



CARLA M. BUTLER

November 10, 2017

Via E-Filing Only

Filing Center
Oregon Public Utility Commission
P.O. Box 1088
Salem, OR 97308-1088
puc.filingcenter@state.or.us

Re: CLEC-Requested Unbundled Network Elements Construction
("CRUNEC") Amendment to the Interconnection Agreement between
Granite Telecommunications LLC and Qwest Corporation dba
CenturyLink QC
ARB 516

Dear:

Attached please find the above entitled Amendment to the Interconnection Agreement between Granite Telecommunications LLC and Qwest Corporation dba CenturyLink QC. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. No paper copy will follow.

Please feel free to contact me if you have any questions concerning the attached. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler
Paralegal

Attachment

310 SW Park Ave., 11th Flr.
Portland, OR 97205
Tel. 503.242.5420
Fax. 503.242.8589
carla.butler@centurylink.com

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 use the information from 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 to the e-mail address 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 approved by the Commission.

- Docket ARB _____

- Parties to prior agreement: _____ & _____

New Agreement: Seeks approval of a 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 _____

Does this filing replace an agreement or amendment currently pending Commission approval?

NO

YES, Docket ARB _____, Filed on _____

Attachment(s) provided on CD, DVD or flash drive.

**CLEC-Requested Unbundled Network Elements Construction (“CRUNEC”)
Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Granite Telecommunications LLC
for the State of Oregon**

This Amendment (“Amendment”) is made and entered into by and between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Granite Telecommunications LLC (“CLEC”). CenturyLink and CLEC 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 Commission on January 16, 2004; 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 the terms, conditions and rates for CLEC Requested UNE Construction (CRUNEC), 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink 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.

Granite Telecommunications LLC

DocuSigned by:
Randy Currier
8FD6CA724AEF42D...

Authorized Signature

Rand Currier
Name Printed/Typed

COO
Title

11/10/2017
Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Diane Roth
766DEF6A140A166...

Authorized Signature

Diane Roth
Name Printed/Typed

Director – Wholesale
Title

11/10/2017
Date

ATTACHMENT 1

CLEC Requested UNE Construction (CRUNEC)

9.19 Construction Charges

CenturyLink will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. CenturyLink will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When CenturyLink constructs to fulfill CLEC's request for UNEs, CenturyLink will bid this construction on a case-by-case basis. CenturyLink will charge for the construction through nonrecurring charges as described in this Section 9.19. When CLEC orders the same or substantially similar service available to CenturyLink End User Customers, nothing in this Section shall be interpreted to authorize CenturyLink to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a CenturyLink End User Customer.

9.19.1 CenturyLink reserves the right to determine if CenturyLink will undertake requested construction. Some circumstances under which CenturyLink will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of CenturyLink's existing network, endanger CenturyLink's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If CenturyLink agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that CenturyLink construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") method. CRUNEC is not required for requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. CenturyLink's CRUNEC applies to the following Wholesale products and services:

- [Enhanced Extended Loop \(EEL\)](#)
- Unbundled [Subloop](#)
- [Unbundled Dark Fiber \(UDF\)](#)
- [Unbundled Dedicated Interoffice Transport \(UDIT\)](#)
- [Unbundled Local Loop](#)

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the CenturyLink service manager.

9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on CenturyLink. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 CenturyLink will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, CenturyLink will refund the Construction payment, excluding expenditures already incurred by CenturyLink for work completed (including work Engineered, Furnished and/or Installed (EF&I)). CenturyLink will provide a brief description of work completed.

9.19.3.3.1 EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

9.19.3.4 The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that CenturyLink uses to assess whether to build the equivalent facilities for itself.

9.19.3.5 Rates are included in Exhibit A to this Agreement.

Exhibit A
Oregon

Amendment				Recurring	Recurring Per Mile	Non-Recurring	Notes		
				REC	REC per Mile	NRC			
9.0 Unbundled Network Elements (UNEs)									
9.19 Construction Charges									
	9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop							
	9.19.1.1	Records Quote Preparation Fee				\$362.28			1
	9.19.1.2	Construction Quote Preparation Fee				\$900.24			1
	9.19.2	Construction of Network Capacity Facilities or Space for Access to or use of UNEs		ICB		ICB	3		3
NOTES:									
1	Rates not addressed in a Cost Docket (estimated TELRIC)								
3	ICB, Individual Case Basis.								