

**WORK ORDER NUMBER 50**  
**EMERGENCY OPERATIONS CENTER FIBER INFRASTRUCTURE**  
**EXPANSION PROJECT**

This Work Order Number 50 is entered into as of this \_\_\_ day of \_\_\_\_\_, 2022, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17<sup>th</sup> day of April, 2018 (collectively referred to as the “Agreement”), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”).

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit B (Fee Schedule), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (Time Schedule), attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

**EXHIBIT A – SCOPE OF WORK**

The COUNTY desires to retain Consultant services to develop construction documents and obtain jurisdictional approvals to expand the COUNTY’s fiber network facilities between the COUNTY Administrative Building on 27<sup>th</sup> Street and the COUNTY Emergency Operations Center on 43<sup>rd</sup> Avenue, approximately 4.0 miles. The intended utility corridor is intended to consist of Indian River Farms Water Control District (IRFWCD) Main Relief Canal and 43<sup>rd</sup> Avenue roadway rights-of-way. The Consultant will integrate existing fiber infrastructure into the proposed plan, where available.

**A. Fiber Infrastructure Plans:**

The Consultant shall develop construction documents necessary to support the proposed improvements along the corridors identified above. The following outlines that tasks and submittals to be made:

*Initial Plan Submittal:*

The Consultant will create raster-based plan sheets (11”x17”, 40 scale) to facilitate delineation of the proposed fiber optic cable (FOC) infrastructure improvements. Existing right-of-way will be depicted using information collected during the Limited Topographic

Survey Task. Existing franchise utility record and/ or as-built data will be requested from franchise utility providers operating within the project limits. This information will be depicted within the raster-based plan sheets.

The Consultant will conduct a field review to visually survey existing connection points, fiber optic pull/slack boxes, cabling and conduits, road geometry, existing utilities and other existing elements to delineate a recommended alignment. The Consultant will evaluate alternative routes such that the proposed fiber conduit installation be evaluated to determine an efficient alignment/ crossing design. The Consultant will provide an opinion of probable construction cost based upon the improvements delineated within the Initial Plan Submittal.

*Constructability Plan Submittal:*

The Consultant will review, and address COUNTY provided comments based upon the Initial Plan Submittal. The Consultant will meet with the COUNTY to discuss comments and refine the design. The Consultant will incorporate supplemental topographic survey data collected in specific locations to assist in delineating the proposed improvements or to convey additional information required to support the proposed improvements. Concurrently with the Constructability Plan Submittal to the COUNTY, the Consultant will submit jurisdictional permit applications. The Consultant will provide an opinion of probable construction cost based upon the improvements delineated within the Constructability Plan Submittal.

*Production Plan Submittal:*

The Consultant will review, and address COUNTY and jurisdictional agency provided comments based upon the Constructability Plan Submittal and permit applications. The Consultant will meet with the COUNTY to discuss comments and refine the design. If necessary, the Consultant will incorporate supplemental topographic survey data collected in specific locations to assist in delineating the proposed improvements or to convey additional information required to support the proposed improvements. Prior to submitting the Production Plan Submittal, the Consultant will work with the COUNTY and jurisdictional agency to facilitate permit issuance. Concurrently with the Production Plan Submittal to the COUNTY, the Consultant develop necessary technical specifications to support the proposed improvements. The Consultant will provide an opinion of probable construction cost based upon the improvements delineated within the Production Plan Submittal.

B. Limited Topographic Survey:

The Consultant shall provide limited topographic survey services necessary to support and facilitate contemplated design and permitting activities associated with this project. This task will consist of the preparation of digital base map topographic surveys in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional

Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The survey will include:

1. Establishment of a project wide Horizontal Control Network within the PROJECT LIMITS.
2. Establishment of a project wide Vertical Control Network within the PROJECT LIMITS. All elevations will be referenced to NAVD 1988 datum.
3. Supplemental spot elevations and topographic feature information will be collected in sufficient detail to locate, design and construct the contemplated improvements.

C. Jurisdictional Permitting:

The Consultant will perform analysis necessary to prepare jurisdictional permits to support the above-described improvements with the following agencies:

- Indian River County Right-of-Way Use Permit
- City of Vero Beach Site Plan Modification Permit
- Indian River Farms Water Control District Utility Construction Permit

All permit fees will be paid directly by the COUNTY and are not included in the lump sum fees.

D. Franchise Utility Coordination:

The Consultant will coordinate with franchise utility operators in the vicinity of the project such that the proposed construction activities can be developed to minimize impacts to existing utilities located within the project limits. Franchise utility adjustments, designed by the respective franchise utility operator, will be requested by the Consultant and reflected within the prepared construction documents.

**EXHIBIT B – FEE SCHEDULE**

The COUNTY agrees to pay and the Consultant agrees to accept for services rendered pursuant to this Agreement fees inclusive of expenses in accordance with the following:

A. Professional Services Fee

The basic compensation mutually agreed upon by the Consultant and the COUNTY is as follows:

*Lump Sum Components*

<u>Task</u>	<u>Labor Fee</u>
Fiber Infrastructure Plans	\$ 129,220
Limited Topographic Survey	\$ 17,500
Jurisdictional Permitting	\$ 36,830
Franchise Utility Coordination	\$ 26,500
Total Project	<u>\$ 210,050</u>

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### EXHIBIT C – TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately ten (10) months from the Notice to Proceed (NTP).

NTP	contingent upon BOCC approval
Initial Submittal (40% Design Drawings)	5 months following NTP
Constructability Submittal (80% Design Drawings)	8 months following NTP
Production Submittal (100% Design Drawings)	10 months following NTP

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The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit B (Fee Schedule), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (Time Schedule), attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

**CONSULTANT:**  
**KIMLEY-HORN AND ASSOCIATES,**  
**INC.**

**BOARD OF COUNTY COMMISSIONERS**  
**OF INDIAN RIVER COUNTY**

**By:** \_\_\_\_\_  
Brian Good, P.E.

**By:** \_\_\_\_\_  
Peter D. O'Bryan, Chairman

**Title:** \_\_\_\_\_  
Senior Vice President

**BCC Approved Date:** \_\_\_\_\_

**Attest: Jeffrey R. Smith, Clerk of Court and Comptroller**

**By:** \_\_\_\_\_  
Deputy Clerk

**Approved:** \_\_\_\_\_  
Jason E. Brown, County Administrator

**Approved as to form and legal sufficiency:** \_\_\_\_\_  
Dylan T. Reingold, County Attorney