SUBJECT: PIGGYBACK JEA BID #017-19 BARRICADE RENTAL SERVICE

BID #: PSC-0132-19 **OPEN DATE:** 1/29/2019

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – AS-NEEDED BASIS

AGENCY: RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: PIGGYBACK JEA BID #017-19

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first and only renewal option with Bob's Barricades, Inc. (contract #10619) for the subject piggyback award in the annual expenditure amount of $200,000.00, which includes a 3.4% CPI unit price increase. Total revised not-to-exceed award amount will be $1,200,000.00. Period of service will be from March 20, 2024 through March 19, 2025.

This award will be funded from various agency accounts, executed by formal contract amendment #1 through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Supplier's Letter, Contract #10619, Previous Award

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Right of Way & Stormwater Maintenance Division
609 St. Johns Bluff Road
Jacksonville, FL 32225
(904) 255-4300
Jacksonville.gov

TO: **Dustin L. Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director**
Department of Public Works

DocuSigned by: Nina Sickler
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FROM: **James Carroll, Chief**
Right of Way and Stormwater Maintenance Division

DocuSigned by: James Carroll
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Subject: **Recommendation To Renew Piggyback JEA Formal Award Bid #017-19**
Barricade Rental Service

DATE: **March 5, 2024**

The Jacksonville Electric Authority (JEA) amended contract #180841 with Bob's Barricades, Inc. (Bid #017-19) for an additional one (1) year period for "as needed" barricade rentals services which included a CPI increase of 3.4% in accordance with section 2.4.4 of the bid specifications.

Functioning as the lead agency, JEA included Bob's Barricades, Inc. for the City of Jacksonville in the invitation for bids as "Part II". The Right-of-Way and Stormwater Maintenance Division recommends approval to exercise the first and only contract renewal option with Bob's Barricades, Inc. under COJ contract #10619, which includes a CPI increase of 3.4% to mirror JEA contract #180841. The period of service will be from March 20, 2024 through March 19, 2025. The estimated annual expenditure will be $200,000.00. The total revised not-to-exceed contract amount will be $1,200,000.00.

This award will be funded from various agency accounts, executed by formal contract amendment #1 through the Office of General Counsel, and processed via Purchase Order(s).

Please contact Robert Young at (904) 255-4294 with any questions.

cc: Tammy Duggan
Ella Thompson

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AMENDMENT # 1
TO CONTRACT # JEA11852
BETWEEN
JEA
AND
BOB'S BARRICADE, INC.

THIS AMENDMENT NUMBER 1 ("First Amendment") is made and entered into this 8th day of February 2024, (the "Effective Date"), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **BOB'S BARRICADE, INC.**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 921 SHOTGUN ROAD, Sunrise, Florida, United States (the "Company").

RECITALS:

WHEREAS, on **March 31, 2019**, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide **"Barricade Services for JEA & COJ"** (the "Work") until **March 19, 2024,** (the "Term"), with one (1), one (1) year renewal options, for a maximum indebtedness of **One Million Six Hundred Eighty-Five Thousand One Hundred Seventy-Five and 00/100 Dollars ($1,685,175.00)** (the "Maximum Indebtedness"); and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **One Hundred Sixty-Eight Thousand Five Hundred Seventeen and 50/100 Dollars ($168,517.50)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **One Million Eight Hundred Fifty-Three Thousand Six Hundred Ninety-Two and 50/100 Dollars ($1,853,692.50)**, increase the unit prices in accordance with the Original Agreement, and renew the Term of the Original Agreement until **March 19, 2025**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **One Hundred Sixty-Eight Thousand Five Hundred Seventeen and 50/100 Dollars**

($168,517.50), and shall be invoiced to JEA in accordance with **Exhibit A**, attached hereto. The Maximum Indebtedness shall now be **One Million Eight Hundred Fifty-Three Thousand Six Hundred Ninety-Two and 50/100 Dollars ($1,853,692.50)**.

2. **Term**. The Term of the Original Agreement shall be renewed until **March 19, 2025**.

3. **Price Escalation.** Pursuant to Section 2.4.4 of the Original Agreement, the Unit prices shall now be increased by 3.4% and as stated in **Exhibit A**, attached hereto.

4. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

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

SIGNATURES TO FOLLOW

BOBS BARRICADES, INC.
Signature:
JOHN BALDWIN
Signed on Feb 12,2024 | 10:58:07 (GMT -5:00)

Email:	JBALDWIN@BOBSBARRICADES.COM
Name:	JOHN BALDWIN
Title:	Vice President
Date:	Feb 12,2024 | 10:58:07 (GMT -5:00)

JEA
Signature:
Signed on Feb 12,2024 | 12:45:54 (GMT -5:00)

Email:	gleejs@jea.com
Name:	Jenny McCollum
Title:	Director, Procurement Services
Date:	Feb 12,2024 | 12:45:54 (GMT -5:00)

JEA
Signature:
Jessica Talley
Signed on Feb 12,2024 | 12:56:35 (GMT -5:00)

Email:	talljb@jea.com
Name:	Jessie Talley
Title:	Contracts Associate
Date:	Feb 12,2024 | 12:56:35 (GMT -5:00)

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Bob's BARRICADES, INC.

921 SHOTGUN ROAD
SUNRISE, FLORIDA 33326

Barricade Services for JEA and City of Jacksonville

12.14.23

Good morning,

It is the intention of Bob's Barricades, Inc. to renew our contract with JEA and the City of Jacksonville. We also want to have the allowable unit price increases as listed in Section 2.4.4 as discussed.

We are requesting that the increase of 3.4% be added to each line item in the contract respective to the to the CPI rate from 2023.

An example of this increase would be:

Item # 1 currently listed unit price at $30.00 then it will become $31.02

Item # 4 currently listed unit price at $750.00 then it will become $775.50

John Baldwin
Vice President
Bob's Barricades, Inc.

10619

AGREEMENT
(UTILIZING JEA BID #017-19)
BETWEEN
THE CITY OF JACKSONVILLE
AND
BOB'S BARRICADES, INC.
FOR
AS-NEEDED BARRICADE RENTAL SERVICES

THIS AGREEMENT is made and entered into in duplicate effective as of the 2nd day of April, 2019 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the ACity@), and BOB'S BARRICADES, INC., a Florida profit corporation with principal office at 921 Shotgun Road, Sunrise, Florida 33326 (hereinafter the AContractor@), for as-needed barricade rental service (the "Services").

RECITALS:

WHEREAS, effective March 31, 2019, JEA entered into JEA Contract #180841 (JEA Bid #017-19) with Contractor (hereinafter the "JEA Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for the Services; and

WHEREAS, said JEA Contract is in full force and effect through March 24, 2024, with one (1) additional one (1) year renewal option, and has been competitively procured and awarded by JEA as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities, including JEA, which have been competitively procured and awarded; and

WHEREAS, the JEA Contract is broad enough to allow City to procure the Services and Contractor has agreed to allow City to use the JEA Contract; and

WHEREAS, it is in the best interests of the parties to use the JEA Contract for procurement of the Services and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

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

ARTICLE 2: Engagement of Contractor

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to City the Services according to the provisions of the JEA Contract and its exhibits, amendments, equipment descriptions, and quotations, attached hereto as **Exhibit A** and incorporated herein by this reference. The provisions, terms, and conditions of the JEA Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the JEA Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

City shall designate for the procurement of the Services a Project Coordinator who will, on behalf of City, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Services with the designated Project Coordinator. City=s designated Project Coordinator shall be Steven D. Long, Jr. (Phone: 904-255-4283; Fax: 904-996-2898; SLong@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein from the Effective Date through March 19, 2024, unless sooner terminated as provided in **Exhibit A**, with one (1) one (1) year renewal option. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. City will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; provided however, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument by City's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Services sold by Contractor to City pursuant to this Agreement shall not exceed the sum of ONE MILLION AND 00/100 USD ($1,000,000.00), subject to the

availability of lawfully appropriated funds .

ARTICLE 6: Notice

Notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Steven D. Long, Jr., P.E., Director
City of Jacksonville, Public Works
Right of Way and Stormwater Division
609 St. Johns Bluff Road North
Jacksonville, Florida 32225

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

John Baldwin, Vice President
Bob's Barricades, Inc.
921 Shotgun Road
Sunrise, Florida 33326

ARTICLE 7: Indemnity

Contractor shall indemnify City as set forth in **Exhibit B** .

ARTICLE 8: Insurance

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit C**.

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in providing the Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request,

it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

ARTICLE 12: Governing State Law/Severability/Venue

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 13: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement 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. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

BOB'S BARRICADES, INC.

By _____
Signature

Eric Runyon
Type/Print Name

Area Manager
Title

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SUBJECT: PIGGYBACK JEA BID #017-19 BARRICADE RENTAL SERVICE

BID #: PSC-0132-19 **OPEN DATE: 01/29/2019**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: AS-NEEDED

AGENCY: RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: PIGGYBACK JEA BID #017-19

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback JEA BID #017-19 between JEA and Bob's Barricades, Inc. for as-needed barricade rental services for five (5) years from date of award through March 19, 2024. The total requested expenditure not-to-exceed $1,000,000.

Funding for this award to be encumbered by account PWGM011-04402 and PWGM461SW-0442. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Vendor Quote and Proposal;

ANALYST: _____ DAVID KLAGES **RESPECTFULLY SUBMITTED** _____ for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Steve Long, Chief of Right of Way and Stormwater Maintenance, Public Works Ground Maintenance Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 3/21/19

_____ _____ OTHER: _____
_____ _____
_____ _____

ACTION OF AWARDING AUTHORITY DATE 4/02/19

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05