

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in this state.

2. DEFINITIONS

The definitions applicable to this Appendix, to the extent not found herein, can be found in the Appendix GT&C.

3. RESERVED FOR FUTURE USE.

4. GENERAL DESCRIPTION OF OFFERING

- 4.1 SBC-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.
- 4.2 **Scope:** Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC-13STATE Premises as defined in Appendix GT&C. CLEC will lease the Dedicated Space from SBC-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 4.3, following. SBC-13STATE will provide caged, shared caged, shared common, cageless, and other Physical Collocation arrangements within its Premises. When space is Legitimately Exhausted inside an Premises, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix so that CLEC will have a variety of collocation options from which to choose.
- 4.3 **Purpose:** Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC-13STATE's Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.
- 4.4 This Appendix contains the sole and exclusive terms and conditions pursuant to which CLEC will obtain physical collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any CLEC order for any 251(c)(6) physical collocation as being

submitted under this Appendix. In addition, SBC-13STATE will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) physical collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. SBC-13STATE will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.

4.5 Types of Available Physical Collocation Arrangements

SBC-13STATE will make each of the arrangements outlined below available within its Premises in accordance with this Appendix so that CLEC will have a variety of collocation options from which to choose:

4.5.1 Caged Physical Collocation

The Caged Collocation option provides CLEC with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Premises to be used by CLEC for the sole purpose of installing, maintaining and operating CLEC-provided equipment.

4.5.1.1 SBC-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, CLEC will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocater in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in the Collocation Rate Summary attached to this Appendix and incorporated herein by this reference.

4.5.1.2 When CLEC constructs its own cage and related equipment, CLEC will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

4.5.1.3 CLEC must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. CLEC may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix will apply. If CLEC elects to install or requests that SBC-13STATE provide and install a point of termination (POT)

frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 20.2.2.2.2 following applies.

4.5.2 Caged Shared Collocation

SBC-13STATE will provide Caged Shared Collocation as set forth in this Section 4.5.2 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 4.5.2.2 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

4.5.2.1 CLEC shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent, via Augment Application, of SBC-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC-13STATE.

4.5.2.2 SBC-13STATE will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC-13STATE may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where SBC-13STATE receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

4.5.2.3 SBC-13STATE will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, CLEC shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SBC-13STATE's charges to CLEC.

4.5.3 Cageless Physical Collocation

SBC-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is Legitimately Exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Appendix GT&C. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. **CLEC** will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. **SBC-13STATE** will not require **CLEC** to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 4.11 of this Appendix. Accordingly, **SBC-13STATE** will not provide **CLEC**'s personnel or agents with direct access to **SBC-13STATE**'s main distribution frame

4.5.4 Caged Common Collocation

SBC-13STATE will provide Caged Common Collocation as set forth in the following.

4.5.4.1 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.

4.5.4.2 Reserved for Future Use.

4.5.4.3 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of five hundred and fifty (550) sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed five hundred and fifty (550) sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will

be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Sections 20.2 of this Appendix.

4.5.5 SBC-13STATE will provide other collocation arrangements as required by FCC rules or state commissions. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC-13STATE's Premises that such an arrangement is technically feasible

4.5.5.1 CLEC must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. CLEC may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix will apply. If CLEC elects to install or requests that SBC-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 20.2.2.2.2.1 following applies.

4.6 Reserved for future use.

4.7 Reserved for future use.

4.8 Cross-connects between CLEC and other telecommunication carriers collocated at SBC-13STATE premises will be allowed in accordance with applicable state and federal law, rules and regulations. SBC-13STATE will offer CLEC the following methods of collocating cross-connects:

4.8.1 SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to CLEC's or another carrier's POT when CLEC is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.

4.8.2 SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

4.8.3 SBC-13STATE will extend SBC-13STATE UNEs to CLEC's or another carrier's UNE frame that is located outside the SBC-13STATE Central

Office where the UNEs are to be combined (e.g., in an enclosure, such as a cabinet provided by SBC-13STATE on SBC-13STATE property).

- 4.9 Reserved for future use.
- 4.10 SBC-13STATE shall permit CLEC to place its own connecting transmission facilities, subject to compliance with reasonable safety limitations, within SBC-13STATE's Premises in CLEC's Physical Collocation space, without requiring CLEC to purchase any equipment or connecting facilities solely from SBC-13STATE.
- 4.11 Security
- 4.11.1 CLEC will conduct background checks of its personnel and technicians who will have access to the collocation space. CLEC technicians will be security-qualified by CLEC and will be required to be knowledgeable of SBC-13STATE security standards.
- 4.11.2 CLEC personnel and technicians will undergo the same level of security training or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require CLEC to receive security training from SBC-13STATE, but will provide information to CLEC on the specific type of training required.
- 4.11.3 CLEC can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC-13STATE's Technical Publications via <https://clec.sbc.com/clec>.
- 4.11.4 CLEC and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of CLEC or SBC-13STATE in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of CLEC or SBC-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other SBC-13STATE property:
- 4.11.4.1 theft or destruction of SBC-13STATE's or CLEC's property;
- 4.11.4.2 use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE property;
- 4.11.4.3 threats or violent acts against other persons on SBC-13STATE property;

- 4.11.4.4 Knowing violations of any local, state or federal law on SBC-13STATE property;
 - 4.11.4.5 Permitting unauthorized persons access to SBC-13STATE or CLEC's equipment on SBC-13STATE property; and
 - 4.11.4.6 Carrying a weapon on SBC-13STATE property.
- 4.11.5 In addition, CLEC and SBC-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC-13STATE or CLEC of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC-13STATE, provided the Handbook and any and all updates to it are timely provided to CLEC at no charge. Provided, however, that if said policy or practice is different from the policies and practices in the version of the Handbook that was in effect as of August 1, 2004, then any such appropriate disciplinary steps shall be subject to the mutual agreement of the parties.
- 4.11.5.1 Prior to any permanent denial of access, either SBC-13STATE or CLEC may request a meeting to address the circumstances.
- 4.11.6 CLEC will provide indemnification as set forth in Section 15 of this Appendix and insurance as set forth in Section 18 of this Appendix to cover any damages caused by CLEC's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC-13STATE as well.
- 4.11.7 SBC-13STATE may use reasonable security measures to protect its equipment. In the event SBC-13STATE elects to erect an interior security partition in a given Premises to separate its equipment, SBC-13STATE may recover the costs (as reasonably allocated to each affected collocator) of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Premises and any other reasonable security measure for such Premises.
- 4.11.7.1 SBC-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to SBC-13STATE's

equipment. SBC-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within SBC-13STATE's space. To the extent that SBC-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC-13STATE's expense.

- 4.11.7.2 SBC-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 4.11.7.3 SBC-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC-13STATE's equipment cannot include any embedded costs of any other security measures for the Premises.
- 4.11.7.4 If SBC-13STATE chooses to enclose its own equipment, SBC-13STATE will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.
- 4.11.7.5 SBC-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around SBC-13STATE's equipment, SBC-13STATE cannot elect to erect an interior security partition in a given Premises to separate its equipment and then recover the cost from collocators.
- 4.11.7.6 If SBC-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to CLEC that other reasonable security methods cost more than an interior security partition around SBC-13STATE's equipment at the time the price quote is given.

4.12 Relocation

- 4.12.1 When SBC-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Premises to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Premises, CLEC is required to move its Dedicated Space or adjacent space collocation structure. SBC-13STATE will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If CLEC is required to relocate under this Section, CLEC will not be required to pay any Planning Fee or application fees associated with arranging for new space. CLEC shall be responsible for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Premises in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SBC-13STATE's reasonable discretion. In addition, CLEC's presence in SBC-13STATE Central Offices or adjacent space collocation structures should not prevent SBC-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 4.12.2 If SBC-13STATE determines that CLEC must relocate due to any of the above reasons, SBC-13STATE will make all reasonable efforts to minimize disruption of CLEC's services. In addition, the costs of the move will be shared equally by SBC-13STATE and CLEC, unless the Parties agree to a different financial arrangement.
- 4.12.3 If CLEC requests that the Dedicated Space be moved within the Premises in which the Dedicated Space is located, to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Premises, SBC-13STATE shall permit CLEC to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. CLEC shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In

any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Premises (where applicable) shall be deemed the Premises in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

5. SPACE AVAILABILITY

5.1 Adjacent Space Collocation – Where Physical Collocation space within SBC-13STATE Premises is Legitimately Exhausted, as that term is defined in Appendix GT&C, SBC-13STATE will permit CLEC to physically collocate on SBC-13STATE's property in adjacent controlled environmental vaults or similar structures that SBC-13STATE uses to house telecommunication equipment, to the extent technically feasible. SBC-13STATE and telecommunications carrier will mutually agree on the location of the designated space on SBC-13STATE premises where the adjacent structure will be placed. SBC-13STATE will not unreasonably withhold agreement as to the site desired by CLEC. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by CLEC. SBC-13STATE will offer the following increments of power to the Adjacent On-site structure: SBC-13STATE will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC-13STATE will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, CLEC may choose to provide its own AC and DC power to the adjacent structure. SBC-13STATE will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC-13STATE shall permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC-13STATE or CLEC. CLEC shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

5.1.1 The Adjacent Off-site Arrangement is available if CLEC's site is located on a property that is contiguous to or within one standard city block of the SBC-13STATE Central Office or Premises. Such arrangement shall be used for interconnection and access to Lawful UNEs. When CLEC elects to utilize an Adjacent Off-site Arrangement, CLEC shall provide both the AC and DC power required to operate such facility. CLEC may provide its own facilities to SBC-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection

purposes. CLEC may subscribe to facilities available in the UNE rate schedule of CLEC's Agreement.

- 5.1.2 At the time CLEC requests this Arrangement, CLEC must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the Arrangement. SBC-13STATE shall provide a response, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with SBC-13STATE's facilities, to CLEC within ten (10) days receipt of the Application. SBC-13STATE shall make best efforts to meet the time intervals requested by CLEC. If SBC-13STATE cannot meet CLEC's proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.
 - 5.1.3 In the event that interior space in an Premises becomes available, SBC-13STATE will provide the option to CLEC to relocate its equipment from an Adjacent On-site or an Adjacent Off-site facility into the interior space. In the event that CLEC chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.
- 5.2 In responding to an application request if space is not available, SBC-13STATE will notify CLEC that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of SBC-13STATE's receipt of a completed application.
- 5.2.1 When space for Physical Collocation in a particular Premises is not available, SBC-13STATE shall place CLEC on the waiting list for collocation in a particular Premises according to the date on which CLEC submitted its application for Physical Collocation in that Premises.
 - 5.2.2 In the event SBC-13STATE denies CLEC's request and CLEC disputes the denial, CLEC may request a tour of the Premises to verify space availability or the lack thereof. The request shall be submitted to SBC-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
 - 5.2.3. SBC-13STATE will file a copy of the notification letter denying CLEC's request with the appropriate Commission. In the event of a denial, SBC-13STATE will concurrently submit to both the appropriate Commission and CLEC, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of

space requested by **CLEC**, the total amount of space at the premises, detailed floor plans, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 5.2.4 Prior to the inspection tour, a “Reciprocal Non-disclosure Agreement” shall be signed by the designated Company representative and the designated agent for **CLEC**, who will participate in the tour.
- 5.2.5 If **CLEC**’s agent believes, based on the inspection tour of the Premises facilities, that the denial of Physical Collocation space is insupportable, **CLEC**’s agent shall promptly so advise **SBC-13STATE**. **CLEC** and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. **CLEC** and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.
- 5.2.6 **SBC-13STATE** will provide all relevant documentation to **CLEC**’s agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC-13STATE**’s representative will accompany and supervise **CLEC**’s agent on the inspection tour.
- 5.3 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet indicating its Premises, if any, that have no space available for Physical Collocation. **SBC-13STATE** will update this document within ten (10) calendar days of the date at which an Premises runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to **SBC-13STATE**, such information will be placed on the website <https://clec.sbc.com/clec>. **SBC-13STATE** will update the public document on the first day of each month to include all newly available information.
- 5.4 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE**’s available collocation space in a particular **SBC-13STATE** Premises upon request. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

Should **CLEC** submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

- 5.5 To the extent possible, **SBC-13STATE** will make contiguous space available to **CLEC** if **CLEC** seeks to expand an existing Physical Collocation arrangement and if such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.
- 5.6 **SBC-13STATE** may retain, for a certain period a limited amount of floor space for **SBC-13STATE**'s own specific future uses on terms no more favorable to **SBC-13STATE** or its affiliates than those that apply to other telecommunications carriers, including **CLEC**, seeking to reserve Collocation space for their own future use. With the exception of space needed by **SBC-13STATE** for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable state or federal rule, order, law or award, **SBC-13STATE** will relinquish any space held for its future use before denying a request for Physical Collocation on grounds of space limitations. However, if **SBC-13STATE** demonstrates to the applicable state commission that Physical Collocation is not technically feasible, and that space does not exist, **SBC-13STATE** will not be obligated to provide Physical Collocation and the Parties will attempt to reach a mutually agreeable alternative method of interconnection.

At the request of the applicable state commission or **CLEC**, **SBC-13STATE** shall remove any unused obsolete equipment (e.g., "retired in-place") from its premises.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R § 51.323 of the FCC's rules, and all applicable state and federal laws, **CLEC** may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47

C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.

- 6.1.1 SBC-13STATE will also permit CLEC to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.
- 6.2 Reserved for future use.
- 6.3 Reserved for future use.
- 6.4 Reserved for future use.
- 6.5 Reserved for future use.
- 6.6 Reserved for future use.
- 6.7 Reserved for future use.
- 6.8 Reserved for future use.
- 6.9 Reserved for future use.
- 6.10 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of CLEC's equipment and facilities in CLEC's Physical Collocation space.
- 6.11 All types of network equipment placed in SBC-13STATE Premises by SBC-13STATE or CLEC must meet the SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) CLEC's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) CLEC must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC central office (including SBC-13STATE) prior to January 1, 1998, with no known history of safety problems.
- 6.12 In the event that SBC-13STATE denies Collocation of CLEC's equipment, citing that such equipment does not meet acceptable safety standards, SBC-13STATE will provide, within five (5) business days of CLEC's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment which SBC-13STATE locates within the premises of the Eligible Structure for which Collocation was denied. In addition to this list, SBC-13STATE also will provide an affidavit attesting that all of the SBC-13STATE equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Premises. The affidavit must set forth in detail the exact safety requirement(s) that CLEC's equipment does not satisfy, SBC-13STATE's basis for concluding that CLEC's equipment does not meet this safety requirement(s), and SBC-

13STATE's basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.

- 6.13 In the event that CLEC submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that CLEC's equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, CLEC must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that CLEC equipment is already collocated improperly then (i) if the equipment does not meet minimum safety standards CLEC will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then CLEC will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.
- 6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Premises, or those personnel, network or facilities of others, is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Premises in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Premises in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

As provided in this Appendix, SBC-13STATE shall notify CLEC in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application

- 7.1.1 SBC-13STATE shall refund the applicable fees if it is unable to provision the collocation space to CLEC's specifications, and as a result, CLEC does not take occupancy of the space.
- 7.1.2 If SBC-13STATE determines that CLEC's Physical Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the queue to

obtain the Physical Collocation arrangement, CLEC must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by CLEC and not resulting from a request of SBC-13STATE, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

7.2 SBC-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Premises in which the Dedicated Space is located. SBC-13STATE will permit CLEC to review the contractor invoices. CLEC will be permitted to contract its own work for the preparation activities within CLEC's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC-13STATE, and CLEC shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work

7.3 Recurring/Non-Recurring charges

CLEC shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall be as set forth in this Agreement for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 Monthly Charges

7.3.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after CLEC has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary of this Appendix for use of the Dedicated Space.

7.3.1.2 Billing of monthly recurring charges shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SBC-13STATE may change its billing date practices upon thirty (30) day's notice to CLEC.

7.3.2 Nonrecurring Charges

7.3.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Premises.

7.3.2.2 SBC will use best efforts to provide CLEC with the billing for all costs incurred in the establishment of Physical Collocation within one hundred eighty (180) days of the billing cycle. The Parties agree that backbilling will apply according to Section 8.11 of the General Terms and Conditions contained within this Agreement.

7.3.3 ICBs

An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request ("BFR") process used to request UNEs or other unique items not contained in CLEC's ICA.

7.3.4 The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required.

7.4 SBC-13STATE may use reasonable security measures to protect its equipment. In the event SBC-13STATE elects to erect an interior security partition in a given Premises to separate its equipment, SBC-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Premises and any other reasonable security measure for such Premises.

7.5 CLEC shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC-13STATE.

- 7.6 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation (“Collocation Rates”). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date, to all existing CLEC collocation arrangements, including those established before the Effective Date. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

The fact that SBC-13STATE may have additional work to perform after CLEC completes its work shall not bar the start of such recurring charges, provided that the remaining work to be completed by SBC-13STATE does not materially impair CLEC from operating in the space.

8. USE OF DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use – As provided in Section 6.1 above, CLEC may collocate equipment “necessary for interconnection or access to unbundled network elements.” Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, CLEC shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.
- 8.2 Reserved for future use.
- 8.3 A complete and accurate list of all the equipment and facilities that CLEC will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. CLEC shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC-13STATE, which consent shall not be unreasonably withheld.
- 8.4 Reserved for future use.
- 8.5 Reserved for future use.
- 8.6 SBC-13STATE will not delay CLEC employee’s entry into an Premises containing its collocated equipment or its access to its collocated equipment. SBC-13STATE will provide CLEC with reasonable access to restroom facilities and parking. All access is provided subject to compliance by CLEC’s employees, agents and contractors with SBC-13STATE’s policies and practices

pertaining to fire, safety and security (i.e., CLEC must comply with Section 6.11 of this Appendix).

- 8.6.1 Upon the discontinuance of service, CLEC shall surrender the Dedicated Space or land for an adjacent structure to SBC-13STATE, in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 8.7 **Threat to Personnel, Network or Facilities:** CLEC equipment, operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to SBC-13STATE's network, equipment, or facilities, including the Premises, or to the network, equipment, or facilities of any person or entity located in the Premises, are strictly prohibited.
- 8.8 **Interference or Impairment:** Operation of any equipment, facilities or any other item placed in the Dedicated Collocation Space shall not interfere with or impair service over SBC-13STATE's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within the Premises; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Collocation Space, or the Premises; impair the privacy of any communications carried in, from, or through the network, equipment or facilities of the Dedicated Collocation Space or the Premises; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.
- 8.9 **Alterations:** In no case shall CLEC or any person acting through or on behalf of CLEC make any arrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Premises in which the Dedicated Space is located without the advance written permission of SBC-13STATE, which permission shall not be unreasonably withheld. The cost of any SBC-13STATE provided construction shall be paid by CLEC in accordance with SBC-13STATE's custom work order process.
- 8.10 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Website.
- 8.11 When CLEC's Physical Collocation arrangement is within the Premises, CLEC may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). SBC-13STATE will provide the necessary backup power to ensure against power outages.
- 8.12 CLEC shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use

microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC-13STATE will only permit copper or coaxial cable as the transmission medium where CLEC can demonstrate to SBC-13STATE that use of such cable will not impair SBC-13STATE's ability to service its own customers or subsequent collocators.

- 8.13 CLEC is responsible for bringing its facilities to the entrance manhole(s) designated by SBC-13STATE, and leaving sufficient length in the cable in order for SBC-13STATE to fully extend CLEC-provided facilities through the cable vault to the Dedicated Space. SBC-13STATE will inform CLEC in writing (or email) of the length of slack cable that SBC-13STATE requires in order to fully extend CLEC-provided facilities through the cable vault to the Dedicated Space no later than 60 days after CLEC has placed the application for such entrance facilities.
- 8.14 Demarcation Point - A Point of Termination (POT) Frame is not required as the demarcation point. However, CLEC may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in SBC-13STATE-designated area within the Premises. If CLEC elects not to provide a POT Frame, SBC-13STATE will hand off the Interconnection Arrangement(s) cables to CLEC at its equipment.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 SBC-13STATE is responsible for providing CLEC personnel a contact number for SBC-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, CLEC will have access to its collocated equipment in the Premises twenty-four (24) hours a day, seven (7) days a week and SBC-13STATE will not delay CLEC's entry into an Premises.
- 9.1.1 CLEC is responsible for providing to SBC-13STATE personnel a contact number for CLEC technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.
- 9.1.2 SBC-13STATE shall maintain for the Premises customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by CLEC for its administrative use within its Dedicated Space will be provided in accordance with applicable SBC-13STATE tariffs.

9.2 CLEC is responsible for making best efforts to provide prompt verbal notification to SBC-13STATE of significant outages or operations problems which could impact or degrade SBC-13STATE's network, switches or services, with an estimated clearing time for restoration. In addition, CLEC will provide written notification within 24 hours. When trouble has been identified, CLEC is responsible for providing trouble status reports, when requested by SBC-13STATE.

9.2.1 SBC-13STATE is responsible for making best efforts to provide prompt verbal notification to CLEC of significant outages or operations problems which could impact or degrade CLEC's network, switches or services, with an estimated clearing time for restoration. In addition, SBC-13STATE will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC-13STATE is responsible for providing trouble status reports when requested by CLEC.

9.3 **Fiber Optic Cable Entrances**

SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and CLEC (typically a SBC-13STATE manhole) at which CLEC fiber optic cable can enter the Premises, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Premises.

9.3.1 CLEC is responsible for bringing its fiber optic entrance cable to an accessible point outside of the Premises designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such CLEC - provided cable to the Dedicated Space. CLEC shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC-13STATE will only permit copper or coaxial cable as the transmission medium where CLEC can demonstrate to SBC-13STATE that use of such cable will not impair SBC-13STATE's ability to service its own customers or subsequent collocators.

9.3.2 SBC-13STATE shall provide a minimum of two separate points of entry into the Premises in which the Dedicated Space is located wherever there are at least two entry points for SBC-13STATE cable. SBC-13STATE will also provide nondiscriminatory access to any entry point into Premises in excess of two points in those locations where SBC-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC-13STATE shall perform work as is necessary to make available such separate points of entry for CLEC at the same time that it makes such separate points of

entry available for itself. In each instance where SBC-13STATE performs such work in order to accommodate its own needs and those specified by CLEC in CLEC's written request, CLEC and SBC-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC-13STATE and CLEC in the first twelve (12) months.

- 9.4 Regeneration may be required for collocation in an Adjacent Structure if the cabling distance between CLEC's POT bay or termination point located in an adjacent structure and SBC-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where CLEC specifically requests regeneration. CLEC will provide regeneration at its own expense.
- 9.5 **Removal:** CLEC is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Premises in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical Collocation arrangement. After such time, SBC-13STATE may remove the abandoned materials and CLEC is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC-13STATE, including any materials used in the removal and the time spent on such removal, at the then applicable hourly rate for custom work. CLEC will hold SBC-13STATE harmless from the failure to return any such equipment, property or other items.
- 9.6 **CLEC's Equipment and Facilities:** CLEC is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. CLEC will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
- 9.6.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.3.1;
 - 9.6.2 its equipment;
 - 9.6.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 9.6.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by CLEC and only if and as required; and

- 9.6.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 9.7 All types of network equipment placed in SBC-13STATE network equipment areas of Premises by SBC-13STATE or CLEC must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) CLEC's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) CLEC must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. CLEC will be expected to conform to the same accepted procedures and standards utilized by including SBC-13STATE and its contractors when engineering and installing equipment.
- 9.8 SBC-13STATE is responsible for coordinating with CLEC to ensure that services are installed in accordance with the service request.
- 9.9 When CLEC's Physical Collocation arrangement is within the Premises, CLEC may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). SBC-13STATE will provide the necessary backup power to ensure against power outages.
- 9.10 SBC-13STATE will not delay a CLEC employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. SBC-13STATE will provide CLEC with reasonable access to restroom facilities and parking. All access is provided subject to compliance by CLEC's employees, agents and contractors with SBC-13STATE's policies and practices pertaining to fire, safety and security (i.e., CLEC must comply with Section 6.11 of this Appendix).
- 9.11 SBC-13STATE shall ensure that the construction of Dedicated Space and the Premises comply with all applicable fire and safety codes. The preparation shall be arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

10. TESTING AND ACCEPTANCE

- 10.1 Upon CLEC's request, which request shall be made no later than ten (10) business days before the end of the Delivery Interval, CLEC and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to CLEC. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are

provided in writing, which exceptions shall be provided no more than five (5) business days after the walk-through. The correction of these exceptions from **CLEC**'s Physical Collocation request shall be at **SBC-13STATE**'s expense. Monthly recurring charges shall not commence until **SBC-13STATE** has made its corrections and **CLEC** has completed a follow-up acceptance walk-through.

11. DELIVERY INTERVALS

11.1 **SBC-13STATE** will provide Physical Collocation arrangements in Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Premises, **CLEC** will provide a completed Physical Collocation application form found in **SBC-13STATE**'s Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in **SBC-13STATE** and will pay an initial Planning Fee (see Section 20.2.1).

11.1.1 **CLEC**, wishing **SBC-13STATE** to consider multiple methods for collocation in an Premises on a single application, will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **SBC-13STATE** to process the application for each of the preferred methods. If **CLEC** provides adequate information and its preferences with its application, **SBC-13STATE** would not require an additional application, nor would **CLEC** be required to restart the quotation interval should its first choice not be available in an Premises. If **CLEC** only wishes **SBC-13STATE** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **SBC-13STATE** is unable to provide **CLEC**'s requested collocation method due to space constraints and **CLEC** determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, **CLEC** would be required to submit an additional application. This would not result in incremental application costs to **CLEC** as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of **CLEC**'s application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise **CLEC** of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 11.1.3 will apply where multiple applications are received). **SBC-13STATE** will allow **CLEC** to retain its place in the collocation queue so long as **CLEC** cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

11.1.2 In responding to an application request, if space is available, **SBC-13STATE** shall advise **CLEC** that its request for Physical Collocation is

granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. **SBC-13STATE** will not select for **CLEC** the type of Physical Collocation to be ordered.

- 11.1.3 Should multiple applications be submitted by **CLEC** within a ten (10) calendar day period, the following quotation intervals will apply: (SEE table)

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 – 15	20 calendar days
16 - 20	25 calendar days

- 11.1.4 Should **CLEC** submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

- 11.1.5 **SBC-13STATE** will complete construction of Cageless Collocation in Premises such as CEVs, Huts and Vaults in ninety (90) days from the receipt of **CLEC**'s acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **SBC-13STATE** will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Premises apply where **CLEC** is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Premises where **CLEC** is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, **SBC-13STATE** will add thirty (30) calendar days to the provisioning interval.

11.2 Augments

- 11.2.1 **SBC-13STATE** will provide a reduced interval for **CLEC** with existing Physical Collocation space when it requests the following interconnection augments for that existing space. **CLEC** must submit to **SBC-13STATE**'s Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for **CLEC**'s point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

- 11.2.1.1 A sixty (60) calendar day interval will apply only when **CLEC** requests any of the following augments; 1) **SBC-13STATE** will perform a cage expansion of 300 square feet or less immediately adjacent to **CLEC**'s existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area between one **CLEC** and another Collocator provided **CLEC** is interconnected with **SBC-13STATE**'s network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.
- 11.2.1.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC-13STATE** bays, **SBC-13STATE** cable racks and/or cage expansions within Active Central Office space different than described above will require **CLEC** to submit an application. The price quote will contain the charges and the construction interval for that application.
- 11.2.1.3 The construction interval for these other augments will not exceed ninety (90) days. **SBC-13STATE** will work cooperatively with **CLEC** to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 11.2.1.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to **CLEC** by **SBC-13STATE**.
- 11.2.2 All revisions to an initial request for a Physical Collocation arrangement submitted by **CLEC** via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which **SBC-**

13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. CLEC will be required to pay any applicable Planning Fees. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

11.2.3 For all Augments other than provided above, SBC-13STATE will work cooperatively with CLEC to negotiate a mutually agreeable delivery interval.

11.3 CLEC may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize CLEC's applications.

11.4 Any major revision to an application will be treated as a new application following the guidelines in Section 11.2.2 following and will be subject to the time intervals set forth above.

12. RESERVED FOR FUTURE USE

13. CASUALTY LOSS

13.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of CLEC's actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, SBC-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SBC-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SBC-13STATE opts not to rebuild, then SBC-13STATE shall notify CLEC within thirty (30) business days following such occurrence that CLEC's use of the Dedicated Space will terminate as of the date of such damage. Upon CLEC's election, SBC-13STATE must provide to CLEC, a comparable substitute

collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

13.1.1 Any obligation on the part of SBC-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for CLEC by SBC-13STATE.

13.2 Damage to Premises

In the event that the Premises in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SBC-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC-13STATE, at its option, may terminate services provided in such Premises by giving CLEC ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

14.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation Service pursuant to the Agreement, the liability of either SBC-13STATE or CLEC, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

14.1.1 Neither SBC-13STATE nor CLEC shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

14.1.2 The liability of SBC-13STATE or CLEC for its willful misconduct or gross negligence if any, is not limited by this Appendix.

14.2 Third Parties

14.2.1 SBC-13STATE also may provide space in or access to the Premises to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither SBC-13STATE nor CLEC shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either SBC-13STATE or CLEC or its agents or employees.

15. INDEMNIFICATION OF SBC-13STATE

15.1 The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 CLEC and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all SBC-13STATE requirements. The Installation Supplier shall coordinate with the SBC-13STATE representative before any activity relating to hazardous material/waste is started.

17. CONSTRUCTION NOTIFICATION

17.1 SBC-13STATE will notify CLEC prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of CLEC's Dedicated Space with potential to disrupt CLEC's services. SBC-13STATE will provide such notification to CLEC at least twenty (20) business days before the scheduled start date of such major construction activity. SBC-13STATE will inform CLEC as soon as practicable by telephone of all emergency-related activities that SBC-13STATE or its subcontractors are performing in the general area of CLEC's Dedicated Space, or in the general area of the AC and DC power plants which support CLEC's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that CLEC may take reasonable actions necessary to protect CLEC's Dedicated Space.

18. INSURANCE

18.1 CLEC agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

18.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

18.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-

limit for all bodily injury or property damage incurred in any one occurrence; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

- 18.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 18.1.4 All Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Premises or the Dedicated Space. CLEC releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CLEC or located on or in the space at the request of CLEC when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.
- 18.1.5 Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of CLEC against SBC-13STATE for damage to CLEC's fixtures or personal property are hereby waived. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix. This provision is reciprocal to SBC-13STATE.
- 18.1.6 SBC-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 18.1.7 CLEC must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to SBC-13STATE as well. Notwithstanding any other

provision in this Appendix, no interval provided for in this Appendix shall begin if CLEC has not provided the required certificate of insurance.

18.1.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

18.1.9 CLEC shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

19. PROTECTION OF SERVICE AND PROPERTY

19.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

19.2 SBC-13STATE shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by SBC-13STATE for access to spaces which house or contain CLEC equipment or equipment enclosures. CLEC will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC-13STATE will not delay CLEC's entry into an Premises or access to its collocated equipment. SBC-13STATE will provide CLEC with reasonable access to restroom facilities and parking. CLEC will also have reasonable access to CLEC's collocation space during construction.

19.3 SBC-13STATE shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

19.4 SBC-13STATE shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach of CLEC's dedicated or adjoining collocation space.

19.5 SBC-13STATE shall be responsible for the security of the Premises. If a security issue arises or if CLEC believes that SBC-13STATE's security measures are unreasonably lax, CLEC shall notify SBC-13STATE and the Parties shall work together to address the problem.

19.6 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

- 19.7 Other than the security restrictions described herein, SBC-13STATE shall place no restriction on access to CLEC's central office Dedicated Collocation Space by CLEC's employees and designated agents. SBC-13STATE will not impose unreasonable security restrictions for the Premises, including the Dedicated Collocation Space.

20. RATE REGULATIONS

- 20.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

20.1.1 Rate Elements - In the event that SBC-13STATE seeks to impose a rate element or charge to CLEC that is not specifically provided for in this Appendix or in the Pricing Schedule, SBC-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

20.1.2 In the event CLEC disputes the rate element or charge proposed by SBC-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, CLEC shall notify SBC-13STATE of its dispute with the proposed charge in writing.

- 20.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary of this Appendix.

- 20.2.1 Planning Fees

20.2.1.1 The Planning Fee, as specified in SBC-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in SBC-13STATE, recovers SBC-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for CLEC's request for the Physical Collocation arrangements. The initial Planning Fee will apply to CLEC's Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of CLEC-provided equipment that requires SBC-13STATE to engineer and purchase additional equipment will result in a Subsequent

Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.2 Floor Space Charges

20.2.2.1 Caged Collocation

20.2.2.1.1 The Caged Collocation option provides **CLEC** with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by **CLEC** for the sole purpose of installing, maintaining and operating **CLEC**-provided equipment.

20.2.2.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, **CLEC** will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When **CLEC** constructs its own cage and related equipment, **CLEC** will not be subject to the Cage Preparation Charge as set forth in this Appendix. **CLEC** may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

20.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix preceding will apply.

20.2.2.1.4 If **CLEC** elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless

Collocation found in the Collocation Rate Summary of this Appendix applies.

20.2.2.1.4.1 Premises Floor Space Charges

Consists of the following elements which are based on the average cost for SBC-13STATE within SBC-13STATE:

- Construction costs
- Operating costs

20.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents nonrecurring costs to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

20.2.2.1.4.4 Safety and Security, per square foot

This charge represents costs incurred by SBC-13STATE to secure its equipment contained within Premises. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating SBC-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to CLEC making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.2.2 Cageless Collocation

20.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by **SBC-13STATE** within an Premises to be used by **CLEC** for the sole purpose of installing, maintaining and operating **CLEC**-provided equipment.

20.2.2.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. **CLEC** shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first **CLEC** in **SBC-13STATE** premises will be responsible only for its

pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each **CLEC** will be based upon the number of frames used by each **CLEC**.

20.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

20.2.2.2.2.2 Site Conditioning Charge

Consists of the following and represents nonrecurring costs to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

20.2.2.2.2.4 Safety and Security

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within the used space of the Premises. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment

- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

20.2.2.3 Caged Common Collocation in **SBC-13STATE**'s

20.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

20.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

20.2.2.3.3 **SBC-13STATE** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in this Appendix.

20.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC-13STATE**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

20.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

20.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

20.2.2.3.6.1 Premises Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**.

- Construction costs
- Operating costs

20.2.2.3.6.2 Site Conditioning Charge

Consists of the following and represents nonrecurring costs to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles

- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.3.6.3 Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

20.2.2.3.6.4 Safety and Security

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within the Premises. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment

- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.3.6.4.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, the lesser of the costs of the partition or a security camera system for such Premises shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Premises and a security camera system for such Premises. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

20.2.2.3.6.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary:

- grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.3.6.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.3 DC Power Amperage Charge

- 20.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by **CLEC** for its power arrangement. By way of example, where **CLEC** orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPS), but SBC shall only bill **CLEC** the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

20.2.4 DC Power Arrangement Provisioning

20.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

20.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

20.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by **SBC-13STATE**.

20.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

20.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however **CLEC** may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **SBC-13STATE** technical support. This rate element may be provided by **SBC-13STATE**.

20.2.7 Premises Ground Cable Arrangement

20.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within **CLEC**'s Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in **CLEC**'s Dedicated Space.

20.2.8 Security Cards

20.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary of this Appendix. **SBC-13STATE** will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), **CLEC** may request that the twenty-one (21) day interval be expedited, and **SBC-13STATE** will issue the access and/or ID cards as soon as reasonably practical.

20.2.9 Standard Frame or Cabinet, Each (Optional)

20.2.9.1 **CLEC** may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by **SBC-13STATE** or may request that **SBC-13STATE** provide and install the bay or cabinet in the cageless space only. If **CLEC** elects for **SBC-13STATE** to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at **CLEC**'s option, a bay or cabinet is placed in space designated by **SBC-13STATE**, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between **CLEC**'s facilities and **SBC-13STATE** facilities, previously referred to as "Point of Termination (POT) bay."

20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

20.2.10.1 A reinforced passage or opening placed for **CLEC** provided facility between **SBC-13STATE** designated manhole and the cable vault of the Premises.

20.2.11 Entrance Fiber Charge, Per Cable Sheath

20.2.11.1 The Entrance Fiber Charge reflects the time interval spent by **SBC-13STATE** in pulling **CLEC**'s cable facilities from **SBC-13STATE** designated manhole, through **SBC-13STATE** cable vault and through **SBC-13STATE** cable support structure to **CLEC**'s equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

20.2.12.1 **CLEC** will select one or more of the interconnection arrangements listed below.

20.2.12.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

20.2.12.1.1.1 **SBC-13STATE**-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between **CLEC**'s optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **CLEC**. **CLEC** will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between **CLEC**'s POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where **CLEC** specifically requests regeneration, it will be at **CLEC**'s expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

20.2.12.1.2.1 **SBC-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between **CLEC**'s optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **CLEC**. **CLEC** will not be permitted access to **SBC-13STATE** Main

Distribution Frame. If regeneration is required because the cabling distance between **CLEC**'s POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where **CLEC** specifically requests regeneration, it will be at **CLEC**'s expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

20.2.12.1.3.1 **SBC-13STATE** provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between **CLEC**'s optional POT frame or equipment bay and **SBC-13STATE** network. These rate elements may not be provided by **CLEC**. **CLEC** will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.13 Optical Circuit Arrangement

20.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC-13STATE** network. This rate element may not be provided by **CLEC**. **CLEC** will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

20.2.14.1 **SBC-13STATE** provided single signal from **SBC-13STATE** timing source to provide synchronization between **CLEC**'s single Network Element and **SBC-13STATE**'s equipment.

20.2.15 Timing Interconnection Arrangement (Optional)

20.2.15.1 Timing lead (1 pair) of wires provided by SBC-13STATE to CLEC's dedicated CLEC's Physical Collocation space or optional POT frame or equipment bay.

20.2.16 Collocation Availability Space Report Fee

20.2.16.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SBC-13STATE is undertaking to make additional space available for collocation.

20.2.17 Pre-visits

20.2.17.1 General Applications

20.2.17.1.1 Prior to submitting an application, CLEC may elect to arrange with SBC-13STATE to visit an Premises for the purpose of permitting CLEC to determine if the structure meets its business needs and if space is available in the structure for the potential CLEC's Physical Collocation arrangement. If CLEC elects to pre-visit SBC-13STATE's Premises must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. CLEC will not be allowed to take photographs, make copies of SBC-13STATE site-specific drawings or make any notations.

20.2.17.1.2 For pre-visits, SBC-13STATE will limit the number of SBC-13STATE employees attending the pre-visit to one of SBC-13STATE's employee, unless a different number of SBC-13STATE employees is mutually agreed upon. CLEC will only be billed for the times of the employee approved by CLEC and not for additional employees not mutually agreed upon to attend the pre-visit. CLEC will be charged for the time, if any, SBC-13STATE employees

spend traveling and will be based on fifteen (15) minute increments.

20.2.18 Construction Inspections

20.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, **CLEC** shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, **CLEC** will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 9.1. **CLEC** will be charged for the time, if any, **SBC-13STATE** employees spend traveling and will be based on fifteen-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

20.2.19.1.1 If **CLEC** elects to provide an Adjacent On-site structure as described in this Appendix, when all available space is Legitimately Exhausted inside **SBC-13STATE** Premises, **SBC-13STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for **CLEC**'s Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should **CLEC** elect to have **SBC-13STATE** provision an extension of DC Power Service from the Premises to the Adjacent Structure, a DC Power Panel will be required.

20.2.19.2 Adjacent On-site Planning Fee

20.2.19.2.1 An initial Planning Fee will apply when **CLEC** is requesting any Interconnection Terminations between **CLEC**'s Adjacent On-site structure and **SBC-13STATE** on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the

design route of the power arrangement to **CLEC's** Adjacent On-site structure.

20.2.20 Adjacent Off-site Arrangement

20.2.20.1 Adjacent Off-site Structure Arrangements

20.2.20.1.1 If **CLEC** elects to provide an Adjacent Off-site structure as defined in Appendix Definitions of this Agreement and as described in Section 5.1 preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Premises and **CLEC's** Adjacent On-site Space is not within fifty (50) feet of the Premises outside perimeter wall, **SBC-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if **CLEC's** site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE's** Central Office or Premises. When **CLEC** elects to collocate by Adjacent Off-site Arrangement, **CLEC** shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

20.2.20.2 Planning Fee Adjacent Off-site Arrangement

20.2.20.2.1 Planning Fee will apply when **CLEC** is requesting any Interconnection Terminations between **CLEC's** Adjacent Off-site structure and **SBC-13STATE** on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to **CLEC's** Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

20.2.21 Conduit Space for Adjacent Off-site Arrangement

20.2.21.1 Any reinforced passage or opening placed for **CLEC** provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable

vault of the Premises. Rates and charges are as found in the Collocation Rate Summary following.

20.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

20.2.22.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

20.2.23 Miscellaneous Charges (Optional)

20.2.23.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

20.2.24 Collocation to Collocation Connection

20.2.24.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 This rate element is for **SBC-13STATE** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring and recurring rate.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 This rate element is for SBC-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.4 Cable Racking and Hole

20.2.24.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Premises.

20.2.24.1.5 Route Design

20.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

21. RIGHT TO USE; MULTIPLE DEDICATED SPACES

21.1 In accordance with this Appendix, SBC-13STATE grants to CLEC the right to use a Dedicated Space. Each Dedicated Space within an Premises will be considered a single Dedicated Space for the application of rates according to this Appendix.

22. CONSTRUCTION INSPECTIONS

22.1 During the construction of all forms of Physical Collocation space required under this Appendix, CLEC shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, CLEC will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 9.1 of this Appendix. If any travel

expenses are incurred, CLEC will be charged for the time SBC-13STATE's employees spend traveling and will be based on fifteen (15) minute increments.

23. OBLIGATIONS OF CLEC

23.1 Certification

23.1.1 CLEC requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the Physical Collocation space. SBC-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement

24. LEGITIMATELY EXHAUSTED SPACE

24.1 "Legitimately Exhausted" denotes when all space in a Central Office (CO) or other Premises Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC-13STATE may make a determination that space in an Premises Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Premises Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to CLEC's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 10 of the General Terms and Conditions of this Agreement.

In making this determination, SBC-13STATE may reserve space for transport equipment for one (1) year anticipated growth. SBC-13STATE may reserve space for Switching, Power and Main Distribution Frame (MDF) for up to five (5) years anticipated growth. Space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use.

24.2 In central offices without collocators, the above reservation time frames become effective when first Requesting Carrier applies for space in respective central office.

- 24.3 The Company's total space reservation cannot exceed the Central Office Floor Space currently used by the Company.
- 24.4 Where Physical Collocation space within SBC-13STATE Premises is Legitimately Exhausted, and CLEC's Adjacent On-site space is not within 50 ft. of the Premises outside perimeter wall, CLEC has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
- 25. CAGED, CAGED COMMON PHYSICAL COLLOCATION AND SHARED CAGED COLLOCATION INSTALLATION INTERVAL**
- 25.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 25.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC-13STATE will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when CLEC has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
- 25.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.
- 26. CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL**
- 26.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.
- 26.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when CLEC has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
- 26.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.

27. ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS

27.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 5.2 above will be reasonably related to the complexity of accommodating the requested arrangement.

28. OCCUPANCY

28.1 Unless there are unusual circumstances, SBC-13STATE will notify CLEC that the Dedicated Space is ready for occupancy within five (5) business days after SBC-13STATE completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC-13STATE's network or obtain access to SBC-13STATE Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC-13STATE has refused to interconnect with CLEC, the one hundred eighty (180) day deadline shall be extended until SBC-13STATE allows CLEC to interconnect. SBC-13STATE, however, may extend beyond the one hundred eighty (180) days provided CLEC demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented CLEC from meeting that deadline.

28.2 If CLEC fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC-13STATE provides CLEC with written notice of such failure and CLEC does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC-13STATE or obtain access to SBC-13STATE Lawful UNEs by that tenth (10) business day. In any event, CLEC shall be liable in an amount equal to the unpaid balance of the applicable charges.

28.3 For purposes of this Section, CLEC's telecommunications equipment is considered to be operational and interconnected when connected to either SBC-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided CLEC's equipment is used for interconnection with SBC-13STATE's network or to obtain access to SBC-13STATE's Lawful UNEs, for the purpose of providing this service.

28.4 If CLEC causes SBC-13STATE to prepare the Dedicated Space and then CLEC does not use the Dedicated Space (or all the Dedicated Space), CLEC will pay SBC-13STATE the monthly recurring and other applicable charges as if CLEC were using the Dedicated Space.

29. CANCELLATION PRIOR TO DUE DATE

29.1 In the event that CLEC cancels its order after acceptance of the quotation and SBC-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that SBC-13STATE might have, CLEC shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SBC-13STATE shall provide CLEC with a detailed invoice showing the costs it incurred associated with preparation.

29.2 Billing Dispute Resolution.

In the event that the parties have a dispute on a bill for collocation ordered under this Appendix, the Parties shall follow the procedures for Dispute Resolution set forth in Section 10 of the General Terms & Conditions Appendix of this Agreement.

29.3 Billing for Caged Shared and Caged Common Collocation Arrangements

29.3.1 Except for certain charges identified as related to Caged Shared Collocation, each collocater shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SBC-13STATE shall bill the original collocater for space. However, SBC-13STATE shall bill the other collocaters in the shared cage for use of Network Elements and interconnection separately as required. Collocaters located in a Caged Common Collocation area shall have direct billing arrangements with SBC-13STATE for floor space and all other applicable interconnection arrangements.

30. ALLOWANCES FOR INTERRUPTIONS

30.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to CLEC's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of CLEC. A credit allowance will be made to CLEC where the interruption is due to the actions or negligence of SBC-13STATE.

30.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption;

however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

- 30.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. CLEC shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

31. **CDOW (COLLOCATOR DOING OWN WORK) - CLEC RESPONSIBILITIES**

- 31.1 When CLEC selects the option to provide, install, and terminate its interconnection and power cabling with an SBC-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary of this Appendix.
- 31.2 CLEC has the option to provide, install and terminate its interconnection cabling between CLEC's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if CLEC does all three (3) activities associated with interconnection cabling: provide, install and terminate. CLEC may not elect to do some but not all the activities. CLEC must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If CLEC selects this option, CLEC must also select the option to provide, install and terminate its power cable leads described in Section 31.3 below. If CLEC selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to CLEC. Intervals and provisioning for this option are found Section 31.4. CLEC's SBC-13STATE Approved Vendor must obtain an approved Method Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.
- 31.3 CLEC has the option to provide, install, and terminate its power cable leads between CLEC's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by using an SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, CLEC's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. CLEC must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of CLEC's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if CLEC does all three (3) activities associated with the power cable lead unless described

otherwise within this Section. CLEC may not elect to do some but not all the activities unless otherwise permitted in this Section. If CLEC selects this option, CLEC must also select the option to provide, install and terminate its interconnection cabling described in Section 31.2 above. Intervals and provisioning for this option are found in Section 32.4. CLEC's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.

31.4 Interval (CLEC Installs Interconnection and Power Cabling)

31.4.1 The intervals set forth in this Section 31.4 apply only when CLEC installs interconnection and power cabling. SBC-13STATE will notify CLEC as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of CLEC's accurate and complete Physical Collocation Application. If SBC-13STATE determines that CLEC's Physical Collocation Application is unacceptable, SBC-13STATE shall advise CLEC of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide CLEC with sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, CLEC must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

31.4.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to CLEC's the requested Physical Collocation Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from CLEC. CLEC must provide SBC-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC-13STATE has received such response and payment. If CLEC has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date SBC-13STATE notified CLEC its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from CLEC with applicable fees.

31.4.3 The delivery interval for Caged or Cageless Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by **CLEC**, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

31.4.3.1 The delivery interval assigned will be provided to **CLEC** by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **CLEC** will be processed in the order received unless **CLEC** provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

31.4.3.2 Should **CLEC** submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if **CLEC** submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Physical Collocation is requested.

31.4.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation

Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

31.4.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to **CLEC**. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to **CLEC** by **SBC-13STATE**.

31.4.5 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, **CLEC** must submit a complete and accurate Physical Collocation Application.

31.4.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from **CLEC** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

31.4.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

31.4.5.3 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by **CLEC**, the type of infrastructure available for collocation, and the need for additional

preparation of the infrastructure such as overhead iron/racking and additional power.

Table (2)

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

31.4.5.4 The delivery interval assigned will be provided to **CLEC** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **CLEC** will be processed in the order received unless **CLEC** provides a priority list, whichever is applicable.

31.4.5.5 Should **CLEC** submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from **CLEC** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if **CLEC** submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days.
- If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty

(60) calendar days and for Applications (11-12) sixty five (65) calendar days.

31.4.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **CLEC** to negotiate a mutually agreeable delivery interval.

31.4.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

31.5 Rates Elements for **SBC-13STATE** Central Offices

31.5.1 Caged Collocation

31.5.1.1 When **CLEC** constructs its own cage and related equipment, **CLEC** will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

31.5.2 DC Power Arrangement Provisioning

31.5.2.1 When **CLEC** selects the option to provide and install its power cable by a **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. **CLEC** will not be permitted access to **SBC-13STATE** Battery Distribution Fuse Bay or Power Plant Primary Distribution, but **SBC-13STATE** approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **SBC-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

31.5.3 Entrance Fiber Optic Cable Arrangement

31.5.3.1 When CLEC selects the option to pull CLEC's provided fire retardant entrance fiber optic cable under SBC-13STATE observation, through SBC-13STATE cable vault to CLEC's equipment with SBC-13STATE approved vendor, only the construction and route design charge will apply. CLEC will not be permitted access to the cable vault, but SBC-13STATE approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

31.5.4 DS0 Voice Grade Interconnection Cable Arrangement

31.5.4.1 When CLEC selects the option to provide and install its interconnection cabling by an SBC-13STATE approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. CLEC will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.5 DS-1 Interconnection Cable Arrangement to DCS

31.5.5.1 When CLEC selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. CLEC will specify whether the cabling should terminate to a DCS in the remarks section of the application form. CLEC will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.6 DS-1 Interconnection Cable Arrangement to DSX

31.5.6.1 When CLEC selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. CLEC will specify whether the cabling should terminate to a DSX in the remarks section of the application form. CLEC will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved installation vendor will have access. This is expressed as a

combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.7 DS-3 Interconnection Cable Arrangement to DCS

31.5.7.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. **CLEC** will specify whether the cabling should terminate to a DCS in the remarks section of the application form. **CLEC** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.8 DS-3 Interconnection Cable Arrangement to DSX

31.5.8.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. **CLEC** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **CLEC** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.9 Fiber Interconnection Cable Arrangement

31.5.9.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. **CLEC** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10 Collocation to Collocation Connection

31.5.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.

31.5.10.1.1 Fiber Cable

31.5.10.1.1.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.2 Copper Cable

31.5.10.1.2.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.3 Coax Cable

31.5.10.1.3.1 When **CLEC** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.4 Cable Racking and Hole

31.5.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling

between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Premises. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.5 Route Design

31.5.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary of this Appendix.