

## 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**                      *Competitive Carrier*                                              *Incumbent Local Exchange 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.

**Out of Hours Project Coordinated Installations Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
XO Communications Services, Inc. (fka XO Oregon, Inc.)  
for the State of Oregon**

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

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Oregon that was approved by the Public Utility Commission of Oregon ("Commission") on July 27, 1999, as referenced in ARB 142, Order No. 99-453; and

WHEREAS, the Parties wish to amend the Agreement further 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 terms, conditions and rates for Out of Hours Project Coordinated Installations as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall 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.

**XO Communications Services, Inc.**



Signature

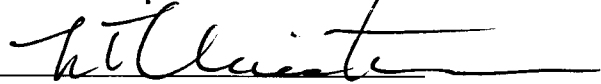
*Heather B. Gold*

SVP-Government Relations  
Name Printed/Typed  
XO Communications, Inc.

Title

5/11/06  
Date

**Qwest Corporation**



Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

5/16/06  
Date

**ATTACHMENT 1**  
**OUT OF HOURS PROJECT COORDINATED INSTALLATIONS**

**Section 1. Ordering**

1.1 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for Enhanced Extended Loop (EEL) or Loop Mux Combination (LMC) Loops where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

1.1.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

1.1.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

**Section 2. Rate Elements**

2.1 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A of the Agreement, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Exhibit A to this Amendment.

**Exhibit A  
Oregon\***

| Select the appropriate type of contract below.<br>For cost docket changes, leave blank: |                                                                              |           |                     |               |     |               |     |  |       |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------|---------------------|---------------|-----|---------------|-----|--|-------|
| New                                                                                     |                                                                              |           |                     |               |     |               |     |  | Notes |
|                                                                                         |                                                                              | Recurring | Recurring, per Mile | Non-Recurring | Rec | NRC, per Mile | NRC |  |       |
| <b>9.20</b>                                                                             | <b>Miscellaneous Charges</b>                                                 |           |                     |               |     |               |     |  |       |
| 9.20.1                                                                                  | Additional Engineering, per Half Hour or fraction thereof                    |           |                     |               |     |               |     |  |       |
| 9.20.1.1                                                                                | Additional Engineering - Basic                                               |           |                     | \$34.40       |     |               |     |  | 12    |
| 9.20.1.2                                                                                | Additional Engineering - Overtime                                            |           |                     | \$45.21       |     |               |     |  | 12    |
| 9.20.2                                                                                  | Additional Labor Installation, per Half Hour or fraction thereof             |           |                     |               |     |               |     |  |       |
| 9.20.2.1                                                                                | Additional Labor Installation - Overtime                                     |           |                     | \$14.86       |     |               |     |  | 12    |
| 9.20.2.2                                                                                | Additional Labor Installation - Premium                                      |           |                     | \$19.81       |     |               |     |  | 12    |
| 9.20.3                                                                                  | Additional Labor Other, per Half Hour or fraction thereof                    |           |                     |               |     |               |     |  |       |
| 9.20.3.1                                                                                | Additional Labor Other - (Optional Testing) Basic                            |           |                     | \$30.68       |     |               |     |  | 12    |
| 9.20.3.2                                                                                | Additional Labor Other - (Optional Testing) Overtime                         |           |                     | \$40.84       |     |               |     |  | 12    |
| 9.20.3.3                                                                                | Additional Labor Other - (Optional Testing) Premium                          |           |                     | \$51.01       |     |               |     |  | 12    |
| 9.20.4                                                                                  | Testing and Maintenance, per Half Hour or fraction thereof                   |           |                     |               |     |               |     |  |       |
| 9.20.4.1                                                                                | Testing and Maintenance - Basic                                              |           |                     | \$30.29       |     |               |     |  | 12    |
| 9.20.4.2                                                                                | Testing and Maintenance - Overtime                                           |           |                     | \$40.72       |     |               |     |  | 12    |
| 9.20.4.3                                                                                | Testing and Maintenance - Premium                                            |           |                     | \$51.14       |     |               |     |  | 12    |
| 9.20.5                                                                                  | Maintenance of Service, per Half Hour or fraction thereof                    |           |                     |               |     |               |     |  |       |
| 9.20.5.1                                                                                | Maintenance of Service - Basic                                               |           |                     | \$30.68       |     |               |     |  | 12    |
| 9.20.5.2                                                                                | Maintenance of Service - Overtime                                            |           |                     | \$40.84       |     |               |     |  | 12    |
| 9.20.5.3                                                                                | Maintenance of Service - Premium                                             |           |                     | \$51.01       |     |               |     |  | 12    |
| 9.20.6                                                                                  | Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof |           |                     |               |     |               |     |  |       |
| 9.20.6.1                                                                                | Additional Cooperative Acceptance Testing - Basic                            |           |                     | \$30.29       |     |               |     |  | 12    |
| 9.20.6.2                                                                                | Additional Cooperative Acceptance Testing - Overtime                         |           |                     | \$40.72       |     |               |     |  | 12    |
| 9.20.6.3                                                                                | Additional Cooperative Acceptance Testing - Premium                          |           |                     | \$51.14       |     |               |     |  | 12    |
| 9.20.7                                                                                  | Intentionally Left Blank                                                     |           |                     |               |     |               |     |  |       |
| 9.20.8                                                                                  | Intentionally Left Blank                                                     |           |                     |               |     |               |     |  |       |
| 9.20.9                                                                                  | Additional Dispatch                                                          |           |                     | \$128.56      |     |               |     |  | 12    |
| 9.20.10                                                                                 | Date Change                                                                  |           |                     | \$48.66       |     |               |     |  | 12    |
| 9.20.11                                                                                 | Design Change                                                                |           |                     | \$103.10      |     |               |     |  | 12    |
| 9.20.12                                                                                 | Expedite Charge                                                              |           |                     |               |     |               |     |  |       |
| 9.20.12.1                                                                               | Designed Services, per Day                                                   |           |                     | \$200.00      |     |               |     |  | 2     |
| 9.20.13                                                                                 | Cancellation Charge                                                          |           |                     | ICB           |     |               |     |  | 3     |

**NOTES:**

- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [12] Rates proposed in UM 1025