

**PROPRIETARY AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AON RISK SERVICES, INC. OF FLORIDA
FOR
THREE FIRE ALARM/PROTECTION SYSTEMS**

THIS PROPRIETARY AGREEMENT is made and entered into in duplicate this 27 day of May, 2015, retroactive to January 1, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the "CITY"), and AON RISK SERVICES, INC. OF FLORIDA, a Florida profit corporation with principal office located at 200 East Randolph Street, Chicago, Illinois 60601 ("CONSULTANT"), to allow CONSULTANT to complete engineering design services for three Fire Alarm/Protection Systems (the "Project").

RECITALS:

WHEREAS, on July 2, 2013, the parties made and entered into City of Jacksonville Contract #8388-03 for the Project; and

WHEREAS, City Contract #8388-03 expired on December 31, 2014; and

WHEREAS, the Project has not been completed; and

WHEREAS, the parties wish to enter into this Proprietary Agreement to allow CONSULTANT to complete the Project; and

WHEREAS, it is in the best interests of the CITY to enter into this Proprietary Agreement so as to allow CONSULTANT to complete the Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the CITY hereby engages CONSULTANT for professional services to complete the Project in accordance with the following:

SECTION O

INCORPORATION OF RECITALS

The above-stated recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 1 BASIC SERVICES OF THE CONSULTANT

1.01 STATEMENT OF CONSULTANT SERVICES

CONSULTANT shall furnish all services, documents, drawings, and other matters called for in this Proprietary Agreement, as well as those contained in the "Scope of Services", attached hereto as **Exhibit A** and made a part hereof by this reference, and those contained in City Contract #8388-03. If any services, functions, or responsibilities not specifically described in this Proprietary Agreement, the Scope of Services, and/or City Contract #8388-03 are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Proprietary Agreement or City Contract #8388-03. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. CONSULTANT accepts the special relationship established between itself and CITY by this Proprietary Agreement and City Contract #8388-03. CONSULTANT covenants with CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives, and others in fostering the interests of CITY. CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of CITY.

1.02 PERIOD OF SERVICE

This Proprietary Agreement shall be effective as of January 1, 2015, and shall continue and remain in full force and effect until the Project is completed and accepted as completed by CITY.

1.03 COMMENCEMENT OF WORK: N/A

1.04 GENERAL REQUIREMENTS: See City Contract #8388-03.

1.05. STUDY (CONCEPTUAL DESIGN) PHASE: N/A

1.06 FINAL DESIGN PHASE: N/A

1.07. CONTRACT ADMINISTRATION PHASE: N/A

1.08. RESIDENT PROJECT REPRESENTATION: See City Contract #8388-03.

1.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION: See City Contract #8388-03.

**SECTION 2
CITY'S RESPONSIBILITIES**

See City Contract #8388-03.

**SECTION 3
PAYMENT FOR SERVICES OF CONSULTANT**

3.01. CITY shall pay to CONSULTANT, in increments proportional to satisfactory completion, for all services actually, timely, and faithfully rendered under this Proprietary Agreement the amount of **SIXTY-SIX THOUSAND FIVE HUNDRED FIFTY AND 42/100 USD (\$66,550.42)** as detailed in the Contract Fee Summary set forth in **Exhibit A** to this Proprietary Agreement. Payment of such sum is contingent on CONSULTANT's final completion of the Project as specified in this Proprietary Agreement, the Scope of Services, and City Contract

#8388-03. Such final completion of the Project must be acceptable to and accepted by CITY. Such acceptability and acceptance may not be unreasonably denied.

3.02. The maximum indebtedness of CITY for all Services to be performed pursuant to this Proprietary Agreement shall not exceed the sum of **SIXTY-SIX THOUSAND FIVE HUNDERD FIFTY AND 42/100 USD (\$66,550.42)**.

3.03. For additional payment terms, see Section 3 of City Contract #8388-03.

SECTION 4 ADDITIONAL SERVICES OF CONSULTANT

See City Contract #8388-03.

SECTION 5 GENERAL CONDITIONS

5.01 TERMINATION AND SUSPENSION: See City Contract #8388-03.

5.02 OWNERSHIP OF DOCUMENTS: See City Contract #8388-03.

5.03 ESTIMATES: See City Contract #8388-03.

5.04 INDEMNIFICATION: See City Contract #8388-03.

5.05 INSURANCE: See City Contract #8388-03.

5.06 SUCCESSORS AND ASSIGNS: See City Contract #8388-03.

5.07 NON-DISCRIMINATION PROVISIONS: See City Contract #8388-03.

5.08. PROMPT PAYMENT TO SUBCONSULTANTS.: See City Contract #8388-03.

5.09 RETENTION OF RECORDS

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work under this Proprietary Agreement and shall make such materials available at all reasonable times during the

period of this Proprietary Agreement and for three (3) years from the date of final payment under this Proprietary Agreement for inspection, copying, and/or audit by CITY.

5.10 COMPLIANCE WITH STATE AND OTHER LAWS: See City Contract #8388-03.

5.11 SETTLEMENT OF CLAIMS: See City Contract #8388-03.

5.12 ACCURACY OF WORK: See City Contract #8388-03.

5.13 PUBLIC UTILITIES AND PERMITTING AUTHORITIES: See City Contract #8388-03.

5.14 TRUTH IN NEGOTIATION CERTIFICATE

CONSULTANT understands and agrees that execution of this Proprietary Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Proprietary Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Project pursuant to this Proprietary Agreement.

5.15 INDEPENDENT CONTRACTOR: See City Contract #8388-03.

5.16 CONSULTANT DEFINED: See City Contract #8388-03.

5.18 CONSTRUCTION

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Proprietary Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Proprietary Agreement.

5.18 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this Proprietary Agreement and those of the exhibits attached hereto or amendments, the priority shall be: 1) fully executed amendments, 2) the provisions of this Proprietary Agreement, and 3) exhibits to this Proprietary Agreement, in decreasing order of precedence.

5.19 AMENDMENTS

This Proprietary Agreement may be amended only by written instrument specifically referring to this Proprietary Agreement and executed with the same formalities as this Proprietary Agreement.

5.20 ETHICS PROVISION FOR PROFESSIONAL SERVICES: See City Contract #8388-03.

5.21 COOPERATION WITH COUNSEL FOR THE CITY: See City Contract #8388-03.

5.22 SEVERABILITY

Should any provision of this Proprietary Agreement be deemed to be unenforceable or not legal by a court of competent jurisdiction, the remaining provisions of this Proprietary Agreement shall remain in full force and effect.

5.23 ENTIRE AGREEMENT

This Proprietary Agreement and City Contract #8388-03 represent the entire agreement by and between the parties with respect to the project. No representation, understanding, statement, agreement, course of conduct, or course of action by the parties or by their representatives that is not in this Proprietary Agreement or City Contract #8388-03 shall be binding.

5.24 COUNTERPARTS

This Proprietary Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

5.25 GOVERNING LAW AND VENUE: See City Contract #8388-03.

5.26 NON WAIVER: See City Contract #8388-03.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By *[Signature]*
Alvin Brown, Mayor



Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

AON RISK SERVICES, INC. OF
FLORIDA

By _____
Signature

Type/Print Name

Title

By *[Signature]*
Signature
Janette Wilcox
Type / Print Name
President Managing Director
Title

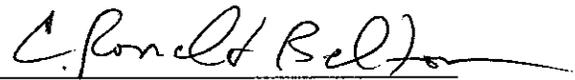
Encumbrance and funding information for internal City use:

Account

Amount \$66,550.42

This above stated amount is the maximum fixed monetary amount of the foregoing contract.

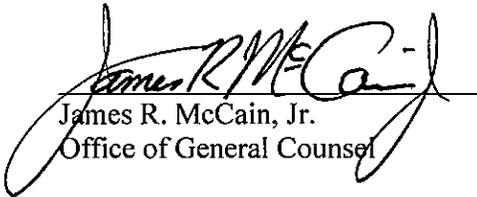
In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.



Director of Finance
City Contract # 8388-03A

AB

Approved as to form:



James R. McCain, Jr.
Office of General Counsel

EXHIBIT "A"

Page 1 of 2

City of Jacksonville P-19-12 Engineering Design Services
PTDF, PMB, and CTC
Task List and Fee Schedule – Final

The proposed services and fee included herein are for three new fire alarm systems for the City of Jacksonville. The buildings in question are as follows:

Pre-Trial Detention Facility (PTDF), 500 East Adams Street: A building with six floors, with mechanical mezzanines above each floor, and a lower service level.

Police Memorial Building (PMB), 501 East Bay Street: A three-story structure housing police headquarters.

Community Transition Center (CTC) located at 451 Catherine Street: A complex consisting of four buildings: the administration/recreation center, two dormitories, and a laundry/maintenance building, all single-story structures.

Proposed Services

Basic Services to be provided by Aon for the referenced project are as follows:

Design Development

- Create architectural floor plans in AutoCAD electronic format for all three facilities.
 - Scan client-provided floor plan drawings of the existing buildings.
 - Update the drawings to incorporate any minor changes to the building's interior related to walls, partitions, and doors.
- Conduct a site survey to identify existing conditions, fire alarm control panel and device locations, and determine locations for the new fire alarm equipment. We will gather this information in the form of field observations, drawing reviews, and interviews with Client's personnel regarding any systems requiring an interface with the new fire alarm system.
- Prepare design documents consisting of drawings and specifications for the automatic fire detection and alarm system in accordance with and local codes.
- Design drawings will consist of floor plans with alarm device locations, device installation details, fire alarm system riser diagrams, sequence of operation matrix, one-line diagram of control equipment, and riser locations. They will also include installation information regarding the required interface with auxiliary systems and required auxiliary functions.

Specifications will consist of a Technical Section for the fire alarm system, and will not be specific to any one manufacturer.
- Submit five hardcopies of design documents at the approximately 95% completion for review by the Client.
- Prepare and issue 100% complete bid documents incorporating Client's comments of the 95% complete submission.
- Submit bid documents to the City of Jacksonville Fire Department's Fire Prevention Division for code compliance review and approval. Attend a meeting with the Fire Prevention Division and the other stakeholders to discuss any issues or concerns resulting from the review.
- Revise the bid documents incorporating any changes required by the code compliance review and prepare the final bid documents. Five sets of approved drawings and specifications will be delivered to the Client's representative, along with electronic files of the documents.

EXHIBIT "A"

Page 2 of 2

Bid Assistance

- Attend one contractor pre-bid/walkthrough meeting. The pre-bid meeting will include all three facilities on the same day. Prepare minutes summarizing items discussed at the meeting and issue to the Client's representative.
- Review and respond to contractor pre-bid questions and prepare a written response to Client's representative. Prepare and issue pre-bid addendums as necessary during the bid period.

Construction Administration

- Participate in a pre-construction kickoff meeting on-site at each facility with the selected contractor to discuss fire alarm installation phasing, milestones, and expectations. Provide minutes of the meeting to the Client.
- Review contractor's submittal of shop drawings and equipment datasheets for compliance with the design documents. Provide a letter report to the Client summarizing findings and corrective actions, if necessary. Review up to one revised submittal.
- Perform construction site observation visits to review installation progress and compliance with approved shop drawings. Provide a construction observation report to the Client's representative after each site visit. A 12-month construction period is estimated with 16 site visits total being provided. It is anticipated that all three fire alarm systems will be replaced concurrently during this 12-month period.
- Review contractor's requests for payment and associated schedule of values. Forward recommendation on requests to the Client's representative.
- Witness the field acceptance testing of the Pre-Trial Building's fire alarm system by the Contractor. Testing will be performed in four phases as installation is completed on the floors. Each phase of testing will consist of a site visit of up to 4 hours. The tests conducted will be the final for each phase and completed with the City of Jacksonville Fire Prevention Division's representative present. A written summary letter report for each test will be provided. Corrections to any deficiencies in the first three tests will be reviewed during the next schedule test phase. Any corrections to deficiencies in the phase four test will be reviewed by the City of Jacksonville Fire Prevention Division and results shared with Aon to close out the deficiencies.
- Witness the field acceptance testing of the Police Memorial Building's fire alarm system by the Contractor. Testing will be performed in a single visit of up to 8 hours. The test conducted will be the final for this building and completed with the City of Jacksonville Fire Prevention Division's representative present. A written summary letter report for this test will be provided. Any corrections to deficiencies in the test will be reviewed by the City of Jacksonville Fire Prevention Division and results shared with Aon to close out the deficiencies.
- Witness the field acceptance testing of the Community Transition Center's fire alarm system by the Contractor. Testing will be performed in a single visit of up to 4 hours. The test conducted will be the final for this building and completed with the City of Jacksonville Fire Prevention Division's representative present. A written summary letter report for this test will be provided. Any corrections to deficiencies in the test will be reviewed by the City of Jacksonville Fire Prevention Division and results shared with Aon to close out the deficiencies.
- Conduct one review of the completed as-built drawings and closeout material for compliance with specification requirements and issue a letter report to the Client of our findings and recommendations.
- Provide up to 10 hours of remote support. Client can utilize this time to obtain answers to project questions when they arise.

PROCUREMENT DIVISION



March 12, 2015

The Honorable Alvin Brown, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-25-15 PR#1 Engineering Design for Three (3) Fire Alarm/Protection Systems
Department of Public Works/Public Buildings Division

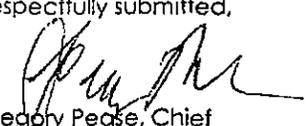
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of reviewing a proprietary award for the above-captioned project.

The following motion and/or recommendation was adopted:

That the City of Jacksonville enter into a Proprietary agreement with Aon Risk Services, Inc., to complete Engineering Design Services for Three Fire Alarm/Protection Systems from date of execution of the agreement to completion of project by ratifying the period of service from January 1, 2015 to March 12, 2015 and extending the period of service to completion of project; incorporating the attached scope of services and fee contract summary identified as Exhibit 'A'; The maximum indebtedness will be a not-to-exceed maximum indebtedness of \$66,550.42. All other terms and conditions as established in contract 8388-03 remaining unchanged. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

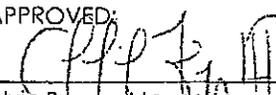
If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

APPROVED:


Alvin Brown, Mayor

This 16th day of March, 2015

GF

cc: Council Auditor
James McCain, OGC
Philip Boyton, GAD
Subcommittee Members

RECEIVED
3/18/15
