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## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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**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**                      (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_

Approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO

YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

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

- If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB \_\_\_\_\_

YES, approved in Docket ARB \_\_\_\_\_, Order No(s). \_\_\_\_\_

- If original agreement was an adoption, what was its docket number? Docket ARB \_\_\_\_\_

Other: Please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Testing Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
DIECA Communications, Inc. d/b/a Covad Communications Company  
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 DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

**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 April 9, 1999, as referenced in Docket No. ARB 96, Order No. 99-248 ("Agreement"); and

WHEREAS, the Commission previously approved an Amendment for Joint Testing; and

WHEREAS, the Parties wish to replace the aforementioned Amendment with 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 replacing the aforementioned previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing, 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 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.

**Amendments; Waivers**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be

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

**Entire Agreement**

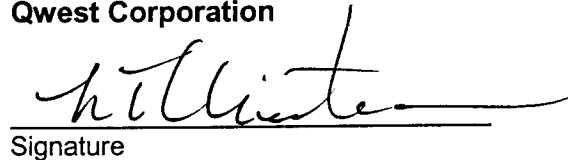
This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written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

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.

**DIECA Communications, Inc. d/b/a  
Covad Communications Company**

**Qwest Corporation**

  
Signature

  
Signature

James A. Kirkland  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

SVP & General Counsel  
Title

Director – Business Policy  
Title

11/19/03  
Date

12/10/03  
Date

## ATTACHMENT 1

### Joint Testing

#### 1.0 Description

1.1 Qwest's Joint Testing at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation.

#### 2.0 Terms and Conditions

2.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation application or Joint Testing application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing application.<sup>1</sup>

2.2 Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of termination to be performed with Qwest presence on the Joint Testing at the ICDF Application or the New/Change/Augment Collocation Application form.

2.3 CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date. Collocation application forms are located in the Ordering section of Collocation General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

2.4 Qwest will acknowledge acceptance of your application within ten (10) calendar days of an accepted New/Change/or Augment Collocation Application or Joint Testing at the ICDF Application.

2.5 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.<sup>2</sup>

2.6 If CLEC wants additional testing not identified on CLEC application, CLEC will need to complete a new Joint Testing at the ICDF Application.

2.7 If CLEC requests charges waived because Qwest errors are found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges are waived. Other wise, Qwest will charge for test update

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<sup>1</sup> Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL\_Collo\_V12.) July 8, 2003.

<sup>2</sup> Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL\_Collo\_V12.) July 8, 2003

### 3.0 Rate Elements

3.1 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a one (1) hour set up fee per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and in addition a per half-hour charge testing fee at the Virtual Collocation maintenance rate. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 2.7.

### 4.0 Ordering

4.1 CLEC is required to submit a request for Joint Testing by checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by sending in the separate Joint Testing Application Form.

4.1.1 Applications should be sent to [rfsmet@qwest.com](mailto:rfsmet@qwest.com). Upon receipt of a complete Application Form, Qwest will contact CLEC to set up a testing time based upon the scheduled RFS.

**Exhibit A  
Oregon**

		<b>Recurring</b>	<b>Nonrecurring</b>	<b>Notes</b>
<b>8</b>	<b>Joint Testing</b>			
	Virtual Collocation Maintenance Charge (price contains a one (1) hour set up fee)		\$40.96	
	Per half-hour test time fee at the Virtual Collocation Charge		\$20.48	