

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 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

**Collocation Maintenance, Engineering and Installation Labor Charges and Power Plant
and Usage Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Bend Cable Data Services LLC
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Bend Cable Data Services LLC ("CLEC"), an Oregon corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; 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 as set forth below:

1. Collocation Maintenance, Engineering and Installation Labor Charges, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference.
2. Power Plant and Usage Charges, as set forth in Attachment 2 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise 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

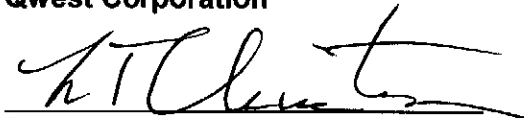
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, 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.

Bend Cable Data Services LLC


Signature
Frank Nidel
Name Printed/Typed
CTO
Title
12/4/08
Date

Qwest Corporation


Signature
L. T. Christensen
Name Printed/Typed
Director – Interconnection Agreements
Title
12/5/08
Date

ATTACHMENT 1

8.3.1 Rate Elements - All Collocation

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

ATTACHMENT 2

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.30. Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.2 Power Plant per Amp. Provides plant infrastructure to support the -48 volt DC power to CLEC collocated equipment. Power plant is built to support the amount of DC power usage ordered by CLEC and may be reduced with a power reduction request.

8.3.6.1.2 -48 Volt DC Power Usage Less Than or Equal to Sixty (60) Amps. Provides -48 volt DC power to CLEC's collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC power usage charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per-ampere (amp) basis.

				Recurring	Recurring Variable	Non- Recurring	U	S	T
8.0 Collocation									
8.1.4	Power								
	8.1.4.1	Power Plant							
		8.1.4.1.1	Less Than 60 Amps, per Amp Ordered	\$11.95			1		
		8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered	\$9.31			1		
	8.1.4.2	Power Usage							
		8.1.4.2.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.16			1		
		8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	\$4.33			1		
	8.1.21	Miscellaneous Services							
		8.1.21.1	Maintenance Labor, per Half Hour						
			8.1.21.1.1 Regular Hours Rate			\$20.48			G
			8.1.21.1.2 After Hours Rate			\$43.81			1
		8.1.21.2	Engineering Labor, per Half Hour						
			8.1.21.2.1 Regular Hours Rate			\$25.79			G
			8.1.21.2.2 After Hours Rate			\$48.90			1
		8.1.21.3	Installation Labor, per Half Hour						
			8.1.21.3.1 Regular Hours Rate			\$20.48			G
			8.1.21.3.2 After Hours Rate			\$46.43			1
	8.4 Caged Physical Collocation								
	8.4.2	Space Construction and Site Preparation							
		8.4.2.6	-48 Volt DC Power Cables, per Feed						
			8.4.2.6.1 20 Amp Power Feed	\$8.10		\$5,377.02	1		1
			8.4.2.6.2 30 Amp Power Feed	\$8.92		\$5,922.85	1		1
			8.4.2.6.3 40 Amp Power Feed	\$10.67		\$7,082.03	1		1
			8.4.2.6.4 60 Amp Power Feed	\$17.62		\$11,880.87	1		1
			8.4.2.6.5 100 Amp Power Feed	\$28.67		\$19,025.01	1		1
			8.4.2.6.6 200 Amp Power Feed	\$53.37		\$35,414.85	1		1
			8.4.2.6.7 300 Amp Power Feed	\$83.91		\$55,887.81	1		1
			8.4.2.6.8 400 Amp Power Feed	\$119.15		\$79,069.31	1		1
NOTES:									
G	UT 119 (Order 96-079)								
1	Rates not addressed in a Cost Docket (estimated TELRIC)								