

*STAFF REPORT**CITY OF OCEANSIDE*

DATE: August 2, 2006

TO: Honorable Mayor and City Councilmembers
Honorable President and Board Members

FROM: Department of Harbor and Beaches

SUBJECT: **PURCHASE ORDER FOR REPLACEMENT HARBOR DOCKS**

SYNOPSIS

Staff recommends that the Harbor Board of Directors approve a purchase order in an amount not to exceed \$158,313.10 to Bellingham Marine Industries, Inc., for the purchase of replacement docks for the Y-Dock at the Oceanside Harbor and authorize the Financial Services Director, or designee, to execute the purchase order.

BACKGROUND

Each year, the Department of Harbor and Beaches Maintenance Division replaces and/or upgrades selected docks in the harbor. Fiscal year 2006-2007 is the third year of a three-year program to replace the Y-Dock. Y-Dock is a 700-foot long dock with 35 finger piers and 185 feet of side-tie mooring. This dock is used by permanent slip holders in the Harbor.

ANALYSIS

All of the docks in the harbor are constructed using BMI Unifloat® docks. BMI is the sole-source supplier for this type of float. If another type of floating dock were used, the existing Unifloat® docks would require extensive modifications to mate to another type of dock.

FISCAL IMPACT

The cost for the concrete floats, waler boards, plywood fillers, vinyl rub rails, weldments, pile rollers and hardware is \$137,663.56. Allowing a 15 percent contingency, the cost is \$158,313.10. Budgeted funds are available in the Harbor and Beaches Operating Budget.

COMMISSION OR COMMITTEE REPORT

Does not apply.

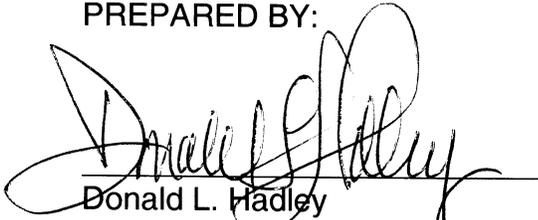
CITY ATTORNEY'S ANALYSIS

Does not apply.

RECOMMENDATION

Staff recommends that the Harbor Board of Directors approve a purchase order in an amount not to exceed \$158,313.10 to Bellingham Marine Industries, Inc. for the purchase of replacement docks for the Y-Dock at the Oceanside Harbor and authorization for the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:


Donald L. Hadley
Director of Harbor and Beaches

SUBMITTED BY:


Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Lawrence, Assistant to the City Manager
Nita McKay, Financial Services Director



ATTACHMENT 1

Bellingham
Marine
Industries, Inc.

1205 Business Park Drive
Dixon, CA 95620

(707) 678-2385
FAX (707) 678-1760



*Innovative harbor
and waterfront solutions*

May 9, 2006

Department of Harbor & Beaches
City of Oceanside
1540 Harbor Drive North
Oceanside, CA 92054-1070

Attention: Vincent Balch

sent via facsimile: (760) 439-3058

Reference: Oceanside Unifloat® Dock Supply 2006, Y Dock Phase III

Dear Mr. Balch:

Thank you for the opportunity to present our quotation for the above referenced project. The purpose of this written proposal is to present our offer to perform the work identified in this proposal.

Our quoted price is One Hundred Thirty Seven Thousand Six Hundred Sixty Three Dollars and 56/100 (\$137,663.56) including sales tax.

| | |
|-------------|-------------------|
| SUPPLY | \$127,762.00 |
| TAX (7.75%) | <u>\$9,901.56</u> |
| TOTAL | \$137,663.56 |

F.O.B.: Truck, Oceanside, CA.

1. The following items are included in our proposal:
 - 1.1 SHOP DRAWINGS- **with a material list of components.**

- 1.2 CONCRETE UNIFLOATS® - which, when assembled in the water will make up the following:

FINGERS

6 each 3' wide x 36' long fingers O.A. and including 3' UHMW pile keeper with polymer cover on each for an existing 16" concrete pile.

3 each 3' wide x 34' long fingers O.A. and including 3' UHMW pile keeper with polymer cover on each for an existing 16" concrete pile.

2 each 3' wide x 25' long fingers O.A. (no end gate).

All fingers are 2'-7" wide concrete and shall have single 3x8 counterbored rub-board.

WALKWAY

21 each 6' wide concrete x 8' long headwalk floats

1 each 7' wide concrete x 12' long concrete ramp float.

- 1.3 SLIP-RESISTANT POLYMER FILLER SLABS – 5/8" thickness including triangle and other members necessary to provide a continuous deck surface. At pile locations, polymer will require field drilling by owner.
- 1.4 FABRICATED, TREATED (CCA) WOOD WALER SYSTEM - all walers to be West Coast Region Douglas Fir, No. 1. All walkway floats shall have double 3"x8" waler and and 2" cover board on either side. Finger floats shall have continous 3"x8" cover board on either side.
- 1.5 GALVANIZED STEEL WELDMENTS –
- including 21 each 4' x 4' triangle frames (6 of which with 16" pile).
 - 2 each hand 4'x6' triangle piece with pile keeper.
 - 3 each side pile keepers made with galvanized steel frame and UHMW pad system.
 - All pile keepers are for pre-existing 16" concrete piles.
- 1.6 UHMW PILE KEEPER AND POLYMER COVERS- all end and triangle pile keepers shall be constructed from UHMW sheet and a polymer

cover. At these locations, Owner will field drill UHMW polymer for a proper fit. Side piles will be made from galvanized steel frames and UHMW pads.

- 1.7 GALVANIZED STEEL HARDWARE - includes thru-rods with 3/4" diameter rolled threads, nuts, washers, bolts and nails. Carriage bolts to be used on fascia of gussets.
 - 1.8 VINYL FENDERING –Spartech 5005 or equal to be provided for fingers and slip side of walkway, WHITE in color. SUPPLY LOOSE
 - 1.9 GALVANIZED CLEATS- 12" Heavy Duty cleats with 3/4" socket head for 1/2" cleat bolts. (6 each per 34' & 36' fingers, 4 each per 25' finger). **HENDERSON CLEATS, or approved equal.**
 - 1.10 UTILITIES- 8 each junction boxes shall be provided as per specifications in Owner's drawings.
 - 1.11 SUBASSEMBLY- Fingers shall arrive on site with coverboard subassembled. LEAVE END BOARDS LOOSE
 - 1.12 LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO JOBSITE.
 - 1.13 SALES TAX.
2. All items and quantities not specifically included in Section 1 above are **specifically excluded from this proposal**. **Excluded** items include, but are not limited to, the following:
- 2.1 SUBASSEMBLY- of walkway floats, vinyl fendering, cleats and endgates are not included in the price. Owner will assemble all walkway floats, fendering, cleats and finger endgates.
 - 2.2 OFFLOADING.
 - 2.3 ASSEMBLY AND INSTALLATION OF CONCRETE UNIFLOATS®.
 - 2.4 LOCKER BOXES.
 - 2.5 PERMITS AND LICENSES.
 - 2.6 SOILS TESTING OR ENGINEERING.

2.7 PROJECT ENGINEERING.

3 Other provisions:

FREEBOARD: The concrete Unifloats® included in this proposal are calculated to maintain a freeboard of 15", plus or minus 1".

CONCEALED OR UNKNOWN CONDITIONS: In preparing this proposal, Bellingham Marine has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact Bellingham Marine's performance of the work. If such conditions are encountered, Bellingham Marine will be entitled to an adjustment in the contract amount, time for completion, or both.

UTILITIES: Provisions will be made for utilities to be run internally through the float system using 3 each, 4" diameter PVC raceways and 17" x 30" junction boxes.

SHIPMENT: Will occur within 12 weeks after receipt of approved shop drawings, based on our current production schedule. Production of concrete Unifloats® cannot commence prior to receipt of approved shop drawings.

PRICE VALIDITY: Prices are valid for firm orders placed within a period of thirty (30) days after quotation and are subject to reconfirmation thereafter.

PAYMENT TERMS: 20 percent deposit, balance upon completion. Payment due net ten (10) days from receipt of invoice. Method of payment to be approved by Bellingham Marine's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If

Bellingham Marine is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.

Payment is not subject to retention.

Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to Bellingham Marine.

ENGINEERING/CODES/RESPONSIBILITY: Bellingham Marine does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals of the engineering or design incorporated into the Unifloat® system.

BACKCHARGES: Backcharges for corrective work performed by Buyer or its representative will not be honored without Bellingham Marine's prior written acceptance. Bellingham Marine at all times retains the right to perform corrective work on its own behalf.

CAUTION: Float systems are unstable when placed in water prior to assembly in their final intended configuration. Modules or subassemblies should be handled with care during installation and should never be stood or walked upon prior to finished assembly.

WARNING: Bellingham Marine has been notified by its wood preservers that the chemicals used in the wood treatment process are known to cause cancer.

VENUE AND CHOICE OF LAWS: For all disputes arising from this Proposal, whether decided by the court or through arbitration, venue shall be in the state and county where BMI's goods were intended to be delivered and

installed. The laws of the forum state, including that state's choice of law rules, shall apply to all proceedings.

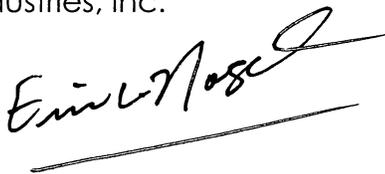
ENTIRE CONTRACT: When accepted by Buyer, this Proposal shall constitute the entire agreement between the parties. Its terms shall be controlling in the event same are inconsistent with any plans, specifications, bid invitation, purchase order, subcontract, or other instrument furnished by Buyer.

Acceptance of any offer made by Bellingham Marine is expressly limited to the exact terms contained in this proposal and any attempt to alter or omit any of such terms shall be deemed an acceptance of the offer, except that any altered or omitted terms shall not be binding on Bellingham Marine unless Bellingham Marine has specifically agreed to such altered terms in writing.

We hope this proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

Bellingham Marine Industries, Inc.

Eric L. Noegel 

Eric L. Noegel
Manager of Project Development, Southwest Division

ELN:DC

A signed copy of this quotation will serve as acceptance and agreement by the Buyer to purchase the materials and/or services described herein.

Dated: _____ By: _____