<table>
<thead>
<tr>
<th>Subcommittee Members</th>
<th>ITEM #</th>
<th>TITLE &amp; ACTION</th>
<th>MOTION</th>
<th>CONTR EXP</th>
<th>OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Follin</td>
<td>P-27-15</td>
<td>Contract Amendment No. 1 Engineering Testing Services - Annual Contract - Asphalt Testing / Inspection &amp; Construction Materials Testing Department of Public Works</td>
<td>That Contract No. 10192, originally executed March 30, 2016, between the City of Jacksonville and Meskel &amp; Associates Engineering, PLLC, for Engineering Testing Services - Annual Contract: Asphalt Testing/Inspection &amp; Construction Materials Testing, is amended to exercise the first of two 2-year renewal options extending the period of service from March 30, 2018 through March 29, 2020, with one renewal option remaining. The maximum Indebtedness shall remain a not-to-exceed amount of $300,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City’s Ordinances, Procurement policies and procedures, and applicable Federal and State laws.</td>
<td>03/30/18</td>
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<tr>
<td>Steve Long</td>
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<tr>
<td>Tom Follin</td>
<td>P-27-15</td>
<td>Contract Amendment No. 1 Engineering Testing Services - Annual Contract - Soil Borings, Underwater Condition Surveys and Related Tests Department of Public Works</td>
<td>That Contract No. 10192-01, originally executed April 6, 2016, between the City of Jacksonville and Meskel &amp; Associates Engineering, PLLC., for Engineering Testing Services - Annual Contract: Soil Borings, Underwater Condition Surveys and Related Tests, is amended to exercise the first of two, 2-year renewal options extending the period of service from April 6, 2018 through April 5, 2020, with one renewal option remaining. The maximum Indebtedness shall remain a not-to-exceed amount of $300,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City’s Ordinances, Procurement policies and procedures, and applicable Federal and State laws.</td>
<td>04/06/18</td>
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<td>Steve Long</td>
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<tr>
<td>Twane Duckworth</td>
<td>P-43-14</td>
<td>Contract Amendment No. 5 Property Insurance Broker Services Risk Management Division</td>
<td>That City Contract No. 8518-03, between the City of Jacksonville and Arthur J. Gallagher Risk Management Services, Inc., for Property Insurance Brokerage Services; for the placement and binding, and ratification of the purchase of property, boiler and machinery, and the addition of terrorism coverage for the City of Jacksonville and Jacksonville Port Authority (JPA) is amended to: (i) exercise the third of four (4) renewal options effective March 1, 2018 to March 1, 2019, with one (1) renewal option remaining; (ii) incorporate the attached 2018-2019 GTACP identified as Exhibit B-4, and the 2017-2018 Renewal Results Identified as Exhibit B-3; and (iii) provide an amount of $3,021,695.65 for the property insurance program, Boiler &amp; Machinery and Terrorism Insurance; Therefore (iii) increase the maximum Indebtedness by a not to exceed amount of $3,021,695.65 to a new total maximum Indebtedness of $18,629,583.40. All other terms and conditions shall remain the same.</td>
<td>03/01/18</td>
<td></td>
</tr>
<tr>
<td>Ann Willis</td>
<td></td>
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</tr>
</tbody>
</table>
| Twane Duckworth | P-58-15 | Contract Amendment No. 2  
| Ann Wills | PB#1 | Master Casualty Consulting/Employee Benefits Consulting Services  
| | | Risk Management Division  
| | | That Contract No. 9429-02 with E.W. Silver & Associates d/b/a Silver Insurance Consultants Management for Master Casualty Consulting/Employee Benefits Auditing Services, is amended to:  
| | | (i) ratify the contract from October 1, 2017 to effective date of renewal and exercise the second of four (4) one-year renewals extending the period of service through September 30, 2018 with two (2) renewal options remaining; and (ii) increasing the maximum indebtedness by $65,000.00 to a new not-to-exceed total maximum indebtedness of $205,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures, and applicable Federal and State laws.  
| | | 10/01/17  
| | | MEETING ADJOURNED:
February 14, 2018

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

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

FROM: Tom Fallin, P.E.
      Chief, Engineering and Construction Management Division

Steven D. Long, Jr., P.E., Chief
Right-of-Way and Stormwater Maintenance Division

Consultant Services Account Nos.: N/A
Internal Services Account No.: PWEN011AD

Contract #10192 between the City and Meskel & Associates Engineering, PLLC is set to expire March 29, 2016. All work has been performed satisfactorily for the past two years. Section 1.2 of the contract allows for two, two year renewals. Therefore, we wish to extend the contract for the 1st of the two year renewals. There is no rate increase associated with this amendment. EBO goals of 15% continue to be met with this amendment.

Accordingly, this is to recommend that Contract # 10192, originally executed March 30, 2016, between the City of Jacksonville and Meskel & Associates Engineering, PLLC for Engineering Testing Services-Annual Contracts: Asphalt Testing/Inspection and Construction Materials Testing be amended to extend the period of service from March 29, 2018 thru March 29, 2020, all other terms and conditions of the Agreement remaining unchanged.

TF/Iw

cc:   Lori A. West, Engineering Contract Specialist
February 8, 2018

Lori A. West  
Engineering Contract Specialist  
City of Jacksonville | Engineering and Construction Management Division  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202

Re: Contract Renewal No. 10192  
City of Jacksonville, Asphalt Testing / Inspection and Routine Testing (P-27-15)

Ms. West,

Meskel & Associates Engineering (MAE) appreciates the opportunity to provide services through contract number 10192. We request that the City of Jacksonville renew our contract for the 1st of 2 renewal options.

We are requesting no change in our approved rates. MAE will continue to meet and/or exceed the 18% JSEB requirement. As a JSEB firm, we understand the importance of supporting the JSEB business community.

Please let us know if you need additional information or assistance.

Respectfully,
MESKEL & ASSOCIATES ENGINEERING, PLLC

Antoinette D. Meskel, PE  
President, Principal Engineer
February 14, 2018

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

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

FROM: Tom Fallin, P.E.  
   Chief, Engineering and Construction Management Division  
   Steven D. Long, Jr., P.E., Chief  
   Right-of-Way and Stormwater Maintenance Division

   Contract 10192-01 Amendment 1  
   Consultant Services Account Nos.: N/A  
   Internal Services Account No.: PWEN011AD

Contract #10192-01 between the City and Meskel & Associates Engineering, PLLC is set to expire April 6, 2018. All work has been performed satisfactorily for the past two years. Section 1.2 of the contract allows for two, two year renewals. Therefore, we wish to extend the contract for the 1st of the two year renewals. There is no rate increase associated with this amendment. EBO goals of 15% continue to be met with this amendment.

Accordingly, this is to recommend that Contract # 10192-01 originally executed April 6, 2016, between the City of Jacksonville and Meskel & Associates Engineering, PLLC for Engineering Testing Services-Annual Contracts: Soil Borings, Underwater Condition Surveys and Related Tests be amended to extend the period of service from April 6, 2018 thru April 6, 2020, all other terms and conditions of the Agreement remaining unchanged.

TF/Iw

cc: Lori A. West, Engineering Contract Specialist
February 8, 2018

Lori A. West  
Engineering Contract Specialist  
City of Jacksonville | Engineering and Construction Management Division  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202

Re: Contract Renewal No. 10192-01  
City of Jacksonville, Soil Borings, Underwater Condition Surveys & Related Testing (P-27-15)

Ms. West,

Meskel & Associates Engineering (MAE) appreciates the opportunity to provide services through contract number 10192-01. We request that the City of Jacksonville renew our contract for the 1st of 2 renewal options.

We are requesting no change in our approved rates. MAE will continue to meet and/or exceed the 18% JSEB requirement. As a JSEB firm, we understand the importance of supporting the JSEB business community.

Please let us know if you need additional information or assistance.

Respectfully,

MESKEL & ASSOCIATES ENGINEERING, PLLC

[Signature]

Antoinette D. Meskel, PE  
President, Principal Engineer

Meskel & Associates Engineering, PLLC  
8936 Western Way, Suite 12, Jacksonville, Florida 32256  
904-519-6992  
www.meskelengineering.com
TO: Greg Pease, Chairperson, Professional Services Evaluation Committee
COPY: Alex Baker, PSEC Specialist
FROM: Twane Duckworth, Chief of Risk Management
Ann Willis, Property & Casualty Compliance Administrator
DATE: February 20, 2018
RE: 8518-03 Property Insurance Broker Services Contract - AMD #5

The current contract No. 8518-03 Property Broker Services in the Scope of Services allows for placement of property, boiler & machinery and terrorism coverage by Arthur J. Gallagher Risk Management Services, Inc. with a maximum indebtedness of $13,386,587.75.

It is respectfully requested that City Contract No. 8518-03, with Arthur J. Gallagher Risk Management Services, Inc., be amended for the placement and binding, and ratification of the purchase of property, boiler and machinery, and the addition of terrorism coverage for the City of Jacksonville and Jacksonville Port Authority effective March 1, 2018 to March 1, 2019 for the property insurance program, and Property/Boiler & Machinery Insurance with a not to exceed amount of to $4,821,695.65 to cover the insurance renewal premium.

The new maximum indebtedness should be adjusted from $13,386,587.75 by a not to exceed amount of $4,821,695.65 for a new maximum indebtedness of $18,208,283.40. All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibits for your review:
Exhibit A - Original Contract # 8518-03 Property Broker Services & Amendment#
Exhibit B-4-2018-2019 GTACP
Exhibit E-3 - 2017-2018 Renewal Results presented by Arthur J. Gallagher Risk Management Services, Inc.

Thank you for your consideration.
SERVICES CONTRACT BETWEEN
THE CITY OF JACKSONVILLE AND
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
FOR
PROPERTY BROKER SERVICES

THIS CONTRACT, made and entered into this 6th day of January, 2015 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. (the "CONTRACTOR"), an Illinois corporation authorized to transact business in Florida and with its principal offices at Two Pierce Place, Itasca, Illinois 60143.

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No.P-43-14 (the "RFP") for property broker services for the City's Administrative and Finance Department and Risk Management Division as described in the RFP; and

WHEREAS, based on CONTRACTOR'S response to the RFP dated December 10, 2014, consisting of 169 pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Performance of Services. The Services will be performed by CONTRACTOR as specified in the RFP and the Response, and as set forth on Exhibit "A" attached hereto and hereby incorporated herein by this reference.

2. Compensation. CONTRACTOR will be paid by the CITY for the Services as specified in Attachment VII of the Response and in accordance with Exhibit "B" attached hereto and incorporated herein by this reference. See Exhibit "C" attached hereto and incorporated herein by this reference for JSEB Subcontractor compensation schedule.

3. Maximum Indebtedness. As required by Section 106.431, Ordinance Code, the CITY's maximum indebtedness, for all products, deliverables and services under this Contract, which shall include but not be limited to all premiums, cost of state taxes and surcharges, policy fees and inspections, JSEB subcontractor, and the GTACP, shall be a fixed monetary amount not-to-exceed FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). All required CITY payments are subject to available CITY funding.

4. Term. The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2015, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to four (4) additional one (1) year periods by (i) the CITY, in its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to the end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. Contract Documents. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall
have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. Notices. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

Risk Management Division  
117 West Duval Street, Suite 335  
Jacksonville, Florida 32202

With a copy to:

City of Jacksonville  
Office of the General Counsel  
City Hall-St. James Building  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

As to the CONTRACTOR:

Arthur J. Gallagher Risk Management Services, Inc.  
Two Pierce Place  
Itasca, Illinois 60143

Service Offices:

2255 Glades Road, Suite 200E  
Boca Raton, FL 33431

And:

10199 Southside Blvd.  
Jacksonville, FL 32256

7. Contract Managers. Each Party will designate a Contract Manager during the
term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Ceci Ford, 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202, and the CONTRACTOR'S Contract Manager is Judy Arenz, 2255 Glade Road, Suite 200E, Boca Raton, Florida 33431. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signatures on following page.]
IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

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

By Alvin Brown
Mayor

In accordance with the Code, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid:

C. Ronald Beston
Director of Finance
City Contract Number: 8518-03

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

By Judith Arenz
Signature
JUDITH ARENZ
Type/Print Name
AREA SERVICE PRESIDENT
Title

ARThUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.,
an Illinois corporation

By: [Signature]
Type/Print Name
AREA PRESIDENT
Title
Exhibit "A"

Scope of Services
Section 4
Description of Services and Deliverables

The successful Service Broker must provide, at a minimum, the services described below:

1. Provide consultation and recommendations to the City on exposures, existing coverage, and the desire and/or feasibility of potential changes to program.

2. Consult with the City to formulate a marketing strategy that focuses on delivering a cost-effective Property, Boiler & Machinery, Fine Arts and Terrorism and other first party property coverages when applicable. Suggest alternative program structure, risk financing vehicles to reduce total cost of risk. Summarize market conditions and results of the marketing strategy developed with the City and communicate program recommendations prior to marketing.

3. Design specifications and create underwriting submission for property insurance, including boiler and machinery, terrorism and any other first party property coverage the City may have to retain, market the program, and other services, when instructed to do so by the City, including assisting the City in the completion of all applications, documents and gathering necessary data. Obtain Risk Management's approval on marketing submission and markets being approached.

4. Market the coverage, including assisting the City to respond to additional underwriters request for information, completion of supplemental applications, documents and gathering necessary data.

5. Analyze the coverage terms and provide other services, when instructed to do so by the City.

6. Attend reasonably noticed meetings related to the insurance with City staff and other parties, as requested.

7. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the City and verify the reasonableness of the price for the coverage provided. Review and analyze the coverage forms for inclusion and exclusion language and conditions.

8. Provide the City with a summary of various insurance program options, including but not limited to, limits, coverage, deductibles, retention levels, terms, conditions, premiums, and payment options.

9. Make recommendations to the City of the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the City's needs and objectives.

10. Provide analysis and recommendations as to the most cost effective means for addressing the City's Property, Boiler & Machinery, Fine Arts and Terrorism and other miscellaneous policies associated with property exposures.

11. The successful Service Broker and/or affiliated companies shall become Agent of Record and represent the City in all negotiations with Insurers, underwriters and other parties with regard to the insurance program including negotiate the placement of the City's Property, Boiler & Machinery, Fine Arts and Terrorism policies and any other property coverage the City may have to retain, with domestic markets or international markets such as but not limited to London, Bermuda, Zurich.
12. From time to time it will be necessary for the City and Proposer to meet in person. The Service Broker’s travel expenses shall be the exclusive responsibility of the Service Broker.

13. When instructed to do so by the City, administer the placement of coverage and original binders, policies and endorsements, as required in the timetable specified by the City.

14. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.

15. All binders and policies will be delivered in an organized format, including table of contents in electronic format and in three ring binders. Delivery of binders and policies must include a letter outlining any discrepancies, table of contents, schedule of insurance, final schematic, and pending amendments.

16. Provide insurance coverage summaries/descriptions (schedule of insurance) and update as policies are renewed. Schedule of insurance shall include but not be limited to policy period, carrier, policy number, limits, deductibles (where applicable), breakdown of premium, applicable surcharges and total cost.

17. Review accounting and billing data received from insurance markets on the City’s behalf to ensure accuracy.

18. Except with the prior written approval of the City, place insurance on behalf of the City with insurers that meet or exceed the Service Broker’s minimum financial guidelines or a rating of not less than “A-” V11 as assigned by A.M. Best. Or, if deemed appropriate for the City’s risk management program, secure coverage through an alternative risk financing mechanism such as a captive or risk retention group. Monitor published financial information of any insurers with whom the City’s coverage is placed. Advise the City if the status of an insurer falls below Proposer’s or A.M. Best guidelines herein.

19. Continually evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the City.

20. Keep apprised of potential legislative changes that could impact the City’s Insurance program (i.e., Federal and State requirements, but not limited to FEMA, etc.)

21. Oversee and coordinate all relevant services performed by the insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.

22. Perform administrative and clerical services relative to account management, including but not limited to issuance of certificates of insurance, verification of the accuracy of bills, audits and all premium adjustments.

23. All payments from the City will be made to “one” selected entity (Service Broker) and not to an affiliated entity of the Proposer. It will be the assigned Service Broker’s responsibility to distribute all premiums/payments to carriers and any other obligated party directly. Service Broker shall consolidate all invoicing to the City to reflect their name only. Any other entity such as wholesalers, other retailers, other affiliated entities, reinsurers, direct writers, and/or international brokers shall NOT be recognized or approved for payment. The Service Broker
shall be responsible for providing payment to the carriers, wholesale brokers and other entities it utilizes to place coverage.

24. Assign an Account Manager to the City with government entity experience who shall be responsible for communication with the City and who, along with any other team members assigned, must be available on a daily basis to the City for advice and consultation on Insurance program related issues and concerns. Any changes in personnel must be submitted in writing and approved by the City. If multiple Account Managers are included, Service Broker is required to provide a breakdown of each Account Manager's responsibilities, service office and percentage of work being performed by each individual.

25. Report all claims to coordinating adjusting firm and assure all claims have been reported to insurers.

26. Act as a liaison for the City with the coordinating adjusting firm and carriers to resolve claims and, in the event of a significant claim, assign a claims specialist to assist the City in the claims management process at no additional cost to the City.

27. Participate in claims review meetings to ensure effective claims management and reporting to excess carrier. Coordinate claim information with designated adjusters, insurers and FEMA.

28. Assist with emergency procedures and disaster planning. Assist with claim and coverage disputes.

29. Assist the City, when requested, with questions on coverage application to specific claims and claim disputes.

30. Participate in regular Claims Audits when requested by the Risk Management Division.

31. FEMA will periodically audit claims. Service Broker will need to make records available during and after the expiration of the contract. Service Broker's records retention policy shall require minimum records retention 5 fiscal years after final disposition of claims or expiration of policy. (State of Florida and Local Government Agencies General Records Retention as of 10/1/2013).

32. Review the City's property loss runs and provide copies of loss runs to the City in an Excel worksheet by location and building or PITO with tracking of percentage deductible with application of minimum and maximum deductibles; provide a report to the City of any claim trends and solutions to mitigate cost; provide updated cumulative loss data on a semi-annual basis.

33. Develop, with the City's assistance and involvement, loss control programs relevant to property conservation and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials with the City's Safety team.

34. Assist, coordinate and facilitate the implementation of loss control recommendations between the insurer and the City.

35. Introduce and provide a list of all internal or external staff that would be providing services in support of the Service Broker's efforts.

36. Provide recommendations to reduce the City's total cost of risk (TCOR).

37. Subcontract with a vendor approved by the City to provide appraisal services for all City buildings that have not been appraised as agreed by the City and broker. Annual updates to

RFP #P-43-14
such appraisals must be included. The appraisal process must also include the collection of COPE (i.e., construction, occupancy, protection, exposure) data and secondary modifier characteristics to be used in the RMS catastrophe modeling software. This service is to be provided to the City at no additional cost.

38. Provide, on an annual basis, catastrophe modeling projections for all City properties utilizing both the most recent version of the RMS and AIRS catastrophe modeling software systems. This service is to be provided to the City at no additional cost.

39. Provide administrative support services to the City’s Risk Management department. This support will include a part-time Account Manager employed by and managed by the broker and located at the City’s Risk Management department two days a week. This part-time Account Manager will work with City Property and Casualty Administrator to assist with identifying contract exposures, and cross check certificates of insurance against contracts. Account Manager may be required to provide assistance other administrative support such as updating statement of values and other administrative support services as agreed.

40. List of all affiliated and/or related entities that would be providing services in support of your broker efforts.

41. At the request of (and sole discretion of) the City, provide services for “special projects” other than those related to property broker services which include appraisals, catastrophe modeling and other services listed in 1 through 40. Services outside of those listed in items 1 through 40 (“special projects”) will be billed when services are rendered and are not to exceed $20,000.

(Remainder of page intentionally left blank)
Attachment V

DEVIATION FROM MODEL PROGRAM REQUESTED IN RFP FORM
ATTACHMENT V

Each proposal should clearly outline the benefits and services requested in this RFP. Any deviations from the RFP requested insurance, inability to provide specific services, or any situation that may be deemed a deviation must be listed on this form.

Non-disclosure of deviations and/or additional fees will be assumed to the included in the proposal and the proposal will be deemed responsible for providing the assumed level of services requested in the RFP.

Indicate whether your proposal (1) can comply, (2) can comply but with deviations, or (3) cannot comply with the additional requirements described in the following sections of the Request for Proposals.

The absence of any notation will be presumed to indicate full compliance.

<table>
<thead>
<tr>
<th>Additional Requirement</th>
<th>Yes, Can Comply</th>
<th>Yes, Can Comply But With Deviation</th>
<th>No, Cannot Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1 – Specific Information Regarding This RFP</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 2 – General Instructions</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 3 – General Terms and Conditions of Agreement</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 4 – Description of Services and Deliverables</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attachment D – Sample Contract</td>
<td>X</td>
<td></td>
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</table>

Deviations from Scope of Service:
Please describe all deviations in your response to the requested model program from the RFP.

Miscellaneous Deviation:
Please list any deviations in your response that do not fit into the above categories.

I certify that the information in this form is true and accurate.

Failure to sign this form shall result in disqualification of this Proposal.

Proposer's Signature: ________________________________
Title: Aera Senior Vice President
Date: December 10, 2014
Attachment VII

Name of Proposer: Arthur J. Gallagher Risk Management Services, Inc.
Proposal Number: P-43-14 Property Broker Services

Instructions:
1. Please submit a proposed Grand Total Average Commission Percentage (%) GTACP. Proposers shall include all anticipated compensation to all parties, service broker, wholesalers and/or intermediaries, subcontractors, etc. All GTACP of all parties, service broker, wholesalers and/or intermediaries, shall be disclosed as a part of all responses. All proposers must submit their compensation in the form of a GTACP. Failure to submit pricing/compensation as a GTACP will result in no points being awarded for the Price Criterion. The Service Broker submitting the lowest GTACP will receive all points available. Fee agreements or maximum commission rate proposals are not acceptable and will be awarded zero points for the Price Criterion.

Gallagher Proposed Grand Total Average Commission Percentage (GTACP) = 10%

2. Provide a breakdown of GTACP for all parties, intermediaries, (where applicable, sub-contractors etc.) totaling the GTACP shown in item 1.

<table>
<thead>
<tr>
<th>Broker/Intermediary</th>
<th>Commission %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Broker</td>
<td>3.0% - 10.0%</td>
</tr>
<tr>
<td>Intermediary – Domestic</td>
<td>3.0% - 5.0%</td>
</tr>
<tr>
<td>Intermediary – International</td>
<td>5.0% - 7.0%</td>
</tr>
<tr>
<td>COMBINED AVERAGE</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

Commissions collected will be a combined average of 10.0% whether placed direct or through an intermediary. This illustration is conceptual and the final results may vary by line of coverage.

I certify that the information in this form is true and accurate. I certify anticipated contract period is from on or about October 1, 2014 to September 30, 2015 (as defined in 1.4 Term) with the policy period to begin on March 1, 2015 until March 1, 2016, with the exception of Fine Arts coverage. With respect to Fine Arts coverage, the contract will not include responsibility for placement and maintenance of the Fine Arts policy for the contract term of October 1, 2014 until September 30, 2015. However, the responsibility for the placement and maintenance for the Fine Arts policy for the contract term of October 1, 2015 until September 30, 2016 (policy period is October 1, 2015 (12:01 a.m.) until October 1, 2016) will be included in the contract.

Premiums are to be paid annually (unless additional deferred payment terms are offered and accepted).

I certify that the information in this form is true and accurate.

Failure to sign this form shall result in disqualification of this Proposal.

Proposer’s Signature: [Signature]
Title: Area Senior Vice President
Date: December 10, 2014
Exhibit "C"

JSEB Subcontractor Compensation Schedule
LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

OPTIMUM PERSONNEL SERVICES
(Name of SSB Supplier/Consultant/Subcontractor)

Name of Project: PROPERTY BROKER SERVICES   Bid Number: P-43-14

MBE GROUP STATUS:
- [ ] African-American
- [ ] Woman Business Owner
- [ ] Asian-Americans
- [ ] Hispanic-Americans
- [ ] Native-Americans

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total Price of work to be performed or materials to be supplied including Sales Tax

*Scope of Work
Provide administrative support services to the
City's Risk Management Department
Two (2) full days per week

$ 25.00 per hour

Signature of SSB
[Signature]

President
[Title]
[Date]

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

Attachment C
The City of Jacksonville, FL

Executive Summary

Program Proposed GTACP

<table>
<thead>
<tr>
<th>Coverage(s)</th>
<th>Carrier Name</th>
<th>Intermediary Name</th>
<th>Estimated Premium</th>
<th>Wholesaler, MGA or Co-Broker, or Annual Fee</th>
<th>Commission %</th>
<th>Wholesaler, MGA or Intermediary %</th>
<th>Total Commission</th>
<th>AIG RMS Commission</th>
<th>AIG UK Commission</th>
<th>RPS Commission</th>
<th>Amwins Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Property</td>
<td>Various</td>
<td>Direct</td>
<td>$1,667,523.65</td>
<td>10.00%</td>
<td>0.00%</td>
<td>10.00%</td>
<td>$166,752.37</td>
<td>$166,752.37</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Property</td>
<td>Various</td>
<td>AIG UK</td>
<td>$1,681,775.00</td>
<td>4.00%</td>
<td>6.00%</td>
<td>10.00%</td>
<td>$168,177.50</td>
<td>$67,271.00</td>
<td>$100,906.50</td>
<td></td>
<td>$66,131.25</td>
</tr>
<tr>
<td>Excess Property</td>
<td>Various</td>
<td>AmWins</td>
<td>$1,322,625.00</td>
<td>5.00%</td>
<td>5.00%</td>
<td>10.00%</td>
<td>$132,625.00</td>
<td>$66,131.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Travelers</td>
<td>RPS</td>
<td>$37,223.00</td>
<td>6.00%</td>
<td>4.00%</td>
<td>10.00%</td>
<td>$3,722.30</td>
<td>$2,233.38</td>
<td></td>
<td></td>
<td>$1,488.92</td>
</tr>
<tr>
<td>Terrorism $200m prop</td>
<td>Lloyds</td>
<td>AIG UK</td>
<td>$111,867.00</td>
<td>6.00%</td>
<td>4.00%</td>
<td>10.00%</td>
<td>$11,186.70</td>
<td>$6,712.01</td>
<td>$4,474.68</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total Commission</strong></td>
<td></td>
<td></td>
<td>$116,691,013.65</td>
<td><strong>Total Premium</strong></td>
<td></td>
<td></td>
<td><strong>$1,488.92</strong></td>
<td><strong>$66,131.25</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Average Commission % 10.00%
The City of Jacksonville, FL

Executive Summary (Cont.)

Renewal Results

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Premium</td>
<td>$3,893,525.00</td>
<td>$4,063,342.02</td>
<td>$4,671,923.65</td>
<td>$608,581.63</td>
<td>14.98%</td>
</tr>
<tr>
<td>Other Assessments</td>
<td>$791.00</td>
<td>$568.91</td>
<td>$570.00</td>
<td>$1.09</td>
<td>0.19%</td>
</tr>
<tr>
<td>EMPA</td>
<td>$100.00</td>
<td>$104.00</td>
<td>$112.00</td>
<td>$8.00</td>
<td>7.69%</td>
</tr>
<tr>
<td><strong>Total Property</strong></td>
<td>$3,994,416.00</td>
<td>$4,064,014.93</td>
<td>$4,677,605.65</td>
<td>$608,590.72</td>
<td>14.98%</td>
</tr>
<tr>
<td>B&amp;M</td>
<td>$49,283.00</td>
<td>$49,927.00</td>
<td>$37,223.00</td>
<td>-$12,704.00</td>
<td>-25.45%</td>
</tr>
<tr>
<td>Fees &amp; Assessments</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total B&amp;M</strong></td>
<td>$49,283.00</td>
<td>$49,927.00</td>
<td>$37,223.00</td>
<td>-$12,704.00</td>
<td>-25.45%</td>
</tr>
<tr>
<td>Terrorism</td>
<td>$153,450.00</td>
<td>$153,000.00</td>
<td>$111,867.00</td>
<td>-$41,133.00</td>
<td>-26.88%</td>
</tr>
<tr>
<td>Fees &amp; Assessments</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Terrorism</strong></td>
<td>$153,450.00</td>
<td>$153,000.00</td>
<td>$111,867.00</td>
<td>-$41,133.00</td>
<td>-26.88%</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$4,097,149.00</td>
<td>$4,266,941.93</td>
<td>$4,821,695.65</td>
<td>$554,753.72</td>
<td>13.00%</td>
</tr>
<tr>
<td>Brokerage Fee</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$4,097,149.00</td>
<td>$4,266,941.93</td>
<td>$4,821,695.65</td>
<td>$554,753.72</td>
<td>13.00%</td>
</tr>
</tbody>
</table>

Result Notes:

- We were successful in continuing the terms and conditions as expiring:
  - Limits remain at $400 Million
  - Named Storm deductible remains at 5% applying separately to Building and Contents (P.I.T.O 5% of value of item damaged), subject to a minimum of $250,000 and maximum of $25,000,000 any one occurrence as per expiring.
- Market partners remain in place for most layers – some domestic markets in the excess layers could not meet the pricing and were replaced.
- The following page shows the layer pricing
  - The primary layers involved in the losses have taken a premium increase of approximately 17%.
  - The excess layers not involved in recent losses have a premium increase averaging approximately 10%.
  - The overall premium increase for the property insurance is 14.98% with a rate increase 9.9%.
- The Equipment Breakdown/Boiler and Machinery and terrorism pricing has changed based on alternative recommendations.
The City of Jacksonville, FL

Executive Summary (Cont.)

Renewal Placement Summary

Recommendations for the Renewal Program

For the 2018 renewal, Arthur J. Gallagher Risk Management Services, Inc. worked with the City’s Risk Management Department to continue with the comprehensive program in place. We have negotiated with the markets regarding the losses that are outstanding and secured renewal terms at minimal financial impact. We recommend the renewal program as proposed with a change in carrier on the Terrorism and Equipment Breakdown program based on premium and improved terms. We have discussed the decision to remain with our major property market partners for this renewal. We appreciate our continued partnership and the opportunity to be of service to the City of Jacksonville.
FINANCE DIVISION

MEMORANDUM

DATE: February 20, 2018

TO: Gregory Pease, Chairman
    Professional Services Evaluation Committee

FROM: Ann Willis, Property and Casualty Administrator
      Twane Duckworth, Chief of Risk Management

Subject: P-58-15/PB#1 — Piggyback of DCSB Master Casualty Consultant RFP (Renewal 2 of 4) Amendment #2

The current term for Contract No. # 9429-02 with E. W. Siver & Associates d/b/a Siver Insurance Consultants Management ("Siver") for Consulting Services is October 1, 2016 to September 30, 2017 with a maximum indebtedness of $140,000.00. Due to administrative oversight the contract expired on 10/1/17.

Risk Management is requesting permission to exercise the second of (4) four (1) one year renewals to be effective October 1, 2017 to September 30, 2018 with (2) two renewal options remaining and increasing the maximum indebtedness by a not to exceed amount of $65,000.00 for a total maximum indebtedness not to exceed $205,000.00 with funding source AFRMS81 - 03109. All other terms and conditions shall remain the same.

Thank you for your assistance and please email the awards letter at your earliest convenience so that we can move forward to executing the contract.
September 15, 2017

Twane L. Duckworth, Esq.
Chief of Risk Management
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

Subject: Master Casualty Consultant
One Year Contract Proposal

Dear Mr. Duckworth:

The purpose of this letter is to formally advise you that Silver Insurance Consultants ("Silver") is ready, willing and able to enter into a one-year extension of our Agreement with the City of Jacksonville ("the City") which utilizes our DCSB Contract which was issued under DCSB RFP #07-15/TW for Purchase of Risk Management Consultant/Employee Benefits and Auditing Services.

As we understand it, the one-year extension would be effective from October 1, 2017 through September 30, 2018. Silver is willing to agree to continue our current, in-force billing rates with the City for the period of the one-year extension.

We look forward to working for the City in the upcoming year.

Very truly yours,

SIVER INSURANCE CONSULTANTS

George W. Erickson, JD, CPCU, LLM
Executive Vice-President