

BELLSOUTH
ORIGINAL

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September 25, 2001

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

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

011261-TP

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to DIECA Communications, Inc. d/b/a Covad Communications Company. The initial agreement between the companies was filed in Docket 010966-TP (Document No. 08617-01), on July 13, 2001, and will be deemed effective by operation of law on October 13, 2001. This amendment amends the original agreement to provide Loop Make-up.

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

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

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DOCUMENT NUMBER-DATE

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**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
DIECA Communications, Inc. d/b/a
Covad Communications Company**

Dated May 30, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation on May 30, 2001. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Loop Make-up as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 11, Exhibits 1-8 of the Agreement is hereby modified to include the rates for Manual Loop Make-up as set forth in Exhibit 2 attached hereto and incorporated herein by this reference. These Loop Make-up rates are interim subject to true-up once the public service commissions in those states establish Loop Make-up rates.
3. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

JUL-18-2001 WED 06:01 PM
JUL 10 2001 WED 04:30 PM
JUL 10 2001 2:33PM

FAX NO. 4
FAX NO.

P. 02
P. 03

No. 1111 P. 3/12

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

DIECA Communications, Inc. d/b/a

Covad Communications Company

BellSouth Telecommunications, Inc.



Signature
Dhruv Khanna

Name

Executive-VP & General
Counsel

Title

Date



Signature
C. W. Boltz

Name

Managing Director

Title

7-24-01

Date

EXHIBIT 1

1.1 Preordering Loop Makeup (LMU)

1.1.1 Description of Service

1.1.2 BellSouth shall make available to DIECA loop makeup (LMU) information so that DIECA can make an independent judgement about whether the loop is capable of supporting the advanced services equipment DIECA intends to install and the services DIECA wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from DIECA ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

1.1.3 BellSouth will provide DIECA LMU information consistent with the effective FCC Rules, Orders and Regulations including the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices; the loop length; the wire gauge and electrical parameters.

1.1.4 BellSouth's LMU information is provided to DIECA as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

1.1.5 DIECA may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee DIECA's ability to provide advanced data services over the ordered loop type. Further, if DIECA orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. DIECA is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

1.2 Submitting Loop Makeup Service Inquiries

1.2.1 DIECA may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if DIECA needs further loop information in order to determine loop service capability, DIECA may initiate a separate Manual LMUSI

for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.

1.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

1.2.3 Loop Reservations

DIECA may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to DIECA. During and prior to DIECA placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If DIECA does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, DIECA may reserve up to 10 loop facilities. For a Manual LMUSI, DIECA may reserve up to 3 loop facilities.

1.2.4 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

1.3 Ordering of Other UNE Services

1.3.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. DIECA will not be billed any additional LMU charges for the loop ordered on such LSR. If however, DIECA does not reserve facilities upon an initial LMUSI, DIECA's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

1.3.2 Where DIECA has reserved multiple loop facilities on a single reservation, DIECA may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to DIECA, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by DIECA. If the ordered loop type is not available, DIECA may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

EXHIBIT 2

Unbundled Network Elements
ALABAMA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES									
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l				
																		Nonrecurring		Nonrecurring	
																		Disconnect			
SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN																
LOOP MAKE-UP																					
	Loop Makeup - Preordering Without Reservation, per working or spare facility quened (Manual)			UMK	UMKLN		\$47.97	\$47.97													
	Loop Makeup - Preordering With Reservation, per spare facility quened (Manual)			UMK	UMKLP		\$50.86	\$50.86													
	Loop Makeup - With or Without Reservation, per working or spare facility quened (Mechanized)						\$0.6758														

Unbundled Network Elements
FLORIDA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interm	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring		First	Add1	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add1	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Add1
								First	Add1								
LOOP MAKE-UP		Loop Makeup - Preordering Without Reservaton, per working or spare facility quened (Manual)			UMK	UMKLW		\$48.07	\$48.07								
		Loop Makeup - Preordering With Reservation, per spare facility quened (Manual)			UMK	UMKLP		\$50.97	\$50.97								
		Loop Makeup - With or Without Reservation, per working or spare facility quened (Mechanized)						\$0.6888									

Unbundled Network Elements
GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interfm	Zone	BCS	USOC	RATES				OSS RATES						
							Rec	First	Add1	First	Add1	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add1	Incremental Charge - Manual Svc Order vs Electronic-Dis-1st	Incremental Charge - Manual Svc Order vs Electronic-Dis-Add1
							SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility quened (Manual)			UMK	UMKLW		\$35.00	\$35.00								
		Loop Makeup - Preordering With Reservation, per spare facility quened (Manual)			UMK	UMKLP		\$45.00	\$45.00								
		Loop Makeup - With or Without Reservaton, per working or spare facility quened (Mechanized)					\$0.075										

Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES						
							Rec	First	Add'l	Disconnect	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Dis-1st	Incremental Charge - Manual Svc Order vs Electronic-Dis-Add'l
SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN													
LOOP MAKE-UP																		
		Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual)			UMK	UMKLN			\$47.98	\$47.98								
		Loop Makeup - Preordering With Reservation, per spare facility queued (Manual)			UMK	UMKLP			\$50.88	\$50.88								
		Loop Makeup - With or Without Reservation, per working or spare facility queued (Mechanized)						\$0.6746										

Unbundled Network Elements
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES									
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Dis-1st	Incremental Charge - Manual Svc Order vs Electronic-Dis-Add'l				
																		Nonrecurring		Nonrecurring	
																		Disconnect		Disconnect	
SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN																
LOOP MAKE-UP																					
	Loop Makeup - Preordering Without Reservaton, per working or spare facility queried (Manual)			UMK	UMKLN		\$47.91	\$47.91													
	Loop Makeup - Preordering With Reservaton, per spare facility queried (Manual)			UMK	UMKLP		\$50.80	\$50.80													
	Loop Makeup - With or Without Reservaton, per working or spare facility queried (Mechanized)						\$0.6852														

Unbundled Network Elements
MISSISSIPPI

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN												
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)				UMK	UMKLN			\$47.90	\$47.90							
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)				UMK	UMKLP			\$50.79	\$50.79							
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized)							\$0.6793									

Unbundled Network Elements
NORTH CAROLINA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES							
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l		
																		Nonrecurring	Nonrecurring
																		Disconnect	
SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN														
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation, per working or spare facility quened (Manual)			UMK	UMKLW		\$58.56	\$58.56										
		Loop Makeup - Preordering With Reservation, per spare facility quened (Manual)			UMK	UMKLP		\$56.34	\$56.34										
		Loop Makeup - With or Without Reservation, per working or spare facility quened (Mechanized)					\$1.04												

Unbundled Network Elements
SOUTH CAROLINA

CATEGORY	NOTES	UMBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES							
							Rec	Nonrecurring		First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disac-1st	Incremental Charge - Manual Svc Order vs Electronic-Disac-Add'l	
								First	Disconnect									
								First	Add'l									
SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN													
LOOP MAKE-UP																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual)				UMK	UMKLW		\$48.07	\$48.07									
	Loop Makeup - Preordering With Reservation, per spare facility queued (Manual)				UMK	UMKLP		\$50.97	\$50.97									
	Loop Makeup - With or Without Reservation, per working or spare facility queued (Mechanized)							\$0.6873										