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George Baker Thomson, Jr.
Corporate Counsel

March 20, 2009

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

Re: Collocation Engineering and Installation Labor Charges Amendment to the Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, 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 Engineering and Installation Labor Charges Amendment to the Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. approved by the Commission on July 23, 1999, Docket TC-99-057, for the State of South Dakota.

Contact information for McLeodUSA Telecommunications Services, Inc. is as follows:

McLeodUSA Telecommunications Services, Inc.
Julia Redman-Carter, Carrier Relations Manager
One Martha's Way
Hiawatha, IA 52233
Phone: 319-790-2250
Facsimile: 319-790-7901
E-mail: julia.redman-carter@mcleodusa.com

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

Sincerely,

A handwritten signature in black ink, appearing to read "George Thomson".

George Baker Thomson, Jr.

Enclosure

e-mail cc: Julia Redman-Carter, McLeodUSA Telecommunications Services, Inc.

cc: Colleen Sevold

**Collocation Engineering and Installation Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation and
McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services. ("CLEC"), an Iowa 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 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.

**McLeodUSA Telecommunications
Services, Inc. dba PAETEC
Business Services**

Sean Pflaging
Signature

Sean Pflaging
Name Printed/Typed

Senior VP Network Services
Title

2/27/09
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

3/13/09
Date

ATTACHMENT 1

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

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

8.3.1.24 Installation Labor. Provides for the installation, change or removal of Collocation .

Amendment				Recurring	Recurring Per Mile	Non-Recurring	REC	Notes	REC
							PER HOUR		PER HOUR
8.0 Collocation									
8.1 All Collocation									
	8.1.21	Labor Charges							
		8.1.21.1	Intentionally Left Blank						
		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.							