

September 2, 2015



Town of Jamestown  
Christina Collins, Finance Director  
93 Narragansett Avenue  
Jamestown, RI 02835

Re: East Ferry Marina RFP

Dear Christina,

We welcome the opportunity to enclose our proposal for the town's East Ferry marina. We realize that the current lessee has had the lease for the past forty years and has developed a relationship with the town over that time period which might be difficult to break. We ask that you, the Town Administrator and eventually the Town Council view our proposal with an open mind and allow us the opportunity to answer any questions or allay any concerns which may arise in making a change. If our proposal is accepted, we will work with the town and the current lessee to make the transition as seamless as possible so that the new marina is in place and functioning properly by the start of the boating season.

As you will discover while reading our proposal we intend to make significant improvements to the marina and eventually to the mooring field if we are successful in attaining the lease to the marina. The area at the foot of Narragansett Avenue is the heart of our town and should be maintained in a manner which is consistent with the historic and well preserved nature of the surrounding area. It is our intention to develop the town marina into one of Jamestown's many attractions. It will be a place to "see the boats" and view the harbor, the bridge and the near shore of Newport in an environment that is welcoming, comfortable and attractive.

Finally we incorporate this cover letter as part of our official proposal and we ask that if any part of our proposal is made public the whole proposal will be made public so there is no confusion as to the context in which any statements have been made.

We look forward to working with you to accomplish our joint vision of the future.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Clement Napolitano", written over a white background.

Clement Napolitano  
President

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A handwritten signature in black ink, appearing to read "Clement Napolitano". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clement Napolitano  
President

PROPOSAL  
FOR  
**TOWN MARINA at EAST FERRY**

PRESENTED  
TO  
**TOWN OF JAMESTOWN**

CHRISTINA D COLLINS

FINANCE DIRECTOR

Jamestown Town Hall  
93 Narragansett Avenue  
Jamestown, RI 02835

PRESENTED  
BY  
**JAMESTOWN BOAT YARD (JBY)**

CLEMENT NAPOLITANO

PRESIDENT

60 Dumplings Drive  
Jamestown, RI 02835

## EXECUTIVE SUMMARY

2016 LEASE PAYMENT = \$65,422.88

TOTAL PAYMENTS = \$ 750,000

REVITALIZE CONCRETE PIER

ELIMINATE CRANE

NEW DOCKS, PILINGS AND RAMPS

NO JOBS LOST

COMMUNITY INVOLVEMENT

JBY IS WELL ESTABLISHED WITH LONG JAMESTOWN HISTORY

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(Appendix B)

**OFFER TO PERFORM**

NAME OF BIDDER: Jamestown Boat Yard PHONE NO. 401-423-0600

ADDRESS OF BIDDER: 60 Dumplings Drive Jamestown, RI 02835

AUTHORIZED SIGNATURE: \_\_\_\_\_

Sealed bids must be received on this form by this office by **2:00 PM, September 2, 2015**. At which time all bids will be opened and read publicly.

**ALL BIDS DELIVERED TO:**

Town of Jamestown  
Christina D. Collins, Finance Director  
Jamestown Town Hall  
93 Narragansett Avenue  
Jamestown, RI 02835

Bid document is to be rendered in a sealed envelope clearly marked as: **East Ferry Marina RFP**

<b>BID DETAIL:</b>	<u>Base</u>	<u>Escalator</u> (3% minimum)	<u>Total</u>
Base Year (1)	<u>65,422.88</u>		<u>65,422.88</u>
Year Two (2)	<u>65,422.88</u>	<u>3%</u>	<u>67,385.566</u>
Year Three (3)	<u>67,385.57</u>	<u>3%</u>	<u>69,407.133</u>
Year Four (4)	<u>69,407.13</u>	<u>3%</u>	<u>71,489.347</u>
Year Five (5)	<u>71,489.35</u>	<u>3%</u>	<u>73,634.028</u>
Year Six (6)	<u>73,634.03</u>	<u>3%</u>	<u>75,843.049</u>
Year Seven (7)	<u>75,843.05</u>	<u>3%</u>	<u>78,118.34</u>
Year Eight (8)	<u>78,118.34</u>	<u>3%</u>	<u>80,461.89</u>
Year Nine (9)	<u>80,461.89</u>	<u>3%</u>	<u>82,875.747</u>
Year Ten (10)	<u>82,875.75</u>	<u>3%</u>	<u>85,362.019</u>

**Total 750,000.00**

The Town reserves the right to accept or reject any or all bids, portions, thereof and to waive informalities.

## 2– OPERATIONS PLAN

Jamestown Boat Yard (JBY) is a well-established member of the Jamestown Community. Our roots go back to 1903, when the boat yard was erected as a staging facility for the construction of Clingstone. Since then the boat yard has been in continuous operation, making JBY the oldest boatyard in Jamestown.

We are an Authorized Nautor's Swan Service Center, with customers from around the world. Nautor, the world's premier boat builder, recently selected JBY to maintain their high standards of quality, craftsmanship, and customer service.

Management and staff recognize the unique nature of Jamestown. Many employees are residents and active members of the community. We intend to provide our many resources and equipment to the community in support of local activities at East Ferry and surrounding areas.

The business plan is to develop the marina in three stages;

The first stage will consist of replacing all of the pilings, docks, gangways and pedestals. All hauling, launching and heavy lifting will be done at our main yard on Dumplings Drive. Thus, there is no need for the unsightly crane on the Steel Pile Pier. Load evaluations and considerations will no longer be a concern. No heavy equipment will reside on, or be used at, the Steel Pile Pier. We expect that the damaged surface of the pier and the oil stains from the crane are addressed prior to the start of the new lease.

A new Dock Master building will be erected, to replace the existing one that is owned by the present lessee. The Pier will undergo a revitalization. It will go from a mostly commercialized pier to one that encourages pedestrian traffic. In keeping with the look and feel of Veterans Square, planters and benches will flank the pier.

### First Stage continued:

We will not sell fuel during the first stage. The cost of oil is under pressure due to higher production and lower demand. Given the expense of the necessary infrastructure; State and Federal Regulations; insurance costs; competitive nature of fuel sales; relatively low projected sales volume and margins; potential hazard; harm to the environment; and the advent of electric powered boats, the sale of fuel is not part of our business plan for the first stage. Here too, the tanks, pipes, and sump stations should be removed and the area restored prior to the start of the lease. Should the Town Council hold fuel sales as a determining factor in their evaluation of this proposal, we are open to discussion.

The rates charged to dockage customers will not change for 2016. However, any rate increase imposed by the Town in subsequent years, will flow to the rate we charge for services. Mechanical services are available to marina customers at our standard rates. We reserve the right to be the exclusive provider of services for those boats that are docked at the marina. When a service is requested that we are not equipped to provide, a third party may be engaged by JBY to provide those services. We do not anticipate a significant number of transient guests, because the marina is geared to seasonal customers. Our marketing efforts will be focused on attracting seasonal customers from Jamestown and surrounding areas. This will consist of placing advertisements in the local newspapers and industry publications. When dock space is available, VHF radio is monitored to attract visitors who are seeking short term dockage.

The Marina will not attempt to sell retail items at this time. A short list of engine maintenance items will be kept on hand. Extensive inventories of parts and equipment are readily available in chandleries in Jamestown and in Newport.

Launch service is provided to those customers that park at our main site. Dockage customers do not require launch service per se.



The second stage will focus on opportunities and streamlining our operation. We will evaluate the customer needs and suggestions, and respond accordingly. This may include; providing launch service; Wi-Fi, reverse osmosis water dispenser; toilet facilities, and other amenities. This is a catch your breath and see what works, what doesn't, and what needs improvement, stage. After an in-depth study of the prevailing issues related to the sale of fuels, a decision to sell fuel will be made. Launch service will be offered to those customers on private moorings. JBY will host monthly meetings with the Harbormaster, and representatives from the Town and Harbor commission. The purpose of which is to have an open and ongoing dialog regarding the operation of the marina.

The Third Stage will be the expansion stage. We will work closely with the town to maximize the revenue that has been unrealized for the past forty years. The entire commercial mooring field was authorized by the Army Corp of Engineers in 1983 as part of the Marina Permit, which itself was based on the lease between the town and the current Lessee. We strongly believe that the mooring perimeter can be redrawn in a way that honors the Town Marina and the current lessee's logical riparian rights. The rationale and chronology follows;

- 1974-1981, Conanicut Marine Services installs moorings without authorization from Army Corp of Engineers (ACOE).
- May 23, 1975, Town of Jamestown enters into lease agreement with Conanicut Marine Services
- March 25, 1976, The Army Corp of Engineers (ACOE) issued Permit # RI-NEWP-76-93 for construction of marina on leased property.
- April 20, 1983, CMS responds to ACOE query and writes: "Moorings Buoys & Hardware Subsequent to Permit #RI-NEWP-76-93". "The above moorings buoys and hardware are a part of the same marina".
- July 12, 1984, CMS applies to ACOE for retroactive permit to install moorings. ACOE assigns application # 26-84-624. CMS states in application "Mooring hardware was installed as a part of Army permit #RI-NEWP-76-93".
- September 10, 1984, Army Corps of Engineers authorizes CMS to "retain and maintain approximately 150 offshore moorings", "as installed subsequent to permit #RI-NEWP-76-93".

There is clear and undisputable evidence that the Town Marina and the moorings are inexorably attached. The ownership of the mooring tackle is not in question, CMS owns the tackle. The area where the moorings reside and that relationship to the Town Marina is the issue.

New mooring tackle will be installed throughout the new Town Marina Boundary. Helix anchors and elastic rodes are the major components of the mooring system. This new system has the added benefit of requiring less swing room between boats. Because no heavy ground chain is used, there is no destruction to the bottom, most notably eel grass.

### 3- REFERENCES

Arthur Milot

Walnut Street

Jamestown, RI 02835

(401) 423-1858

(401) 527-4233

[artmartjtn@gmail.com](mailto:artmartjtn@gmail.com)

Customer since 1980

Paul Grimes

(401) 423-1792

(401) 862-7332

227 Highland Dr.

Jamestown, RI 02835

[pjgrim@aol.com](mailto:pjgrim@aol.com)

Customer since 1978

Jerry McIntyre

57 Newport St.

Jamestown, RI 02835

(401) 423-0242

(401) 351-7700

[t.mcintyre@cox.net](mailto:t.mcintyre@cox.net)

Customer since 1985

#### 4- EQUIPMENT

No heavy equipment will be deployed to the Town Marina or more specifically, the Steel Pile Pier for the normal operations of the Marina. The following is a list of heavy equipment, work boats, and launch boats.

Crane, P&H 65ft. boom +16 ft. extension

Loader and Brownell boat trailer

Bobcat skid steer

Man-lift, Mark Industries, 35ft

Scissor lift, Genie 30ft vert.

Travel-lift, 50 ton

Rail Way and Cradle, Custom made for boats 65ft. x 45ton

Work boat, Protector 28ft.

Work boat, Eastern 19ft.

Launch, Oldport 26ft.

Launch, Oldport 20ft.

Van, Chevrolet

SUV, GMC Denali

SUV, International Harvester Travelall

## 5-EMPLOYEES

The number of employees will vary according to the time of day, day of week and season. At a minimum there will be a Dock Master and assistant on duty at all times. As a practical matter, there will be times of heavy activity and times of no activity. Staffing levels will adjust to meet the demands and to insure quality service. Scheduling and Administrative functions are handled by staff at the 60 Dumplings Drive site. JBY will commit to staffing levels that are no less than currently exists. There will be no loss of jobs due to a transition to a new lessee.

Key employees of JBY who are residents of Jamestown and their associated involvement in the community;

Clement Napolitano, Founding member, Former Director and Architect of Jamestown Emergency Medical Services, RI Cardiac EMT; Rhode Island Disaster Medical Assistance Team.

Stephen DeVoe, Supporter of Fireworks, Concert Series and Penguin Plunge

Jim Archibald, Scout Master Troop 1 Jamestown for over fifteen years

Lennart Nilsson, Jamestown Fire and Rescue, RI Cardiac EMT

Bruce Toppa, Fishing Derby, Jamestown Medical Fund

John Long, Blood Drive

Bruce Johnson moved to Jamestown in 2015

JBY's affiliations include, United Way of RI, WGBH, Rhode Island Marine Trades Association, International Yacht Restoration School, Star Kids Program, Conanicut Island Sailing Foundation

6- INSURANCE



JAMES-2 OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Triton Insurance Agency LLC One Washington Street Newport, RI 02840 David Markell	CONTACT NAME: David Markell
	PHONE (A/C, No, Ext): 401-619-5500 FAX (A/C, No): 401-619-5501 E-MAIL ADDRESS:
INSURED Jamestown Boatyard, Inc. Steve Devoe P.O.Box 347 Jamestown, RI 02895-0347	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hanover Insurance Company
	INSURER B : Beacon Mutual Insurance
	INSURER C : Starr Indemnity & Liability Co
	INSURER D :
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (LTR)	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ship Repairers <input checked="" type="checkbox"/> MOLL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		IHZA477410 IHZA477410 IHZA477410	11/05/2014 11/05/2014 11/05/2014	11/05/2015 11/05/2015 11/05/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AHE7916304	11/05/2014	11/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ CLAIMS-MADE		MASILBN000414	11/05/2014	11/05/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		29668	11/21/2014	11/21/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Collision 1000 ded Other 1000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Jamestown, RI 93 Narragansett Avenue Jamestown, RI 02835	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

## 7-RATES

We realize that the marine industry is competitive and as such our rates are in line with other boat yards in the area. JBY's mission to provide the highest level of service at a competitive price. Our current rates are listed below:

Journeyman mechanic, rigger, paint & glass, shipwright = \$95/hr.

Apprentice...first two years in the industry = \$60/hr.

Varnish = \$50/hr.

Seasonal Dockage = \$100-\$140/ft. dependent on length and depth of slip plus measured electric and water.

Transient Dockage = \$3.50/ ft. per night plus \$20 electric and water.

Haul/Block and Launch rates are dependent on size of yacht and vary from \$19.50 to \$30.00/ft. including pressure washing.

Seasonal Moorings are \$85/ft. plus the Town permit fee.

Transient Moorings are \$50 per night with discounts after 7 consecutive nights.

Boat Winter Storage Outside is \$85/ft. including haul, block and launch.

Boat Winter Inside Storage is \$12.40 sq. ft.

Steel Pier dockage rates are determined by Harbor Commission and include an escalator rate equal to the Boston CPI. The lease will have an escalator equal to 3%. Over a ten year period there is a risk that the steel pier rates will not keep up with the fixed escalator in the lease. If successful our intention is to address this discrepancy when negotiating the first five year renewal lease.

## 8- HOURS OF OPERATION

### MAY

Monday-Thursday 8am-5pm

Friday- Sunday 8am-7pm

### Memorial Day Weekend through Labor Day Weekend

Monday- Thursday 8am-7pm

Friday- Sunday 8am- 9pm

### Day after Labor Day- OCTOBER 15<sup>th</sup>

Monday- Thursday 8am- 5pm

Friday- Sunday 8am- 7pm

MAJOR HOLIDAYS 8AM- 9PM

SPECIAL EVENTS AS REQUIRED



## 9- METERED WATER

The town has expressed interest in metering the water usage at the town owned touch-and-go docks. It is not clear whether the intent is to create a source of revenue or to prevent waste and abuse.

As a source of revenue, any plan that would require an attendant is not advisable. The cost of staff would surpass the revenue generated. There are systems that are coin operated and do not require an attendant. Similar to a car wash, coins are inserted into a dispenser and a preprogrammed amount of water is available.

To prevent waste, we recommend signage to encourage personal responsibility to conserve water, and neighborly surveillance.

## 10- PARKING

Dockage customers may park their car at our main yard. During the summer months, we have two plus acres of open field, which can accommodate well over 100 cars.

A shuttle service will provide transport between the Marina and the main yard. Customers may also use our launch to and from the Marina and main yard.

Bicycle racks will be placed at the marina and main yard. Customers will be encouraged to commute by bike. We will provide loaner bikes as well.

## 11- SAFETY

Security and Safety is best provided before the fact, by instituting engineered controls. Safety seminars are routinely held for our staff. Lighting and signage is employed for visitor and staff awareness. We are ever vigilant for dangerous conditions, which are eliminated immediately. Management makes periodic safety checks to assure we strictly adhere to OSHA regulations.

Docks will be gated for boat owner and guest access only.

The entire marina will be smoke free, with NO SMOKING signs placed through-out. Fire extinguishers are centrally located and readily accessible.

JBY's has a formal HURRICANE PLAN which can be summarized as follows;

- Early recognition. We monitor NOAA- NRC FOR tropical storms as they develop off the east coast of Africa. This gives us a 2-3 week lead time in the event of a storm affecting our area.
- Early precaution. Customers are instructed to haul or move their boats to protected harbors. Equipment is moved to high ground.
- Early activation. Docks are towed to moorings to ride out the storm. Priority is given to boats, after which docks may be hauled. Marina grounds are cleared of anything not permanently secured.
- Personal safety.
- Aftermath. Damage assessment and reclamation.

# CONCEPTS





