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Vice President
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06 NOV 28 PM 4: 28

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COMMISSION
CLERK

November 28, 2006

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

041269-TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc d/b/a Covad Communications Company
Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to interconnection, unbundling, resale and collocation Agreement with DIECA Communications, Inc d/b/a Covad Communications Company.

Please use this amendment to replace the amendment filed on March 31, 2006 [document no. 02886-06] in docket 041269-TP

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

- AMP _____
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DOCUMENT NUMBER-DATE

10835 NOV 28 06

FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
DIECA Communications, Inc. d/b/a Covad Communications Company
and
BellSouth Telecommunications, Inc.
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties agree to incorporate the specific naming designations for Exhibits and Attachments.
2. All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

DOCUMENT NUMBER-DATE

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 11/3/06

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

By: 

Name: James A. Kirkland

Title: SVP and General Counsel

Date: 10/17/06

20. Routine Network Modifications
- 20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit C Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.
- 20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit C to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Covad, BellSouth will perform the RNM.
21. Line Conditioning
- 21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.
- 21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 21.3 Any copper loop being ordered by Covad which has over 6,000 feet of combined bridged tap will be modified, upon request from Covad, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Covad. Line conditioning orders that require the removal of

Florida Generic Change of Law Amendment
Exhibit A

other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit C to Attachment 2 of the Agreement.

- 21.4 Covad may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit C to Attachment 2 of the Agreement.
- 21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 21.7 If Covad requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Covad will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 21.8 Covad will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Covad desires BellSouth to condition.
- 21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Covad, Covad will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Covad is available at the location for which the ULM was requested, Covad will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Covad will not be charged for ULM but will only be charged the service order charges for submitting an order.