

President - Texas
Southwestern Bell Telephone Company
Austin, Texas
Issued: September 28, 2001
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LOCAL ACCESS SERVICE TARIFF
Section: 5
Sheet: Index
Revision: 3
Replacing: 2

**PHYSICAL COLLOCATION
(SERVICES AND RATES)**

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**PHYSICAL COLLOCATION
(REGULATIONS)**

2. DEFINITIONS

Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for physical collocation, which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third Party Engineer process pursuant to Section 6.2.1 of this Tariff. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The rates, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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(REGULATIONS)

2. DEFINITIONS (Cont'd)

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Adjacent Off-site Arrangement (Cont'd)

At the time the Collocator requests this arrangement, the Collocator 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. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on SWBT property (Adjacent On-site) or non-SWBT property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SWBT and the CLEC will mutually agree on the location of the designated the space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

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2. DEFINITIONS (Cont'd)

(T)

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to a Collocator for any work performed which will benefit or be used by SWBT or other Collocators. SWBT also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements provided in this Tariff. SWBT shall follow the procedures established in Section 20.1 of this Tariff for imposition of Custom Work Charges. In the event an agreement between the Collocator and SWBT is not reached regarding the custom work charge, SWBT shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SWBT shall accrue interest at the rate established by the Public Utility Commission on December 1 of each year pursuant to Section 26.24(g) of the Substantive Rules. All Custom Work Charges that are approved by the Public Utility Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SWBT that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SWBT shall file the appropriate tariff amendment. However, SWBT shall not delay completion of such work during the tariff approval process. SWBT shall perform such work based upon interim rates, subject to true-up. If the Collocator and SWBT cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SWBT Eligible Structure.

Eligible Structure - Eligible Structure refers to SWBT's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SWBT that house its network facilities, and all structures that house SWBT's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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(REGULATIONS)

2. DEFINITIONS (Cont'd)

Infrastructure systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. (T)

In, Inside or Within - For microwave transmissions facilities for access to collocation only, when "in", "inside" or "within" is used in reference to space at an Eligible Structure, Central Office, Dedicated Space or Adjacent Structure it shall also mean "on", "outside" or "upon", as appropriate, to expressly include rooftop space or premises. (N)

Legitimately Exhausted - Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Tariff is exhausted or completely occupied. Before SWBT may make a determination that space in an Eligible Structure is legitimately exhausted, SWBT must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SWBT's response to a Collocator's application or in provisioning collocation arrangements. 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. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this Tariff. In making this determination, SWBT may reserve space for transport equipment for one year. Additionally, SWBT may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SWBT affiliates or for future use by SWBT 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. SWBT may reserve space for Switching, Power, and MDF up to a maximum of 5 years of anticipated growth. SWBT may reserve space for DCS for 3 years of anticipated growth.

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2. DEFINITIONS (Cont'd)

Legitimately Exhausted (Cont'd)

At the time that SWBT denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SWBT must provide to the CLEC, upon request, the following information: (1) a detailed explanation of SWBT's determination and all reasons in support thereof; (2) the access line forecast used in making the determination as defined above; and (3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size, and current and projected use of all areas reserved for SWBT's future growth or reserved for use by SWBT's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SWBT shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. In the dispute resolution process, SWBT shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable, and nondiscriminatory. In addition, SWBT shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SWBT shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services, and other affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Tariff.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space. (N)

Rooftop or Premises Space - Denotes the space on the rooftop of SWBT's Eligible Structure, parapet or other exterior space of an Eligible Structure that provides an unobstructed line-of-sight for the placement of microwave antenna (s), including supporting masts and roof mounts. (N) (M)

(T)

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2. **DEFINITIONS** (Cont'd)

(M)

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of SWBT's network and/or the network of another CLEC. (M)

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3. LIMITATION OF LIABILITY

3.1 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 either in the course of furnishing service pursuant to this tariff, the liability of either SWBT or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

Both SWBT and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable tariffs.

The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this tariff.

3.2 Third Parties

SWBT also may provide space in or access to the Eligible Structure, to other persons or entities ("Others"), which may include competitors of the Collocator's; 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 the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.

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4. **RESPONSIBILITIES OF SWBT**

4.1 **Right to Use; Multiple Dedicated Spaces**

In accordance with this tariff, SWBT grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this tariff.

4.2 **Contact Numbers**

SWBT is responsible for providing the Collocator personnel a contact number for SWBT technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week, and SWBT will not delay a Collocator's entry into an Eligible Structure.

4.3 **Trouble Status Reports**

SWBT is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches, or services, with an estimated clearing time for restoral. In addition, SWBT will provide written notification within 24 hours. When trouble has been identified, SWBT is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.4 **Service Coordination**

SWBT is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.4.1 **Assistance with Licensing and Permitting for Microwave**

(N)

If SWBT's assistance is required in order for a Collocator to obtain necessary licenses or permits related to a Collocator's placement and/or use of microwave equipment, SWBT will not unreasonably withhold such assistance and the Collocator will pay all expenses associated with that assistance.

(N)

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4. **RESPONSIBILITIES OF SWBT** (Cont'd)

4.5 **Casualty Loss**

4.5.1 **Damage to Dedicated Space**

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenantable in whole or in part, SWBT 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 untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SWBT has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or SWBT opts not to rebuild, then SWBT shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SWBT must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of SWBT to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SWBT.

4.5.2 **Damage to Eligible Structure**

In the event that the Eligible Structure 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 SWBT's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SWBT, at its option, may terminate services provided via this tariff by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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4. **RESPONSIBILITIES OF SWBT** (Cont'd)

4.6 **Construction Notification**

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

4.7 **Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.25.

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PHYSICAL COLLOCATION
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5. **OBLIGATIONS OF THE COLLOCATOR**

5.1 **Certification**

The Collocator 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. SWBT shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 **Contact Numbers**

The Collocator is responsible for providing to SWBT personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process.

5.3 **Trouble Report**

Collocator is responsible for making best efforts to provide prompt verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches, or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by SWBT.

5.4 **Removal**

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SWBT may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees, or other costs associated with any such removal by SWBT, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SWBT harmless from the failure to return any such equipment, property or other items.

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5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.5 **Collocator's Equipment and Facilities**

The Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT Frame located in the Physical Collocation Common (T) Area:

- (A) its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;
- (B) its equipment including SWBT provided interconnect equipment (T) provided at the request of the collocator;
- (C) required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area.
- (D) 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 the Collocator and only if and as required; and
- (E) 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.

SWBT neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Paragraph.

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5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.5.1 **Collocator's Microwave Equipment and Facilities**

The Collocator is solely responsible for engineering, purchasing and installing microwave equipment, including microwave antenna (s), mounts, towers or other antenna support equipment (also referred to as the Outdoor Unit, or ODU), and radio transmitter/receiver equipment in the Dedicated Space. The parties will coordinate structural engineering of the ODU, including the design and construction. All Collocator activity, except that provided by SWBT approved third party vendors, will require a SWBT escort. The Collocator is responsible for all charges associated with a SWBT escort, as reflected in paragraph 26.17.3 of SWBT's virtual collocation tariff. If the Collocator provides SWBT with eight (8) days advance notice of its intention to visit the Collocator's facilities, the Eligible Structure will be "manned" for purposes of the security escort rate. Pursuant to 47 CFR Part 17, the Collocator is the antenna structure owner of any antenna structure that it engineers, purchases and installs. All microwave antennas must be physically interconnected to the Collocator's collocation equipment. The Collocator's collocated equipment at the Eligible Structure must be placed in either a virtual collocation arrangement or one of the available collocation options listed in paragraph 6.1.1 of this tariff, excluding any adjacent off-site arrangements.

Before installation of the Collocator's microwave transmission facilities for access to collocation, the Collocator must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction over same.

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5. OBLIGATIONS OF THE COLLOCATOR (Cont'd)

5.5.1 Collocator's Microwave Equipment and Facilities (cont'd)

SWBT, after coordination with the Collocator, will determine the placement and location of microwave equipment on the Rooftop or Premises Space, SWBT shall provide unobstructed line-of-sight for microwave transmission facilities for access to collocation where technically feasible, but such line-of-sight is not guaranteed to be available. If SWBT requires a building enhancement modification or through placement of additional equipment obstructs the Collocator's existing line of sight, SWBT will work with the Collocator to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The cost of this modification will be borne by SWBT. SWBT will treat applications for installation of microwave transmission facilities for access to collocation on a first-come, first-served basis. If a third party applies to place equipment on the roof so that an existing line of sight would be obstructed, the third party application will be denied unless all three parties agree to move an existing arrangement to allow for a clear line of sight. The costs of moving existing rooftop facilities will be borne by the third party. SWBT retains the right to assign space.

The Collocator is solely responsible for ensuring that (1) the direction of transmission and frequencies transmitted do not interfere with the spectrum of frequencies currently being transmitted or licensed to be transmitted from the eligible structure; (2) acceptable "line of sight" capabilities and all other matters involving performance of the microwave path; and (3) the microwave equipment is maintained, and the microwave space is in good working condition.

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**PHYSICAL COLLOCATION
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5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.6 **Insurance**

5.6.1 **Coverage Requirements**

The collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- (A) Workers' Compensation insurance with benefits afforded under the laws of the State of Texas 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.
- (B) 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; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$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. SWBT will be named as an Additional Insured on the Commercial General Liability policy.
- (C) 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.

SWBT 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.

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5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.6 **Insurance** (Cont'd)

5.6.1 **Coverage Requirements** (Cont'd)

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

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."

The collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

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**PHYSICAL COLLOCATION
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5. **OBLIGATIONS OF THE COLLOCATOR** (Cont'd)

5.6 **Insurance** (Cont'd)

5.6.1 **Coverage Requirements** (Cont'd)

5.6.2 **self-Insured**

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.6.1, Coverage Requirements, shall immediately apply.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (Cont'd)

- (B) Caged Shared Collocation - SWBT will provide Caged Shared Collocation as set forth in Section 7 entitled "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 Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.
- (C) Caged Common Collocation - SWBT will provide Caged Common Collocation as set forth in Section 7.1.1.
- (D) Cageless Collocation - SWBT will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SWBT will provide space in single bay increments, including available space adjacent to or next to SWBT's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. SWBT will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. SWBT may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SWBT will not provide a Collocator's personnel or agents with direct access to SWBT's main distribution frame.

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Text previously appearing on this sheet has moved to Sheet 13.9 and 13.10.

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PHYSICAL COLLOCATION
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6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (Cont'd)

(E) Adjacent Space Collocation - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Tariff, SWBT will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SWBT uses to house equipment, to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. SWBT will offer the following increments of power: SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SWBT will provide DC power with increments of 100, 200, 300 and 400 AMPS (T) to the adjacent structure from the Central Office Power (T) source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this tariff. Rates and charges (T) are as found in paragraph 21.17 and 21.26 following. (T)

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its (M)

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6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.1 Types of Available Physical Collocation Arrangements (Cont'd)

(E) (Cont'd)

Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The rates, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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At the time the Collocator requests this arrangement, the Collocator 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. SWBT shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SWBT's facilities. SWBT shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, SWBT will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

(F) Other Physical Collocation Arrangements - SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in SWBT's Eligible Structures that such an arrangement is technically feasible.

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6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.1.1 Active/Inactive Space Determination (Cont'd)

shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with Central Records at the Public Utility Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SWBT to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

6.1.2 Security

Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SWBT may impose security arrangements as stringent as the security arrangements SWBT maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999 in CC Docket No. 98-147 (FCC 99-48), SWBT will not impose more stringent security requirements than these. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of SWBT's equipment. SWBT will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

(A) Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require collocators to receive security training from SWBT, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and

security training details shall be included in SWBT's
Technical Publications.

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6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.2 Security (Cont'd)

(B) Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:

- (a) Theft or destruction of SWBT's or collocator's property;
- (b) Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
- (c) Threats or violent acts against other persons on SWBT property;
- (d) Knowing violations of any local, state or federal law on SWBT property;
- (e) Permitting unauthorized persons access to SWBT or collocator's equipment on SWBT property; and
- (f) Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

(C) Collocators will provide indemnification as set forth in Paragraph 12 of this tariff and insurance as set forth in Paragraph 5.6 of this tariff to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT as well.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.2 Security (Cont'd)

(D) SWBT may use reasonable security measures to protect its equipment. In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SWBT 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 Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

SWBT's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to SWBT's equipment. SWBT's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SWBT's space. To the extent that SWBT is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SWBT's expense.

SWBT'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. SWBT's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SWBT's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SWBT chooses to enclose its own equipment, SWBT 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. SWBT 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 SWBT cannot prove that other reasonable security methods cost more than an interior security partition around SWBT's equipment, SWBT cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment, and then recover the cost from collocators.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.2 Security (cont'd)

If SWBT elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around SWBT's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

(E) Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SWBT will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SWBT with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will provide collocators with reasonable access to restroom facilities and parking.

6.1.3 Interval

(A) SWBT will provide physical collocation arrangements in eligible structures on a "first come, first served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas and will pay an initial application fee. A collocator wishing SWBT to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, 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 SWBT to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application,

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PHYSICAL COLLOCATION
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(A) (Cont'd)

SWBT would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish SWBT to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SWBT is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes SWBT to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.

(C)

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(B) In responding to an application request, SWBT shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring tariff rates, and the estimated construction interval no later than as specified in 6.1.3(E) following. SWBT will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(C) (Cont'd)

Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated interconnection cabling is provided to the collocation area. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays.

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PHYSICAL COLLOCATION
(REGULATIONS)

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(D) SWBT will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SWBT's Collocation Service Center (CSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Application Fee from Section 21.1 of this tariff and 50% of all applicable tariffed non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote. (T)

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

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PHYSICAL COLLOCATION
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6. **ORDERING AND PROVISIONING** (Cont'd)

6.1 **Dedicated Space** (Cont'd)

6.1.3 **Interval** (Cont'd)

(D) (Cont'd)

Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing): 30 calendar days.

- 84 DS1's (one interconnect panel cabling) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or nonshielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SWBT will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

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PHYSICAL COLLOCATION
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6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(D) (Cont'd)

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, and SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an initial inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard collocation arrangements that, after appropriate notice and comment, will be incorporated in to the Tariff. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Tariff.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.1 Dedicated Space (Cont'd)

6.1.3 Interval (Cont'd)

(E) Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

<u>Applications by One Collocator</u>	<u>Number of</u>	<u>Quotation Interval</u>
1 - 5		10 Business Days
6 - 20		25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business 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.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.2 Space Availability Determination and Resolution (Cont'd)

6.2.4 (Cont'd)

SWBT will maintain a publicly available document, posted for viewing on its website, indicating all premises that are full, and will update such a document within ten days of the date at which a 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 SWBT, such information will be placed on the website. SWBT will update the public document on the first day of each month to include all newly available information. To the extent SWBT has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SWBT is taking to make additional space available for collocation.

6.2.5 SWBT will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SWBT will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where SWBT does not have adequate space to meet forecasted collocation demand, SWBT agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC, or Order from the Commission. SWBT shall reserve space for switching, MDF, and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.3 Relocation

When SWBT determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure, to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. SWBT 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, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator 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 SWBT, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices or adjacent space collocation structures should not prevent SWBT from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due to any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.3 Relocation (Cont'd)

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator 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 Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. If the Collocator 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 SWBT provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SWBT or obtain access to SWBT unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

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PHYSICAL COLLOCATION
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6. ORDERING AND PROVISIONS (Cont'd)

6.4 Occupancy (Cont'd)

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SWBT to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SWBT the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after SWBT has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SWBT has been paid the entire amounts due under this tariff, then in addition to other remedies that SWBT might have, the Collocator 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. SWBT shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Collocator.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

6. ORDERING AND PROVISIONING (Cont'd)

6.6.1 Billing for Caged Shared and Caged Common Collocation Arrangements

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Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SWBT shall bill the original collocator for space. However, SWBT shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SWBT for floor space per linear foot of relay rack space forecasted by the collocator and all other applicable interconnection arrangements.

(M)

6.7 Late Payment Charge

In the event that any charge is not paid when due, the unpaid amounts shall bear interest from the due date until paid in accordance with the terms and conditions for late payment set forth in SWBT's Texas Intrastate Access Service Tariff.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator'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 the Collocator. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of SWBT if such interruption disrupts SWBT's services as well as the collocator's services. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT if such interruption only disrupts the collocator's services.

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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.

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**PHYSICAL COLLOCATION
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6. ORDERING AND PROVISIONING (Cont'd)

6.8 (Cont'd)

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. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

6.9 Microwave Transmission Facilities For Access To Collocation

This option allows Collocators, subject to the terms and conditions of this tariff, to place microwave equipment in an Eligible Structure to obtain access to a collocation arrangement containing equipment necessary for interconnection with SWBT or access to SWBT's unbundled network elements. The following three essential components will be used: (1) Rooftop or Premises Space; (2) access to space for the installation or riser cable to connect the antenna(s) on the rooftop of the Eligible Structure with the electrical interface equipment inside the Eligible Structure; (3) placement of the electrical interface equipment within the physical or virtual collocation arrangements described in SWBT's tariff and selected by the Collocator, except for adjacent off-site arrangements.

SWBT will provide Rooftop or Premises Space in one (1) square foot increments; rooftop preparation or conditioning, if the roof or premises requires preparation or conditioning in order to support the Collocator's antenna structure or ODU; weatherproof penetration and weatherproof housing, if needed; space and racking for the Collocator's cable to connect the antenna and the collocation space; and the collocation space from those types of available physical collocation arrangements described in paragraph 6.1.1 (except adjacent off-site arrangements), or from the virtual collocation tariff.

SWBT agrees to allow a Collocator access to an existing SWBT-owned Cable Entry Hatch if space is available, at no charge. If a new Cable Entry Hatch is needed by the Collocator, SWBT shall provide a Cable Entry Hatch with four ports for coaxial or fiber cables, on a pro rata basis per collocator at the rate reflected in 21.31, following. The Collocator that requests the Cable Entry Hatch shall be entitled to place additional cables for microwave transmission facilities for

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6. ORDERING AND PROVISIONING (Cont'd)

6.9 Microwave Transmission Facilities For Access To Collocation (cont'd)

access to collocation up to the capacity of the installed Cable Entry Hatch without additional charges under section 21.31 of this tariff if the Collocator is the only party using the Cable Entry Hatch or on a pro rata basis if more than one Collocator is using the Cable Entry Hatch. SWBT shall allow another Collocator to place cables for microwave transmission facilities for access to collocation in the Cable Entry Hatch installed at the request of the first Collocator, up to the capacity of the installed Cable Entry Hatch. When another Collocator places cables for microwave transmission facilities for access to collocation in the Cable Entry Hatch installed at the request of a previous Collocator, SWBT will refund a pro rata share of any existing Collocator's charges under section 21.31 of this tariff. Waveguide may not be placed in the same Cable Entry Hatch or conduit as coaxial cable. SWBT retains engineering oversight over any changes to the Cable Entry Hatch.

The rates and charges for Rooftop or Premises Space preparation or conditioning, shall be determined on a case-by-case basis and shall be a Custom Work Charge, as described in Paragraph 20.1 following. The rates and charges for Rooftop or Premises Space Rental are as found in Paragraph 21.29 following. The rates and charges for Antenna (ODU) to Collocation Connection are as found in Paragraph 21.30 following. The rates and charges for Cable Entry Hatch are as found in Paragraph 21.31 following. The rates and charges for the physical or virtual collocation arrangement selected by the Collocator shall be those rates and charges described in this physical collocation or SWBT's virtual collocation tariff, as appropriate.

6.9.1 Microwave Riser/Connecting Cable

The Collocator may, unless technically and structurally infeasible, use coaxial cable, dielectric fiber or waveguide to/from the collocation space and the antenna or ODU. Coaxial, fiber, or waveguide cable will be allowed as the transmission medium between the antenna or ODU and the collocation space inside the Eligible Structure unless SWBT can show that the coaxial cable or waveguide to be used will impair SWBT's ability to service its own customers or subsequent collocators.

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7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 SWBT 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, SWBT 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 SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT 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.

7.1.1 SWBT 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 SWBT within an Eligible Structure 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 SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT 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, SWBT 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 as approved by the Commission. 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 Section 6.6.1.

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(REGULATIONS)

8. FIBER OPTIC CABLE AND DEMARCATIION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The Collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space. Collocation requests utilizing facilities other than fiber will be provided as an ICB, except in the case of microwave transmission facilities for access to collocation described in Paragraph 6.9. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators. (D) (T) (T)

8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months. (T)

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

8. FIBER OPTIC CABLE AND DEMARCATIION POINT (Cont'd)

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) Frame either in its dedicated cage space or in the SWBT-designated area within the Eligible Structure. If the collocator elects not to provide a POT Frame, SWBT will handoff the Interconnection Arrangement(s) cables to the collocator at their equipment.

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PHYSICAL COLLOCATION
(REGULATIONS)

9. USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may collocate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used or useful, for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking formal determination that the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary back-up power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the SWBT grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

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9. USE OF DEDICATED SPACE (Cont'd)

9.2 Equipment List

A list of all the equipment and facilities that the Collocator 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. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this tariff. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.

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9. USE OF DEDICATED SPACE (Cont'd)

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2(B) of this Tariff).

9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel

9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

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9. USE OF DEDICATED SPACE (Cont'd)

9.5 Interference or Impairment

Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated 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 tariff.

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9. USE OF DEDICATED SPACE (Cont'd)

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical to physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at tariffed rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

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9. USE OF DEDICATED SPACE (Cont'd)

9.7 Personal Property and its Removal

In accordance with and subject to the conditions of this tariff, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

9.8 Alterations

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

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10. STANDARDS (Cont'd)

10.2 Revisions

Within 45 days of approval of this revised tariff by the Public Utility Commission of Texas, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Texas and its Technical Publication(s) for Physical Collocation and submit the revised documents to the Commission for approval prior to publication. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Texas, or its Technical Publication(s) for Physical Collocation, shall become effective and thereafter applicable under this tariff immediately upon approval by the Commission. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

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10. STANDARDS (Cont'd)

10.2 Revisions (Cont'd)

**10.2.1 Dispute Resolution Process for Revisions or Implementation of
Technical Publications**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same non-compliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

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11. RE-ENTRY

If the Collocator shall default in performance of any tariff provision herein, and the default shall continue for sixty (60) business days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this tariff will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Collocator at any time thereafter.

In the event of a dispute between a collocator and SWBT regarding any bill, SWBT shall make an investigation as shall be required by the particular case, and report the results to the collocator and, in the event the dispute is not resolved, shall inform the collocator of the complaint procedures of the Commission.

A collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute. The collocator is obligated to pay any billings not disputed.

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11. RE-ENTRY (Cont'd)

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

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12. INDEMNIFICATION OF SWBT

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supercede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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Text previously appearing on this sheet has been moved to Sheet 30.1.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

13. SERVICES AND MAINTENANCE

13.1 Operating Services

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

13.2 Maintenance

SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Legal Requirements

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

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**PHYSICAL COLLOCATION
(REGULATIONS)**

14. SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocated space for purpose of averting any threat of harm imposed by the collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocator by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

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**PHYSICAL COLLOCATION
(SERVICES AND RATES)**

15. GENERAL

- 15.1 The rates and charges in this tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this tariff. SWBT allocates the charges for space preparation and security charges on a pro-rated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay related options.
- 15.2 Parking at Eligible Structures will be provided on a first come, first served basis if there is no commercial parking or curb side parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first come, first served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this tariff do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
- 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will pro-rate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
- 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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(SERVICES AND RATES)**

15. GENERAL (Cont'd)

- 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month to month term.

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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**PHYSICAL COLLOCATION
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16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 Rates and Charges, following.
- 16.2 SWBT 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 (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

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16. **PREPARATION CHARGES** (Cont'd)

16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the physical collocation (T) common area. In this case, the construction interval set forth in (D) Paragraph 6.1.3 Interval, may be exceeded.

17. **CHARGES**

17.1 **Monthly Charges**

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator 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 30 days. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 **Nonrecurring Charges**

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

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may be modified by appeals of Project/Docket No.21333. True-ups,
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17. CHARGES (Cont'd)

17.2 Nonrecurring Charges (Cont'd)

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16 Preparation Charges, preceding the commencement of work and fifty (50%) of any Custom Work Charges at the time that 50% of the work is completed. (T) (C)

The remaining portion of any Custom Work charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

(D)

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(SERVICES AND RATES)**

17. CHARGES (Cont'd)

17.4 Individual Case Basis (ICB)

SWBT may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Tariff. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Tariff.

17.5 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

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**PHYSICAL COLLOCATION
(SERVICES AND RATES)**

18. REGENERATION

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the collocator specifically requests regeneration. Required regeneration and collocator-requested regeneration will be provided at the collocator's expense.

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**PHYSICAL COLLOCATION
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19. RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS

For interim collocation agreements that were entered into between SWBT and the Collocator prior to the approval of this tariff, SWBT and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the tariff charges approved by the Commission. This true-up and any associated payments from either SWBT or the Collocator to the other shall occur within a reasonable amount of time after the tariff charges become effective, and shall not effect the right of either SWBT or the Collocator to appeal any Commission order with respect to such tariff proceeding.

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PHYSICAL COLLOCATION
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20. RATE ELEMENTS

20.1 Determination of Charges Not Established in Tariff (Custom Work Charges)

- (A) Rate Elements - In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Tariff, SWBT shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this Tariff. When SWBT provides the price quote containing rate elements or charges that are not established in this Tariff, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Tariff.
- (B) In the event the Collocator disputes the rate element or charge proposed by SWBT that is not specifically provided for in this Tariff, Collocator shall notify SWBT of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of Collocator's notification, then Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, Collocator should provide a copy of SWBT's price quote, a detailed explanation of the charges in dispute, and Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by Collocator and SWBT after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SWBT with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

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PHYSICAL COLLOCATION
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20. **RATE ELEMENTS** (Cont'd)

20.2 **Caged Collocation**

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Planning, and HVAC (per 10 amps). Further, SWBT will provide Physical Land and Building, Physical Cage Preparation, Safety and Security, Physical grounding and Cable Racking in increments of one (1) square foot. For this reason, collocators 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 collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Paragraph 21.2 following. (N)

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Physical Cage Preparation Charge as set forth in Paragraph 21.2 following. The collocator 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. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 preceding will apply. (D)

If the collocator elects to install, or requests that SWBT provide and install, a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the land and building rate for cageless collocation as found in Paragraph 21.3 following applies. (T)

Note: The terms and conditions of this tariff, including rates and charges, (D) (T)
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20. **RATE ELEMENTS** (Cont'd)

20.2 **Caged Collocation** (Cont'd)

(A) Planning Fees

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Texas, recovers SWBT costs incurred to estimate the quotation of charges and to engineer the Collocator's request for the physical collocation arrangements. An initial Planning Fee will apply to the Collocator's physical caged collocation request. In addition, a Non-standard Planning Fee will apply when a request includes DC Power requirements other than 40 (2-20 Amp feeds), 100 (2-50 Amp feeds) or 200 (2-100 Amp Feeds) AMPS or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for cabling additions after completion of the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent, Cabling Only 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 Paragraph 21.2 following.

(N)

(B) Physical Land and Building Charge

Consists of the following elements which are based on the average cost for SWBT within Texas:

- Construction costs
- Operating costs

(C) Physical Cage Preparation Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment and construct the individual cages:

Cage Preparation

- Cage Fencing
- Door with lock and key set
- Lighting inside cage and in common area
- AC electrical outlets
- Welded wire security partition grounding
- New floor tile
- Electrical panel for lights and receptacles

(N)

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20. **RATE ELEMENTS** (Cont'd)

20.2 **Caged Collocation** (Cont'd)

(C) **Physical Cage Preparation Charge** (cont'd)

(N) (M)

Site Conditioning

- Exit lights
- Emergency lighting
- Fire-rated partitions where required
- Demolition work where required
- Fire extinguisher
- Dust curtains

(D) **Heating, Ventilating and Air Conditioning**

Consists of the elements necessary to provide HVAC within the Eligible Structure and is based on the heat dissipation required for each 10 amps of DC power.

(E) **Physical Cable Racking Charge**

Consists of the following elements and represent charges unique to the collocator making the request:

Cable rack, fiber raceway, and support structure within the collocation area including the overhead ironwork structure.

(F) **Physical Grounding**

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated space. Physical Grounding consists of ground cabling necessary to extend the floor ground within SWBT's central office to the collocation arrangement.

(N) (M)

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20. **RATE ELEMENTS** (Cont'd)

20.3 **Cageless Collocation** (T)

The Cageless Collocation charges consists of the Planning Fee, Land and Building Charge and optional relay rack charge, HVAC charge, and RSM Option in an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Collocators 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). Charges to each collocator will be based upon the number of standard frames used by each collocator. Rates and charges are found in Section 21.3.

(A) Planning Fee

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Texas, recovers SWBT costs incurred to estimate the quotation of charges and to engineer the Collocator's request for the physical collocation arrangements. An initial Planning Fee will apply to the Collocator's cageless collocation request.

Requests for cabling additions after completion of the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent, Cabling Only Planning Fee. A major revision to the initial request for physical collocation that changes floor plan 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 Paragraph 21.3 following.

(N)

(B) Land and Building Charge (T)

The Land and Building charge consists of the following elements which are based on the average cost for SWBT within Texas:

- Construction costs
- Operating costs

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(C) Relay Rack Charge (Optional) (N)

Consists of the monthly recurring charge for a SWBT provided relay rack on a full rack basis. The collocator may also provide this element.

(N)

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20. **RATE ELEMENTS** (Cont'd)

20.3 **Cageless Collocation** (Cont'd)

(T)

(D) Heating, Ventilating and Air Conditioning

Consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 amps of DC power.

(E) 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 collocation area including downturns and diffusers required to handle the additional heat load created by the 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.

20.4 **Caged Common Collocation**

(M)

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure 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 SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT 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, SWBT 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.

SWBT shall provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, and door with key set. (M) (D)

(D)

(T)

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20. **RATE ELEMENTS** (Cont'd)

(T)

20.4 **Caged Common Collocation (cont'd)**

SWBT will provide Planning and HVAC (per 10 amps). Further, SWBT will provide floor space (contained in the Land and Building Charge), caged preparation, physical grounding, cable racking, and Safety and Security per linear foot of relay rack space forecasted by the Collocator. The first collocator in SWBT premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based upon the linear foot of relay rack space forecasted by each collocator. Rates and charges are contained in Section 21.4.

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.

(A) Planning Fee

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Texas, recovers SWBT costs incurred to estimate the quotation of charges and to engineer the Collocator's request for the physical collocation arrangements. An initial Planning Fee will apply to the Collocator's caged common collocation request. Requests for cabling additions after completion of the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent, Cabling Only 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 Paragraph 21.4 following.

(M) (N)

(M) (N)

(B) Land and Building Charge

(T)

Consists of the following elements which are based on the average cost for SWBT within Texas:

(T)

- Construction costs
- Operating costs

(T)

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20. **RATE ELEMENTS** (Cont'd)

20.4 **Caged Common Physical Collocation** (Cont'd)

(C) Cage Preparation Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment and construct the caged common:

- Cage Fencing
- Door with lock and key set
- AC electrical outlets
- New floor tile
- Overhead lighting
- Exit lights
- Emergency lighting
- Electrical panel for lights and receptacles
- Fire extinguisher
- Dust curtain
- Fire-rated partitions where required
- Demolition work where required

(D) Physical Cable Racking Charge

Consists of the following elements:

- Cable rack, fiber raceway, and support structure within the cage including the overhead ironwork structure.

(E) Heating, Ventilating and Air Conditioning

(N)

Consists of the elements necessary to provide HVAC within the Eligible Structure to the Collocation arrangement and is based on the heat dissipation required for each 10 amps of DC power. (N)

(F) Physical Grounding

(N)

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangement are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated space. Physical Grounding consists of ground cabling necessary to extend the floor ground within SWBT's central office to the collocation arrangement.

(N)

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20. **RATE ELEMENTS** (Cont'd)

20.4 **Cageless Physical Collocation** (Cont'd)

(G) Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per linear foot of relay rack basis based on varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost effective method of security systems, which may consist of a sub set of the following:

- Interior Security Partition separating SWBT 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

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

(H) 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 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.

(T)

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**PHYSICAL COLLOCATION
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20. RATE ELEMENTS (Cont'd)

20.4 Cageless Physical Collocation (Cont'd)

20.5 DC Power Consumption

The DC Power charge consists of use of the DC power plant system, with AC input and AC backup. The DC Power charge is on a per amp basis.

Rates and charges are as found in Section 21.5

20.6 DC Power Panel (Maximum 50 amp) (Optional)

The DC power panel is designed to terminate up to a maximum of 50 AMPS of DC voltage per lead. Rates and charge are as found in Paragraph 21.6 following.

20.7 DC Power Panel (100 or 200 AMP) (Optional)

At least one (1) DC Power Panel is required with each application requiring DC Power. A DC Power Panel is designed to provide either 100 or 200 AMPS of DC voltage per lead, however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SWBT technical support. This rate element may be provided by the collocator but is not required for a RSM power arrangement. Rates and charges are as found in Paragraph 21.7 following.

20.8 AC Power Consumption - CEVs, Huts and Cabinets and RSM Arrangements

AC Power consumption consists of the AC energy charge to provide DC power for a CEV, HUT, or Cabinet arrangement. The charge is provided per 2" mounting space in the CEV, Hut or Cabinet. Rates and charges are as found in Paragraph 21.8 following. In the RSM CO arrangement, energy is provided on a per amp basis with a maximum load of 500 amps.

20.9 This paragraph intentionally left blank.

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20. **RATE ELEMENTS** (Cont'd)

20.10 **Security Cards**

The Security Cards charge consists of a charge per five new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in Paragraph 21.10 following. (T) (T)

20.11 **Timing Source Arrangement(Optional)** (T)

Two (2) timing leads and a single signal from the SWBT timing source will provide synchronization between a Collocator's single network element and SWBT's equipment. Rates and charges are as found in Paragraph 21.11 following. (T) (T)

20.12 **Optional Standard Bay or Cabinet, Each**

The collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SWBT or may request that SWBT provide and install the bay or cabinet in the cageless space, only. If the collocator elects for SWBT to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.12. When, at the collocator's option, a bay or cabinet is placed in space designated by SWBT, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SWBT facilities, previously referred to as "Point of Termination (POT) bay."

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20. **RATE ELEMENTS** (Cont'd)

20.13 **Interconnection Arrangement Options**

Collocators will select one or more of the interconnection arrangements listed below.

20.13.1 **DS1 Interconnection Arrangement (DSX or DCS), Each**

A SWBT-provided arrangement of twenty eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Paragraph 21.13 following.

(D)

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20. **RATE ELEMENTS** (Cont'd)

20.13.6 **Adjacent On-Site Collocation - DS-1 Racking**

(N)

A SWBT-provided arrangement that provides racking within the eligible structure in support of the DS-1 interconnection arrangements used with Adjacent On-Site Collocation.

20.13.7 **Adjacent On-Site Collocation - DS-3 Racking**

(N)

A SWBT-provided arrangement that provides racking within the eligible structure in support of the DS-3 interconnection arrangements used with Adjacent On-Site Collocation.

20.14 **Optical Interconnection Arrangement**

(T) (M)

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the SWBT network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SWBT Fiber Distribution Frame. Rates and charges are as found in Paragraph 21.14 following.

(T)
(M)

20.15 **Timing Interconnection Arrangement** (Optional)

Optional timing terminal blocks within the collocator designated bay or rack accommodating one hundred (100) Timing Source interconnections. Rates and charges are as found in Paragraph 21.15 following.

20.16 **This paragraph intentionally left blank**

(T)

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20. **RATE ELEMENTS** (Cont'd)

20.17 **DC Power Delivery Arrangement**

(N)

The DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide 40, 100 or 200 AMPS of power (expressed as 2-20 Amp feeds, 2-50 Amp feeds, or 2-100 Amp feeds), to caged and caged common collocation. For cageless, the collocator will provide and install their own power cable feeds with an SWBT approved power installation vendor and the rate will only include rack occupancy for the power cables. For Adjacent On-Site Collocation, the DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide 200, 400, 600, or 800 Amps of power (expressed as 2-100 Amp feeds, 2-200 Amp feeds, 2-300 Amp feeds, or 2-400 Amp feeds). For Adjacent On-Site Collocation, the collocator is responsible for providing a BDFB (or its equivalent) that is capable of terminating the DC Power Delivery Arrangement from SWBT. Rates and charges are as found in Paragraph 21.17 following.

(N)

20.18 **Conduit Space**

(T)

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.18 following.

20.19 **Entrance Fiber Charge, Per Cable Sheath**

The Entrance Fiber charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT-designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. It also includes the cable rack occupancy charges for the entrance fiber from the vault to the collocation area. Rates and charges are as found in Paragraph 21.19 following.

(T)

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20. **RATE ELEMENTS** (Cont'd)

20.20 This paragraph intentionally left blank

(T)
(D)

(D)

20.21 This paragraph intentionally left blank

(T)
(D)

(D)

20.22 **Miscellaneous Charges**

Consists of one-time charges for miscellaneous construction-related activities associated with additions or removal of components used in caged collocation arrangements. The Cage Wire Partition Removal Charge is applied to collocators who choose to combine floor space in caged collocation arrangements by requesting that a common cage wire partition be removed between their adjacent cages. Rates and charges per lineal foot are as found in Paragraph 21.22 following.

(D)

20.23 **CEVs, Huts, and Cabinets - Planning Fee and Rack Mounting Space**

(T)

The CEV, Hut and Cabinet Charge consists of a planning fee per request to engineer the collocator's request and a rack mounting space charge per two inch vertical mounting space in a standard equipment mounting rack 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 and adjacent equipment. Rates and charges are as found in Paragraph 21.23.

(N)

(N)

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(T)

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20. **RATE ELEMENT** (Cont'd)

20.24 **Pre-visits**

General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings nor make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen minute increments. Rates and Charges are as found in Paragraph 21.24.

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| (T)

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20. **RATE ELEMENT** (Cont'd)

20.25 **Construction Inspections**

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.25.

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20. **RATE ELEMENTS** (Cont'd)

20.26 **Adjacent On-Site Structure Arrangements**

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will provide the following sub-elements where space is available and it is technically feasible. Rates and charges for these sub-elements are as found in Paragraph 21.26 following.

(D)

(D)

(M) (T)

(A) Planning Fee

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Texas, recovers SWBT costs incurred to estimate the quotation of charges and to engineer the Collocator's request for the physical collocation arrangements. An initial Planning Fee will apply to the Collocator's Adjacent On-Site collocation request. Requests for cabling additions after completion of the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent, Cabling Only Planning Fee. A major revision to the initial request for physical collocation that changes 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 Paragraph 21.26 following.

(T)

(N)

(B) Land Rental

Land Rental provides for the land space (includes existing site improvements, excluding building and utilities) on a square foot basis used by the Adjacent On-Site Collocation Arrangement.

(C) Extension of 100 Amp AC Service (Optional)

This rate element provides for the extension of 100 AMP AC serviced up to 200 cable feet from the Central Office switchboard to the Adjacent On-Site Structure (optional).

(D) AC Usage

If the Collocator elects for the extension of 100 Amp AC Service to the Adjacent On-Site Collocation Arrangement, this rate element provides for the use of AC service on a kilowatt-hour basis.

(M) (N)

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(D) (T)
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20. **RATE ELEMENTS** (Cont'd)

20.26 **Adjacent On-Site Structure Arrangements** (Cont'd)

(E) **Cable Rack**

(N)

The Cable Rack sub-elements provide for the cable racking required to support DC Power Cable, Fiber Cable, and Interconnection Arrangements (Copper).

(F) **Conduit**

(N)

The Conduit sub-elements provide for the cable entrance (wall opening) and conduit required to support DC Power Cable, Fiber Cable, and Interconnection Arrangements (Copper) on a per duct bank basis that is comprised of six, four-inch PVC conduits, each 25 feet long.

20.26.1 **Adjacent Off-Site Arrangement**

(M)

If the collocator elects to provide an adjacent off-site structure as defined in Section 2 of this tariff and as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Paragraph 21.26.1 following.

(M)

(A) **Planning Fee/CLEC Request**

(N)

Planning Fee/CLEC Request - This rate element includes the Engineering and planning manpower required to establish a specified arrangement. Rates and charges are as found in Paragraph 21.26.1.

(N)

20.27 **Space Availability Report Charge**

(T)

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

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(D)
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20. **RATE ELEMENTS** (Cont'd)

20.27 **Space Availability Report Charge (cont'd)**

(M)

modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.27 following.

20.28 **Collocation to Collocation Connection**

This rate element includes physical-to-physical and cageless-to-cageless connection options.

(A) **Fiber Cable**

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements within the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(B) **Copper Cable (28 DS1s)**

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements within the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

(M)
(D)

(C) **Coax Cable (1 DS3)**

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements within the Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.28.

20.29 **Rooftop or Premises Space Rental**

The Rooftop or Premises Space rental rate recovers SWBT's cost for renting to the Collocator space on the Rooftop or Premises space for the placement of microwave equipment, including antenna (s), mounts, pole or tower, and associated support equipment, maintenance of the Cable Entry Hatch, access feasibility, roof location determination, application review, corporate real estate, review of application, and implementation of authorizations. This rate is found in Paragraph 21.29.

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20. **RATE ELEMENTS** (Cont'd)

20.30 **Antenna (ODU) to Collocation Connection**

This rate element includes the cabling connection from the antenna to the physical or virtual collocation arrangements. The rate per month covers the cost of the shared rack. The nonrecurring charge covers the cost to SWBT for engineering the connecting cable route and the engineering and construction of the dedicated rack.

(A) **Fiber Cable**

This rate element provides for direct cabling using fiber optic between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

(B) **Waveguide Cable**

This rate element provides for direct cabling using waveguide between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

(C) **Coaxial Cable**

This rate element provides for direct cabling using coaxial cable between a microwave antenna and a collocation arrangement at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in 21.30.

20.31 **Cable Entry Hatch**

This non-recurring element covers the cost to SWBT of engineering, furnishing and installing the weatherproof housing and penetration. The rate is as specified in 21.31.

20.32 **SONET Interconnection Arrangements**

This rate element provides for the ability of collocators to interconnect with SWBT using OC3 and OC12 SONET interconnections. This rate element presumes that the collocator has also acquired a fiber interconnection arrangement.

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**PHYSICAL COLLOCATION
(SERVICES AND RATES)**

21. RATES AND CHARGES

The following rates and charges apply for physical collocation requests:

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PHYSICAL COLLOCATION
(SERVICES AND RATES)

21. RATES AND CHARGES

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The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
21.2 <u>Caged Collocation</u>			
Planning Fee			
Initial (per request)	NRBCE	None	\$3,536.95 (R)
Central Office Planning (per SF)	C1FHC	\$0.22 (I)	None
Subsequent	NRBZD	None	\$1,224.33 (R)
Cable Only	NRB5H	None	\$1,224.33 (I) (N)
Non-Standard	NRBZE	None	\$1,436.00
Physical Land and Building Charge			
Per Cage Square Foot	C1FHD	\$6.24 (I)	None
Physical Cage Preparation Charge			
Per Cage Square Foot	C1FHE	\$1.02 (I)	None (R)
Heating, Ventilation and Air Conditioning			
Per each 10 amps	SP11T	\$4.01 (I)	None (R)
Physical Cable Racking Charge			
Per Cage Square Foot	C1FHF	\$0.38	None
Physical Grounding			
Per Cage Square Foot	C1FHG	\$0.04	None (R)
Safety and Security			
Per Cage Square Foot	SP14N	\$0.62 (I)	None
RSM Option (Per Request)			
Additional Dedicated HVAC Charge			
Per Request	NRB1H	None	\$3,100.00
Dedicated Power Plant Floor Space Charge			
Per Request	SP1SY	\$394.00	None

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PHYSICAL COLLOCATION
(SERVICES AND RATES)

20. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

21.3	<u>Cageless Collocation</u>	USOC	Monthly	
		Nonrecurring	<u>Rate</u>	<u>Charge</u>
	Planning Fee			
	Initial (per Request)	NRB5J	None	\$4,489.21
	Subsequent, Cabling Only (per Request)	NRB5K	None	\$1,360.37
	Land and Building Charge, per Relay Rack	SP11Q	\$30.65 (I)	None
	Relay Rack Charge (Optional), per rack	SP11R	\$16.60 (I)	None
	Heating, Ventilating and Air Conditioning (Per each 10 Amps)	SP11T	\$4.01	None
	RSM Option			
	Additional Dedicated HVAC Charge			
	per Request	NRB1H	None	\$3,100.00
	Dedicated Power Plant Floor Space Charge			
	per Request	SP1SY	\$394.00	None

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PHYSICAL COLLOCATION
 (SERVICES AND RATES)

21. Rates and Charges (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
21.4 Caged Common Collocation				
Planning Fee				
Initial	SP11Y	\$1.01 (I) (Per linear foot)	\$2,992.81 (Per Request)	(T) (N)
Subsequent, Cabling Only (Per Request)	NRB5L	None	\$1,224.33 (R)	
Land and Building Charge (Per linear foot)	SP11Z	\$28.99 (I)	None	(T) (N)
Cage Preparation Charge (Per linear foot)	SP117	\$3.73 (I)	None	(T)
Heating, Ventilation and Air Conditioning Per each 10 Amp	SP112	\$4.01	None	(N)
Physical Cable Racking Charge (Per linear foot)	SP111	\$5.81 (I)	None	(N)
Physical Grounding (Per linear foot)	SP118	\$0.19 (I)	None	(N)
Safety and Security (Per linear foot)	C1FHH	\$2.89 (I)	None	
RSM Option				
Additional Dedicated HVAC Charge Per Request	NRB1H	None	\$3,100.00	
Dedicated Power Plant Floor Space Charge Per Request	SP1SY	\$394.00	None	(T)
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PHYSICAL COLLOCATION
(SERVICES AND RATES)

20. **RATES AND CHARGES** (Cont'd)

The following rates and charges apply for physical collocation requests:

<u>USOC</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
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21.13 Interconnection Arrangement Options

Shielded Cable Arrangement (Optional for all types of physical collocation)	SP14S \$12.76	\$2,817.00
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Caged Collocation

- DS1 Arrangement (Per 28DS1)

<u>Connection to DCS</u>	SP1QM	\$173.22 (I)	\$1,830.99 (R)	(T)
<u>Connection to DSX</u>	SP1T3	\$30.95 (I)	\$1,830.99 (R)	(T)

- DS3 Arrangement (1 DS3)
(DSX or DCS), Each

<u>Connection to DCS</u>	SP1T5	\$173.22 (I)	\$467.89 (R)	(T)
<u>Connection to DSX</u>	SP1QN	\$12.79 (I)	\$467.89 (R)	(T)

Voice Grade/DS0 Arrangements
Arrangement Each

(per 100 circuits)	SP1QQ	\$6.39 (R)	\$1,205.78 (R)	(T)
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Cageless Collocation

- DS1 Arrangement (Per 28 DS1)

<u>Connection to DCS</u>	C1FHJ	\$173.22 (R)	\$1,830.99	(T)
<u>Connection to DSX</u>	C1FJV	\$30.95 (I)	\$1,830.99	(T)

- DS3 Arrangement (1 DS3)
(DSX or DCS), Each

<u>Connection to DCS</u>	C1FJX	\$173.22 (I)	\$467.89	(T)
<u>Connection to DSX</u>	C1FJZ	\$12.79 (I)	\$467.89	(T)

Voice Grade DS0
Arrangement Each

(per 100 circuits)	SP13E	\$6.44 (I)	\$1,205.78 (I)	(T)
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PHYSICAL COLLOCATION
(SERVICES AND RATES)

22. RATES AND CHARGES (Cont'd)

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22.13 Interconnection Arrangement Options

Caged Common Collocation

- DS1 Arrangement (Per 28 DS1)

<u>Connection to DCS</u>	C1FHK	\$173.22 (R)	\$1,830.99	(T)
<u>Connection to DSX</u>	C1FJW	\$30.95 (I)	\$1,830.99	(T)

- DS3 Arrangement (1 DS3)
(DSX or DCS), Each

<u>Connection to DCS</u>	C1FJY	\$173.17 (I)	\$467.89	(D)
<u>Connection to DSX</u>	C1FJ1	\$12.79 (I)	\$467.89	(D)

Voice Grade Interconnection
Arrangement, Each
(per 100 circuits) SP13F \$6.39 (I) \$1,205.78

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PHYSICAL COLLOCATION
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21 **RATES AND CHARGES** (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	Monthly Rates	Nonrecurring Charge	(D) (T)
21.13 Interconnection Arrangement Options (cont'd)				
Adjacent On-Site Collocation				
- DS1				
- Arrangement (per 28 DS1s)				
<u>Connection to DCS</u>	SP12L	\$172.61 (R)	\$2,341.45	
<u>Connection to DSX</u>	SP12R	\$30.33 (I)	\$2,341.45	
<u>DS1 Racking</u>	C1FHN	\$0.64 (I)	None	
- DS3 Arrangement (1 DS3) (DSX or DCS), Each				
<u>Connection to DCS</u>	SP123	\$172.60 (I)	\$ 598.33	
<u>Connection to DSX</u>	SP127	\$12.18 (I)	\$ 598.33	
DS3 Racking	SP13C	\$0.64 (I)	None	
Voice Grade/DS0 Arrangements				
(per 100 circuits)	SP13G	\$6.29 (I)	\$1,371.93	(D) (T)
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21.13 RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
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21.13 Interconnection Arrangement Options (cont'd)

Adjacent Off-Site Collocation

- DS1				
<u>Arrangement (Per 28 DS1s)</u>				
<u>Connection to DCS</u>	SP12N	\$173.22 (R)	\$1,830.99	
<u>Connection to DSX</u>	SP12T	\$30.95 (I)	\$1,830.99	
DS1 Arrangement - MDF (per 450 DS1)				
Arrangement each	SP12W	\$311.46 (I)	\$ 488.48 (I)	
Voice Grade/DS0 Arrangements (per 900 pair)				
Arrangement Each	SP13J	\$311.46 (I)	\$488.48 (I)	(T)

21.14 Optical Interconnection Arrangements

Caged Collocation

- Optical Arrangements (12 pairs) SP1QR \$8.64 (R) \$3,377.87 (I)

Cageless Collocation

- Optical Arrangements (12 pairs) SP13L \$8.64 (I) \$2,933.42

Caged Common Collocation

- Optical Arrangements (12 pairs) SP13M \$8.64 (I) \$3,377.87

Adjacent On-Site Collocation

- Optical Arrangements (12 pairs) SP13N \$8.67 (I) \$3,751.22

Adjacent Off-Site Collocation

- Optical Arrangements (12 pairs) SP13P \$9.84 (I) \$3,373.05 (I)

21.15 Timing Interconnection Arrangement

(100 pairs) SP1QS \$0.85 \$160.00

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21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
21.17 DC Power Delivery Arrangement				
<u>Caged</u>				(M)
- Two 20 amp feeds	C1FHO	None	\$389.03 (R)	(N)
- Two 50 amp feeds	C1FHP	None	\$643.12 (R)	
- Two 100 amp feeds	C1FHQ	None	\$2,525.18 (R)	(N)
<u>Cageless Collocation</u>				
- Per cable rack	SP13Q	\$0.10	None	
<u>Caged Common Collocation</u>				
- Two 20 amp feeds	C1FHR	None	\$389.03 (I)	(N)
- Two 50 amp feeds	C1FHS	None	\$643.12 (I)	
- Two 100 amp feeds	C1FHT	None	\$2,525.18 (I)	(N)
<u>Adjacent On-Site Collocation</u>				
- Two 100 amp feeds	C1FHU	\$2.64 (R)	\$5,088.60 (R)	(N)
- Two 200 amp feeds	C1FHV	\$5.27 (R)	\$9,723.18 (R)	
- Two 300 amp feeds	C1FHW	\$5.27 (I)	\$11,683.94 (I)	
- Two 400 amp feeds	C1FHX	\$7.91 (I)	\$17,298.89 (I)	(N)

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21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	
21.18 Conduit Space (per innerduct)	C1FHY	\$1.17	None	(T)
21.19 Entrance Fiber Charge				
Caged Collocation				
Per Cable	SP1Q9	\$3.29 (I)	\$879.26 (I)	
Caged Common Collocation				(T)
Per Cable	SP135	\$3.29 (I)	\$879.26 (R)	(T)
Cageless Collocation				
Per Cable	SP134	\$14.87 (I)	\$1,123.50 (I)	
Adjacent On-Site Collocation				
Per Cable	SP136	\$1.00 (I)	\$976.96 (R)	
Racking (Per Rack)	SP137	\$2.42 (I)	None	
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21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>	<u>(E)</u>
21.22 Miscellaneous Collocation Charges				
Cage Wire Partition removal (per linear foot)	NRBYV	None	\$164.00	
21.23 Rack Mounting Space				
Space in Cabinets				
- Planning Fee	NRB1G	None	\$260.00	
- Large Cabinet Size	SP1QZ	\$7.20	None	
- Medium Cabinet Size	SP1Q1	\$8.15	None	
- Small Cabinet Size	SP1Q2	\$9.70	None	
- Space in Huts				
- Maxihut	SP1Q3	\$4.00	None	
- Minihut	SP1Q4	\$3.35	None	
- Space in CEVs				
- 24 foot	SP1Q5	\$5.40	None	
- 16 foot	SP1Q6	\$7.20	None	
21.24 Pre-Visits				
CPAT (15 minutes)	NRB11	None	\$15.04	
Loop Electronic Coordinator (15 minutes)	NRB12	None	\$15.04	
Floor Space Planner (15 minutes)	NRB13	None	\$15.04	
Craft (15 minutes)	NRB14	None	\$12.45	
21.25 Construction Inspections				
- Project Manager (15 minutes)	NRB15	None	\$15.04	
- CPAT (15 minutes)	NRB16	None	\$15.04	
21.26 Adjacent On-Site Structure Arrangements				
- Planning Charges				
- Initial (per request)	SP139	None	\$6,121.65	
- Subsequent, Cabling Only	SP14V	None	\$1,224.33	
- Land Rental (per square foot)	SP14T	\$0.44	None	
- AC Usage, per KWH	SP14E	\$0.05	None	
- Extension of AC Electrical Service	SP14D	None	\$6,447.00	
Cable Rack				
- DC Power Cable Rack	C1FHZ	\$80.96	None	
- Fiber Cable Rack	C1FH1	\$27.50	None	
Interconnection Arrangement				
- Copper Cable Racking	C1FH2	\$40.85	None	

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21. RATES AND CHARGES (Cont'd)

The following rates and charges apply for physical collocation requests:

		USOC	Monthly Rate	Non-recurring Charge	(E)
21.26.1 Adjacent Off-site Arrangement					
	Conduit, per conduit duct				
	- DC power conduit	C1FH3	None	\$5,545.50	
	- Fiber Entrance conduit	C1FH4	None	\$3,937.01	
	- Interconnection Arrangement Copper Conduit	C1FH5	None	\$5,545.50	
	Planning, Per Request	SP14W	None	\$1,904.51	
21.27	Collocation Space Availability Report Charge				
	- Report Fee, per Report and per Eligible Structure Requested	NRBYX	None	\$204.06	
21.28	Collocation to Collocation Connection				
	Physical to Physical				
	- Copper Cable (28 DS1)	SP16D	\$0.78	\$1,830.99	
	- Coax Cable (1 DS3)	SP16G	\$0.78	\$467.89	
	- Fiber Cable (12 Fibers)	SP16A	\$1.25	\$2,933.42	
	Cageless to Cageless				
	- Copper Cable (28 DS1)	C1FH7	\$0.78	\$1,830.99	
	- Coax Cable (1 DS3)	C1FH8	\$0.78	\$467.89	
	- Fiber Cable (12 Fibers)	C1FH6	\$1.25	\$2,933.42	
21.29	Rooftop Rental				
	- Per Square Foot	C1FH9	\$3.01	None	
21.30	Antenna to Collocation				
	(1) Fiber Cable				
	Collocator Provides Cable and Installs, SWBT Engineers	C1FJA	\$0.84	\$165.22	
	(2) Waveguide				
	Collocator Provides Cable and Installs, SWBT Engineers	C1FJB	N/A	N/A	
	(3) Coax Cable				
	Collocator Provides Cable and Installs SWBT Engineers	C1FJC	\$0.76	\$33.04	

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21.32 SONET Interconnection Arrangements (Cont'd)

The following rates and charges apply for physical collocation requests:

	USOC	Monthly Rate	Nonrecurring Rates	(M)
21.31 Cable Entry Hatch	C1FJD	None	\$3,800.00	
21.32 SONET Interconnection Arrangements				
Caged Collocation				
- OC3 Interconnection (OC3)	C1FJE	\$303.84	None	
- OC12 Interconnection (OC12)	C1FJF	\$1,175.80	None	
Cageless Collocation				(M)
- OC3 Interconnection (OC3)	C1FJG	\$303.84	None	
- OC12 Interconnection (OC12)	C1FJH	\$1,175.80	None	
Caged Common Collocation				
- OC3 Interconnection (OC3)	C1FJJ	\$303.84	None	
- OC12 Interconnection (OC12)	C1FJK	\$1,175.80	None	
Adjacent On-Site Collocation				
- OC3 Interconnection (OC3)	C1FJL	\$303.84	None	
- OC12 Interconnection (OC12)	C1FJM	\$1,175.80	None	
Adjacent Off-Site Collocation				
- OC3 Interconnection (OC3)	C1FJN	\$303.84	None	
- OC12 Interconnection (OC12)	C1FJO	\$1,175.80	None	

Note: The terms and conditions of this tariff, including rates and charges, may be modified by appeals of Project/Docket No.21333. True-ups, refunds or surcharges could occur if such an appeal alters the rates and charges in this tariff.

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