



**GTE SERVICE CORPORATION**

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December 10, 1999

Ms. Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

*991813-1P*

Re: Docket No.  
Petition of GTE Florida Incorporated for Approval of First Amendment to  
Interconnection, Resale and Unbundling Agreement with DIECA  
Communications, Inc. d/b/a Covad Communications Company

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's  
Petition for Approval of First Amendment to Interconnection, Resale and Unbundling  
Agreement with DIECA Communications, Inc. d/b/a Covad Communications Company.  
The amendment consists of a total of 17 pages. Service has been made as indicated  
on the Certificate of Service. If there are any questions regarding this matter, please  
contact me at (813) 483-2617.

Very truly yours,

*Kimberly Caswell*  
KC:tas  
Enclosures

DOCUMENT CONTROL  
15153 DEC 10 99  
RECORDS & REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of GTE Florida Incorporated for ) Docket No. 991592-TP  
Approval of First Amendment to Interconnection, ) Filed: December 10, 1999  
Resale and Unbundling Agreement with )  
DIECA Communications, Inc. d/b/a Covad )  
Communications Company )  
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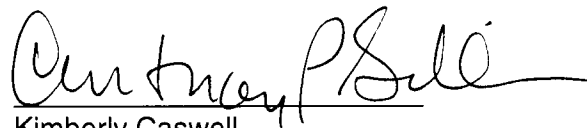
**PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL  
OF FIRST AMENDMENT TO INTERCONNECTION, RESALE AND UNBUNDLING  
AGREEMENT WITH DIECA COMMUNICATIONS, INC. D/B/A  
COVAD COMMUNICATIONS COMPANY**

GTE Florida Incorporated (GTEFL) files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the interconnection, resale and unbundling agreement which GTEFL has entered with DIECA Communications, Inc. d/b/a Covad Communications Company (Covad). In support of this petition, GTEFL states:

On July 7, 1999, the Commission approved GTEFL's interconnection, resale and unbundling agreement with Covad in Docket No. 990182-TP. The attached amendment provides terms, conditions and prices for cageless collocation as reflected in the new FCC collocation rules.

GTEFL respectfully requests that the Commission approve the attached amendment and that GTEFL be granted all other relief proper under the circumstances.

Respectfully submitted on December 10, 1999.

By:   
Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617

Attorney for GTE Florida Incorporated

**FIRST AMENDMENT TO  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT  
BETWEEN  
GTE FLORIDA INCORPORATED  
AND  
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY**

**THIS FIRST AMENDMENT** to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective July 27, 1999, is by and between GTE Florida Incorporated (GTE) and DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), GTE and Covad being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Florida (the "State").

**WHEREAS**, the Agreement, was approved by the Florida Public Service Commission's ("Commission") Order dated July 7, 1999 in Docket No. 990182-TP ("Agreement"); and

**WHEREAS**, subsequent to the approval of the Agreement, the Federal Communications Commission ("FCC") issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48; and

**WHEREAS**, the Parties now wish to amend the Agreement to provide terms, conditions and prices for cageless collocation reflected in such new FCC rules as follows;<sup>1</sup>

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article IX of the Agreement shall be amended to add paragraphs 3 and 3.1 through 3.4 specified below.
2. Appendix K and Attachment 1 to Appendix K, specified below, shall be added to the Agreement.
3. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.
4. If any provision in the Agreement conflicts with this First Amendment, this first amendment shall control.

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<sup>1</sup> Notwithstanding this First Amendment, the Parties do not waive, and hereby expressly reserve, the right to challenge such FCC rules and/or whether this Amendment meets the requirements of those rules. The Parties further expressly reserve their rights pursuant to the "Changes in Legal Requirements" provision found in Article III, Section 35 of the Agreement, in the event that such rules are later modified or eliminated due to changes in legal requirements.

ARTICLE IX  
COLLOCATION

3. Cageless collocation.

- 3.1 Cageless collocation is provided only pursuant to this Agreement. The specific terms, conditions and prices for cageless collocation are provided in Appendix K to this Agreement. The general terms and conditions of this Agreement also apply to cageless collocation.
- 3.2 The Parties intend to negotiate terms, conditions and prices for other forms of collocation required by the new FCC rules and to conduct further negotiations for the terms, conditions and prices for cageless collocation and to modify this Agreement as appropriate. The Parties agree that these subsequent negotiations constitute negotiations under sections 251 and 252 the Act, and, as such, the Parties retain all rights provided by the Act for negotiations and arbitration.
- 3.3 The Parties acknowledge that the prices for cageless collocation specified in Attachment 1 to Appendix K are interim and will be superseded by "Final Prices" determined by further agreement or by final order, including any appeals, in a proceeding involving GTE before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including without limitation, the Federal Communications Commission.
- 3.4 To the extent Final Prices, or the terms and conditions for the application of Final Prices, are different than the prices and application of prices in Appendix K, the Final Prices will be applied retroactively to the effective date of this Amendment. The Parties will true-up any resulting over or under billing. Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to GTE. If the Total Final Price is less than the Total Interim Price, GTE shall pay the difference to Covad. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.\*

GTE Florida Incorporated

IECA Communications, Inc. d/b/a  
Covad Communications Company

By: Connie Nicholas

By: [Signature]

Name: Connie Nicholas

Name: Shruv Khanna

Title: Assistant Vice President  
**Wholesale Markets - Interconnection**

Title: EVP + General Counsel

Date: November 5, 1999

Date: 11/19/99

APPROVED BY LEGAL DEPT.	
TAP	10/29/99
ATTORNEY	DATE

\*GTE has agreed to allow this First Amendment to become effective upon execution in order to permit Covad to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. In light of this, Covad hereby agrees that its obligations regarding indemnification, confidentiality and insurance set forth in sections 8, 9, and 10 of this First Amendment shall remain in effect notwithstanding the Commission's possible rejection of this Amendment.

## APPENDIX K CAGELESS COLLOCATION

### 1.0 SCOPE OF AGREEMENT

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

1.2 Use of Space. Covad shall use the Collocation Space for the purposes of installing, maintaining and operating Covad's equipment (to include testing and monitoring equipment mounted in Covad's bay) used or useful primarily to interconnect with GTE services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, and subject to available building entrance conduit, Covad may at its option, place Covad-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to GTE services and facilities, Covad may connect to other interconnectors within the designated GTE Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Covad. Interconnection to virtual arrangements will be negotiated on a case by case basis.

### 2.0 SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an Order pursuant to Section 5, GTE will permit Covad to physically collocate, pursuant to the terms of this Appendix K, at any GTE central office premises, unless GTE has determined that there is no space available due to space limitations. If available space is less than the amount requested in Covad's Order, GTE shall report available space in one-bay increments. When determining availability of space, GTE shall not unreasonably require Covad to segregate its equipment from GTE's equipment or to deploy Covad's equipment in a room or space separate from GTE's equipment. Covad will not be permitted to commingle its equipment with GTE's equipment in the same bay. GTE may designate a separate room or space for Covad's collocation provided this designation is made for the purpose of efficiently managing floor space and does not result in additional charges to Covad.

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

make additional space available for collocation arrangements. The charge for this report is specified in Attachment 1 to Appendix K.

2.3 Denial of Order. If GTE notifies Covad that GTE has no available space in the requested Central Office ("Denial of Order"), GTE will allow Covad, upon request, to tour the entire Central Office in compliance with applicable law.

2.4 Public Notification. GTE will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. GTE shall update such document within ten (10) calendar days of the Denial of Order date.

### 3.0 COLLOCATION OPTIONS

#### 3.1 Cageless Collocation.

3.1.1 GTE shall allow Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure and without unreasonably requiring the creation of a separate entrance to the Collocation Space. GTE may designate a separate entrance to the collocation space provided this designation is made for the purpose of efficiently managing floor space and does not result in additional charges to Covad. GTE shall make cageless collocation available in single bay increments. GTE will designate the floor space location for each bay of equipment installed. GTE shall not require Covad to segregate its equipment from GTE's equipment or to deploy Covad's equipment in an isolated space separate from GTE's equipment. Covad will not be permitted to commingle its equipment with GTE's equipment in the same bay. GTE may designate a separate room or space for Covad's collocation provided this designation is made for the purpose of efficiently managing floor space and does not result in additional charges to Covad. GTE may maintain a minimum of a single bay separation between Covad's equipment and GTE's equipment unless such separation results in exhaustion of floor space. Covad is responsible for providing and installing its own equipment and equipment bay(s).

3.1.2 Covad may specify nonstandard equipment size requirements as described below on its application. If sufficient floor space is available, GTE will provide sufficient floor space to meet Covad's requirements.

3.1.2.1 Standard-sized bays— A standard-sized bay is a "23-inch bay," that measures 7 feet high, 26 inches wide, 12 inches deep. The bay space also entails an appropriate front and back aisle space component; normally this requires a 36-inch front aisle and 24-inch back aisle. These bays will require a 2-1/2 inch space on either side for cabling.

3.1.2.2 Large-sized bay—A large-sized bay is a "23-inch bay," that measures 7 feet high, 26 inches wide, 12 inches deep and requires a surrounding floor space sufficient to accommodate a 30-inch deep piece of equipment. The bay space also entails an appropriate front and back aisle space component; normally this requires a 36-inch front aisle and 24-inch back aisle. These bays will require a 2-1/2 inch space on either side for cabling.

3.1.3 Covad's bay configuration consists of two (2), four (4), or six (6) bays. GTE shall assign cageless Collocation Space in conventional equipment rack lineups. GTE may maintain a minimum of a single bay separation between Covad's equipment and GTE's equipment unless such separation results in the exhaustion of floor space. GTE will provide GTE standard lighting and the necessary support structure required by Covad or its contractor to mount equipment bays consisting of either vertical relay racks or an equipment cabinet in accordance with local standards. Covad is responsible for providing and installing the relay racks or cabinets.

3.2 Adjacent Collocation. GTE will provide adjacent collocation arrangements ("Adjacent Arrangement"), subject to technical feasibility as defined by 47 C.F.R. § 51.5, where space within the Central Office is legitimately exhausted. Covad shall be entitled to reserve adjacent space for structures or facilities in accordance with and subject to applicable law. The Adjacent Arrangement shall be constructed or procured by Covad. Covad shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to applicable terms and conditions to be negotiated by the Parties.

#### 4. USE OF COLLOCATION SPACE

4.1 Equipment Type. GTE permits the collocation of any type of equipment used or useful for interconnection to GTE's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. GTE reserves the right to refuse use of Covad's equipment which does not meet GTE's documented network reliability standards and fire and safety codes as implemented by GTE in its facilities.

4.2 Entrance Facilities. Covad may elect to place Covad-owned or Covad-leased fiber entrance facilities into the Collocation Space. GTE will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Covad will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. In the event Covad utilizes a non-metallic, riser-type entrance facility, a splice will not be required unless safety considerations require otherwise.

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



entrance is not available due to lack of capacity, GTE will so state in the Application Response.

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

4.3 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, GTE services, unbundled network elements, and facilities, Covad may directly connect to other Interconnectors within the designated GTE Central Office (including to its other virtual arrangements, as specified in 1.3 above, or physical collocated arrangements) through facilities owned by Covad or through GTE facilities designated by Covad, at Covad's option. Such connections to other carriers may be made using either optical or electrical facilities. Covad may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through GTE equipment.

4.4 Access. Covad shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week, without requiring either a security escort of any kind or delaying a competitor's employees' entry into GTE premises in any way.

4.5 In case of a GTE work stoppage, Covad's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect Covad's access to its premises, or ability to provide service. Covad will notify GTE's point of contact of any work stoppages by COVAD employees.

## 5. ORDERING AND PREPARATION OF COLLOCATION SPACE

5.1 Order. Covad shall indicate its intent to collocate in a GTE Central Office by submitting an Order to GTE. An Order consists of a completed application form, applicable engineering fee, and ASR. The allocation of collocation space is based on the receipt of 50% of the non-recurring charges specified in GTE's response to Covad's Order.

### 5.2 Order Response.

5.2.1 GTE will respond within fifteen (15) calendar days of receipt of an Order, disclosing (1) whether any space is available within a GTE central office premises.

5.2.2 GTE will provide a comprehensive written response ("Comprehensive Response) within fifteen (15) calendar days of receipt of an Order. The Comprehensive Response shall state:

- (a) the date on which GTE received the Order;
- (b) whether Extraordinary conditions exist, as described in paragraph 5.3;

- (c) the amount and configuration of the requested space, or, if the requested space is unavailable, the amount and configuration of the available space;

5.2.3 When multiple Orders are submitted within a ten (10) business day window, GTE will respond to the applications as soon as possible, but no later than the following: within fifteen (15) calendar days for Orders 1-10; within twentyfive (25) calendar days for Orders 11-20; within thirtyfive (35) calendar days for Orders 21-30. Response intervals for multiple Orders submitted within the same ten-business-day period for the same state in excess of 30 must be negotiated. In the event Covad submits multiple orders within a ten (10) business day period Covad may prioritize the orders and GTE will respond to the orders based on their priority.

5.2.4 The date on which GTE shall deliver the requested collocation space, as required by paragraph 5.3, will be determined after the Parties conduct a joint pre construction meeting.

5.2.5 Space preparation for the Collocation Space will begin on the date that GTE receives 50% of the specified non-recurring charges described above.

5.3 Cageless Collocation Construction and Provisioning Interval. GTE will complete construction for collocation arrangements under Ordinary Conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of-payment of 50% of the specified non-recurring charges. Ordinary Conditions are defined as space available with only changes to support systems required, such as but not limited to, HVAC, cabling, cable racking, AC power, and the power plant(s). The completion date for construction under Extraordinary Conditions will be negotiated on a case by case basis. Extraordinary conditions are defined to include but are not limited to major GTE equipment rearrangement required to accommodate Covad's Order; power plant addition or upgrade required to accommodate Covad's Order; major mechanical addition or upgrade required to accommodate Covad's Order; major upgrade for ADA compliance required to accommodate Covad's Order; environmental hazard or hazardous materials abatement required to accommodate Covad's Order. GTE will reimburse Covad in an amount equal to one tenth of the total non-recurring charge for the Collocation Space for each week of delay.

5.3.1 Customer Facility Assignments ("CFAs"). GTE shall assign CFAs at the time the cabling is constructed.

5.3.2 Permits. GTE shall use its best efforts to assign Covad collocation space within existing infrastructure such that additional building permits will not be required. Should a permit be required, each Party or its agents will diligently pursue filing for the permits required, if any, for the scope of work to be performed by that Party or its agents.

5.3.3 Acceptance Walk Through. Covad and GTE will complete an acceptance walk through of each Collocation Space requested from GTE by Covad. GTE will correct any deviations to Covad's original or jointly amended requirements within three (3) business days after the walk through, unless the Parties jointly agree upon a different time frame.

5.4 Basic Facilities. Upon request of Covad, GTE will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff

offering for the service requested. GTE also shall provide Covad employees, contractors, agents, and representatives with reasonable access to basic facilities, such as restroom facilities, and parking, while at GTE's premises.

5.5 Space Preparation. Charges for space preparation are specified in Attachment 1 to Appendix K. Charges for environmental conditioning will be determined by dividing the total cost of environmental conditioning by a state specific fill factor.

5.6 COVAD shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during Covad's equipment installation work in the Collocation space. Covad is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. Covad will store equipment and materials within the Collocation space when work is not in progress (i.e., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. Covad will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work.

## 6. RATES AND CHARGES

6.1 Non-recurring Fees. Covad shall remit payment 50% of the specified non-recurring charges, as applicable, coincident with submission of an Order. The outstanding balance of the non-recurring charges shall be due thirty (30) calendar days following Covad's receipt of a bill or invoice from GTE.

6.2 Charges. Charges for Cageless Collocation are specified in Attachment 1 to Appendix K.

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

6.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Covad's equipment. When the Collocation Space is enclosed, Covad shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Covad shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). GTE's standard depth for both the maintenance aisle and the wiring aisle is 36 inches. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. GTE will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Covad's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Covad shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which GTE releases the Collocation Space for occupancy.

6.5 Power. GTE shall supply -48 Volt (-48V) DC power and AC power for Covad's Collocation Space, as requested by Covad.

6.5.1 Charges for -48V DC power will be assessed per 40 ampere increments per month based upon the engineered and installed power feed. Rates include redundant feeder fuse positions (A&B) to Covad's equipment or space enclosure. GTE will terminate all power and other signalling cables on GTE BDFB, MDF or DSX equipment and run these cables to Covad's bay or cabinet leaving sufficient slack for Covad to terminate on its own equipment. When obtaining power from a GTE Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and terminated on Covad's equipment per GTE installation standards. When obtaining power from a GTE Power Board, power cables (A&B) must be engineered (sized), and terminated on Covad's equipment per GTE installation standards. Covad must also provide a copy of the engineering power specification in its collocation application. In the event GTE shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of Covad's request to collocate in that Central Office ("Power Plant Construction"), Covad shall pay its pro-rata share of costs associated with the Power Plant Construction. The pro-rata costs will be determined by dividing the total cost by a state specific fill factor. GTE shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. GTE will notify Covad of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if GTE were to perform the Power Plant Construction. Covad shall pay GTE one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Covad shall pay GTE the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Where the Power Plant Construction results in an upgrade to GTE's existing power plant, upon termination of this Attachment, such upgrades shall become the property of GTE.

## 7.0 SECURITY AND SAFETY REQUIREMENTS

7.1 Reasonable Security Measures. GTE may impose reasonable security measures in addition to those expressly identified in this Section. In some cases, and by mutual agreement, GTE may charge Covad for the additional measures. GTE shall not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with other carriers.

7.2 Access Keys. Covad agrees to submit a GTE standard certification of background investigation form for each employee, contractor, or agent provided with Access Keys or cards to a particular GTE central office ("Access Keys"). Covad is not required to provide supporting information such as background investigation forms or other background check information. Covad employees and employees of Covad contractors will be processed, investigated, and determined fit for access on a parity basis with GTE employees and employees of GTE contractors. Determinations of employee fitness for access made by GTE will be applicable to all GTE facilities in all GTE operating areas. Access Keys shall not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of their employees, contractors, Guests,

or agents after termination of the employment relationship, applicable contractual obligation, or upon the termination of this Amendment.

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

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

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

7.3 Only GTE employees, GTE certified vendors and authorized employees, authorized agents of Covad, or authorized agents of other parties collocated in GTE's Central Office will be permitted in the GTE Central Office. The Parties shall provide their employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Party's name.

7.4 Costs of Security Measures. Except as otherwise provided in section 7.1 above, Covad shall pay its share of the reasonable, actual, invoiced costs incurred by GTE for such security measures stated herein. Covad's share of such costs shall be determined by dividing the total cost by the state specific fill factor.

7.5 Covad's employees, agents, or contractors with access to GTE wire center(s) or access tandem(s) shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by GTE for the wire center or access tandem and GTE's employees, agents and contractors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE network or facilities or to comply with applicable laws and regulations. GTE will provide written notification 30 days in advance of such changes.

## **8.0 Claims and Demands for Damage**

8.1 Covad shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by Covad or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of Covad's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without

limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) Covad's failure to comply with any of the terms of this First Amendment; or (iii) any act or omission of Covad, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this First Amendment, without limit as to time.

8.2 Each Party shall be liable to the other Party only for and to the extent of any damage directly and primarily caused by the negligence or willful misconduct of the Party's agents or employees. Neither Party shall be liable to the other Party or its customers for any interruption of service or for interference with the operation of designated facilities arising in any manner out of the Covad's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by Covad or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Covad, even if GTE has been advised of the possibility of such loss or damage.

8.3 If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of Covad, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to Covad as soon as practicable but no later than 180 days after such casualty specifying a date for the termination of the Collocation arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. Covad shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, Covad shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of Covad's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with Covad to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to Covad detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against Covad in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by Covad which were because any period after such date shall be returned to Covad. Subject to applicable law, GTE at all times will accord Covad parity treatment with itself and other CLECs affected by the damage described above.

## **9.0 Confidentiality**

9.1 Covad shall not use or disclose and shall hold in confidence all information of a competitive nature provided to Covad by GTE in connection with Collocation or known to Covad as a result of Covad's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of Covad's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by Covad in connection with Collocation or known to GTE as a result of the interconnection of Covad's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and COVAD on a need to know basis only. Neither GTE nor Covad shall be obligated to hold in confidence information that:

- (1) Was already known to Covad free of any obligation to keep such information confidential;
- (2) Was or becomes publicly available by other than unauthorized disclosure; or
- (3) Was rightfully obtained from a third party not obligated to hold such information in confidence.

## **10. Insurance & Liability Requirements**

10.1 Covad shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

10.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

- (1) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
- (2) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.
- (3) All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property located on or within GTE wire centers. Covad may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
- (4) Statutory Workers Compensation coverage.
- (5) Contractual Liability coverage.
- (6) Automobile Liability coverage.
- (7) Employers Liability coverage in an amount of \$1,000,000.

10.3 All policies purchased by Covad shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.

10.4 All insurance must be in effect on or before GTE authorizes access by Covad employees or placement of COVAD equipment or facilities within GTE premises and such insurance shall remain in force as long as Covad's facilities remain within any space governed by this Appendix K. If Covad fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from Covad. Failure to make a timely reimbursement will result in disconnection of service.

10.5 Covad shall submit certificates of insurance reflecting the coverage specified in 10.2 above with the check for 50% of the NRCs. Commencement of work by GTE will not begin until these are received.

10.6 Covad shall arrange for Covad's insurance company to provide GTE with thirty-(30) days' advance written notice of cancellation, non-renewal or termination.

10.7 Covad must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.

10.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.



**APPENDIX K – ATTACHMENT 1**

**CAGELESS COLLOCATION RATES - FLORIDA**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b><u>Non-Recurring Prices</u></b>			
<b>Engineering Costs</b>			
Engineering Fee	per occurrence	NRC	\$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	\$199.42
<b>Access Card Administration (New/Replacement)</b>	per card	NRC	\$20.62
<b>Building Modification</b>			
<b>Site Modifications (for Construction inside GTE CO only)</b>			
Demolition and Site Work	per request	NRC	\$596.37
Exterior Door	per request	NRC	\$2,638.13
Concrete Work	per request	NRC	\$369.00
Steel/Metals Work	per request	NRC	\$984.75
Painting/Finishes	per request	NRC	\$657.80
Interior Door	per request	NRC	\$1,644.94
Flooring Work	per request	NRC	\$902.59
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	\$2,011.88
Dust Partition	per request	NRC	\$1,815.48
Hardware - Lockset for Door	per unit	NRC	\$159.95
<b>Electrical</b>			
Lighting	per unit	NRC	\$790.54
Electrical Outlet	per outlet	NRC	\$716.84
Floor Grounding Bar	per bar	NRC	\$1,077.71
<b>Cable Racking – Dedicated</b>			
Engineering	per project	NRC	\$71.44
Installation and Materials – Racking	per linear foot	NRC	\$32.40
<b>DC Power Facility</b>			
Termination	per pwr run	NRC	\$56.43
Power Cable Pull – Labor	per linear foot	NRC	\$9.41
Engineering	per project	NRC	\$71.44
<b>Fiber Cable Pull</b>			
Engineering Costs	per project	NRC	\$606.30
Place Innerduct	per linear foot	NRC	\$1.40
Pull Cable	per linear foot	NRC	\$0.58
Cable Fire Retardant	per occurrence	NRC	\$37.62
<b>Fiber Cable Splice</b>	per fiber	NRC	\$41.80
<b>Facility Pull</b>			
Engineering Costs	per project	NRC	\$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	\$0.94
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	\$3.76
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	\$0.94
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	\$0.94
Per Termination (Unconnectorized)	per DS3	NRC	\$9.41

**BITS Timing**

Engineering Costs	per project	NRC	\$34.76
Material Cost and Pull Shielded Cable	per linear foot	NRC	\$1.08

**Monthly Recurring Prices**

<b>Relay Rack Floor Space including Shared Access Area</b>	per linear foot	MRC	\$9.23
<b>Cabinet Floor Space including Shared Access Area</b>	per linear foot	MRC	\$12.49
<b>Cable Space</b>			
<b>Subduct Space</b>			
Manhole	per project	MRC	\$5.61
Subduct	per linear foot	MRC	\$0.03
<b>DC Power Facility and Utility</b>			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	TBD
<b>Facility Termination</b>			
DSO Cable – Material	per 100 pr.	MRC	\$3.00
DS1 Cable – Material	per 28 pr.	MRC	\$12.70
DS3 Cable – Material	per DS3	MRC	\$16.24
<b>Cable Vault Splice</b>			
<b>Fiber Cable - 48 fiber</b>			
Material	per splice	MRC	\$9.03
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
<b>Fiber Cable - 96 fiber</b>			
Material	per splice	MRC	\$25.71
Space Utilization in Cable Vault	per subduct	MRC	\$0.82
<b>Cable Rack – Common</b>			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	\$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	\$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	\$0.01
<b>BITS Timing</b>	per port	MRC	\$9.38

**Individual Case Basis (ICB)**

Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

**MISCELLANEOUS COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
<b>Labor:</b>			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
<b>Labor Rates:</b>			
<b>Basic Time, Business Day, Per Technician</b>			
First Half Hour or Fraction Thereof		NRC	\$41.66
Each Additional Half Hour or Fraction Thereof		NRC	\$20.83
<b>Overtime, Outside the Business Day</b>			
First Half Hour or Fraction Thereof		NRC	\$100.00
Each Additional Half Hour or Fraction Thereof		NRC	\$75.00
<b>Prem.Time,Outside Business Day, Per Tech</b>			
First Half Hour or Fraction Thereof		NRC	\$150.00
Each Additional Half Hour or Fraction Thereof		NRC	\$125.00
<b>GTE Provided Cable Rates:</b>			
<b>Facility Cable</b>			
DS-O Cable (Connectorized) 100 pair	100 ft.	NRC	\$157.69
DS-1 Cable (Connectorized)	100 ft.	NRC	\$165.77
DS-3 Coax Cable	per linear foot	NRC	\$0.42
Shielded Cable (Orange jacket)	per linear foot	NRC	\$0.16
<b>Power Cable</b>			
Wire Power 1/0	per linear foot	NRC	\$0.77
Wire Power 2/0	per linear foot	NRC	\$1.11
Wire Power 3/0	per linear foot	NRC	\$1.24
Wire Power 4/0	per linear foot	NRC	\$1.52
Wire Power 350 MCM	per linear foot	NRC	\$2.60
Wire Power 500 MCM	per linear foot	NRC	\$3.63
Wire Power 750 MCM	per linear foot	NRC	\$5.58
Wire Ground #6	per linear foot	NRC	\$0.15
<b>Collocation Space Report</b>	per premise	NRC	\$1,637.25

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of First Amendment to Interconnection, Resale and Unbundling Agreement with DIECA Communications, Inc. d/b/a Covad Communications Company was sent via overnight delivery on December 9, 1999 to:

Staff Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

DIECA Communications, Inc. d/b/a  
Covad Communications Company  
Attention: Mr. Dhruv Khanna  
2330 Central Expressway  
Santa Clara, CA 95050

  
Kimberly Caswell