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ORIGINAL**

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BellSouth Telecommunications, Inc.  
Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

COMMISSION  
CLERK

Marshall M. Criser III  
Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

September 25, 2001

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

Re: Approval of the Adoption of Attachment 4 (Physical Collocation) of the negotiated agreement by and between BellSouth Telecommunications, Inc. ("BellSouth") and Intetech, L.C. by IDS Telecom, LLC pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996

011254-TP

Dear Mrs. Bayó:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and IDS Telecom, LLC are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling, collocation, and resale of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to IDS Telecom, LLC. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act. Please be advised that IDS Telecom, LLC has adopted Attachment 4 (Physical Collocation) of the BellSouth/ Intetech, L.C. agreement approved by Order No. PSC-00-2421-FOF-TP on December 18, 2000, in Docket No. 001446-TP in its entirety. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and IDS Telecom, LLC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion of the agreement, discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President (111)

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*RLM*  
REGISTRY OF RECORDS

DOCUMENT NUMBER-DATE

12093 SEP 25 01

FPSC-COMMISSION CLERK

**ATTACHMENT TO TRANSMITTAL LETTER**

The Adoption entered into by and between IDS Telcom, L.L.C. and BellSouth Telecommunications, Inc., dated September 10, 2001 for the state of Florida consists of the following:

| ITEM            | NO.<br>PAGES |
|-----------------|--------------|
| Adoption Papers | 3            |
| Attachment 4    | 34           |
| TOTAL           | 37           |

## AGREEMENT

This Agreement, which shall become effective as of the 10th day of September, 2001, is entered into by and between IDS Telcom, L.L.C. ("IDS") a Florida limited liability company on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, IDS has requested that BellSouth make available Attachment 4, Physical Collocation, in its entirety of the Interconnection Agreement executed between BellSouth and Intetech, L.C., effective as of September 6, 2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee for the state of Florida only.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, IDS and BellSouth hereby agree as follows:

1. IDS and BellSouth shall adopt in its entirety Attachment 4, Physical Collocation, of the Intetech, L.C. Interconnection Agreement effective as of September 6, 2000 and any and all amendments to said Attachment 4 of the agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement for the state of Florida. The Intetech, L.C. Attachment 4, Physical Collocation attachment and all amendments to said attachment are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this attachment with any amendment(s) consists of the following:

| ITEM            | NO.<br>PAGES |
|-----------------|--------------|
| Adoption Papers | 3            |
| Attachment 4    | 34           |

|       |    |
|-------|----|
| TOTAL | 37 |
|-------|----|

2. In accordance with Section 16, Modification of Agreement, of the General Terms and Conditions of the Interconnection Agreement between BellSouth and IDS, for the state of Florida, dated June 26, 2001, effective as of January 27, 2001, the parties agree that the terms and conditions of the Fourth Report And Order, In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket 98-147, which said order will be effective September 19, 2001, will be implemented via an amendment to this adoption.

3. In the event that IDS consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of IDS under this Agreement.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 2 of the Intetech, L.C. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Intetech, L.C. Interconnection Agreement, the effective date shall be September 6, 2000.

5. IDS shall accept and incorporate any amendments to the Intetech, L.C. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

IDS Telcom, L.L.C.

President  
1525 NW 167<sup>th</sup> Street  
Miami, Florida 33189

and

Vice President – Local Services  
2530 Kanawha Circle  
Birmingham, Alabama 35244

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

GR Follenster  
Signature

Gregory R Follenster  
Name

Senior Director  
Title

9/10/01  
Date

IDS Telcom, L.L.C.

Michael Noshay  
Signature

Michael Noshay  
Name

President Manager  
Title

9/7/01  
Date

**FLORIDA  
PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Intetech is occupying the Collocation Space as a sole occupant or as a Host within a Premises location in Florida pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to Occupy. BellSouth shall offer to Intetech collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows Intetech to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Intetech and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than the BellSouth Premises shall be negotiated upon request for collocation at such location(s). The size specified by Intetech may contemplate a request for space sufficient to accommodate Intetech's growth within an eighteen-month period.
- 1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Intetech will be responsible for any justification of unutilized space within its space, if such justification is required by the Florida Public Service Commission ("Florida PSC").
- 1.3 Use of Space. Intetech shall use the Collocation Space for the purposes of installing, maintaining and operating Intetech's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Intetech may at its option, place Intetech-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Intetech may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Intetech

pursuant to Section 5.5 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.** Intetech agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.5 **Due Dates.** If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

1.6 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Notification**

2.1 **Availability of Space.** Upon submission of an application pursuant to Section 6, BellSouth will permit Intetech to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises.

2.2 **Reporting.** Upon request from Intetech, BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Intetech for a Space Availability Report must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises 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 from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Intetech and inform Intetech of the time frame under which it can respond.

2.3 **Denial of Application.** After notifying Intetech that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Intetech,

upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

- 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).
- 2.5 Waiting List. In accordance with the applicable Order of the Florida Commission, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. Intetech must submit an updated, complete, and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that Intetech wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Intetech does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Intetech from the waiting list. Upon request, BellSouth will advise Intetech as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application due to Space Exhaust. 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 allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Intetech that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow Intetech to collocate Intetech's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth



shall allow Intetech to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Intetech'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 where feasible. For equipment requiring special technical considerations, Intetech 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.** BellSouth shall construct enclosures in compliance with Intetech's collocation request. At Intetech's request, BellSouth shall permit Intetech to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.3 When Intetech subcontracts the construction, Intetech must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Intetech's 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, Intetech and Intetech's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Intetech's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Intetech and provide, at Intetech's expense, the documentation, including architectural drawings, necessary for Intetech to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Intetech the costs of providing the documentation. The BellSouth Certified Contractor shall bill Intetech directly for all work performed for Intetech pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Intetech must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Intetech's locked enclosure prior to notifying Intetech.
- 3.3.1 BellSouth may elect to review Intetech's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. Intetech shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews Intetech's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Intetech's plans

and specifications prior to construction, Intetech will be entitled to request BellSouth to review; and in the event Intetech does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Intetech to remove or correct within seven (7) calendar days at Intetech's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.4 Shared (Subleased) Caged Collocation. Intetech may allow other telecommunications carriers to share Intetech's caged collocation arrangement pursuant to terms and conditions agreed to by Intetech ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Intetech shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Intetech that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Intetech.

3.4.1 Intetech shall be the sole interface and responsible Party to BellSouth for the assessment and billing 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. BellSouth shall prorate the costs based on the number of collocators and space used by each. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for equipment placement, unbundled network elements and other services, regardless of whether the Host or Guest was the original collocator.

3.4.2 Intetech 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 of Intetech's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises property where space within the Premises 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 Premises' property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Intetech and in conformance with BellSouth's design and construction

specifications. Further, Intetech shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

- 3.5.1 Should Intetech elect such option, Intetech must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's 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, Intetech and Intetech's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Intetech's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Intetech's BellSouth Certified Contractor shall bill Intetech directly for all work performed for Intetech pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Intetech must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Intetech's locked enclosure prior to notifying Intetech.
- 3.5.2 Intetech must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Intetech's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews Intetech's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Intetech's plans and specifications prior to construction, Intetech will be entitled to request BellSouth to review; and in the event Intetech does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Intetech to remove or correct within seven (7) calendar days at Intetech's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 Intetech shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Intetech's option, and where the local authority having jurisdiction permits, 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. Intetech's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

**4. Occupancy**

4.1 Commencement Date. The “Commencement Date” shall be the day Intetech's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Intetech in writing that the Collocation Space is ready for occupancy. Intetech must notify BellSouth in writing 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. For purposes of this paragraph, Intetech's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 Intetech may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, Intetech at its expense shall remove its equipment and other property from the Collocation Space. Intetech shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Intetech's Guests; provided, however, that Intetech shall continue payment of monthly fees to BellSouth until such date as Intetech has fully vacated the Collocation Space. Should Intetech or Intetech's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Intetech or Intetech's Guest at Intetech's expense and with no liability for damage or injury to Intetech or Intetech's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Intetech's right to occupy Collocation Space, Intetech shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Intetech except for ordinary wear and tear, unless otherwise agreed to by the Parties. Intetech shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), 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 that is directly related to and thus necessary, required or indispensable for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such 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 Intetech shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Intetech submits an application for terminations that exceed the total capacity of the collocated equipment, Intetech will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.3 Intetech 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 Premises.
- 5.1.4 Intetech shall place a plaque or other identification affixed to Intetech's equipment necessary to identify Intetech's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 **Entrance Facilities.** Intetech may elect to place Intetech-owned or Intetech-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Intetech will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Intetech 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 Intetech's equipment in the Collocation Space. In the event Intetech utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Intetech must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole.

Intetech is responsible for maintenance of the entrance facilities. At Intetech's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the central office termination point.

- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each 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 Intetech 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 Intetech'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. Intetech may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Intetech collocation arrangement within the same BellSouth Premises. Intetech must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Intetech-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Intetech'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. Intetech shall be responsible for providing, and a supplier certified by BellSouth ("Intetech's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Intetech or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Intetech's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Intetech must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.4 Intetech's Equipment and Facilities. Intetech, or if required by this Attachment, Intetech's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance

and repair of the equipment and facilities used by Intetech which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Intetech and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.5 Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, Intetech may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by Intetech or through BellSouth facilities of a type designated by Intetech, at Intetech's option. Such connections may be made using either optical or electrical facilities. Intetech 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.
- 5.5.1 If Intetech requests a non-contiguous co-carrier cross-connect after the initial installation, Intetech must submit an application. The applicable nonrecurring fee in Exhibit A shall apply in lieu of any application fee. Intetech shall use a BellSouth Certified Supplier to place the co-carrier cross-connect or may request that BellSouth place the cross-connect. If BellSouth performs the work, it shall be via a cross-connect and the appropriate cross-connect charges shall apply. Cable support charges shall be assessed per linear foot of support structure used.
- 5.5.2 If Intetech requests a contiguous co-carrier cross-connect after the initial installation, no application fee is required. However, Intetech must inform BellSouth, prior to commencing work, of the type of work to be performed and the duration of such work. CLEC -1 must use a BellSouth Certified Supplier to perform this work or may request that BellSouth perform the work. If BellSouth performs the work, it shall be via a cross-connect and the appropriate cross-connect charges shall apply.
- 5.6 BellSouth's Access to Collocation 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 notice to Intetech at least 48 hours before access to the Collocation Space is required. Intetech may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Intetech will not bear any of the expense associated with this work.
- 5.7 Access. Pursuant to Section 11, Intetech shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Intetech agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Intetech or Intetech's Guests 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. Intetech agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Intetech employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Intetech or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.7.1 Lost or Stolen Access Keys. Intetech shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Intetech shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Intetech shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Intetech violates the provisions of this paragraph, BellSouth shall give written notice to Intetech, which notice shall direct Intetech to cure the violation within forty-eight (48) hours of Intetech'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.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Intetech 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 Intetech's equipment. BellSouth will endeavor, but is not required, to provide notice to Intetech prior to taking such action and shall have no liability to Intetech for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of



other advanced services or traditional voice band services and Intetech fails to take curative action within 48 hours then BellSouth will establish before the Florida PSC that the technology deployment is causing the significant degradation. Any claims of network harm presented to Intetech or, if subsequently necessary, the Florida PSC, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Intetech shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Facilities and equipment placed by Intetech 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 personal property and may be removed by Intetech at any time. Any damage caused to the Collocation Space by Intetech's employees, agents or representatives during the removal of such property shall be promptly repaired by Intetech at its expense.

5.10 Alterations. In no case shall Intetech or any person acting on behalf of Intetech make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Intetech. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

5.11 Janitorial Service. Intetech shall be responsible for the general upkeep of the Collocation Space. Intetech shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. **Ordering and Preparation of Collocation Space**

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Intetech that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 **Application for Space.** Intetech shall submit an application document when Intetech or Intetech's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 **Initial Application.** For Intetech or Intetech's Guest(s) initial equipment placement, Intetech shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information and the appropriate fees, described in Exhibit A, have been remitted. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Intetech's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 **Subsequent Application.** In the event Intetech or Intetech's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), Intetech shall complete an Application document ("Subsequent Application") 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 Premises are required to accommodate the change requested by Intetech in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by Intetech for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Intetech. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. 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 Intetech within 30 calendar days following Intetech's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information and the appropriate fees, described in Exhibit A, have been remitted.
- 6.3 **Application Response.** Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with

respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Intetech to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning Intetech’s request, including, but not limited to, work associated with building cable pairs and tie cable terminations, as ordered in the application. When Intetech submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

- 6.4 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Intetech or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Intetech’s Bona Fide Application as a result of changes requested by Intetech to Intetech’s original application, then BellSouth will charge Intetech a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Intetech to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. Intetech shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when Intetech has completed the Application/Inquiry process described in Section 6.2, preceding, has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth, and has remitted all appropriate fees included therein. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to Intetech’s Bona Fide Application or Intetech forfeits its requested space.
- 6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Intetech’s Bona Fide Firm Order within seven (7) calendar 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. No revisions will be made to a Bona Fide Firm Order.
- 6.5.2 BellSouth will permit one accompanied site visit to Intetech’s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Intetech.

- 6.5.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.5.4 Intetech must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Intetech desires access to the Collocation Space.
- 6.6 Construction and Provisioning Interval. BellSouth will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For Augmentations, BellSouth will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Intetech cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.7 Joint Planning. Joint planning between BellSouth and Intetech will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Intetech during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.
- 6.8 Permits. 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 ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. Intetech and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Intetech. BellSouth will correct any deviations to Intetech's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.10 Use of BellSouth Certified Supplier. Intetech shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Intetech and Intetech's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Intetech must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Intetech with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for

installing Intetech'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 Intetech upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Intetech directly for all work performed for Intetech pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Intetech or any supplier proposed by Intetech.

- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Intetech shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Intetech's Collocation Space. Upon request, BellSouth will provide Intetech with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Intetech. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of Intetech, 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.
- 6.13 Virtual to Physical Collocation Transition. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Intetech may transition its virtual collocation arrangements to physical collocation arrangements. For transitions to cageless with no physical changes Intetech may elect to have the equipment stay in place in the line-up, in which case no application fees shall apply, but Intetech shall pay a charge for the administrative, billing, and engineering record updates, at the rates set forth in Exhibit A of this Agreement. If any additional equipment, space, or work is required BellSouth may require that the arrangement be moved. Such decision shall be in BellSouth's sole but reasonable discretion. Conversions from virtual to caged physical collocation will require that the arrangement be relocated. If additional equipment, space, or work is required, or if a conversion is from virtual to caged physical collocation, in addition to the charges referenced above, an application fee will apply. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Intetech, such information will be provided to Intetech in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Intetech within 180 calendar days of BellSouth's written denial of Intetech's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Intetech was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Intetech may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Intetech must arrange with a BellSouth

Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 6.14 **Cancellation.** If, at anytime, Intetech cancels its order for the Collocation Space(s), Intetech will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by BellSouth as a direct result of canceling the order. In no event will the level of reimbursement under this paragraph exceed the maximum amount Intetech would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.15 **Licenses.** Intetech, 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.
- 6.16 **Environmental Compliance.** The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

## 7. **Rates and Charges**

- 7.1 **Space Preparation.** Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Intetech shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Intetech first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event Intetech opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Intetech as prescribed in Section 7.3.
- 7.2 **Cable Installation.** Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.3 **Floor Space.** The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Intetech shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Intetech 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 Intetech's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Intetech 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 Intetech first occupies the Collocation Space, whichever is sooner.

- 7.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Intetech's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Intetech's option within the Premises.
- 7.4.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Intetech's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Intetech's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Intetech's BellSouth Certified power Supplier. Intetech is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Intetech's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Intetech must provide BellSouth a copy of the engineering power specification prior to the day on which Intetech's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Intetech's arrangement area. Intetech shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Intetech's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Intetech shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.4.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Intetech has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Intetech's dedicated power plant results in construction of a new power plant room, upon termination of Intetech's right to occupy collocation space at such site, Intetech

shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.4.3 If Intetech elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Intetech's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Intetech's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Intetech's BellSouth Certified Supplier 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. At Intetech's option, Intetech may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.5 Security Escort. A security escort will be required whenever Intetech or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.5.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Intetech shall pay for such half-hour charges in the event Intetech fails to show up.

7.6 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) calendar days after receipt of the bill (payment due date). Intetech 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 Intetech shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 Intetech 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 the Commercial General Liability policy 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 All Risk Property coverage on a full replacement cost basis insuring all of Intetech's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Intetech may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Intetech 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 Intetech shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Intetech's property has been removed from BellSouth's Premises, whichever period is longer. If Intetech fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Intetech.
- 8.5 Intetech shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Intetech shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Intetech's insurance company. Intetech shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 8.6 Intetech 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 **Self-Insurance.** If Intetech's net worth exceeds five hundred million dollars (\$500,000,000), Intetech may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Intetech shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Intetech in the event that self-insurance status is not granted to Intetech. If BellSouth approves Intetech for self-insurance, Intetech shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Intetech's corporate officers. The ability to self-insure shall continue so long as the Intetech meets all of the requirements of this Section. If the Intetech subsequently no longer satisfies this Section, Intetech is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Intetech to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 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 Intetech), 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) business 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 BellSouth may conduct an inspection of Intetech's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Intetech's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Intetech adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Intetech with a minimum

of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **11. Security and Safety Requirements**

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Intetech will be permitted in the BellSouth Premises. Intetech shall provide its 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Intetech name. BellSouth reserves the right to remove from its premises any employee of Intetech not possessing identification issued by Intetech or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Intetech shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Intetech shall be solely responsible for ensuring that any Guest of Intetech is in compliance with all subsections of this Section 11.
- 11.1.1 Intetech will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Intetech employee being considered for work on the BellSouth Premises, for the states/counties where the Intetech 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 is acceptable. This requirement will not apply if Intetech has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Intetech employee seeking access, for the states/counties where the Intetech employee has worked and lived for the past five years.
- 11.1.2 Intetech will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Intetech shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Intetech shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Intetech personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Intetech chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Intetech may, in the alternative, certify to

BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 Intetech shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 Intetech shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each Intetech employee requiring access to a BellSouth Premises pursuant to this Attachment, Intetech shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that 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, Intetech will disclose the nature of the convictions to BellSouth at that time. In the alternative, Intetech may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, Intetech shall promptly remove from the BellSouth's Premises any employee of Intetech BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Intetech is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Intetech's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Intetech's Security contact of such interview. Intetech and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Intetech's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Intetech for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Intetech's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Intetech for BellSouth property which is stolen or damaged where an investigation determines the culpability of Intetech's employees, agents, or contractors and where Intetech agrees, in good faith, with the results of such investigation. Intetech shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already

working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Intetech shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

## **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 to such an extent as to be rendered wholly unsuitable for Intetech's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation 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. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Intetech'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 Intetech, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, 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. Intetech may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Intetech's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Intetech. Where allowed and where practical, Intetech may erect a temporary facility while BellSouth

rebuilt or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Intetech shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Intetech's permitted use, until such Collocation Space is fully repaired and restored and Intetech's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Intetech has placed an Adjacent Arrangement pursuant to section 3.5, Intetech 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 with respect to such Collocation Space or Adjacent Arrangement 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 Intetech shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**14. Nonexclusivity**

- 14.1 Intetech 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/Intetech RATES – FLORIDA  
PHYSICAL COLLOCATION**

| USOC  | Rate Element Description                                                   | Unit                  | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|----------------------------------------------------------------------------|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee                                                            | Per request           |                     | \$3,791.00               |
| PE1CA | Subsequent Application Fee                                                 | Per request           | NA                  | \$3,160.00               |
| PE1SJ | Space Preparation Fees                                                     |                       |                     | \$1,211.00               |
| PE1SK | Firm Order Processing                                                      | Per sq. ft.           | \$2.58              |                          |
| PE1SL | Central Office Modifications<br>Common Systems Modifications<br>– Cageless | Per sq. ft.           | \$2.96              |                          |
| PE1SM | Common Systems Modifications<br>– Caged                                    | Per cage              | \$100.66            |                          |
| PE1BW | Space Enclosure (100 sq. ft. minimum)<br>Wire Cage                         | Per first 100 sq. ft. | \$205.93            | NA                       |
| PE1CW | Wire Cage                                                                  | Per add'l 50 sq. ft.  | \$20.20             | NA                       |
| PE1PJ | Floor Space                                                                | Per sq. ft.           | \$6.57              | NA                       |
| PE1BD | Cable Installation                                                         | Per cable             |                     | \$1,826.00               |
| PE1PM | Cable Support Structure                                                    |                       | \$21.66             | NA                       |
| PE1PL | Power<br>-48V DC Power                                                     | Per amp               | \$8.86              |                          |
| PE1FB | 120V AC Power single phase                                                 | Per breaker amp       | \$5.62              |                          |
| PE1FD | 240V AC Power single phase                                                 | Per breaker amp       | \$11.26             |                          |
| PE1FE | 120V AC Power three phase                                                  | Per breaker amp       | \$16.88             |                          |
| PE1FG | 277 AC Power three phase                                                   | Per breaker amp       | \$38.98             |                          |
|       | <b>Cross Connects (Note 1)</b>                                             |                       |                     | First/Add'l              |
|       | 2-wire                                                                     | Per cross connect     | \$ .074             | \$34.53/\$32.51          |
|       | 4-wire                                                                     | Per cross connect     | \$ .148             | \$34.54/\$32.53          |
|       | DS1                                                                        | Per cross connect     | \$1.29              | \$54.15/\$40.94          |
|       | DS3                                                                        | Per cross connect     | \$17.48             | \$53.28/\$39.65          |
|       | 2-fiber                                                                    | Per cross connect     | \$2.96              | \$53.28/\$39.66          |
|       | 4-fiber                                                                    | Per cross connect     | \$5.66              | \$66.08/\$52.47          |

| <b>FLORIDA (continued)</b> |                                                           |                                                    |                            |                                                                             |
|----------------------------|-----------------------------------------------------------|----------------------------------------------------|----------------------------|-----------------------------------------------------------------------------|
| <b>USOC</b>                | <b>Rate Element Description</b>                           | <b>Unit</b>                                        | <b>Recurring Rate (RC)</b> | <b>Non-Recurring Rate (NRC)</b>                                             |
| PE1ES                      | Co-Carrier Cross-Connect<br>Fiber Cable Support Structure | Per linear ft.                                     | \$ .003                    | \$540.00                                                                    |
| PE1DS                      | Copper or Coaxial Cable<br>Support Structure              | Per linear ft.                                     | \$ .004                    | \$540.00                                                                    |
| PE1AX                      | Security Access System<br>Security System                 | Per premises                                       | \$89.48                    |                                                                             |
| PE1A1                      | New Access Card Activation                                | Per card                                           | \$ .06                     | \$56.03                                                                     |
| PE1AA                      | Administrative change, existing<br>card                   | Per card                                           |                            | \$15.71                                                                     |
| PE1AR                      | Replace lost or stolen card                               | Per card                                           |                            | \$45.93                                                                     |
| PE1SR                      | Space Availability Report                                 | Per premises<br>requested                          |                            | \$2,168.00                                                                  |
|                            | <b>POT Bay (Note 2)</b>                                   |                                                    | NA                         | NA                                                                          |
| AEH                        | Additional Engineering Fee                                | Per request, First<br>half hour/add'l half<br>hour |                            | First/Add'l<br>Basic Time<br>\$31.00/\$22.00<br>Overtime<br>\$37.00/\$26.00 |
| PE1BQ                      | Security Escort<br>Basic Time                             | Per ¼ hour                                         | NA                         | \$10.89                                                                     |
| PE1OQ                      | Overtime                                                  |                                                    | NA                         | \$13.64                                                                     |
| PE1PQ                      | Premium Time                                              |                                                    | NA                         | \$16.40                                                                     |

| <b>Item</b>                                                       | <b>Nonrecurring Rate</b> | <b>Monthly Rate</b> | <b>USOC</b> |
|-------------------------------------------------------------------|--------------------------|---------------------|-------------|
| <b>Virtual-to-Physical Collocation Transition (interim rates)</b> |                          |                     |             |
| Per customer request - Voice Grade                                | \$33.00                  | NA                  | PE1BV       |
| - Per voice grade circuits reconfigured                           | \$23.00                  | NA                  | PE1BR       |
| Per customer request - DS0                                        | \$33.00                  | NA                  | PE1BO       |
| - Per DS0 circuit reconfigured                                    | \$23.00                  | NA                  | PE1BP       |



|                                                                                           |          |    |       |
|-------------------------------------------------------------------------------------------|----------|----|-------|
|                                                                                           |          |    |       |
| Per customer request - DS1                                                                | \$52.00  | NA | PE1B1 |
| - Per DS1 circuit reconfigured                                                            | \$33.00  | NA | PE1BS |
|                                                                                           |          |    |       |
| Per customer request - DS3                                                                | \$52.00  | NA | PE1B3 |
| - Per DS3 circuit reconfigured                                                            | \$37.00  | NA | PE1BE |
|                                                                                           |          |    |       |
| For cable pairs assigned to collocation space<br>Per 700 cable pairs, or fraction thereof | \$592.00 | NA | PE1B7 |

**Note(s):**

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

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, Intotech may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.
- (2) **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 Intotech to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

## **ENVIRONMENTAL AND SAFETY PRINCIPLES**

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

### **GENERAL PRINCIPLES**

- 1.1 **Compliance with Applicable Law.** BellSouth and Intetech 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 Attachment.
- 1.2 **Notice.** BellSouth and Intetech 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. Intetech should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for Intetech 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. Intetech 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 Intetech space with proper notification. BellSouth reserves the right to stop any Intetech 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 Intetech are owned by Intetech. Intetech 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 Intetech or different hazardous materials used by Intetech at BellSouth Facility. Intetech 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 Intetech to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Intetech 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 Intetech will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Intetech 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 Intetech 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.

## **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Intetech 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. Intetech further agrees to cooperate with BellSouth to ensure that Intetech'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 Intetech, its employees, agents and/or subcontractors.

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

| 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)                                                              | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of contractor                     | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <br/> <li>• Std T&amp;C 660-3</li> <br/> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul> |
| Emergency response                                                                                                                                                                          | Hazmat/waste release/spill firesafety emergency                                                                                                                         | <ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>                                                   |
| 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) | Compliance with all applicable local, state, & federal laws and regulations<br><br>Performance of services in accordance with BST's environmental M&Ps<br><br>Insurance | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <br/> <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> <br/> <li>• Std T&amp;C 660</li> </ul>                 |
| Transportation of hazardous material                                                                                                                                                        | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of contractor                     | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <br/> <li>• Std T&amp;C 660-3</li> <br/> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul> |

|                                                                                            |                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p> | <p>Compliance with all application local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>                                                                                 | <ul style="list-style-type: none"> <li>● Std T&amp;C 450</li> <li>● 29CFR 1910.147 (OSHA Standard)</li> <li>● 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>                                                                                         |
| <p>Janitorial services</p>                                                                 | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <ul style="list-style-type: none"> <li>● P&amp;SM Manager - Procurement</li> <li>● Fact Sheet Series 17000</li> <li>● GU-BTEN-001BT, Chapter 3</li> <li>● BSP 010-170-001BS (Hazcom)</li> </ul>                                                       |
| <p>Manhole cleaning</p>                                                                    | <p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>                                                           | <ul style="list-style-type: none"> <li>● Std T&amp;C 450</li> <li>● Fact Sheet 14050</li> <li>● BSP 620-145-011PR Issue A, August 1996</li> <li>● Std T&amp;C 660-3</li> <li>● Approved Environmental Vendor List (Contact E/S Management)</li> </ul> |
| <p>Removing or disturbing building materials that may contain asbestos</p>                 | <p>Asbestos work practices</p>                                                                                                                                                                                           | <ul style="list-style-type: none"> <li>● GU-BTEN-001BT, Chapter 3</li> </ul>                                                                                                                                                                          |

**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.

## **ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions