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George Baker Thomson, Jr.
Corporate Counsel

March 12, 2010

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Collocation Miscellaneous Labor Charges Amendment to the
Interconnection Agreement between Qwest Corporation and
AT&T Communications of the Midwest, Inc. for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Collocation Miscellaneous Labor Charges Amendment to the Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc. for the State of South Dakota.

Contact information for AT&T Communications of the Midwest, Inc. is as follows:

L. Fredrik Cederqvist, Senior Attorney – Law Department
AT&T Services, Inc.
32 Avenue of the Americas, Room E561
New York, NY 10013
Phone: 212 387-4018
E-mail: fcederqvist@att.com

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "George Baker Thomson, Jr.", written in a cursive style.

George Baker Thomson, Jr.

Enclosure

e-mail cc: L. Fredrik Cederqvist, AT&T Services, Inc. – AT&T Communications of
the Midwest, Inc.

cc: David Ziegler

**Collocation Miscellaneous Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation
and
AT&T Communications of the Midwest, Inc.
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Midwest, Inc. ("CLEC"). 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 South Dakota, that was approved by the Commission ("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 Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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, 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.

AT&T Communications of the Midwest, Inc.

Qwest Corporation

Bill C. Peacock

Signature

RS

Bill C. Peacock

Name Printed/Typed

Director - Interconnection Agreements

Title

Date

2/26/10

L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

Date

3/5/10

ATTACHMENT 1
Miscellaneous Labor Charges – All Collocation

The following language will be added to the Agreement.

8.3.1 Rate Elements - All Collocation

Rate elements for Collocation are included in Exhibit A.

8.3.1.18 Intentionally Left Blank.

8.3.1.19 Intentionally Left Blank.

8.3.1.20 Intentionally Left Blank.

8.3.1.21 Intentionally Left Blank.

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.

Amendment				Recurring	Recurring Per Mile	Non-Recurring	Notes		
							HFC	HFC per Mile	NFC
8.1 All Collocation									
	8.1.21	Miscellaneous Charges							
		8.1.21.1	Maintenance Labor, per Half Hour (see rates in 8.2.2)						
		8.1.21.1.1	Regular Hours Rate			\$24.54			15
		8.1.21.1.2	After Hours Rate			\$32.64			15
		8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)						
		8.1.21.2.1	Regular Hours Rate			\$23.93			15
		8.1.21.2.2	After Hours Rate			\$32.01			15
		8.1.21.3	Installation Labor, per Half Hour (see rates in 8.2.6)						
		8.1.21.3.1	Regular Hours Rate			\$27.70			15
		8.1.21.3.2	After Hours Rate			\$35.99			15
NOTES:									
	15	Rate was previously ordered for this element in a different section of Exhibit A.							