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DATE: August 17, 2011  
TO: Honorable President and Directors of the Harbor District Board  
FROM: Public Works Department - Harbor and Beaches  
SUBJECT: **PURCHASE ORDER FOR REPLACEMENT HARBOR DOCKS**

**SYNOPSIS**

Staff recommends that the City Council approve a purchase order in an amount not to exceed \$121,703 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Guest 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 2011-12, the third year of a three-year Transient Dock replacement program, the northern portion of the Guest Dock will be replaced.

**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 \$121,703. \$94,526 will come from the Harbor Maintenance Marine Account (600627101.5320.100447). The remaining \$27,177 will be paid from a Clean Vessel Act grant account (917119600272.5320).

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

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**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 \$121,703 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Guest Docks at the Oceanside Harbor, and authorize the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:

SUBMITTED BY:



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Frank Quan  
Harbor and Beaches Coordinator

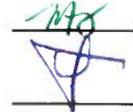


\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Lawrence, Deputy City Manager

Teri Ferro, Financial Services Director



ATTACHMENT 1



CITY OF OCEANSIDE
JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND
Administrative Directive, Procurement Process

The City of Oceanside Municipal Code, Sections 28A.1, 28A.9, 28A.12 and Purchasing Directive Section V, Paragraph M defines competitive bidding and the established criteria for Justification for Sole Source/Sole Brand purchasing. Justification for Sole Source/Sole Brand form should only be used after all competitive bidding methods have deemed to be inappropriate or unable to fulfill requirements for the City of Oceanside.

Request for: XX SOLE SOURCE SOLE BRAND

Vendor Name: Bellingham Marine Industries, Inc.

Item: Concrete floating boat docks

JUSTIFICATION FOR REQUEST:

Complete all applicable sections, provide detailed explanation below, attach all supporting documentation and additional explanation sheets, if required.

SOLE SOURCE - UNAVAILABLE FROM ANY OTHER SOURCE.

Product(s) that can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product has been proven to be the only product acceptable. Provide specifics on product selection, what are the unique features, how & why compatibility exists to current equipment needs.

Explanation: The Oceanside Harbor uses Bellingham Marine Industries Unifloat dock for all of the boat docks in the marina. If a different type of floating dock were to be used, the entire dock would require reengineering and replacement of the entire dock. Unifloat docks are available only from Bellingham Marine Industries, Inc.

Service(s) are defined as a vendor who provides a unique services and possesses unique qualifications to complete service. (Identify specific, measurable factors & qualifications.) \*Does not include Professional Service Agreement.

Explanation: N/A

SOLE BRAND. Various vendors can supply the specified model/brand or similar brands and competitive bids will be solicited for the best brand. Provide details of other brands evaluated and reason(s) for rejecting. Provide brand name, model, vendor name, date, and name of each person contacted. To "match and intermember" is not normally an acceptable justification for sole brand. When you determine this is a justified factor which should be considered: the quantity, manufacturer, brand, model, property number of the existing equipment, and necessity for "interfacing" must be provided.

Explanation: Unifloat boat docks are available only from Bellingham Marine Industries, Inc.

**UNJUSTIFIED FACTORS FOR SOLE SOURCE/SOLE BRAND:**

1. Personal preference for a product or vendor.
2. Cost, vendor performance, local service, maintenance, and delivery (these are award factors in competitive bidding).
3. Features which exceed the minimum department requirement, e.g. heavy duty and quality.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique features".
5. The statement "no substitutions" will not be considered without completion of the "Justification for Sole Source/Sole Brand" form.
6. Lack of advance planning for activity, unless deemed an Emergency Purchase per Administrative Directive.
7. Concerns related to the amount of funds available for the acquisition of goods or services.

**CERTIFICATION:**

As an approved department representative, I have gathered technical information and have made a concentrated

**Department Approval If Requisition less than \$25,000**

by: Steve Rodriguez Approval: Frank Quan  
 (Print/Type Name) (Print/Type Name) (Signature)

Date: 20-Jun-11 Date: 20-Jun-11

**City Manager Approval If Requisition Greater than \$25,001 to \$50,000**

City Manager Approval: Peter Weiss  
 (Print/Type Name) (Signature)

Date: \_\_\_\_\_

**City Council Approval If Requisition Greater than \$50K**

Summary Date: \_\_\_\_\_ Item # \_\_\_\_\_ Doc #: \_\_\_\_\_

Bellingham  
Marine  
Industries, Inc.

1205 Business Park Drive  
Dixon, CA 95620

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



June 10, 2011

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 2011, Balance of Dock (Phase 3 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 Twenty One Thousand Seven Hundred Two Dollars and 13/100 (\$121,702.13) including sales tax.**

SUPPLY	\$111,910.00
TAX (8.75%)	<u>\$9,792.13</u>
TOTAL	\$121,702.13

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**

    - 1 each 41" wide x 42' long O.A. (39' 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.

- 1 each 81.5" 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 (5'-11.5" concrete + single 4x10 walers + 2x10 cover boards). BUILD IN TWO PIECES.
- 2 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

- 3 each 6' wide x 8' long modules (concrete dimensions)
  - 10 each 6' wide x 10' long modules (concrete dimensions)
  - 1 each ramp float, 7' 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 –
- 7 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 –400 linear feet of Spartech 5005 or equal, and 9 corner bumpers, **WHITE** in color. **SUPPLY LOOSE**
- 1.9 GALVANIZED CLEATS- 24 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  
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: \_\_\_\_\_