

## 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*

Name of Party: TCG Oregon

Contact for Processing Questions:

Name: L. Fredrik Cederqvist

Telephone: (212) 387-4018

E-mail: fcederqvist@att.com

*Incumbent Local Exchange Carrier*

Qwest Corporation

Carla Butler

(503) 242-5420

carla.butler@qwest.com

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

Steve Dea

intagree@qwest.com

**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 approved by the Commission.

• Docket ARB

• Parties to prior agreement

&

New Agreement: Seeks approval of new negotiated agreement.

**Does adoption or agreement replace an existing agreement between the parties?**

•  NO

•  YES, Docket ARB

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

Docket ARB 527A

**Collocation Miscellaneous Labor Charges Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
TCG Oregon  
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG Oregon ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Commission ("Agreement"); and

WHEREAS, the Parties agree 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 Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**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, 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.

**TCG Oregon**

**Qwest Corporation**

Bill C. Peacock  
Signature

[Handwritten Signature]  
Signature

RS  
Bill C. Peacock  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

Director - Interconnection Agreements  
Title

Director - Wholesale Contracts  
Title

2/26/10  
Date

3/4/10  
Date

**ATTACHMENT 1**  
**Miscellaneous Labor Charges – All Collocation**

*The following language will be added to the Agreement.*

**8.3.1 Rate Elements - All Collocation**

Rate elements for Collocation are included in Exhibit A.

8.3.1.18 Intentionally Left Blank.

8.3.1.19 Intentionally Left Blank.

8.3.1.20 Intentionally Left Blank.

8.3.1.21 Intentionally Left Blank.

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

Amendment										Notes
<b>8.0 Collocation</b>										
	8.1.21	Miscellaneous Services								
	8.1.21.1	Maintenance Labor, per Half Hour								
	8.1.21.1.1	Regular Hours Rate (see rate in 8.2.2.1)							\$20.48	15
	8.1.21.1.2	After Hours Rate							\$43.81	1
	8.1.21.2	Engineering Labor, per Half Hour								
	8.1.21.2.1	Regular Hours Rate (see rate in 8.2.5.1)							\$25.79	1
	8.1.21.2.2	After Hours Rate							\$48.90	
	8.1.21.3	Installation Labor, per Half Hour								
	8.1.21.3.1	Regular Hours Rate (see rate in 8.2.6.1)							\$20.48	15
	8.1.21.3.2	After Hours Rate							\$46.43	1
<b>NOTES:</b>										
1	Rates not addressed in a Cost Docket (estimated TELRIC)									
15	Rate for this element is the same as a rate in a different section of Exhibit A.									