



CARLA M. BUTLER

August 1, 2013

Ms. Cheryl Walker
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, OR 97310

Re: Standard Shared Fiber Rate Update Amendment between Zayo Bandwidth
Northwest, Inc. and Qwest Corporation dba CenturyLink QC
ARB 513

Dear Ms. Walker:

Enclosed please find an original and two (2) copies of a fully executed
Amendment to the Interconnection Agreement between Zayo Bandwidth
Northwest, Inc.¹ and Qwest Corporation dba CenturyLink QC. Also enclosed is
a completed Carrier-to-Carrier Agreement Checklist, which includes the names
of the parties, a contact person, and the type of filing. The electronic version was
eFiled this date.

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

Very truly yours,

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

Carla M. Butler
Paralegal

Enclosures

cc: Cybelle Simoneau, Zayo Bandwidth Northwest, Inc. (letter and checklist only)

¹ On May 30, 2008, Zayo Group, LLC acquired Northwest Telephone, Inc. (NTI). Upon the effective date
of the merger, NTI changed its name to Zayo Bandwidth Northwest, Inc..

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 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*

Name of Party: Zayo Bandwidth Northwest, Inc.

Contact for Processing Questions:

Name: Cybelle Simoneau

Telephone: (303) 381-3242

E-mail: csimoneau@zayo.com

Incumbent Local Exchange Carrier

Qwest Corporation dba CenturyLink QC

Carla Butler

(503) 242-5420

carla.butler@centurylink.com

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

Steve Dea

intagree*centurylink.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 513

**Standard Shared Fiber Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Zayo Bandwidth Northwest, Inc.
for the State of Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Zayo Bandwidth Northwest, Inc. (“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 which was approved by the Commission on December 10, 2003; and

WHEREAS, the Parties desire 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 rates for standard shared fiber as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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, 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.

Zayo Bandwidth Northwest, Inc.

DocuSigned by:
Gregg Strumberger
B3B0C76CF63E4A8...
Signature

Name Printed/Typed

General Counsel, ZFS

Title

7/29/2013

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen
Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

7/29/2013

Date

Select the appropriate type of contract below. For cost docket changes, leave blank:				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election					
				Options	Options			Notes		
					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.0 Collocation										
8.1 All Collocation										
	8.1.2	Entrance Facility								
	8.1.2.2	Cageless & Caged Standard Shared, per Fiber			\$5.92		\$613.33	1		1
NOTES:										
1	Rates not addressed in a Cost Docket (estimated TELRIC)									