



TASK ORDER NUMBER 6

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn") and Marion County, a political subdivision of the State of Florida, ("County" or "Client") in accordance with the terms of the Master Agreement for Civil/Site Engineering for Miscellaneous Projects #23Q-087, which is incorporated herein by reference.

Identification of Project:

Project: Heagy Burry Boat Ramp

Project Manager: Richard Busche, P.E.

Project Understanding

1. Under a previous Amendment, Kimley-Horn performed design and permitting services for certain improvements at the Marion County Heagy Burry Park project. The improvements included a new boat ramp, parking, drainage, and access improvements.
2. Under this Task Order, Kimley-Horn will apply for a permitting update and provide construction phase support services for the Project as it moves into construction.

Kimley-Horn will provide the services specifically set forth below.

Scope of Services

Task 1 – Marion County Improvement Plan Revision

- A. The approved Improvement plans for the Project currently show a sanitary sewer connection to an adjacent wastewater treatment facility (WWTF) that is privately owned. Kimley-Horn understands from the County that the WWTF operator cannot reliably provide service to the County's project. Accordingly, Kimley-Horn will prepare a plan revision to the currently approved plans to specify a septic tank and drainfield location for onsite sewage treatment and disposal system (OSTDS).
- B. The revised plans will not include the design details for the septic tank and drainfield; it will be a requirement for the selected construction contractor to permit the OSTDS system as part of their construction contract.
- C. No other modifications to the approved plan will be prepared or proposed.
- D. Kimley-Horn will submit the plan revision to the County and coordinate with the Development Review Committee (DRC) during the review of the revised plan. We assume that only the Marion County Utility Department will have significant interest in this proposed revision and may issue review comments. If any other departments require additional plan amendments, updated calculations, etc. from the currently approved plans, that would be considered an Additional Service and be subject to a contract amendment.

Task 2 – Construction Phase Support Services

Under this Task Kimley-Horn will provide the construction phase services specifically stated below. We assume a construction duration of 270 calendar days. If the construction duration exceeds 270 calendar days a contract amendment will be processed for additional scope and time.

This Task assumes that Marion County will provide all oversight, inspections and acceptances for

landscaping and irrigation components designed by the County.

This Task also assumes that Marion County will handle all coordination, correspondence, and requests to the FWC, who is providing grant funding for a portion of the project.

- A. Bid Document Preparation and Contractor Notification. Kimley-Horn will assist the County to prepare bid packages for the submittal of quotations to perform the work and attend a pre-bid meeting with potential bidders. Kimley-Horn will tabulate the bids received and evaluate compliance of bids with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation.
- B. Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- C. Visits to Site and Observation of Construction. Kimley-Horn will make periodic site visits to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- D. Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- E. Change Orders. Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- G. Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- H. Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent

evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests.

- I. Disagreements between Client and Contractor. Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- J. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- K. Substantial Completion. Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.
- L. Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
- M. Agency Permit Closeouts. Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications to the following agencies and submit them for processing:
 - 1) Marion County
 - 2) St. Johns River Water Management District (SJRWMD)
 - 3) Florida Department of Environmental Protection (FDEP)/US Army Corps of Engineers

Additional Services

Services not specifically listed in the scope of services above are not included but can be provided as additional services if authorized by the County. Compensation for additional services will be agreed to prior to performance.

- 1. New design work beyond the OSTDS revision, or modification to the prior design work

2. OSTDS system design and/or specifications
3. Signage/entrance feature design
4. Permitting with any agency not identified in the above Scope of Services
5. Any professional service not specifically identified in the above Scope of Services

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Fees

Kimley-Horn will provide the Scope of Services for the lump sum fee of \$88,310.00. A breakdown of fees is provided in the attached Table A.

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: HEAGY BURRY
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 KH PM: RICHARD BUSCHE, P.E.
 BASIS FOR ESTIMATE: RFQ 23Q-087 COUNTY-APPROVED HOURLY RATES; CIVIL/SITE ENGINEERS FOR MISC PROJECTS

DATE: SEPT 2023

		DIRECT LABOR (MAN-HOURS)							Labor Hours	SUB (\$)	Labor Total
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	CEI Inspector	CADD Designer	Clerical			
TASK ID	TASK DESCRIPTION	\$245.00	\$210.00	\$170.00	\$125.00	\$90.00	\$110.00	\$60.00			
1	PLAN REVISIONS	4	8	8	20		40	8	88	\$ 11,400	
2	CONSTRUCTION PHASE SERVICES	18	40	60	120	380	10	60	688	\$ 76,910	
TOTALS:		22	48	68	140	380	50	68	776	\$ -	
Grand Total:										\$ 88,310.00	