



**REQUEST FOR PROPOSALS  
CITY OF MARSHALL  
BROOKS FOUNTAIN RESTORATION**

The City of Marshall is requesting proposals for restoration work to the Brooks Memorial Fountain.

Brooks Memorial Fountain Park is located in the center of downtown Marshall with a round-a-bout encircling the park. The fountain was built in 1930 by Harold Brooks and modeled after the Temple of Love in France. Brooks Memorial Fountain often serves as a backdrop for weddings, special events, concerts and features colored lights that illuminate the fountain at night.

**RFP due date/ Public Opening:**

Proposals are due by 1pm on September 25, 2019  
City Hall- Council Chambers  
323 W. Michigan Ave.  
Marshall, MI 49068

**Current Condition of Fountain:**

The top two layers of the fountain above the columns are terra cotta blocks, pinned together by mechanical fasteners, with grout and flexible joint sealant at the joints. The columns are also terra cotta and support the upper terra cotta rings. The columns rest on the upper basin surface, which is concrete. The upper basin is ringed by two layers of terra cotta blocks, the top one which has a detailed, geometrical, design, and the bottom one which has the name of the benefactor and family. The blocks are grouted and sealed at the joints. The bottom 4 rings are made of concrete, with a detailed surface. The lower basin is concrete. All existing terra cotta and concrete surfaces of the fountain have been extensively patched and repaired in the past. Currently the entire upper fountain is coated with a white Tnemec coating.

**Scope of Work:**

**Terra Cotta Ring on top of the columns:**

1. Use a chemical stripper or soda blasting to remove the existing coating layers as necessary to perform all repair and patch work.
2. Remove and replace the flexible joint sealants and grout from between the Terra Cotta blocks.
3. Check that all Terra Cotta is solidly anchored and secure.
4. Patch, and repair, all spalls and holes in the Terra Cotta blocks with specially configured patch material.
5. Tuckpoint all but two sets of joints with grout. Install flexible sealant in the remaining two joints to allow for expansion and contraction.

**Terra Cotta Columns:**

1. Use a chemical stripper or soda blasting to remove the existing coating layers as necessary to perform all repair work.
2. Check that the columns are solidly anchored. Identify all substantial structural cracks and holes.
3. Remove all delaminated, spalled, or bad patch materials from the columns.
4. Repair all deeply pitted, spalled, or non-conforming areas of the columns with a Terra Cotta repair material specifically designed for this application, such as Conproco's Mimic or Jahn's Cathedral Stone. Repair and restoration of the fluting on the columns will be a priority. This work will be done using a cast

323 W. Michigan Ave.

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- template and hand carving.
6. Patch, repair, and re-glaze all spalls and holes in the Terra Cotta blocks.
  5. Tuckpoint all joints with grout.

**Upper Basin -2 Rows of Terra Cotta:**

1. Use a chemical stripper or soda blasting to remove the existing coating layers as necessary to perform all repair work. Remove all flexible joints sealants and grout from between the Terra Cotta blocks.
2. Patch and repair all spalls, cracks, and holes in the Terra Cotta blocks.
3. Patch, repair, and re-glaze all spalls and holes in the Terra Cotta blocks, including any damaged faces of the Terra Cotta blocks.
4. Tuckpoint all joints with grout, except for four joints spaced equally around the circumference, which will be caulked with flexible sealant.

**Concrete Base Rings:**

1. Strip paint completely by chemical peel or soda blasting, grinding, and/or wet-blasting.
2. Remove all loose, spalled, cracked, and de-bonded materials, including previous patches which have failed or cracked.
3. Patch and repair the horizontal and vertical surfaces of the rings as necessary, using a high strength repair mortar.
4. Grout and seal all minor cracks.

**Lower Basin Containment Ring:**

1. Strip paint completely by chemical peel or soda blasting, grinding, and wet-blasting. Remove all loose, cracked, or crumbling concrete of the outer ring.
2. Re-pour or patch the wall as required, including any reinforcing steel and anchors.
3. Remove existing basin floor coating as necessary to provide for adhesion of new floor coating.
4. Caulk all joints and miscellaneous cracks in the lower basin concrete floor.
5. Chip out and repair any significant delamination's or failures in the concrete of the basin floor.

**Final Coatings:**

After the repairs listed above have been completed, we will coat the entire upper and lower fountain surfaces with Olympic Pool and Deck coatings, such as Zeron, Poxolon 2, Fusion Plus, and Gunzite Primer (white in color for upper fountain, Blue Ice for lower basin floor).

**Project Schedule:**

Award of Contract: October 7, 2019  
Construction/Completion Date: Fall 2019, weather depending

**Instructions to proposers:**

- Proposals must be typewritten or clearly printed in ink and signed by a duly-authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "Brooks Fountain".
- Proposals will be received by the City Clerk, City Hall, 323 W Michigan Ave, Marshall, Michigan 49068, 1:00 P.M. local time, September 25, 2019. All proposals will be date stamped and time marked. Proposals may not be faxed or e-mailed.

- The City of Marshall reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Marshall and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to Aaron Ambler, Water Superintendent, at 269-558-0338 or AAmbler@cityofmarshall.com.

**Conditions applicable to proposal:**

- Applicable Laws: The Ordinances and Charter of the City of Marshall and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Marshall does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of service.
- The proposal does not commit the City of Marshall to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City reserves the right, at its sole discretion, to terminate, suspend or amend this Agreement at any time upon seven (7) calendar day's written notice.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004708). The price must be net, exclusive of taxes.

**Indemnification:**

The Contractor shall indemnify and hold harmless the City of Marshall, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees though appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**Insurance:**

The Contractor shall, at its own expense, maintain the following insurance at all times during the terms of this contract:

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage. Blanket contractor and completed operations coverage shall be included with the same minimums.
- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Marshall as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.

- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

**Changes and addenda to proposal documents:**

Information of change or addendum issued in relation to this document will be on file and available in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

**Proposal results:**

All proposals submitted in response to this invitation shall become the property of the City of Marshall and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

**Anti-Collusion:**

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

**Proposal:**

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters—  
Primary Covered Transaction**

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF PROPOSER \_\_\_\_\_

TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

All inclusive pricing to complete the project; including all labor, materials, equipment, scaffolding, and insurance required for the project:

\_\_\_\_\_

Anticipated start date: \_\_\_\_\_

Estimated time to complete: \_\_\_\_\_