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November 7, 2018

Ms. Carlotta S. Stauffer
Commission Clerk
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, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and EarthLink Business, LLC ("CLEC")

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on March 12, 2010 in Docket Number 20100122-TP.

AT&T and CLEC have agreed to make this amendment effective upon the signature of both parties. This is a result of a Force Majeure event due to the fact that the provisions being amended to the underlying ICA(s) are pre-requisites for the network restoration activities CLEC is undertaking in northwestern Florida to restore service to customers impacted by Hurricane Michael.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, reading "Richard T. Howell", is located below the "Sincerely," text.

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

AND

EARTHLINK BUSINESS, LLC

Signature: eSigned - S. Lynn Hughes

Signature: eSigned - William Bockelman

Name: eSigned - S. Lynn Hughes
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: Director Carrier Relations
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 07 Nov 2018

Date: 07 Nov 2018

Earthlink Business, LLC

BellSouth Telecommunications, LLC d/b/a AT&T
 FLORIDA by AT&T Services, Inc., its authorized
 agent

State	Resale OCN	CLEC OCN
FLORIDA	2932	2830,3415

Description	ACNA Code(s)
ACNA(s)	NGE

**AMENDMENT TO THE AGREEMENT
BETWEEN
EARTHLINK BUSINESS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T FLORIDA") and Earthlink Business, LLC ("CLEC"). AT&T FLORIDA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T FLORIDA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 10, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to add provisions related to Microwave Entrance Facility Collocation Service.

1. The Amendment is composed of the foregoing recitals, the terms and conditions, Exhibit A, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the Microwave Entrance Facilities-Collocation Attachment, attached hereto as Exhibit A, to the Agreement.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date"). AT&T FLORIDA and CLEC have agreed to make this amendment effective upon the signature of both parties as this is a result of a Force Majeure event due to the fact that the provisions being amended to the underlying ICA(s) are pre-requisites for the network restoration activities CLEC is undertaking in northwestern Florida to restore service to customers impacted by Hurricane Michael.

EXHIBIT A - ATTACHMENT - MICROWAVE ENTRANCE FACILITIES - COLLOCATION

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions applicable to AT&T-21STATE and CLEC for Microwave Entrance Facility collocation service (also referred to herein as "Microwave Entrance Facilities"). All requirements in the General Terms and Conditions and Attachment Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.
- 1.2 CLEC's Microwave Entrance Facilities. A description of CLEC's Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in 5.0 below of the Microwave Attachment. Entrance facilities are dedicated transmission facilities that connect ILEC and CLEC locations. Specifically, these locations must be either wire centers or switches.
- 1.3 As used herein, AT&T-21STATE ("AT&T-21STATE") means the applicable ILEC(s) from the following list: BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, and/or AT&T Florida and/or, AT&T Georgia, and/or AT&T Kentucky, and/or AT&T Louisiana, and/or AT&T Mississippi and/or AT&T North Carolina and/or AT&T South Carolina and/or AT&T Tennessee; Illinois Bell Telephone Company, LLC d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; Nevada Bell Telephone Company d/b/a AT&T Nevada; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas; and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.
- 1.5 The prices at which AT&T-21STATE agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, Wisconsin, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and/or Tennessee until such time as costs and permanent cost-based rates may be determined by AT&T-21STATE.

2.0 Description

- 2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is allowed where technically practical and there is sufficient available space. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing AT&T-21STATE's UNEs or interconnecting to AT&T-21STATE's network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of CLEC's physical collocation arrangement in AT&T-21STATE's central office. AT&T-21STATE will permit the collocation and use of microwave equipment necessary for interconnection or access to UNEs.

3.0 Application Process

- 3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an AT&T-21STATE premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each AT&T-21STATE premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-21STATE premises.
- 3.2 If AT&T-21STATE concludes that Microwave Entrance Facilities are not practical for technical reasons or because of lack of available space for a rooftop or other suitable exterior space at an AT&T-21STATE premises requested by CLEC, AT&T-21STATE will provide CLEC with a written explanation of such technical or space impracticality according to the Application response interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-21STATE's explanation of technical impracticability may include, without limitation, AT&T-21STATE's known business

plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4.0 Method of Provisioning

- 4.1 Except where not practical for technical reasons or because of space limitations at AT&T-21STATE's discretion, the following method for providing space for CLEC's microwave transmission entrance facilities will be made available to CLEC. CLEC now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. Where a list of AT&T-21STATE's Tier 1 approved suppliers (Supplier) is available, CLEC must select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by CLEC if AT&T determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. When CLEC is using an AT&T-21STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by CLEC will comply with AT&T-21STATE's nondiscriminatory practices and procedures.
- 4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the AT&T CLEC Online website. The purpose of this Pre-Construction Site Visit is for CLEC to determine Line of Sight prior to the submission of an application for the AT&T-21STATE premises for which CLEC intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the AT&T-21STATE premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) Calendar days of AT&T-21STATE's receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate mutually agreed AT&T-21STATE personnel visiting an AT&T-21STATE premises for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-21STATE premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or AT&T-21STATE to provide, Microwave Entrance Facilities at a particular AT&T-21STATE premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-21STATE will determine the feasibility and technical practicality of installing microwave equipment for the particular AT&T-21STATE premises requested based on the information provided by CLEC in the application submitted to AT&T-21STATE. If any travel expenses are incurred, CLEC will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. CLEC will be charged for the reasonable costs incurred by AT&T-21STATE for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.
- 4.3 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-21STATE's personnel and/or the AT&T-21STATE's Supplier(s) employed by AT&T-21STATE, whose time is spent reasonably reviewing any permitting materials that will be used by CLEC to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-21STATE shall have final approval authority on all proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-21STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at AT&T-21STATE premises. The fee for AT&T-21STATE or AT&T-21STATE's Suppliers to reasonably review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-21STATE, shall be assessed as an ICB charge that will be billed by AT&T-21STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.
- 4.4 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested AT&T-21STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to AT&T-21STATE. If CLEC, or CLEC's AT&T-

21STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to AT&T-21STATE prior to the submission of an application for physical collocation within the AT&T-21STATE premises, indicating the name(s) of the AT&T-21STATE premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2 above, when CLEC requests a Pre-Construction Site Visit to determine line of sight.

4.4.1 If CLEC's AT&T-21STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-21STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by AT&T-21STATE.

4.4.2 A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-21STATE will process the collocation application for Microwave Entrance Facilities.

4.5 Roof Inspection. AT&T-21STATE may require a roof inspection at any AT&T-21STATE Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same AT&T-21STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. CLEC will bear the cost of the inspection, including any travel costs incurred by AT&T-21STATE, as specified in 4.2 above. AT&T-21STATE will use an AT&T-21STATE approved supplier to perform this inspection. At AT&T-21STATE's discretion, AT&T-21STATE's personnel may accompany the AT&T-21STATE approved supplier. AT&T will limit the AT&T employees accompanying the AT&T-21STATE approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-21STATE prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-21STATE to allow Microwave Entrance Facilities at a particular AT&T-21STATE's premises.

4.6 In addition, in each instance where a microwave entrance facility is requested by CLEC, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by CLEC and AT&T-21STATE within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of AT&T-21STATE and CLEC for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and CLEC's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled according to the dispute Resolution language in the underlying Interconnection Agreement ("Agreement"). The Microwave equipment selected by CLEC must be compliant with 5.0 below. CLEC must provide to AT&T-21STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC's antenna(e) and waveguide attachments. The CLEC must provide to AT&T-21STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

4.7 The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an AT&T-21STATE building. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to AT&T-21STATE prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by

CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

4.8 CLEC is responsible for providing AT&T-21STATE with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once CLEC's microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All AT&T-21STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).

4.9 AT&T-21STATE Tower/Structure

4.9.1 Where space is available and where technically practical, AT&T-21STATE will provide CLEC with antenna mounting space on the AT&T-21STATE microwave tower or support structure where CLEC's physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically practical to construct such a structure, the structure shall be constructed at CLEC's expense.

4.9.1.1 Work performed on behalf of CLEC by an AT&T-21STATE Tier 1 approved supplier does not absolve CLEC from the overall responsibility for the installation, maintenance, repair and removal of all of its microwave equipment. CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If CLEC does not perform the removal and restoration by the end of sixty (60) days, AT&T-21STATE may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

4.9.1.1.1 AT&T-21STATE reserves the right to control the roof penetration activity, on a case by case basis.

4.9.1.2 If CLEC chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-21STATE's approval.

4.9.1.3 Where AT&T-21STATE has provided CLEC a physical collocation arrangement within the eligible structure, CLEC's radio equipment will be located in CLEC's dedicated physical collocation arrangement. AT&T-21STATE will allow physical collocation of CLEC's equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by AT&T-21STATE.

4.9.1.4 CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-21STATE must receive all copies of the required permits and license applications or grants pending before the applicable regulatory bodies, before AT&T-21STATE will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the AT&T-21STATE's property at CLEC's expense. Mitigating circumstances will be evaluated on a case by case basis.

5.0 Equipment

5.1 CLEC is responsible for providing a list of all microwave equipment to be installed to AT&T-21STATE with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by CLEC must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. These documents are located on the AT&T CLEC Online website. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner as all subsequent

requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and CLEC will submit an Equipment Review Request Form (ERRF).

5.2 CLEC retains title to all microwave equipment installed pursuant to this Attachment Microwave.

6.0 Liability

6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to AT&T-21STATE or other CLEC's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including CLEC's installation, operation, or maintenance or AT&T-21STATE's inspection of the microwave and related equipment on the rooftop of the premises and as set forth in 5.1 above ("Equipment") of this Attachment, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7.0 Additional Terms and Conditions

7.1 In addition to other information required by this Attachment, CLEC requesting microwave collocation will provide upon request, the following information before AT&T-21STATE can consider CLEC's application for such collocation:

7.1.1 The specific types of equipment CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in 4.1 above and other sections of this Attachment.

7.1.2 A description and diagram of how CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of CLEC's network to the AT&T-21STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the AT&T-21STATE ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1 above, 3.1 above, 4.1 above, and other sections of this Attachment.

7.1.3 Information that enables AT&T-21STATE to confirm that the Z location(s) are part of CLEC's network as opposed to customer location. CLEC may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.

8.0 Premises

8.1 Attachment and Premises. CLEC will be required to execute a separate Attachment in the form of Exhibit 1 that identifies the AT&T-21STATE Premises, which is attached hereto and incorporated hereby, and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9.0 Use of Premises

9.1 Use. The Premises, as identified in Exhibit 1 to this Attachment, may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.

9.2 RF Compliance. CLEC agrees to comply with the Federal Communications ("FCC") radio frequency ("RF") exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to AT&T-21STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC's proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLECs Microwave Entrance Facilities, AT&T-21STATE and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-21STATE's Property by CLEC, then CLEC shall promptly correct the

MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided AT&T-21STATE agrees to such measures. If CLEC fails to comply with this Section AT&T-21STATE, at its sole discretion, may terminate the Attachment upon written notice.

9.3 Line of Sight: AT&T-21STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each AT&T-21STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-21STATE, where technically practical, but AT&T-21STATE offers no guarantee that unobstructed line of sight is available for the AT&T-21STATE premises requested by CLEC. AT&T-21STATE will work cooperatively with CLEC in determining a suitable space for CLEC's equipment on the rooftop or other suitable exterior space for the requested AT&T-21STATE premises. If AT&T-21STATE requires a building enhancement or modification that obstructs CLEC's existing line of sight or, placement of additional equipment that has no reasonable alternative placement available other than one that obstructs CLEC's existing line of sight, AT&T-21STATE will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount.

9.3.1 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the third party's application will be denied unless all three parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight, not to exceed the 20 foot height (6.1 meters) limitation required pursuant to 9.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

9.4 Structural Modifications: CLEC will be responsible for the costs associated with any necessary structural modifications or reinforcements necessary to accommodate CLECs microwave entrance facilities. CLEC will also be responsible for the costs associated with resultant lighting and/markings additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. AT&T-21STATE will not be responsible for moving CLEC's antenna(e) mount(s), if AT&T-21STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-21STATE premises. AT&T-21STATE shall notify CLEC six (6) months prior to the start of an AT&T-21STATE premises building addition so that CLEC can arrange, at its sole expense, for CLEC's AT&T-21STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-21STATE premises. Such notification will include construction drawings of the proposed addition, where available. AT&T-21STATE shall notify CLEC six (6) months prior to the start of an AT&T-21STATE premises building addition during CLEC's application process.

10.0 Pre-design Meeting

10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT&T-21STATE and CLEC will commence within a maximum of thirty (30) calendar days from AT&T-21STATE's receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-21STATE and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to AT&T-21STATE's provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for AT&T-21STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also

discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11.0 Security Access

- 11.1 Where a secured common corridor exists, AT&T-21STATE shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-21STATE's access and security regulations, rules or policies.
- 11.2 CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of AT&T-21STATE or others.
- 11.3 Notwithstanding the above, AT&T-21STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.
- 11.3.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the AT&T-21STATE Collocation Attachment.

12.0 Antenna Placement

- 12.1 CLEC and AT&T-21STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Attachment. Each antenna may be used for a single Z location. CLEC request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, CLEC may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13.0 Antenna Support Structure Lighting and Marking

- 13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every 3 years.
- 13.2 For marking and/or lighting systems, AT&T-21STATE will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If AT&T-21STATE reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify CLEC and AT&T-21STATE will restore marking and/or lighting to its required condition and charge CLEC for same.
- 13.3 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14.0 Utility Connections

- 14.1 All Microwave Entrance Facility power requirements will be provided through CLEC's collocation arrangement.

15.0 Co-Development

- 15.1 Notwithstanding any other provision of this Attachment, CLEC hereby acknowledges that AT&T-21STATE may have existing Microwave Entrance Facilities of its own, or of other tenants or CLECs on or at AT&T-21STATE's Property, and/or AT&T-21STATE may from time to time throughout the Attachment term enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-21STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECs. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with AT&T-21STATE and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T-21STATE's property including

utility connections and access. CLEC shall use its best efforts to coordinate with AT&T-21STATE and other CLECs when requested with respect to determining the location of CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16.0 Equipment Removal

16.1 If, at any time, AT&T-21STATE determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Attachment, AT&T-21STATE will provide written notice of its determination and documentation supporting such determination to CLEC. If CLEC fails to correct any non-compliance with these standards, fails to demonstrate to AT&T-21STATE's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T-21STATE, AT&T-21STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an AT&T-21STATE Tier 1 approved supplier. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire AT&T-21STATE's approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the AT&T-21STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of 21.0 below.

17.0 Interference Communication

17.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-21STATE's property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-21STATE's Pre-existing Communications. If, despite CLEC's best efforts, the interference or disruption to AT&T-21STATE's Pre-existing Communications continues and can reasonably be attributed to CLEC's operations, then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-21STATE's reasonable satisfaction. If CLEC cannot permanently correct such interference to AT&T-21STATE's satisfaction within ten (10) calendar days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time), then AT&T-21STATE may thereafter require CLEC to ease its microwave operations at the impacted location. If CLEC is required to cease its microwave operations at the impacted location, then upon CLEC's request, AT&T will provision, if technically practical, type 2 terrestrial facilities at CLEC's expense.

17.2 AT&T-21STATE shall not permit (and shall not permit any third party) the use of any portion of AT&T-21STATE's property in a way which materially or adversely interferes with the rights of CLEC hereunder, subject to AT&T-21STATE's superior right to use and operate AT&T-21STATE's property for its benefit. If any such interference occurs, CLEC shall notify AT&T-21STATE. Without limiting any of CLEC's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, AT&T-21STATE shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then AT&T-21STATE must take all necessary steps to remove the interference or terminate that third party grant of rights. AT&T-21STATE and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on AT&T-21STATE's property.

17.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that CLEC's supplier determines that in its opinion AT&T-21STATE is responsible for the interference, CLEC shall contact their AT&T-21STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of CLEC.

18.0 Taxes

18.1 CLEC shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set forth in 5.1 above of this Attachment. Whenever possible, CLEC shall cause all such items to be assessed and billed separately from the property of AT&T-21STATE. In the event any such items shall be

assessed and billed with the property of AT&T-21STATE, CLEC shall pay AT&T-21STATE its share of such taxes, charges or other governmental impositions within thirty (30) days after AT&T-21STATE delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to CLEC's property.

19.0 Termination

19.1 By CLEC: This Attachment or any Appendix hereunder may be terminated by CLEC without further liability on thirty (30) calendar days prior written notice

- (i) upon a default of any covenant, condition, or term hereof by AT&T-21STATE, which default is not cured within sixty (60) calendar days of receipt of written notice of default;
- (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
- (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.

19.2 By AT&T-21STATE: This Attachment may be terminated by AT&T-21STATE without further liability, and/or AT&T-21STATE may elect to deny approval to enter into any new Attachment on thirty (30) calendar days prior written notice:

- (i) upon a default of any covenant, condition, or term hereof (including the terms of this Attachment by CLEC, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) calendar days of receipt of written notice of default;
- (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
- (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
- (iv) if CLEC shall fail to permanently terminate interference as required under 18.0 above.

20.0 Surrender

20.1 Upon the expiration or termination of the applicable Attachment, CLEC shall surrender the Premises to AT&T-21STATE in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to AT&T-21STATE's reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, AT&T-21STATE shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of CLEC with respect to it shall cease. CLEC shall be liable to AT&T-21STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-21STATE.

21.0 Destruction of Premises

21.1 If the Premises or AT&T-21STATE's Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying AT&T-21STATE no more than thirty (30) calendar days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22.0 Condemnation

22.1 If a condemning authority takes all of AT&T-21STATE's Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in AT&T-21STATE's Property, CLEC shall not be entitled to make a claim against the condemning authority or AT&T-21STATE for just compensation for any property interest or bonus value of this Attachment. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave

Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning author.

23.0 Miscellaneous

23.1 Severability. If any provision of this Attachment is invalid or unenforceable with respect to any party the remainder of this Attachment or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Attachment shall be valid and enforceable to the fullest extent permitted by law.

23.2 No Offer. Under no circumstances shall delivery of this Attachment be deemed to create an option or reservation for the benefit of CLEC unless and until this Attachment has been duly executed by AT&T-21STATE. This Attachment shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to CLEC. AT&T-21STATE reserves the right to reject this Attachment any time prior to delivery of a fully executed copy of this Attachment to CLEC. No act or omission of any agent or employee of AT&T-21STATE or AT&T-21STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

24.0 CLEC Contracts for Drawings Directly with the AT&T-21STATE Approved Supplier

24.1 CLEC shall provide AT&T-21STATE with CLEC's proposed design and construction Appendix and the AT&T-21STATE's Supplier they have agreed to use.

24.2 CLEC shall provide AT&T-21STATE the Site Plan prepared by an AT&T-21STATE's Supplier for AT&T-21STATE's approval, which will not be unreasonably withheld.

24.3 Upon AT&T-21STATE's approval of the Site Plan, CLEC shall have an AT&T-21STATE's Supplier prepare the construction drawings for AT&T-21STATE's approval, which will not be unreasonably withheld.

24.4 Upon approval by AT&T-21STATE, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides AT&T-21STATE with a copy of the building permit.

24.5 Change Orders. Any changes requested by AT&T-21STATE, CLEC, Contractor or Supplier shall be subject to the following provisions:

24.5.1 No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-21STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

24.5.2 Any request for a material change shall be accompanied by AT&T-21STATE or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;

24.5.3 Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-21STATE and CLEC prior to implementation of the change;

24.5.4 As soon as reasonably possible after receipt of a written change request from either party, the AT&T-21STATE or CLEC who receives a request to make a change shall have up to five (5) Calendar days to approve or disapprove of the request. If such party fails to respond within the five (5) Calendar day period, the request and associated amended Estimate shall be deemed approved.

24.6 Reimbursement to AT&T-21STATE for AT&T-21STATE Employees and AT&T-21STATE Suppliers Time. CLEC shall pay AT&T-21STATE a reimbursement charge. This charge shall equal the sum of the hourly charges for the AT&T-21STATE Supplier(s) employed by AT&T-21STATE and AT&T-21STATE employees (a) to review CLEC's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) to review CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, to supervise CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by AT&T-21STATE Suppliers and employed by AT&T-21STATE, employees.

24.7 The estimated amount shall be invoiced to CLEC at the time the Work Appendix is provided to CLEC and fifty percent (50%) payment by CLEC shall be due within thirty (30) days. The second fifty percent (50%) payment shall be due

prior to job construction. AT&T-21STATE shall seek pre-approval from CLEC via written notice for an increase in its good-faith estimate. CLEC shall have 30 days to either accept the new estimate or to inform AT&T-21STATE that it wishes to cancel its application. CLEC shall be responsible for payment of all pre-approved costs incurred by AT&T-21STATE up to the point when the cancellation is received.

- 24.8 Supervision of CLEC's Supplier. The charge for supervision of CLEC's supplier shall equal the sum of the hourly charges of any AT&T-21STATE employees or AT&T-21STATE Suppliers that are employed by AT&T-21STATE to reasonably monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if AT&T-21STATE, at AT&T-21STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-21STATE employee or AT&T-21STATE Supplier employed by AT&T-21STATE shall be assessed as an ICB charge and billed by AT&T-21STATE as soon as reasonably possible following the charges being incurred.
- 24.9 Bonding and Grounding. CLEC's AT&T-21STATE Approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-21STATE's equipment or other occupants' equipment located in the AT&T-21STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to AT&T-21STATE's technical publications, specifically TP76200 and TP76300. These documents are located on the AT&T CLEC Online website. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement beyond what would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.
- 24.10 Special Security Construction. If AT&T-21STATE reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and CLEC prefers to obtain such secured access rather than use escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-21STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.

25.0 Title to Facilities and Improvements

- 25.1 Title to CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with CLEC as the property of CLEC and shall not become fixtures to AT&T-21STATE's Property.
- 25.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements as they are at the time of execution of this Attachment and as they may change from time-to-time:
- 25.2.1 Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- 25.2.2 FCC OET Bulletin 65, dated 08/97
- 25.2.3 AT&T-21STATE Engineering and Installation Standards
- 25.2.4 American National Standards Institute:
- 25.2.5 Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
- 25.2.5.1 Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
- 25.2.6 All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building

Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

26.0 Closeout

26.1 CLEC shall provide AT&T-21STATE, at no cost to AT&T-21STATE, with record drawings (“Record Drawings”) ninety (90) calendar days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built drawings provided to CLEC or its agents by the Supplier. CLEC shall provide AT&T-21STATE the Record Drawings in the following formats:

26.1.1 One set saved in AutoCAD 2000i on CD-ROM.

26.1.2 Three sets of full size blueprints or bond prints.

26.1.3 Two sets of half size bond prints.

26.1.4 **NOTE:** If CLEC fails to provide complete as built Record Drawings within the 90 calendar day interval, AT&T will provide CLEC fifteen (15) calendar days written notice that failure to provide such Record Drawings is grounds for termination pursuant to 19.0 above of this Appendix. Such failure shall be deemed a breach of the Appendix, and AT&T-21STATE will have the option of terminating the microwave collocation application. All costs incurred to be paid by CLEC or to enter a contract with an approved supplier to create the required drawings and all charges will be billed to CLEC. AT&T will contact CLEC before the application is terminated.

27.0 Cooperation

27.1 AT&T-21STATE and CLEC each shall cooperate with the Contractors and Suppliers in the completion and performance of the Work.

28.0 Walkthrough

28.1 Within five (5) Calendar days following substantial completion of the Work, AT&T-21STATE and CLEC shall conduct a walkthrough of the Premises, including testing of CLEC’s Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-21STATE or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) calendar days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-21STATE and CLEC shall conduct another walkthrough and testing of CLEC’s Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

29.0 Subsequent Alterations

29.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Attachment.

EXHIBIT I

DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-21STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-21STATE, after consulting CLEC, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-21STATE's property.

A final drawing or copy of a property survey depicting the above will replace the description in this Exhibit I when initialed by AT&T-21STATE.

Notes:

1. The description in this Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by CLEC.
2. Setback of the Premises from the AT&T-21STATE's boundaries shall be the distance required by the applicable government authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.