

REQUEST FOR PROPOSALS

CONSULTANT SERVICES

For a

FEASIBILITY STUDY/DEVELOPMENT PLAN

For the

LAZARETTO BUILDING AND PROPERTY

Located in

TINICUM TOWNSHIP, DELAWARE COUNTY, PA

APRIL 2007

HERBERT E. MacCOMBIE, JR., P.E.
Consulting Engineers & Surveyors, Inc.
Broomall, PA

INVITATION FOR BIDS

Sealed proposals will be received by The Township of Tinicum, Delaware County, at the Tinicum Township Memorial Building, 629 N. Governor Printz Boulevard, Essington, PA 19029-1119 until 2:00 PM (prevailing time) **Monday, May 21, 2007** for Professional Services. The Project entails the completion of a feasibility study to determine the most appropriate uses of the main building, surrounding property, marina and sea plane base facilities, ownership options and realistic financial strategies for the protection, restoration and redevelopment of the historic Lazaretto site. All bids received will be publicly read aloud by the Township at 7:00 PM (prevailing time) on May 21, 2007 at the Township Building.

Copies of the Request for Proposals will be available at the Township Building during regular business hours, Monday through Friday, between the hours of 9:00 AM to 4:00 PM.

The Proposals must be in the form provided by the Township and sealed in an envelope marked with **“Request for Proposal – Consulting Services for the Feasibility Study for the Lazaretto Building and Property”**.

This project is funded in part by grants from Pennsylvania DEP – PA Coastal Zone Management Program, The National Oceanic and Atmospheric Administration, US Department of Commerce and the Delaware County Renaissance Program. As such, the successful bidder will be subject to the terms and conditions of the grant contracts attached to the Requests for Proposals.

No bidder may withdraw their bid within sixty (60) days after the date set for receiving and opening bids.

Tinicum Township reserves the right to accept and/or reject any or all bids or parts thereof for any causes whatsoever, and to waive any informalities in the bids as they deem necessary for the best interests of the Township.

By order of Tinicum Township, Delaware County,
Board of Commissioners,

Jean McCoy, Secretary

TABLE OF CONTENTS

Section 100	Request for Proposals Scope of Work	100-1 to 3
Section 200	Information to Bidders	200-1 to 5
Section 300	General Conditions	300-1 to 4
Section 400	Forms of Proposal	400-1 to 2
Appendix A	Location Plan	
Appendix B	PADEP/NOAA Grant Provisions	
Appendix C	Delaware County Renaissance Grant	

SECTION 100
REQUEST FOR PROPOSALS
FEASIBILITY STUDY
LAZARETTO PROPERTY

A. Introduction

Tinicum Township is seeking the services of a qualified consulting firm to perform a feasibility study of the Historic Lazaretto Property to determine the most appropriate uses of the main building, surrounding property, marina and sea plane base facilities, ownership options and realistic financial strategies for the protection, restoration and redevelopment of the site

B. Background

Property Description – The Lazaretto site (the “Property”) is situated on the Delaware Riverfront, at the end of Wanamaker Avenue on East 2nd Street, Tinicum Township. The Property consists of a total of ten (10) acres, which is owned by the Township. The Lazaretto Building, out buildings, marina area and sea plane base occupy approximately 4.7 acres, including submerged lands. There is approximately 5.3 acres of the site currently being developed to support the Tinicum Fire Company and Evacuation Center, which directly abuts 2nd Street. (Photographic views of the Property can be viewed at: www.bobw.com/waterfront/)

The Lazaretto Building is a building of historic significance. It was built in 1799 as the quarantine station for the City of Philadelphia. The Lazaretto is listed on the National Register of Historic Places, and is believed to be the earliest, and sole surviving example of its type – that is, a quarantine station built in the era before the Federal government took responsibility for immigration procedures – in the United States.

The Lazaretto is a 3-1/2 story central block structure, flanked on each side by long 2-1/2 story wings. The building is a heavy-timber and brick construction, in a simple Georgian style. It possesses high architectural integrity, and is believed to be in structurally stable condition.

The river frontage consists of approximately 4 acres of open space, an inactive marina and sea plane base building with access to the Delaware River. The Township is currently formulating a rezoning and redevelopment plan for its waterfront district. The inland side of the Property will contain the Firehouse and Evacuation Center.

The entire Property is currently Zoned “L” – Industrial. The Lazaretto building is vacant. It was “mothballed” in 2006 in accordance with Preservation Brief #31 issued by the U.S. Department of the Interior, National Park Service. The marina is also inactive. The sea plane base is operational.

C. Scope of Work and Project Goals

The project is a feasibility study to determine the most appropriate property uses, building uses and realistic financial strategies for the protection, restoration and redevelopment of the remaining portion of the Lazaretto site.

Respondents to this RFP should consider these factors:

- The preservation and restoration of the Historic Lazaretto is an essential goal, and the recommended uses of the Lazaretto must respect its historic significance.
- The ultimate ownership/operation of the buildings and marina may be public, private or a public/private partnership. Some level of public access and enjoyment of the Property is desirable.
- Certain non-historic areas of the remaining Property might be developed for new uses. There may be mixed uses on the Property.
- The Property's waterfront is an asset to be enhanced, and is a keystone to the Township's waterfront. The proposed uses of the remaining Property should be consistent with rezoning and redevelopment goals of a waterfront plan currently being formulated by the Township.
- The recommendations of the feasibility study must be practical and realistic, both economically and politically. At the same time, creative approaches to achieve project goals are encouraged.
- This project is funded in part by grants from Pennsylvania DEP – PA Coastal Zone Management Program, The National Oceanic and Atmospheric Administration, US Department of Commerce and the Delaware County Renaissance Program. As such, the successful bidder will be subject to the terms and conditions of the grant contracts attached to the Requests for Proposals.

D. Phases of Work

It is envisioned that this Project will have two (2) Phases.

Phase 1

Phase 1 will result in at least three (3) feasible property use and development options, which meet the Project goals. These recommendations should include probable costs of undertaking each option and an assessment of the challenges and benefits of each option. The Project consultants will assist the Township in the selection of the preferred option, as requested.

Phases of Work (con't)

Phase 2

Phase 2 will result in more detailed and refined information for the implementation of the preferred option. Among the recommendations and proposed implementation strategies will be:

- Preferred property use(s) and the approvals – e.g., zoning – and conditions necessary to allow those uses. The recommendations for the preferred property use(s) will be supplemented by market data or reports, or any other relevant information and research, which supports the economic viability of, and market demand, and political and public support for the preferred use(s).
- Identification of the beneficial property ownership/lease scenario(s), including any public/private partnerships.
- Identification of the public benefits.
- Identification of any tax benefits to potential property investors.
- Economic and cost analysis of implementing the preferred option, including capital site improvements; maintenance, operating and carrying costs of the property for the proposed use(s); remediation of any hazardous environmental site conditions; compliance with any applicable local, state or federal codes; and income projections for any proposed lease or rental uses of the property.

SECTION 200
INFORMATION TO BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

TINICUM TOWNSHIP, hereinafter called owner, invites proposals in the annexed form. Proposals must reach the Tinicum Township Municipal Building at 629 N. Governor Printz Blvd, Essington Pennsylvania 19029 at the given time in the Invitation to Bid, at which time they will be publicly opened and read aloud. Each bid must be contained in a sealed envelope, addressed to TINICUM TOWNSHIP and conspicuously endorsed with the name of the Proposal.

2. PAPERS ACCOMPANYING PROPOSALS

Each proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal.

Qualification Statement

- (a) All respondents must address all of the items listed in the Scope of Work. The length of the qualification statement shall not exceed 25 pages including appendices and attachments. Submissions in excess of 25 pages will not be considered. Additionally, submissions will not be reviewed unless they contain all of the informational items and are received prior to the submission deadline. The purpose of this RFP is to obtain concise information regarding the respondent's ability to conduct a comprehensive analysis of the potential development and use options at the Lazaretto Property.
- (b) A cover letter shall be included with each copy of the Qualifications Statement. The cover letter shall confirm that the respondent is willing and able to commit all necessary resources and staff as proposed. The cover letter must be signed by an officer of the parent company or lead firm submitting the Qualification's Statement.
- (c) To be considered a qualified consultant the respondent must demonstrate that his/her organization has the necessary experience, skill and financial resources to undertake and successfully complete the work services and work required. The following specific information is required of each respondent:
 - 1. Name, address and telephone number of the respondent
 - 2. Identification of the principal contact person
 - 3. The type of organization (corporation, partnership, joint venture, etc.) including a list of participants and an organizational chart

Qualification statement (con't)

4. If the respondent is a subsidiary of another firm, the above information must be included for the parent company, along with a letter signed by an officer of the parent company supporting the subsidiary submission.
5. If the respondent is organized as a joint venture or partnership, the relationship and responsibilities of the parties must be identified and explained, and shown on an organizational chart.
6. If there is a potential for subcontracting any portion of expected work elements, the information requested above must be furnished for the subcontractors.
7. Identify the key personal who would be involved in the subject project and include brief resumes.

(d) Experience and Qualifications

1. The respondent must provide a concise statement of the firm's understanding of the intended study and the approach the firm will take to accomplish the project tasks, previously outlined.
2. Familiarity with the fields of real estate development, historic preservation, building renovations, and financial and market analysis should be provided.
3. The respondent must provide a list identifying their experience in performing feasibility studies, similar in nature to this RFP. This information shall involve detailed information regarding individual project experience and the role of the respondent and references..
4. The respondent must provide a brief description of its computer aided drafting and design capabilities and any and all other resources and services which will be utilized by the respondent to accomplish the required tasks.
5. Information on professional services hourly rates, including overhead and indirect costs must be included, but not limited to travel expenditures, mileage, copying costs, etc..

3. ACCEPTANCE OF PROPOSAL AND ITS EFFECT

Within sixty (60) days after the opening of the Proposals, the Owner will accept one of the proposals, or will reject all bids. The Owner will make formal acceptance of the Proposal by a notice in writing signed by the chairman of The Board of Commissioners of Tinicum Township, and mailed to or delivered at the Office designated in the Proposal. No other act of the Owner, its officers, agents, or employees shall constitute the acceptance of a Proposal.

Acceptance of Proposal (con't)

The acceptance of the Proposal shall effect an agreement between the Owner and the successful bidder, of which time shall be of the essence, for the execution of the Form of Contract and an analysis of his bid prices, and for liquidated damages, all as hereinafter provided. It shall not effect a Contract for the doing of the things provided in the Form of Contract, but the rights and obligations therein provided shall become effective and binding upon the parties only with its formal execution. Neither the acceptance of his Proposal nor the formal execution of the Form of Contract shall constitute an approval of the bidder's proposed plan, equipment, method and program of work or services.

4. EXECUTION OF FORM OF CONTRACT

Within ten (10) days, Sundays and Holidays excepted, after the acceptance of his Proposal, the Owner shall present or mail to the successful bidder in quadruplicate, the Form of Contract bound herewith, with the blanks filled out in accordance with his Proposal. Within ten (10) days, Sundays and Holidays excepted thereafter, the successful bidder shall deliver all copies to the Secretary of The TINICUM TOWNSHIP Board of Commissioners duly executed by him as Contractor. Upon their receipt and upon receipt of satisfactory security for the bidder's faithful performance, as hereinafter provided, the Owner shall execute all copies and shall return one to the successful bidder.

5. RIGHT TO ACCEPT AND REJECT PROPOSALS

The Owner reserves the unqualified right, at its sole and absolute discretion, to reject any or all Proposals and to waive any informalities therein. The award if any, will be made for each contract to the lowest responsible bidder on the basis of the total of the sum of all items making up that particular contract, but the Owner reserves the right to omit any item or items from the contract after the award and prior to the execution of the Contract.

In the event that a successful bidder defaults upon the agreement created by the acceptance of his Proposal, the Owner reserves the option to accept the Proposal of the next lowest bidder within eighteen (18) days from such default, in which case, such acceptance shall have the same effect as to such bidder as though he were the originally successful bidder.

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now or will be performed. In so far as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

Right to Accept or Reject Proposals (con't)

Bids will be compared on the basis of the prices bid for the Items in the Schedule of Items and Prices. No bid will be accepted which does not contain a price for each item.

Proposals, which contain any unbalanced bid items, or which are conditioned or obscure, or which contain additions not called for, erasures, omissions, qualifying letters, alterations or irregularities of any kind, may be rejected as informal.

6. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Overall Qualifications of the consulting firm
- The respondent's understanding of the goals of the study and the proposed approach in undertaking the project as indicated in the respondent's statement
- The amount of previous related experience
- The respondent's personnel and available resources devoted to the study
- Ability to complete the study in the designated time period
- Project cost

7. TIME OF PERFORMANCE & PRODUCT REQUIREMENTS

A. Completion Schedule

- Phase 1 – This work , as outlined in the Scope of Work, should be completed within two (2) months from the date the contract is executed
- Phase 2 – It is anticipated that this work should be completed within three (3) months after the completion of Phase 1.
- All work must be completed no later than March 31, 2008 in accordance with the provisions of the PADEP Grant.

B. Product Requirements

- A sign must be erected at the site in accordance with the standards set forth in the Part II – Post Award Instructions, Section II.2.(a) of the PA Coastal Zone Grant.
- Progress reports will need to be provided as outline in Section III

Time of Performance (con't)

- The consultant shall be required to submit ten (10) copies of the completed studies for each Phase comprising the Project Tasks to the Township.
- The consultant must also comply with the Final Report submission requirements as outlined in Section III.4 of the PA Coastal Zone Management grant.

8. EXAMINATION OF SITE:

The Respondent shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

SECTION 300
GENERAL CONDITIONS

DEFINITIONS

Except as otherwise, indicated by context, the following words whenever used in these General Conditions and Specifications, shall have the meaning set after each:

"Township or Owner"	Tinicum Township
"Contractor"	Successful Bidder
"Officer of Township"	Members of Board of Commissioners
"Engineer"	James W. MacCombie, P.E.

WORKMEN'S COMPENSATION

The Contractor must accept, insofar as the work herein provided for his concerned, the provisions of the Workmen's Compensation Act of 1917, and any supplements and amendments thereto and shall before the contract is signed, submit proof that he has accepted the Workmen's Compensation Act of 1917, and any supplements or amendments thereto and that he has insured his liability thereunder in accordance with the terms of the said Act.

INSURANCE

The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him and any sub-contractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor, or by anyone directly employed by either of them. The minimum limit for such insurance shall be \$500,000.00 for damages to any one person and \$1,000,000.00 for damages for any one accident; property damage minimum limit shall be \$100,000.00.

The Contractor shall also take out and maintain during the life of this Contract, automobile liability insurance limited to a minimum of \$100,000 for injury or accidental death to any one person or \$500,000 for injury or accidental death for any one accident and \$50,000 for property damage.

GENERAL CONDITIONS (con't)

CONTRACTOR SHALL FURNISH EVERYTHING

The Contractor shall provide and use, at his expense all materials and labor, and all implements and appliances necessary in carrying on, constructing and completing all work set forth hereunder as required by the specifications under this Contract.

LOCAL CONDITIONS

It is understood and agreed that the Contractor, before executing the Contract, has by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character and equipment and facilities needed preliminarily to and during the prosecution of the work the general and local conditions and all other matters which can in any way affect the work under contract.

RISKS BLAME, ETC.

The Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until the same shall have been completed and accepted by the Engineer. The Contractor agrees to indemnify, defend and save harmless the Township and the Township from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his agents in the performance of the work under his Contract. He must properly protect all adjacent work during the progress of construction and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.

DAMAGE TO PROPERTY

In case any direct or indirect injury is done to the buildings and existing structures; or to public or private property of any kind, or to any materials or fixtures, by or because of the work in consequence of any act or omissions on the part of the Contractor, his employees or agents or his sub-contractors, the Contractor, at his own cost and expense, except when hereinafter specified otherwise, shall restore such structures, property, materials, etc., to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding, or otherwise as may be required by the Township, or shall make good such damage or injury in a satisfactory manner.

GENERAL CONDITIONS (con't)

CONTRACTOR'S LIABILITY

The work in every respect shall be under the charge and in care of the Contractor and at his risk, He shall properly safeguard against any or all injury or damage to the public, to any property, material, or thing, except where stipulated otherwise in the specifications and shall alone be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected, therewith. He shall indemnify and save harmless the Board of Commissioners and the Township from all suits or actions at law of any kind whatsoever in connection with this work, and shall, if required, show evidence of settlement of any such action before final payment is made by the Township.

PERMITS, LICENSES AND CERTIFICATES

The Contractor shall procure all permits licenses, pay all charges and fees and give notices necessary and incident to the due and lawful prosecution of the work. He shall obtain and furnish the Engineer all required approval and other certificates. The Contractor shall pay for all State, County and City fees, Permits, Licenses, Taxes, etc., if said fees, permits, licenses, taxes are necessary.

PATENT PROTECTION

The Contractor shall agree to indemnify and save harmless The Township against all claims, demands, suits, or actions of any kind for actual or alleged infringements of patent rights in the use, sale, or resale of the equipment or any part thereof furnished or used in the fulfillment of the Contract to be awarded.

QUESTIONS AND DISAGREEMENTS

All questions and disagreements between the Township and Contractor relating to the meaning of the specifications, or the kind and quality of work and materials required thereby, shall be referred to the Engineer and his decision shall be final, conclusive and without appeal.

FAILURE TO EXPEDITE WORK

If, in the judgment of the Engineer, the Contractor shall fail or neglect to furnish labor or materials. The Township may give the Contractor notice to furnish the same within forty-eight (48) hours. If the Contractor shall not comply with said notice, The Township may proceed to purchase the necessary materials without advertising thereof, or engage the necessary labor and charge the cost of same to Contractor and deduct same from any payment due the Contractor under this Contract.

GENERAL CONDITIONS (con't)

If, in the judgment of the Engineer, the Contractor for any cause shall fail to adequately prosecute the work, the Engineer may give the Contractor notice that he is not adequately prosecuting the work. If the Contractor shall not comply with the said notice within ten (10) days after service of them, The Township may terminate the employment of the Contractor hereunder, take possession of the premises and of all materials, tools and appliances and may employ such forces as may be necessary to finish the Contract or may relet the finishing of said Contract, without advertising, to any Contractor. In such case, the Contractor shall receive no further payment until the work shall be finished, when the balance shall be paid to the Contractor, but, if the cost exceeds such unpaid balance, the Contractor or his surety shall pay such excess cost to the Township.

CHANGES IN THE WORK

The Township, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have Township to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the Contract, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Township signed or countersigned by the Engineer or a written order from the Engineer stating that the Township has authorized the extra work or change and no claim for an addition to the Contract sum shall be valid unless so ordered.

COMPLIANCE WITH GRANTS

This project and the work performed by the consultant is subject to the conditions and requirements of the funding grant contracts issued by the PA Coastal Zone Management Program, found in Appendix B and the County of Delaware Renaissance Program, found in Appendix C, in regards to such issues as, but not limited to: Report Submissions, Nondiscrimination and Sexual Harrassment, the Americans with Disability Act, etc.

SECTION 400

**FORM OF PROPOSAL
FOR THE
REQUESTS FOR PROPOSALS
CONSULTANT SERVICES
FOR A
FEASIBILITY STUDY
FOR THE
LAZARETTO BUILDING & PROPERTY**

TOWNSHIP OF TINICUM, DELAWARE COUNTY, PA.

To The Board of Commissioners

The Township of Tinicum Memorial Building
629 North Governor Printz Blvd.
Essington, Pa. 19029

Gentlemen:

The undersigned hereby proposes to furnish all tools, labor, materials and equipment necessary to complete a feasibility study to determine the most appropriate uses, ownership options and financial strategies for the protection, restoration and redevelopment of the historic Lazaretto property in strict accordance with this Form of Proposal, Scope of Work and the General Conditions hereto annexed and made a part of this agreement, and all State and Local Ordinances relating thereto. Also, including all appurtenant work necessary to complete this project in a first class workmanlike manner to the satisfaction and approval of the Township for the following lump sum cost:

SCHEDULE OF ITEMS AND PRICES

<u>Item No.</u>	<u>Description of Services</u>	<u>Lump Sum Price</u>
1.	Feasibility study, pursuant to the Scope of Work for Phases 1 & 2	\$ _____
		\$ _____ Price in Writing

WITNESS, the hand and seal of the said Bidder this _____ day of _____ 20__

Name of Consultant _____

_____ L.S.

Post Office Address: _____

Phone Number: _____

Fax Number: _____

Accepted by: Commissioners of Tinicum Township, Delaware County

By: _____

President

Attest: _____

Secretary

APPENDIX A

APPENDIX B

APPENDIX C