

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Competitive Carriers for	§	Docket Nos. 981834-TP and 990321-TL
Commission Action to support local	§	(Consolidated)
competition in BellSouth	§	
Telecommunications, Inc.'s territory	§	
	§	
In re: Petition of Rhythms Links, Inc. for	§	
generic investigation to ensure that	§	
BellSouth Telecommunications, Inc.,	§	
Sprint-Florida, Inc., and GTE Florida Inc.,	§	
comply with obligation to provide	§	
alternative local exchange carriers with	§	
flexible, timely, and cost-efficient	§	
collocation	§	Filed: November 24, 1999

**REBUTTAL TESTIMONY OF MICHAEL MOSCARITOLO ON BEHALF OF
COVAD COMMUNICATIONS COMPANY**

1 **I. INTRODUCTION**

2 **Q: PLEASE STATE YOUR NAME AND TITLE.**

3 A: My name is Michael Moscaritolo. I presently serve as Director, Network
4 Deployment, Eastern Region for Covad Communications Company (“Covad”).

5 **Q: HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN THESE**
6 **PROCEEDINGS?**

7 A: Yes. I submitted direct testimony.

8 **II. PURPOSE OF TESTIMONY**

9 **Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A: The purpose of my rebuttal testimony is to rebut the direct testimony of
11 the witnesses for BellSouth Telecommunications, Inc. (“BellSouth”) and GTE
12 Florida, Inc. (“GTE”).

13 **III. THE ILECS HAVE NOT REBUTTED THE PRESUMPTION THAT**
14 **COVAD’S PROPOSED COLLOCATION INTERVALS ARE**
15 **TECHNICALLY FEASIBLE.**

16 **A. The Commission Should Adopt Covad’s Proposed Collocation**
17 **Application Arrangement.**

18 **Q: AT PAGE 5, LINES 22-24 OF THE TESTIMONY OF JERRY HENDRIX,**
19 **BELLSOUTH CONTENDS THAT IT WILL PROVIDE AN**
20 **“APPLICATION RESPONSE” WITHIN 30 CALENDAR DAYS OF**
21 **RECEIPT OF A COMPLETE APPLICATION AND FEE. IS THIS**
22 **CONTENTION CONSISTENT WITH YOUR EXPERIENCE WITH**
23 **BELLSOUTH?**

24 A: No. According to the Interconnection Agreement Amendment proposed
25 by BellSouth to Covad, “BellSouth will provide a comprehensive written
26 response within thirty (30) *business* days [*i.e.*, 42 calendar days] of receipt of a
27 complete application” from an ALEC. Paragraph 6.2 of the proposed Collocation
28 Amendment attached as Exhibit JDH-1 to the testimony of Jerry Hendrix contains
29 an identical interval of thirty (30) *business* days.

1 **Q: ACCORDING TO YOUR REVIEW OF THE TESTIMONY OF JERRY**
2 **HENDRIX, IS BELL SOUTH'S PROPOSED APPLICATION RESPONSE**
3 **INTERVAL NECESSARY?**

4 A: No. According to Mr. Hendrix's testimony, the primary purpose of the
5 42-day Application Response interval is to allow BellSouth sufficient time to
6 prepare a cost estimate for the provisioning of the requested collocation space.
7 (Hendrix Dir. at 5, l. 3 - 4) ("Each of these organizations estimates the cost of
8 provisioning the supporting infrastructure required by the collocation request.");
9 (Hendrix Dir. at 15, l. 9 - 16.) Mr. Hendrix, however, also reveals that
10 BellSouth's "price estimate is subject to true up at the time actual costs are
11 available." (Hendrix Dir. at 5, l. 16.) Thus, BellSouth's Application Response
12 interval results in only a non-binding "price estimate" for the ALEC as opposed to
13 a binding "price quote."

14 Because BellSouth provides only a non-binding price estimate, the
15 proposed Application Response interval is unnecessary. Indeed, the parties could
16 achieve the same result without such delay merely by implementing the flat-rate
17 collocation application arrangement described in my direct testimony. (*See*
18 *Moscaritolo Dir. at 7 - 9.*) Because BellSouth's procedure allows it to "true-up"
19 its price estimate at the time actual costs are available, the 42-day delay associated
20 with BellSouth's preparation of the price estimate serves no useful purpose. The
21 parties easily could avoid such delay simply by agreeing upon a flat-rate price for
22 collocation that will be trued-up or down to appropriate costs when such
23 information becomes available. In the end, the fee paid by the ALEC under the
24 flat-rate arrangement would be identical to the fee paid under BellSouth's
25 proposed procedure.

1 **Q: AT PAGE 17 OF THE TESTIMONY OF KEITH MILNER, BELL SOUTH**
2 **CONTENDS THAT IT “MEET[S] THE FCC’S REQUIREMENT TO**
3 **ALLOW ANY OTHER COLLOCATION ARRANGEMENT THAT HAS**
4 **BEEN MADE AVAILABLE BY ANOTHER ILEC” UNLESS IT REBUTS**
5 **THE PRESUMPTION OF FEASIBILITY BEFORE A STATE**
6 **COMMISSION. IS THIS CONSISTENT WITH YOUR EXPERIENCE**
7 **WITH BELL SOUTH?**

8 A: No. Covad proposed the flat-rate collocation application arrangement
9 implemented by US West and Covad to BellSouth’s negotiators over two (2)
10 months ago. Covad did not receive a definitive response from BellSouth until
11 November 19, 1999. A true and correct copy of BellSouth’s response is attached
12 hereto as Exhibit B. In its response, BellSouth contends that it cannot implement
13 the US West arrangement because such implementation would require BellSouth
14 to provide the same competitive terms to every ALEC. This position is contrary
15 to FCC Order 99-48. Indeed, by adopting Order 99-48, the FCC intended the
16 widespread implementation of pro-competitive collocation arrangements. (FCC
17 Order 99-48) (“We believe this ‘best practices’ approach will promote
18 competition.”)

19 Importantly, BellSouth’s response does not state that BellSouth has
20 rebutted the presumption of feasibility of the US West arrangement before this
21 Commission or any other state commission.

22 **B. The Commission Should Adopt Covad’s Proposed Collocation**
23 **Provisioning Intervals.**

24 **Q: AT PAGE 13 OF THE TESTIMONY OF JERRY HENDRIX, BELL SOUTH**
25 **CONTENDS THAT NO DIFFERENCE EXISTS BETWEEN THE**
26 **NECESSARY PROVISIONING INTERVALS FOR CAGED AND**
27 **CAGELESS COLLOCATION. ACCORDING TO YOUR EXPERIENCE,**
28 **IS THIS STATEMENT CORRECT?**

29 A: Absolutely not. Because cageless collocation requires much less labor
30 than standard caged collocation, the amount of time required to provision cageless
31 collocation is significantly shorter. For example, the construction of a cage,

1 which is the interval-limiting task in the provisioning of caged collocation, is not
2 required for cageless collocation. This means that cageless collocation does not
3 require the ILEC to locate ALEC collocation space separate from its own
4 equipment line-ups, to design a cage and its support structure, to procure cage
5 materials, to install cage support structures, construct an entrance to the cage, to
6 erect the cage itself, or to perform the extra labor of running appropriate cabling
7 through the cage.

8 **Q: AT PAGE 14, LINES 4 – 11 OF THE TESTIMONY OF JERRY HENDRIX,**
9 **BELLSOUTH CLAIMS THAT FACTORS OTHER THAN THE**
10 **ERECTION OF A CAGE CONTROL THE TIME REQUIRED TO**
11 **PROVISION COLLOCATION SPACE. ACCORDING TO YOUR**
12 **EXPERIENCE, IS THIS STATEMENT CORRECT?**

13 **A:** No. Mr. Hendrix claims that collocation intervals are controlled by the
14 time required to upgrade ventilation systems, to upgrade power supplies, to build
15 cross connects, and to “condition” space. Upgrades to power supplies and
16 ventilation systems, however, generally are not required to provision cageless
17 collocation space. Rarely does the provisioning of cageless collocation space
18 require the upgrade of both power and ventilation capacities.

19 The building of cross connects is a simple procedure and should not
20 require a reasonably capable technician more than one or two hours to complete.

21 Mr. Hendrix’s reference to the term “space conditioning” is too vague to
22 evaluate. Thus, it is impossible to determine whether this allegedly required labor
23 actually extends the necessary provisioning interval

24 Even if the completion of such tasks were the limiting steps in the
25 provisioning of collocation, which they are not, the ILEC may perform such tasks
26 in parallel, instead of in series, significantly reducing the total amount of time

1 required to complete the work requested. In any event, the ILEC should be able
2 to complete such tasks within the interval proposed by Covad.

3 **Q: DO OTHER ILECS PROVIDE SHORTER PROVISIONING INTERVALS**
4 **FOR CAGELESS COLLOCATION IN COMPARISON WITH CAGED**
5 **COLLOCATION?**

6 A: Yes. Under Covad Interconnection Agreement with US West, US West
7 provides cageless collocation intervals that are shorter than its caged collocation
8 intervals. Similarly, SWBT's cageless collocation interval in Texas is shorter than
9 its caged collocation interval.

10 **IV. BELLSOUTH HAS NOT COMPLIED WITH THE FCC'S ORDERS**
11 **REGARDING CAGELESS COLLOCATION.**

12 **Q: AT PAGE 5 OF KEITH MILNER'S TESTIMONY, BELLSOUTH**
13 **PURPORTS TO LIST THE REQUIREMENTS OF FCC ORDER 99-48. IS**
14 **THIS LIST ENTIRELY ACCURATE?**

15 A: No. Mr. Milner omits significant pro-competitive requirements of FCC Order 99-
16 48. Under FCC Order 99-48,

- 17 • ILECs must make cageless collocation arrangements "available to
18 competitors as soon as possible," FCC Order 99-48 ¶ 40, and must
19 process a competitor's cageless collocation application regardless of
20 whether the parties have executed an interconnection agreement for
21 that arrangement, FCC Order 99-48 ¶ 53;
- 22 • ILECs must allow a CLEC that has been denied collocation because of
23 space limitations "to tour the entire premises in question, not just the
24 room in which space was denied, without charge, within ten days of
25 the denial of space," FCC Order 99-48 ¶ 57;
- 26 • although the ILEC may take reasonable security measures, the ILEC
27 may not require competitors to use separate rooms or floors and "may

1 not utilize unreasonable segregation requirements to impose
2 unnecessary additional costs on competitors,” FCC Order 99-48 ¶42;

3 • an ILEC may not impose security arrangements that are more stringent
4 than those applied to their own employees or contractors; FCC Order
5 99-48;

6 • an ILEC may not refuse to permit collocation of equipment on the
7 grounds that it does not meet performance, rather than safety,
8 requirements, FCC Order 99-48 ¶ 35.

9 **Q: HAS BELLSOUTH COMPLIED WITH THESE REQUIREMENTS?**

10 A: No. For example, BellSouth required Covad to enter into an amendment
11 of its Interconnection Agreement before provisioning Covad’s collocation
12 requests in (1) MIAMFLPL; (2) WPBHFLGR, and (3) NDADFLGG, which were
13 originally the subject of a BellSouth request for waiver of collocation obligations.
14 Indeed, on May 28, 1999, shortly after BellSouth admitted that collocation space
15 existed in these offices, Covad submitted its request for such space. Because of
16 BellSouth’s requirement of an amendment, however, BellSouth did not start
17 provisioning Covad’s requests for cageless collocation in these offices until after
18 November 5, 1999. Thus, Covad was unable to offer services from those central
19 office for over 5 months after BellSouth announced availability of cageless
20 collocation space in those central offices.

21 The proposed collocation amendment attached as Exhibit JDH-1 to the
22 testimony of Jerry Hendrix also contains several provisions that Covad believes
23 violate FCC Order 99-48. Rather than cataloguing each violation, Covad has
24 prepared a redlined copy of the collocation amendment proposed by BellSouth to

1 Covad. A true and correct copy of this redlined copy is attached hereto as Exhibit

2 C.

3 **V. THE COMMISSION SHOULD REJECT THE UNNECESSARY EXPENSE**
4 **AND DELAY ASSOCIATED WITH BELL SOUTH'S PROPOSED TERMS**
5 **FOR CONVERSION OF VIRTUAL COLLOCATION SPACE.**

6 **Q: AT PAGE 8, LINES 8 – 10 OF THE TESTIMONY OF JERRY HENDRIX,**
7 **BELL SOUTH CLAIMS THAT AN APPLICATION FOR CONVERSION**
8 **OF A VIRTUAL COLLOCATION ARRANGEMENT SHOULD BE**
9 **EVALUATED “JUST AS AN APPLICATION FOR PHYSICAL**
10 **COLLOCATION WOULD.” IS THIS CORRECT?**

11 A: No. The evaluation of a request to convert virtual collocation space to
12 cageless collocation space does not involve the same tasks as the evaluation of a
13 request for new collocation space. Indeed, if an ALEC already has obtained a
14 virtual collocation arrangement, the issues of space availability, location of
15 equipment, installation of equipment, and necessary ventilation and power
16 requirements, among others, have already been determined. Thus, the application
17 interval and the application fee should be significantly less than the interval and
18 fee for new collocation requests.

19 **Q: AT PAGE 8, LINES 16 – 17 OF THE TESTIMONY OF JERRY HENDRIX,**
20 **BELL SOUTH CLAIMS THAT “THERE CAN BE NO CHANGE TO OR**
21 **CONVERSION OF THE VIRTUAL ARRANGEMENT THAT COULD**
22 **CAUSE THE ARRANGEMENT TO BE LOCATED IN THE AREA OF**
23 **THE PREMISES RESERVED FOR BELL SOUTH FORECASTED**
24 **GROWTH.” IS THIS CONSISTENT WITH FCC ORDER 99-48?**

25 A: No. Under FCC Order 99-48, ILECs must allow ALECs to collocate in
26 any available space, to the extent technically feasible, and may not require
27 competitors to collocate in space that is separate from their own equipment.
28 BellSouth's proposal to move an ALEC's equipment after it is already deployed
29 as a virtual arrangement, for any reason, violates this requirement.

30 **Q: AT PAGE 8, LINES 18 – 21 OF THE TESTIMONY OF JERRY HENDRIX,**
31 **BELL SOUTH MAINTAINS THAT THE CONVERSION OF A VIRTUAL**

1 **ARRANGEMENT MUST NOT IMPACT THE ILECS' ABILITY TO**
2 **SECURE ITS OWN FACILITIES. IS THIS CONSISTENT WITH FCC**
3 **ORDER 99-48?**

4 A: No. Mr. Hendrix's reference to "the ability to secure [BellSouth's] own
5 facilities" apparently refers to BellSouth's contention that it may construct a cage
6 around its own equipment. In the situation of the conversion of a virtual
7 arrangement, such a measure would not be allowed under FCC Order 99-48.
8 Under the Order, an ILEC may not utilize unreasonable segregation requirements
9 to impose unnecessary additional costs on competitors. FCC Order 99-48 ¶ 42.
10 Because reasonable security could be provided through other, less costly means,
11 an ALEC should not be required to move its equipment from the ILECs line-up
12 upon conversion of a virtual arrangement to a cageless arrangement.

13 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A: Yes.

Exhibit B

Christopher Goodpastor

Subject: COVAD - Collo Negotiations/Cageless Applications



COVAD.txt



COVAD Colo
Negotiations/Co..

-----Original Message-----

From: Campbell, Brian [mailto:Brian.Campbell1@bridge.bellsouth.com]
Sent: Monday, November 22, 1999 11:35 AM
To: tallen@Covad.COM
Subject: COVAD - Collo Negotiations/Cageless Applications

Exhibit B

Covad

Tom:

Attached is Beth Shiroishi's response concerning the collocation application process. If you would like to discuss this further, I would contact her first and if she is unavailable, feel free to contact me.

Brian

Exhibit B

Christopher Goodpastor

From: Beth.Shiroishi@bridge.bellsouth.com
To: Brian.Campbell1@bridge.bellsouth.com
Subject: COVAD - Collo Negotiations/Cageless Applications



COVAD-121

Exhibit B

Covad1

Tom,

At this time, BellSouth is developing standardized rate elements for physical collocation space preparation rate elements. These standardized rates, once final, will alleviate the individual case basis responses that BellSouth currently quotes, and will also allow COVAD to know, up front, the cost of the arrangements requested. BellSouth is presently working to develop these rates and plans to have them finalized by mid-January.

BellSouth understands COVAD's concerns about our current process and is working to resolve these issues through standardized rates. Please understand that BellSouth could not put into effect a process which favors COVAD over another carrier. We must treat all of our customers with parity. However, partly as a result of your concern, we are working to develop a process, available to all of our customers, which will benefit all parties. Thanks,

Beth

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

~~The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.~~

1.0

~~1~~-SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ~~CLEC 4Covad~~ is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to ~~CLEC 4Covad~~ a right to occupy ~~that certain area~~ an unused space designated by ~~BellSouth~~ within a BellSouth central office premises, of a size which is specified by ~~CLEC 4Covad~~ and agreed to by BellSouth (hereinafter "Collocation Space"). ~~Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises or other enclosures as specified in the March 31, 1999 Order of the Federal Communications Commission, In the matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 ("FCC Order 99-48").~~ The size specified by ~~CLEC 4Covad~~ may ~~contemplate~~ include a request for space sufficient to accommodate ~~CLEC 4Covad's~~ growth within a two year period unless otherwise agreed to by the Parties under the same space reservation policies applicable to BellSouth.

~~1.2.1~~ Space Reclamation. In the event of space exhaust within a central office premises, ~~CLEC 4Covad~~ may be required to release space to BellSouth to be allocated to other physical collocation applicants ~~when a minimum of fifty percent of the total amount of space in CLEC 1's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation, under the same policies and procedures regarding reservation of space that are applicable to BellSouth.~~

1.3 Use of Space. ~~CLEC 4Covad~~ shall use the Collocation Space for the purposes of installing, maintaining and operating ~~CLEC 4Covad's~~ equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, ~~CLEC 4Covad~~ may at its option, place ~~CLEC 4Covad~~-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ~~CLEC 4Covad~~ may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by ~~CLEC 4Covad~~ pursuant to section 5.6 following. The Collocation Space may be

used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. ~~CLEC-4Covad~~ agrees to pay the rates and charges identified at Exhibit A attached hereto.

2.0

~~2.~~ SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an Order an application pursuant to Section 6, BellSouth will permit ~~CLEC 4Covad~~ to physically collocate, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. If available space is less than the amount requested in Covad's Order, BellSouth shall report available space in one-bay increments. When determining availability of space, BellSouth shall not require Covad to segregate its equipment from BellSouth's equipment or to deploy Covad's equipment in a room or space separate from BellSouth's equipment. ~~BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.~~

2.2 Reporting. Upon request from ~~CLEC 4Covad~~, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

~~2.2.1~~ **2.2.1** The request from ~~CLEC 4Covad~~ must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

~~2.2.2~~ **2.2.2** BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC 1 and inform CLEC 1 of the time frame under which it can respond.

~~2.3~~ **2.3 Denial of Application Order.** After notifying if BellSouth notifies ~~CLEC 4Covad~~ that BellSouth has no available space in the requested Central Office ("Denial of Application Order"), BellSouth will allow ~~CLEC 4Covad~~, upon request, to tour the entire Central Office within ten (10) calendar business days of such Denial of Application Order at no cost to Covad. In order to schedule said tour within ten (10) business calendar days, the request for a tour of the Central Office must be received by BellSouth within ~~five~~ seven (57) business calendar days of the Denial of Application Order. Within ten (10) calendar days of notifying Covad that no space is available in a particular office, BellSouth shall submit to Covad a report specifying the amount of collocation space available at each requested premises, the number of collocators, the measures that BellSouth is taking to make additional space available for collocation, and any modifications in the use of the space since the last report.

~~2.4~~ **2.4 Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.54 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of ~~Application Order~~ or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise ~~CLEC-4Covad~~ as to of its position on the list.

2.65 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) ~~business calendar~~ days of the Denial of ~~Application Order~~ date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall update this document weekly. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.54.

~~2.72.6~~ **State Agency Procedures.** Notwithstanding the foregoing, should any federal state regulatory agency impose a procedure different than from procedures set forth in this section, that procedure shall supersede the requirements set forth herein. Should any state regulatory agency impose a procedure different from procedures set forth in this section, that procedure shall supersede the requirements set forth herein, to the extent it is consistent with procedures promulgated by the FCC.

2.3.0 COLLOCATION OPTIONS

3.1 Cageless Collocation.

3.1.1 ~~Except where local building code does not allow cageless collocation,~~ BellSouth shall allow ~~CLEC-4Covad~~ to collocate ~~CLEC-4Covad's~~ equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow ~~CLEC-4Covad~~ to have direct access to its equipment and facilities but may require ~~CLEC-4Covad~~ to use a central entrance to the BellSouth Central Office, provided that BellSouth employees are also restricted to the use of the central entrance. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. ~~CLEC-4 where feasible~~ ~~CLEC-4~~ BellSouth shall not require Covad to segregate its equipment from BellSouth's equipment or to deploy Covad's equipment in an isolated space separate from BellSouth's equipment.

3.1.2 BellSouth agrees to apply flat recurring and nonrecurring charges for Cageless Collocation as set forth in Appendix A for the standard two (2), four (4), and six (6) standard and large bay configurations described below. These are interim charges subject to true-up or down as stated in Appendix A. Upon request by Covad, BellSouth shall provide Covad with the relevant invoices for all charges incurred by BellSouth in providing Cageless Collocation to Covad.

3.1.3 BellSouth agrees to provide either standard- or large-sized bays, as described below, in any combination according to the specifications of Covad's Order.

3.1.3.1 Standard-sized bays— A standard-sized bay is 7 feet high, 26 inches wide, 15 inches deep and requires a 2.5 inch spacer on either side of the uprights. The bay space also entails an appropriate front and back aisle space component; normally this requires a 36-inch front aisle and 24-inch back aisle.

3.1.3.2 Large-sized bay—A large-sized bay is _____ feet high, 26 inches wide, 15 inches deep and requires a _____ inch separator on either side of the uprights. The bay space also entails an appropriate front and back aisle space component; normally this requires a 36-inch front aisle and 24-inch back aisle.

3.1.4 Covad's standard bay configuration consists of two (2), four (4), or six (6) bays. The standard two (2) and four (4) bay configuration will consist of one 40 amp power cable including both A and B feeds and associated ground. The standard six (6) bay configuration will consist of two 40 amp power cables including both A and B feeds and associated ground. The nonrecurring charge for bay configuration includes all charges for any quote preparation, ironwork, cable racking, HVAC and all other space related charges, in addition to charges for customary central office lighting and AC outlets.

3.1.5 Except where Covad's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of ~~CLEC 4Covad's equipment and facilities at CLEC 4Covad's option, or if required by local building code.~~ ~~CLEC 4Covad~~ must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, ~~CLEC 4Covad~~ and ~~CLEC 4Covad's~~ BellSouth certified contractor must comply with local building code requirements. ~~CLEC 4Covad's~~ BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill ~~CLEC 4Covad~~ directly for all work performed for ~~CLEC 4Covad~~ pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ~~CLEC 4Covad~~ must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. BellSouth shall be charged fees for access keys and related expenses that are identical to those charged by BellSouth to Covad. **Except in case of emergency, BellSouth will not access ~~CLEC 4Covad's~~ locked enclosure prior to providing 72-hour advance written notice to notifying ~~CLEC 4Covad~~.**

3.2.1 BellSouth has the right to review ~~CLEC 4Covad's~~ plans and specifications for caged collocation space upon written request submitted at least fifteen (15) calendar days before ~~prior to allowing the date~~ construction is scheduled to begin, to start. BellSouth has the right to inspect the enclosure after construction upon written request submitted at least five (5) calendar days before activation of facilities to make sure it is designed and constructed according to BellSouth's guidelines and specifications, and to BellSouth may require ~~CLEC 4Covad~~ to remove or correct at ~~CLEC 4Covad's~~ cost any structure that does not meet these standards, provided that BellSouth provided Covad with written notice of such standards at least thirty (30) days before the date construction was scheduled to begin.

3.3 Shared (Subleased) Caged Collocation. ~~CLEC 4Covad~~ may allow other telecommunications carriers to share ~~CLEC 4Covad's~~ caged collocation arrangement pursuant to terms and conditions agreed to by ~~CLEC 4Covad~~ ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any ~~Firm Order~~Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and ~~CLEC 4Covad~~.

~~3.1.13.3.1~~ ~~CLEC 4Covad~~ shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

~~3.1.23.3.2~~ ~~CLEC 4Covad~~ shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the ~~presence~~ knowing, intentional or negligent conduct of ~~CLEC 4Covad's~~ or its Guests in the Collocation Space. ~~BellSouth shall indemnify and hold harmless Covad from any and all claims, actions, causes of action, of whatever kind or nature arising out of the knowing, intentional, or negligent conduct of BellSouth or its tenants in the Collocation Space.~~

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement"), ~~subject to technical feasibility as defined by 47 C.F.R. § 51.5, where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations.~~ Covad shall be entitled to reserve adjacent space for structures or facilities under the same policies and procedures applicable to BellSouth. ~~—~~ **The Adjacent Arrangement shall be constructed or procured by ~~CLEC 4Covad~~ and in conformance with**

BellSouth's reasonable design and construction specifications. Further, ~~CLEC-4Covad~~ shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to ~~all applicable~~ the terms and conditions set forth in this Attachment. ~~Rates shall be negotiated at the time of the request for Adjacent Collocation.~~

3.4.1 Should ~~CLEC-4Covad~~ elect such option, ~~CLEC-4Covad~~ must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ~~CLEC-4Covad~~ and ~~CLEC-4Covad's~~ contractor must comply with local building code requirements. ~~CLEC-4Covad's~~ contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ~~CLEC-4Covad's~~ BellSouth Certified Vendor shall bill ~~CLEC-4Covad~~ directly for all work performed for ~~CLEC-4Covad~~ pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ~~CLEC-4Covad~~ must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Covad shall charge for BellSouth for such cards, keys, or other access device according to the comparable rates charged to Covad by BellSouth for such services. **Except in cases of emergency, BellSouth shall not access ~~CLEC-4Covad's~~ locked enclosure prior to notifying without providing 72 hours written notice to ~~CLEC-4Covad~~.**

3.4.2 Upon written request timely made at least thirty (30) days before the date construction is scheduled to begin, BellSouth maintains the right to may review ~~CLEC-4Covad's~~ plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require ~~CLEC-4Covad~~, at ~~CLEC-4Covad's~~ sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of a reasonable time after BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 ~~CLEC-4Covad~~ shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At ~~CLEC-4Covad's~~ option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day ~~CLEC-4Covad's~~ equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify ~~CLEC-4Covad~~ in writing that the Collocation Space is ready for occupancy. ~~After receipt of such notice, CLEC-4Covad must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days the same amount of time that BellSouth may reserve space for future use under BellSouth's space reservation policies after receipt of such notice. CLEC-4Covad must notify BellSouth in writing or electronically that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If CLEC-4Covad fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days within two years and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event CLEC-4Covad's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to CLEC-4Covad with respect to said Collocation Space. Termination of CLEC-4Covad's rights to the Collocation Space pursuant to this paragraph shall not operate to release CLEC-4Covad from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, CLEC-4Covad's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.~~

4.3 Termination. Except where otherwise agreed to by the Parties, ~~CLEC-4Covad~~ may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, ~~CLEC-4Covad~~ at its expense shall remove its equipment and other property from the Collocation Space. ~~CLEC-4Covad~~ shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of ~~CLEC-4Covad's~~ Guests; provided, however, that ~~CLEC-4Covad~~ shall continue payment of monthly fees to BellSouth until such date as ~~CLEC-4Covad~~ has fully vacated the Collocation Space. Should ~~CLEC-4Covad~~ fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of ~~CLEC-4Covad~~ at ~~CLEC-4Covad's~~ expense and with no liability for damage or injury to ~~CLEC-4Covad's~~ property unless caused by the ~~gross~~ negligence or intentional misconduct of BellSouth. Upon expiration of ~~this Attachment~~ the Interconnection Agreement, ~~CLEC-4Covad~~ shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the ~~CLEC-4Covad~~ except for ordinary wear and tear. ~~CLEC-4~~ shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to

transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, ~~asynchronous~~ asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 ~~Such~~ ~~The equipment of the Parties equipment~~ must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 ~~CLEC 4Covad~~ shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 ~~CLEC 4Covad~~ shall place a plaque or other identification affixed to ~~CLEC 4Covad's~~ equipment necessary to identify ~~CLEC 4Covad's~~ equipment, including a list of emergency contacts with telephone numbers.

5.2 **Entrance Facilities.** ~~CLEC 4Covad~~ may elect to place ~~CLEC 4Covad-owned~~ or ~~CLEC 4Covad-leased~~ fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. ~~CLEC 4Covad~~ will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. ~~CLEC 4Covad~~ will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ~~CLEC 4Covad's~~ equipment in the Collocation Space. In the event ~~CLEC 4Covad~~ utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ~~CLEC 4Covad~~ must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ~~CLEC 4Covad~~ is responsible for maintenance of the entrance facilities At ~~CLEC 4Covad's~~ option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 **Dual Entrance.** BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide ~~CLEC 4Covad~~ with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ~~CLEC 4Covad's~~ arrangement. The location of the serving manhole(s) will be

determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. ~~CLEC-4Covad~~ may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another ~~CLEC-4Covad~~ collocation arrangement within the same BellSouth Central Office. ~~CLEC-4Covad~~ must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to ~~CLEC-4Covad~~-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should ~~CLEC-4Covad~~ request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to ~~CLEC-4Covad~~ by BellSouth, ~~CLEC-4Covad~~ shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between ~~CLEC-4Covad~~'s equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. ~~CLEC-4Covad~~ shall be responsible for providing, and ~~CLEC-4Covad~~'s BellSouth Certified Vendor shall be responsible for installing and properly ~~labelling~~labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ~~CLEC-4Covad~~ or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At ~~CLEC-4Covad~~'s option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 ~~CLEC-4Covad~~'s Equipment and Facilities. ~~CLEC-4Covad~~, or if required by this Attachment, ~~CLEC-4Covad~~'s BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ~~CLEC-4Covad~~. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, ~~CLEC-4Covad~~ may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by ~~CLEC-4Covad~~ or through BellSouth facilities designated by ~~CLEC-4Covad~~, at ~~CLEC-4Covad~~'s option. Such connections to other carriers may be made using either optical or electrical facilities. ~~CLEC-4Covad~~ may deploy such optical

or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If ~~CLEC 1~~Covad requests a co-Carrier cross-connect after the initial installation, ~~CLEC 1~~Covad must submit an application with a Subsequent Application Fee. ~~CLEC 1~~Covad must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the ~~CLEC 1~~Covad equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where ~~CLEC 1~~Covad's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, ~~CLEC 1~~Covad will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to ~~CLEC 1~~Covad when access to the Collocation Space is required. ~~CLEC 1~~Covad may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ~~CLEC 1~~Covad will not bear any of the expense associated with this work.

~~5.8.8 Access~~. Pursuant to Section 11, ~~CLEC 1~~Covad shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week, without requiring either a security escort of any kind or delaying a competitor's employees' entry into BellSouth premises in any way. ~~CLEC 1~~ agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. ~~CLEC 1~~ agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ~~CLEC 1~~ employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ~~CLEC 1~~ or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

~~5.8.1 Lost or Stolen Access Keys~~. ~~CLEC 1~~ shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. ~~CLEC 1~~ will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), ~~CLEC 1~~ shall pay for all reasonable costs associated with the re keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not substantially interfere with or substantially impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ~~CLEC 1~~Covad violates the

provisions of this paragraph, BellSouth shall give written notice to ~~CLEC-4Covad~~, which notice shall direct ~~CLEC-4Covad~~ to cure the violation within forty-eight (48) hours of ~~CLEC-4Covad's~~ actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If ~~CLEC-4Covad~~ fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ~~CLEC-4Covad's~~ equipment. BellSouth will endeavor, but is not required, to provide notice to ~~CLEC-4Covad~~ prior to taking such action and shall have no liability to ~~CLEC-4Covad~~ for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, ~~CLEC-4Covad~~ may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by ~~CLEC-4Covad~~ in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by ~~CLEC-4Covad~~ at any time. Any damage caused to the Collocation Space by ~~CLEC-4Covad's~~ employees, agents or representatives during the removal of such property shall be promptly repaired by ~~CLEC-4Covad~~ at its expense.

5.11 Alterations. In no case shall ~~CLEC-4Covad~~ or any person acting on behalf of ~~CLEC-4Covad~~ make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ~~CLEC-4Covad~~.

5.12 Janitorial Service. ~~CLEC-4Covad~~ shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

~~6.1 Application for Space. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.~~

~~6.1.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic~~

drawing of the equipment to be placed in CLEC 1's Collocation Space(s) and an estimate of the amount of square footage required.

~~6.1.2 Subsequent Application Fee. In the event CLEC 1 or CLEC 1's Guest(s) desire to modify the use of the Collocation Space, CLEC 1 shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by CLEC 1 in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by CLEC 1 for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to CLEC 1. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by CLEC 1 within 30 calendar days following CLEC 1's receipt of a bill or invoice from BellSouth.~~

6.1 Order. Covad shall indicate its intent to collocate in a BellSouth Central Office by submitting an Order to BellSouth. A Bona Fide Order requires Covad to submit the Expanded Interconnection Bona Fide Order document (BSTEI-1P-F) ("Bona Fide Order") and a deposit of one-half of the appropriate fees. If BellSouth needs to reevaluate Covad's Order as a result of changes requested by Covad to Covad's original Order, then BellSouth will charge Covad a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional may require Covad to resubmit the Order with a fee.

~~6.2 Application Order Response. In addition to the notice of space availability pursuant to Section 2.1,~~

6.2.1 BellSouth will respond within ten (10) calendar business days of receipt of an Order, disclosing Application (1) whether any space is available within a BellSouth central office premises, (2) whether the available space requires a building permit, certificate of occupancy or other permit, and if so, a citation to the particular state and local code requiring such permit, and (3) whether the Application Order is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application Order to become Bona Fide.

6.2.2 When space has been determined to be available, BellSouth will provide a comprehensive written response ("Comprehensive Response") within thirty three (33) business days of receipt of a complete application Bona Fide Order. The Comprehensive Response shall state:

- (a) the date on which BellSouth received the Bona Fide Order;
- (b) whether Ordinary or Extraordinary conditions exist, as described in paragraph 6.3;
- (c) the amount and configuration of the requested space, or, if the requested space is unavailable, the amount and configuration of the available space;
- (d) the date on which BellSouth shall deliver customer facility assignments ("CFAs") as required by paragraph 6.3.3;
- (e) the date on which Covad shall provide BellSouth with Covad's Access Service Requests ("ASRs") for its desired transport circuits, as required by paragraph 6.3.2;
- (f) the date on which BellSouth shall deliver transport circuits to Covad, as required by paragraph 6.3.3;
- (g) the date on which BellSouth shall deliver the requested collocation space, as required by paragraph 6.3.

~~6.2.3 When multiple applications Orders are submitted within a fifteen (15) business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty-three (33) business days for applications Orders 1-150; within thirty-six (36) business days for applications Orders 611-420; within forty-two-nine (429) business days for applications Orders 2144-4530. Response intervals for multiple applications Orders submitted within the same timeframe ten-business-day period for the same state in excess of 4530 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by CLEC 1 or differently configured, CLEC 1 must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.~~

~~6.3 Bona Fide Firm Order. CLEC 1 shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires CLEC 1 to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI 1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to CLEC 1's Application/Inquiry. If CLEC 1 makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm~~

~~Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate CLEC 1's application as a result of changes requested by CLEC 1 to CLEC 1's original application, then BellSouth will charge CLEC 1 a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require CLEC 1 to resubmit the application with an application fee.~~

~~6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC 1's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.~~

~~6.2.3.2 Not including site visits allowed for permit verification under paragraph 6.3.3, BellSouth will permit ~~one~~ **one accompanied site visit to CLEC 1 Covad's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC 1 Covad.**~~

~~6.2.4.3 Space preparation for the Collocation Space will ~~not begin until~~ on the date that BellSouth receives ~~the~~ **Bona Fide Firm Order and all 1/2 of the flat-rate fees described in Appendix A applicable fees.**~~

~~6.2.5.4 CLEC 1 Covad must submit to the BellSouth Regional Security Contact the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office ~~a~~ **minimum of 30-15 calendar days prior to the date BellSouth CLEC 1 desires access to deliver the Collocation Space.**~~

~~6.4.3 Cageless Collocation Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ~~Ordinary~~ **eConditions as soon as possible and within a maximum of forty-five 90-(45) business calendar days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary eConditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling, cable racking, AC power, and the power plant(s).**~~ Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("~~e~~**Extraordinary eConditions**") within ~~ninety 130-(90) business calendar days of the receipt of a complete and accurate Bona Fide Firm Order.~~ **Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement ~~or~~ addition required to accommodate Covad's Order; power plant addition or upgrade required to accommodate Covad's Order; major mechanical addition or upgrade required to accommodate Covad's Order; major upgrade for ADA compliance required to accommodate Covad's Order; environmental hazard or hazardous materials abatement required to accommodate Covad's Order. BellSouth will reimburse Covad in an amount equal to one tenth of the total non-recurring charge for the Collocation Space for each week of delay.**

~~6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC 1 will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to CLEC 1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.~~

6.3.1 Transport. When ordering DS-1, DS-3, and/or OC-3 transport circuits under this Amendment, Covad shall specify the two end points of the circuits, which at a minimum shall include: (1) an interoffice circuit between two BellSouth central offices; or (2) a dedicated circuit between Covad's collocation facilities and Covad's wire center.

6.3.2 Access Service Requests. Covad shall submit to BellSouth its Access Service Requests ("ASRs") to BellSouth for its desired transport circuits a minimum of thirty (30) calendar days before BellSouth's scheduled delivery of the collocation space. If facilities exist, BellSouth shall deliver the requested transport circuits to Covad no later than fourteen (14) calendar days after the scheduled delivery of the Collocation Space by BellSouth. If facilities do not exist, BellSouth shall deliver the requested transport circuits to Covad no later than thirty (30) days after the scheduled delivery of the Collocation Space.

6.3.3 Customer Facility Assignments ("CFAs"). BellSouth shall assign CFAs fourteen (14) calendar days before the scheduled date of delivery of the Collocation Space.

~~6.4.3.32 Permits. The Parties agree that state, county, municipal, and other building permits are not required for cageless collocation. BellSouth shall use its best efforts to assign Covad collocation space within existing infrastructure. If BellSouth determines that a building permit is required, BellSouth shall provide a tour of the relevant Central Office space within five business days of its initial response to Covad's order. Covad shall assume all responsibility for obtaining the appropriate building permits, if any, for the construction required to provision Covad's requested Collocation Space. Covad shall not be responsible for obtaining any permit or license relating to any structure, construction, or modification outside of Covad's Collocation Space. Failure of either party to obtain a building permit shall not delay the provisioning of collocation space, the provisioning of transport, or the installation and activation of Covad's equipment in the Central Office. In all cases, the parties shall use best efforts to complete the permitting process before the scheduled date of delivery of the Collocation Space. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.~~

~~6.3.44.3 Acceptance Walk Through. CLEC 1~~ **At least five calendar days before the scheduled date of delivery of the Collocation Space, Covad and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Covad. BellSouth will correct any deviations to**

~~CLEC 1Covad's~~ original or jointly amended requirements within ~~five-three (53)~~ business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.54 Use of Certified Vendor. ~~CLEC 1Covad~~ shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. ~~In some cases, CLEC 1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC 1Covad with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing CLEC 1Covad's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC 1Covad upon successful completion of installation. The Certified Vendor shall bill CLEC 1Covad directly for all work performed for CLEC 1Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall reasonably consider certifying CLEC 1Covad or any vendor proposed by CLEC 1Covad.~~

6.65 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. ~~CLEC 1Covad~~ shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ~~CLEC 1Covad's~~ Collocation Space. Upon request, BellSouth will provide ~~CLEC 1Covad~~ with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ~~CLEC 1Covad~~. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.76 ~~Basic Telephone~~Basic Service Facilities. Upon request of ~~CLEC 1Covad~~, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. ~~BellSouth also shall provide Covad employees, contractors, agents, and representatives with reasonable access to basic facilities, such as restroom facilities, AC power, and parking, while at BellSouth's premises.~~

6.87 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms ~~which that is required to accommodate cageless shared, common, or physical collocation. CLEC 1Covad's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage of renovated or upgraded space occupied by CLEC 1Covad divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Covad shall not be responsible for any costs incurred by BellSouth as a result of the enclosure of BellSouth's equipment in a cage or similar structure. Renovation or upgrade to Central Office space or support mechanisms shall not delay the scheduled delivery of Collocation Space to Covad. BellSouth will reimburse Covad in an amount equal to one tenth of the total non-recurring charge for the Collocation Space for each week of delay.~~

~~BellSouth will reimburse CLEC 1 in an amount equal to CLEC 1 reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.~~

6.98 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, ~~CLEC 1Covad~~ may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and ~~CLEC 1Covad~~ may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1.

~~6.8.1 In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that~~ **Where physical collocation space has is subsequently become available, ~~CLEC 1Covad~~ may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation** ~~pay the reasonable, actual, invoiced costs incurred by BellSouth in performing the transition, and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. BellSouth shall not require Covad to segregate its equipment from BellSouth's equipment or to deploy Covad's equipment in an isolated space separate from BellSouth's equipment. →~~

6.8.2 In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ~~CLEC 1Covad~~, such information will be provided to ~~CLEC 1Covad~~ in BellSouth's written denial of physical physical or cageless collocation. To the extent that (i) physical or cageless collocation space becomes available to ~~CLEC 1Covad~~ within 180 days of BellSouth's written denial of ~~CLEC 1Covad~~'s request for physical collocation, and (ii) ~~CLEC 1Covad~~ was not informed in the written denial that physical or cageless collocation space would become available within such 180 days, then ~~CLEC 1Covad~~ may transition its virtual collocation arrangement to a physical collocation arrangement at no cost to Covad and will receive a credit for any recurring and nonrecurring charges previously paid for such virtual collocation. ~~credit for any~~

~~CLEC 1 must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.~~

6.109 Cancellation. If, at anytime, ~~CLEC 1Covad~~ cancels its order for the Collocation Space(s), ~~CLEC 1Covad~~ will reimburse BellSouth for any reasonable, actual and invoiced expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount ~~CLEC 1Covad~~ would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.140 Licenses. Covad, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications

~~services to the public or to occupy the Collocation Space, unless BellSouth's assistance or participation is required by the licensing or permitting authority.-~~

7. RATES AND CHARGES

7.1 **Non-recurring Fees.** ~~In addition to the Application Fee referenced in Section 6, preceding, CLEC-4Covad shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee as specified in Attachment A, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following CLEC-4Covad's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, whenif CLEC-4Covad requests a material modification to the arrangement (as described in Subsection 7.4).~~

7.2 **Documentation.** BellSouth shall provide documentation, including without limitation, actual invoices, to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 **Cable Installation.** Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 **Floor Space.** The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power CLEC-4Covad's equipment. When the Collocation Space is enclosed, CLEC-4Covad shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-4Covad shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-4Covad's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-4Covad shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-4Covad first occupies the Collocation Space, whichever is sooner.

7.5 **Power.** BellSouth shall supply -48 Volt (-48V) DC power for CLEC-4Covad's Collocation Space within the central office premises and shall make available AC power at CLEC-4Covad's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to CLEC-

~~4Covad's~~ equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by ~~CLEC 4Covad's~~ certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by ~~CLEC 4Covad's~~ certified power vendor. ~~CLEC 4Covad's~~ certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of ~~CLEC 4Covad's~~ request to collocate in that Central Office ("Power Plant Construction"), ~~CLEC 4Covad~~ shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify ~~CLEC 4Covad~~ of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. ~~CLEC 4Covad~~ shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. ~~CLEC 4Covad~~ shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. ~~CLEC 4Covad~~ has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment ~~CLEC 4Covad~~ shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by ~~CLEC 4Covad's~~ certified vendor. ~~CLEC 4Covad's~~ certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever ~~CLEC 4Covad~~ or its approved agent desires access to the entrance manhole, ~~or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance.~~ Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected ~~as interim herein~~ shall be "trued-up" (up or down) for the ~~preceding six months~~ 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 without limitation the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the interim 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, ~~CLEC 4Covad~~ shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ~~CLEC 4Covad~~. 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 of the Parties regarding the amount of such "true up," the Parties agree that the Commission shall be called upon to resolve such differences.~~

7.8 Other. ~~If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). CLEC 4Covad will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.~~

8. INSURANCE

8.1 ~~CLEC 4~~The Parties shall, at ~~its~~ their sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 ~~CLEC 4~~The Parties shall maintain the following specific coverage:

—————**8.2.1** Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies of Covad as specified herein. Covad shall be named as an ADDITIONAL INSURED on ALL applicable policies BellSouth as specified herein.

—————**8.2.2** Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

—————**8.2.3** ~~CLEC 4~~The Parties may elect to purchase business interruption and contingent business interruption insurance, having been advised that

~~BellSouth~~ each Party assumes no liability for loss of profit or revenues of another Party should an interruption of service occur.

8.3 The limits set forth in Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to ~~CLEC-4Covad~~ to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by ~~CLEC-4a Party~~ shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ~~BellSouth~~ the other Party. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all ~~CLEC-4Covad's~~ property has been removed from BellSouth's Central Office, whichever period is longer. If ~~CLEC-4~~ either Party fails to maintain required coverage, ~~BellSouth~~ the other Party may pay the premiums thereon and seek reimbursement of same from ~~CLEC-4~~ the failing Party.

8.5 ~~CLEC-4~~ The Parties shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) calendar days prior to the commencement of any work in delivery of the Collocation Space. ~~BellSouth's~~ Failure to meet this interval may shall not result in construction and equipment installation delays. ~~CLEC-4~~ Each party shall arrange for ~~BellSouth~~ the other party to receive thirty (30) days advance notice of cancellation from ~~CLEC-4's~~ insurance company. ~~CLEC-4Covad~~ shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203.

~~BellSouth~~ shall forward a certificate of insurance and notice of cancellation to Covad at the following address:

~~Covad Communications Company~~
~~Attn.: Contracts Administrator~~
~~2330 Central Expressway~~
~~Santa Clara, California 95050.~~

8.6 ~~CLEC-4Covad~~ must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or ~~CLEC-4Covad~~), or any improvement thereon by reason of or arising out of any

labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 ~~Upon written request and no later than five (5) calendar days after delivery of the Collocation Space, BellSouth shall~~ **conduct an inspection of CLEC 4Covad's equipment and facilities in the Collocation Space(s) for violation of NEBS-1 safety standards, prior to the activation of facilities between CLEC 1's equipment and equipment of BellSouth.** ~~Failure of BellSouth to request or conduct the inspection of Covad equipment in the time allotted will waive BellSouth's right to conduct an inspection. BellSouth's inspection shall not delay activation of Covad's equipment unless violations of NEBS-1 safety standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violations, if any. BellSouth may conduct an inspection if CLEC 4Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals if mutually agreed upon by the Parties. BellSouth shall provide CLEC 4Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.~~

11. ~~41.~~ SECURITY AND SAFETY REQUIREMENTS

11.1 ~~Reasonable Security Measures. BellSouth may impose only those reasonable security measures expressly identified in this Section. BellSouth shall not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with other carriers.~~

11.2 ~~Access Keys. The Parties agree to provide the name, social security number, and date of birth of each existing employee, contractor, or agent provided with Access Keys or cards to a particular central office ("Access Keys") seven (7) calendar days prior to the issuance of said Access Keys or upon the initial delivery of Covad's collocation space in a particular central office. The Parties shall provide the name, social security number, and date of birth for each new employee, contractor, or agent provided with Access Keys three (3) calendar days prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. The Parties agree to be responsible for all Access Keys and for the return of all said Access Keys in the possession of their employees, contractors, Guests, or agents after termination of the employment relationship, applicable contractual obligation, or upon the termination of this Attachment.~~

11.1.1 BellSouth Security Contact. BellSouth shall designate a single employee to act as the sole contact with BellSouth for the ordering, delivery, and return of Access Keys and the exchange of any information described in this Section.

11.1.2 Delivery of Access Keys. On the date of delivery of the Collocation Space, BellSouth shall deliver Access Keys for all Covad employees, contractors, agents, or representatives requiring access to the relevant BellSouth central office premises.

11.1.3 Lost or Stolen Access Keys. Covad shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Covad will pay BellSouth for reasonable, actual, and invoiced costs incurred per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Covad shall pay for all reasonable, actual, and invoiced costs incurred for the re-keying.

11.42 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of ~~CLEC 4Covad~~ will be permitted in the BellSouth Central Office. ~~CLEC 4The Parties~~ shall provide ~~to their~~ employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo identification card shall bear, at a minimum, the employee's name and photo, and ~~the~~ ~~CLEC 4Party's~~ name. ~~BellSouth~~The Parties ~~reserves~~ the right to remove from its premises any employee of ~~CLEC 4~~ not possessing the required identification, issued by ~~CLEC 4~~. ~~CLEC 4The Parties~~ shall hold ~~BellSouth~~each other harmless for any damages resulting from such removal of its personnel from ~~BellSouth~~ any Party's premises. ~~CLEC 4The Parties~~ shall be solely responsible for ensuring that any their respective Guests of ~~CLEC 4~~ is ~~are~~ in compliance with all subsections of this Section 11.

11.24.1 ~~CLEC 4The Parties~~ will be required, at ~~their~~ own expense, to conduct a statewide investigation of criminal history records for each ~~CLEC 4~~ employee being considered for work on the BellSouth Central Office, for the states/counties where the ~~CLEC 4~~ employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties, if permitted, is acceptable.

11.24.2 ~~CLEC 4Covad~~ will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth. BellSouth shall be required to administer the same training to their personnel assigned to the BellSouth Central Office.

11.24.3 ~~CLEC 4The Parties~~ shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. ~~CLEC 4The Parties~~ shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). ~~BellSouth~~The Parties ~~reserves~~ shall have the right to refuse building access to any ~~CLEC 4~~ personnel who have been identified to have misdemeanor criminal convictions.

~~11.1.4~~11.2.4 For each CLEC 1 employee requiring access to a BellSouth Central Office pursuant to this agreement, CLEC 1 each Party shall furnish BellSouth the other Party, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC 1 the responsible Party will disclose the nature of the convictions to BellSouth at that time.

11.2.4.5 At BellSouth's either Party's request, CLEC 1 each Party shall promptly remove from the BellSouth's premises any employee of CLEC 1 BellSouth that Party that the other Party does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

~~11.2~~11.3 **Notification to BellSouth.** ~~BST reserves the right to interview CLEC 1's employees, agents, or contractors. CLEC 1 and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving CLEC 1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC 1 for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that CLEC 1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC 1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC 1's employees, agents, or contractors. CLEC 1 Covad shall apply to its employees that same disciplinary measures and procedures applied by BellSouth to BellSouth employees. Upon execution of this Attachment, BellSouth shall provide a written statement of disciplinary measures and procedures that apply to BellSouth employees, including without limitation the policies set forth in the BellSouth CLEC Security Training. Each Party shall notify BellSouth the other Party in writing immediately in the event that the CLEC a Party discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth The Parties reserves the right to permanently remove from its premises any employee of CLEC 1 identified as posing a security risk to BellSouth, Covad or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. CLEC 1 Each Party shall hold BellSouth the other Party harmless for any damages resulting from such removal of its personnel from BellSouth the premises.~~

~~11.3~~11.4 **Use of BellSouth Supplies by CLEC 1 Employees.** Use of any BellSouth supplies by an CLEC 1 employee of a Party that do not belong to that Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to CLEC 1 the offending Party as may be all associated investigative costs. At BellSouth's either Party's request, CLEC 1 the offending Party shall promptly and permanently remove from BellSouth's Central Office any employee of CLEC 1 found to be in violation of this rule.

11.4.5 **Use of Official Lines by CLEC 1 Covad Employees.** Except for local calls necessary in the performance of their work, CLEC 1 Covad employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a CLEC 1 Covad's employees may be charged to CLEC 1 Covad, as may be all associated

~~investigative costs. At BellSouth's request, CLEC 1 shall promptly and permanently remove from BellSouth's premises any employee of CLEC 1 found to be in violation of this rule.~~

~~11.55~~ **Accountability.** Full compliance with the Security requirements of this section shall in no way limit the accountability of ~~any CLEC~~either Party for the improper actions of its employees.

~~11.7~~ **Costs of Security Measures.** Both BellSouth and Covad shall pay their pro rata shares of the reasonable, actual, invoiced costs incurred by BellSouth for such security measures stated herein. Covad shall not be responsible for any costs incurred by BellSouth for the segregation or enclosure of BellSouth equipment.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar ~~causes~~events, without fault of BellSouth, to such an extent as to be rendered wholly unsuitable for ~~CLEC 1~~Covad's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment with regard to that Space, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof with regard to the particular Space. If the Collocation Space shall suffer only minor damage as a result of the events described above and shall not be rendered wholly unsuitable for ~~CLEC 1~~Covad's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to ~~CLEC 1~~Covad, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall ~~have a reasonable time within which to~~ use its best efforts to rebuild or make any repairs as soon as possible, and such rebuilding and repairing shall be subject to delays caused by ~~storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only.~~ ~~CLEC 1~~Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ~~CLEC 1~~Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ~~CLEC 1~~Covad. Where ~~allowed by law, and where practical,~~ ~~CLEC 1~~Covad may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ~~CLEC 1~~Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ~~CLEC 1~~Covad's permitted use, until such Collocation Space is fully repaired and restored and ~~CLEC 1~~Covad's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where ~~CLEC 1~~Covad has placed an Adjacent Arrangement pursuant to section 3.4, ~~CLEC 1~~Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ~~CLEC-4Covad~~ shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. NONEXCLUSIVITY

~~14.1~~ ~~CLEC-4Covad~~ understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/CLEC 4Covad RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00 10,000.00
	Ground Bar*	Per Connection		0
	Project Management*	Per arrangement		\$15,000.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		\$25,000.00 \$720.00
	Frame / Aisle Lighting	Per arrangement, square foot		\$1675.00
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Two-Bay Cageless Space			ICB
	Four-Bay Cageless Space			ICB
	Six-Bay Cageless Space			
	Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i>			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.29	NA
PE1PJ	Floor Space	Per square foot	\$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	\$7.14	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		\$.28	\$30.76 / \$29.40
PE1P4	4-wire		\$.56	\$31.01 / \$29.58
PE1P1	DS-1		\$2.14	\$60.81 / \$41.71
PE1P3	DS-3		\$38.63	\$57.80 / \$39.81
PE1F2	2-fiber		\$10.44	\$73.00 / \$52.00
PE1F4	4-fiber		\$18.76	\$88.00 / \$67.00
				Disconnect Charges
	2-wire			First / Additional
	4-wire			\$12.75 / \$11.38
	DS-1			\$12.82 / \$11.39
	DS-3			\$12.85 / \$11.50
				\$14.93 / \$11.76
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement	Cable Support Structure, per linear foot	\$0.06	NA
PE1DS Copper	Copper or Coaxial	(existing)	\$0.03	NA
		Cable Support Structure (new)	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00

EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.08	NA
PE1PF	4 Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2 Fiber Cross-Connect		\$25.89	NA
PE1B4	4 Fiber Cross-Connect		\$34.91	NA
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$43.47/\$25.82
PE1OT	Overtime	hour/Additional	NA	\$55.25/\$32.79
PE1PT	Premium Time	Half-hour	NA	\$67.03/\$39.76

**EXHIBIT A: BELLSOUTH/CLEC 4Covad RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 4Covad will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~

(21) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 4Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 4Covad as prescribed in Section 7 of the Collocation Attachment.

(32) Space Enclosure: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 4Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 4Covad for the space enclosure, and this fee shall not be applicable.

(43) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

~~(4)~~

Co-Carrier Cross-Connect: As stated in Section 1.2 of the Collocation Attachment, CLEC 4Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(65) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC 4Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 4Covad agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELL SOUTH/CLEC 4Covad RATES - FLORIDA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
	Space Enclosure (Note 3) Requested Prior to 6/1/99			
PE1BW	Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	\$4.25	NA
PE1BD	Cable Installation	Per Cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA

**EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power -48V DC Power 120V AC Power single phase * 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE12C PE14C	Cross Connects (Note 4) 2-wire 4-wire	Per Cross Connect	\$0.0524 \$0.0524	\$11.57 \$11.57
PE11S PE11X	DS-1/DCS DS-1/DSX		\$8.085 \$4.110	\$69.64 \$69.64
PE13S PE13X	DS-3/DCS DS-3/DSX		\$56.97 \$10.06	\$528.00 \$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
PE1ES PE1DS (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear foot Per linear foot Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1A2	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per Central Office Per request-5 cards Per Card Per Card	\$95.00 NA	\$85.12 \$35.00 \$250.00
	Space Availability Report *	Per Central Office Requested		\$550.00
	POT Bay (Note 6)		NA	NA

**EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
	Overtime	Per ¼ hour	NA	\$13.64
	Premium Time	Per ¼ hour	NA	\$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.

(2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.

(3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

(4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth

~~to expend capital. BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~

- ~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Central Office which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.~~
- ~~(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure and this fee shall not be applicable.~~
- ~~(4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:~~

Cross Connects	Per Cross Connect	RC	NRG
2 wire	Per 100 X Connects	\$5.24	\$1,157.00
4 wire	Per 100 X Connects	\$5.24	\$1,157.00
DS 1/DCS	Per 28 X Connects	\$226.30	\$1,950.00
DS 1/DSX	Per 28 X Connects	\$11.51	\$1,950.00
DS 3/DCS	Per Cross Connect	\$56.07	\$ 528.00
DS 3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

EXHIBIT A: BELL SOUTH/CLEC 4Covad RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

- ~~(6) Co-Carrier Cross Connect:~~ As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- ~~(6)~~ **(5) POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for CLEC 4Covad to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC 4Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 4Covad agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation* Fee (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
PE1BW PE1CW	Space Enclosure (Note 3) Cages Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$170.64 \$17.33	NA NA
PE1PJ PE1PK	Floor Space Zone A Zone B	Per square foot Per square foot	\$7.50 \$6.75	NA NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.30 \$.50 \$8.00 \$72.00 \$10.29 \$18.50	First / Additional \$12.60 / \$12.60 \$12.60 / \$12.60 \$155.00 / \$27.00 \$155.00 / \$27.00 \$73.00 / \$52.00 \$88.00 / \$67.00

EXHIBIT A: BELLSOUTH/CLEC-Covad RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00
PE1PE	POT Bay Arrangements Prior to 6/1/99 2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$25.53	NA
PE1B4	4 Fiber Cross-Connect		\$34.43	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$41.00/\$25.00
PE1OT	Overtime	Half-hour	NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

**EXHIBIT A: BELLSOUTH/CLEC ~~4~~Covad RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)**

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.
- (2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

N/A refers to rate elements which do not have a negotiated rate.

- ~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be~~

included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.

- ~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~
- ~~(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1990, the Space Enclosure Construction Fee is a one time fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.~~
- ~~(4) **Co-Carrier Cross-Connect:** As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.~~
- ~~(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.~~

**EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
	Space Enclosure (Note 3) Prior to 6/1/99			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per square foot	\$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.68	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CLEC 4Covad RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.31 \$.62 \$1.92 \$39.94 \$13.28 \$23.87	First / Additional \$54.21/\$51.07 \$54.23/\$50.96 \$99.23/\$69.15 \$97.48/\$66.90 \$73.00/\$52.00 \$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per Central Office Per Card Per Card Per Card	\$52.00	 \$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	\$550.00
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		\$0.06 \$0.15 \$0.58 \$4.51 \$32.94 \$44.42	NA NA NA NA NA NA
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01

**EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.

(2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.

(3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

(4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

N/A refers to rate elements which do not have a negotiated rate.

- ~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~
- ~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~
- ~~(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth-certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.~~
- ~~(4) **Co-Carrier Cross-Connect:** As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.~~
- ~~(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bone Fide Firm Order is submitted.~~

**EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
PE1BW PE1CW	Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$197.55 \$20.07	NA NA
PE1PJ	Floor Space	Per square foot	\$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.15	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CLEC-Covad RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		\$.26	\$23.04/\$22.11
PE1P4	4-wire		\$.52	\$23.23/\$22.24
PE1P1	DS-1		\$2.03	\$43.61/\$30.60
PE1P3	DS-3		\$36.27	\$41.46/\$29.20
PE1F2	2-fiber		\$10.20	\$73.00/\$52.00
PE1F4	4-fiber		\$18.34	\$88.00/\$67.00
				Disconnect charges
				First / Additional
	2-wire			\$9.48/\$8.54
	4-wire			\$9.53/\$8.55
	DS-1			\$9.56/\$8.63
	DS-3			\$11.06/\$8.86
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System	Per Central Office	\$52.00	
	Security system*	Per Card		\$55.00
	New Access Card Activation*	Per Card		\$35.00
	Administrative change, existing card*			
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.0776	NA
PE1PF	4 Wire Cross-Connect		\$0.1552	NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA
PE1PH	DS3 Cross-Connect		\$4.75	NA
PE1B2	2 Fiber Cross-Connect		\$25.30	NA
PE1B4	4 Fiber Cross-Connect		\$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	\$32.35/\$19.95
PE1OT	Overtime	hour/Additional	NA	\$40.50/\$25.00
PE1PT	Premium Time	Half-hour	NA	\$48.66/\$30.05
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.
- (2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.
Disconnect Charges

	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

~~(4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.~~

~~(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.~~

~~N/A refers to rate elements which do not have a negotiated rate.~~

~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~

~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~

EXHIBIT A: BELLSOUTH/CLEC 1 RATES LOUISIANA
PHYSICAL COLLOCATION (cont.)

~~(3)Space Enclosure Fee:~~ For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.

~~(4)Cross Connects:~~ The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2 wire	\$24.02/\$23.99	\$10.56/\$9.62
4 wire	\$25.11/\$24.12	\$10.61/\$9.63
DS 1	\$45.40/\$32.48	\$10.64/\$9.71
DS 2	\$42.34/\$31.08	\$12.14/\$9.94

~~(5)Co Carrier Cross Connect:~~ As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

~~(6)Additional Engineering Fee:~~ BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CLEC 4Covad RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
PE1BW PE1CW	Space Enclosure (Note 3) Prior to 6/1/99			
	Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA
PE1PJ	Floor Space	Per square foot	\$3.45	Disconnect charge \$53.24
PE1BD	Cable Installation	Per Cable	NA	\$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$6.93	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CLEC-4Covad RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		\$.3996	\$30.93/\$29.59
PE1P4	4-wire		\$.7992	\$31.17/\$29.77
PE1P1	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.82	\$73.00/\$52.00
PE1F4	4-fiber		\$28.43	\$88.00/\$67.00
				Disconnect Charges
				First / Additional
	2-wire			\$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System	Per Central Office	\$52.00	
	Security system*	Per Card		\$55.00
	New Access Card Activation*	Per Card		\$35.00
	Administrative change, existing card*	Per Card		\$250.00
	Replace lost or stolen card	Per Card		
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/CLEC 4Covad RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.1195	NA
PE1PF	4 Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$39.23	NA
PE1B4	4 Fiber Cross-Connect		\$52.91	NA
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$42.87/\$25.54
PE1OT	Overtime	Half-hour	NA	\$54.43/\$32.41
PE1PT	Premium Time		NA	\$65.99/\$39.28

Note(s):

N/A refers to rate elements which do not have a negotiated rate

- (1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.
- (2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12

DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.

**~~EXHIBIT A: BELLSOUTH/CLEC 1 RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)~~**

~~(3) Space Enclosure Fee:~~ For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.

~~(4) Cross Connects:~~ The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2 wire	\$33.58 / \$32.24	\$14.27 / \$12.04
4 wire	\$33.82 / \$32.42	\$14.34 / \$12.04
DS 1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS 2	\$60.10 / \$42.46	\$16.43 / \$13.31

~~(5) Co-Carrier Cross Connect:~~ As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

~~(6) Additional Engineering Fee:~~ BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
PE1BW	Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh	Per first 100 sq. ft.	\$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$14.91	NA
PE1PJ	Floor Space	Per square foot	\$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$5.00	ICB
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		\$.30	\$19.20/\$19.20
PE1P4	4-wire		\$.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system	Per Central Office	\$52.00	
	New Access Card Activation	Per Card		\$55.00
	Administrative change, existing card	Per Card		\$35.00
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report	Per Central Office Requested		\$550.00
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$39.30	NA
PE1B4	4 Fiber Cross-Connect		\$53.00	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour	NA	\$41.00/\$25.00
PE1OT	Overtime	hour/Additional	NA	\$48.00/\$30.00
PE1PT	Premium Time	Half-hour	NA	\$55.00/\$35.00

**EXHIBIT A: BELLSOUTH/CLEC-1 Covad RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.

(2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.

(3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$15.66 / \$13.49

(4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F C C Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

N/A refers to rate elements which do not have a negotiated rate.

- ~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~
- ~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~
- ~~(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth-certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.~~
- ~~(4) **Co-Carrier Cross-Connect:** As stated in Section 5 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.~~
- ~~(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.~~

**EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee* (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
PE1BW	Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per square foot	\$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.09	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (Note 4)			First / Additional
PE1P2	2-wire	Per Cross Connect	\$.3648	\$41.50/\$38.94
PE1P4	4-wire	Per Cross Connect	\$.7297	\$41.56/\$38.90
PE1P1	DS-1	Per Cross Connect	\$2.70	\$70.79/\$50.78
PE1P3	DS-3	Per Cross Connect	\$49.24	\$69.60/\$49.14
PE1F2	2-fiber	Per Cross Connect	\$13.75	\$73.00/\$52.00
PE1F4	4-fiber	Per Cross Connect	\$24.71	\$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$.1091	NA
PE1PF	4 Wire Cross-Connect		\$.2181	NA
PE1PG	DS1 Cross-Connect		\$.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$34.09	NA
PE1B4	4 Fiber Cross-Connect		\$45.97	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional	NA	\$43.00/\$25.57
PE1OT	Overtime	Half-hour	NA	\$54.62/\$32.46
PE1PT	Premium Time		NA	\$66.24/\$39.35

**EXHIBIT A: BELLSOUTH/CLEC-1 Covad RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.

(2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.

(3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

(4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F C C Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

N/A refers to rate elements which do not have a negotiated rate.

- ~~(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~
- ~~(2) **Space Preparation Fee:** The Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~
- ~~(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square foot and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.~~
- ~~(4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.~~

	<u>First / Additional</u>
2 wire	\$46.66 / \$44.10
4 wire	\$49.68 / \$44.02
DS 1	\$76.98 / \$55.87
DS 3	\$74.60 / \$54.23

- ~~(5) **Co-Carrier Cross Connect:** As stated in Section 6 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.~~

~~EXHIBIT A: BELLSOUTH/CLEC 1 RATES SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)~~

~~(6) Additional Engineering Fee. BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.~~

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – TENNESSEE*
PHYSICAL COLLOCATION

*All Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BB	Flat-Rate Space Preparation Fee (Note 2)			
	Two-Bay Cageless Space			\$10,000.00
	Four-Bay Cageless Space			\$15,000.00
	Six-Bay Cageless Space			\$25,000.00
	Space Enclosure (Note 3) <i>Prior to 6/1/99</i>			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per square foot	\$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$5.00	ICB
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/CLEC-1Covad RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$.30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	\$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	\$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per Central Office Per Card Per Card Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested		\$550.00
	POT Bay Arrangements Prior to 6/1/99			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	\$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	\$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	\$53.00	NA

EXHIBIT A: BELLSOUTH/CLEC 4-Covad RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7 of the Collocation Attachment.
- (2) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Covad may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Covad for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (4) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Covad may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to

accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

- (5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Covad-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Covad agrees not to make changes to collocation arrangement after a Bona Fide Order is submitted.

~~N/A refers to rate elements which do not have a negotiated rate.~~

- ~~(1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC 1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.~~

- ~~(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC 1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC 1 as prescribed in Section 7 of the Collocation Attachment.~~

- ~~(3) Space Enclosure Fee: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC 1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In the event, the contractor shall directly bill CLEC 1 for the space enclosure, and this fee shall not be applicable.~~

~~EXHIBIT A: BELL SOUTH/CLEC 1 RATES - TENNESSEE*~~
~~PHYSICAL COLLOCATION (cont.)~~

- ~~(4) **Co-Carrier Cross-Connect.** As stated in Section 6 of the Collocation Attachment, CLEC 1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of those charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.~~
- ~~(5) **Additional Engineering Fee.** BellSouth's additional engineering, and other labor costs associated with handling CLEC 1 requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC 1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.~~

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ~~CLEC-4Covad~~ agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and ~~CLEC-4Covad~~ shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. ~~CLEC-4Covad~~ should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ~~CLEC-4Covad~~ to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ~~CLEC-4Covad~~ will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ~~CLEC-4Covad~~ space with proper notification. BellSouth reserves the right to stop any ~~CLEC-4Covad~~ work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ~~CLEC-4Covad~~ are owned by ~~CLEC-4Covad~~. ~~CLEC-4Covad~~ will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ~~CLEC-4Covad~~ or different hazardous

materials used by ~~CLEC-1Covad~~ at BellSouth Facility. ~~CLEC-1Covad~~ must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ~~CLEC-4Covad~~ to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ~~CLEC-4Covad~~ will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ~~CLEC-4Covad~~ will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ~~CLEC-4Covad~~ must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and ~~CLEC-4Covad~~ shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, ~~CLEC-4Covad~~ agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ~~CLEC-4Covad~~ further agrees to cooperate with BellSouth to ensure that ~~CLEC-4Covad~~'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ~~CLEC-4Covad~~, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10

Other maintenance work		29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S.

Mail this 24th day of November, 1999 to the following:

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