

TASK ORDER NUMBER 43

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 Additional Services

Project Manager: Richard V. Busche, PE

Project Understanding

1. Under a previous Amendment, Kimley-Horn is providing professional services during construction of the Heagy Burry Park project.
2. For various reasons, not the fault of Kimley-Horn, the construction duration has extended beyond the duration included in the prior Task Order. In addition, the County has moved forward with a demand for schedule cure from the contractor, necessitating more frequent inspection and support services.

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

Scope of Services

Task 1 – Additional Construction Phase Support Services

Prior to this Amendment, the contract end date was March 10, 2026. This Task assumes that active construction will continue through May 2026 and that project closeouts will occur directly after. If those durations are further extended an Amendment for Additional Services will be provided.

Under this Task, Kimley-Horn will continue to provide the construction phase services specifically stated in the prior Amendment.

- A. *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.

- B. *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.

- C. *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.
- D. *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.
- E. *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.
- F. *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.
- G. *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.
- H. *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.
- I. *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.

J. *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.

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 services described in the Scope of Services for the lump sum fee of \$33,100.00. A breakdown of fees is provided in the attached TABLE A.

Attachments: TABLE A – Cost Estimate for Service

MARION COUNTY, A POLITICAL
SUBDIVISION OF FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: April 8, 2026

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: TO 43_HEAGY BURRY ADDITIONAL SERVICES
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: RICHARD V. BUSCHE, PE

DATE: APRIL 2026

BASIS FOR ESTIMATE: RFQ 23Q-087 COUNTY-APPROVED HOURLY RATES; CIVIL/SITE ENGINEERS FOR MISC PROJECTS

		DIRECT LABOR (MAN-HOURS)								
		Principal Engineer	Project Engineer (Registered)	Staff Engineer	CEI Inspector	CADD Designer	Clerical	Labor Hours	SUB (\$)	Labor Total
TASK ID	TASK DESCRIPTION	\$245.00	\$170.00	\$125.00	\$90.00	\$110.00	\$60.00			
1	ADDITIONAL CONSTRUCTION PHASE SUPPORT SERVICES	40.0	20.0	40.0	140.0	10.0	20.0	270.0		\$ 33,100
	TOTALS:	40.0	20.0	40.0	140.0	10.0	20.0	270.0	\$ -	\$ 33,100.00
Grand Total:									\$	33,100.00