Other: Please explain.

# 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	Competitive Carrier	Inc	cumbent Local Exchange Carrier				
Name o	f Party:							
Contact	for Processing Ques	stions:						
Name	<b>:</b> :							
Telep	hone:							
E-ma	il:							
Contact	for Legal Questions	(if different):						
Name	<b>:</b> :							
Telep	hone:							
E-ma	il:							
Other P	ersons wanting E-ma	nil service of documents (if any):						
Name	»:							
E-ma	il:							
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> <li>Does filing re</li> </ul>	eplace an existing agreement between the parties?		If filing involves Qwest Communications, does it utilize the terms of an SGAT?				
	• NO		•	NO				
	• YES, Docket ARB		•	YES, Revision				
	Amendment: Amer	nds an existing carrier-to-carrier agreement.						
	Docket ARB							

# Rate Amendment Amendment Number 5 to the Interconnection Agreement between TCG Oregon and Qwest Corporation for the State of Oregon

This Amendment ("Amendment") is made and entered into by and between TCG Oregon ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC shall be known jointly as the "Parties."

### RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (the "Agreement") that was approved by the Commission; and

WHEREAS, the Parties desire to amend the Agreement further by adding the terms, conditions and rates 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**

Pursuant to Section 2.2 of the Agreement, this Amendment is made in order to amend Exhibit A to correct inadvertent errors in the Power Reduction Section.

Exhibit A is revised in the manner attached hereto and incorporated herein. The Parties agree that Section 8.12 of Exhibit A to the Agreement is hereby replaced in its entirety with Section 8.12 of Exhibit A attached to this Amendment.

## **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission. However, pursuant to the Commission order, the rates are effective as set forth therein.

### **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.

TCG-Oregon	Qwest Corporation
Cynehu Butcheldu	At Clinter
Authorized Signature	Authorized Signature
Cynthia Batchelder	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Carrier Relations Vice President	
Global Access Management	<u> Director – Interconnection Agreements</u>
Title	Title
anil 3, 2006	4/10/06
Date /	Date / /

# Exhibit A - Oregon

		ļ	
	Recurring	Non- Recurring	Not
8.12 DC Power Reduction			
8.12.1 Reduce Primary or Secondary Feed Value(may reduce secondary feed to zero)			
8.12.1.1 Initial amount less than or equal to 60 amps			
QPF		\$441.00	1
Power Reduction Charge		\$346.00	1
8.12.1.2 Initial amount is greater than 60 amps and maintaining greater than 60 amps			
QPF		\$441.00	1
Power Reduction Charge		\$587.00	1
8.12.2 Power Maintenance Charge	\$37.00		1
8.12.3 Power Restoration		ICB	3

## NOTES:

Price not yet approved by the Commission. ICB Individual Case Basis.

Exhibit A 1-8-04 Page 1 of 1