

ORIGINAL



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

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

Phone 813 483-1256  
Fax 813 273-9825  
richard.chapkis@verizon.com

November 13, 2003

RECEIVED FPSC  
03 NOV 13 AM 11:39  
COMMISSION  
CLERK

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

Re: Docket No. 000834-TP  
Petition of Verizon Florida Inc. for Approval of Resale Agreement with  
Cat Communications International, Inc. d/b/a CCI

Dear Ms. Bayo:

On September 25, 2000, the above-referenced Petition was approved by the Commission. Due to a scribe's error, pages 12 and 13 of the original agreement have been revised. Enclosed are an original and five copies of the revised pages together with copies of a letter outlining the revisions which have been agreed to by Cat Communications International, Inc. Please replace the existing pages 12 and 13 with the enclosed revised pages. Thank you for your attention to this matter.

Sincerely,

*Richard A. Chapkis*

Richard A. Chapkis

RECEIVED & FILED  
*in*  
FPSC-BUREAU OF RECORDS

RAC:tas  
Enclosures

- AUS \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP  *for advice*
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- SEC
- OTH \_\_\_\_\_

Staff Counsel (w/e)  
Steve Fralin, Cat Communications International, Inc. (w/e)

DOCUMENT NUMBER-DATE

11336 NOV 13 03

FPSC-COMMISSION CLERK

Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

## **21. Insurance**

21.1 CCI shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, CCI shall maintain the following insurance:

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.
- 21.1.3 To the extent CCI obtains only resale Services and/or UNE Platform combination Services under this Agreement, Excess Liability Insurance, in the umbrella form, with limits of at least \$5,000,000 combined single limit for each occurrence. In the event CCI obtains Services other than resale Services or UNE Platform combination Services under this Agreement, Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 To the extent CCI obtains only resale Services and/or UNE Platform combination Services under this Agreement, Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence. In the event CCI obtains Services other than resale Services or UNE Platform combination Services under this Agreement, Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of CCI's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of CCI.
- 21.3 CCI shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 CCI shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, CCI's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Contract

Renee L. Ragsdale  
Manager - Contract Management  
Wholesale Markets



600 Hidden Ridge HQE03865  
Irving, Texas 75038

Phone 972 718-6889  
Fax 972 718-1279  
rene@ragsdale@verizon.com

October 14, 2003

Mr. Steve Fralin  
Cat Communications International, Inc.  
3435 Chip Drive NE  
Roanoke, VA 24012

**RE: NEGOTIATED INSURANCE LEVELS**

Dear Mr. Fralin:

In the agreements between Verizon and Cat Communications International for the states of California, Delaware, Florida, Illinois, Indiana, Massachusetts, Maryland, Michigan, North Carolina, New Jersey, Nevada, New York, Ohio, Pennsylvania (fBA), Pennsylvania (fGTE), Rhode Island, South Carolina, Texas, Virginia (fBA), Virginia (fGTE) and West Virginia, the Insurance in Section 21.1.1 and Section 21.1.2 of the General Terms and Conditions was incorrect due to a scribes error.

In order to correct this inadvertent error, Verizon will prepare replacement pages or amendments for the aforementioned agreements.

Please review the following change and indicate your acceptance by signing below and returning this fax to 972/718-1279:

- 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~~ ~~\$1,000,000~~ **\$2,000,000** 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.

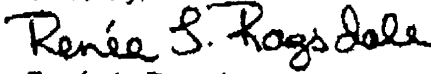
AGREE TO CORRECT INSURANCE

1

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 ~~\$2,000,000~~ \$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.

If you have any questions, please contact me at 972/718-6889.

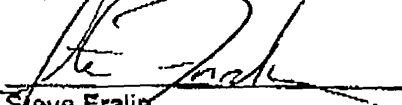
Sincerely,



Renée L. Ragsdale

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I agree to the changes as stated above.



Steve Fralin  
Cat Communications International, Inc.