

# Request For Proposal

**Re-Caulking of Whirlpool  
Compass Fountain Seams,  
Cracks and Penetrations**

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*City of St. Joseph, Department of Public Works  
1160 Broad Street St. Joseph, MI 49085*

## I. Purpose

This Request for Proposal (“RFP”) is to provide interested **contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for **Re-caulking of Whirlpool Compass Fountain seams, cracks and penetrations.**

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the bidder will be significant factors in award of this contract. Final decision on selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at [www.sjcity.com](http://www.sjcity.com), or mailed by contacting the City Clerk.

## **REQUEST FOR PROPOSAL: Re-caulking of Whirlpool Compass Fountain seams, cracks and penetrations.**

CLOSING DATE AND TIME: **3:00 p.m. Tuesday, August 13, 2024**

**II. SCOPE OF WORK & BID SPECIFICATIONS:** The Whirlpool Compass Fountain is an interactive water fountain located in Whirlpool Centennial Park below the bluff at 200 Broad Street and is in close proximity to the beach along Lake Michigan. The environment includes extreme fluctuations in temperature, windy conditions, and blowing and drifting sand. The Fountain will be turned off September 3rd and reopens the first Monday in May. Required scope of work and specifications follow:

- Contractor will completely remove and properly dispose of the old sealant from the control joints, stress cracks, lights and penetrations on the splash pad
- The edges of areas to be re-caulked will be ground to remove old sealant residue to promote the best adhesion
- Contractor will apply sealant primer to the ground joint edges to enhance the bond
- Contractor will install color match Sika 2cNS sealants or its equivalent at all control joints, stress cracks, lights and penetrations in the splash pad in accordance with the pattern; colors are **Black, Red, Buff, and Redwood Tan**

- Contractor will clean up after each day and also clean the edges of the newly installed sealants
- Contractor will be responsible for the protection of the new sealants during cure times
- This project is weather sensitive and materials must be designed to withstand the environment and use of the splash pad.
- All materials must be installed using industry best practice methods and manufacturer's restrictions and/or specifications

This project can start any time after September 3, 2024 but must be complete on or before April 1, 2025.

### **III. Issuing Officer (Point of Contact.)**

Questions regarding the scope of work to be accomplished may be directed to Mike Christensen, Facilities Manager by email at: [mchristensen@sjcity.com](mailto:mchristensen@sjcity.com) , or by telephone at (269) 985-0310 (Office) or (269) 930-4408 (Mobile).

### **IV. Addenda**

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

### **V. Instructions to Bidders**

- 1) Sealed bids may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085, no later than *3:00pm, Tuesday August, 13 2024.*
- 2) . Sealed envelopes should be plainly marked:

Attention: City Clerk  
Re: Re-caulking of Whirlpool Fountain  
700 Broad Street  
St. Joseph, MI 49085

It is the sole responsibility of the bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the proposal. Any proposals received after the closing date and time will be returned unopened.

## **VI. Incurring Costs**

The City is not liable for any costs related to bidder's preparation of their proposal.

## **VII. Withdrawal of Proposal**

Any bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

## **VIII. Opening of Proposals**

Proposals will be opened at 3:00pm on Tuesday, August 13 2024 in the City Commission Chambers, St. Joseph City Hall, 700 Broad Street, St. Joseph, MI 49085.

## **IX. Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the August 26, 2024 City Commission meeting.

## **X. Negotiations**

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

## **XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)**

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.

- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

In accordance with Michigan law, all projects for the construction, alteration, or repair of a public building or public work or improvement with a contract amount over \$50,000.00 will require a performance and payment bond covering the entire amount of the contract price, which shall become binding upon the award of the contract.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. The stated insurance requirements should not be interpreted to limit the liability of the successful bidder. Coverage shall be maintained throughout the term of the agreement.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

## **XII. Nondiscrimination**

The successful bidder shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

## **XIII. Payment Terms:**

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.