SINGLE SOURCE AWARD **BID # SS-0655-19**

Subject: METRO MARINA TEMPORARY DOCKS

Department: of Parks, Recreation and Community Services

Description of Purchase:
Recommend approval of Single Source Award to Bellingham Marine Timber for the rental of temporary floating docks in Metropolitan Marina Park for the football season. Period of service will be from September 15, 2019 through January 15, 2020. The total requested amount expenditure not-to-exceed $68,610.00.

Funding for this award to be encumbered by PRPM1D4-06505 with Requisition no. 260756, to be executed by purchase order.

Sole Source Award To: Bellingham Marine Timber

Price Justification: N/A

Total Award: $68,610.00 **Requisition:** REQ260756

Attachments: Recommendation Memo, Single Source Form, Vendor Letter Agreement

Certification as to Single Source: Daryl Joseph, Director of Parks, Recreation and Community Services

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Ruben Ola, Purchasing Analyst

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY **DATE:** _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Parks, Recreation and Community Services

FUNDING SOURCE: PRPM1D4-06505

BRIEF DESCRIPTION OF GOODS/SERVICES:

Temporary Floating Docks for the football season at Metro Marina. September 15, 2019 to January 15, 2020

AMOUNT OF PROJECT (attach quote): $68,610.00 total or $17,152.50 monthly.

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Temporary Floating docks: sixteen(16) timber frame docks, two (2) 10'x20' timber docks for gangways. Includes delivery, installation and removal. Lease period is from September 15, 2019 - January 15, 2020.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

This vendor has the necessary docks within our specifications for the time frame requested. This vendor provided a similar service last year after Hurricane Irma destroyed the docks. Replacement of docks is following the FEMA guidelines and will not be completed in time.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Only the named vendor has the available items requested during the necessary time frame for the entire football season. This vendor provided same service last year.

Submitted by: Robert Skalitzky — Chief, Natural and Marine Resources

(Name) **(Title)**

Date: 8/14/2019

Requesting Agency's Director's Signature:

Procurement Division

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7907
www.coj.net

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August 21, 2019

MEMORANDUM

TO: Greg Pease, Chief
Procurement Division

FROM: Daryl Joseph, Director
Parks, Recreation & Community Services

RE: **REQ 260756 Metro Marina Temporary Docks**

Parks, Recreation and Community Services Department requests a Single source exemption under the Procurement code Section XII regarding the procurement of temporary floating docks for Metro Marina.

The single source request form is attached to REQ260756 and this memo. This is the only company who has the requested items and can provide them in the time frame needed for the entire football season. These are to put in place of the docks which were destroyed during Hurricane Irma and new replacement docks will not be completed in time for the football season due to the procurement process required by FEMA guidelines.

If you have any questions or if further information is required, please contact Robert Skalitzky (255-7912).

DJ/wlj

Attachment: Single Source Request

cc: Renee Harriman, Parks, Recreation and Community Services Finance Manager

Bellingham MARINE
The World's Most Comprehensive Marina Builder

Bellingham
Marine Timber

5613 Barbados Blvd
Castle Hayne, NC 28429
www.bellingham-marine.com

(910) 210-4866
FAX (910) 210-4867

LETTER AGREEMENT FOR SHORT-TERM DOCK RENTAL

August 14, 2019

Captain Jim Suber
City of Jacksonville Waterways Coordinator / Dock Master
1410 Gator Bowl Blvd.
Jacksonville, Florida 32202

Re: Metropolitan Park – Rental Floating Docks

Dear Jim,

Thank you for the opportunity to present our proposal to rent for three (3) months 680' of dock modules (2 each 10' x 20' sections and 16 each 10' x 40' sections) for the Metropolitan Park Marina facility.

Upon acceptance by both parties below, this proposal shall become the agreement (this "Agreement") setting forth the working relationship between the City of Jacksonville and Bellingham Marine Timber whereby Bellingham Marine Timber will provide the Services to the referenced project subject to the terms herein.

Article 1: Rental Costs

1.1 The fee for the rental period of September 15, 2019 to January 15, 2020 of new timber frame modules would be $17,152.50.00 per month (4 month period), total **$68,610.00** (Sixty Eight Thousand Six Hundred Ten Dollars) for rental and services (collectively, the "Services") included in this Agreement provided there are no client-directed changes in the scope of Services set forth in this Paragraph 1. These fees are due and payable in accordance with the terms identified in this Agreement at Paragraph 4.

Services **included** in this Agreement are as follows:

1.2 Equipment being Rented:
- 1.2.1 Sixteen (16) 10'X40' timber frame docks (the "Leased Docks")
- 1.2.2 Two (2) 10'X20' timber frame docks (the "Leased Docks")

1.3 Installation site location: Metropolitan Park, Amphitheater Area waterfront, St. John's River, Jacksonville, Florida

1.4 Limitations of Leased Docks
- 1.4.1 Maximum wave height: 1' (12" inches)
- 1.4.2 Maximum live load: 30 lbs. per square foot live load
- 1.4.3 Maximum vessel size: 35' (thirty-five feet)

1.5 Freight to and from installation site (includes freight and loading charges from NMMA Storage yard at Dinner Key, Key Biscayne, FL)

Initials _____ / _____
COJ BMI

1.6 Offloading Equipment including Lull forklift for dock installation and removal
1.7 Installation Crew including travel and expenses
1.8 Push Boat
1.9 Chain for attachment to existing piling
1.10 Mooring Cleats – spaced at 10' intervals under the waler.
1.11 Duration of rental period
1.11.1 September 15, 2019 rental period begins.
1.11.2 Removal of Leased Docks will occur on: January 15, 2020.
1.12 Sales/Use Taxes.

2 Exclusions

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 On-site monitoring of actual use of Leased Docks;
2.2 Relocation of moored vessels;
2.3 Evaluation of the condition of existing docks and their respective anchor systems;
2.4 Utilities;
2.5 Bathymetric, geotechnical, biological, and/or any other special analysis or report;
2.6 Engineering;
2.7 Permits and permit fees;
2.8 Below surface inspection and/or repairs;
2.9 If necessary, removal of obstacles on floating docks or boats where work is to be performed (stairs, ladders, material in locker boxes, etc.); and

3 Schedule

The duration of the rental period for the Leased Docks is as described in Section 1.11 above.

4 Payment Terms

Rental payments will be billed monthly and will be due net cash thirty (30) days from receipt of invoice. Method of payment to be approved by Bellingham Marine's credit department prior to commencing work. 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 Client, the Client shall pay all costs of collection, including reasonable attorney's fees and court costs. Prior to commencement of project, Client shall provide evidence of financing satisfactory to Bellingham Marine.

5 Limitation of Liability and Hold Harmless

The Client 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 the Leased Docks. The Services do not include testing or inspection intended to discover or analyze soil or water conditions, hazardous materials, electrical or mechanical systems, sewage disposal or water systems, or the suitability of the design and construction of the Leased Docks or marina to withstand fire, flood, windstorm and wave action, or other casualty, and we disclaim any responsibility to advise you of any conditions related thereto.

The Services performed hereunder do not constitute a warranty or guarantee concerning any condition, and Bellingham Marine's fee for services has been determined accordingly. If Client or any third party claims that Bellingham Marine is liable for negligent performance of Services hereunder or for any other reason Client claims that Bellingham Marine has not fully satisfied its obligations under this Agreement, it is expressly agreed that Bellingham Marine's liability to Client is exclusively limited to the amount paid under this Agreement. The Services performed hereunder are not intended to be performed for the benefit or use of any party other than the Client, and Client agrees to indemnify and hold harmless Bellingham Marine from any claim made by any third party relating in any way to the Services provided herein.

6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Proposal, Bellingham Marine and the Client 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.

7 Warranty

BELLINGHAM MARINE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS.

8 Ownership

Bellingham Marine shall at all times retain ownership and title of the Leased Docks. Client shall give Bellingham Marine immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Client shall indemnify Bellingham Marine against all loss and damages caused by such action.

9 No Assignment or Transfer

The Client shall not assign or transfer any interest in this Agreement without written consent of Bellingham Marine.

10 Arbitration

All controversies, disputes, or claims of whatever nature arising out of, in connection with, or in relation to the interpretation, from performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of either Bellingham Marine or Client, by final and binding arbitration administered by and in accordance with the then existing Construction Industry Rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorney's fees and costs.

11 Applicable Laws

The laws of the state where the project is located shall govern the validity, interpretation and enforcement of this Agreement. The situs for any arbitration or venue for any litigation arising out of this Agreement shall be Jacksonville, Florida.

12 Non-union Contractor

Bellingham Marine is a non-union contractor and its quotation is expressly conditioned on Client's agreement that Bellingham Marine will not be required to become signatory to any union agreement in connection with the Services.

13 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.

14 Warning

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

15 Entire Agreement

This Agreement represents the entire agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

Sincerely,

Steve Ryder

Steve Ryder, Manager of Project Development
Bellingham Marine

This Agreement is hereby accepted by:

City of Jacksonville ("Client")	Bellingham Marine Timber ("Bellingham Marine")
By: _____	By: _____
_____ (printed name and title)	_____ (printed name and title)
Date: _____	Date: _____

Initials ____ / ____
COJ BMI

From: Laidler, Marilyn
To: Jones, Wendy
Cc: Joseph, Daryl
Subject: RE: Procurement Extensions
Date: Friday, August 16, 2019 11:58:43 AM

Thanks Wendy

From: Jones, Wendy
Sent: Friday, August 16, 2019 11:55 AM
To: Laidler, Marilyn
Cc: Joseph, Daryl
Subject: Procurement Extensions

Marilyn – this is the list that we had for extensions

The projects we need a few more weeks on will include:

- Alberts Field, field work, 2 weeks (K. Meyerl)
- Mary Lena Gibbs, security cameras/fencing, 2 weeks (D. Joseph/J. Enz)
- Ray Greene Park, shade structures, 2 weeks (K. Meyerl)
- Ivy Road Park, sand removal/stabilization, 2 weeks (J.Enz/I. Henderson)
- Huffman Park, inclusive playground, 2 weeks (J. Enz)
- Hemming Park, lighting, 2 weeks (J. Enz)
- Northbank Riverwalk, interactive play, 2 weeks (J. Enz)
- Charles Reese Park, lighting, 2 weeks (J. Enz)
- Mandarin Park, restroom remodel, 1 week (A. Jones/J.Enz)
- Metro Marina Temporary Docks, Bellingham is working on revised quote to shorten the lease period and reduce the cost- single source – 2 week extension

Thank you,

Wendy L. Jones
Executive Assistant to Director
City of Jacksonville|Parks, Recreation and Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: (904) 255-7907
www.coj.net

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126.211 and Section 126.309, *Ordinance Code*, the using agency is required to provide a memorandum to the Chief of Procurement that:

1. states the vendor in question has a current contract for the scope of services in question with a public entity, e.g. Hillsborough County, Jacksonville Airport Authority, etc.;

2. states that the contract was competitively procured;

3. states the terms and conditions of the proposed contract in motion form (the scope of services must be at least part of the piggybacked contract, and the terms and conditions must be at least as good for the City of Jacksonville as for the public entity under the piggybacked contract);

4. attaches a spreadsheet that identifies each item, component or scope of service being procured, and that compares the price paid under the piggybacked contract and the price being proposed and/or to be paid by the City of Jacksonville. (As part of the piggybacking process and in an effort to procure for the City the highest quality in supplies, contractual services, professional services and capital improvements at the greatest economic value to the City, using agencies may request Procurement to obtain written quotes from the piggybacked vendor in an attempt to secure a more favorable price, term and/or condition than that provided in the piggybacked contract being considered.)

   In the event a requested piggybacked contract requires quotes from multiple vendors who shared in the award, which is common in some state contracts, the using agency is required to supply Procurement with detailed specifications so that it may solicit the necessary quotes.

5. attaches a Scope of Goods and/or Services as Exhibit "A," a Fee and/or Cost Summary as Exhibit "B," a copy of the piggybacked contract in its entirety, a letter from the public entity regarding the competitive procurement of the piggybacked contract, and a proposal letter from the vendor in question that indicates its willingness with regard to the above and that acknowledges the piggybacking relationship, scope of services and other proposed contract terms and conditions, i.e. price, duration, etc.

SECTION XII- SINGLE SOURCE (SECTIONS 126.206 & 126.312, ORDINANCE CODE)

Upon a recommendation by the Chief of Procurement, based on a written justification from the requesting using agency that a purchase can only be efficiently and effectively made from one single source, the GGAC or PSEC, for formal purchases, and the Chief, for informal purchases, may approve the purchase in accordance with the Procurement Code and the procedures set forth herein without competition or advertisement, but only: (i) after posting prior notice of said purchase on Procurement's website for no less than seven (7) calendar days; and (ii) if it is specifically found from all of the relevant facts that a single source purchase is proper under the circumstances.

As a prerequisite to obtaining a single source award pursuant to Section 126.206 and Section 126.312, *Ordinance Code*, the using agency is required to provide a memorandum from its Director to the Chief of Procurement that:

1. provides a summary of the scope of goods/services to be provided, identifying each item, component or service being procured and the price being proposed for the same;

2. provides a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended single source provider. For purposes of this section: (i) a "**Single Source**" shall apply to follow-up goods/services, such as replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by the City, or follow-up or related study services by the same professional that performed the original service, that may only be efficiently and effectively provided from one justifiable source; and/or (ii) a "**Single-Source**" shall apply when there is only one justifiable source, such as patented and manufactured products and services offered for sale in a noncompetitive market or solely by a manufacturer's authorized dealer;

3. asserts that the using agency, prior to justifying the single source, has researched the availability of the requested goods/services from other sources in applicable markets and has discussed and evaluated the same with the Procurement Division and the Equal Business Opportunity Office;

4. attaches: (i) a Scope of Goods and/or Services as Exhibit "A;" (ii) a Fee and/or Cost Summary as Exhibit "B;" and (iii) a copy of a proposal letter from the proposed single source provider regarding the scope of goods and/or services and other proposed contract terms and conditions, i.e. price, duration, etc.

SECTION XIII - POST-BID, PRE-AWARD NEGOTIATED VALUE ENGINEERING (SECTION 126.201K, *ORDINANCE CODE*)

A project must have initially been publicly advertised for solicitation of bids and the bids procured pursuant to all applicable purchasing code criteria.

Post bid, pre-award negotiated value engineering shall only take place with the lowest responsive, responsible bidder for a project under consideration.

The solicited low bid amount must have exceeded the remaining available funds for the project development, thus not allowing the encumbrance of a project contract due to limited funding, including reasonable project contingency funds for the project at issue.

Negotiated value engineering elements may include changes in construction scope, materials, schedules or any other aspect of the original scope of the project development for which the bid was procured.

Proposed subcontractors performing any subcontracting work on the project at issue may not be substituted during negotiations unless the prime contractor shows an inability to negotiate financial means or a capability that are in the best interests of the City. The City shall make the final determination on the substitution of any subcontractors. No JSEB can be substituted without the approval of the Chief of the Procurement Division.

QWS3270X 8/23/2019 9:45 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 08/23/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 9:45 AM

FISCAL MO/YEAR : 11 2019 CURRENCY CODE :
INDEX CODE : PRPM1D4 METROPOLITAN PARK MAINTENANCE
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	AUG 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	579,922.00
EXPENDITURES	.00	56,000.00	486,261.99
ENCUMBRANCES	25,050.00	-30,950.00	25,050.00
PRE-ENCUMBRANCES	68,610.00	68,610.00	68,610.00
REMAINING BALANCE	-93,660.00	-93,660.00	.01

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND