

## **AGREEMENT**

**BETWEEN PINELLAS COUNTY AND FRONTIER FLORIDA LLC FOR LOCATION SUPPORT SERVICES FOR INFRASTRUCTURE OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED FIBER TO THE HOME (FTTH) PROJECT (BROADBAND EXPANSION).**

### **SECTION 1 INTENT OF AGREEMENT**

This AGREEMENT made and entered into this day of \_\_\_\_\_ 2022, by and between **PINELLAS COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the **FRONTIER FLORIDA LLC**, a Utility corporation existing under the laws of the State of Florida, herein referred to as "CONTRACTOR", collectively "PARTIES".

WITNESSETH that:

WHEREAS, the CONTRACTOR desires to construct improvements within Pinellas County that will require the location and marking of underground facilities in accordance with Florida Statutes Chapter 556; and

WHEREAS, the COUNTY can provide underground facility location responses in accordance with the statutes; and

WHEREAS, the PARTIES recognize that additional coordination and the dedication of additional resources will be mutually beneficial to the PARTIES and will further be in service of CONTRACTORS preferences for advancing the completion of their intended improvements.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

### **SECTION 2 INTENT OF AGREEMENT**

The PARTIES have mutually determined and agreed that to process an unusually high number of anticipated requests for utility locations, in addition to but above and beyond the provisions in Florida law and specifically including Chapter 556, an agreement between the PARTIES applicable to the processing efforts and expenses for the location services will be mutually beneficial. The intent of the Agreement is to ensure that the COUNTY is compensated for expenses connected with the processing of location requests by the CONTRACTOR due to the unusually high volume of requests anticipated. The effective date of this Agreement will be the day the Agreement is executed by the COUNTY ("Effective Date").

### **SECTION 3 CONTRACTOR'S RESPONSIBILITIES**

The CONTRACTOR will provide all information necessary to the COUNTY to complete the

requested underground facility markings through the existing interface currently in use for entering location requests in accordance with Florida Statutes Chapter 556.

Beginning on the Effective Date, CONTRACTOR will be invoiced for expenses connected with the fulfillment of CONTRACTOR's location requests for the duration of this Agreement, which CONTRACTOR will pay in accordance with the Florida Prompt Payment Act, Fla. Stat. 218.70 et. seq.

#### **SECTION 4 COUNTY'S RESPONSIBILITIES**

The COUNTY will provide locations and markings of the COUNTY's underground facilities, as defined and in accordance with Chapter 556, to CONTRACTOR. Due to the unusually high number of requests anticipated the County agrees to engage resources, including through COUNTY contractors, that will aid in specifically processing the CONTRACTOR's anticipated unusually high location demands.

Beginning on the Effective Date, the COUNTY will invoice the CONTRACTOR for expenses connected with the fulfillment of CONTRACTOR's location requests for the duration of this Agreement, which the CONTRACTOR will pay in accordance with the Florida Prompt Payment Act, Fla. Stat. 218.70 et. seq. The COUNTY will invoice the CONTRACTOR for COUNTY's expenses, which will be based on a calculated COUNTY's staff costs or, when a contractor is utilized, based on the rates shown in Exhibit A, attached hereto, and incorporated into this Agreement.

#### **SECTION 5 LIABILITY**

The PARTIES agree that this Agreement is intended specifically to provide for compensation to the COUNTY for expenses connected with fulfilling CONTRACTOR's unusually high number of anticipated location requests, and that the Agreement does not shift liability from one party to the other; the liabilities of the PARTIES will be those available according to applicable law and statutory provisions. The COUNTY will have no obligation to provide any funds or compensation to the CONTRACTOR pursuant to this Agreement. Nothing in this Agreement constitutes a waiver of sovereign immunity on the part of the COUNTY.

#### **SECTION 6 RECORDS**

Nothing in this Agreement will limit the PARTIES obligations to comply in all respects with Florida's laws governing public records.

#### **SECTION 7 TERM AND TERMINATION**

This Agreement will take effect on the Effective Date and will continue in effect for a period of twenty (20) months.

The COUNTY may terminate this Agreement at any time by providing written notice of termination to the CONTRACTOR.

## **SECTION 8 NOTICE**

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY:

- Anderson Mitchell (Utilities), 727-542-0957  
6730 142<sup>nd</sup> Ave N. Largo, FL 33771

Project Manager for the CONTRACTOR:

- David West (Construction Local Manager), 727-253-1872  
2185 Range Rd. Clearwater Fl. 33765
- Jorge Valiente (Construction Local Manager), 813-394-2384  
2185 Range Rd. Clearwater Fl. 33765

## **SECTION 9 ENTIRE AGREEMENT**

This document, along with Exhibit A, shall constitute the entire Agreement between the PARTIES with respect to the matters addressed herein. There are no promises, terms, conditions, or allegations other than those contained herein, and this document supersedes all previous communications, representations and/or Agreements, whether written or verbal, between the PARTIES with respect to the matters addressed herein. This Agreement may be modified only by written instrument signed by both PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

**The rest of this page has been intentionally left blank.**

**IN WITNESS WHEREOF**, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

FRONTIER FLORIDA LLC, a  
Utility corporation existing under  
the laws of the State of Florida

PINELLAS COUNTY, FLORIDA, a  
political subdivision of the State of  
Florida

By: Vernon Burrell

By: \_\_\_\_\_

Frontier Communications  
Sr. Manager Ops Construction

**APPROVED AS TO FORM**

By: Miles Belknap  
Office of the County Attorney

## Exhibit A

### McKim & Creed SUE Services 2022 Schedule of Rates

Employee Classification	Fee/Hour	COST
<b>Subsurface Utility Engineering (SUE)</b>		
Utility Engineering Senior Project Manager	\$150.00 / 12 HRS	\$1,800.00
Utility Engineering Specialist	\$110.00 / 16 HRS	\$1,760.00
Utility Engineering Analyst	\$90.00 / 4,996 HRS	\$449,640.00
Utility Engineering Designate Crew (2 Person)	\$165.00 / 741 HRS	\$122,265.00
Utility Engineering Vacuum Excavation Crew (3 Person)	\$235.00 / 81 HRS	\$19,035.00
AWP MOT Lane Closures – Daily Rates vary by complexity of MOT setup and included equipment and field crew	Single Lane Closure-Daily Rate \$1,115.00- 4 DAYS	\$4,460.00
	Standard Flagging-Daily Rate \$1,040.00- 1 DAY	\$1,040.00
All SUE hourly rates include equipment and field crew		
<b>TOTAL FEE</b>		<b>\$600,000.00</b>

### **Expenses**

Hourly and unit pricing rates are inclusive of all labor, travel expenses, standard equipment, and normal field conditions. Should specialized equipment or services such as dewatering, excavation shoring, or lane closures on active roadways be required, McKim & Creed will provide a quote for the client's approval. ***Rates are valid through December 31, 2023.***