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150 South Monroe Street  
Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

ORIGINAL

RECORDS AND REPORTING

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November 12, 1999

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

991716-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. d/b/a Covad Communications Company pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to DIECA Communications, Inc. d/b/a Covad Communications Company. The commission approved the initial agreement between the companies in Order 99-0311 issued February 18, 1999 in Docket 981848-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*Marshall M. Criser III*

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FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between DIECA Communications, inc. d/b/a Covad Communications Company and BellSouth Telecommunications, Inc., dated September 30, 1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

THIRD AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
DIECA COMMUNICATIONS, INC. d/b/a  
COVAD COMMUNICATIONS COMPANY and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 1, 1998.

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. d/b/a Covad Communications Company. ("Covad"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 1, 1998 ("Interconnection Agreement").

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, BellSouth and Covad hereby covenant and agree as follows:

1.0 The Parties hereby agree that Attachment 2, Section 2, paragraph 2.2.9 is supplemented with a new paragraph 2.2.9.5 as follows:

2.2.9.5 To the extent that a copper loop of 18 kft. or shorter exists at a particular customer address, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment, including without limitation, over 6 kft. of bridge tap, filters, load coils, range extenders, digital loop carriers, or repeaters. The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Covad may use the UCL for a variety of services, including xDSL (e.g. ADSL, SDSL, and HDSL) services, by attaching appropriate Covad terminal equipment. BellSouth will perform all necessary design and provisioning processes required to make the UCL available to Covad. The UCL shall not be subject to the technical requirements of Attachment 2, Section 2, paragraph 2.3.2.9 of the Interconnection Agreement.

2.0 The Parties hereby agree that Attachment 2, Section 2, paragraph 2.2.9 is supplemented with a new paragraph 2.2.9.6 as follows:

2.2.9.6 The UCL will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCLs. The Service Inquiry Process will be required to determine if facilities are available.

3.0 The Parties hereby agree that Attachment 2, Section 2, paragraph 2.2.9 is supplemented with a new paragraph 2.2.9.7 as follows:

2.2.9.7 BellSouth shall provide the requested loop if available, in accordance with the intervals for the UCL as indicated by the BellSouth Products and Services Interval Guide posted on the web. The guide may be found at::

<http://www.interconnection.bellsouth.com/guides/guides.html>

The Service Inquiry is normally completed within 3 to 5 business days from the receipt of a valid LSR from Covad. If an LSR submitted by Covad is invalid, BellSouth shall use best efforts to notify Covad within one (1) business day or less. BellSouth will use best efforts to identify all fields on the current version of the LSR, which need to be clarified or rejected. The LSR may be returned to Covad additionally, based on newly submitted information from Covad or if conflicts occur in downstream ordering systems.

4.0 The Parties hereby agree that Attachment 2, Section 2, paragraph 2.2.9 is supplemented with a new paragraph 2.2.9.8 as follows:

2.2.9.8 If no facilities exist, Covad may utilize the Special Construction process to have existing facilities modified or place new facilities, if either is technically feasible. Upon completion of the Service Inquiry Process, BellSouth shall notify Covad of the availability of the UCL UNE at the requested address. In this notification, BellSouth shall provide a basic description of the reason for the unavailability. BellSouth will notify Covad if special construction will be required. BellSouth will not proceed further with the special construction i.e. preparing cost estimates, providing dates for facility availability, and etc., unless Covad agrees to pay for the cost of the special construction estimate. BellSouth shall use its best efforts to complete any necessary special construction as soon as possible.

5.0 The Parties hereby agree that Attachment 2, Section 2, paragraph 2.2.9 is supplemented with a new paragraph 2.2.9.9 as follows:

2.2.9.9 BellSouth will dispatch a technician to provide a short on the UCL to allow Covad to test the UCL in any manner they require. BellSouth will only dispatch without cost to Covad in those instances where a new UCL is being installed i.e., upon completion of the provisioning of the UCL loop., and where BellSouth determines a dispatch is required. Covad may request a dispatch to perform testing that

BellSouth determines is not required for provisioning the service but will be charged for Additional labor and or additional cooperative acceptance testing as outlined in the FCC #1 tariff. BellSouth and Covad will mutually agree on a scheduled date and time for this additional testing to occur. BellSouth will call Covad with the technician on the line to perform the above mentioned test and Covad will within 15 minutes begin testing with the technician. If the above testing does not require additional charges as provided for in this paragraph, the BellSouth technician will not test with Covad for a period to exceed 15 minutes or unless agreed to by BellSouth without occurring additional charges as outlined in FCC tariff #1. BellSouth will recover all costs associated with any additional testing required to meet BellSouth's technical requirements. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.

6.0 The Parties further hereby agree to supplement Table 1, Attachment 11 for all states, as follows:

	AL	FL	GA	KY	LA	MS	NC	SC	TN
<b>2-Wire Unbundled Copper Loop*</b>									
<b>Recurring</b>	\$19.41	\$21.98	\$18.69	\$18.84	\$25.47	\$22.26	\$19.12	\$22.54	\$20.11
<b>Non-Recurring</b>									
Non-Recurring 1st	\$585.20	\$593.58	\$585.62	\$585.01	\$587.35	\$585.29	\$584.23	\$587.37	\$586.27
Non-Recurring Add'l	\$455.63	\$461.96	\$455.76	\$455.57	\$457.30	\$455.70	\$454.93	\$457.32	\$456.43
Manual Svc Ord -1st	\$46.62	\$47.54	\$46.90	\$46.48	\$46.79	\$46.63	\$46.46	\$46.79	\$46.75
Manual Svc Ord -Adl	\$20.56	\$20.96	\$20.68	\$20.50	\$20.63	\$20.56	\$20.49	\$20.63	\$20.61
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.00	\$16.19	\$15.98	\$16.02	\$16.06	\$16.00	\$15.99	\$16.06	\$16.03

\* The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the

event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through arbitration.

7.0 The Parties agree that this Amendment shall not modify the Interconnection Agreement except as expressly stated herein.

8.0 The Parties agree that the execution of this Amendment shall not constitute an admission or evidence that the terms and conditions stated herein comply or do not comply with the federal Telecommunications Act of 1996, applicable state law, or any existing or future ruling of any regulatory body, including without limitation the Federal Communications Commission and the regulatory commissions in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

9.0 The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

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

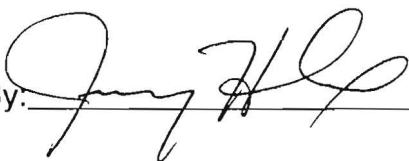
By: 

Name: DHRUV KHANNA

Title: VP - GC

Date: 9/30/99

BellSouth Telecommunications,  
Inc.

By: 

Name: Jerry D. Hendrix

Title: Sr. Director-Interconnection  
Services

Date: 9/30/99