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May 11, 2001

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

010737-TP

Re: Docket No.
Petition for Approval of Supplemental Agreement No. 2 Between Verizon
Florida Inc. and Verizon Advanced Data Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of Supplemental Agreement No. 2 with Verizon Advanced Data
Inc. The Supplemental Agreement consists of a total of 12 pages. Service has been
made as indicated on the Certificate of Service. If there are any questions regarding
this matter, please contact me at (813) 483-2617.

Very truly yours,

or Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
05923 MAY 11 2001
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Supplemental)
Agreement No. 2 Between Verizon Florida Inc.)
and Verizon Advanced Data Inc.)
_____)

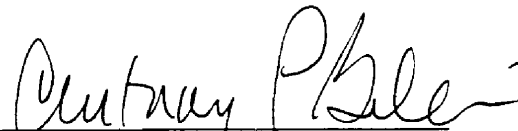
Docket No. 510737-TP
Filed: May 11, 2001

**PETITION FOR APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2
BETWEEN VERIZON FLORIDA INC. AND VERIZON ADVANCED DATA INC.**

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Supplemental Agreement No. 2 between Verizon and Verizon Advanced Data Inc. (VADI) (formerly, Bell Atlantic Network Data, Inc.). Verizon's petition for approval of VADI's Section 252(i) adoption of the terms of the interconnection agreement between Verizon and NorthPoint Communications, Inc. was approved by the Commission by Order No. PSC-00-1407-FOF-TP issued August 1, 2000 in Docket No. 000790-TP. Supplemental Agreement No. 2 amends the terms in the original agreement to provide for additional collocation services as set forth in the Collocation Attachment and Pricing Appendix attached hereto.

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

Respectfully submitted on May 11, 2001.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

05923 MAY 11 01

FPSC-RECORDS/REPORTING

SUPPLEMENTAL AGREEMENT NO. 2

between

VERIZON FLORIDA INC., f/k/a GTE FLORIDA INCORPORATED

and

VERIZON ADVANCED DATA INC.

VERIZON FLORIDA INC., f/k/a GTE FLORIDA INCORPORATED ("Verizon"), a Florida corporation, and VERIZON ADVANCED DATA INC. a Delaware corporation ("VADI"), enter into this Supplemental Agreement No. 2 regarding Collocation Services, dated as of June 29, 2000. Verizon and VADI each are referred to individually as a "Party" and collectively as the "Parties". This Supplemental Agreement No. 2 covers services in the state of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated June 14, 2000 (the "Adoption Letter"), VADI adopted in the State, pursuant to Section 252(i) of the Act, the interconnection agreement between NorthPoint Communications Incorporated-FL and Verizon (the "Terms");

WHEREAS, the Parties desire to supplement the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the terms and conditions set forth in the Collocation Attachment and Pricing Appendix to Collocation Attachment attached hereto shall govern the provisions of Collocation services..
2. Conflict between this Supplemental Agreement No. 2 and the Terms. This Supplemental Agreement No. 2 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 2. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 2 and the terms and provisions of the Terms, this Supplemental Agreement No. 2 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 2 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 2, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

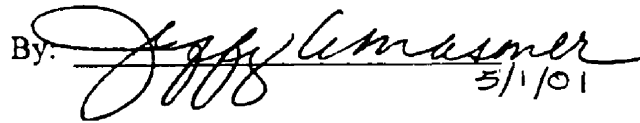
3. Counterparts. This Supplemental Agreement No. 2 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 2 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 Supplemental Agreement No. 2.

5. Scope of this Supplemental Agreement No. 2. This Supplemental Agreement No. 2 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 2, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 2, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 2 to be duly executed and delivered by their authorized representatives as of the date first set forth above.

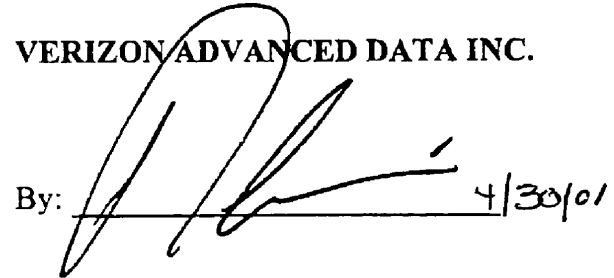
VERIZON FLORIDA INC.,
f/k/a GTE FLORIDA INCORPORATED

By: 
5/1/01

Name: Jeffrey A. Masoner

Title: Vice President - Interconnection Services
Policy & Planning

VERIZON ADVANCED DATA INC.

By:  4/30/01

Name: John S. Cullina

Title: Secretary

COLLOCATION ATTACHMENT ADDITIONAL SERVICES

General

Verizon shall provide additional collocation services in accordance with, and subject to, the rates, terms and conditions of this Supplemental Agreement and other applicable requirements of this Agreement.

The rates, terms and conditions of this Supplemental Agreement shall apply only to the extent that there are no corresponding rates, terms and conditions in an applicable Collocation Tariff. Subsequent to the execution of this Supplemental Agreement, Verizon also may elect to file a Collocation Tariff with provisions addressing any of the rates, terms and conditions specified in this Amendment. Any such filing will expressly supercede and replace the corresponding rate, term or condition specified in this Supplemental Agreement, and will render such rate, term or condition specified in this Supplemental Agreement null and void.

The terms and conditions of this Supplemental Agreement shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Supplemental Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Supplemental Agreement, the parties shall promptly renegotiate in good faith and amend in writing this Supplemental Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Supplemental Agreement to Applicable Law.

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service otherwise required to be provided to VADI hereunder, then Verizon may discontinue the provision of any such Service. Verizon shall provide thirty (30) days prior written notice to VADI of any such discontinuance of a Service, unless a different notice period or different conditions are mandated by Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

By agreeing to the rates, terms, and conditions of this Supplemental Agreement or the collocation of any equipment hereunder: (1) Verizon does not waive, and expressly reserves, its rights to continue to challenge the legality of FCC Collocation Orders (including those in Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) Verizon does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence Verizon's position or intent with regard to future collocation requests; and (3) Verizon specifically reserves the right to further incorporate herein the decision

by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).

Virtual Collocation

Verizon will provide virtual collocation of permissible advanced services equipment to VADI as specified herein to the extent required by Applicable Law. The terms and conditions set forth in GTOC Tariff No. 1, Section 17, are incorporated by reference as if set forth fully herein. In the event of a conflict between the terms and provisions of this Supplemental Agreement and the terms and conditions set forth in GTOC Tariff No. 1, Section 17, this Supplemental Agreement shall govern, provided, however, that the fact that a term or provision appears in this Supplemental Agreement but not in GTOC Tariff No. 1, Section 17, or in GTOC Tariff No. 1, Section 17, but not in this Supplemental Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this section.

Permissible Equipment

VADI is responsible for providing only equipment that is necessary for interconnection or access to UNEs in a virtual collocation arrangement. VADI shall not provide for use in its virtual collocation arrangement equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs.

Obligations of VADI

1. VADI shall lease the virtually collocated equipment to Verizon for \$1.00 for the term of the Virtual Collocation arrangement.
2. VADI will provide a lockable metal storage cabinet or rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, for the storing of all VADI provided spare plug-ins/cards. When VADI elects to provide spare plug-in/card(s) on-site, VADI must provide an approved cabinet(s) for spare card storage before the virtual collocation arrangement is completed and service is established.

Fiber Optic Patchcord Cross Connect

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and VADI's collocated transmission equipment and facilities. The connection of the facilities would be made via a fiber optic patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

Pricing

The application and description of additional rates for virtual collocation arrangements and fiber optic patchcord cross connects provided pursuant to this Supplemental Agreement are set forth in Appendix 1 attached hereto. The rates identified in this Supplemental Agreement are interim in nature, and will be superseded upon the filing of a tariff addressing these rates in Florida. The parties shall cooperate to true-up amounts billed by Verizon to VADI and paid by VADI to Verizon based on the interim rates identified in this Supplemental Agreement once Verizon files a tariff addressing these rates in Florida. The true-up shall apply the tariffed rates back to the commencement of the collocation arrangement. The rates identified in this Supplemental Agreement may also be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

Non-Recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity. Verizon will provide CLEC written notification that virtual equipment is ready for joint acceptance testing and turn-up. Non-recurring charges for virtual collocation will commence upon completion of acceptance testing and turn-up or 10 business days following written notification, whichever occurs first. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC. The charges specified in Appendix 1 attached hereto include but are not limited to the following non-recurring charges.

Facility Cable – Category 5 Connectorized

The CLEC has the option of providing its own category 5 connectorized cable or Verizon may, at the request of the CLEC, provide the necessary cables in exchange for the Facility Cable Charge. The charge is applied to recover the material cost per category 5 cable.

Engineering/Installation Fee – Termination or Advanced Services Equipment

The Engineering/Installation Fees are to recover costs associated with work performed by Verizon to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install CLEC designated termination or advanced services equipment for virtual collocation.

The Engineering/Installation Fee applies to the installation of 1) specific base modules and 2) transmission or advanced services equipment cards required by the CLEC per the collocation application.

DS0 card installations are also available in ranges of 144 to 224, 225 to 448, 449 to 784, 785 to 1232, 1233 to 1680, 1681 to 2128, 2129 to 2576 and 2577 to 3024 blocks. The Engineering/

Installation Fee for DS0 Blocks is applied for the initial installation of the block and determined by the range in which the number of DS0s ordered appears. Subsequent additions of DS0s to the block will be charged the Per DS0 Card Installed Fee. For example, an installation request for a block of 200 DS0s will be charged the DS0 Block Fee of the 144 to 224 range. A subsequent request for (30) more DS0s will be charged (30) DS0 Per Card Installed Fees. A subsequent request for another DS0 Block for an additional 150 DS0s will be charged the DS0 Block Fee of the 144 to 224 range.

Software Upgrades Advanced Services Equipment

The Software Upgrade Advanced Services Equipment Charge recovers the cost for the time associated to accommodate CLEC requests for software upgrades to virtually collocated advanced services equipment.

Fiber Optic Patchcord Pull/Termination – Engineering

The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLEC's collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

Fiber Optic Patchcord Pull

The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

Fiber Optic Patchcord Termination

The Fiber Optic Patchcord Termination Charge is applied per fiber connector terminated and recovers the labor cost to terminate the fiber connection.

Fiber Optic Patchcord Material Charge

The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

Monthly Recurring Charges

The following are monthly charges that apply each month or fraction thereof that the virtual collocation arrangement and/or the Fiber Optic Patchcord Cross Connect arrangement is provided.

Verizon will provide CLEC written notification that virtual equipment is ready for joint acceptance testing and turn-up. Monthly charges for virtual collocation will commence upon completion of acceptance testing and turn-up or 10 business days following written notification, whichever occurs first. The charges specified in Appendix 1 attached hereto include but are not limited to the following monthly recurring charges.

Transmission Equipment Maintenance

The Transmission Equipment Maintenance Charge is a monthly recurring charge associated with maintenance of the CLEC designated termination equipment. The charge is applicable per base module.

Advanced Services Equipment Maintenance

The Advanced Services Equipment Maintenance Charge is a monthly recurring charge associated with maintenance of the CLEC designated advanced service equipment. The charge is applicable per base module.

Facility Termination – Fiber Optic Patchcord

The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

Fiber Optic Patchcord Duct Space

The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.

**PRICING APPENDIX 1
TO THE COLLOCATION ATTACHMENT**

Virtual Collocation Rate Elements				
	Elements	Increment	NRC/MRC	Rate
Non-Recurring Prices				
1	Minor Augment Fee	per occurrence	NRC	See ICA
2	Engineering/Installation Fee – Splitters	per base unit	NRC	\$1,707.34
3	BITS Timing	per project	NRC	See ICA
4	Cable Support Charge	per project	NRC	See ICA
5	Fiber Cable Pull – Engineering	per project	NRC	See ICA
6	Fiber Cable Pull - Place Innerduct	per lin ft	NRC	See ICA
7	Fiber Cable Pull – Labor	per lin ft	NRC	See ICA
8	Fiber Cable Pull - Cable Fire Retardant	per occurrence	NRC	See ICA
9	Engineering Cost - Fiber Splice	per project	NRC	See ICA
10	Fiber Cable Splice	per fiber	NRC	See ICA
11	DC Power	per 40 amps	NRC	See ICA
12	Cable Material Charge	per project	NRC	See ICA
13	Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	\$331.00
14	Facility Cable - Category 5 Connectorized	per linear foot	NRC	\$1.09
15	Misc Svcs-Labor-Basic Bus Day-First 1/2 Hr	per Technician	NRC	See ICA
16	Misc Svcs-Labor-Basic Bus Day-Each Additional 1/2 Hr	per Technician	NRC	See ICA
17	Misc Svcs-Labor-OT Non-Bus Day - First 1/2 Hr	per Technician	NRC	See ICA
18	Misc Svcs-Labor-OT Non-Bus Day - Each Add'l 1/2 Hr	per Technician	NRC	See ICA
19	Misc Svcs-Labor-Premium Non-Bus Day - First 1/2 Hr	per Technician	NRC	See ICA
20	Misc Svcs-Labor-Premium Non-Bus Day - Each Add'l 1/2 Hr	per Technician	NRC	See ICA
21	Engineering/Installation Fee - OC1	per base unit	NRC	\$3,072.84
22	Engineering/Installation Fee - 90 Mbps	per base unit	NRC	\$3,072.84
23	Engineering/Installation Fee - OC3	per base unit	NRC	\$3,633.96
24	Engineering/Installation Fee - OC12	per base unit	NRC	\$4,195.08
25	Engineering/Installation Fee - OC24	per base unit	NRC	\$4,800.74
26	Engineering/Installation Fee - OC48	per base unit	NRC	\$5,406.40
27	Engineering/Installation Fee - NGDLC	per base unit	NRC	\$5,406.40
28	Engineering/Installation Fee - ATM	per base unit	NRC	\$10,267.22
29	Engineering/Installation Fee - DSL	per base unit	NRC	\$3,871.82
30	Engineering/Installation Fee - Frame Relay	per base unit	NRC	\$9,618.94
31	Engineering/Installation Fee - Router	per base unit	NRC	\$4,248.02
32	Card Engineering/Installation Fee per Optical Carrier - DS1	per card	NRC	\$205.30
33	Card Engineering/Installation Fee per Optical Carrier - DS3	per card	NRC	\$400.36
34	Card Engineering/Installation Fee - NGDLC	per card	NRC	\$102.65
35	Card Engineering/Installation Fee - ATM	per card	NRC	\$248.14
36	Card Engineering/Installation Fee - DSL	per card	NRC	\$195.47
37	Card Engineering/Installation Fee - Frame Relay	per card	NRC	\$248.14
38	Card Engineering/Installation Fee - Router	per card	NRC	\$210.52
39	Card Engineering/Installation Fee - SMDS	per card	NRC	\$210.52

Virtual Collocation Rate Elements				
	Elements	Increment	NRC/MRC	Rate
40	Software Upgrades - ATM	per base unit	NRC	\$94.05
41	Software Upgrades - DSL	per base unit	NRC	\$75.24
42	Software Upgrades - Frame Relay	per base unit	NRC	\$94.05
43	Software Upgrades - Router	per base unit	NRC	\$75.24
44	Software Upgrades - SMDS	per base unit	NRC	\$75.24
45	DSO Card Engineering/Installation Fee - Range 144-224	per DS0s within range	NRC	\$2,991.00
46	DSO Card Engineering/Installation Fee - Range 225-448	per DS0s within range	NRC	\$4,187.40
47	DSO Card Engineering/Installation Fee - Range 449-784	per DS0s within range	NRC	\$5,682.90
48	DSO Card Engineering/Installation Fee - Range 785-1232	per DS0s within range	NRC	\$7,477.50
49	DSO Card Engineering/Installation Fee - Range 1233-1680	per DS0s within range	NRC	\$9,272.10
50	DSO Card Engineering/Installation Fee - Range 1681-2128	per DS0s within range	NRC	\$11,066.70
51	DSO Card Engineering/Installation Fee - Range 2129-2576	per DS0s within range	NRC	\$12,861.30
52	DSO Card Engineering/Installation Fee - Range 2577-3024	per DS0s within range	NRC	\$14,655.90
Monthly Recurring Prices				
53	Cable Subduct Space - Manhole	per project	MRC	See ICA
54	Cable Subduct Space	per lin ft	MRC	See ICA
55	Fiber Cable Vault Splice - 48 Fiber-Materal	per splice	MRC	See ICA
56	Fiber Cable Vault Splice - 48 Fiber	per subduct	MRC	See ICA
57	Fiber Cable Vault Splice - 96 Fiber-Materal	per splice	MRC	See ICA
58	Fiber Cable Vault Splice - 96 Fiber	per subduct	MRC	See ICA
59	Cable Rack Space - Metallic	per occurrence	MRC	See ICA
60	Cable Rack Space - Fiber	per innerduct ft	MRC	See ICA
61	DC Power	per 40 amps	MRC	See ICA
62	Facility Termination - DS0	per 100 pr	MRC	See ICA
63	Facility Termination - DS1	per 28 pr	MRC	See ICA
64	Facility Termination - DS3	per DS3	MRC	See ICA
65	BITS Timing	per occurrence	MRC	See ICA
66	Advance Services Equipment Maintenance	per base unit	MRC	\$91.73
67	Transmission Equipment Maintenance	per base unit	MRC	\$288.38
68	Passive Equipment Maintenance - Splitters	per base unit	MRC	\$23.73



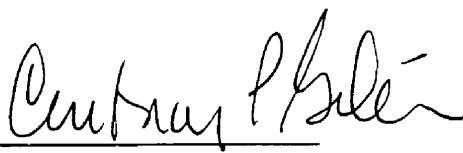
Fiber Optic Cross Connect Rate Elements				
	Elements	Increment	NRC/MRC	Rate
Non-Recurring Prices				
1	Facility or Fiber Optic Patchcord Pull/Term. - Engineering	per project	NRC	\$71.44
2	Fiber Optic Patch Cord-Dual Fiber (Connectorized)	per cable run	NRC	\$57.35
3	Fiber Optic Patch Cord Pull	per cable run	NRC	\$145.70
4	Fiber Optical Patch Cord Termination	per termination	NRC	\$0.94
Monthly Recurring Prices				
5	Facility Termination - Fiber Optic Patchcord	per connector	MRC	\$0.94
6	Fiber Optic Patchcord Duct Space	per cable	MRC	\$0.46

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Petition For Approval of Supplemental Agreement No. 2 Between Verizon Florida Inc. and Verizon Advanced Data Inc. was sent via overnight delivery on May 10, 2001 to:

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

Verizon Advanced Data Inc.
Attention: John S. Cullina, Esq.
1320 North Court House Road, 8th Floor
Arlington, VA 22201


bu Kimberly Caswell