



BellSouth Telecommunications, Inc.
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July 25, 2006

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 Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and **DIECA Communications, Inc. d/b/a Covad Communications Company**

Dear Mrs. Bayo:

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

Please file this amendment in the FL – Change of Law (COL) docket 041269-TP in accordance with the FPSC's decision rendered on February 7, 2006.

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

Very truly yours,

Handwritten signature of Jerry D. Hendrix in black ink, followed by the initials "RN".
Regulatory Vice President

DOCUMENT NUMBER-DATE

06531 JUL 25 06

FPSC-COMMISSION CLERK

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

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission (FPSC) rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the FPSC issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties have previously amended the Agreement to incorporate the Decision, other than the vacated issues, and the Parties now desire to amend the Agreement to incorporate the Second Order;

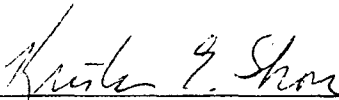
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.
4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).
6. All of the other provisions of the Agreement shall remain in full force and effect.
7. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
8. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251 (c) (3) should be removed from BellSouth's SQM/PMAP/SEEM plans for the State of Florida and are inapplicable for services that are no longer provided pursuant to the agreement.

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 5/30/06

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

By: 

Name: Jim Kirkland

Title: SVP and General Counsel

Date: May May 26, 2006

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1. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

3. Commingling of Services
 - 3.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Covad has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Covad must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
 - 3.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
 - 3.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.
 - 3.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
 - 3.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

4. Line Sharing

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- 4.1 General. Line Sharing is defined as the process by which Covad provides digital subscriber line (“xDSL”) service over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Covad using the high frequency spectrum (as defined below) of the Loop.
- 4.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and Covad, will remain in effect until the End User discontinues or moves xDSL service with Covad. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.
- 4.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in Exhibit B.
- 4.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit B.
- 4.5 Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.
- 4.6 No new line sharing arrangements may be ordered.
- 4.7 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Covad the ability to provide xDSL data services to the End User for which BellSouth provides voice services.
- 4.8 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.
- 4.9 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 4.10 BellSouth will provide Loop Modification to Covad on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Agreement. BellSouth is not required to modify a Loop for access to the High Frequency

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spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Covad requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Covad shall pay for the Loop to be restored to its original state.

- 4.11 Line Sharing must be provide only on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such Loop, Covad or the new voice provider, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Covad purchases the full stand-alone Loop, Covad may elect the type of Loop it will purchase. Covad will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit C of Attachment 2 of the Agreement. In the event Covad purchases a voice grade Loop, Covad acknowledges that such Loop may not remain xDSL compatible.
- 4.12 If the End User terminates its BellSouth provided voice service, and Covad requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement, BellSouth will discontinue billing Covad for the High Frequency Spectrum and begin billing the voice Covad for the full stand-alone Loop. BellSouth will continue to bill Covad for all associated splitter charges if Covad continues to use a BellSouth splitter. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 4.13 Once BellSouth has placed cross-connects on behalf of Covad to provide Covad access to the High Frequency Spectrum and chooses to rearrange its splitter or Covad pairs, Covad may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Covad's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Covad access to the High Frequency Spectrum. BellSouth shall bill and Covad shall pay the Subsequent Activity charges as set forth in Exhibit B.
- 4.14 BellSouth's Local Ordering Handbook (LOH) will provide Covad the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 4.15 Maintenance and Repair - Line Sharing. Covad shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Covad may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Covad will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

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4.16 Covad shall inform its End Users to direct data problems to Covad, unless both voice and data services are impaired, in which event Covad should direct the End Users to contact BellSouth. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

5. Line Splitting

5.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

5.2 Line Splitting – UNE-L. If Covad provides its own switching or obtains switching from a third party, Covad may engage in line splitting arrangements with another CLEC using a splitter, provided by Covad, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

5.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

5.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Covad owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

5.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

5.3 CLEC Provided Splitter – Line Splitting – UNE-L

5.3.1 To order High Frequency Spectrum on a particular Loop, Covad must have a DSLAM collocated in the central office that serves the End User of such Loop.

5.3.2 Covad may purchase, install and maintain central office POTS splitters in its collocation arrangements. Covad may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

5.3.3 Any splitters installed by Covad in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Covad may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

5.4 Maintenance – Line Splitting – UNE-L

5.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

5.5 Indemnification

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- 5.5.1 Covad shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 5.6 Network Modifications
- 5.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.
6. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.
- 6.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

CATEGORY	RATE ELEMENTS	Intern Zone	USOC	RATES (\$)	Nonrecurring			Nonrecurring Disconnect			SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					Rec	First	Add'l	First	Add'l	SOMEC						
Attachment: 2 Exh B																
	Commingled Authorization UN:BT, ULDB3, ULDB1, ULDBX, ULTRX, ULTRX, ULTRX, ULTRX, ULTRX, ULTRX, UNCGV, UNCGX, UNCGX, ULTRD1, UNTRD, ULTRD1, UNCGX, ULTRD1,			0.00	0.00	0.00	0.00	0.00	0.00	0.00						
	Commingled V5 CCCI		XDVXX, NTCV6	1.38	6.71	4.84	0.00	0.00	0.00	0.00						
	Commingled Digital CCCI		XDVXX, NTCV6	2.10	6.71	4.84	0.00	0.00	0.00	0.00						
	Commingled ISDN CCCI		XDDXX	3.66	6.71	4.84	0.00	0.00	0.00	0.00						
	Commingled 4-wire VG Interoffice Channel		XDVXX	25.32	94.70	52.59	45.28	18.03	18.03	0.00						
	Commingled 4-wire VG Interoffice Channel		XDVXX	22.58	94.70	52.59	45.28	18.03	18.03	0.00						
	Commingled 5Mbps Interoffice Channel		XDDXX	18.44	94.70	52.59	45.28	18.03	18.03	0.00						
	Commingled 6Mbps Interoffice Channel		XDDXX	18.44	94.70	52.59	45.28	18.03	18.03	0.00						
	Commingled V5-D50 Interoffice Channel Mileage		KDVXX KDVXX, XDV6X, ULSXX	0.0091	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 2-wire Local Loop Zone 1		XDXX	1.40	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 2-wire Local Loop Zone 2		XDXX	1.40	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 2-wire Local Loop Zone 3		XDXX	30.87	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 4-wire Local Loop Zone 1		XDV6X	18.89	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 4-wire Local Loop Zone 2		XDV6X	26.84	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 4-wire Local Loop Zone 3		XDV6X	47.62	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 5Mbps Local Loop Zone 1		XDXX	22.20	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 5Mbps Local Loop Zone 2		XDXX	31.56	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 5Mbps Local Loop Zone 3		XDXX	55.99	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 6Mbps Local Loop Zone 1		XDXX	22.20	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 6Mbps Local Loop Zone 2		XDXX	31.56	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled 6Mbps Local Loop Zone 3		XDXX	55.99	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled ISDN Local Loop Zone 1		XDXX	19.28	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled ISDN Local Loop Zone 2		XDXX	27.40	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled ISDN Local Loop Zone 3		XDXX	48.62	127.59	60.54	48.00	6.31	6.31	17.95						
	Commingled DS1 Interoffice Channel		XDHXX XDHXX, NTCV1, ULSXX	13.78	174.46	122.46	45.51	17.95	0.00	0.00						
	Commingled DS1 Interoffice Channel Mileage		KDHXX KDHXX, NTCV1, ULSXX	0.1856	174.46	122.46	45.51	17.95	0.00	0.00						
	Commingled DS1 Local Loop Zone 1		XDHXX	14.74	121.62	51.44	14.45	6.31	6.31	17.95						
	Commingled DS1 Local Loop Zone 2		XDHXX	21.75	121.62	51.44	14.45	6.31	6.31	17.95						
	Commingled DS1 Local Loop Zone 3		XDHXX	178.38	121.62	51.44	14.45	6.31	6.31	17.95						
	Commingled DS3 Local Loop Mileage		HFQXX	396.88	244.42	154.73	67.10	26.27	0.00	0.00						
	Commingled DS3-TS-1 Local Loop Mileage		HFQXX, HFRST	10.92	244.42	154.73	67.10	26.27	0.00	0.00						
	Commingled DS3-TS-1 Local Loop		HFQXX	426.60	244.42	154.73	67.10	26.27	0.00	0.00						
	Commingled DS3-D51 Channel System		HFQXX	211.19	115.60	56.54	12.16	4.29	0.00	0.00						
	Commingled DS3 Interoffice Channel		HFQXX	1,071.00	320.00	139.20	38.60	18.81	0.00	0.00						
	Commingled DS3 Interoffice Channel Mileage		HFQXX	3.87	320.00	139.20	38.60	18.81	0.00	0.00						
	Commingled STS-1 Interoffice Channel		HFRTT	1,056.00	320.00	139.20	38.60	18.81	0.00	0.00						
	Commingled STS-1 Interoffice Channel Mileage		HFRTT	3.87	320.00	139.20	38.60	18.81	0.00	0.00						
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Four Mile Or Fraction Thereof		HEQDL	29.65	751.34	193.89										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Four Mile Or Fraction Thereof		HEQDL	29.65	751.34	193.89										
	SPLITTERS-CENTRAL OFFICE BASED		ULS	119.72	329.13	0.00	347.90	0.00	0.00	0.00						
	Line Sharing Splitter, per System 24 Line Capacity		ULSDB	29.93	329.13	0.00	347.90	0.00	0.00	0.00						
	Version: FL COL Amendment with Vacated Language with Line Sharing															

NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:

NOTE 1: 10/02/2003 - 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")

NOTE 1: 10/02/2004 - 10/01/2005: 50% of the rate for UCLND

NOTE 1: 10/02/2005 - 10/01/2006: 75% of the rate for UCLND

NOTE 1: Above will apply to USOCs: ULSDT and ULST

NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and in service on or before October 1, 2003

