City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

October 21, 2019

10/25/19 11:49:20
Procurement Division

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E.
Director

FROM: William J. Joyce, P.E.
Director of Operations

Robin G. Smith, P.E.
Chief, Engineering and Construction Management

SUBJECT: P-07-19 Professional Design Services for Ortega Hills Subdivision North Access Road

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The Engineering Division has negotiated with the consultant selected for Professional Design Services for Ortega Hills Subdivision North Access Road, resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment. In addition, Stone Engineering Group, Inc. was purchased by Crawford, Murphy & Tilly, Inc.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Crawford, Murphy & Tilly, Inc. for Professional Design Services for Ortega Hills Subdivision North Access Road, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide a lump sum amount for Design Services in the amount of $107,748.82 and not to exceed limits for: Survey in the amount of $47,200.00, Geotechnical Investigations in the amount of $8,295.35, MOT/Structural/QC in the amount of $7,425.57 and Wetlands in the amount of $3,328.33, with a maximum indebtedness to the City in the amount of $173,998.07 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

JPP/lw

Attachment: Exhibits A & B
JSEB

cc: David D. Hahn, P.E., Engineer Manager, Engineering and Construction Management
Lori West, PW Contract Specialist, Engineering and Construction Management

ab

CITY OF JACKSONVILLE
ACCOUNTING DIVISION
CONTRACT ENCUMBRANCE DATA SHEET
19/20

Crawford, Murphy & Tilly, inc. — Vendor Name:
37-0844662 — Tax ID Number:
Vendor's e-mail address

New Vendors or changes in vendor information (i.e. address) W-9 is required.
W-9 attached? YES NO

Department / Division: PW/EN

Department Contact Person for Contract: Lori West

Department Contact phone #: 255-8759 Contact e-mail: lwest@coj.net

Contract to be Paid by (method):
☐ Contract Payment ☒ Master PO and/or Purchase Order ☐ Check Request ☐ No Payments (Only Agreements)

Any other special payment instruction or important information should be listed below:

Professional Design Services for Ortega Hills Subdivision North Access Road
P-07-19

Account Code Information: (for multiple accounts - use additional sheet if necessary)

Index Code:	PWCP32ERD549		
Subobject:	69505		
Dollar Amount:	$ 173,998.07		
Project / Proj. Detail:	PW0846 1		
Grant / Grant Detail:			

Unit Price Supply Contract/(PO)? Yes / No Multi-Year Contract? Yes / No (if yes see below)

Grant Funding: Does the funding for the encumbrance cross our fiscal years? YES / NO
If Yes, current F/Y encumbrance $ _____ Encumbrance next F/Y $ _____

NOTE: If grant funds cross fiscal years, no other authorization or signing is needed for the next year's encumbrance.

If Multi-Year Contract, please break down funding below. Any adjustments (i.e. CPI) in future periods? Yes_____ No _____

Period	Fiscal Year	Index	Subobject	Project #	Detail	Grant #	Grant Detail	Dollar Amount
Year 1								
Year 2								
Year 3								
Year 4								
Year 5								
							Total	

For Multi-Year Contracts, the Budget Division confirms that funds are anticipated to be budgeted and made available from the appropriate account to encumber the amounts listed above for each fiscal year for the referenced contract.

Print: _____
(Budget Officer or Designee)

Sign: _____ Date: _____
(Budget Officer or Designee)

NOTE: Attach original contract encumbrance data sheet to the legal request and send a copy to the Accounting Division

EXHIBIT A

SCOPE OF SERVICES

ORTEGA HILLS SUBDIVISION NORTH ACCESS ROAD

Project Summary:
The project is a new northern access road from the Ortega Hills Subdivision to the signalized Yorktown/US17 Intersection. The proposed 2100 linear foot road referred to as the Cummings Lane extension will begin on the north end at the cul-de-sac of Golden Wings Road extending south approx. 350 linear feet before turning westerly approx. 200 linear feet intersecting at the existing approximately 30 foot wide Cummings Lane private access road for 350 linear feet before turning south again for approximately 1200 linear feet along the approx. 40 foot wide Cummings Lane private access road to intersect with the existing City-owned Ortega Hills Drive. The Cummings Lane private access road and the properties along the southside of the Cummings Lane corridor are owned by one property owner (developer) and will require extensive coordination with the developer for the roadway alignment and right of way width. In addition, an agreement with JEA will be required for use of the 100-foot wide JEA electric easement crossing the Cummings Lane corridor.

The roadway elements consist mainly of extending Cummings Lane from Golden Wings Road to an intersection with Ortega Hills Drive. The project will include pavement design, pedestrian facilities along the proposed road, and the preparation of sketch and legal description for right of way acquisition. The design will include adding a box culvert crossing at the major FDOT outfall ditch from US17 and drainage modifications to the basin stormwater treatment system for Timiquana Commerce Center. This proposal does not include a corridor or pond siting study, and we do not anticipate any impacts to US 17 or the CSX railroad.

I. Scope of Services:

A. Project Kickoff and Concept Planning

Upon Notice to Proceed by the City, CONSULTANT shall coordinate an initial project kick-ff meeting with the City. The kick-off meeting will include discussion on the project goals, scope, and schedule.

CONSULTANT will initiate the concept planning soon after the notice to proceed (NTP) is issued to include one (1) meeting to receive input from the COJ and developer. CONSULTANT will prepare Concept Plans of the most optimum roadway alignment including the typical roadway section, pond and outfall location, and conceptual cost estimate. The purpose of the Concept Plans will be to finalize the roadway alignment and pond site and identify any areas which may pose a problem meeting the City of Jacksonville and Florida Department of Transportation (FDOT) Greenbook Standards. The drainage and roadway design will meet the City of Jacksonville and FDOT Greenbook standards unless deemed otherwise by CONSULTANT as the Engineer of Record. CONSULTANT will provide recommendations should this issue arise for City review, concurrence and documentation.

Following CONSULTANT'S internal review and quality control check, CONSULTANT will conduct a meeting with the City staff to review the Concept Plans and discuss overall design issues. CONSULTANT will provide an electronic copy of the plans at least one week prior to the meeting for City review and comment. Following the Concept Plan review meeting, CONSULTANT will proceed with the 30% plans incorporating City comments.

B. 30% Submittal

CONSULTANT will initiate the survey, geotechnical and environmental work soon after the Concept plans have been approved by the City. Upon receipt of the survey, geotechnical and environmental data, CONSULTANT will do an internal review and prepare and deliver 30% plans of the roadway

improvements including updated typical section, roadway layout plans and pond site to the City for review at least one week prior to meeting with the City. The City can then determine whether a 30% meeting is necessary, and if desired, CONSULTANT will meet with the City to review the 30% plans. The City comments shall be incorporated into the 60% plans.

CONSULTANT shall develop graphic materials to include boards and/or power point slides and attend one (1) public meeting. The City will handle the advertisement, notifying the residents and presenting the project at the public meeting.

C. 60% Submittal

CONSULTANT shall prepare and deliver 60% plans, preliminary specifications, and an associated construction cost estimate to the City for review at least one week prior to meeting with the City. CONSULTANT will meet with the City to review the 60% plans. The City comments shall be incorporated into the 90% plans.

Plans shall include detail sufficient to clearly demonstrate the design intent, satisfy permit requirements, obtain City approvals, and shall include at a minimum:

- Horizontal planimetric view of entire roadway at no greater than 1" = 40' on scalable 11" x 17" plan sheets;
- Additional detail at intersections, box culvert crossing and stormwater pond;
- Pavement section design and detail;
- Grading and drainage improvements;
- Pavement marking and signage;
- Typical Details for driveway connections;
- Typical Details for drainage and roadway components;
- Structural Plan and Details for box culvert crossing;
- Roadway Cross sections every 50' for areas requiring roadway and drainage improvements, at cross drain locations, at pond and as required to show details in areas of special interest; and
- MOT Plan and Details.

D. 90% Submittal

CONSULTANT shall prepare and deliver 90% plans, specifications, and an associated construction cost estimate to the City for review at least one week prior to meeting with the City. CONSULTANT will meet with the City to review the 90% plans. The City comments shall be incorporated into the 100% Construction plans.

CONSULTANT shall prepare and submit permit applications to the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) for stormwater drainage modifications to the Timiquana Commerce Center stormwater system for the box culvert and stormwater pond and drainage for the proposed roadway, and Army Corps Nationwide General Permit for the modifications to the FDOT outfall ditch crossing. This task includes the payment of permit application fees as necessary.

E. 100% Construction Plans

CONSULTANT shall prepare and deliver 100% Construction plans, specifications and associated construction cost estimate to the City. CONSULTANT shall conduct a Final Plan meeting with the City.

F. Environmental Services

At the direction and supervision of CONSULTANT, Peacock Consulting Group, a SUBCONSULTANT to

CONSULTANT shall provide environmental support services to CONSULTANT for this project and shall include enough detail to complete the design and permitting services described herein and shall at a minimum include the following:

Wetland Delineation/Site Inspection
SUBCONSULTANT will flag the limits of wetlands and other surface waters on the subject property pursuant to the rules and regulations of the St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (Corps). A flagging key map will be provided for use by the project surveyor. The only jurisdictional area within the project limits may be one or more upland-cut ditches which may be located by the surveyor top-of-bank. Jurisdictional wetland/surface water impacts will be anticipated at the FDOT outfall ditch crossing.

Protected Species Survey
SUBCONSULTANT will survey the project area for the presence and potential presence of species listed as protected by the Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (FWS) as listed in the FWC publication Florida's Endangered and Threatened Species, Updated December 2018. An authorized gopher tortoise agent will inspect the project site for the presence of gopher tortoises (Gopherus polyphemus). If any tortoise burrows are identified, additional permitting and relocation services will be required and is not included in this proposal. SUBCONSULTANT will prepare a brief assessment report in PDF and AutoCad format with graphics summarizing the findings from Tasks 1 and 2. This report will include a discussion of future permitting efforts with state and federal regulatory agencies.

G. Bid Services and Design Support Services

1. Bid Services
   CONSULTANT shall prepare a set of the bid documents. As part of this bid document effort, the City of Jacksonville will provide CONSULTANT with specific spec book sections which CONSULTANT shall adapt to this specific project. These will be provided in electronic format. CONSULTANT shall prepare the technical documents (plans, specifications, and instructions to bidders). CONSULTANT will submit a set of the bid documents to the City for their review. CONSULTANT will meet with the City to review the City comments. CONSULTANT will incorporate the City comments into the Final Bid Documents. A PDF of the Final Bid Documents will be provided to the City for them to advertise for the bid.

   The City will be responsible for advertising and providing the bidders a copy of the bid documents. CONSULTANT shall attend the pre-bid meeting to address technical questions which may arise during the pre-bid meeting. CONSULTANT shall prepare formal responses to RAI's that throughout the bidding period. Consultant will assist with bid evaluation and provide a recommendation of award.

2. Design Support Services
   Following award of the construction contract, CONSULTANT will provide limited design support services to answer contractor RFI's and resolve design issues to assist the City in eliminating potential change orders throughout construction. It is understood this service is not a full time Construction Administration service but to provide assistance as needed to assist the City with design issues and on plan clarification matters.

H. Geotechnical Services

At the direction and supervision of CONSULTANT, Meskel and Associates, a SUBCONSULTANT to CONSULTANT shall provide design geotechnical services for CONSULTANT for this project and shall include enough detail to complete the design and permitting services described herein and shall at a minimum include the following:

Field Exploration

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions for the proposed construction. Based on the provided information, the following is the field services:

Test Location	Test No. & Type	Test Depth Ft below ground surface
Proposed Roadway	21 HA*borings	6
Proposed Box Culvert	2 SPT**	30

* Hand Auger boring

** Standard Penetration Test boring

Geotechnical Evaluation

SUBCONSULTANT will provide an engineering and analysis of the subsurface conditions encountered at the boring locations. The results of the exploration and engineering evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction and general description of the project;
- The observed site conditions, such as topography, surface vegetation, etc. as it relates to the anticipated construction;
- The field and laboratory test procedures used and the results obtained;
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary;
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction;
  Recommendations for box culvert foundation design parameters;
- Recommendations for pavement design, and
- Recommendations for testing required during site preparation and earthwork construction.

I. Surveying Services

At the direction and supervision of CONSULTANT, R.E. Holland and Associates, a SUBCONSULTANT to CONSULTANT shall provide mapping and surveying services for CONSULTANT for this project. These services will include enough detail to complete the design and permitting services described herein and shall at a minimum include the following:

<u>Boundary, Topographic, Tree and Wetland Survey:</u>

- Boundary Survey of the 100' corridor from Golden Wings Drive to Ortega Hills Drive.
- Location of existing buildings and FFE's within 100' corridor.
- Geotechnical boring and wetland flag locations.
- Topographic survey if 100' corridor on a 50' grid along with any grade breaks, ponds, ditches, swales and above ground utilities. Topographic survey to extend 25' outside of 100' corridor.

Topographic survey of Ortega Hills Drive to extend 200' in all directions from the intersection of Ortega Hills Drive and Cummings Lane.

- Tree survey will be done to the City of Jacksonville's tree standard. Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief.
- Sketch and legal descriptions pertaining to Right of Way acquisition.
- Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental benchmark.

Deliverables:
Deliverables shall include an electronic copy of the survey in AutoCAD Civil 3D (V2018, DTM included) shall be provided along with a signed and sealed Surveyor's Report

II. Project Deliverables

A. CONSULTANT shall provide five (5) signed and sealed copies of the construction plans, technical specifications and associated construction cost estimate. CONSULTANT shall provide electronic files of the Final Construction Plans and specifications to the City including PDF, AutoCAD, MS Word, MS Excel, and any other electronic format used in the design effort and construction document preparation.

B. CONSULTANT shall provide a copy of the Final Bid Documents in electronic WORD and PDF formats to the City.

III. Compensation Amount

Compensation will be the LUMP SUM amount of **$173,998.07**. Payments will be made based on the verifiable percent completion of each task listed below:

Task A – Concept Planning	$22,676.12
Task B – 30% Submittal	$14,452.96
Task C – 60% Submittal	$25,897.20
Structural/MOT	$7,425.57
Task D – 90% Submittal/Permitting	$18,188.84
Task E – 100% Construction Plans	$15,534.96
Task F – Environmental Services	$3,328.33
Task G – Bid Services	$4,683.10
Post Design/Construction Phase Servces	$6,125.24
Task H – Geotechnical Services (Reimbursable NTE)	$8,295.35
Task I – Surveying Services (Reimbursable NTE)	$47,200.00
Total LUMP SUM Compensation for all Tasks	***$173,998.07***

IV. Project Schedule

Concept Planning	60 Days after NTP
COJ Review	10 Days after Concept Plan Submittal
Survey/Geotechnical/Environmental	75 Days after Approval of Concept Plan
30% Plans Submittal	30 Days after Survey Completion
COJ Review	10 Days after 30% Plans Submittal

60% Plans Submittal	45 Days after Receipt of COJ 30% Plans Comments
COJ Review	10 Days after 60% Plans Submittal
90% Plans & Specs/Permitting	45 Days after Receipt of COJ 60% Plans Comments
COJ Review	10 Days after 90% Plans Submittal
100% Construction Plans	45 Days after Receipt of COJ 90% Plans Comments

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

- Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
- Traffic Impact Studies
- FEMA Map Revisions or Amendments
- Arborist Services
- Permitting/Relocation of Protected Species, if required.
- Utility Design and Permitting
- Subsurface groundwater modeling
- Construction Inspection Services
- Site lighting or structural design. It is assumed that existing lighting poles, if any, will remain or be relocated. It is also assumed that no bridge or structured design will be required.
- Landscape Architectural Design Services
- Wetland Mitigation Design or Payment of Mitigation Bank Fees
- NPDES Permitting, Reporting and Inspection Services.

VII. Attached as Appendices

A) Man-Hour Sheet

EXHIBIT B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project ORTEGA HILLS SUBDIVISION NORTH ACESS ROAD	**2. Proposal No. / Contract No.** P-07-19
3. Name of Consultant CMT	**4. Date of Proposal** 09/27/19

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 62.25	32	$ 1,992.00	1,992.00
Project Manager	$ 60.57	120	$ 7,268.40	7,268.40
Design Engineer or Architect	$ 45.00	188	$ 8,460.00	8,460.00
Designer or Technician	$ 39.00	312	$ 12,168.00	12,168.00
Drafter	$ 25.00	162	$ 4,050.00	4,050.00
Field Inspector	$ 28.00	0	$ 0.00	0.00
Clerical	$ 19.00	98	$ 1,862.00	1,862.00
TOTAL DIRECT LABOR	$39.25	912		$ 35,800.40

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	173.61 % x Total Direct Labor	$ 62,153.07
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		$ 97,953.47
8. PROFIT: Labor Related Costs (Item 7)	x 10%	$ 9,795.35

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Other	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 107,748.82
11. REIMBURSABLE COSTS (Limiting Amount)		
Survey (R.E. Holland and Assoc.)	$ 47,200.00	
Geotechnical Investigations (Meskel and Assoc.)	$ 8,295.35	
MOT, Structural, QC (Gibbs Group)	$ 7,425.57	
Environmental Wetlands (Peacock Consulting Group)	$ 3,328.33	
Tree Mitigation	$ 0.00	
Variable Message Sign (VMS)	$ 0.00	
Permitting Services & Permit Fees	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ 66,249.25

PART IV - SUMMARY

12. TOTAL CONTRACT AMOUNT (Lump Sum + Reimbursables)	$ **173,998.07**
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
173.61%*	0.461%*	Reimbursed	No	6.91%*

*Interim Rates

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

CONTRACT FEE SUMMARY FORMAT FOR CMT

PART I - GENERAL	
1. Project Ortega Hills Subdivision North Access Road	**2. Contract Number** P-07-19
3. Name of Consultant R.E. Holland & Associates, Inc.	**4. Date of Proposal** 9/27/2019

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ -	0	$ 0.00	
Project Manager	$ 54.55	10	$ 545.46	
Design Engineer or Architect	-	0	$ 0.00	
MOT	$ 58.18	0	$ 0.00	
Drafter	$ 36.36	97	$ 3,527.27	
Survey Crew	$ 54.55	240	$ 13,090.91	
Clerical	$ 16.36	0	$ 0.00	
TOTAL DIRECT LABOR	$49.46	347		$ 17,163.64
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 25,745.45
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 42,909.09
8. PROFIT: Labor Related Costs (Item 7	x		10%	$ 4,290.91

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
SUE Designations	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 47,200.00
11. REIMBURSABLE COSTS (Limiting Amount)		
Addenda Support	$ 0.00	
Construction Support Services	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT Reimbursable / NTE (Items 5, 6, 8, 9, 10 and 11)	**$ 47,200.00**

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Ortega Hills Subdivision North Access Road	**2. Proposal No. / Contract No.** **P-07-19**
3. Name of Consultant MESKEL & ASSOCIATES ENGINEERING	**4. Date of Proposal** 9/27/2019

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 57.70	1	$ 57.70	57.70
Project Manager/Senior Engineer	$ 48.07	6	$ 288.42	288.42
Staff Engineer	$ 30.40	15	$ 456.00	456.00
Drafter	$ 24.50	6	$ 147.00	147.00
Senior Field Inspector	$ 30.25	3	$ 90.75	90.75
Field Inspector	$ 20.50	3	$ 61.50	61.50
Clerical	$ 22.00	4	$ 88.00	88.00
TOTAL DIRECT LABOR	$ 31.30	38		$ 1,189.37
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	175 % x Total Direct Labor			$ 2,081.40
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 3,270.77
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 327.08

PART III - OTHER COSTS

9. Miscellaneous Direct Costs				
Field Exploration				
Mobilization of Crew & Eq. -ATV Mounted Rig	1	$500.00	$ 500.00	
Movement of Crew & Eq. Between Boreholes	7	$165.00	$ 1,155.00	
SPT Boring: 0 to 30 feet	40	$11.00	$ 440.00	
SPT Boring: 30 to 50 feet	0	$12.00	$ 0.00	
SPT Boring: 50 to 100 feet	0	$14.00	$ 0.00	
Auger Borings	126	$8.75	$ 1,102.50	
Grouting Borings, per foot	40	$6.50	$ 260.00	
Temporary Casing, 4-inch, per foot	0	$10.00	$ 0.00	
Laboratory Testing				
Natural Moisture Content, ea.	12	$10.00	$ 120.00	
Percent Passing No. 200 Sieve, ea	8	$35.00	$ 280.00	
Soil Gradation, ea	0	$60.00	$ 0.00	
Organic Content, ea	3	$40.00	$ 120.00	
Atterberg Limits, ea	1	$80.00	$ 80.00	
Corrosion Series, ea	4	$160.00	$ 640.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 4,697.50
10. SUBCONTRACTS (Lump Sum)				
			$	
SUB-CONTRACT SUB-TOTAL				$ -
TOTAL REIMBURSABLE (NTE) AMOUNT (Items 5, 6, 8, 9 and 10)				$ 8,295.35
11. REIMBURSABLE COSTS (Limiting Amount)				
			$ 0.00	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 8,295.35**
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	$ 8,295.35

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project: **Ortega Hills Subdivision North Access Road**	**2. Proposal No. / Contract No.** **P-07-19**
3. Name of Consultant: **The Gibbs Group, Inc.**	**4. Date of Proposal** **09/27/19**

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 62.25	0	$ 0.00	0.00
Project Manager	$ 60.57	0	$ 0.00	0.00
Design Engineer or Architect	$ 45.00	40	$ 1,800.00	1,800.00
Designer or Technician	$ 39.00	22	$ 858.00	858.00
Drafter	$ 25.00	0	$ 0.00	0.00
Field Inspector	$ 28.00	0	$ 0.00	0.00
Clerical	$ 19.00	0	$ 0.00	0.00
TOTAL DIRECT LABOR	$42.87	62		$ 2,658.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	153.97 % x Total Direct Labor			$ 4,092.52
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 6,750.52
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 675.05

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Other	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 7,425.57
11. REIMBURSABLE COSTS (Limiting Amount)		
Survey (R.E. Holland and Assoc.)	$ 0.00	
Geotechnical Investigations (Meskel and Assoc.)	$ 0.00	
MOT, Structural, QC (Gibbs Group)	$ 0.00	
Environmental Wetlands (Peacock Consulting Group)	$ 0.00	
Tree Mitigation	$ 0.00	
Variable Message Sign (VMS)	$ 0.00	
Permitting Services & Permit Fees	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 7,425.57**
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	$ 7,425.57

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project ORTEGA HILLS SUBDIVISION NORTH ACCESS ROAD	**2. Proposal No. / Contract No.** P-07-19
3. Name of Consultant Peacock Consulting Group, LLC	**4. Date of Proposal** 09/16/19

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$125.00	9	$ 1,125.00	1,125.00
		0	$ 0.00	0.00
		0	$ 0.00	0.00
		0	$ 0.00	0.00
Graphics	$50.00	2.2	$ 110.00	110.00
		0	$ 0.00	0.00
		0	$ 0.00	0.00
TOTAL DIRECT LABOR	$110.27	11.2		$ 1,235.00

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 145 % x Total Direct Labor		$ 1,790.75
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		$ 3,025.75
8. PROFIT: Labor Related Costs (Item 7) x 10%		$ 302.58

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Other	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 3,328.33
11. REIMBURSABLE COSTS (Limiting Amount)		
Survey (R.E. Holland and Assoc.)	$ 0.00	
Geotechnical Investigations (Meskel and Assoc.)	$ 0.00	
MOT, Structural, QC (Gibbs Group)	$ 0.00	
Environmental Wetlands (Peacock Consulting Group)	$ 0.00	
Tree Mitigation	$ 0.00	
Variable Message Sign (VMS)	$ 0.00	
Permitting Services & Permit Fees	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 3,328.33**
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	$ 3,328.33

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: CMT (formerly known as Stone Engineering Group)

Project Title: Ortega Hills Subdivision North Access Road

-Proposal Number: P-07-19 Total Base Proposal Amount (if applicable): $173,998.07

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Meskel & Associates Engineering	Women	Geotechnical	5%
R.E. Holland & Associates	Non-MBE	Survey & ROW	27%
Peacock Consulting Group	Non-MBE	Environmental	2%
The Gibbs Group, Inc.	African-American	Structural	4%

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	4%
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	5%
Non-MBE Participation Total	29%

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: _____ Title: Group Manager Date: 09/27/2019

Print Name: Paul E. Ina

CMT

PROJECT NAME: Ortega Hills Subdivision North Acess Road

PROFESSIONAL SERVICES BUDGET ESTIMATE

ESTIMATE BY: Paul Ina

DATE: 09/27/19

TASK DESCRIPTION		SENIOR PROF. ENG $187.00	PROJECT MANAGER $182.00	DESIGN ENGINEER $135.19	DESIGNER $117.17	DRAFTER $75.11	CLERICAL $57.08	TOTALS HOURS	TOTALS COST
Conceptual Planning	Hrs	8.0	24.0	40.0	60.0	40.0	24.0	196.0	
	Cost	$1,496.00	$4,368.00	$5,407.60	$7,030.20	$3,004.40	$1,369.92		$22,676.12
30% Design Plans	Hrs	6.0	16.0	24.0	40.0	24.0	12.0	122.0	
	Cost	$1,122.00	$2,912.00	$3,244.56	$4,686.80	$1,802.64	$684.96		$14,452.96
60% Design Plans	Hrs	6.0	32.0	48.0	80.0	32.0	12.0	210.0	
	Cost	$1,122.00	$5,824.00	$6,489.12	$9,373.60	$2,403.52	$684.96		$25,897.20
90% Design Plans/Permitting	Hrs	4.0	16.0	32.0	60.0	24.0	24.0	160.0	
	Cost	$748.00	$2,912.00	$4,326.08	$7,030.20	$1,802.64	$1,369.92		$18,188.84
100% Construction Plans	Hrs	4.0	24.0	24.0	40.0	24.0	12.0	128.0	
	Cost	$748.00	$4,368.00	$3,244.56	$4,686.80	$1,802.64	$684.96		$15,534.96
Bid Services	Hrs	2.0	4.0	12.0	8.0	6.0	10.0	42.0	
	Cost	$374.00	$728.00	$1,622.28	$937.36	$450.66	$570.80		$4,683.10
Design Support	Hrs	2.0	4.0	8.0	24.0	12.0	4.0	54.0	
	Cost	$374.00	$728.00	$1,081.52	$2,812.08	$901.32	$228.32		$6,125.24
	Hrs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
	Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	Hrs							0	
	Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	Hrs							0	
	Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
TOTALS:	Hrs	32.0	120.0	188.0	312.0	162.0	98.0	912.0	
	Cost	$5,984.00	$21,840.00	$25,415.72	$36,557.04	$12,167.82	$5,593.84		$107,558.42

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

April 25, 2019

Roger Driskell, Director, Surface Transportation Business Unit
CRAWFORD, MURPHY & TILLY, INC.
2750 West Washington Street
Springfield, Illinois 62702

Dear Mr. Driskell:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

August 30, 2019

Sheldon Gibbs, President
THE GIBBS GROUP, INC. d/b/a GIBBS GROUP, INC.
7400 Baymeadows Way, Suite 215
Jacksonville, Florida 32256

Dear Mr. Gibbs:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 5 - Bridge Inspection

5.1 - Conventional Bridge Inspection
5.4 - Bridge Load Rating

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
373.43%	153.97%	Reimbursed	No	0.00%	0.00%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 22, 2019

Anoinette Meskel, President
MESKEL & ASSOCIATES ENGINEERING, PLLC
8936 Western Way, Suite 12
Jacksonville, Florida 32256

Dear Ms. Meskel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.2 - Geotechnical Classification Laboratory Testing
9.3 - Highway Materials Testing
9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
246.83%	138.60%	0.398%	Reimbursed	No	1.40%	0.00%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

August 30, 2019

Sheldon Gibbs, President
THE GIBBS GROUP, INC. d/b/a GIBBS GROUP, INC.
7400 Baymeadows Way, Suite 215
Jacksonville, Florida 32256

Dear Mr. Gibbs:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 5 - Bridge Inspection

5.1 - Conventional Bridge Inspection
5.4 - Bridge Load Rating

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
373.43%	153.97%	Reimbursed	No	0.00%	0.00%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 22, 2019

Anoinette Meskel, President
MESKEL & ASSOCIATES ENGINEERING, PLLC
8936 Western Way, Suite 12
Jacksonville, Florida 32256

Dear Ms. Meskel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.2 - Geotechnical Classification Laboratory Testing
9.3 - Highway Materials Testing
9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
246.83%	138.60%	0.398%	Reimbursed	No	1.40%	0.00%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Crawford, Murphy & Tilly, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2750 West Washington Street

Requester's name and address (optional)

6 City, state, and ZIP code
Springfield, IL 62702

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 7 - 0 8 4 4 6 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ David J. Brukner, CFO Date ▶ 1-2-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") effective as of March 15th, 2019 (the "Effective Date") and is by and between Crawford, Murphy & Tilly, Inc., a Delaware corporation ("Assignee"), and Stone Engineering Group, Inc., a Florida corporation ("Assignor").

RECITALS

WHEREAS, this Assignment is executed and delivered pursuant to that certain Asset Purchase Agreement dated March 15th, 2019, by and between Assignee, Assignor, Gary L. Sneddon, Reynold D. Peterson, and Paul E. Ina (the "Purchase Agreement").

WHEREAS, Assignor wishes to assign to Assignee its rights and obligations under the assumed contracts described and set forth on Exhibit "A" attached hereto (the "Professional Services Contracts"), and Assignee wishes to assume Assignor's rights and obligations under the Professional Services Contracts.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the Effective Date, Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee all of its right, title, and interest in and to the Professional Services Contracts. Effective as of the Effective Date, Assignee hereby accepts the sale, assignment, conveyance, transfer and delivery of Assignor's right, title and interest in and to the Professional Services Contracts and assumes and agrees to perform all obligations arising under each Professional Services Contract, in accordance with the terms thereof, and will hold Assignor harmless from any and all liability resulting therefrom. Assignor shall remain responsible for all of its obligations under the Professional Services Contracts arising or accruing up to the Effective Date.

3. Purchase Agreement. The parties acknowledge and confirm that this Assignment is made subject to the Purchase Agreement and that this Assignment is subject to the mutual rights and obligations set forth in the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided, and subject to the limitations set forth, in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. No Waiver. Notwithstanding the foregoing, nothing provided herein shall be construed as a waiver by Assignor of any claim or defense against any third party relating to any breach or default by such third party occurring under a Professional Services Contract prior to the date hereof and Assignor shall be permitted to pursue or continue legal action with respect thereto.

5. Indemnification. Assignee shall indemnify and hold Assignor and Shareholders harmless from and against all obligations and liabilities under the Professional Services Contracts to the extent such obligations and liabilities arise after the Effective Date and are required to be performed on or after the Effective Date. Assignor and Shareholders shall indemnify and hold Assignee harmless from and against all obligations and liabilities to the extent that such obligations and liabilities arose on or prior to the Effective Date or were required to be performed prior to the Effective Date.

6. Legal Expenses. If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including reasonable fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith, including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Assignment against another where such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

7. Successors and Assigns; Governing Law. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any of the conflict of law rules thereof.

8. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

9. Counterparts; Facsimile. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile transmission, or e-mail transmission of images in PDF or similar format, of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

10. Negotiation and Construction. This Assignment and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Assignment shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

ASSIGNEE:

Crawford, Murphy & Tilly, Inc.

By: _____
Dan Meckes, Chairman & CEO

ASSIGNOR:

Stone Engineering Group, Inc.

By: _____
Gary L. Sneddon, President