



**TOWN OF PALM BEACH  
RFP NO. 2017-16**

**MASTER PLAN FOR TOWN DOCKS  
AND ACCESSORY STRUCTURES**

**CONTRACT**

THIS CONTRACT made and entered into this 28<sup>th</sup> day of September, 2017, by and between the Town of Palm Beach, Florida, hereinafter referred to as the TOWN, and

W.F. Baird & Associates Ltd. hereinafter referred to as the Contractor, whose address is 5014 NW 24<sup>th</sup> Circle, Boca Raton, FL 33431.

WITNESSETH, that the CONTRACTOR and the TOWN, for the considerations hereinafter named, agrees as follows:

The CONTRACTOR hereby agrees to furnish all the materials and all of the equipment and labor necessary, and to perform all of the work described in the scope of work for the project entitled:

**RFP NO. 2017-016  
MASTER PLAN FOR TOWN DOCKS AND ACCESSORY STRUCTURES**

All in accordance with the requirements and provisions of the following documents which are hereby made a part of this Contract:

1. SCOPE OF WORK

The scope for this project includes all labor, materials, equipment, and services necessary for the completion of the Master Plan for the Town Docks and accessory structures. The scope of work shall include: public meetings, bathymetric survey, bulkhead inspection and recommendation, existing building inspection and recommendation, rate structure and revenue maximization market study, dock configuration concept alternatives, slip electric service study, parking alternatives review, facility wi-fi service evaluation, marina security review, evaluation of centralized trash and recycling location, dredging determination, wave attenuation alternatives, water level and hydrodynamic review, construction staging and timing options, estimated construction costs with review of grant opportunities, and operating capital and debt service forecasts. All referenced work is further described within the attached Exhibit "A" dated August 23, 2017.

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2. CONTRACT PLANS AND SPECIFICATIONS

All Work performed shall be in accordance with the following documents hereby incorporated by reference:

- A. Request for Proposal (RFP) No. 2017-16 – Master Plan for the Town Docks and Accessory Structures
- B. Proposal for the Master Plan for the Town Docks and Accessory Structures, Reference #P127.100.P2.Rev0 dated August 23, 2017;
- C. Cost Proposal by W.F. Baird & Associates dated August 22, 2017.

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CONTRACT SUM PROPOSAL

The Contractor herein proposes as noted below and contracts with the Town of Palm Beach for the Base Bid, Unit Prices, and those Alternate Bids elected by the Town.

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SCHEDULE OF BIDS

For all work included in the Base Bid, a Total Lump Sum Base Bid

<u>One Hundred Nine Thousand Nine Hundred &amp; Ninety Six &amp; 00/100</u>	<u>\$109,996.00</u>
(Words)	(Numbers)

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ALTERNATE BID

- Alternate Bid No. 1.  
2.  
3.

This Agreement incorporates by reference, the following documents pertaining to the **Master Plan for the Town Docks and Accessory Structures, RFP No. 2017-16**, all those documents listed in the TABLE OF CONTENTS, including but not limited to: "Advertisement," "Proposal Terms and Conditions," "Nature of Services Required," "Submittals Requirements," "Evaluation of Submittals," "Submittal Pages," "Firms Qualifications," and "Addendum."

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CONTRACT SUM/AGREEMENT ACCEPTANCE

The Town of Palm Beach accepts the Contractor's Proposal and will pay to the Contractor for faithful performance of the contract, in lawful money of the United States of America, subject to the additions

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and deductions as provided in the Contract Documents.

Base Bid (Including Allowances).....\$ \$109,996.00

Alternate Bid Nos.....Subtotaling.....\$ 0

For a Total Contract Sum of:

**One Hundred Nine Thousand Nine Hundred & ninety six and 00/100** dollars.....**\$109,996.00**

Bid awarded by Palm Beach Town Council on September 19, 2017

Resolution No. 162-2017

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

WITNESS:

*[Signature]*  
*[Signature]*

By: *[Signature]*  
Contractor

Gordon Thompson, Sr. Coastal Engineer  
Print Name and Title

ATTEST:



*[Signature]*  
Secretary  
(CORPORATE SEAL)

TOWN OF PALM BEACH, FLORIDA

WITNESS:

*[Signature]*

By: *[Signature]*  
Thomas G. Bradford, Town Manager

Thomas G. Bradford, Town Manager

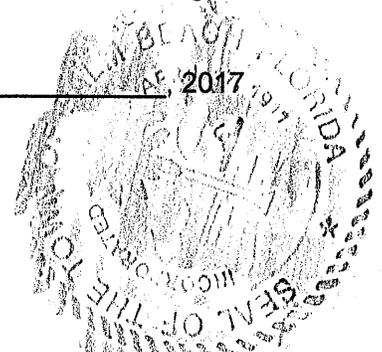
9/28

(Date)

Attest:

*[Signature]*

(TOWN SEAL)



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Recommend Approval

Approved as to form and legal sufficiency:  
Counsel for Town of Palm Beach

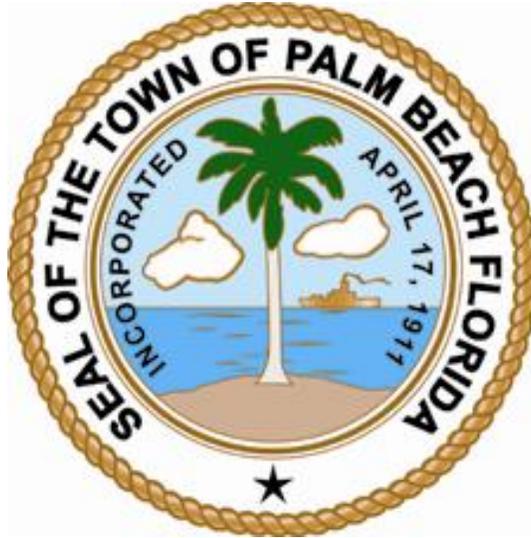
By: *[Signature]*

By: *[Signature]*  
John C. Randolph, Town Attorney

\_\_\_\_\_, 2017  
(Date)

9/22/, 2017  
(Date)

# TOWN OF PALM BEACH



**RFP No. 2017-16**

## **MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES**

**Purchasing Division**

\* \* \* \* \*

**Finance Department**

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**TOWN OF PALM BEACH**

**RFP No. 2017-16**

**MASTER PLAN FOR THE TOWN DOCKS  
AND ACCESSORY STRUCTURES**

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**TABLE OF CONTENTS**

<b><u>Subject</u></b>	<b><u>Page Number</u></b>
Cover .....	1
Table of Contents .....	2
Advertisement.....	3
Part I – Proposal Terms and Conditions .....	4
Part II – Nature of Services Required .....	13
Part III – Submittals Requirements .....	15
Part IV – Evaluation of Submittals .....	18
Submittal Pages.....	20
Firms Qualifications .....	23
List of Professional References .....	24
Drug-Free Certification .....	25
Evaluation Criteria .....	26
Florida Statute Section 119.0701 Contracts; public records.....	Attachment “A”



## TOWN OF PALM BEACH

### ADVERTISEMENT

RFP No. 2017-16

### **MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES**

Submittals for **MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES** will be received by the Town of Palm Beach's Purchasing Division, 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, until **2:00 PM on May 10, 2017**

The Town of Palm Beach is seeking to retain the services of a Professional Design Consultant to provide a master plan for this project. The contract resulting from this RFP will be project specific.

Any submittal received after **2:00 p.m. on May 10, 2017** whether by mail or otherwise, will be returned unopened. Firms are responsible for insuring that their submittal is stamped by Purchasing Division personnel by the deadline indicated.

An **original and seven (7) copies** must be submitted in sealed envelopes/packages addressed to the Purchasing Division, Town of Palm Beach, Florida, and marked "**RFP No. 2017-16 MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES.**" Firms desiring information for use in preparing submittals may obtain copies of the RFP requirements by visiting the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (click "Doing Business," click "Sealed Bids & Requests for Proposals" and follow the instructions). The Purchasing Division is located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, Telephone (561) 838-5406.

Adis Pedraza  
Purchasing Manager

**Dated:** April 9, 2017  
April 16, 2017

**Published:** Palm Beach Post



## TOWN OF PALM BEACH

RFP No. 2017-16

### MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES

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#### **PART I** **PROPOSAL TERMS AND CONDITIONS**

**1-1 Introduction:** The Town of Palm Beach ("Town") is seeking proposals for master plan for the Town Docks and accessory structures. The intent of this Request for Proposals (RFP) is for the Town to potentially select one firm capable of providing master planning services for the Town's Dock as specified herein.

**1-2 Proposal Submission and Withdrawal:** The Town must receive all submittals by **2:00 P.M. on May 10, 2017** The submittals shall be submitted at the following address:

TOWN OF PALM BEACH  
Purchasing Division  
951 Okeechobee Road, Suite "D"  
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the submittal package as follows: **RFP No. 2017-16 MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES.** This package shall also include the Proposer's return address.

Firms may withdraw their submittals by notifying the Town in writing at any time prior to the deadline for submittal. After the deadline, the submittal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the TOWN and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered submittals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida 33401 prior to the deadline set for receiving submittals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before submittal closing time. Any submittal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3 Number of Copies:** Proposers shall submit an **original and seven (7) copies** of the submittal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4 Development Costs:** Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-5 Inquiries:** Interested Proposers may contact the Town's Purchasing Division regarding questions about the submittal by email to: [solicitations@townofpalmbeach.com](mailto:solicitations@townofpalmbeach.com) or facsimile at

(561) 835-4688. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFP, until **ten (10)** days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6 Addendum:** The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to **seven (7)** calendar days before the date fixed for receiving the submittals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to acknowledge receipt of addendums may result in an unresponsive submittal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the submittal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Manager through written communication prior to the opening of the proposals.

**1-7 Contract Awards:** The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed by appointed staff, the best proposal identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

**1-8 Contractual Agreement:** This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

**1-9 Designated Personnel:**

The Applicant Firm shall designate the personnel to be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the Town shall have the

right to specify those key project personnel for whom the Applicant Firm shall not be allowed to substitute other personnel without prior written permission of the Town.

**1-10 Selection Process:** The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town may determine that it will be desirable to conduct interviews with top ranking firms. However, the Town reserves the right to interview or not interview proposers and to qualify a proposer with or without an interview process.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

**1-11 News Releases:** The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

**1-12 Insurance:** The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the Town.

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All service providers including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail [risk@townofpalmbeach.com](mailto:risk@townofpalmbeach.com), 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the service provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

Professional Liability (Errors & Omissions) - professional liability or equivalent errors & omissions liability with limit of not less than \$1,000,000 per occurrence. For policies written on a claims made basis, shall maintain a retroactive date prior to or equal to the effective date of this contract. In the

event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, architect or engineer must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

3rd party crime coverage including but not limited to, employee dishonesty, theft, money & securities, computer fraud, client's property with a limit of liability not less than \$1,000,000. NOTE: Insurance requirement only if the company will have access to Town funds

Cyber Liability is required for all service providers processing or storing sensitive or confidential data such as, but not limited to, credit card, health care, employee records, banking, etc. The Cyber Liability policy shall have a limit of liability not less than \$1,000,000 per occurrence including coverage for Privacy & Security Liability as well as Security Breach Response/Expense coverage. For policies written on a claims made basis, service providers shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, service provider must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

**1-13 Indemnification:** To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**1-14 Licenses:** Proposers, both corporate and individual must be fully licensed in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

**1-15 Rights and Privileges:** Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

**1-16 Disclosure and Disclaimer:** Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

**1-17 Proposal Contents:** All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

**1-18 Public Entity Crimes:** In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including

predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or found guilty of a public entity crime.

**1-19 Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-20 Palm Beach County Inspector General:** The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

**1-21 Code of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

**1-22 Lobbying Prohibited:** Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer. Please refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information; <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

**1-23 Conflict of Interest:** The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers

must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

**1-24 Non-Collusion:** Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

**1-25 Cone of Silence:** The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm>  
Palm Beach County Registration Ordinance – Effective April 2, 2012 **TOWN OF PALM BEACH.**

**1-26 Public Records and Exemptions:** Upon receipt, all response submittals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Any firm that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the documents(s) in a separate bound document labeled “Name of Firm, Attachment to Proposal Package, RFP/RFQ# - Confidential Matter”. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Failure to provide this information at the time of submittal may result in a recommendation by the Purchasing Manager that the response is non-responsive.

Any claim of confidentiality on materials that the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, effective after opening.

Please be aware that submitting confidential material may impact full discussion of your submittal by the Selection Committee because the Selection Committee will be unable to talk about the details of the confidential material(s) at the public Selection Committee meeting. Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.”

**1-27 Public Record Laws:** In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Town Clerk, or designee**  
**Phone 561-838-5416**  
**Email [records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)**



## TOWN OF PALM BEACH

RFP No. 2017-16

### MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES

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#### PART II NATURE OF SERVICES TO BE PROVIDED

##### **2-1 INTRODUCTION**

The Town of Palm Beach was incorporated on April 17, 1911. After over 100 years of graceful evolution, Palm Beach today is a fully developed community, world-renowned for its beauty, quality of life and small-town character. It is home to “Captains of Industry” and the world famous Worth Avenue. Approximately 8,040 citizens make Palm Beach their year-round home, and about 20,000 more have a seasonal home in Palm Beach where they enjoy the winter months. Together, these residents of Palm Beach donate more money per capita to charities than any other community in America.

##### **2-2 BACKGROUND**

The only public marina on the island of Palm Beach, the Town Docks has been providing berthing for power and sail yachts up to 260’ in length since the 1940s. Just north of the Everglades Golf Course, the Town Docks has three fixed dock structures to accommodate yachts: the Brazilian, Australian and Peruvian Docks, that take their names from the adjacent streets, each with its own personality. The Australian Dock accommodates larger yachts, while the Brazilian Dock accommodates the more family-oriented vessels. The Peruvian Dock has stunning views of Lake Worth to the South.

The Town Docks are centrally located and only a short distance away from West Palm Beach, which has a multitude of fine restaurants, bars and shops. Our island location places you within walking distance of the world-famous Worth Avenue retail district, fine dining and other amenities. For those looking to leave their yacht and travel further afield, the marina is closely located to main transport links including I-95 and the Palm Beach International Airport, and railways to Delray Beach, Boca Raton, Fort Lauderdale and Miami and beyond.

To facilitate better understanding, please find the following exhibits attached hereto:

- Exhibit A – Sketch with existing and added Recorded Sovereignty Submerged Lands Lease
- Exhibit B – Town of Palm Beach Marina – Slip mix
- Exhibit C – 2017 Recreation Department Docks Study

Town Docks Services:

- Electricity 50amp, 100amp single phase & 100amp three phase 480V
- Fresh water
- Showers
- Sewage removal
- Telephone
- Cable TV

- Security cameras
- Complimentary Wi-Fi
- Captain's lounge

Slips are leased annually, seasonally, or daily. The main office is located at the Australian Docks, where registration takes place.

Annual dock revenue for FY2016 was \$3,578,728. The FY2017 revenue budget is \$3,655,600.

### **2.3 SCOPE OF SERVICES**

The Town of Palm Beach is requesting proposals from qualified consultants to develop a conceptual master plan for the Town Docks, facility amenities and adjacent parking lots.

The scope of the study should include, but not be limited to:

- A recommended dock configuration for a state of the art facility that would maximize and improve existing revenue without adding marina facilities.
- Estimated cost of construction for the recommended configuration, including buildings at the docks.
- Analysis of rate structure to maximize revenues
- A pro-forma income statement based on the master plan recommendations, including operating capital and debt service budget, compared to existing budgets.
- Estimated debt service to take into account current reserves allocated for the replacement of the docks.
- Possible sources of grant funding
- Parking alternatives based on the recommended dock(s) configuration(s).
- Dredging requirements and costs
- Recommendation for centralized trash and recycling facility
- Bulkhead inspection and recommendations
- Existing buildings inspection and recommendations
- Provision of wave attenuation alternatives
- Analysis and recommendations for possible expansion of the submerged land lease
- Assessment of current condition of the facilities with recommendation of the year(s) the project should be constructed, if applicable.
- If analysis reveals need, provide fortiming schedule for the replacement (i.e. all in one year, or spread out over a few years) of facilities.
- Provide a Depth Chart survey in the channel from the Lake Worth Inlet to the Town Docks including the submerged land lease area.
- Electric service recommendations for the different slip sizes.
- Provide public notification and conduct public meetings for the purpose of soliciting input from nearby residents and current dock patrons.

### **2.4 TOWN CONTRACT COORDINATOR**

A Town Contract Coordinator will be appointed by the Town. After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator. with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.



## TOWN OF PALM BEACH

RFP No. 2017-16

### MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES

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#### PART III

#### PROPOSAL REQUIREMENTS

##### **3-1 RULES FOR PROPOSAL**

Proposer shall submit **one (1) original and seven (7) copies** on 8 ½ " x 11" paper in a clear, concise format, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Proposer to this agreement.

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. The Town reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

##### **3-2 SUBMISSION OF PROPOSALS**

**An original (so marked) and seven (7) copies**, to include the following should be submitted for a proposing firm to be considered

**(TAB 1) Title Page:** This section should minimally show the "Request for Proposals" project title, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page should also include a complete listing of all companies, if any, that form the Applicant Firm team and their principals.

**(TAB 2) Table of Contents:** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

**(TAB 3) Transmittal/Introduction Letter:** A transmittal and introduction letter should be included introducing the Company with the corporate name (if applicable), address and telephone

number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable.

This letter will summarize in a brief and concise manner that the Proposer understands the scope of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one-hundred and eighty (180) days and a statement acknowledging receipt of each addendum issued by the Town, if any. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

**(TAB 4) Detailed Technical Proposal:** The detailed proposal should provide the information requested and address all of the points outlined in this Request for Proposal. The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal.

**(TAB 5) Financial Information:** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.

**(TAB 6) Variations/Exceptions:** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services, along with any exceptions or variations to any section of the proposal.

**(TAB 7) Litigation Statement:** A statement that no litigation or regulatory action has been filed against your firm in the last three (3) years should be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last five years.

**(TAB 8) Experience:** Provide a minimum of five (5) references, for which the Proposer has performed (or is currently performing) work, similar in nature and size, as the project described herein within the five (5) years prior to the RFP due date. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met. The proposal shall include information regarding past performance, including the total number of similar clients successfully served. Proposals will only be considered from experienced qualified firms. Provide information on proposed staffing levels and resumes of all persons who will be involved in the business and the actual operations. Letters of Commendations or

Recommendation may be included in this section.

**(TAB 9) Cost Detail.** Complete Proposal page and attach fee schedule for the services and any other documents as requested.

**(TAB 10) Forms:** Executed copies of the following: **Proposers Qualifications, Drug Free Workplace, References, Sub Consultant List.**

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following:

**RFP No. 2017-16 – MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES.**

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TOWN OF PALM BEACH

RFP No. 2017-16

MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES

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**PART IV**  
**EVALUATION OF PROPOSALS**

**1. EVALUATION AND AWARD**

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

**2. SELECTION PROCESS:**

2.1 Interested Applicant Firms shall submit their qualifications and any other information required herein to the Town on or before the date and the time specified. A Selection Committee, will convene, review and discuss all proposals submitted. The Purchasing Manager or its designee will chair the committee.

2.2 Proposer(s) selection and award of contract shall be done in accordance with the State of Florida), and Town policies and procedures. A Selection Committee will review the submittals and select qualified Applicant Firm(s) for the projects based on the selection criteria detailed below. The Applicant Firms will be ranked on their submittals and selection criteria.

2.3 A short list of finalists may be established based upon the written submissions. Interviews may be conducted with the finalists. These interviews of the finalists may be used to identify the top-rated Respondent(s) utilizing the same evaluation criteria as described below. The finalists may be required to present their qualifications to the Selection Committee. After the short-list meeting, short listed firms will be notified of the desired interview. A copy of the interview materials (hard-copy, DVD, CD or a combination of both) should be given to the Purchasing Manager at the meeting to retain in the Purchasing files.

2.4 The Town is not bound to accept any Submittal Package to the RFP or further proceed with the process if the Applicant Firms do not meet Town requirements and standards. Further, the Town reserves the right, at its sole discretion, to:

- Accept or reject any and all submittals, in whole or in part;
- Discuss different or additional terms to those included in this RFP or received in any response;
- Amend or modify any terms of this RFP;
- Reject this RFQ and issue a second RFP;

- Request clarification of the information submitted as part of the RFP; and/or
- Extend the date for receipt of RFP's.

**3. EVALUATION CRITERIA -**

The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria as specified, herein.

**4. FINAL SELECTION -** The Selection Committee will submit the recommended award to the highest ranked Proposers (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firms that meet the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will be initiated with the top ranked firms. If those negotiations are unsuccessful, the Town will formally terminate negotiations with that firm(s) and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firms, the remaining firms will be notified that the process has been completed and that they were not selected.

**5. CONTRACT -** The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

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**TOWN OF PALM BEACH**

**RFP No. 2017-16**

**MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES**

**PROPOSAL PAGE**

The undersigned Proposer hereby declares that:

1. This Proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Proposer has carefully and to his full satisfaction understands the Nature of Services, as well as all requirements of this Request for Proposals.

**REQUEST FOR PROPOSAL FOR MASTER PLAN FOR REPLACEMENT OF THE TOWN  
DOCKS AND ACCESSORY STRUCTURES  
COST PROPOSAL FORM**

This will be a firm; fixed price contract for the Scope of Work to be completed by Contractor as defined in this Request for Proposal consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Cost Proposal:

**COST FOR THE DEVELOPMENT OF THE MASTER PLAN** \$ \_\_\_\_\_

**Itemize what is included in the proposed cost:**

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**HOURLY RATE AND ADDITIONAL FEES FOR SERVICES AND ATTENDANCE AT PUBLIC MEETINGS, TOWN COUNCIL NOT INCLUDED IN THE SCOPE OF THE AGREEMENT, AS DEEMED NECESSARY** \$ \_\_\_\_\_

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The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer:

**\*SIGNATURE:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*Printed*

**Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

*Legally registered name*

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_ **Federal ID No:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**DUN Number:** \_\_\_\_\_

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***\*Failure to affix signature may result in disqualification of proposal.***

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Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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All proposals should be issued on the Town provided forms. Failure to do so may cause the proposal to be rejected. All blanks on the forms must be completed. Supplemental information may be attached to the forms.

The check list below is not meant to be all-inclusive of all items required; it is being provided to assist the proposer in verifying that the information requested is included.

Is a Title Page included?	Yes	No
Is a Table of Contents provided?	Yes	No
Transmittal/Introduction Letter submitted?	Yes	No
Technical Proposal portion?	Yes	No
Is Professional References form submitted?	Yes	No
Is Drug-Free Workplace Certification form submitted?	Yes	No
Are all proposal pages signed?	Yes	No
Are addenda acknowledged?	Yes	No
Have Variations/Exceptions been explained?	Yes	No
Has a Litigation Statement been submitted?	Yes	No
Has Financial Information been provided?	Yes	No
List of Proposed Subcontractors completed and submitted?	Yes	No



**TOWN OF PALM BEACH  
RFP No. 2017-16**

**MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES**

**PROPOSER'S QUALIFICATIONS**

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:  
\_\_\_\_\_

5. Name and Title of Principal Officers	Date Elected:
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: \_\_\_\_\_ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: \_\_\_\_\_ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name \_\_\_\_\_ Percentage of Interest: \_\_\_\_\_

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

**Note:** Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall app

**TOWN OF PALM BEACH  
RFP No. 2017-16**

**MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES**

**LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE**

The following is a list of at least **five** (5) current (within last two years) and pertinent professional references (preferably public entities) that the Town can contact in relation to Proposer's Proposals, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency		
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

2. Name and Address of Firm, City, County, or Agency		
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

3. Name and Address of Firm, City, County, or Agency		
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

4. Name and Address of Firm, City, County, or Agency		
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

5. Name and Address of Firm, City, County, or Agency		
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

Company Name: \_\_\_\_\_ Additional references may be provided by attachment.



**TOWN OF PALM BEACH  
RFP No. 2017-16**

**MASTER PLAN FOR THE TOWN DOCKS AND ACCESSORY STRUCTURES  
DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by \_\_\_\_\_ the  
(Individual's Name)***

\_\_\_\_\_ of \_\_\_\_\_  
**(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



**TOWN OF PALM BEACH**

**RFP No. 2017-16**

**EVALUATION CRITERIA**

<b>Criteria</b>	<b>Weight</b>
<p><b><u>Experience of Firm / Past Performance</u></b></p> <ul style="list-style-type: none"> <li>• Company Composition, Credentials, Competence, and Qualifications</li> <li>• Current Contracts</li> <li>• Completed Commercial and/or Governmental Contracts</li> <li>• Demonstrated public outreach for municipal governments</li> <li>• Demonstrated knowledge of alternative funding sources</li> <li>• Demonstrated capability of master plan project management and completion</li> <li>• Understanding and approach to address Town's needs</li> </ul>	25%
<p><b><u>Experience/Ability of Personnel</u></b></p> <ul style="list-style-type: none"> <li>• Organizational Chart</li> <li>• Operational Information</li> <li>• Management's Credentials</li> <li>• Credentials of Personnel to be Assigned to the Town</li> <li>• High quality level of services to be provided to Town</li> </ul>	25%
<p><b><u>Workload and Scheduling</u></b></p> <ul style="list-style-type: none"> <li>• Over-all workload of the company</li> <li>• Capacity: Schedule will accommodate this contract</li> </ul>	10%
<p><b><u>Detailed Technical Proposal</u></b></p>	10%
<p><b><u>Cost Consideration</u></b></p>	20%
<p><b><u>Financial/Other</u></b></p> <ul style="list-style-type: none"> <li>• Financial resources and capabilities</li> <li>• Evidence of insurance capability</li> <li>• Litigation or Dispute Status and Resolution</li> <li>• Lost Accounts and/or Cancelled Accounts</li> <li>• Contract Denial</li> <li>• Overall completeness, clarity and quality of proposal</li> </ul>	10%



TOWN OF PALM BEACH  
RFP No. 2017-16

**MASTER PLAN FOR THE TOWN DOCKS  
AND ACCESSORY STRUCTURES**

April 12, 2017

**Addendum No. 1**

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**This addendum shall modify and become a part of the original solicitation. The purpose of this addendum is to add a pre proposal conference and extend the due date.**

1. A Non Mandatory Pre-Proposal Conference will be held at 10:00 a.m., April 25, 2017, at the Town Docks, 500 Australian Avenue, Palm Beach, FL 33480. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.
2. The bid due date is being extended:

From: May 10, 2017, at 2:00 PM  
To: **May 17, 2017, at 2:00 PM**

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Any questions concerning this document should be addressed to the undersigned Purchasing Coordinator via facsimile to (561) 835-4688 or e-mail to: [jcmar@townofpalmbeach.com](mailto:jcmar@townofpalmbeach.com)

John Cmar  
Purchasing Coordinator

**All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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



TOWN OF PALM BEACH  
RFP No. 2017-16

**MASTER PLAN FOR THE TOWN DOCKS  
AND ACCESSORY STRUCTURES**

April 18, 2017

**Addendum No. 2**

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The bid due date remains on **May 17, 2017, at 2:00 PM.**

**Questions/Clarifications**

**Question 1:** What constitutes as sufficient information to provide for Tab 5 (Financial Information)?

**Answer 1:** The section outlining the Financial Information requested reads as follows:

**(TAB 5) Financial Information:** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.

Our Selection Committee needs to determine that the firm submitting a proposal for this project is financially stable and will have the business capability to perform the services requested. We request that you provide the Town with an explanation of that stability. Financial statements may be supplied as a part of your proposal.

**Question 2:** For RFP #2017-16 (*Master Plan for the Town Docks and Accessory Structures*), can you explain the difference in the list of references requested in Tab 8 and the References form in Tab 10? We don't want to provide redundant information.

**Answer 2:** PART III, Item Tab 8, requests a minimum of (5) references, for which the Proposer has performed (or is currently performing) work, similar in nature and size, as the project described herein within the five (5) years prior to the RFP due date. Tab 10, requests five (5) current (within two years) of professional, general business references.

**Question 3:** Tab 10 – Forms references completing a sub consultants list, however, there was not one provided with RFP. Can you please advise where I can obtain this form?

**Answer 3:** **Please see attached.**

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Any questions concerning this document should be addressed to the undersigned Purchasing Coordinator via facsimile to (561) 835-4688 or e-mail to: [jcmr@townofpalmbeach.com](mailto:jcmr@townofpalmbeach.com)

John Cmar  
Purchasing Coordinator

**All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.**

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City, State, and Zip Code:

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Print Name and Title:

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

Dean Mealy, II  
Purchasing Manager | Town of Palm Beach  
951 Okeechobee Road, Suite D  
West Palm Beach, FL 33401

**Status: Final**  
August 23, 2017

Dear Mr. Mealy:

**Reference # P12717.100.P2.Rev0**

**SUBJECT: Proposal for Master Plan for the Town Docks and Accessory Structures  
RFP No. 2017-16**

W.F. Baird & Associates Ltd. is pleased to submit this proposal to assist the Town of Palm Beach (Town) with developing a Master Plan for the Town Docks and Accessory Structures. This project is critical to the Town as it generates over \$3.5M in revenue each year. The marina is also a first welcoming point to the Town as residents and visitors cross the Royal Park Bridge.

## 1. Scope of Work

The following section outlines the proposed scope of work.

### 1.1. Project Initiation

Baird will meet with representatives of the Town and Marina Administration to confirm project objectives, scope of services, and project schedule. In addition to these administrative components, Baird will initiate discussions to develop specific program goals and objectives for both water and land-based facilities including dockage system improvements, renovation/restoration of accessory structures, bulkhead, and parking area improvements.

### 1.2. Public Meetings

Baird will hold two public meetings to solicit input from the public. The first meeting will be a general public meeting and will be held in mid-December. The second public meeting will be separated into two sessions and centered on two focus groups: nearby residents and marina patrons. This will be held shortly after the general public meeting to solicit very specific public feedback.

While we envision the first meeting will be more of an open house/listening session, we still anticipate providing some structure and initial guidance/depiction for residents to consider and provide comment through the form of a brief PowerPoint presentation. We will look to solicit feedback and have an open forum for exchange of ideas and general vision for the Town Docks.

The second set of meetings will delve deeper into specific items related to the two focus groups such as parking and amenities.

We will document and incorporate the comments and feedback from these meetings into the Master Plan.

We assume that the Town will take the lead in identifying and notifying Town residents and stakeholders, including publication of the meetings on the Town's website. We anticipate holding the meetings at Town Hall.

### 1.3. Town Council Meetings

Gordon Thomson will attend two Town Council meetings to present the draft Master Plan and the draft final Master Plan to the Town Council. The presentation will involve a brief PowerPoint presentation summarizing key elements of the Master Plan. Baird will coordinate with Town staff on the contents of the presentation prior to presentation to Town Council. Comments from Town Council Members, and any public comments provided at the Town Council meeting, will be incorporated into the Master Plan document.

### 1.4. Bathymetric Survey

Our team member, Sea Diversified, will conduct a single beam bathymetric survey to develop a depth chart. The survey will extend from 1,000 ft north of Royal Palm Bridge along the Intra Coastal Waterway (ICWW) to the "No Wake" sign south of the marina. Sea Diversified will also survey the footprint of the marina and the area to the south of the marina to facilitate an investigation of wave attenuation. The shaded area in the figure on the right shows the proposed survey area in the vicinity of the marina.



The survey will include key spot elevations in and around the dock structures where the survey boat cannot access due to berthed vessels. This will allow for an accurate continuation of the surveys within the dock areas without requiring relocation of the berthed vessels. A contour plot will be developed with one-foot contours for navigation purposes. We will identify any high areas that could limit access and determine the maximum vessel draft that can safely use the marina and different slips within the marina.

The survey will also include the seawall and building footprints.

The existing submerged land lease limits will be superimposed on a copy of the Depth Chart.

### 1.5. Bulkhead Inspection and Recommendation

Our team member, Raba Kistner Consulting Inc., will perform a bulkhead inspection. This will include documenting observed issues with the seawall, the severity of the issues, and developing recommendations and cost estimates for any repairs or replacement.

An underwater video survey will be performed to document conditions of the bulkhead below the waterline. This will be performed from land using a submersible video camera. Diving is not proposed within this scope.

## 1.6. Existing Building Inspection and Recommendation

Our team member, REG Architects, will inspect the existing buildings. Based on observations during the pre-proposal meeting, it is likely that the Master Plan will recommend that these buildings be removed and that new structures be constructed. The buildings were in a run-down condition, and this effort provides an opportunity to provide equipment and storage space better suited to the needs of the marina. We will take the opportunity during the inspection to fully understand the needs of the marina. We are aware that the police have an office at the Brazilian Dock office, while Mike Horn's office is located on the second floor at the Australian Dock. The building at the Peruvian Dock houses electrical equipment on one half and provides limited storage in the other half. However, we estimate that expanding the electrical supply may require additional electrical utility space.

A preliminary statement of probable square foot construction costs will be provided. The preparation of detailed design including floor plans, elevations, perspectives, material selection, etc. will be provided in future design phases of the project.

## 1.7. Rate Structure and Revenue Maximization

We propose to perform a market study where we consider the depths of the market for three types of customers: the live-aboard boater; the long-term dockage customer; and the transient market. We will consider the competition and specific needs in the way of utilities and amenities. This information will be used to determine a recommended number and type of slips to accommodate the market. This will feed into the design and drive the layout of the marina in order to maximize revenue and minimize costs.

Draft alternatives will be evaluated using MMS' site-specific, five-year financial model. The model is a detailed five-year projection of the monthly cash flow from operations for each profit center modeled. The financial model will account for various items such as: number of slips, length of slip, type of vessel, seasonality of use, seasonality of rates, expected visit duration, number of days a boat is used per boating season, inflation, percent of credit card discount applied to the sale, days and hours of operation, employee costs, marina operation costs, etc.

Once the model is prepared for the Town of Palm Beach Marina, we will model the three dock layout alternatives to determine whether additional elements will be cost effective.

## 1.8. Dock Configuration Concept Alternatives

Baird will prepare three preliminary conceptual alternatives for the Town Docks based upon survey results, public participation, and technical analysis described. Alternatives will include a conceptual plan view, sections, and details. Each alternative will be accompanied by corresponding comments discussing advantages, challenges, and opportunities.

The objectives of these conceptual alternatives will be to explore, evaluate, and compare a range of possible concepts that are consistent with the new program, site conditions, and the technical analysis.

We will also consider expanding the sovereign submerged lands lease to the north with the potential to add another dock. The cost for developing this lease is not included in this scope of work because it's not known whether it's needed at this time. However, we will develop and provide the coordinates of the sovereign submerged lands lease boundary.

Baird will also consider both fixed and floating dock options.

### 1.9. Electrical Service

Many of the slips have 100 amp electrical service only, and this is one of the elements limiting the Town from charging premium rates, especially given its exclusive location. We will determine the electrical needs for the entire marina based on the selected mixture of slips in the final design. We can provide a cost estimate to provide electrical service and an estimate of the rate structure that can be charged to provide this service.

The actual design of the electrical system is beyond the scope of the Master Plan and will be developed during the next phase.

### 1.10. Parking Alternatives

Parking is one of the primary challenges at the Town of Palm Beach Marina. There are three separate parking lots servicing each of the docks. While small changes to the parking lot layouts may be allowed, there is a “green space” ordinance that directs that there should be no net change in “green space”. The grassy areas surrounding the marina and between the parking lots is a Town park, and converting this to parking is unlikely to be well received. Any change in net space would have to be approved by Town Council and undergo hearings.

Baird will analyze the existing parking lot layout and provide recommendations on potential alterations to increase the number of parking spots. We will also provide recommendations to restrict parking to marina lessees without marina staff having to police the parking lots.

### 1.11. Wi-Fi Service

Internet access today is no longer a nice-to-have, it is a must-have. Clients consider internet access when making reservation decisions, whether it is a hotel or marina, and they expect a reliable service. The Baird team will provide guidance for installing a Wi-Fi service, including the approximate installation cost. However, this proposal does not include the cost to develop the technical components and specifications for installing such a system.

### 1.12. Marina Security

When a yacht is moored in the Town of Palm Beach Marina, it is in the care, custody, and control of the marina’s management. Management has the obligation to assure that the marina has taken the necessary precautions that a yacht staying in the marina is protected. Marinas located within a designated commercial port, on commercially navigable waters, or accommodate SOLAS yachts require a government approved security plan and must also comply with MARSEC levels of security. We will research to see if the Town’s docks fall under this requirement, and if so, address security measures to assure compliance with the United States Coast Guard requirements.

### 1.13. Centralized Trash and Recycling

We will review trash and recycling collection procedures and provide recommendations on how to more conveniently and aesthetically provide trash services. Relocating the oil and trash disposal will also be considered when optimizing the parking lot layout.

### 1.14. Dredging

We will determine if dredging is required to facilitate the selected designs. We will then determine the approximate quantity of material that will need to be dredged based on the required depth and bathymetric

survey. The scope does not include determination of the type of material that may needed to be dredged (Silt/clay, sand, or rock). This will need to be determined using jet probes during the engineering and design phase. However, we will attempt to determine a range of cost depending on material type. The type of material will also affect the mechanism to dispose of the dredged material. Sand and rock could be used to construct wetlands or fill in deeper, hypoxic sections within the ICWW. Siltier material will have to be discharged into a confined disposal area.

The Master Plan level work proposed in this effort does not include engaging the various regulatory agencies. This will be performed in the engineering and design phase. However, we will provide insight into likely concerns and attempt to locate readily available information that could inform decisions, such as Palm Beach County's seagrass survey maps.

### 1.15. Wave Attenuation Alternatives

Wave forces can exert significant loads on moored vessels that transfer into the dockage system and on wave attenuators and their anchoring systems. We will consider wave conditions generated by annual storms and recreational/commercial vessel traffic.

We will discuss various wave attenuation options and provide advantages and disadvantages of each for consideration by the Town. This includes shifting the 'no wake' zone further south, using the constructed docks as wave attenuators, or constructing breakwaters (islands or pile structures) to the south to break the waves prior to them reaching the marina.

### 1.16. Water Levels

We will develop an estimate of the return period for various water levels at the marina. This will be used to inform the design of the alternatives. We propose to use existing data for this effort. We will then make a recommendation as to whether additional storm surge modeling is needed within the engineering and design phase.

### 1.17. Hydrodynamics

Tidal flows through the marina can affect water quality, sediment erosion/deposition, dredging impacts, floating debris accumulation, scour potential, and navigation. We will evaluate whether flows (mostly tidally driven at the site) could impact project design. A specific hydrodynamic analysis will not be performed as part of the master planning phase. However, Baird will provide a recommendation as to whether detailed hydrodynamic studies would be necessary within the engineering and design phase.

### 1.18. Construction Staging and Timing

The marina is an important revenue generator for the Town. Any marina upgrades should minimize disruption to your clients. Therefore, it is preferable that sections of the marina remain open during rehabilitation efforts. Staging construction to facilitate ongoing operation of the marina will require planning.

It is difficult to predict the timeline for construction at this point without knowing if a similar layout will be retained, whether a new dock may be added, or whether dredging will be required. The current dock is a pile supported fixed dock with concrete beams between the piles. Thus, removal of the existing structure could be complex and time consuming. However, we will not compromise developing a state-of-the-art design for the marina due to the complexity and timeline required to demolish the existing structure. We will base the design on optimizing future revenue for the Town and providing the best possible experience and services for the marina patrons.

We will develop an approximate timeline and construction staging plan for the preferred design. This will be discussed with marina staff to determine how we can best limit disruption to live-aboards. Ideally, we will schedule work to occur in the summer months and outside of the busier winter season. This is preferable for both the construction contractor and marina patrons.

We will consider how the new layout could be used to temporarily berth vessels even if the layout is sub-optimal initially (for example, having two 60-foot vessels in a 140-foot slip). We will also consider whether temporary dock space could be provided without full utilities. A discussion of staging and construction timeline will be presented in the Master Plan.

### 1.19. Estimated Construction Cost

Baird will develop a Master Plan level construction cost estimate that the Town can use for financial planning purposes. This includes a timeline for construction and capital outlay.

We expect that the cost breakdown will include the following elements: piles, dock structure, utilities (further sub-divided into electrical, water, sewer), buildings, bulkhead repair, wave attenuation/breakwaters, dredging (further subdivided into mobilization, dredging, disposal, and monitoring), general civil engineering (parking lot), services (Wi-Fi, security system, parking access control), permitting, engineering and design (PED), and construction oversight.

We will also consider the cost to replace the buildings. REG Architects will develop a cost estimate based on the square footage of the structures once a final concept has been developed.

### 1.20. Grant Funding

There are several organizations that could provide financial assistance for upgrades to the Town of Palm Beach Marina. A variety of grant programs, each with their own specific selection criteria, are available for potential applicants for marina improvement projects. These include programs such as the Florida Inland Navigation District's (FIND) Waterway Assistance Program and Cooperative Assistance Programs, which can be used to fund waterway related projects on natural navigable within its district, including the waters of Lake Worth. Indeed, FIND provided financial assistance to the 1993 and 1997 dock rehabilitation efforts, as promulgated by the plaques on the Australian Dock building.

Other potential boating facility grant programs are available from the Florida Fish and Wildlife Conservation Commission (FWC) such as the Florida Boating Improvement Program and the Boating Infrastructure Grant Program. In addition, the Lake Worth Lagoon Initiative offers a grant program for projects that support improvements to the Lake Worth Lagoon and could be utilized if the project includes environmentally sensitive components, such as beneficial use of dredged material and living shorelines.

The South Florida Water Management District (SFWMD) provides grants and funding for restoration projects. Thus, SFWMD may be interested in cost sharing of a beneficial disposal project. This could be either for the wave attenuation island south of the marina or other projects that they may be considering within the ICWW.

Baird will contact these various agencies and summarize the conversations and possibility of grant funding for the dock replacement.

### 1.21. Operating Capital and Debt Servicing

MMS financial develops a five-year forecast of revenue and expenses (excluding construction costs) based on monthly inputs. This will be used to evaluate revenue stream integrated with the construction staging. We will

evaluate the three alternatives based on the availability and mixture of slips. Once the construction cost is approximately known along with the timing (multi-year construction expense), then we can determine the timing of borrowing. This can also consider funding available from other sources such as FIND or SFWMD, as discussed in the grant funding section of this proposal.

The revised construction cost and revenue stream will be compared to the Town's current debt service expectations.

## 2. Deliverables

Baird anticipates providing the Town with Master Plan Report. The report is expected to contain the following key elements:

- Discussion of marina history and project goals
- Key elements considered in the design, including public and Town comments
- Summary of market research
- Summary of bathymetric survey
- Three potential marina layouts, their associated revenue, and expected construction costs
- Recommendations on next steps
- Appendices discussing project details and detailed reports including:
  - Summary of Public Meetings and Comments
  - Financial Model Report
  - Bathymetric and Topographic Survey Report
  - Bulkhead Inspection Report
  - Existing Structure Use and Condition Report
  - Field notes, photos, and a letter report from the preliminary evaluation of dockage area, accessory marina buildings, parking areas, and the bulkhead

The draft Master Plan will be provided in PDF and MS Word format so that the Town can provide comments. These comments will be incorporated into the Final Master Plan Document within three weeks of the receipt of final comments. Two hard copies and a PDF copy of the Final Master Plan will be provided to the Town.

Baird will perform a site visit and meet with the Dockmaster to discuss marina operations. REG Architects will attend this meeting to inspect the buildings and understand the needs of the marina.

Baird will prepare for and lead the public meetings to obtain feedback from the Town residents. Our MMS and REG team members will attend the first public meeting.

## 3. Schedule

Our proposed schedule is summarized in Table 1. Per our meeting on August 21, the intent is to submit the proposal to Town Council for inclusion on the September 12, 2017 agenda. For the purposes of this schedule, we have assumed a Notice to Proceed date of September 25, 2017. We have also assumed that products must be provided two weeks in advance of the Town Council meetings.

**Table 1: Project Schedule**

<b>Item</b>	<b>Needed Duration (days)</b>	<b>Expected Start date</b>	<b>Complete by Date</b>
Notice to Proceed	1	9/25/2017	-
Kick-off Meeting	1	9/25/2017	9/29/2017
Bathymetric Survey (2 days of field work)	14	10/2/2017	10/27/2017
Bulkhead Inspection (1 day of field work)	14	10/2/2017	10/27/2017
Market Analysis	42	10/2/2017	11/13/2017
First Public Meeting	1	12/11/2017	12/15/2017
Second Public Meeting (Focus Group)	1	12/14/2017	12/20/2017
Layout Alternatives	28	12/20/2017	1/17/2018
Grant Funding	21	12/15/2017	1/23/2018
Construction Costs	14	1/9/2018	1/23/2018
Draft Report	21	12/15/2017	1/30/2018
First Town Council Meeting	1	2/13/2018	-
Final Report	7	2/16/2018	2/27/2018
Second Town Council Meeting	1	3/13/2018	-

#### 4. Proposal Cost

Baird proposes to perform this work for a lump sum, guaranteed maximum price of one hundred and nine thousand, nine hundred and ninety-six dollars (\$109,996.00). While this is proposed as a lump sum cost, a breakdown of hours, rates, and subconsultant costs used to develop this estimate is attached.

Best regards,



**Gordon Thomson, PE, D.CE** | Senior Coastal Engineer  
 Baird & Associates  
 E: gthomson@baird.com  
 M: 561.400.7820

cc: Lars Barber  
 Jeff Bellile



102 NE Second St. #268  
Boca Raton, Florida 33432 USA  
Telephone (561) 338-5800, Fax (561) 338-5280  
E-mail [dennis@marinamanagement.com](mailto:dennis@marinamanagement.com)  
Website [www.marinamanagement.com](http://www.marinamanagement.com)

August 23, 2017

Sent via e-mail to: Gordon Thomson <[gthomson@baird.com](mailto:gthomson@baird.com)>

Mr. Gordon Thomson, P.E.\*, D.CE | Senior Engineer  
W.F. Baird & Associates Ltd  
5014 NW 24th Circle  
Boca Raton, FL USA 33431

Ref: Palm Beach City Docks

Dear Gordon:

The following is a broad description of the services we propose to perform for this engagement.

MMS will conduct a site specific in depth market study where we consider the depths of the market for three types of customers: the live aboard boater; the long-term dockage customer; and the transient market. We will also consider the competition and the specific needs of the target market in the way of utilities and other amenities. This information will be used to determine a recommended number and type of slips to accommodate the market. This will also feed into the design and drive the layout of the marina in order to maximize revenue and minimize operating costs.

Upon completion of the market study and in consultation with other team members MMS will prepare its proprietary detailed site specific five-year financial model. The model simulates the actual operation of the marina based on the findings in the market study and the constraints of the property as provided by other team members. This detailed five-year projection of the monthly cash flow from operations for each profit center modeled may be used by the client as the initial startup budget. The financial model will account for various items such as: number of slips, length of slip, type of vessel, seasonality of use, seasonality of rates, expected visit duration, number of days a boat is used per boating season, inflation, percent of credit card discount applied to the sale, days and hours of operation, employee costs, marina operation costs, etc.

Once the model is developed for the Town of Palm Beach Marina, MMS will model the three dock layout alternatives to determine whether additional elements will be cost effective.

In addition to the above scope of work an MMS representative will be available if requested to attend a total of three public or council meetings presenting our findings.

The cost to provide the above scope of work is \$19,750 plus expenses and takes about eight weeks to complete depending upon other commitments. Based on recent negotiations with the Town MMS has agreed to reduce its total cost to \$18,550 including expenses.

August 23, 2017

If you have any questions please do not hesitate to contact me. Thank you for this opportunity and we look forward to working with you and the rest of the team.

Sincerely,

A handwritten signature in blue ink, appearing to read "D.P. Kissman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dennis P. Kissman  
President



## Sea Diversified, Inc.

21 N.W. 2<sup>nd</sup> Street  
Delray Beach, Florida 33444  
Phone: 561-243-4920  
Facsimile: 561-243-4957

1900 S. Harbor City Blvd, Ste 110  
Melbourne, Florida 32901  
Phone: 321-984-7268  
Facsimile: 321-984-7270

August 22, 2017

Mr. Gordon Thomson, P.E., D.CE  
Baird  
5014 NW 24th Circle  
Boca Raton, Florida

*Sent via electronic mail 08/23/17  
(GThomson@Baird.com)*

**Re: Proposal / Agreement for Professional Services  
Master Plan for the Town Docks and Accessory Structures  
Bathymetric Surveys of Palm Beach Town Docks  
Town of Palm Beach, Florida  
Sea Diversified P.N. 17-2570**

Dear Mr. Thomson:

In accordance with your request, Sea Diversified, Inc. (SDI) is pleased to provide the following proposal for professional services pertaining to the referenced project. The scope of work shall include a hydrographic (bathymetric) survey of the Town of Palm Beach Town Docks, including the submerged land lease area, and a portion of the Intracoastal Waterway (ICWW) in Palm Beach, Florida. The scope of survey work will specifically include the following:

**General:**

SDI shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Standards of Practice (Standards) set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**Horizontal and Vertical Data:**

Horizontal Data: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum, 1983 (NAD83)

Vertical Datum: Feet, relative to the North American Vertical Datum of 1988 (NAVD88)

**Horizontal / Vertical Control Verification**

SDI will conduct an initial site reconnaissance to identify and mark all necessary horizontal and vertical control needed for the survey. Prior to data collection efforts, survey control will be recovered and verified using either conventional methods or Real-time Kinematic Differential Global Positioning techniques, whichever methodology is deemed most practical.

**Bathymetric Surveys:**

The bathymetric surveys shall be conducted using an automated hydrographic system comprised of a survey launch equipped with a marine grade, single-beam sounder, differential global positioning system and computer-based navigation / data collection system. A differential GPS system shall be used for vessel positioning and navigation. A survey grade sounder will include a 200-kHz narrow beam (3") transducer. This system, when calibrated to manufacturer's specifications, will yield accuracies of 1 cm plus 0.10% of the water depth when corrected for velocity. The sounder shall be calibrated via bar checks at the beginning of each survey day.



# REG ARCHITECTS, INC.

ARCHITECTURE \* INTERIOR DESIGN \* PLANNING

May 15, 2017/ Revised Aug. 23, 2017

Gordon Thomson, P.E., D.CE  
Baird Engineering  
5014 NW 24<sup>th</sup> Circoled  
Boca Raton, FL 33431

Via e-mail: [gthomson@baird.com](mailto:gthomson@baird.com)

RE: **Task # I. Master Plan for Town Docks – Architectural Component for Accessory Structures** **PO #2038**

Dear Mr. Thomson:

Thank you for allowing **REG Architects, Inc.** the opportunity to submit this proposal to provide you with Preliminary Master Plan services for the above referenced project. Services will be rendered lump sum and will be billed on a monthly progress (plus reimbursable expenses if applicable). The Scope of work and fees are as follows:

Task I. Feasibility/Analysis Study to Determine the Scope of Work:

1. Evaluation of Existing Accessory Structures
2. Programming/ Meeting with Officials
3. Code Research/Analysis
4. 3D Conceptual Renderings for Buildings only

Fee.....**\$9, 500.00**

Please note: If additional services are requested, fees will be based on the Hourly rates attached.

**Exclusions:**

Schematic Design, Design Development, Construction Documents, Construction Administration, Marketing Material, Existing Facility As-Built, Surveys, Geotechnical Reports, Environmental Reports, Traffic Studies, Civil Engineering, Landscape Design, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Fire Protection Design, Building Information Modeling (BIM), Energy Modeling, Historic Preservation, Sustainable Design (LEED or other “green” certification), Low Voltage System Design (Audio/Visual, Telecommunications/Data), Lighting Design, Acoustical Design, Security Design, Food Service Design, Pool/Fountain Design, Interior Design/Decorating, As-Constructed Record Drawings, Detailed Cost Estimating, On-Site Project Representation, System Commissioning, Field Testing, and Special Inspections.

300 Clematis Street, 3rd Floor, West Palm Beach, FL 33401

Phone: (561) 659-2383 • Fax: (561) 659-5546

[www.regarchitects.com](http://www.regarchitects.com) AA 0002447



EST. 1988

Please note, the items listed above are an overview of the proposal services and fees that we will provide. Please be advised that this proposal becomes null and void if not signed within 90 days

(Sept. 23, 2017). If the project is put on hold at any time for more than 60 days, additional fees (restart) will be required. If this is acceptable to you, please sign below and return to our office.

We look forward to assisting you with this project.

Sincerely,  
REG ARCHITECTS, INC.

ACCEPTED THIS \_\_\_\_\_ OF \_\_\_\_\_, 2017



Colin Price  
Vice President

BY: \_\_\_\_\_  
Authorized Client Representative/Owner

cc: Rick Gonzalez, AIA, President, REG

enclosures: Exhibit "A" - Hourly Rates

VD/dh



**Exhibit "A"**

**HOURLY RATE SHEET**

**SUBJECT:** HOURLY RATES FOR PROFESSIONAL SERVICES AS MAY BE REQUIRED  
**FROM:** RICK GONZALEZ, AIA, PRESIDENT, REG ARCHITECTS, INC.  
**DATE:** 2017

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**A. HOURLY RATES:**

Hourly rates for professional services shall be as follows:

	<b>Standard (Private)</b>	<b>Government Rates</b>
Expert Witness	\$300.00	\$250.00
Principal	\$250.00	\$180.00
Registered Architects	\$175.00	\$140.00
Project Managers	\$150.00	\$125.00
Interior Design Principal	\$150.00	\$125.00
Staff Interior Design	\$125.00	\$ 90.00
Construction Administration	\$100.00	\$ 85.00
CADD Production	\$ 85.00	\$ 75.00
Support Staff	\$ 65.00	\$ 60.00

**B. FIXED FEE RATES:**

Can be quoted when projects scope and budget are clearly defined and finalized.

**Town of Palm Beach  
Master Plan for the Town Docks and Accessory Structures**

**Proposal for Services provided to Baird, Inc**

**Introduction and Objective**

This proposal is provided to Baird, Inc (Baird) by Raba Kistner, Inc (RK) for services to support the Master Plan for the Town Docks and Accessory Structures Project awarded to Baird by the Town of Palm Beach. Objective of this proposal is to provide supporting services to the Baird project team. Services are outlined in the following tasks.

**Task 1 - Bulkhead Inspection and Recommendations**

The purpose of this task to conduct a master plan level bulkhead inspection and provide recommendations for the bulkheads repair and/or replacement. The work includes an onsite inspection of visible wall structural components and a summary report of the findings of the inspection. It is assumed that services are limited to inspection of topside components only and no excavation and no underwater inspection will be conducted.

**Task 2 – Miscellaneous Services**

This task includes miscellaneous professional services to support the Baird team in the development of the Town Docks Master Plan. The work assumed to be included in this task includes review and comment on dock configuration concept alternatives, dredging, and construction cost estimates. This task also includes a master plan level effort to identify and summarize potential grant funding opportunities for future project funding.

**Task 3 – Meetings and Coordination**

This task includes all meetings and project management coordination required to support the Baird team for the Town Docks Master Plan project. Work under this task includes participation in a project kick off meeting and up to two (2) public meetings.

Total project cost for the services detailed above: \$6,270

**W.F. Baird & Associates**

**COST PROPOSAL**

**PROJECT NAME: Town of Palm Beach: Master Plan for Town Docks and Accessory Structures**

PROJECT NUMBER: P12717.100

REVISION NUMBER: V2

DATE: August 22, 2017

BASE SCOPE OF WORK US Hourly Rate 2017 US \$	Principal	Senior Prof III	Senior Prof. II	Senior Prof. I	Staff Prof II	Staff Prof I	Support Staff	Labor Subtotals	Sub- Consultant	Travel Cost	Task Subtotals
	\$238	\$220	\$207	\$179	\$139	\$120	\$86				
Project Initiation		4						\$880	\$660		\$1,540
Project Management & Coordination		8						\$1,760	\$660		\$2,420
Kick-off meeting		2						\$440	\$330		\$770
Town Council Meetings (2)		6						\$1,320			\$1,320
Public Meetings (2)	12	12				4		\$5,976	\$660		\$6,636
Bathymetric Surveys		2						\$440	\$9,850		\$10,290
Bulkhead Inspection and Recommendation		8					2	\$2,000	\$1,980		\$3,980
Existing Building Inspection & Recommendation		2						\$440	\$9,500		\$9,940
Rate Structure and Revenue Maximization		4	8					\$2,536	\$18,550		\$21,086
Dock Configuration Concept Alternatives	4	2			20	10		\$5,372	\$330		\$5,702
Sovereign Submerged Lands Lease		1			2	2		\$738			\$738
Electrical Service		1			1			\$359			\$359
Parking Alternatives	2	1			2	8		\$1,934			\$1,934
Wi-Fi Service		1			1			\$359			\$359
Marina Security		1			1			\$359			\$359
Centralized Trash and Recycling		1						\$220			\$220
Dredging		8			8	16		\$4,792	\$330		\$5,122
Wave Attenuation Alternatives		8		4	8	8		\$4,548			\$4,548
Water Levels		1		8	1			\$1,791			\$1,791
Hydrodynamics		2		8				\$1,872			\$1,872
Construction Staging and Timing	2	8	4		4			\$3,620			\$3,620
Estimated Construction Cost	4	4			12	4		\$3,980	\$660		\$4,640
Grant Funding		4						\$880	\$660		\$1,540
Operating Capital and Debt Servicing	2	8	2		4			\$3,206			\$3,206
Draft Report	8	36			12			\$11,836			\$11,836
Final Report	4	8			8			\$4,168			\$4,168
<b>Total Hours</b>	<b>38</b>	<b>143</b>	<b>14</b>	<b>20</b>	<b>84</b>	<b>54</b>	<b>8</b>				
<b>Total Cost (\$)</b>	<b>\$9,044</b>	<b>\$31,460</b>	<b>\$2,898</b>	<b>\$3,580</b>	<b>\$11,676</b>	<b>\$6,480</b>	<b>\$688</b>	<b>\$65,826</b>	<b>\$44,170</b>	<b>\$ -</b>	<b>\$109,996</b>

Version 1.40

Total