

DEC 12 2008

PUBLIC UTILITY COMMISSION OF OREGON
550 CAPITOL ST. NE, SUITE 215
SALEM, OR 97301-2551

Public Utility Commission of Oregon
Administrative Hearing Division

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: Lightspeed Networks, Inc., d/b/a LS Networks Qwest Corporation

Contact for Processing Questions:

Name: Valerie Starr Carla Butler
Telephone: (503) 414-0463 (503) 242-5420
E-mail: vstarr@lsnetworks.net carla.butler@qwest.com

Contact for Legal Questions (if different):

Name: _____
Telephone: _____
E-mail: _____

Other Persons wanting E-mail service of documents (if any):

Name: _____ Don Mason / Steve Dea
E-mail: _____ don.mason@qwest.com / intagree@qwest.com

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 509

**Collocation Maintenance, Engineering and Installation Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation and
LightSpeed Networks, Inc. dba LS Networks
for the State of Oregon**

RECEIVED

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This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and LightSpeed Networks, Inc. d/b/a LS Networks ("CLEC"), an Oregon corporation. Qwest and CLEC 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 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 Collocation Maintenance, Engineering and Installation Labor Charges as set forth in Attachment 1 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

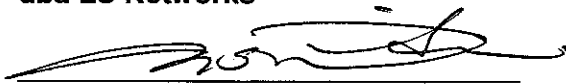
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

**LightSpeed Networks, Inc.
dba LS Networks**



Signature

Michael WEIDMAN

Name Printed/Typed

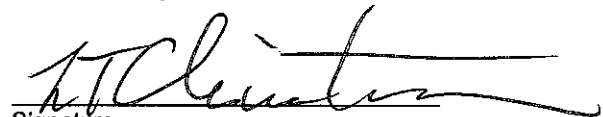
PRESIDENT & C.E.O.

Title

11-25-08

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

12/2/08

Date

ATTACHMENT 1

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

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.

Select the appropriate type of contract below. For cost docket changes, leave blank:		Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election	State Ordered Rates		Notes	
		Options		Recurring	Recurring Per/Min	Non-Recurring	FEC REC PER/ MIN REC
8.0	Collocation						
8.1	All Collocation						
	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
NOTES:							
G	UT 119 (Order 96-079)						
1	Rates not addressed in a Cost Docket (estimated TELRIC)						