# 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:							
Contac	ct for Processing Q	uestions:						
Nam	ne:							
Tele	phone:							
E-m	ail:							
Contac	ct for Legal Question	ons (if different):						
Nam	ne:							
Tele	phone:							
E-m	ail:							
Other 1	Persons wanting E-	-mail service of documents (if any):						
Nam	ne:							
E-m	ail:							
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 pr	rior agreement	&					
	• Check one:							
	Adopts base agreement only; or							
	Adopts base agreement and subsequent amendments approved in Order No(s).							
	New Agreement: Seeks approval of new negotiated agreement.							
	Does filing replace an existing agreement between		does it utilize the terms of an SGAT?					
	• NO		• NO					
	YES, Docket ARB		YES, Revision					
	Amendment: Amends an existing carrier-to-carrier agreement.  Docket ARB							
	Other: Please							

# Expedites for Design Services Amendment to the Interconnection Agreement between Qwest Corporation and United Communications, Inc. dba Unicom for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and United Communications, Inc. dba Unicom ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

## **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement for services in the State of Oregon (the "Agreement"), that was approved by the Oregon Public Utility Commission ("Commission") on May 22, 2003, as referenced in Order No. 03-323; and

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

## <u>AGREEMENT</u>

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

## **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the 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.

# **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **Entire Agreement**

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.

United Communications, Inc. dba Unicom	Qwest Corporation /
ma	hillinte
Signature	Signature
Michael E Daughting Name Printed/Typed	L. T. Christensen Name Printed/Typed
, ,	Name Fillled Typed
VP égerations	<u>Director – Interconnection Agreements</u>
Title /	Title
11/24/04	11/30/04
Date	Date / /

#### ATTACHMENT 1

## 1.0 Expedites for Design Services

# 1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

## 1.2 Terms and Conditions

- 1.2.1 When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.
- 1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.
- 1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

#### 1.3 Rate Elements

1.3.1 The expedite charge Identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

#### 1.4 Ordering Process

- 1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).
- 1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

# **Exhibit A**

**Exhibit A** 

EXHIBIT A			Recurring.	Non- Recurring
1.0	Expedite for Design Services	Per order, per day event		\$200.00