.2.1.1.1.2 Entrance Facilities obtained pursuant to Tariff are available for Commingling. Entrance Facilities and mid-span meet SPOI obtained pursuant to the Interconnection Section of the Agreement are not available for Commingling.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Local Exchange Service.

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided Cross Connection device.

8.2.1.4 Demarcation points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

- a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation,

CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to CLEC within ten (10) calendar Days of CLEC's request, a report for each requested Premises, that includes:

- a) available Collocation space in a particular Qwest Premises;
- b) number of collocators;
- c) any modifications in the use of the space since the last report;
- d) measures that Qwest is taking to make additional space available for Collocation;
- e) whether sufficient power is available to meet the specific CLEC request;
- f) number of CLECs in queue at the Premises, if any;
- g) whether the Wire Center is equipped with DS3 capability; and
- h) the number and description of Qwest and its Affiliates and reservations of space by all CLECs.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC through the Raw Loop Data Tool. Remote Premises with digital loop carrier and pair gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.qwest.com/iconn>.) If CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with the Access to Poles,



Ducts, Conduits, and Rights of Way Section of the Agreement. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjointing CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar Days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date

for determining RFS unless both Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, ([www.qwest.com/wholesale/notices/collo/spaceavail.html](http://www.qwest.com/wholesale/notices/collo/spaceavail.html)), indicating all Premises that are full, and will update this document within ten (10) calendar Days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar Days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Space Availability Report requested by any CLEC.

#### 8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, Qwest shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in the Ordering Section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding

HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a Collocation Cancellation Application. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which CLEC has not received notification of completion from Qwest. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Collocation Cancellation Application.

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.

8.2.1.15.3 Qwest will not charge for canceling the Collocation job except for work already completed as of acceptance by Qwest of the Collocation Cancellation Application. Charges will be based on when Qwest receives the Collocation Cancellation Application and the completion status of the Collocation work. A quote will be issued within thirty (30) calendar Days of Qwest's acceptance of the Collocation Cancellation Application.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8 above, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for a Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed below.

8.2.1.22.1 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) calendar Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to the Dispute Resolution Section of the Agreement. If no Resolution Request has been delivered to Qwest within thirty

(30) calendar Days of the notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to the Dispute Resolution Section of the Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) calendar Days of the delivery of such Resolution Request, then thirty (30) calendar Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the Collocation Decommissioning provisions shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of the Collocation Decommissioning provisions.

8.2.1.23 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 Collocation Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. 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 Customer'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 a Collocation Application or separately from a Collocation Application in accordance with CLEC-to-CLEC Connections Ordering provisions.

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest End User Customers. The direct connection to

Qwest's network is provided to CLEC through a direct connection to Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest Cross Connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request a connection to an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar Days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking. Also, CLEC may install the tie cables, blocks, and terminations on the ICDF or CLEC-to-CLEC connections, outside CLEC's physical space and according to Qwest's design. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse

board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. Qwest will also take a reading within thirty (30) calendar Days of a written request by CLEC. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill CLEC based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

## **8.2.2 Intentionally Left Blank**

## **8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation**

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Intentionally Left Blank.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

**8.2.3.8** Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

**8.2.3.9** If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

**8.2.3.10** All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Amendment. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8 above, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

**8.2.3.11** Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocation space. Upon CLEC's request, this service shall be available per standard Qwest business service Provisioning processes and rates.



8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

### **8.3 Rate Elements**

Rate elements for Collocation are included in Exhibit A.

#### **8.3.1 Rate Elements - All Collocation**

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Application. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Amendment are used to develop a price quotation in support of Collocation:

8.3.1.3 **Quote Preparation Fee.** A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 **Collocation Entrance Facility Charge.** Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation Entrance Facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

8.3.1.5 **Cable Splicing Charge.** Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 **-48 Volt DC Power Usage Charge.** Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 **Optional -48 Volt DC Power Usage Charge** is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.30 above.

Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the Unbundled Network Elements Section of the Agreement, and apply for each UNE, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment

and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at its request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Amendment. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Amendment. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

#### 8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest.

Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one-half (½) shelf of block capacity must be reserved for future block space.

**8.3.1.11.2.4** Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

**8.3.1.11.3** Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

**8.3.1.12** Security Charge. This charge applies to the keys/card and card readers required for CLEC access to the Qwest Premises for the purpose of Collocation. There are two monthly recurring rate elements associated with Security Access. The first rate element is per access card, per CLEC employee, per month. The second rate element is the number of card accessible premises, per CLEC employee, per month, as included in Exhibit A to this Amendment.

**8.3.1.13** Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

**8.3.1.14** -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

**8.3.1.15** Space Availability Report Charge – Recovers the cost of preparing a

Space Availability Report in accordance with Section 8.2.1.9.1 above.

8.3.1.16 See Exhibit A for Collocation Space Reservation fee (and Section 8.4.1.7).

8.3.1.16 See Exhibit A for Collocation Space Option fee (and Section 8.4.1.8.7.4).

### **8.3.2 Intentionally Left Blank**

### **8.3.3 Rate Elements - Physical Collocation**

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common

ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

## **8.4 Ordering**

### **8.4.1 Ordering - All Collocation**

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule before submitting a Collocation Application Form to Qwest.

8.4.1.1.1 Nothing in this Amendment shall be construed to preclude CLEC from submitting an order for Collocation prior to CLEC's execution of this Amendment. If, however, the Collocation interval is completed before this Amendment or another interconnection agreement becomes effective, the rates, terms, and conditions of this Amendment shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this Section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Amendment or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. CLEC's forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Collocation Application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank.
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);
- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter, during or after which CLEC expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4 above;
- b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in the Agreement.

8.4.1.5 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) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., cross connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);
- g) Entrance Facility type;
- h) Type and quantity of terminations;

- i) If desired, an alternate form of Collocation if the first choice is not available; and
- j) Billing contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days after receipt of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.1.6 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.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide the space feasibility and Billing invoice for the nonrefundable \$2,000.00 Space Reservation Fee within ten (10) calendar Days.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must submit the \$2,000 Space Reservation Fee within seven (7) calendar Days of receipt of the Billing invoice. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar Days of receipt of the Billing invoice, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the payment more than thirty (30) calendar Days after receipt of the Billing invoice.

8.4.1.7.3 Upon receipt of the \$2,000.00 Space Reservation Fee, Qwest



will reserve the space on behalf of CLEC in accordance with the Application and take necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after receipt of the nonrefundable \$2,000.00 payment.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. The \$2,000 space reservation fee is non-refundable. The Space Reservation Fee will be applied against the Collocation construction for the specific Premises. Failure to use the reserved space, in the period specified in the Space Reservation Application based upon Section 8.4.1.7, will result in the forfeiture of the \$2,000.

#### 8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest and Qwest Affiliates may option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the option may specify the amount of space to be optioned but not a specific location within the Wire Center, CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may option one Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
  - 200 square feet for Caged Collocation
  - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to

Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the optioned space applies. The option quote expires seven (7) calendar Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the option time frame will begin. The prioritization of optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such option. The option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an option request to avoid expiration, CLEC must:

- a) Submit a Collocation Application during the option time frame;  
or
- b) The option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the option enforcement notice process by notifying the option party or parties with the most recent space option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The option enforcement notice serves as notification to the option party that Qwest is in possession of a valid Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its

Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5 above, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7 above, within ten (10) calendar Days of receipt of the option enforcement notice. This process continues for all optioned space until all optioned space is exercised or optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following (also see Exhibit A):

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

8.4.1.8.8 In the event that the option party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 The intervals for Physical Collocation (Section 8.4.3) apply to a maximum of five (5) Collocation Applications per CLEC per week per state. If six (6) or more Collocation Applications are submitted by CLEC in a one (1) week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five (5) Collocation Applications from CLEC per week per state, depending on the volume of Collocation Applications pending from other CLECs.

## **8.4.2 Intentionally Left Blank**

## **8.4.3 Ordering - Caged and Cageless Physical Collocation**

8.4.3.1 Application -- Upon receipt of a complete Collocation Application, as described in Section 8.4.1.5 above, Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten

(10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.3.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the Collocation Entrance Facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 above, space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and, 3) whether the Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) 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, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days

prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application.

**8.4.3.4.4 Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance.

**8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided** – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 and 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

**8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space.** If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

## **8.5 Billing**

### **8.5.1 Billing - All Collocation**

**8.5.1.1** Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

**8.5.1.2** In the event Qwest has completed all associated construction activities

and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Amendment. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

## **8.5.2 Intentionally Left Blank**

## **8.5.3 Billing - Caged and Cageless Physical Collocation**

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7 above. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar Days of the RFS, Qwest shall activate the monthly recurring charges.

## **8.6 Maintenance and Repair**

### **8.6.1 Physical Collocation**

8.6.1.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's leased space.

**Exhibit A  
Oregon\***

Amendment	Options			Notes		
	Recurring	Recurring, per MRe	Non-Recurring	Rec	NRC, per Mile	NRC
<b>8.0 Collocation</b>						
<b>8.1 All Collocation</b>						
8.1.1 Planning and Engineering						
8.1.1.1 Intentionally Left Blank						
8.1.1.2 Quote Preparation Fee			\$1,500.00			1, 7
8.1.2 Collocation Entrance Facility, per Fiber Pair						
8.1.2.1 Standard, per Fiber Pair						
8.1.2.1.1 Manhole, per Month, per Manhole	\$27.61			1		
8.1.2.1.2 Handhold, per Month, per Handhold	\$15.22			1		
8.1.2.1.3 Conduit / Innerduct, Entrance Enclosures to the Company Cable Vault, per Foot	\$0.42			1		
8.1.2.1.4 Core Drill, per Occurrence			\$363.13			1
8.1.2.1.5 Riser, Vault to Equipment, per Foot	\$0.47			1		
8.1.2.1.6 Fiber Optic Cable, per 24., per Foot	\$0.05			1		
8.1.2.1.7 Fiber Placement in Conduit and Riser, per Foot			\$1.66			1
8.1.2.1.8 Copper 25 Pair, per Foot	\$0.012			1		
8.1.2.1.9 Copper Placement Conduit and Riser, per Foot			\$1.66			1
8.1.2.1.10 Coax Placement, per Foot	\$0.20			1		
8.1.3 Cable Splicing						
8.1.3.1 Fiber, per Set-Up			\$417.43			1
8.1.3.2 Per Fiber Spliced			\$17.40			1
8.1.3.3 Per Splice, Copper			\$91.27			1
8.1.4 Power Usage						
8.1.4.1 -48 Volt DC Power Usage, per Ampere, per Month	\$7.52			1		
8.1.5 AC Power Feed						
8.1.5.1 Backup AC Power Feed						
8.1.5.1.1 AC Power Feed – per Watt, per Month	\$0.06			1		
8.1.5.2 AC Power Feed – per Foot, per Month						
8.1.5.2.1 20 Amp, Single Phase, per Foot, per Month	\$0.02		\$10.22	1		1
8.1.5.2.2 20 Amp, Three Phase, per Foot, per Month	\$0.03		\$11.58	1		1
8.1.5.2.3 30 Amp, Single Phase, per Foot, per Month	\$0.02		\$10.66	1		1
8.1.5.2.4 30 Amp, Three Phase, per Foot, per Month	\$0.03		\$12.94	1		1
8.1.5.2.5 40 Amp, Single Phase, per Foot, per Month	\$0.03		\$11.73	1		1
8.1.5.2.6 40 Amp, Three Phase, per Foot, per Month	\$0.03		\$14.43	1		1
8.1.5.2.7 50 Amp, Single Phase, per Foot, per Month	\$0.03		\$13.08	1		1
8.1.5.2.8 50 Amp, Three Phase, per Foot, per Month	\$0.04		\$16.44	1		1
8.1.5.2.9 60 Amp, Single Phase, per Foot, per Month	\$0.03		\$14.18	1		1
8.1.5.2.10 60 Amp, Three Phase, per Foot, per Month	\$0.04		\$18.23	1		1
8.1.5.2.11 100 Amp, Single Phase, per Foot, per Month	\$0.04		\$16.48	1		1
8.1.5.2.12 100 Amp, Three Phase, per Foot, per Month	\$0.05		\$23.17	1		1
8.1.6 Inspector Labor, per Half Hour						
8.1.6.1 Regular Hours Rate			\$22.00			1
8.1.6.2 After Hours Rate, minimum 3 hours			\$37.41			1
8.1.7 Intentionally Left Blank						
8.1.8 Collocation Terminations						
8.1.8.1 Shared Access						
8.1.8.1.1 Block Terminations						
8.1.8.1.1.1 DS0	\$1.8815		\$750.12	1		1
8.1.8.1.1.2 DS1	\$1.3187		\$576.09	1		1
8.1.8.1.1.3 DS3	\$0.7409		\$323.34	1		1
8.1.8.1.2 Per Termination						
8.1.8.1.2.1 DS0	\$0.0139		\$5.55	1		1
8.1.8.1.2.2 DS1	\$0.0301		\$13.13	1		1
8.1.8.1.2.3 DS3	\$0.4560		\$198.97	1		1
8.1.8.1.3 Fiber Terminations						
8.1.8.1.3.1 Fiber Terminations (per 12 fibers)	\$30.03		\$1,622.40	1		1
8.1.8.1.3.2 Additional Connector (if applicable)	\$1.01		\$441.16	1		1
8.1.8.1.3.3 Cable Racking Shared (per 12 fibers)	\$2.35			1		
8.1.8.1.3.4 Cable Racking Dedicated	\$3.38		\$1,476.27	1		1
8.1.9 Security Charge						
8.1.9.1 Intentionally Left Blank						
8.1.9.2 Per employee, per Card	\$6.20			1		

**Exhibit A  
Oregon\***

		Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
8.1.9.3	Central Office Security Infrastructure	ICB		ICB	3		3
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization – Composite Clock, per Port	\$8.94			1		
8.1.11	-48 Volt DC Power Cable, per Foot, per A and B Feed						
8.1.11.1	20 Amp Feed	\$0.28		\$50.00	1		1
8.1.11.2	Intentionally Left Blank						
8.1.11.3	40 Amp Feed	\$0.38		\$68.81	1		1
8.1.11.4	60 Amp Feed	\$0.48		\$86.42	1		1
8.1.11.5	100 Amp Feed	\$0.32		\$139.21	1		1
8.1.11.6	200 Amp Feed	\$0.50		\$218.06	1		1
8.1.11.7	300 Amp Feed	\$0.69		\$301.16	1		1
8.1.11.8	400 Amp Feed	\$0.89		\$389.47	1		1
8.1.12	Space Availability Charge			\$332.94			1
8.1.13	Collocation Space Reservation Fee			\$2,000.00			1
8.1.14	Collocation Space Option Administration Fee			\$1,827.92			1
8.1.15	Collocation Space Option Fee	\$2.00			1		
8.2	Intentionally Left Blank.						
8.3	Intentionally Left Blank.						
8.4	Caged Physical Collocation						
8.4.1	Planning and Engineering Fees						
8.4.1.1	Quote Preparation Fee			\$1,500.00			1, 7
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Site Preparation	ICB		ICB	3		3
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction						
8.4.2.4.1	Cage up to 100 Square Feet	\$84.43		\$34,177.93	1		1
8.4.2.4.2	Cage – 101 to 200 Square Feet	\$88.95		\$36,004.63	1		1
8.4.2.4.3	Cage – 201 to 300 Square Feet	\$92.45		\$37,425.11	1		1
8.4.2.4.4	Cage – 301 to 400 Square Feet	\$96.85		\$39,205.24	1		1
8.4.3	Fencing Credit						
8.4.3.1	Fencing Credit- Cage Up to 100 Square Feet	(\$12.21)		(\$4,942.00)	1		1
8.4.3.2	Fencing Credit- Cage 101 to 200 Square Feet	(\$15.23)		(\$6,162.00)	1		1
8.4.3.3	Fencing Credit- Cage 201 to 300 Square Feet	(\$17.09)		(\$6,921.00)	1		1
8.4.3.4	Fencing Credit- Cage 301 to 400 Square Feet	(\$18.88)		(\$7,643.00)	1		1
8.4.4	Rent						
8.4.4.1	Floor Space Lease, per Square Foot	\$6.33			1		
8.4.5	Intentionally Left Blank						
8.4.6	Humidification, per Leased Physical Space	\$56.45			1		
8.4.7	Intentionally Left Blank						
8.4.8	Grounding						
8.4.8.1	2/0 AWG, per Foot	\$0.1715		\$6,236.4	1		1
8.4.8.2	1/0 AWG, per Foot	\$0.2532		\$9,207.5	1		1
8.4.8.3	4/0 AWG, per Foot	\$0.3010		\$10,945.3	1		1
8.4.8.4	350 kcmil, per Foot	\$0.4636		\$16,859.4	1		1
8.4.8.5	500 kcmil, per Foot	\$0.5407		\$19,662.0	1		1
8.4.8.6	750 kcmil, per Foot	\$0.6710		\$24,399.1	1		1
9.0	Unbundled Network Elements (UNEs)						
9.1	Interconnection Tie Pairs (ITP) – Per Each Termination						
9.1.1	DS0	\$0.92					
9.1.1.1	Manual			\$5.45			13
9.1.1.2	Mechanized			\$5.45			

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:  
A: UM 844 (Order No. 97.239)



**Exhibit A  
Oregon\***

	<b>Recurring</b>	<b>Recurring, per Mile</b>	<b>Non- Recurring</b>	<b>Rec</b>	<b>NRC, per Mile</b>	<b>NRC</b>
--	------------------	--------------------------------	---------------------------	------------	--------------------------	------------

B: UM 962 (Order No. 02-821)  
 C: UM 773 (Order No. 02-355)  
 D: UT 148/UM 963 (Order No. 00-481)  
 E: UT 138 Ph II Recurring (Order No. 02-184)  
 F: UT 138 Ph III Nonrecurring (Order No. 03-085)

[1] Rates not addressed in a Cost Docket (estimated TELRIC)

[3] ICB, Individual Case Basis pricing.

[7] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job.

[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.

**Exhibit A  
Oregon\***

Amendment		Options			Notes		
		Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
<b>8.0</b>	<b>Collocation</b>						
<b>8.1</b>	<b>All Collocation</b>						
8.1.1	Planning and Engineering						
8.1.1.1	Intentionally Left Blank						
8.1.1.2	Quote Preparation Fee			\$1,500.00			1, 7
8.1.2	Collocation Entrance Facility, per Fiber Pair						
8.1.2.1	Standard, per Fiber Pair						
8.1.2.1.1	Manhole, per Month, per Manhole	\$27.61			1		
8.1.2.1.2	Handhold, per Month, per Handhold	\$15.22			1		
8.1.2.1.3	Conduit / Innerduct, Entrance Enclosures to the Company Cable Vault, per Foot	\$0.42			1		
8.1.2.1.4	Core Drill, per Occurrence			\$363.13			1
8.1.2.1.5	Riser, Vault to Equipment, per Foot	\$0.47			1		
8.1.2.1.6	Fiber Optic Cable, per 24., per Foot	\$0.05			1		
8.1.2.1.7	Fiber Placement in Conduit and Riser, per Foot			\$1.66			1
8.1.2.1.8	Copper 25 Pair, per Foot	\$0.012			1		
8.1.2.1.9	Copper Placement Conduit and Riser, per Foot			\$1.66			1
8.1.2.1.10	Coax Placement, per Foot	\$0.20			1		
8.1.3	Cable Splicing						
8.1.3.1	Fiber, per Set-Up			\$417.43			1
8.1.3.2	Per Fiber Spliced			\$17.40			1
8.1.3.3	Per Splice, Copper			\$91.27			1
8.1.4	Power Usage						
8.1.4.1	-48 Volt DC Power Usage, per Ampere, per Month	\$7.52			1		
8.1.5	AC Power Feed						
8.1.5.1	Backup AC Power Feed						
8.1.5.1.1	AC Power Feed - per Watt, per Month	\$0.06			1		
8.1.5.2	AC Power Feed - per Foot, per Month						
8.1.5.2.1	20 Amp, Single Phase, per Foot, per Month	\$0.02		\$10.22	1		1
8.1.5.2.2	20 Amp, Three Phase, per Foot, per Month	\$0.03		\$11.58	1		1
8.1.5.2.3	30 Amp, Single Phase, per Foot, per Month	\$0.02		\$10.66	1		1
8.1.5.2.4	30 Amp, Three Phase, per Foot, per Month	\$0.03		\$12.94	1		1
8.1.5.2.5	40 Amp, Single Phase, per Foot, per Month	\$0.03		\$11.73	1		1
8.1.5.2.6	40 Amp, Three Phase, per Foot, per Month	\$0.03		\$14.43	1		1
8.1.5.2.7	50 Amp, Single Phase, per Foot, per Month	\$0.03		\$13.08	1		1
8.1.5.2.8	50 Amp, Three Phase, per Foot, per Month	\$0.04		\$16.44	1		1
8.1.5.2.9	60 Amp, Single Phase, per Foot, per Month	\$0.03		\$14.18	1		1
8.1.5.2.10	60 Amp, Three Phase, per Foot, per Month	\$0.04		\$18.23	1		1
8.1.5.2.11	100 Amp, Single Phase, per Foot, per Month	\$0.04		\$16.48	1		1
8.1.5.2.12	100 Amp, Three Phase, per Foot, per Month	\$0.05		\$23.17	1		1
8.1.6	Inspector Labor, per Half Hour						
8.1.6.1	Regular Hours Rate			\$22.00			1
8.1.6.2	After Hours Rate, minimum 3 hours			\$37.41			1
8.1.7	Intentionally Left Blank						
8.1.8	Collocation Terminations						
8.1.8.1	Shared Access						
8.1.8.1.1	Block Terminations						
8.1.8.1.1.1	DS0	\$1.8815		\$750.12	1		1
8.1.8.1.1.2	DS1	\$1.3187		\$576.09	1		1
8.1.8.1.1.3	DS3	\$0.7409		\$323.34	1		1
8.1.8.1.2	Per Termination						
8.1.8.1.2.1	DS0	\$0.0139		\$5.55	1		1
8.1.8.1.2.2	DS1	\$0.0301		\$13.13	1		1
8.1.8.1.2.3	DS3	\$0.4560		\$198.97	1		1
8.1.8.1.3	Fiber Terminations						
8.1.8.1.3.1	Fiber Terminations (per 12 fibers)	\$30.03		\$1,622.40	1		1
8.1.8.1.3.2	Additional Connector (if applicable)	\$1.01		\$441.16	1		1
8.1.8.1.3.3	Cable Racking Shared (per 12 fibers)	\$2.35			1		
8.1.8.1.3.4	Cable Racking Dedicated	\$3.38		\$1,476.27	1		1
8.1.9	Security Charge						
8.1.9.1	Intentionally Left Blank						
8.1.9.2	Per employee, per Card	\$6.20			1		

**Exhibit A  
Oregon\***

		Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
8.1.9.3	Central Office Security Infrastructure	ICB		ICB	3		3
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization – Composite Clock, per Port	\$8.94			1		
8.1.11	-48 Volt DC Power Cable, per Foot, per A and B Feed						
8.1.11.1	20 Amp Feed	\$0.28		\$50.00	1		1
8.1.11.2	Intentionally Left Blank						
8.1.11.3	40 Amp Feed	\$0.38		\$68.81	1		1
8.1.11.4	60 Amp Feed	\$0.48		\$86.42	1		1
8.1.11.5	100 Amp Feed	\$0.32		\$139.21	1		1
8.1.11.6	200 Amp Feed	\$0.50		\$218.06	1		1
8.1.11.7	300 Amp Feed	\$0.69		\$301.16	1		1
8.1.11.8	400 Amp Feed	\$0.89		\$389.47	1		1
8.1.12	Space Availability Charge			\$332.94			1
8.1.13	Collocation Space Reservation Fee			\$2,000.00			1
8.1.14	Collocation Space Option Administration Fee			\$1,827.92			1
8.1.15	Collocation Space Option Fee	\$2.00			1		
8.2	Intentionally Left Blank.						
8.3	Intentionally Left Blank.						
8.4	Caged Physical Collocation						
8.4.1	Planning and Engineering Fees						
8.4.1.1	Quote Preparation Fee			\$1,500.00			1.7
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Site Preparation	ICB		ICB	3		3
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction						
8.4.2.4.1	Cage up to 100 Square Feet	\$84.43		\$34,177.93	1		1
8.4.2.4.2	Cage – 101 to 200 Square Feet	\$88.95		\$36,004.63	1		1
8.4.2.4.3	Cage – 201 to 300 Square Feet	\$92.45		\$37,425.11	1		1
8.4.2.4.4	Cage – 301 to 400 Square Feet	\$96.85		\$39,205.24	1		1
8.4.3	Fencing Credit						
8.4.3.1	Fencing Credit- Cage Up to 100 Square Feet	(\$12.21)		(\$4,942.00)	1		1
8.4.3.2	Fencing Credit- Cage 101 to 200 Square Feet	(\$15.23)		(\$6,162.00)	1		1
8.4.3.3	Fencing Credit- Cage 201 to 300 Square Feet	(\$17.09)		(\$6,921.00)	1		1
8.4.3.4	Fencing Credit- Cage 301 to 400 Square Feet	(\$18.88)		(\$7,643.00)	1		1
8.4.4	Rent						
8.4.4.1	Floor Space Lease, per Square Foot	\$6.33			1		
8.4.5	Intentionally Left Blank						
8.4.6	Humidification, per Leased Physical Space	\$56.45			1		
8.4.7	Intentionally Left Blank						
8.4.8	Grounding						
8.4.8.1	2/0 AWG, per Foot	\$0.1715		\$6.2364	1		1
8.4.8.2	1/0 AWG, per Foot	\$0.2532		\$9.2075	1		1
8.4.8.3	4/0 AWG, per Foot	\$0.3010		\$10.9453	1		1
8.4.8.4	350 kcmil, per Foot	\$0.4836		\$16.8594	1		1
8.4.8.5	500 kcmil, per Foot	\$0.5407		\$19.6620	1		1
8.4.8.6	750 kcmil, per Foot	\$0.6710		\$24.3991	1		1
9.0	Unbundled Network Elements (UNEs)						
9.1	Interconnection Tie Pairs (ITP) – Per Each Termination						
9.1.1	DSO	\$0.92					
9.1.1.1	Manual			\$5.45			13
9.1.1.2	Mechanized			\$5.45			

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:  
A: UM 844 (Order No. 97.239)

**Exhibit A  
Oregon\***

	Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
--	-----------	---------------------	---------------	-----	---------------	-----

- B: UM 962 (Order No. 02-821)
- C: UM 773 (Order No. 02-355)
- D: UT 148/UM 963 (Order No. 00-481)
- E: UT 138 Ph II Recurring (Order No. 02-184)
- F: UT 138 Ph III Nonrecurring (Order No. 03-085)

[1] Rates not addressed in a Cost Docket (estimated TELRIC)

[3] ICB, Individual Case Basis pricing.

[7] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job.

[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.