

Richard Chapkis
Vice President and General Counsel, Southeast Region
Legal Department

ORIGINAL



FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-1256
Fax 813 204-8870
richard.chapkis@verizon.com

February 4, 2004

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

COMMISSION
CLERK

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040123 - TP

Re: Docket No.
Petition for Approval of Amendment No. 1 to the Interconnection, Resale,
Unbundling and Collocation Agreement Between CAT Communications
International, Inc. and Verizon Florida Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of Amendment No. 1 to the Interconnection, Resale, Unbundling
and Collocation Agreement with CAT Communications International, Inc. The
amendment consists of a total of three pages. Service has been made as indicated
on the Certificate of Service. If there are any questions regarding this matter, please
contact me at (813) 483-1256.

Sincerely,

Richard A. Chapkis

Richard Chapkis

RC:tas

Enclosures

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Amendment No. 1 to) Docket No.
the Interconnection, Resale, Unbundling and) Filed: February 4, 2004
Collocation Agreement Between CAT)
Communications International, Inc. and)
Verizon Florida Inc.)
_____)

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 1 TO THE INTERCONNECTION, RESALE, UNBUNDLING
AND COLLOCATION AGREEMENT WITH
CAT COMMUNICATIONS INTERNATIONAL, INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to its interconnection, resale, unbundling and collocation agreement with CAT Communications International, Inc. (CCI). In support of this petition, Verizon states:

The Verizon/CCI agreement was approved by the Commission on May 22, 2003 in Docket No. 030193-TP. The attached amends Sections 21.1.1 and 21.1.2 of the General Terms and Conditions of the agreement relating to Insurance Terms.

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

Respectfully submitted on February 4, 2004.

By:

Richard A. Chapkis

Richard Chapkis
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON FLORIDA INC.

and

CAT COMMUNICATIONS INTERNATIONAL, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 27th day of January 2003 (the "Effective Date"), by and between Verizon Florida Inc., a Florida corporation ("Verizon") with its principal place of business at 201 N. Franklin Street, Tampa, Florida 33602-5167 and Cat Communications International, Inc., a Virginia corporation ("CCI") with its principal place of business at 3435 Chip Drive NE, Roanoke, Virginia 24012. (Verizon and CCI may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and CCI are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated February 19, 2003 (the "Agreement").

WHEREAS, subsequent to the approval of the Agreement, the parties agreed to amend the Agreement as set forth herein; and

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

1. **Insurance Terms**. The Parties agree that the Terms shall be amended by replacing the Sections 21.1.1 and 21.1.2 of the General Terms and Conditions of the Agreement with:

- 21.1.1 To the extent CCI obtains only resale Services and/or UNE Platform combination Services under this Agreement, Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence. In the event CCI obtains Services other than resale Services or UNE Platform combination Services under this Agreement, Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

- 21.1.2 To the extent CCI obtains only resale Services and/or UNE Platform combination Services under this Agreement, Commercial Motor Vehicle (Automobile) Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit for each occurrence. In the event CCI obtains Services other than resale Services or UNE Platform combination Services under this Agreement, Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Effective Date.

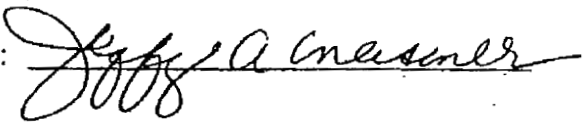
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CAT COMMUNICATIONS INTERNATIONAL, INC.

VERIZON FLORIDA INC.

By: 

By: 

Printed: Steve Fralin

Printed: Jeffrey A. Masoner

Title: Vice President Operations

Title: Vice President – Interconnection Services

Date: 1/15/04

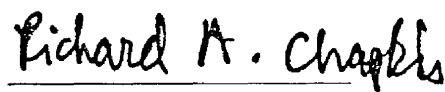
Date: 11/27/04

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 1 to the Interconnection, Resale, Unbundling and Collocation Agreement with CAT Communications International, Inc. were sent via overnight delivery(*) on February 3, 2004 and U.S. mail(**) on February 4, 2004 to:

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

CAT Communications International, Inc.(**)
Attention: Steve Fralin
Vice President-Operations
3435 Chip Drive NE
Roanoke, VA 24012


Richard Chapkis