

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AON RISK SERVICES, INC. OF FLORIDA
FOR
THREE FIRE ALARM/PROTECTION SYTEMS**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 14 day of April, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation in Duval County, Florida, and AON RISK SERVICES, INC. OF FLORIDA (the "CONSULTANT"), a Florida profit corporation with principal office located at 200 East Randolph Street, Chicago, Illinois 60601, for providing engineering design services for three fire alarm/protection systems (the "Project").

RECITALS:

WHEREAS, on July 2, 2013 CITY and CONSULTANT made and entered into City of Jacksonville Contract #8388-03 (the "Agreement"); and

WHEREAS, from January 1, 2014, to February 20, 2014, the parties have worked together continuously and without interruption on the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by: accepting, adopting, and ratifying all actions of the parties under the Agreement from January 1, 2014 through February 20, 2014; adding and incorporating **Exhibit C**, attached hereto and incorporated herein by this reference, to revise the Scope of Services; adding and incorporating **Exhibit D**, attached hereto and incorporated herein by this reference, as a revised Contract Fee Summary; extending the period of service to December 31, 2014; adding a lump-sum fee for Carbon Monoxide Detection, as described in **Exhibit C**, in an amount not-to-exceed \$2,256.76, as detailed in **Exhibit D**; by making conforming revisions in order to cite and reference new **Exhibit D**; and, by increasing the maximum indebtedness by \$2,256.76 to a new total

maximum indebtedness not-to-exceed \$126,536.42, with all other provisions, terms, and conditions remaining unchanged; now therefore

IN CONSIDERATION of said Contract and of other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein by this reference.
2. All actions of the parties under the provisions, terms, and conditions of said Agreement from January 1, 2014, through February 20, 2014, are accepted, adopted, and ratified.
3. Section 1.01 of said Agreement is amended in part to revise the Scope of Services by adding and incorporating **Exhibit C** and as amended shall read as follows:

“1.01 STATEMENT OF CONSULTANT SERVICES

The CONSULTANT shall furnish all services, documents, drawings, and other matters called for in this Agreement, as well as those contained in the “Scope of Services”, attached hereto as **Exhibits A** and **C** and by this reference made a part hereof. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services 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 Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. The CONSULTANT covenants with the 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 the CITY. The CONSULTANT shall employ sound business

administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY”.

4. Section 1.02 of said Agreement is amended in part by extending the period of service to December 31, 2014, and as amended shall read as follows:

“1.02 PERIOD OF SERVICE

This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect thereafter until December 31, 2014, or earlier termination as provided in Section 5.01 hereof.”

5. Section 3.01 of said Agreement is amended in part by adding a new Section 3.01.02 establishing a lump-sum fee for Carbon Monoxide Detection, as described in **Exhibit C**, in an amount not-to-exceed \$2,256.76, as detailed in **Exhibit D**, and as amended shall read as follows:

“3.01.02. For Carbon Monoxide Detection, as described in **Exhibit C** of this Agreement, a lump-sum amount of TWO THOUSAND TWO HUNDRED FIFTY-SIX AND 76/100 DOLLARS (\$2,256.76), as detailed in **Exhibit D**.”

6. Section 3.03 of said Agreement is amended in part by providing conforming language to reference new **Exhibit D** and as amended shall read as follows:

“3.03. The CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Subsection 3.04 hereof. The cost of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibits B** and **D**, shall be reimbursed only to the extent provided by Chapter 106, Part 7, *Ordinance Code*. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

7. Section 3.06 of said Agreement is amended in part by increasing the maximum indebtedness by \$2,256.76 to a new total maximum indebtedness not-to-exceed \$126,536.42, and as amended shall read as follows:

“3.06. The maximum indebtedness of the CITY for all Services to be performed by CONSULTANT pursuant to this Agreement shall not exceed the sum of **ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED THIRTY-SIX AND 42/100 USD (\$126,536.42)** for the term of this Agreement.”

8. Attach **Exhibits C and D** and incorporate them herein by this reference.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of July 2, 2013, shall remain unchanged and shall continue in full force and effect.

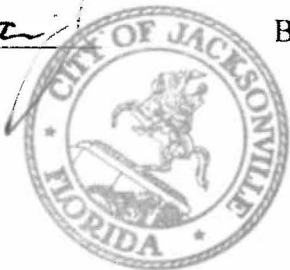
[Remainder of this page left blank intentionally. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE

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



By Karen Bowling
Alvin Brown, Mayor
Karen Bowling
Chief Administrative Office
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

AON RISK SERVICES, INC. OF FLORIDA

By Sandra B. Miller
Signature
Sandra B. Miller
Type/Print Name
Account Specialist
Title

By Janelle Wilcox
Signature
Janelle Wilcox
Type / Print Name
Resident Managing Director
Title

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Belton
Director of Finance
Contract Number: 8388-03, Amd #1
BT

Form Approved:

James R. McCain, Jr.
Office of General Counsel

EXHIBIT "C"

Scope of Services Carbon Monoxide Detection Amendment No. 1

Carbon monoxide detection is not required by the State for an existing detention facility and this detection, while in the interest of improved life safety, is strictly supplementary (e.g. not code-required/elective).

The detection is to be added in locations identified by the City of Jacksonville as containing fossil-fuel fired equipment. This was verbally identified as three locations in the Pre-Trial Detention Facility and one location in each of the buildings of the Community Transitions Center. The specific location of the fuel-fired equipment will need to be provided to Aon FPE by the facility in the form of marked up drawings. The Police Memorial Building is a Business occupancy and does not require any carbon monoxide detection.

The detection provided will be install per Florida Statute XXXIII, Chapter 553.885 (i.e. inside, or directly outside, the room where the fossil-fuel-burning appliance is located).

The bid drawings and specifications will be modified to reflect these new detectors and new documents will be provided for the Pre-Trial Detention Facility and Police Memorial Building for bid purposes. Drawings will reflect a new revision.

Aon FPE makes no claims that all fuel-fire equipment locations are included in the revised documents and relies entirely on the City for providing this information. The bid documents will be so noted.

EXHIBIT "D"

**CONTRACT FEE SUMMARY FOR DEPARTMENT OF PUBLIC WORKS
CITY OF JACKSONVILLE, FLORIDA**

PART I - GENERAL				
1. Project Eng. Design Services for PTDF, PMB & CTC fire alarm - Request for Carbon Monoxide Detection			2. Proposal Number RFP P-19-12 - CO Detection <i>Amendment #1</i>	
3. Name of Consultant Aon Risk Solutions			4. Date of Proposal 2/13/2014 - REVISED	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$49.75	8.0	\$ 398.00	
Associate Consultant	\$39.38	0.0	\$ 0.00	
Designer	\$32.67	4.0	\$ 130.68	
CAD	\$24.68	0.0	\$ 0.00	
Admin.	\$16.48	1.0	\$ 16.48	
TOTAL DIRECT LABOR		13 Hours		\$545.16
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 189.2 % x Total Direct Labor				\$1,031.44
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$1,576.60
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$157.66
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs Transportation (Airfare, hotel, meals, etc.)			\$ 522.50	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$522.50
10. SUBCONTRACTS (Lump Sum)			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$2,256.76
11. REIMBURSABLE COSTS (Limiting Amount)			\$ 0.00	
SUB-TOTAL REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$2,256.76