

## 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 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

**Cageless Collocation Bay Procurement Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
CoastCom, Inc.  
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and CoastCom, Inc. ("CLEC"), an Oregon corporation. 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 Public Utility Commission of Oregon on February 12, 2007, as referenced in Order/ARB 792 ("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 terms, conditions and rates for Cageless Collocation Bay Procurement as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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.



**ATTACHMENT 1****Cageless Collocation Bay Procurement****1. Terms and Conditions For Cageless Collocation Bay Procurement**

1.1 To receive this option, CLEC must execute and submit this Amendment to Qwest, and CLEC must either: (1) have previously executed and submitted to Qwest an Interconnection Agreement containing all of the terms and rates for Cageless Collocation; or (2) execute and submit an Amendment with the Cageless Collocation terms and rates concurrent with the submission of this executed Amendment.

1.2 This amendment allows CLEC to request Qwest Corporation to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide Qwest with all bay specifications needed to procure the proper bay.

1.3 Upon receipt of a complete Collocation Application where the CLEC has requested that Qwest procure and install the Cageless bay infrastructure, Qwest will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, Qwest will contact CLEC with any questions.

1.4 If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

1.5 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

1.6 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, Qwest will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in the CLECs Interconnection Agreement.

1.7 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables). CLEC must file a MOP (Method of Procedure) with the Central Office Supervisor so that Qwest can remove the fuses prior to the CLEC removing any equipment or power cabling. If CLEC does not remove its equipment within thirty (30) Days of Qwest's acceptance of the Collocation Decommission Application, Qwest will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) Days to notify Qwest that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and Qwest determines that the equipment has been abandoned, Qwest will send a final notification and bill CLEC for any and all claims,

expenses, fees or other costs associated with the removal by Qwest of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will indemnify and hold Qwest harmless from the failure to return any such equipment, property or other items and from any damaged caused as a result of the removal, storage or disposition of any such abandoned equipment.

**2. Rate Elements.** The following rate elements apply to this Equipment Bay procurement and installation product offering, as shown in Exhibit A to this Amendment:

2.1 Equipment Bay. Provides mounting space for CLEC collocated equipment. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

2.1 Spacers. Provides for cost associated with procuring and installing spacer and associated mounting brackets. Spacer will be procured based on customer requested width and to match existing office environment height.

**Cageless Bay Procurement Amendment Exhibit A  
Oregon**

Amendment				Notes					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>8.0</b>	<b>Collocation</b>								
	<b>8.3</b>	<b>Cageless Physical Collocation</b>							
		8.3.2	Space Construction and Site Preparation						
			8.3.2.9	Cageless Bay Fees					
				8.3.2.9.1	Bay, per Bay				
					8.3.2.9.2	2.5" Spacer Fee, per Spacer		\$2,024.15	1
					8.3.2.9.3	5" Spacer Fee, per Spacer		\$267.26	1
								\$280.81	1
<b>NOTES:</b>									
	1	Rate not addressed in Cost Docket (estimated TELRIC)							