

**REQUEST FOR PROPOSALS (RFP)
RELOCATION OF
The Joseph House
413 Rehoboth Avenue
Rehoboth Beach, Delaware**

Name of the Project	Joseph House Relocation
Request for Proposals Released	Monday, March 23, 2020
Open House, 413 Rehoboth Ave.	By Appointment; see next line below for contact info.
Proposal Assistance and Information Sessions, Clear Space Theatre Company 20 Baltimore Ave. Rehoboth, DE 19971	Please contact Al Willis at alfredice@aol.com or by phone 703-309-5814
Deadline for Proposal Questions	Friday, April 10, 2020 4:00 PM
Deadline for Proposal Submittal	Monday, April 27, 2020 4:00 PM
Submit proposals to:	Clear Space Theatre Company 20 Baltimore Ave. Rehoboth, DE 19971
Method of Submittal	Mail delivery, courier delivery, email or in person. Fax submittals are <u>not</u> acceptable.
Contact Person, Title	Alfred Willis, Project Manager
E-mail Address	alfredice@aol.com
Phone/ Fax Numbers	Phone: 703-309-5814

Clear Space Theatre is requesting proposals from parties interested in acquiring and relocating the Joseph House and its associated outbuilding. Acquisition includes the buildings only and does not include any portion of the lot the buildings sit on. The Buildings are offered in as is condition. The subject property is located at 413 Rehoboth Ave., Rehoboth Beach, DE 19971. The Theatre purchased this property and proposes to clear the site as part of a project to construct a new theatre building. As part of a Memorandum of Agreement (MOA) among the United States Department of Agriculture (USDA), the Delaware State Historic Preservation Office (SHPO), and Clear Space Theatre (Theatre), before the property can be cleared, the Theatre must attempt to market the buildings. The Theatre desires to see the buildings relocated from the site, restored and reused.

The deadline for submitting proposals (including required documentation and proposal security) is 4:00 PM, April 27, 2020. If hand carried, the messenger must deliver the proposal package to the Theatre and have it time stamped at the Box Office prior to the RFP deadline. If mailed through the US Postal Service, the proposal will be considered on time if it is postmarked by April 27, 2020. If sent by courier service the RFP must arrive prior to the 4:00 PM, April 27, 2020 deadline, regardless of what time it was given to the courier service. Late proposals may not be accepted. It is the responsibility of the Proposer to ensure that the proposal arrives at the Theatre prior to April 27, 2020 at 4:00 PM.

The Theatre is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Theatre, or any other means of delivery employed by

the Proposer. The City may return unopened, proposal responses which are received later than the date and time stated above.

Because the Theatre desires to have the buildings relocated and preserved, the Project Manager is available to answer any questions a proposer may have about the project or your proposal response. Any interested party is encouraged to contact the Project Manager, Alfred Willis (alfredice@aol.com), to discuss this RFP. As questions are received or clarifications made, the Theatre will issue addenda to this RFP. Addenda will be posted to the Theatre web site www.ClearSpaceTheatre.org periodically with the final addendum posted no later than Friday, April 17 by 4:00pm. **The last day to submit questions or seek clarifications about this RFP Friday, April 10 at 4:00 PM.**

Because of the short proposal window, interested parties are encouraged to submit questions or seek clarifications anytime between proposal release and this deadline. It is your responsibility to contact the Project Manager listed above (by email or phone) to determine if addenda were issued prior to submitting your proposal. All addenda issued shall become part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (FORM B).

The ONLY official position of the Theatre is that position which is stated in writing and issued by the Theatre. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Your signature on the proposal form indicates that you have read, understand and will comply with the instructions and terms and conditions of this document. You must examine the property and physical conditions which may affect your proposal and performance executing the agreement. **Clear Space Theatre reserves the right to reject any or all proposals, and to accept in whole or in part the proposal, which, in the judgment of the evaluators, is the most responsive, responsible proposal.**

Due to the COVID-19 virus, the house is available for inspection by appointment. *If you intend to submit a proposal to relocate the house, you must inspect the house.*

Please review all of the documents on the Theatre website for more information on this property. On the website you will find the following:

- The Determination of Eligibility describing the historic elements of the house.
- An asbestos testing report noting locations of asbestos containing materials on this property. (Note: The report was prepared for Clear Space with intent of demolition, not renovation.)
- A letter for this property prepared by the East Coast Structural Movers at the request of Clear Space. The letter provides a general assessment by East Coat of issues involved in moving the structure. Bidders should seek their own independent assessment as to the feasibility of relocating the building(s).
- The *City of Rehoboth Beach Structural Relocation Guide* outlining the assessment and permitting process required for a structural move.

Economic incentives exist for the repair and rehabilitation of historic buildings in Delaware. These incentives are available for both commercial, income producing properties and owner-occupied

residential properties; however moved buildings are subject to additional criteria. The application process and qualifications for each incentive is different and **the Theatre cannot guarantee which incentives, if any, you may receive.** Proposers may want to contact the SHPO for more information.

Proposals will be opened promptly after the submittal deadline. Staff will evaluate the proposals based on the criteria listed in this RFP to determine the most responsive, responsible proposal. A relocation agreement will be executed with the successful proposer.

Respectfully,

Wesley E. Paulson
Executive Director
Clear Space Theatre Company

BACKGROUND

Clear Space Theatre Company (“Theatre”) seeks proposals from qualified parties (“Proposers” or “Contractors”) for the relocation of the Joseph House, 413 Rehoboth Ave., Rehoboth Beach, DE. This property has been identified as individually eligible for listing on the National Register of Historic Places. The Theatre and the Delaware State Historic Preservation Office strongly support the relocation of the house and its associate outbuilding to a location where it can be restored.

Qualified parties are invited to submit proposals for this project. The ideal “qualified party” is a person, partnership or other entity who meets one or more of these qualifications:

- Submits the required documentation as requested in this RFP.
- Shows interest in preserving the unique architectural elements of the building(s) that make it eligible for the National Register of Historic Places.
- Agrees to limited access to the building for educational purposes.
- Has the necessary financial resources or sound financial backing to complete the project.
- Has the necessary resources and experience to meet the timeframe and historic preservation objectives outlined, in this RFP.
- Includes a purchase price in their proposal.

The Joseph property maintains much of the original structural integrity. Most of the original floor plan remains unaltered. The original woodwork and finishes on the first floor and all on the second floor remain intact.

*The Joseph House is a one-and-a-half-story, early-twentieth century small bungalow with a large, enclosed wrap-around porch. The dwelling is supported by rusticated concrete block foundation footers with vertical skirt boards spanning the gaps. The building features weatherboard siding and a front-gable, asphalt shingle roof featuring exposed rafter tails. The Period I (c. 1922) portion of the dwelling consists of a modified five-room plan with a utility room addition. Later, a Period II porch and kitchen (c. 1922-1931) were added. A Period III reconfiguration of the interior plan of the dwelling occurred when the structure was converted into retail space in the last quarter of the twentieth century. The first floor of the Joseph House reflects its Period III five-room plan, including a living room, dining room, kitchen, two bedrooms, and a bathroom. The house was built to fit a lot that is approximately 50 feet by 100 feet, with the gable end facing Rehoboth Avenue. The bedrooms and bathroom are located on the west side of the dwelling. The original kitchen, dining room, and living room are on the east side, next to the enclosed porch addition. Recently, it has been used as both a retail and office space, and the original floor plan has changed in order to accommodate those spatial requirements. The wall between the living room and Period I kitchen or dining space has been opened up and leads to a hall and reconfigured stairs leading to the half-story attic. The hall also leads to the kitchen/dining room entrance and to a door that leads to the enclosed porch addition. The wall that divided the Period I kitchen and a bedroom located in the northwestern-most corner has been opened up to combine the two spaces. The Period I stairs are located on the south wall inside the bedroom. The original stair opening has been closed off to create a closet. The northwestern-most bedroom also has an entrance to a hallway that leads to a reconfigured bathroom situated between the bedroom located on the southwest corner of the dwelling. This hallway along the western wall appears to be part of a floor plan modification. The interior finishes include popcorn ceilings, painted wood floors, built-in shelving, wainscot, brass and painted door hardware, panel doors, and mostly simple door trim and moldings. A one-story, one-bay, frame ca. 1922 garage is located on the northeast corner of the property. It has a front-gable roof featuring exposed rafter tails and is covered in asphalt shingles. The south (front) elevation has vertical wood board double doors with a one-light window in each. There is a small screened-in porch addition on the west elevation and another small wood frame addition on the north elevation. **See the full***

Determination of Eligibility for additional details.

No value has been assigned to the house and no minimum purchase price has been established. While each Proposer is asked to provide a purchase price for the house, price will not be the sole determining factor in evaluating proposals.

SCOPE OF WORK

The selected proposer must complete the following:

- Relocate the building(s) to a pre-determined (by the Proposer) off-site location outside the regulatory floodplain. Relocation and associated expenses will be at the expense of the Proposer.
- The floodplain status of the relocation site must be verified in writing by the floodplain administrator of the jurisdiction.
- The selected Proposer must utilize the services of a house mover licensed to work within the City of Rehoboth Beach (“City”).

- The selected Proposer and their house mover must obtain all required permits and follow the permitting process outlined in the City **"Structural Relocation Guide."**
- The selected Proposer may also choose to relocate the detached accessory structure on the property that are original to the house. Because the garage is original to the property, the Theatre and the SHPO strongly encourage that this structure remains with the house. However, taking the garage is not required.
- The Proposer and their house mover must attend and participate in a pre-move meeting with the City Building Inspector after the agreement is awarded but prior to commencing any work. At the meeting, the terms of the agreement including timeline, anticipated routes, how structures will be moved, procedures for accessing property and securing the site will be discussed. The Building Inspector meeting also allows an opportunity for permits, regulations and expectations to be discussed.
- The Proposer must repair any damage done to public facilities including streets, sidewalks, curbs, and other public utilities. All repairs must be done to the City's standard specifications and satisfaction. You should take these potential costs into consideration and reflect them in your proposal submittal. Performance security money and insurance will be utilized if repairs are not done to City satisfaction.
- The Proposer and their house mover must fence the below grade openings left on site once the structure is removed, in a manner that maintains safety and security on site. Accessory structures not removed are not required to be fenced. Fencing will become property of the Theatre at the completion of the project. The fence must be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches.

All house movers must be licensed to work within the corporate limits of Rehoboth Beach. Preference will be given to proposals utilizing a house mover with experience moving historic properties properly before. *Moving Historic Buildings*, by John Obed Curtis should be consulted for recommended approaches to move historic structures. If the relocation site is within the City corporate limits, you may be required to establish water and sewer service at the new location. You will also be required to bring the structures into compliance with locally enforced codes based on final structure location including plumbing and electrical.

Asbestos containing materials (ACM) have not been removed from the property. ACM that will be disturbed when the house is moved off the existing foundation will be removed by the Theatre abatement contractor prior to the house move. The cost of this abatement, if necessary, will be paid by the Theatre Any other abatement activity in the house will be your responsibility and at your cost. Any abatement work you choose to undertake beyond that which the Theatre is required to do by statute cannot be undertaken on Theatre property. It must be completed after the house has been moved to its new location. *Please review the Abatement Report before making your proposal.*

Site clearance, including utility disconnection, and site restoration (backfilling and seeding) will also be performed by the Theatre. Any damage done to the site will be repaired at your cost by the Theatre. The cost will be deducted from your performance security.

The house is to be removed from the site in

as minimum number of units as possible. The house cannot be deconstructed and salvaged, either on site or on the relocation site.

PROPOSAL AND PERFORMANCE SECURITY

Proposal security in the amount of \$10,000.00 is required as part of the proposal submittal.

Proposal security must accompany the proposal to ensure that you will, upon acceptance of your proposal, execute any contractual documents as may be required within the timeframe specified. Acceptable forms of proposal security include bid bond, certified check or other irrevocable instrument made payable to Clear Space Theatre. Personal checks or cash are not acceptable. If your proposal is not selected, your proposal security will be returned to you within seven (7) days of the award of a relocation contract.

The successful party must provide \$20,000 in performance security prior to execution of the relocation agreement. The performance security will be held until the completion of the house move to ensure that the structure is moved according to specifications and to ensure that Theatre facilities are left in an acceptable condition according to the Theatre. Performance security may be forfeited if relocation of the structure does not progress as outlined in the timeline in the relocation agreement. Performance security may also be utilized to pay for damages to public facilities including curbs, sidewalks, streets, street trees, utility poles, manholes, catch basins, bridges, guard rails, and other public infrastructure not covered by the house mover's insurance.

PROPOSAL CONTENTS

In order to be evaluated and scored, a complete proposal response must contain the following elements:

- Proposal Security in the amount of \$10,000.00
- Completed Form A (attached)
- Completed Form A-1 (attached)
- Completed Form A-2 (attached)
- A Project Narrative of no more than 20 pages total that addresses how the evaluation criteria outlined in this RFP are being met. The narrative should be sufficiently detailed to allow the reviewers to evaluate and score your response, given the evaluation criteria contained in this RFP. At a minimum your narrative should include the following:
 - A description of the relocation site including, but not limited to, the address or GPS locations, setting, neighborhood, topography and proposed layout of the building(s) on the site. A site plan should also be included. If the proposed site for the house is located outside the Rehoboth Beach corporate limits, you should include a letter from the floodplain enforcement official for the location stating that the proposed new site for the house is not in the regulatory floodplain. Attach a floodplain map showing the proposed location.
 - A description of how the building will be used including, but not limited to, the proposed future use, a description of how you will promote the structure's history, a description of how your proposed use will create a "destination," if applicable.
 - A buyer's profile that describes your financial capacity to see the project through to a successful completion; the proposed form of ownership for the house (private, LLC, non-profit, etc.) your previous experience with historic rehabilitation and National Register of Historic Places structures; your previous experience in moving houses; your proposed timeline to move and rehabilitate the house.
 - A narrative description of how you propose to preserve the historic nature of the house, if historic preservation is a part of your proposal. The narrative should include, but is not limited to, a description of what changes are proposed to the interior and exterior of the

house (including repairs to the seam where the house is cut for relocation, as applicable); a statement as to your willingness to place a preservation easement on the building committing to preservation of exterior and/or interior character-defining features; a statement regarding your desire, if any, to maintain the NRHP eligibility of the property; identification of which state or federal tax credits, if any, you intend to pursue; and a description of how the work will be in accordance with the Secretary of the Interior's Standards, if appropriate.

- A description of how other evaluation factors are being addressed including but not limited to, local business opportunities, job impacts during and after construction and green building practices.

PROPOSAL EVALUATION

Proposals will be reviewed by an ad hoc committee including representatives from the Theatre, USDA and SHPO. The review committee may consult with other departments or agencies as necessary to gain feedback on the proposals. Price will not be the sole determining factor in this award. The criteria such as those listed in "Proposal Award Criteria" below will be considered, as well as any other factors that the evaluation team determines may affect the suitability of the proposal for the Theatre requirements. Your submission constitutes your acceptance of a subjective evaluation technique and your recognition and acceptance that the evaluators in this evaluation will use subjective judgment.

PROPOSAL AWARD CRITERIA

Award of the proposal shall be made to the most responsible, cost effective proposal meeting the specifications set forth below. A matrix, Attachment D, was created by the Theatre, in consultation with the USDA and SHPO, to help guide the choice of a successful proposer. This matrix will be used as the basis of a scoring method. Proposals will be reviewed and scored on the criteria listed below. The point value for each area of consideration is noted below.

- Relocation Site: Maximum of 100 points.
 - Character defining garage faces the main vehicular approach to the house.
 - Structure can **not** be relocated to a FEMA mapped floodplain location. MANDATORY.
 - Desirable location is an infill lot rather than suburban or large lot.
 - The new location is historically appropriate and is similar in style to the neighborhood where the house is currently located.
 - Preference for location within City corporate limits, but outside City corporate limits is allowed.
 - Relocation of detached accessory structure on new site with primary structure is desirable over structure relocation to different sites and over not moving all of structures on a given site.
- Proposed Use- Maximum of 50 points
 - Desire is for reuse as single-family residential however it is acceptable for the structure to be used for non-profit cultural uses or single family useresidential. Commercial reuses are the least desirable, but allowed.
 - If non-residential, a reuse which promotes structure's history through interpretive exhibits and outreach activities is most desirable, followed by acknowledgement of building history without interpretive exhibits over no educational opportunities.

- Use which creates a destination is desirable over use that does not.
- Buyer Profile – Maximum of 100 points
 - Buyer's financial capacity, as shown through attachments to proposal.
 - Buyer's previous experience with historic rehab/National Register Historic Places (NRHP) structures.
 - Buyer's previous experience with moving houses and adding them to the tax roles in a timely manner.
 - How buyer proposes to accomplish relocation in timely fashion.
 - Preference is for private ownership followed by commercial, non-profit and public ownership as the least desirable.
- Historic Preservation Consideration – 100 points maximum
 - If non-residential, public access during normal business hours is desirable over limited, but guaranteed minimum number of hours per year is preferable to no public access.
 - Maintenance of façade is desirable over limited façade changes, over alteration of façade.
 - Interior maintenance of character defining features is desirable over allowance of input on interior changes prior to execution, with non-maintenance of the character defining features the least desirable.
 - Preference for building seamed together again with like materials Interior patched with similar materials in plaster, wood flooring and trim matching the existing materials is also desired.
 - Reinstallation of porches and balconies along with railings is preferred.
 - Not placed on a site with greater than 10% grade is preferable.
 - Desire to maintain the NRHP eligibility, and listing if building retains eligibility after the move.
 - Utilization of state and/or federal (federal is not available to residential) historic tax credits, if eligible.
 - Work completed in accordance with Secretary of Interior's standards.
- Other factors – 50 points maximum
 - Business and employment opportunities for local workers and businesses during the relocation and rehabilitation phases are desirable.
 - Job impacts, post construction, which increase employment, are desirable over enhancement of employment and marketability over relocation of an existing business or agency.
 - Integrated green building practices with preference for LEED certification are more desirable than some green building practices utilized over no green building practices utilized.

The Theatre reserves the right to: accept or reject any or all proposals, to request new proposals, to see clarifications of a proposal, to waive irregularities and technicalities in this request such as shall best serve its requirements and interests. If determined that an agreement shall be executed, the process of determining the agreement shall be as follows:

- The evaluation team shall determine which proposal has the most responsive, cost effective and responsible response, taking into consideration the criteria as outlined herein.
- The Theatre signs the written agreement subject to USDA and SHPO concurrence.
- A pre-move meeting is held between the proposer, Building Inspector and other interested parties including but not limited to the licensed house mover and utility companies.
- When USDA and SHPO concurrence is received by the Theatre and proof of the necessary permits are filed and provided to the City, and required proof of insurance is received, the structures can be moved.

If the evaluation team determines that all proposals received should be rejected, the proposers shall be notified by the Project Manager accordingly. At that point, the Theatre may, or may not, re- look at proposers to the project(s).

FINANCIAL INCENTIVES AND ASSISTANCE

To help offset the cost of the project, several financial incentives may be available to the successful Proposer including the following:

- **Federal Historic Preservation Tax Credits:** If the Proposer uses the house as an income producing property, they may be eligible to receive Federal Historic Tax Credits which provide 20% of qualified rehabilitation costs as a credit against federal income taxes on income-producing historic properties. Rehabilitation work must be "substantial: and meet the Secretary of the Interior's standards. Properties must be National Register listed within 30 months after claiming the credit. Eligibility for this tax credit is not guaranteed and will require close coordination with the State Historic Preservation Office.
- **State Historic Preservation Tax Credits:**

This credit is available for owner-occupied, non-profit-owned and income-producing buildings that are listed in the National Register of Historic Places, or certified as contributing to a National Register-listed historic district or to certain locally-designated historic districts. The credit is calculated as a percentage of the qualified rehabilitation expenses; the percentage varies with the type of property and applicant:

- For resident-curators, 100% of qualified expenses are eligible for credits, capped at \$5,000. The work must be done within the first 5 years of the tenancy agreement with the property owner.
- For non-profits and owner occupants, the tax credits are calculated at 30% of the qualified rehabilitation costs. Homeowners may only receive up to \$30,000 in credits per application.
- For properties held for income, the tax credits are calculated at 20% of the qualified rehabilitation costs.
- Projects which qualify for Delaware's low income tax credits are eligible for additional incentives.

Delaware's tax credits are fully transferable; they may be sold or assigned to others who have Delaware income or bank franchise tax liability. Documentation of the qualified costs must be submitted. Rehabilitation work must meet the Secretary of the Interior's Standards. Close coordination with SHPO is required and eligibility is not guaranteed.

For more information, go to: <https://history.delaware.gov/preservation/taxcredit/>

MONITORING

Work completed will be subject to possible inspections and monitoring by staff from the Theatre, USDA, SHPO, and the City.

TERMS OF AGREEMENT

The Theatre signature on the agreement, after USDA and SHPO approval, shall become the document that authorizes the work to begin. Prior to Theatre approval, the successful proposer must meet insurance requirements. The successful proposer shall contact the Project Manager to arrange the structural relocation pre-application meeting within five (5) days after being notified that the relocation agreement has been approved. The structures shall be relocated within thirty (30) days of notification. The work shall not begin until a completely executed agreement has been returned to the proposer. Work is anticipated to be completed in May, 2020. The Theatre and the proposer may renew the original agreement for one additional 30 day time extension. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Regardless of extensions granted, the house shall be removed from the lot no later than October 31, 2020.

INSTRUCTIONS TO PROPOSERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE AND WORDS USED INTERCHANGEABLY** - The word THEATRE refers to CLEAR SPACE THEATRE throughout this document. Similarly, PROPOSER and CONTRACTOR refers to the party submitting the proposal to the THEATRE.
2. **REQUEST DEVIATIONS BY THE PROPOSER** - Any deviation from this request MUST be noted in detail, and submitted in writing and attached to the proposal form. The complete RFP should be attached for any substitutions offered, or when additional explanation is desirable or necessary. The absence of the RFP deviation statement and accompanying RFP will hold the proposer strictly accountable to the document as written herein. If RFP or descriptive papers are submitted with proposal, the proposer's name should be clearly shown on each document.
3. **PROPOSAL CHANGES** – Any change to a submitted proposal or request to withdraw a proposal that is received after the advertised deadline will be void, regardless of when they were mailed.
4. **HOLD HARMLESS AGREEMENT** - The proposer agrees to protect, defend, indemnify and hold harmless Clear Space Theatre, its officers, and its employees, from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the proposer, their employees, subcontractors or any independent contractors working under the direction of either the proposer or subcontractor in the performance of this agreement.
5. **COMPLETION DATE** – The proposed completion date as stated on Forms A, A-1 and A-2 by the Proposer shall be the date by which the Proposer will have completed the project after the award of the agreement. With the single completion date time frame, all tasks of the project are to be completed on or before the specified date. The proposer agrees that the project will be completed in the time stated, assuming that the time between the opening and the receipt of the executed agreement does not exceed the number of days stipulated. The right is reserved to reject any proposal in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.
6. **LAWS AND REGULATIONS** - All applicable City of Rehoboth Beach, Sussex County, State of Delaware and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
7. **MISCELLANEOUS** - The Theatre reserves the right to negotiate optional items with the successful proposer.
8. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Theatre.

9. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
10. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful proposer shall violate any of the covenants, agreements or stipulations of the award, the Theatre shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination and specifying the effective date of termination. Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the Theatre for Termination for Cause. The Theatre may choose to terminate this Agreement at any time by delivering to the successful proposer forty-eight (48) hours advance written notice of intent to terminate.
11. **TERMINATION FOR CONVENIENCE-** The Theatre may choose to terminate this Agreement at any time by delivering to the successful proposer written notice of intent to terminate, effective immediately upon issuance by email, fax or regular mail by virtue of breach of the award by the successful Bidder. The Theatre may withhold earnest money for the purpose of set-off until such time as the exact amount of damages due the City is determined.
12. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.
 - a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
 - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
13. **ASSIGNMENT** – Proposer shall not assign this agreement without the prior written consent of the Theatre, USDA, and SHPO. Any assignment or attempt at assignment made without such consent of the Theatre shall be void.

ATTACHMENTS:

Attachment A – Insurance Requirements

Attachment B – Proposal Submittal Requirements and checklist

Attachment C – Draft Form of Relocation Agreement

Attachment D- Historic Structure Relocation Evaluation Matrix

ATTACHMENT A

INSURANCE REQUIREMENTS

Proposer, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from Proposer's obligations and activities. Insurance provided by the Proposer's Licensed House Mover may be substituted for this requirement at the sole discretion of the Theatre. Coverage shall commence upon approval of the relocation agreement and stay in place until completion of the project and the Theatre's written acceptance of the work.

1. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the successful proposer, its contractors or employees carrying out their work.
2. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the proposer or its employees.

Subcontractors. In the case of any work sublet, the proposer shall require subcontractors and independent contractors working under the direction of either the proposer or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the proposer.

Qualifying insurance. Policies shall be issued by insurers who are authorized to do business in the State of Delaware. All policies shall be occurrence form and not claims made form. The proposer shall be responsible for deductibles and self-insured retentions in their insurance policies.

Additional Insured. Clear Space Theatre, its officers and employees, shall be named as additional insured on the proposer's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

Certificate of Insurance Requirements

1. Certificate of Insurance must be provided to the Theatre prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery.
2. Proposer shall provide the Theatre with a renewal certificate of insurance 20 days prior to policy expiration dates.
3. The Description area of the certificate should state the project that the certificate covers: Historic House Moving.
4. The minimum liability limits required by the Theatre are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.

5. The following address must appear in the Certificate Holder section:

Clear Space Theatre Company
20 Baltimore Ave.
Rehoboth Beach, DE 19971

Certificates may be sent by e-mail (wpaulson@clearspacetheatre.org), mail or delivery to the attention of Wesley Paulson at the above address. A certificate of insurance must be provided to the Theatre prior to the execution of the Professional Services Agreement.

**ATTACHMENT B –
PROPOSAL SUBMITTAL REQUIREMENTS and CHECKLIST**

The following items must be submitted in order to comprise a complete proposal. An incomplete proposal may not be considered. Complete this checklist as you assemble your proposal and include it with your proposal.

_____ Form A – Relocation Information- House. This form is a guide, narrative sections below shall not reference answers on this form.

_____ Form A-1 – Relocation information- Garage. This form is a guide. Narrative sections noted below shall not reference answers on this form.

_____ Form B – Signature Page

_____ Site plan showing the proposed location for the house showing dimensions, orientation and service lines.

_____ Proposal Security - Guarantee equivalent to \$10,000.00 shall be included with the bid submittal. More specific requirements of this bid guarantee were explained earlier in the Request for Proposal.

_____ Proposer’s project narrative, not to exceed 20 pages.

_____ Any additional information that would be helpful for reviewers to understand proposer’s profile.

**ATTACHMENT C- DRAFT
JOSEPH HOUSE RELOCATION AGREEMENT**

ARTICLES OF AGREEMENT, made this _____ day of _____ 2020, between Clear Space Theatre Company, hereinafter called THEATRE and _____, hereinafter called PROPOSER, for the relocation of structure(s) located at 413 Rehoboth Avenue .

CONTRACT AMOUNT: As outlined in the Proposer’s quote submitted on 27 day of April, 2020 and included herein, the THEATRE agrees to transfer ownership of the structure(s) located at 413 Rehoboth Ave for \$1.00 and other valuable consideration as outlined herein:

[INCLUDE TERMS OF TRANSFER INCLUDING EASEMENTS, TECHNICAL ASSISTANCE,
ETC]

WITNESSETH: That for and in consideration of the mutual covenants herein contained, the parties hereto agree with each other as follows:

I. GENERAL CONDITIONS:

1. Time is of the essence in this project.
2. The Contract consists of the:
 - a. The Request for Proposals issued on March 22, 2020 and any addenda
 - b. The PROPOSER’s response to the RFP
 - c.
 - d. Notice to Proceed
3. The THEATRE is obligated to issue a written Proceed Order within five (5) days from the acceptance of the PROPOSER’S submittal. If the PROPOSER does not receive the Proceed Order, PROPOSER has the option of withdrawing its submittal.
4. The PROPOSER shall contact the Project Manager to arrange a pre-application meeting within five (5) days after being notified that the relocation agreement has been approved. The structures shall be relocated within one hundred twenty (120) days of notification.
5. No modification of this Agreement shall be made except by written Change Order, signed by the PROPOSER, accepted and approved by the THEATRE. Any changes made to this Agreement without obtaining such approval shall be the PROPOSER’S liability.
6. It is hereby specified and set forth that only the work called for is subject to this Agreement. The PROPOSER and/or THEATRE shall be required to abide by the terms of this document, when properly executed, regardless of any other “side agreements” or “changes” oral or written. Any “side agreements” or “changes” shall have no effect on

this document and the PROPOSER understands that it is entering into these “side agreements” or “changes” at its own risk.

7. No public official or employee of the THEATRE shall have any interest, direct or indirect, in this Contract.
8. The PROPOSER and THEATRE by entering into this Agreement, do by said act, warrant and represent, that to the best of their knowledge, no officer, employee, or agent of the THEATRE who exercises any function or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, has any personal financial interest, direct or indirect, in this Agreement.

IN WITNESS HEREOF, the respective parties hereto have caused this instrument to be duly subscribed and sealed and executed.

For CLEAR SPACE THEATRE COMPANY

By _____

Date: _____

For the PROPOSER

By _____
PROPOSER

Date:

Historic Structure Relocation RFP Evaluation Matrix- Attachment D				
Criterion	Desirable	Acceptable	Less Desirable	Comments
Ownership	Private	Commercial, Non-profit	Public	
End Use	Residential	Cultural	Commercial	
If residential, unit type	Single-family		Two-family	
If non-residential adaptive reuse:				
Educational Opportunities	Outreach activities to promote the structure's history through coordinated interpretive exhibits	Acknowledgement of the Building's history without interpretive exhibits.	None	
Job impacts-post construction	Increases employment	Enhances employment/marketability	Relocates existing business/agency	
Creates a destination use	Yes		No	
Buyer Profile				
Buyer's financial capacity	High/Financial proposal funded	Medium/Financial proposal partially funded or strong enough to secure financial investment	Low/No financial proposal	
Buyer's previous experience with historic rehab/NRHP structures	Yes	Some	None	
Historic Characteristics:				
Maintain NRHP eligibility	Yes	-	No	
NRHP nomination	Yes	-	No	
Request technical assistance with NRHP listing	Yes		No	
Site Characteristics				
Location	Within Rehoboth Beach	Within 10 miles of Rehoboth Beach	More than 10 miles outside Rehoboth Beach	
Historically appropriate	Maintains NRHP eligibility		Will not support NRHP nomination	

Site Characteristics-Flood Plain	Building cannot be relocated into the City's regulatory flood plain.			FEMA stipulation
Site Characteristics-Neighborhood	Established/Infill Lot		Suburban/Large Lot	
Other				
Utilize State Historic Tax Credits, if eligible	Yes		No	
Utilize Federal Historic Tax Credits, if eligible and applicable	Yes		No	Not available to single-family residential
Work completed in Accordance with the Secretary of the Interior's standards	Yes		No	Required for NRHP listing and tax credits.
Public Access	Yes, during normal business hours	Limited, but with a guarantee of a minimum number of hours per year	No	
Façade Easement	Yes	Limited	No	
Interior Easement on Character Defining Features	Yes	No, but will allow input on interior changes prior to execution	No	
Relocate detached accessory structures and replace on new site	Yes		No	
Integrate green building practices	Yes, LEED Certification	Some	None	
Business and employment opportunities for local workers and businesses during the relocation and rehabilitation phases	Yes	Minimal	No	

FORM A-1
Relocation Information-House
413 Rehoboth Avenue



PROPOSED FUTURE LOCATION OF STRUCTURE

*Note: This form contains information on the house. Completion of this form confirms that all "sections" after the house is divided for moving are going to the **same** address.

Future lot address of house _____

Lot size (dimensions or acreage) _____

Current owner of lot _____

Lot is outside the "100 and 500" year floodplain yes no

Site plan for relocation lot attached showing

house orientation on lot

distance to property lines from structure placement, all sides

distance to other buildings both on site and immediately adjacent sites

ANTICIPATED USE OF STRUCTURE

Single family residential Commercial Public

If Commercial, anticipated use _____

If Public, anticipated use _____

Will maintain National Register Historic Place eligibility yes no

Will maintain façade(building appearance-) as is yes no

Will maintain interior character defining elements

- Yes
- No
-

Provide a detailed description of how interior defining characteristics will be maintained. *Use separate attachment if necessary.*

Will integrate green building practices yes no

Green building practices planned _____

Basement/foundation plan included

FINANCIAL

Have previous experience with historic rehab/NRHP places yes no

Location of previous experience _____

Have included \$10,000.00 proposal guarantee.

TIMEFRAME

Meets the May 2020 timeframe to move house yes no

Anticipated date of completion of house move _____

SIGNATURE

Printed name _____

FORM A-2
Relocation Information-
Garage
413 Rehoboth Avenue



PROPOSED FUTURE LOCATION OF STRUCTURE

*Note: This form contains information on the house. Completion of this form confirms that all "sections" after the house is divided for moving are going to the **same** address.

Future lot address of garage _____

Lot size (dimensions or acreage) _____

Current owner of lot _____

Lot is outside the "100 and 500" year floodplain yes no

Site plan for relocation lot attached showing

garage orientation on lot

distance to property lines from structure placement, all sides

distance to other buildings both on site and immediately adjacent sites

ANTICIPATED USE OF STRUCTURE

Residential

Commercial

Public

If Commercial, anticipated use _____

If Public, anticipated use _____

Will maintain National Register Historic Place eligibility yes no

Will maintain façade(building appearance-) as is yes no

Will maintain interior character defining elements

- Yes
- No
-

Provide a detailed description of how interior defining characteristics will be maintained. *Use separate attachment if necessary.*

Will integrate green building practices yes no

Green building practices planned _____

Basement/foundation plan included

FINANCIAL

Have previous experience with historic rehab/NRHP places yes no

Location of previous experience _____

Have included \$10,000.00 proposal guarantee.

TIMEFRAME

Meets the May 2020 timeframe to move house yes no

Anticipated date of completion of house move _____

SIGNATURE

Printed name _____

FORM B - SIGNATURE PAGE

The undersigned, having examined these documents and being familiar with the conditions surrounding the proposed project, understanding the work to be performed, licenses and permits to be received, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth, and that they will furnish all required services and pay all incidental costs in strict conformity with these documents.

Contact Person: _____ Phone: _____

Company (if not individual): _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____ Email: _____

Phone: _____ Fax: _____

Moving Contractor: _____

Address: _____

ADDENDA (It is the proposer's responsibility to check for issuance of any addenda.) The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

EXCEPTIONS/DEVIATIONS to this Request for Proposals shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If you have no exceptions/deviations, please write "No Exceptions" here:

FIRM PROPOSAL. The proposal shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. Accepted terms shall remain firm for the duration of the agreement.