SINGLE SOURCE AWARD **BID # SS-13697-23**

Subject: Metro Park Marina Timber Dock Purchase

Department: Parks, Recreation and Community Services Department

Description of Purchase:
Recommend approval of Single Source Award to Florida Floats, Inc. to purchase 120' of dock modules (3 timber frame dock sections at 10'x40' each) with delivery and installation at Metro Park. Docks to be attached to existing pilings in the "Cove" near the amphitheater area using chain with PVC rollers and mooring cleats spaced at 10' intervals. The requested total expenditure not to exceed $89,282.00.

Funding Source: 32124.167101.565050.000962.00000000.00000.0000000, to be executed by purchase order.

Single Source Award To: Florida Floats, Inc.

Price Justification: See Attached

Total Award: $89,282.00 **Requisition #** PRNM-500170-23

Attachments: Agency Memo; Single Source Form; Vendor Proposal

Certification as to Single Source: Daryl T. Joseph, Director, Parks, Recreation and Community Services Department

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

ANALYST: Ruben Ola

Dustin Freeman, 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-114, Revised 12/2007

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

December 28, 2022

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

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

RE: **Single Source Request – Metro Park Marina Timber Dock Purchase**

Parks, Recreation and Community Services Department respectfully recommend a single source purchase order to purchase Metro Park Marina Timber Docks.

The single source request form is attached for this request.

If you have any questions or if further information is required, please contact Jill Enz at [904] 255-7941.

DJ/wlj

Attachment: Single Source Request

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

JUSTIFICATION FOR SINGLE SOURCE (JSS)

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.

1. Requesting Agency:	Natural & Marine Resource
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	120' of timber frame floating dock with installation at Metro Park Marina. Each section is 10' x 40' and will be attached to existing pilings in the Cove at the Metro Marina using chain with PVC rollers. Mooring cleats will be placed at 10' intervals.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	These docks have been rented from Supplier during previous football seasons when the marina experienced hurricane damage. The Marina will be shutting down for a period of approximately three [3] years for redevelopment beginning February 2023. Purchasing these used dock sections is the most economically responsible option for maintaining water taxi service at Metro Park during the closure. Concrete docks are not an option since they would require new pilings and permitting.
4. Date of Request	12/22/2022

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Bellingham Marine is the only dock manufacturer that has used wooden docks readily available for purchase.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement		Piggyback Request
	Direct Material Purhcase	X	Single Source
	Emergency Request		Federal Funded [i.e. CDBG]

POA:

Date: 12/27/22
Recommended Vendor: Bellingham Marine
Address: 1813 Dennis St.
City/State/Zip: Jacksonville, FL 32204
Quote Attached X |Yes| |No|

FY23 Countywide Account

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source	
	000962	19	565050	PRSC	32124-381910	PRSC Parks & Rec Capital Projects - Parks and Recreation	
1Cloud Funding	**Fund**	**Center**	**Account**	**Project**	**Activity**	**Interfund**	**Future**
	32124	167101	565050	000962	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: Metro Park (1406 Gator Bowl Blvd, 32202)			$ -	$ -
Contractor to provide material / labor / equipment / transportation / taxes to:				
Purchase 120' of dock modules (3 timber frame dock sections at 10'x40' each) with delivery and installation at Metro Park. Docks to be attached to existing pilings in the "Cove" near the amphitheater area using chain with PVC rollers and mooring cleats spaced at 10' intervals.	1	ea	$89,282.00	$ 89,282.00

Note: Please submit any questions regarding the scope of work 2 days prior to the close of bid to allow for response to questions. *Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville.*

Contact: Brian Burket upon receipt of purchase order (904) 255-7935				
Total Amount of Order				**$ 89,282.00**
Ship to: N/A				

Requested By: Brian Burket
Requested For:

Approval: Daryl T. Joseph — Digitally signed by Daryl T. Joseph, DN: cn=Daryl T. Joseph, o=Parks, Recreation & Community Services, ou=Director, email=DJoseph@coj.net, c=US, Date: 2022.12.28 11:43:58 -05'00'
Date: 12/28/22

Daryl Joseph , Director, Parks, Recreation and Community Services

Bellingham MARINE
The World's Most Comprehensive Marina Builder

Florida Floats, Inc.
dba Bellingham Marine

1813 Dennis St.
Jacksonville, FL 32204
www.bellingham-marine.com

P. (904) 358-3362
F. (904) 354-4818

LETTER AGREEMENT FOR BMT RENTAL FLOAT PURCHASE

December 13, 2022

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

Re: Metropolitan Park – Timber Floating Docks Purchase

Dear Jim,

Thank you for the opportunity to present our proposal to purchase for 120' of dock modules (3 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 whereby Bellingham Marine will provide the Services to the referenced project subject to the terms herein.

Our Quoted Price Is: $89,282.00

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

1.1 Floats being Purchased:
  1.2.1 Three (3) 10'X40' timber frame docks (Previous Rental Docks)
1.2 Installation site location: Metropolitan Park, Amphitheater Area waterfront, St. John's River, Jacksonville, Florida
1.3 Freight to installation site (includes freight and loading charges from Storage yard in Steinhatchee, FL)
1.4 Offloading Equipment including Lull forklift for dock installation.
1.5 Installation Crew including travel and expenses
1.6 Push Boat
1.7 Chain with PVC rollers for attachment to existing piling
1.8 Mooring Cleats – spaced at 10' intervals under the waler.

1 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:

Initials _____ / _____
COJ BMI

2.1 Relocation of moored vessels;
2.2 Design Criteria or Warranty or any kind for the timber floating docks being supplied.
2.3 Repairs or Modifications to the Docks being supplied.
2.4 Evaluation of the condition of existing docks and their respective anchor systems;
2.5 Utilities;
2.6 Bathymetric, geotechnical, biological, and/or any other special analysis or report;
2.7 Engineering;
2.8 Permits and permit fees;
2.9 Below surface inspection and/or repairs;
2.10 If necessary, removal of obstacles on floating docks or boats where work is to be performed (stairs, ladders, material in locker boxes, etc.); and
2.11 Taxes

2 Schedule

Project completion is estimated to occur within TBD 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. Delivery and installation will be coordinated with Owner upon BMI's receipt of approved shop drawings and will be subject to BMI's then current production schedule.

In the event of any project delay caused by Owner which is greater than thirty (30) days, Owner shall pay BMI for all work completed and stored. Storage fees will accrue at the rate of 1.5% of the price quoted above, per month, commencing on the 31st day of delay.

3 SITE ACCESS

All loading and offloading is to be accomplished at the site in a mutually agreed upon location adjacent to the harbor and furnished at no cost by Owner. An additional onsite area will be furnished under the same conditions for a storage container, parking and a small office trailer. Owner will allow access to all of the Project site and to all devices which are part of or associated with the Project. BMI will use its best efforts to coordinate visits with Owner to minimize operational interruptions. In the event BMI is denied or prevented from gaining access to the Project's site, BMI's obligations herein shall be suspended until the act, omission, or condition affecting access is remedied. If BMI is denied or prevented from gaining access to the Project's site as a result of an act or omission of Owner, BMI shall be entitled to be paid for any visit, which it is required to make as a result of such denial as well as an extension of time.

4 Payment Terms

DEPOSIT: Upon Owner's acceptance of this proposal, Owner shall remit a deposit in the amount of 50% of the quoted price. The deposit is not subject to retention and will be applied against the final invoice(s) on the Project.

EVIDENCE OF FINANCING: Prior to commencement of Project, Owner shall provide evidence of financing satisfactory to BMI.

PAYMENTS: Owner shall make monthly progress payments to BMI. On or about the 25th day of each month, BMI will submit to the Owner an invoice for work performed including Work manufactured and materials suitably stored at its manufacturing facility or such other designated off-site location. Payment is not subject

Initials _____ / _____
COJ BMI

to retention. Method of payment to be approved by BMI's credit department prior to start of production. All payments are due within ten (10) calendar days after receipt of invoice. If BMI does not receive payment within those ten (10) calendar days, then BMI may stop the Work until payment of the amount owing has been received. 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 BMI is required to employ an attorney to collect any amount due as a result of the default of Owner, the Owner shall pay all costs of collection, including reasonable attorney's fees and court costs.

5 Owner's Responsibility for Actual Use

The Owner 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.

6 Indemnity and Limitation of Liability

INDEMNITY: Until the Work is completed, BMI shall indemnify, defend, and hold harmless the Owner from and against third party claims, damages, losses, and expenses, including reasonable attorney's fees, directly resulting from the performance of BMI's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). BMI's duty to indemnify, defend, and hold harmless applies only to the extent that any such claim, damage, loss, or expense is caused by the negligent acts or omissions of BMI, its subcontractors, or anyone directly employed by them.

LIMITATION OF LIABILITY: Notwithstanding anything herein to the contrary, BMI's cumulative liability to Owner 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 INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST RENTS, AND RENTAL OF REPLACEMENT OR TEMPORARY FACILITIES, 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.

7 Insurance

MARINE GENERAL LIABILITY INSURANCE: BMI shall maintain Marine General Liability coverage with minimum limits of at least (1) Combined single limit each occurrence of $1,000,000, (2) Products and completed operations aggregate of $2,000,000, and (3) General Aggregate (per project) of $2,000,000.

UTOMOBILE LIABILITY INSURANCE: BMI shall maintain Automobile Bodily Injury and Property Damage Liability coverage with minimum combined single limit each accident of $1,000,000.

WORKERS COMPENSATION INSURANCE: BMI shall maintain statutory Workers Compensation Insurance/USL&H coverage as well as Employers Liability Insurance with minimum limits of at least $1,000,000.

PROFESSIONAL LIABILITY INSURANCE: BMI shall maintain Professional Liability coverage with minimum limits of at least $2,000,000.

BUILDER'S RISK INSURANCE: BMI shall purchase and maintain builder's risk insurance ("BRI") in the amount of the initial quoted price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. BRI will be on an all-risk policy form and will insure against the perils of fire, flood, including waves, wind-driven waves and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for services and expenses incurred by BMI as a result of such insured loss. BRI will cover portions of the Work stored off site after written approval of the Owner of the value established in the approval, and also portions of the work in transit. The Owner shall pay costs not covered because of deductibles. The BRI will be maintained until the earlier of such time that BMI's insurable interest in the Project ceases, or until the property is occupied in whole or in part, put to its intended use, or leased or rented to others, or until final payment is made to BMI. The Owner and BMI waive all rights against each other and of their separate contractors or subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by the BRI applicable to the Work, except such rights as they have to proceeds of such insurance.

The Owner is responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under this agreement.

8 Claims and Disputes

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 Owner and BMI 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 LIMIT 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.

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 San Francisco, California, 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 BMI shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the BMI 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.

GOVERNING LAW: The laws of the place of the Project, including that state's choice of law rules, shall apply to all proceedings.

9 Miscellaneous

INFORMATION FURNISHED BY OWNER: BMI has based this proposal upon information furnished by Owner (if provided) and BMI has the right to rely upon the accuracy of that information. If information furnished by Owner is incorrect and impacts the Project's schedule or cost to complete the work, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.

ENGINEERING/CODES/RESPONSIBILITY: BMI does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Owner to secure necessary governmental approvals. Owner hereby indemnifies BMI against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Owner, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished BMI by Owner including, without limitation, liability for patent or trade secret infringement claims.

OWNERSHIP OF WORK PRODUCT: The drawings, specifications, shop drawings, submittals, calculations and any other documents created by BMI ("Work Product") are instruments of service through which the work is to be executed, and BMI shall retain exclusive ownership and property interests therein, including copyright

interests thereto. Neither Owner nor its separate contractors shall own or claim a copyright in the Work Product. BMI shall retain all rights of ownership relating to the documents. Owner shall not use any of the Work Product on other projects or for completion of this Project by others without the written consent of BMI, which consent BMI may withhold in its sole discretion. Owner shall indemnify and hold harmless BMI and its design engineers from any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, whether in contract or tort, arising from or related to the unauthorized use of the Work Product. Owner may retain one record set of the Work Product following final payment.

HAZARDOUS MATERIAL: In the event that BMI encounters on the site material or conditions reasonably believed to involve hazardous or other substances, BMI shall immediately stop the Work in the area and report the condition to the Owner in writing. BMI shall not be required to resume Work until an appropriate agreement concerning testing, design, construction means, methods, sequences, and safety precautions has been reached, and the contract time and contract sum are adjusted to reflect the additional time, costs and additional work necessary to continue and complete the Project. BMI shall not be required to perform abatement work relating to hazardous material encountered at the site.

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

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

NON-UNION CONTRACTOR: BMI is a non-union contractor and its quotation is expressly conditioned on Owner's agreement that BMI will not be required to become signatory to any union agreement in connection with the Project. Language to the contrary in any purchase order or subcontract will not be accepted by BMI.

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

ENTIRE CONTRACT: When accepted by Owner, 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 Owner.

Acceptance of any offer made by BMI 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 BMI unless BMI has specifically agreed to such altered terms in writing.

Sincerely,

Matthew Anderson

Matthew Anderson

Capt. Jim Suber – Metro Park Timber Floating Docks
December 13, 2022

Manager of Project Development

This Agreement is hereby accepted by:

City of Jacksonville
("Client")

By: _____

_____
(printed name and title)

Date: _____

Florida Floats, Inc., dba Bellingham Marine
("Bellingham Marine")

By: _____

_____
(printed name and title)

Date: _____

Initials _____ / _____
COJ BMI

Requisition PRNM-500170-23

Requisitioning BU	PRNM: Natural and Marine Resources	**Requisition Amount**	89,282 USD
Entered By	Amy Honey	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	Metro Park Marina Timber Dock Purchase		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
12.13.2022 Metro Park BMT 120'	12.13.2022 Metro Park BMT 120' Purchase.pdf	Quote
purchase request_MetroDocks_BM	purchase request_MetroDocks_BMT.pdf	Funding
Signed Single Source form for	Signed Single Source form for Metro Marina Timber Docks.pdf	Single Source Form
Signed Single Source Memo for	Signed Single Source Memo for Metro Marina Timber Docks.pdf	Memo

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Metro Park Marina Timber Dock Purchase	120.35 Docks and Piers, Fixed and Floating (Including Dock Systems, Gangways, Marinas, Wharfs, etc.)			USD	89,282	Approved	Reserved

Requester	Jill Enz	**Supplier**	Florida Floats Inc.
Urgent	No	**Supplier Site**	Order/Remit
Requested Delivery Date	1/12/23	**Supplier Contact**	Audrey Stefanowitz
Deliver-to Location	Ed Ball 4th Floor Charge	**Contact Phone**	(904)3583362
Deliver-to Address	214 North Hogan Street, 4th Floor, Jacksonville, FL 32202, Duval, United States	**Charge Account**	32124.167101.565050.000962.00000000.00000.0000000
Note to Buyer			

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.