



DATE: September 25, 2013
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 \$130,000 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Q, R and S Docks at the Oceanside Harbor, and authorization for 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 2013-14, eight finger piers, a locker float and one end-tie dock will be replaced. These docks have reached the end of their useful lifespan.

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 \$129,067.56 and will come from the Harbor Maintenance Marine Account (600627101.5320.100447) which has a current balance of \$435,469.

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 \$130,000 to Bellingham Marine Industries, Inc., (BMI) of Bellingham, Washington, for replacement docks for the Q, R and S Docks at the Oceanside Harbor, and authorization for the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:

SUBMITTED BY:

J. F. Quan
Frank Quan
Harbor and Beaches Coordinator

Peter A. Weiss
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Lawrence, Deputy City Manager

Michael Blazenski, Interim Financial Services Director

[Signature]
[Signature]

ATTACHMENT 1 - Quote

ATTACHMENT 2 - Sole Source Justification

Bellingham
Marine
Industries, Inc.

1205 Business Park Drive
Dixon, CA 95620

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



August 6, 2013

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 2013

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 Nine Thousand Sixty Seven Dollars and 56/100 (\$129,067.56) including sales tax.

SUPPLY	\$119,507.00
TAX (8.00%)	\$9,560.56
<hr/>	
TOTAL	\$129,067.56

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:

S-DOCK END-TIE- with Rounded Finger Ends

- 1 each approximately 6 foot wide x 44' long O.A. (41' concrete) and including 3' UHMW pile keeper with polymer cover on each for an existing concrete pile.

General arrangement for width (5 foot concrete + single 4x8 cover boards). SINGLE PIECE.

- 1 each approximately 6 foot wide x 34' long O.A. (31' concrete) and including 3' UHMW pile keeper with polymer cover on each for an existing concrete pile. General arrangement for width (5 foot concrete + single 4x8 cover boards). SINGLE PIECE.
- End Tie shall be approximately 6 feet wide (wider than existing).
- End Tie shall be utilized with mini-frame steel weldment connection.
- 2 each 7' wide x 8' long modules (concrete dimensions)
- Owner to confirm existing pile shape, size and location.

R-DOCK LOCKER FLOAT

- 1 each approximately 9 feet wide x 32' long O.A. (no pile). This float is anticipated to have a square end (a rounded end may be available by use of a steel weldment at an additional cost).

FINGERS- with Rounded Finger Ends

- **R-2 South:** 1 each 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-2:** 1 each 1 each 3'-2" wide x 27' long O.A. (24' concrete) and including 3' UHMW pile keeper with polymer cover on each for an existing concrete pile. General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-12:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-18:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-20:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-26:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **R-28:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.
- **Q-12:** 1 each 3'-2" wide x 26' long O.A. (no pile). General arrangement for width (2'-7" concrete + single 4x8 cover boards). SINGLE PIECE.

***NOTE: Owner will need the use of a crane to offload trucks and place in the water.**

- 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 2" cover

board on slip side. All fingers, end-ties, and locker float shall have single 4x8 coverboard (minimum).

- 1.5 GALVANIZED STEEL WELDMENTS –
 - 18 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 –700 linear feet of Spartech 5005 or equal, and 2 corner bumpers (for locker float), **WHITE** in color. **SUPPLY LOOSE**
 - 1.9 GALVANIZED CLEATS- 66 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.

INDEMNIFICATION: The Buyer shall assume all liability, including but not limited to liability for injury to person or property, economic loss, and business interruption, for claims arising from the actual use of any equipment, products, or materials furnished by BMI, and agrees to indemnify and hold harmless BMI from any and all claims, demands, actions, or suits arising from the use of such products, materials, or equipment, including reasonable attorney's fees and costs.

Notwithstanding anything herein to the contrary, BMI's cumulative liability to Buyer will under no circumstances exceed the total amount paid to BMI. In any case BMI WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.

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

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

CLAIMS Definition: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment or money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the Buyer and Seller arising out of or relating to the contract including, but not limited to, Claims against officers, directors, employees or consultants of a party for matters arising out of or relating to the Work under the contract. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Time Limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be considered unless submitted in a timely manner.

DISPUTES

Arbitration. Controversies, disputes or claims in an amount up to and including \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be referred to final and binding arbitration administered by and in accordance with the then existing Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any arbitration award may be entered by any state or federal court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs. Arbitration shall be heard and determined by a single arbitrator, the location of the arbitration hearings shall be Minneapolis, Minnesota, USA.

In the event a dispute between the parties is referred to arbitration, as soon as practical after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and costs of the arbitrator and render a statement to each party setting forth that party's pro rata share of said fees and costs. Thereafter, each shall, within ten (10) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall

result in the forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, which shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

Unless otherwise agreed in writing or otherwise provided herein, the Seller shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Buyer shall continue to make payments to the Seller in accordance with the contract documents.

Litigation. Controversies, disputes, or claims in excess of \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be resolved in a court of competent jurisdiction in the venue agreed to herein. The presiding judge shall determine which is the prevailing party and shall include in the award that party's reasonable attorneys' fees and costs. The laws and venue of proceedings shall be the place of the Project.

Mediation. In the case of either arbitration or litigation, the parties agree that mediation shall be a condition precedent to any arbitration hearings or trial. The parties hereby stipulate that the arbitrator or judge shall include in any scheduling order deadlines for: (a) the appointment of a mediator; and (b) the mediation. In the event the parties are unable to agree on a mediator by the required deadline, the arbitrator or judge shall appoint a mediator. The arbitrator or judge may, at their discretion, ask for input from the parties with respect to the appointment of a mediator. The location of the mediation shall be established by the mediator.

Notwithstanding any other provision of this Proposal, the Seller and the Buyer waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Proposal and/or to any claims or disputes arising out of or related to this Proposal.

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: _____



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.

Request for: X SOLE SOURCE X SOLE BRAND

Vendor Name: Bellingham Marine Industries

Item: Unifloat 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.

Explanation: The 950-slip boat docks in the Oceanside Harbor are Bellingham Marine Industries Unifloat docks.

If another brand or type of dock were used, the remaining dock would require extensive reengineering to mate with the different brand or style of dock.

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:

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.

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

JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND

Administrative Directive, Purchasing Process

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
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 effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand meets the City's criteria and is accurate.

Department Approval If Requisition less than \$25,000

Requested by: Frank Quan Department Approval: _____
 (Print/Type Name) (Print/Type Name) (Signature)

Date: 8/8/2013 Date: _____

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

City Manager Approval: _____
 (Print/Type Name) (Signature)

Date: _____

City Council Approval If Requisition Greater than \$50K

Summary Date: _____ Item # _____ Doc #: _____