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April 20, 2000

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

000469-TP

Re: Docket No.
Petition of GTE Florida Incorporated for Approval of First Amendment to the
Interconnection, Resale and Unbundling Agreement with NorthPoint
Communications, Incorporated

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's
Petition for Approval of First Amendment to the Interconnection, Resale and
Unbundling Agreement with NorthPoint Communications, Incorporated. The
amendment consists of a total of 26 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,

for
Kimberly Caswell
KC:tas
Enclosures

A part of GTE Corporation

DOCUMENT NUMBER-DATE

04922 APR 20 8

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of GTE Florida Incorporated for)
Approval of First Amendment to Interconnection,)
Resale and Unbundling Agreement with)
NorthPoint Communications, Incorporated)
_____)

Docket No. 000469-TP
Filed: April 20, 2000

**PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL
OF FIRST AMENDMENT TO INTERCONNECTION, RESALE AND UNBUNDLING
AGREEMENT WITH NORTHPOINT COMMUNICATIONS, INCORPORATED**

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the interconnection, resale and unbundling agreement with NorthPoint Communications, Incorporated. In support of this petition, GTE states:

The above agreement was approved by the Commission by Order No. PSC-99-0291-FOF-TP issued February 12, 1999 in Docket No. 981582-TP. The attached amendment reflects the FCC's new rules regarding collocation.

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

Respectfully submitted on April 20, 2000.

By: Antony P. Seller
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Attorney for GTE Florida Incorporated

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FPSC-BUREAU OF RECORDS

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FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE FLORIDA INCORPORATED
AND
NORTHPOINT COMMUNICATIONS, INCORPORATED**

THIS FIRST AMENDMENT to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective January 19, 1999, is by and between GTE Florida Incorporated and NorthPoint Communications, Incorporated ("NorthPoint") (GTE and NorthPoint being referred to collectively as the "Parties" and individually as a "Party"). This First Amendment covers services in the state of Florida (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated January 19, 1999 in Docket No. 98-1582 ("Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, the Federal Communications Commission ("FCC") issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48; and

WHEREAS, the Parties now wish to amend the Agreement to reflect such new FCC rules as follows;¹

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. Section 1 of Article IX of the Agreement shall be restated in its entirety to read as follows:

1. Collocation terms and conditions.

- 1.1 Except as provided in Section 1.2, the Parties agree that the terms and conditions in Attachments 1 and 2 to this Article IX shall govern the provision of collocation services pursuant to this Agreement, pending possible further future amendments.

- 1.2 A CLEC shall have the right to continue to order collocation services offered pursuant to GTE tariffs following the effective date of Attachments 1 and

¹ Notwithstanding this First Amendment, the Parties do not waive, and hereby expressly reserve, the right to challenge such FCC rules and/or whether this Amendment meets the requirements of those rules. The Parties further expressly reserve their rights pursuant to the "Changes in Legal Requirements" provision found in Article III, Section 35 of the Agreement, in the event that such rules are later modified or eliminated due to changes in legal requirements.

2. However, new collocation services ordered outside of said tariffs on or after said effective date will be provided pursuant to Attachments 1 and 2.

1.3 To the extent any terms and conditions contained in Attachment 1 and 2 conflict with other terms and conditions in this Agreement, the terms and conditions contained in the Agreement will prevail. If a Party disputes the application of a specific term or condition in Attachments 1 and 2, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of this Agreement.

1.4 Prices for collocation are identified in Attachment 2 and the GTE tariffs described in Section 1.2 above. The Parties acknowledge that the prices in Attachment 2 may be superceded by prices contained in future regulatory orders or as otherwise required by legal requirements (the "Final Prices"). To the extent the Final Prices, or the terms and conditions for application of the Final Prices, are different than the prices in Attachment 2, the Final Prices will be applied retroactively to the effective date of Attachment 2. The Parties will true-up any resulting over or under billing.

2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties².

GTE FLORIDA INCORPORATED

NORTHPOINT COMMUNICATIONS,
INCORPORATED

By: Connie Nicholas

By: Steven Gorosh

Name: Connie Nicholas

Name: Steven Gorosh

Title: Assistant Vice President
Wholesale Markets-Interconnection

Title: Vice President and
General Counsel

Date: April 13, 2000

Date: 4/13/00

² Notwithstanding the possible rejection or modification of this Amendment by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

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ATTACHMENT 1 COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Attachment 1 and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement (including the filing of any required reports). The terms and conditions of this 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. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings will be deemed to automatically supersede any conflicting terms and conditions of this Agreement. In addition, to the extent required or reasonably necessary, the Parties shall modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or administrative ruling. The Parties' consent herein shall not be considered a waiver of any rights identified, conferred or clarified by the FCC, or a waiver of any right to challenge, or to continue to challenge, as the case may be, any FCC ruling or order.

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house their equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem pursuant to terms and conditions agreed to by those CLECs. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The host CLEC and guest(s) are GTE's customers and have all the rights and obligations

applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the host is reimbursed for all or any portion of such charges by the guest(s). The host CLEC and the guest CLEC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. All terms and conditions for caged collocation as described in this Attachment 1 will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's (host CLEC-HC) caged collocation arrangement may be made available to a third party (guest CLEC-GC) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The HC would sublease the floor space to the GC pursuant to terms and conditions agreed to by the HC and GC involved. The GC(s) must each be independently collocated within the subleased caged space for the purposes set forth in this Agreement. For additional details on subleased caged collocation see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, CLEC's bay may be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The remainder of the terms of this Attachment 1 shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application

- 3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for the NorthPoint to contact to place a request for collocation. The point of contact will provide the NorthPoint with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form, terms and conditions of the CSP.
- 3.1.2 Application Form/Fee. NorthPoint requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Attachment 2 described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require NorthPoint to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. NorthPoint will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any reasonable additional charges on an individual case basis ("ICB") associated with complying with the requirements or to deny an application where extensive modifications are required.
- 3.1.3 Notification of Acceptance/Rejection. GTE will notify NorthPoint in writing within fifteen (15) days following receipt of the completed application if NorthPoint's requirements can or cannot be accommodated as specified. Should NorthPoint submit ten (10) or more applications within a ten (10) calendar day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof. The initial ten (10) applications received will be responded to within fifteen (15) days. The response interval for additional applications beyond the initial ten (10) submitted will be increased by ten (10) calendar days for every ten (10) additional applications.
- 3.1.4 Changes. The first application form filed by NorthPoint shall be designated the original application. Original applications are subject to modification by minor or major changes to the facilities requested in the application.
- 3.1.4.1 Minor changes are those requests that do not require additional power, HVAC, or changes in cage/floor space. The NorthPoint will be required to submit a revised application and any accompanying charges reasonably assessed by GTE, but the deliverable dates for the project will not change. GTE's obligations under an original application may also be modified by major changes.
- 3.1.4.2 Major changes are requests that add telecommunications equipment that requires GTE to provision additional AC or DC power or HVAC; change the size or location of the cage or floor space; or in the case of cageless collocation, request additional bays. At the election of NorthPoint, major changes may be handled in one of the following two methods to the extent technically feasible.

- (a) **Method 1: Additional Application.** NorthPoint may elect to have a major change treated by GTE as an additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of an additional application and non-refundable engineering fee, GTE will notify the NorthPoint in writing within fifteen (15) days following receipt of the completed additional application if the NorthPoint's additional requirements can or cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.
- (b) **Method 2: Change Application.** NorthPoint may elect to have a major change treated by GTE as a Change Application. A Change Application may effect GTE's obligation to process and fulfill the original application. On receipt of a Change Application and non-refundable engineering fee, GTE will notify NorthPoint in writing within fifteen (15) days following receipt of the completed Change Application if the CLEC's requirements can or cannot be accommodated as specified. If on notification that GTE can accommodate the requirements of the change application, the CLEC elects to proceed with the Change Application, GTE's obligations under the original application will be merged with its obligations under the Change Application and the combined project timeline will be the date the Change Application was submitted. All of the provisions herein applicable to an original application similarly apply to a Change Application.

3.2 Space Availability

Except where the State Commission has established an interval more or less than fifteen (15) days, GTE will notify NorthPoint within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify NorthPoint in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote

GTE shall provide NorthPoint with a price quote for collocation services required to accommodate NorthPoint's request within thirty (30) days of NorthPoint's application date. If the quote is not accepted by NorthPoint within ninety (90) days from the date of issuance, NorthPoint will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR

Upon notification of available space, NorthPoint will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

GTE and NorthPoint must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Attachment 2 described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6.

3.5 Augmentation.

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

Major Augments are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what NorthPoint requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase the caged floor space, over what NorthPoint requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of NorthPoint including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by NorthPoint, that do not require GTE to provide a service or function on behalf of NorthPoint, including but not limited to, requests to install additional equipment in NorthPoint cage. Prior to the installation of the additional equipment, NorthPoint agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in NorthPoint's collocation arrangement. Once the equipment list is submitted to GTE, NorthPoint may proceed with the augment. NorthPoint agrees that changes in equipment provided by NorthPoint under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Company inspection, in accordance with term of this contract for the purpose of ensuring compliance with Company safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted although GTE will take into account CLEC projected demand for collocation if they choose to expand the central office. GTE does not guarantee contiguous space to NorthPoint to expand its existing collocation space. NorthPoint requests for expansion of existing space within a specific wire center or access

tandem will require the submission of an application form and the appropriate fee.

3.7 Relocation.

CLEC requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. NorthPoint will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs (set forth in Attachment 2 described in Section 6.1) associated with the ordered collocation services, including, but not limited to, building modification, environmental conditioning and DC power charges, GTE will:

(a) Schedule a meeting with NorthPoint to determine engineering and network requirements, within fifteen (15) days.

(b) Initiate the necessary modifications to the wire center or access tandem to accommodate NorthPoint's request.

(c) Work cooperatively with NorthPoint to ensure that services are installed in accordance with the service requested.

The Parties are responsible for coordinating with each other to ensure that services are installed in accordance with the ASR. NorthPoint shall meet with GTE, if requested by GTE, to review design and work plans for installation of NorthPoint's designated equipment within GTE premises. NorthPoint is responsible to have all cables and other equipment to be furnished by NorthPoint, ready for installation on the date scheduled. If NorthPoint fails to notify GTE of a delay in the installation date, NorthPoint will be subject to the appropriate additional labor charge set forth on Attachment 2 described in Section 6.1.

4.2 Space Preparation.

4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or NorthPoint may subcontract this work to a GTE approved contractor.

4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where NorthPoint shall collocate its equipment. GTE shall provide, at the rates set forth in Attachment 2 described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to NorthPoint's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform NorthPoint of the time estimates as soon as possible, but not later than fifteen (15) days after the application is submitted. GTE shall complete delivery of the floor space to NorthPoint within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met, but not to exceed 180 days. Space delivery within such timeframe shall also be subject to any permitting process of the local municipality. Prior to NorthPoint beginning the installation of its equipment in a cage, bay or cabinet, NorthPoint and GTE must conduct a walk through of the designated collocation space provided, however, that the Parties shall use their best efforts to ensure that such walk through shall not materially delay NorthPoint's ability to begin said installation. Upon acceptance of the arrangement by NorthPoint, billing will be initiated, access cards will be issued and NorthPoint may begin installation of its equipment.

4.3 Equipment and Facilities.

4.3.1 Purchase of Equipment. NorthPoint will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If NorthPoint chooses, GTE will assist NorthPoint in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of NorthPoint's equipment and provided facilities for collocation.

4.3.2 Permissible Equipment. NorthPoint is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. NorthPoint shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not used or useful for interconnection or access to unbundled network elements. NorthPoint may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.

4.3.3 Specifications. NorthPoint's collocated facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All CLEC equipment used for caged and cageless collocation must be tested to, and expected to meet, one of the following requirements as described in the CSP: (a) be tested to, and fully meet, Network Equipment Building Systems (NEBS) Level 3 requirements; or (b) be tested to, and meet, at least the NEBS Level 1 family of requirements as described in Bellcore Special Report SR-3580, plus specific additional risk/safety/hazard criteria specified in the CSP. Equipment that does not conform to this requirement must be installed in a compliant NEBS Level 3 cabinet. However, any CLEC equipment that does not conform to NEBS Level 1 will not be allowed to be installed.

GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network

Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of NorthPoint facilities or equipment which does not meet or comply with: (a) fire and safety codes; (b) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (c) GTE practices for AC/DC bonding and grounding requirements; and/or (d) the industry standard requirements shown in the following publications:

- (a) TR-NWT-000499
- (b) TR-NWT-000063
- (c) TR-TSY-000191
- (d) TR-TSY-000487
- (e) TR-NPL-000320
- (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
- (g) ANSI T1.102
- (h) UL 94

More detailed specifications information will be provided to NorthPoint in the CSP.

4.3.4 Cable. CLEC is required to use proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth in the CSP) are required to reduce the possibility of interference. NorthPoint is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing NorthPoint's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing NorthPoint provided fiber optic cable in the cable space or conduit from the first manhole outside of the wire center or access tandem into the wire center or access tandem. This may be shared conduit with dedicated inner duct. If NorthPoint provides its own fiber optic facility, then NorthPoint shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to NorthPoint's collocation space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact NorthPoint in the event NorthPoint's collocated equipment disrupts the network. If GTE is unable to make contact with NorthPoint, GTE shall temporarily disconnect NorthPoint's service, as provided in Section 4.7. GTE will notify NorthPoint as soon as possible after any disconnects of NorthPoint's equipment. CLEC has the option to request GTE to engineer, furnish, and install the cross-connect and power cables from GTE's distribution/power frames to the CLEC's collocation area. Applicable charges are set forth in Attachment 2.

4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole #1 (first GTE manhole outside of the wire center) by NorthPoint. Where NorthPoint is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire

center or access tandem conduit and to NorthPoint's collocation arrangement. The splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure. GTE is responsible for installing a cable splice where NorthPoint provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber.

4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where NorthPoint-owned cable facilities connect to GTE termination equipment. The demarcation point for NorthPoint is NorthPoint's terminal equipment or interconnect/cross connect panel within NorthPoint's cage, bay/frame or cabinet. NorthPoint must tag all entrance facilities to indicate ownership. NorthPoint will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

4.3.7 Staging Area. For caged and cageless collocation arrangements, NorthPoint shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during NorthPoint's equipment installation work in the collocation space. NorthPoint is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. NorthPoint will store equipment and materials within the collocation space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. NorthPoint will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. NorthPoint may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess NorthPoint a market value lease rate for the area occupied by the trailer.

4.3.8 Testing. Upon installation of NorthPoint's equipment, with prior notice, GTE will cooperatively schedule time to work with NorthPoint during the turn-up phase of the equipment to ensure proper functionality between NorthPoint's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of NorthPoint to provide their own monitor and test points, if required, for connection directly to their terminal equipment.

4.4 Access to Collocation Space.

GTE will permit NorthPoint's employees, agents, and contractors approved by GTE to have direct access to NorthPoint's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. NorthPoint's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to NorthPoint, to access NorthPoint's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where NorthPoint shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted

corridors, etc., will be permitted. However, access to such facilities may be restricted by reasonable security requirements for good cause shown and if necessitated by such security requirements, a GTE employee, contractor, or agent may accompany NorthPoint personnel. Notwithstanding the foregoing, GTE shall not require that NorthPoint personnel be accompanied as a condition to access such facilities.

4.5 Network Outage, Damage and Reporting.

NorthPoint shall be responsible for: (a) any damage or network outage occurring as a result of NorthPoint owned or NorthPoint designated equipment in GTE wire center or access tandem, subject to the limitations of liability described in Section 7.2; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to NorthPoint service.

4.6 Security Requirements.

4.6.1 Background Tests; Training. Consistent with FCC Rules and Regulations, all employees, agents and contractors of NorthPoint must meet certain minimum requirements as established in GTE's CSP. At the time NorthPoint places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, NorthPoint must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. NorthPoint agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide NorthPoint with written notice of such changes. Where applicable, GTE will provide information to NorthPoint on the specific type of security training required so NorthPoint's employees can complete such training.

4.6.2 Security Standards. GTE, consistent with FCC Rules and Regulations, will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any CLEC's employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of NorthPoint are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for NorthPoint's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause, and (b) subject to the limitations set forth in Section 4.5, to provide a GTE employee, agent or contractor to accompany and observe NorthPoint at no cost to NorthPoint. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security

cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

- 4.6.3 Access Cards/Identification. Access cards or keys will be provided to CLEC employees, agents, and contractors for each GTE wire center or access tandem. If NorthPoint requests, due to extenuating circumstances, the issuance of more than six (6) access cards or keys for a GTE wire center or access tandem, GTE will consider the request and issue additional cards or keys, if necessary. All NorthPoint employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of NorthPoint. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide NorthPoint with instructions and necessary access cards or keys to obtain access to GTE buildings. NorthPoint is required to immediately notify GTE by the most expeditious means, when any NorthPoint's employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. NorthPoint is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of NorthPoint's employee and/or termination of service. NorthPoint shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of NorthPoint or NorthPoint's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

NorthPoint is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. NorthPoint will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify NorthPoint in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to NorthPoint as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact NorthPoint's facilities or equipment and its ability to provide service. GTE will restrict access to NorthPoint's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access NorthPoint's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by NorthPoint or NorthPoint's equipment upon the operation of GTE's equipment, facilities and/or employees located outside NorthPoint's collocation space. GTE will notify NorthPoint as soon as possible when such an event has occurred. In case of a GTE work stoppage, NorthPoint's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures shall not directly affect NorthPoint's access to its premises, or ability to provide service. NorthPoint will notify GTE point of contact of any work stoppages by CLEC employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit NorthPoint to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/Regulatory>

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the requested collocation arrangement and projected demand for collocation. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by NorthPoint by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Attachment 2 described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted and appropriate notification to state commissions provided

5.3 Use of Space.

GTE and NorthPoint will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement to the extent reasonably practicable, NorthPoint shall install all its equipment within its designated area in contiguous line ups in order to optimize the utilization of space within GTE's premises. NorthPoint shall use the collocation space solely for the purposes of installing, maintaining and operating NorthPoint's equipment used or useful to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. NorthPoint shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as NorthPoint's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as NorthPoint's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable

than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests once appropriate documentation provided to state commissions. NorthPoint shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with NorthPoint to determine an alternative arrangement for the specific location. NorthPoint will be allowed to reserve collocation space for its caged/cageless arrangements based on NorthPoint's documented forecast provided to GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing NorthPoint equipment.

5.5 Collocation Space Report.

Upon request by NorthPoint and upon NorthPoint signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to NorthPoint within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee as set forth in Attachment 2 will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, NorthPoint must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date NorthPoint accepts the collocation arrangement. If NorthPoint does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any unused collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse NorthPoint for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Attachment 2 attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said Attachment. GTE shall provide notice of such filing at the time the tariff is submitted to the Commission. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Attachment 2, the final rates may be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

CLEC advance notification information will be provided on the following public Internet URL:

<http://www.gte.com/Regulatory>

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to NorthPoint when GTE provides NorthPoint access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

If NorthPoint elects to collocate equipment in non-environmental conditioned space because GTE cannot provide collocation in environmentally conditioned space, the following flat-rate, non-recurring physical collocation space conditioning charges will apply:

NorthPoint shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing wire center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be applied on a per square foot basis. For cageless collocation arrangements, the site preparation charge shall be applied on a per bay basis. Site preparation rates are specified in Attachment 2.

7. Indemnification.

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

7.1 NorthPoint shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of CLEC's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) CLEC's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of CLEC, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

7.2 The limitations of liability set forth in Article III, Section 25.4, of the Agreement shall apply to allocation arrangements pursuant to this Attachment 1.

8. Insurance.

8.1 NorthPoint shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

8.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

(a) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

(b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.

(c) All Risk Property coverage on a full replacement cost basis insuring all of NorthPoint's real and personal property located on or within GTE wire centers. NorthPoint may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.

(d) Statutory Workers Compensation coverage.

(e) Contractual Liability coverage.

(f) Automobile Liability coverage.

(g) Employers Liability coverage in an amount of \$2,000,000.

- 8.3 All policies purchased by NorthPoint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.
- 8.4 All insurance must be in effect on or before GTE authorizes access by NorthPoint employees or placement of CLEC equipment or facilities within GTE premises and such insurance shall remain in force as long as NorthPoint's facilities remain within any space governed by this Agreement. If NorthPoint fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from NorthPoint. Failure to make a timely reimbursement will result in disconnection of service.
- 8.5 NorthPoint shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.
- 8.6 NorthPoint shall arrange for NorthPoint's insurance company to provide GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination.
- 8.7 NorthPoint must also confirm to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.

9. Confidentiality

In addition to its other confidentiality obligations hereunder, NorthPoint shall not use or disclose and shall hold in confidence all information of a competitive nature provided to NorthPoint by GTE in connection with collocation or known to NorthPoint as a result of NorthPoint's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of NorthPoint's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by NorthPoint in connection with collocation or known to GTE as a result of the interconnection of NorthPoint's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and CLEC on a need to know basis only. Neither GTE nor NorthPoint shall be obligated to hold in confidence information that:

- (a) Was already known to NorthPoint free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of NorthPoint, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part) then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to NorthPoint as

soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. NorthPoint shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, NorthPoint shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of NorthPoint's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with NorthPoint to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to NorthPoint detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against NorthPoint in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by NorthPoint which were because any period after such date shall be returned to NorthPoint.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon NorthPoint's compliance with the terms and conditions of this Attachment 1 and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of NorthPoint to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days' notice in the event NorthPoint's collocated facilities: (a) are not in conformance with GTE standards and requirements; and/or (b) impose continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, NorthPoint shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove NorthPoint's equipment if NorthPoint fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. NorthPoint will be charged the appropriate additional labor charge in Attachment 2 for the removal of such equipment. Upon removal by NorthPoint of all its equipment from the collocation space, NorthPoint will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Attachment 2. Upon termination of collocation services, NorthPoint relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. NorthPoint does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein and granted pursuant to state or federal law. To

the extent that NorthPoint requires use of a GTE local exchange line or lines, NorthPoint must order a business local exchange access lines (B1). NorthPoint may not use GTE official lines.

ATTACHMENT 2
COLLOCATION RATES

CAGED COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration (New/Replacement)	per card	NRC	\$21.00
Cage Enclosure			
Cage Fencing 100 & Over Square Feet Floor Space	1 SF fencing	NRC	\$9.00
Cage Fencing 75 - 99 Square Feet Floor Space	1 SF fencing	NRC	\$10.00
Cage Fencing 50 - 74 Square Feet Floor Space	1 SF fencing	NRC	\$11.00
Cage Fencing 25 - 49 Square Feet Floor Space	1 SF fencing	NRC	\$13.00
Cage Gate	per gate	NRC	\$498.00
Cage Grounding Bar	per bar	NRC	\$1,198.00
Site Preparation Charge			
Initial 100 Square Feet	per sq ft	NRC	\$336.00
Incremental - Over 100 Square Feet	per sq ft	NRC	\$42.00
DC Power	per 40 amps	NRC	\$2,473.00
Cable Support Charge	per project	NRC	\$8,981.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	per lin ft	NRC	\$2.00
Pull Cable	per lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Fiber Cable Splice			
Engineering	per project	NRC	\$31.00
Splice Cable	per fiber	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area	per sq ft	MRC	\$3.00
DC Power	per 40 amps	MRC	\$550.00
Facility Termination			
DS0	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per DS3	MRC	\$11.00
Cable Rack Space - Metallic	per occurrence	MRC	\$51.00
Cable Rack Space - Fiber	per innerduct ft	MRC	\$0.02
Manhole Space - Fiber	per project	MRC	\$6.00
Subduct Space - Fiber	per lin ft	MRC	\$0.03

Cable Vault Splice

Fiber Cable - 48 Fiber

Material

per splice

MRC

\$9.00

Space Utilization in Vault

per subduct

MRC

\$1.00

Fiber Cable - 96 Fiber

Material

per splice

MRC

\$26.00

Space Utilization in Vault

per subduct

MRC

\$1.00

BITS Timing

per occurrence

MRC

\$11.75

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	\$200.00
Access Card Administration (New/Replacement)	per card	NRC	\$21.00
Cageless Site Preparation Charge	per bay	NRC	\$4,800.00
DC Power	per 40 amps	NRC	\$2,473.00
Cable Support Charge	per project	NRC	\$8,981.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	per lin ft	NRC	\$2.00
Pull Cable	per lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Fiber Cable Splice			
Engineering	per project	NRC	\$31.00
Splice Cable	per fiber	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
<u>Monthly Recurring Prices</u>			
Floor Space			
Relay Rack	per lin ft	MRC	\$13.00
Cabinet	per lin ft	MRC	\$18.00
DC Power	per 40 amps	MRC	\$550.00
Facility Termination			
DS0	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per DS3	MRC	\$11.00
Cable Rack Space - Metallic	per occurrence	MRC	\$51.00
Cable Rack Space - Fiber	per innerduct ft	MRC	\$0.02
Manhole Space - Fiber	per project	MRC	\$6.00
Subduct Space - Fiber	per lin ft	MRC	\$0.03
Cable Vault Splice			
 Fiber Cable - 48 Fiber			
Material	per splice	MRC	\$9.00
Space Utilization in Vault	per subduct	MRC	\$1.00
 Fiber Cable - 96 Fiber			
Material	per splice	MRC	\$26.00
Space Utilization in Vault	per subduct	MRC	\$1.00
BITS Timing	per occurrence	MRC	\$11.75

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee	per occurrence	NRC	\$958.00
Fiber Cable Pull			
Engineering	per project	NRC	\$607.00
Place Innerduct	1 lin ft	NRC	\$2.00
Pull Cable	1 lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Metallic Cable Pull			
Engineering	per project	NRC	\$607.00
Pull Cable	1 lin ft	NRC	\$1.00
Cable Fire Retardant	per occurrence	NRC	\$38.00
Cable Splice			
Engineering	per project	NRC	\$31.00
Metallic Cable Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	\$1.00
Metallic Cable Splicing (200 pair or less)	per DSO/DS1 pair	NRC	\$2.00
Fiber Cable Splicing (48 fiber cable or less)	per fiber	NRC	\$45.00
Fiber Cable Splicing (greater than 48 fiber)	per fiber	NRC	\$40.00
Facility Pull			
Engineering	per project	NRC	\$72.00
Facility Pull	1 lin ft	NRC	\$1.00
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	\$4.00
Unconnectorized	per 100 pr	NRC	\$38.00
DS1 Cable			
Connectorized	per 28 pr	NRC	\$1.00
Unconnectorized	per 28 pr	NRC	\$29.00
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	\$1.00
Unconnectorized	per DS3	NRC	\$10.00
Fiber	per fiber term	NRC	\$45.00
BITS Timing	per project	NRC	\$255.00
<u>Monthly Recurring Prices</u>			
Cable Space			
Subduct Space			
Manhole	per project	MRC	\$6.00
Subduct	1 lin ft	MRC	\$0.03
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per conduit	MRC	\$10.00
Conduit	1 lin ft	MRC	\$0.03

Facility Termination			
DS0	per 100 pr	MRC	\$4.00
DS1	per 28 pr	MRC	\$15.00
DS3	per coaxial	MRC	\$11.00
Cable Vault Space			
Metallic DS0 Cable - 1200 Pair			
Material	per splice	MRC	\$453.00
Space Utilization	per cable	MRC	\$4.00
Metallic DS0 Cable - 900 Pair			
Material	per splice	MRC	\$331.00
Space Utilization	per cable	MRC	\$3.00
Metallic DS0 Cable - 600 Pair			
Material	per splice	MRC	\$221.00
Space Utilization	per cable	MRC	\$3.00
Metallic DS0 Cable - 100 Pair			
Material	per splice	MRC	\$46.00
Space Utilization	per cable	MRC	\$1.00
Fiber Cable - 48 fiber			
Material	per splice	MRC	\$9.00
Space Utilization	per subduct	MRC	\$1.00
Fiber Cable - 96 fiber			
Material	per splice	MRC	\$26.00
Space Utilization	per subduct	MRC	\$1.00
Cable Rack Space			
Metallic DS0	1 lin ft	MRC	\$0.01
Metallic DS1	1 lin ft	MRC	\$0.01
Fiber	per innerduct ft	MRC	\$0.02
Coaxial	1 lin ft	MRC	\$0.01
BITS Timing	per occurrence	MRC	\$11.75

MISCELLANEOUS COLLOCATION RATES
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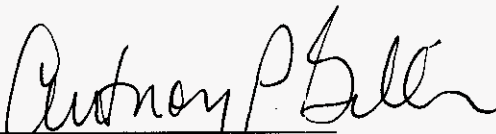
Elements	Increment	NRC / MRC	Rate
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	\$41.66
Each Additional Half Hour or Fraction Thereof		NRC	\$20.83
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	\$100.00
Each Additional Half Hour or Fraction Thereof		NRC	\$75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	\$150.00
Each Additional Half Hour or Fraction Thereof		NRC	\$125.00
Cable Material Charge	per project	NRC	\$9,350.00
Collocation Space Report	per premise	NRC	\$1,624.00

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of the First Amendment to the Interconnection, Resale and Unbundling Agreement with NorthPoint Communications, Incorporated was sent via overnight delivery on April 19, 2000 to:

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

NorthPoint Communications, Incorporated
Attention: Glenn A. Harris
303 Second Street, South Tower
San Francisco, CA 94107


for Kimberly Caswell