

**WORK ORDER 03**

This Work Order Number 03 is entered into as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and \_\_\_\_\_ AtkinsRéalís USA, 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 mutually agreed upon lump sum or maximum amount not-to-exceed professional fee. Any additional costs must be approved in writing, and at a rate not to exceed the prices set forth in Exhibit B (Rate Schedule) of the Agreement, made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit A (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:**

Chris Rader, PE, ENV SP  
I am approving this document  
with my legally binding signature  
2023.10.19 10:41:18-04'00'  
12.1.3

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

Print Name: Chris Rader

Title: Senior Division Manager

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

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

Joseph H. Earman, Chairman

BCC Approval Date: \_\_\_\_\_

Attest: Ryan L. Butler, Clerk of Court and Comptroller

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

Deputy Clerk

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

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
William K. DeBraal, County Attorney

**EXHIBIT A**  
**INDIAN RIVER COUNTY UTILITIES DEPARTMENT**  
**SCOPE OF SERVICES**

**Indian River County Supplemental Services**

## Background

This Work Order is to assist the Indian River County Department of Utilities Services (County) with supplemental services in support of various ongoing utility projects, including treatment facilities, sewer lines, water lines, and stormwater infrastructure. Services will be provided for miscellaneous field and office activities such as emergency repairs, replacements of pipe and equipment, general project management, asset management, GIS, and engineering. Services will be provided based on time and materials (T&M), in accordance with the Continuing Contract Agreement for Consulting Engineering Services of May 2023 (Continuing Contract), and as shown in Exhibit B.

## Scope of Services

The Scope of Services for this Work Order is to provide staff support to Indian River County Department of Utility Services and, therefore, has no fixed scope, defined tasks, or firm deliverables. Staff augmentation and as-needed services will be provided until the not-to-exceed (NTE) limits of compensation are reached; whereupon this scope of services will be deemed complete or will be amended. This Work Order will remain open for Fiscal Year 2024 (FY24) or until funds are depleted and not renewed by the County. Additional funds can be added to the Work Order at any time under the same terms if agreeable to both parties.

## General Services

Staffing augmentation and project management services will be provided to the County on an as-needed basis. All services will be performed under one task, General Services. Examples of services that may be performed under the Work Order include:

- AtkinsRéalis project administration including workload management, quality control, invoicing and general coordination with IRCDUS Staff.
- General Work Plans defining both planned and emergency repair of water and wastewater infrastructure for use in contracting with a design firm for Engineer of Record (EOR) services.
- Project management and project controls for multiple projects to assist in oversight of design activities, project schedules, preliminary review of invoices, and review of design deliverables.
- Services during construction including construction site inspections, review of draft contractor pay requests, submittal reviews, and project close-out.
- Collaboration with IRCDUS to prepare and/or update asset management databases.

## Assumptions

The following assumptions have been made in the development of this scope of work.

- AtkinsRéalis will assign a project manager acceptable to the County and who will act as the main point of contact.
- AtkinsRéalis will have the flexibility to assign appropriate staff for the activities that the County requests.
- AtkinsRéalis will review drafts of invoices and pay requests. Final acceptance of submitted invoices and contractor pay requests will be the responsibility of the IRCDUS.
- AtkinsRéalis may be able to assign multiple staff during any particular week and/or other time period if the needs of the County mandate that assignment.
- The AtkinsRéalis PM will communicate with the County on a weekly basis as to the anticipated number/type and total hours of staffing. The County has the right to limit hours and/or staffing at any time and will only be invoiced for hours incurred prior to the communication to reduce overall staffing.
- AtkinsRéalis' traditional internal QA/QC procedures will not be provided unless requested by the County.
- Expenses will be billed directly and will include appropriate documentation.
- Upon meeting the not-to-exceed fee associated with this Work Order, staff augmentation will end regardless of the status of individual tasks or the overall Work Order. AtkinsRéalis is not responsible for any delays or impact to work caused by exhaustion of the NTE limit.
- If subconsultant geotechnical services are required/utilized, the costs associated with those services will be provided to the County for approval prior to engagement and billed in accordance with the existing contract terms. The costs associated with the subconsultant services will be deducted from the overall available funding.
- AtkinsRéalis Staff will not be requested to, nor provide services for, projects that will become Requests for Proposals (RFP) for core engineering services provided by AtkinsRéalis as defined in the Continuing Services Agreement. IRCDUS Staff, to every extent possible, will secure such RFPs from access by AtkinsRéalis Staff.
- This Work Order will expire on September 30, 2024.

## Compensation

AtkinsRéalis' labor services will be billed on a T&M basis within the NTE based on the Billing Rates (Exhibit B) associated with the Continuing Services Agreement. While the NTE limit can be increased by mutual agreement, once the NTE limit is reached, work will stop until additional authorization is received at which time services can restart.

All services provided shall be invoiced monthly and the invoices shall include the staff employee, wage rate title, billable rate, hours charged, expenses, and will include a general description of

the services provided. AtkinsRéalis will provide the County with a weekly projection of time that will be incurred and will make a good faith effort to deliver services within the hours specified and the schedule communicated to the County. It is understood that some variation may occur. The County will be invoiced for all hours and expenses incurred which will not necessarily align with the weekly projections. The County can request that hours be limited in any given week but that request must be made prior to those hours being exceeded by AtkinsRéalis staff.

The anticipated break down of labor and expenses is shown below with budgets between the tasks and expenses being interchangeable as needed. Billing rates per the Continuing Services Agreement are included in Exhibit B. The County will only be invoiced for hours and expenses incurred. Funds remaining after completion of the Work Order will not be invoiced.

<b>Task Description</b>	<b>Price</b>
Supplemental Staff Support Labor	\$134,720
Expenses	\$ 15,280
<b>Total</b>	<b>\$150,000</b>

## Exhibit B

### Cost Detail

## Indian River County Continuing Engineering Services RFQ 2023015

AtkinsRéalis Billing Rates Services under this Work Order are to be performed on a T&M basis at the following rates. The NTE limit for labor and expenses is **\$150,000**.

### AtkinsRéalis Billing Rates Schedule

<b>Labor Category *</b>	<b>Proposed Billing Rate</b>
Principal Technical Professional	\$290.00
Sr. Project Manager	\$260.00
Sr Engineer IV	\$260.00
Chief Scientist	\$249.00
Sr. Landscape Architect IV	\$238.00
Project Manager	\$226.00
Sr. Engineer III	\$208.00
Chief Designer	\$196.00
Construction Estimation/Scheduling	\$184.00
Sr. Scientist II	\$184.00
Sr Engineer II	\$178.00
Sr. GIS Analyst III	\$172.00
Sr. Landscape Architect III	\$172.00
Sr Designer II	\$166.00
Sr Engineer 1	\$154.00
Sr Designer 1	\$154.00
Engineer III	\$154.00
Sr. Scientist 1	\$148.00
GIS Analyst	\$143.00
Engineer II	\$131.00
Engineer 1	\$125.00
CAD Technician II	\$113.00
Scientist II	\$113.00
Scientist 1	\$101.00
Engineer Intern	\$95.00
Administrative Assistant	\$95.00
Landscape Architect 1	\$83.00

\* Representative titles only - not intended to capture all titles necessary for assignments.

## Exhibit C

### Time Schedule

## Schedule

Supplemental Staff will be provided on an as-needed basis upon receipt of the formal issuance of the signed Work Order and a Notice to Proceed (NTP) by the County.