ITEM NO. 7

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 25, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

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

SYNOPSIS

Staff recommends that the City Council approve a purchase order in an amount not to exceed $136,619 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Transient Docks at the Oceanside Harbor, and authorize the Financial Services Director, or designee, to execute the purchase order.

BACKGROUND

Each year, the Harbor and Beaches Maintenance Division replaces and/or upgrades selected docks in the Harbor. During FY 2010-11, the center portion of the Transient Dock will be replaced. FY 2010-11 is the second year of a three-year Transient Dock replacement program.

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. The sole-source provision of the Purchasing Code 28A was followed.

FISCAL IMPACT

The cost for the concrete floats, waler boards, plywood fillers, vinyl rub rails, weldments, pile rollers and hardware is $136,619 from the Harbor Maintenance Marine Account (600627101.5320.100447).

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 City Council approve a purchase order in an amount not to exceed $136,619 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Transient Docks at the Oceanside Harbor, and authorize the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:

Frank Quan
Harbor and Beaches Coordinator

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Lawrence, Deputy City Manager

Donald L. Hadley, Deputy City Manager

Joseph Arranaga, Deputy Director of Public Works

Teri Ferro, Financial Services Director

ATTACHMENT 1

Bellingham
Marine
Industries, Inc.

1205 Business Park Drive
Dixon, CA 95620

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

Bellingham MARINE®
The World's Most Comprehensive Marina Builder

July 20, 2010

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

Attention: Steve Rodriguez *sent via facsimile: (760) 439-3058*

Reference: Oceanside Unifloat® Dock Supply 2010, Phase 2 of 3

Dear Mr. Rodriguez:

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 Six Thousand Six Hundred Eighteen Dollars and 28/100 ($136,618.28) including sales tax.

SUPPLY	$125,626.00
TAX (8.75%)	$10,992.28
TOTAL	$136,618.28

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

   - 5 each 41" wide x 36' long O.A. (33' concrete) and including 3' UHMW pile keeper with polymer cover on each for an existing concrete pile. General arrangement for width (2'-7" concrete + double 3x8 cover boards) SINGLE PIECE.

- Owner to confirm existing pile shape, size and location.

WALKWAYS

- 1 each 6' wide x 8' long modules (concrete dimensions)
- 14 each 6' wide x 10' long modules (concrete dimensions)

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 (ACZA) 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 slip side and on shoreside on each end of ramp floats (not in between ramp floats).

1.5 GALVANIZED STEEL WELDMENTS –

- 10 each 4'x6' triangles (2 per finger).
- **NO** side pile keepers made with galvanized steel frame and UHMW pad system.
- All pile keepers are for pre-existing concrete piles. ***Owner to confirm existing pile shape, size and location.**

1.6 UHMW PILE KEEPER AND POLYMER COVERS- all end gate and triangle frame 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. If applicable, 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. **NO COIL NAILS FOR FENDERING WILL BE ACCEPTED.**

1.8 VINYL FENDERING –600 linear feet of Spartech 5005 or equal, and 10 corner bumpers, **WHITE** in color. **SUPPLY LOOSE**

1.9 GALVANIZED CLEATS- 39 each Henderson #503H 14" cleats. (6 each per finger).

1.10 UTILITIES- If applicable, 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 16", 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 16 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: 50 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:_____