



DATE: December 16, 2009

TO: Honorable President and Harbor Board of Directors
Honorable Mayor and City Councilmembers

FROM: Department of Harbor and Beaches

SUBJECT: **APPROPRIATION OF HARBOR RESERVE FUNDS TO THE HARBOR OPERATING FUND TO COMPLETE NECESSARY REPAIRS OF HARBOR POLICE RESCUE BOATS AND APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR \$168,153.15 WITH THE OCEANSIDE MARINE CENTRE**

SYNOPSIS

Staff recommends that the Harbor Board of Directors and City Council approve a budget appropriation in the amount of \$193,378 from the Harbor Reserve Fund to the Harbor Operating Fund to complete necessary repairs on the Harbor Police rescue boats; approval of a Professional Services Agreement for \$168,153.15 with the Oceanside Marine Centre of Oceanside for the repairs; and authorization for the City Manager to execute.

BACKGROUND

The Harbor Police operate three boats. The boats are named Rescue-1, Rescue-2 and Rescue-3. Rescue-1 and Rescue-2 are boats used for rescues and firefighting. Rescue 1 and 2 are both 29-foot Chrystaliners. Rescue-1 was built in 2001 and Rescue-2 in 1984. Both Rescue-1 and Rescue-2 are in need of repairs.

ANALYSIS

The repair recommendations are based on the life expectancies of necessary safety equipment. Due to State of California budget cuts, grant money that has been previously used from the California Department of Boating and Waterways is not available.

Rescue-2 is in need of two replacement drive engines, a replacement fire pump/fire pump engine and miscellaneous structural and fiberglass repairs. Rescue-2 was placed into service approximately 25 years ago. Its life expectancy was 20 years. However, the hull of Rescue-2 is still in good shape and with new engines and repairs its service life will be appreciably extended. The cost of repairing Rescue-2 will be significantly less than the cost of replacing it.

Both Rescue-1 and Resue-2 need to be painted. The gel coat on Rescue-1 (outside fiberglass coating) has worn away significantly causing the inner fiberglass of the hull to be in the danger of being exposed to the elements. Should this occur the inner fiberglass could eventually be damaged and ultimately the boat hulls would need to be replaced. Painting the boat and reinforcing the fiberglass will alleviate this problem. Rescue-2 has been painted several times in the last 25 years and is in need of repainting.

Staff sent out a Request for Proposals in September 2009. Four companies returned proposals.

Oceanside Marine Centre	Oceanside	\$168,153.15
Knight and Carver	San Diego	\$146,432.70
Kohler Kraft	San Diego	\$95,053.50
Hernandez Yacht Refinishing	San Diego	\$64,350.00

The proposals were reviewed by a committee consisting of Harbor Police and Harbor and Beaches staff. Upon review of the proposals, Oceanside Marine Centre of Oceanside was selected based on the completeness of the quotation, reasonable cost for the labor and materials and their experience.

Although Oceanside Marine Centre's was the highest proposal, they were also the most comprehensive and qualified. Based on a review of the proposals, the Kohler Kraft and Hernandez Yacht Refinishing proposals were well below industry standards and it is staff's opinion that neither firm could provide the necessary services at the lower cost.

FISCAL IMPACT

The requested funds in the amount of \$193,378 (\$168,153.15 plus 15% contingency) will be appropriated from the Reserve Insurance account (751.3020.0058), which is no longer required, in the amount of \$100,000, and from the Reserve Capital Equipment account (751.3020.0064) in the amount of \$93,378 and transferred to the Harbor Public Safety Repairs & Maintenance Account (854852751.5320).

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the Harbor Board of Directors and City Council approve a budget appropriation in the amount of \$193,378 from the Harbor Reserve Fund to the Harbor Operating Fund to complete necessary repairs on the Harbor Police rescue boats; approval of a Professional Services Agreement for \$168,153.15 with the Oceanside Marine Centre of Oceanside for the repairs; and authorization for the City Manager to execute.

PREPARED BY:

J. F. Quan
Frank Quan
Harbor and Beaches Coordinator

SUBMITTED BY:

Peter A. Weiss
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

MSL

Don Hadley, Deputy City Manager

DH

Lee Steitz, Oceanside Police Lieutenant

LAS

Teri Ferro, Financial Services Director

TF

Attachment

Harbor Police Boat Repairs

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Harbor Police Boat Repairs

THIS AGREEMENT, dated November 23, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Oceanside Marine Centre, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONTRACTOR will provide boat repair services for the CITY as outlined in Attachment A.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Project Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and CONTRACTOR's performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general

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liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.
- 4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-

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X or higher by A.M. Best.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

6. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of

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\$168,153.15. A deposit of \$88,000.00 will be made upon acceptance of the quote. The remaining \$80,153.15 will be paid upon completion and inspection of the work, within 30-days of receipt of the invoice.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the Project Manager. CONTRACTOR shall obtain approval by the Project Manager prior to performing any work, which results in incidental expenses to CITY.

7. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
8. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

9. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

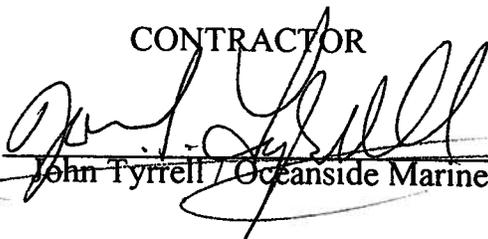
Harbor Police Boat Repairs

10. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

CONTRACTOR

By:


John Tyrrell / Oceanside Marine Centre

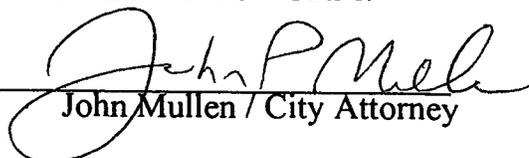
CITY OF OCEANSIDE

By:

Peter Weiss / City Manager

APPROVED AS TO FORM:

95 229 7046
Employer ID No.


John Mullen / City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 11/23/2009 before me, Ki Hoon Choi, Notary Public
(Here insert name and title of the officer)

personally appeared John Tyrrell

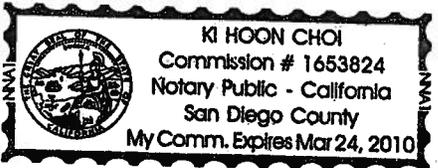
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
Professional Services Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date 11/23/2009

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

ATTACHMENT A

Scope of Work

Police Boat #1

Scope of Work

A. Paint Hull

- a. Haul out boat
- b. Remove rubber gunwale trim
- c. Paint port and starboard spray rails
- d. Prep hull and cabin - front and sides
- e. Strip/varnish venturi
- f. Paint "red" hull and transom
- g. All topside paint to be linear polyurethane
- h. Paint white boot stripe
- i. Reinstall all decals and lettering
- j. Clean and prep bottom, apply one full coat of premium antifouling paint, apply a second coat at waterline and on rudder(s), and launch
- k. Return boat to OHP slip

Police Boat #2

Scope of Work

A. General Boat Repairs

- a. Replace rotting aft deck supports
- b. Repair cracks at radar arch/cockpit area
- c. Aft deck gutter loose, fabricate new supports
- d. Fabricate three fiberglass engine hatches, color to match cockpit
- e. Repair stern walkthrough
- f. Replace center aft hatch
- g. Install new fuel tank braces
- h. Install four battery holdowns
- i. Repair fiberglass cracks at bimini supports
- j. Repair or replace swimstep stainless brackets

ATTACHMENT A

B. Replace Engines and Transmissions

- a. Remove engines/transmissions, engine instruments and wiring harnesses
- b. Inspect engine stringers, prep/paint engine room with one coat light grey polyurethane paint
- c. Pull shafts/props/couplers, inspect shafts, remove traditional packing glands, replace with PSS shaft
- d. Straighten and dynamically balance props, replace cutlass bearings and seals
- e. Reinstall all running gear
- f. Remove complete exhaust system
- g. Replace all exhaust hose and mufflers with like materials
- h. Double clamp all hoses
- i. Replace both engine sea water intake thru hulls/valves
- j. Install buck Algonquin stainless sea strainers
- k. Install existing dewatering pump on starboard engine
- l. Replace all fuel fill, vent and feed lines, plumb to engines
- m. Replace all battery cables with #1 color coded cable
- n. Replace battery switches with Perko 8503DP
- o. Replace engine instruments and wiring harnesses to engines
- p. Replace throttle and shift cables with Morse 33C supreme or equivalent
- q. Install new bonding system to existing zinc plate
- r. Install, bolt down and align two Mercruiser 6.2 MX MPI Horizon factory remanufactured engines with new ZF 63A transmissions, 2.0-1 reduction
- s. Includes all parts and labor, crane charges, coolant, engine oil and transmission oil
- t. Sea trial and deliver to Oceanside Harbor Police slip
- u. Include one (1) year warranty on parts and labor on the installation of all components in addition to the normal manufacturers warranty

C. Replace Fire Fighting Pump

- a. Install Hale pump #SPM225dp diesel fire pump
- b. Fabricate stainless mounting skid with vibration isolators between pump and skid
- c. Install exhaust system with waterlift muffler, plumb to engine
- d. Install 1 inch thru-hull, ball valve, buck Algonquin stainless sea strainer, plumb to engine
- e. Install 18 gallon diesel fuel tank, Racor 215R2 fuel filter, plumb feed and return lines to engine
- f. Install diesel deckfill and fill hose, plumb to tank
- g. Install start/stop panel and throttle on dash
- h. Install new battery cables to existing battery
- i. Plumb outlet of pump to existing outlets for fire hoses, test.

ATTACHMENT A

D. Paint Hull

- a. Haul out boat
- b. Remove rubber gunwale trim
- c. Paint port and starboard spray rails
- d. Prep hull and cabin - front and sides
- e. Strip/varnish venturi
- f. Paint "red" hull and transom
- g. All topside paint to be linear polyurethane
- h. Paint white boot stripe
- i. Reinstall all decals and lettering
- j. Clean and prep bottom, apply one full coat of premium antifouling paint, apply a second coat at waterline and on rudder(s), and launch
- k. Return boat to OHP slip

Miscellaneous

1. Work must be completed within (30) calendar days of notice to proceed
2. One boat must remain in the Oceanside Harbor Police dock and be operable at all times.
3. Boats are to be picked up and returned to the Oceanside Harbor Police dock (1540 Harbor Drive North, Oceanside, CA 92054)