

**APPENDIX COORDINATED HOT CUT
(CHC)**

TABLE OF CONTENTS

1. INTRODUCTION	3
2. CHC SERVICE DESCRIPTION.....	3
3. CHC PRICING	4

APPENDIX COORDINATED HOT CUT (CHC)

1.0 INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to Level 3 Communications, LLC (**LEVEL 3**).

2.0 CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits **LEVEL 3** to request a designated installation or conversion of service occurring at a specific time of day as specified by **LEVEL 3** during, or after, normal business hours.
- 2.2 **LEVEL 3** will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables **LEVEL 3** to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.
- 2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. **SBC-13STATE** acknowledges that the rapid and efficient processing of CHC service orders is critical to **LEVEL 3**'s ability to provide facilities-based services, and accordingly, **SBC-13STATE** shall work cooperatively with **LEVEL 3** to process as quickly as practicable any such service orders that **SBC-13STATE** has limited.
- 2.4 **SBC-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods with notice to **LEVEL 3**. Heavy workload includes any unanticipated volume of work that impacts the **SBC-13STATE**'s ability to provide its baseline service. Where time permits, **SBC-13STATE** will make every effort to notify **LEVEL 3** when such unanticipated activities occur. Any suspension of CHC Service will not disrupt or otherwise affect the provisioning of service orders accepted by **SBC-13STATE**.

3.0 CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When **LEVEL 3** orders CHC service, **SBC-13STATE** shall charge and **LEVEL 3** agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
 - 3.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
 - 3.2.2 **SBC NEVADA** – PUCN, Section C13A, 13.2.6(c)
 - 3.2.3 **SBC CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)

¹ **SBC-13STATE** will not charge the additional labor rate in a particular state in the **SBC MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring UNE rates.

- 3.2.4 **SBC SOUTHWEST REGION 5-STATE** – Appendix Pricing, Schedule of Prices, “Time and Materials Charges”
- 3.2.5 **SBC CONNECTICUT** – Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event that **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge **LEVEL 3** a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to **LEVEL 3**, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if **LEVEL 3** requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**’s inability to gain access to **LEVEL 3**’s end user’s premises, or **LEVEL 3** end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.