

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
**Advice Letter Filing Summary Sheet
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: September 11, 2006

Company Name: AT&T California		CPUC Utility Number <u>U-1001 C</u>	
Address: 525 Market Street, #1944		<input checked="" type="checkbox"/> LEC <input type="checkbox"/> IEC <input type="checkbox"/> IER	
City, State, Zip: San Francisco, CA 94105		<input type="checkbox"/> CLC <input type="checkbox"/> CLR <input type="checkbox"/> CMRS	
Filing #: 28784	Requested Effective Date: August 23, 2006	NRF Category (if applicable):	
Name:	Email Address:	Phone No.:	Fax No.:
Filer M. Noone	regtss@att.com	(415) 778-1299	(415) 543-3766
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

Annual Revenues: \$ _____ **Tariff Schedules:** _____ **Keyword:** Contract

Subject of filing
(Service(s) included) Contract

Authorization for filing
(Resolution #, Decision #, etc.) D.06-08-030

Related service
(Other service, replacement AL filing) _____

Rate Element(s) affected and % change
(Non-recurring and / or recurring) _____

Notes/Comments
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Telecommunications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email protest to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

LEC = Local Exchange Carrier
IEC = Interexchange Carrier
CLC = Competitive Local Carrier
IER = Interexchange Carrier Reseller
CLR = Competitive Local Carrier Reseller
CMRS = Commercial Mobile Radio Service

(FOR CPUC USE ONLY)

<input type="checkbox"/> WTS Required <input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___ Resolution No.: T - _____ <i>Rev. 04/01/05</i>	Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____
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September 11, 2006

U 1001 C
Advice Letter No. 28784

Public Utilities Commission of the State of California

AT&T California transmits a modification of a contract for filing.

In compliance with Section III. G. of General Order No. 96-A, we are mailing a copy of this advice letter to competing and adjacent Utilities and/or other Utilities, and interested parties, as requested. Also in compliance with Section X.A. of General Order 96-A, we are mailing a copy of this advice letter to each customer named in the contract. In addition, we are sending an e-mail copy of this advice letter to parties as requested. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.AT&T.com/calreg>. If there are any questions regarding the distribution of this advice letter call 415-778-1299.

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must set forth the specific grounds on which it is based. A protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. The address for mailing or delivering a protest to the Commission is:

Director, Telecommunications Division
505 Van Ness Avenue, Room 3210
San Francisco, CA 94102

If you have e-mail capability, the protest must also be e-mailed to the Telecommunications Division at TD_PAL@cpuc.ca.gov. A copy of the protest must be mailed or faxed (415.543.3766) to AT&T California on the same date it is mailed or delivered to the Commission. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com.

In accordance with D.06-08-030, this contract is effective August 23, 2006, the date of the last signature in the contract.

Yours truly,

AT&T California

(Signature on File)

Executive Director

Attachment

**MODIFICATION NO. 1 OF ADDENDUM NO. 3 OF THE MASTER AGREEMENT FOR
PROVISION, INSTALLATION AND
MAINTENANCE OF TELECOMMUNICATIONS SERVICE BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA
AND**

This Modification No. 1 ("Modification") of Addendum No. 3 of the Master Agreement For Provision, Installation and Maintenance of Telecommunications Service is dated Aug, 23, 2006, and is between Pacific Bell Telephone Company dba AT&T California ("AT&T") and ("Customer"). Commencing in early 2006, Pacific Bell Telephone Company changed its principal dba from "SBC California" to "AT&T California".

WHEREAS, AT&T and Customer entered into a Master Agreement For Provision, Installation and Maintenance of Telecommunications Service, dated January 16, 2003 ("Agreement"); and

WHEREAS, Addendum No. 3 to the Agreement, dated July 24, 2006, provides for the provision of telecommunication services to Customer; and

WHEREAS, the parties desire to make changes to further clarify the terms of Addendum No. 3.

NOW, THEREFORE, the parties intending to be legally bound, mutually agree that Addendum No. 3 is hereby modified as follows:

1. Section II is modified to add new Section II. C., Additional Service Locations, as follows:

"C. Additional Service Locations

Subject to the availability of equipment and facilities (including outside plant, cable, capacity and memory), AT&T shall provide and Customer shall subscribe to Service at Customer's locations within AT&T's franchise territory in the State of California. OPT-E-MAN[®] Service shall be provided only at the locations identified in Exhibit 1 to this Addendum."

2. Section IV. is modified to add the following as the second sentence in the paragraph as follows:

"AT&T will provide additional Service as further described in Section V.B. below."

3. Section V is modified by renumbering to Section V.B – Changes in Scope to Section V. C, by renumbering Section V. C – Taxes and Surcharges to Section V. D, by renumbering Section V. D – Services Not Included to Section V. E, and by adding a new Section V. B - Price(s) for Additional Service as follows:

“B. Price(s) for Additional Service

The minimum quantities of OPT-E-MAN® Service at the Additional Service Locations as set forth in Section II.C above is as follows:

1.

<u>Quantity</u>	<u>USOC</u>	<u>Description</u>
2	P9FGX	OPT-E-MAN® Basic Connect 1 Gbps
2	R6EQC	OPT-E-MAN® CIR – Mbps (Silver)
2	EVNCC	EVC 501 – 1,000 Mbps (Silver)

Monthly Price \$2,800.00

Customer has elected to pay on a monthly basis for the term of this Addendum. The monthly price set forth above is for the minimum quantity of Service as set forth and described in subsection V.B 1. above. The term for the minimum quantities shall run for five years from the date all minimum quantities are installed and available for use. The price includes the monthly service charge for the minimum quantities. The price also includes the nonrecurring charge to initially provision and install the minimum quantities as set forth in the table above. Installation of the Minimum Quantity shall commence upon request of the Customer but no later than November 15, 2006. In the event the Minimum Quantity is not installed on or before November 15, 2006, due to delays caused by Customer, AT&T shall commence billing Customer the Monthly Price as if the Minimum Quantity had been installed as of November 15, 2006.

If Customer elects to decrease the Service to less than the minimum quantities described in this Section V.B. above, Customer will continue to pay the monthly price set forth above.

Except as specifically set forth above, Customer will pay the prevailing tariff nonrecurring charge for all installations, adds, moves and changes of the Service provided hereunder at the time of the installation, add, move or change.”

This Modification shall become effective upon California Public Utility Commission ("CPUC") approval and shall remain in full force and effect for the term of the Agreement. Except as modified by this Modification, all of the terms and conditions of the Agreement shall remain in full force and effect.

Pursuant to CPUC General Order 96-A, this Modification shall at all times be subject to such changes or modifications as the CPUC may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 1 to be executed by their respective duly authorized representatives.

**PACIFIC BELL TELEPHONE COMPANY
dba AT&T CALIFORNIA**

By: 

Print Name: _____

Title: LINDA MERCIER
Contract Management

Date Signed: 8-23-06