

VILLAGE OF SPARTA DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

SERVICES(S) AND OR ITEM(S) REQUIRED:

The Village of Sparta is requesting proposals from qualified contractors to permanently repair a section of the Martindale Avenue Boardwalk

NOTICE:

Proposals for service will be received electronically until August 11, 2026, at 12 pm and shall be submitted via email to the Director of Public Works.

After evaluation and review, proposals may be presented to the Village Council for contract award as required.

HOW TO SUBMIT A PROPOSAL:

Proposals must be submitted via email by the deadline.

- Email Submission: Proposals shall be sent to bill@spartami.org with the “Martindale Boardwalk Structural Repair RFP”.

Email Submission Requirements:

- Email attachments must not exceed 10 MB in size.
- All documents must be submitted in PDF format.

PURPOSE OF PROPOSAL:

The Village of Sparta intends to secure the service(s) defined by considering (but not limited to) the lowest price, terms of the warranty, and prompt and convenient service by the supplier to the Village. Any failure by the supplier or contractor to comply with the following conditions and specifications shall constitute grounds for termination of the contract. The Village reserves the right to award the contract to the supplier whose service meets the specifications, terms, and conditions. The Village Council considers the bid in the Village’s best interest.

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GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Proposals must be received before the specified deadline. Submissions must be considered on time.
- b. Use the proposal form furnished by the Village.
- c. Ensure all corrections or changes are initialed, and proposals are signed in ink.

2. SPECIAL CONDITIONS: Special conditions in the Bid Document shall precede any provisions.

3. WORKERS' COMPENSATION: Insofar as Workers' Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates as evidence that the bidder carries workers' compensation Insurance.

4. WARRANTIES FOR USAGE: Whenever a proposal seeks a supply source for a specified period for materials or services, the quantities or usage shown are estimates ONLY. These quantities are for the bidder's information ONLY. They will be used for tabulating and presenting the proposal, and the Village reserves the right to increase or decrease amounts as required. No guarantee or warranty is given or implied by the Village regarding the total amount that may or may not be purchased from any resulting contracts.

5. DELIVERY: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, quoted prices will be based on delivery to the Bid Document destination and will include all delivery and packing charges.

6. SPECIFICATIONS: Unless otherwise stated by the bidder, the proposal will be considered in strict accordance with the specifications outlined in the Bid Document.

7. VARIATIONS TO SPECIFICATIONS: For evaluation purposes, the bidder MUST indicate any variances from our specifications, terms, and conditions, no matter how slight. If the proposal does not specify variations, the product or service will be assumed to fully comply with our specifications, terms, and conditions.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the Village's requirements. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, if awarded a contract, the bidder must furnish the specific item specified in the specifications or description, unless a departure or substitution is noted and described in the proposal.

8. SAMPLES: Samples, when requested, shall be filed before the opening of bids and must be furnished free of expense to the Village and, if not destroyed, will, upon request, be returned at the bidder's expense.

9. PRICES TO BE FIRM: By submitting the proposal, the bidder warrants that the price, terms, and conditions quoted in the request will be eligible for acceptance for sixty (60) days from the date of the proposal opening unless otherwise stated by the Village or the Bidder.

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10. **DEFAULT PROVISION:** If the bidder or contractor defaults, the Village of Sparta may procure the services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred.
11. **PRICING/ UNIT PRICES:** Prices should be stated in units of the quantity specified in the bidding specifications. In the event of a discrepancy in the bid amount calculation, the quoted UNIT PRICE will govern.
12. **PRICE CHANGES DURING CONTRACTS** (when applicable): Consideration will be given to awarding bids for yearly contracts.
13. **SAFETY STANDARDS:** The bidder warrants that its employees' work conditions will comply with the Occupational Safety and Health Act of 1970 standards, amendments, and applicable regulations. Failure to comply with this condition will be considered a breach of contract.
14. **TAXES:** The Village of Sparta is generally exempt from the State and Federal Government's taxes. This exemption is not extended to contractors for the Village of Sparta.
15. **FAILURE TO QUOTE:** If you do not quote, please return the quotation sheet, state the reason, and request that your name be retained on our mailing list; otherwise, your name may be removed from our proposal mailing list.
16. **SIGNATURE REQUIRED:** All quotations and proposals **MUST** be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his signature
17. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer by the bidder or contractor, which shall be deemed acceptable upon approval by the Village Council of the Village of Sparta. In the event of a default by the bidder or contractor after such acceptance, the Village of Sparta may take such action as it deems appropriate, including legal action for damages or for specific performance.
18. **LIABILITY, INSURANCE, LICENSES, and PERMITS:** Where bidders are required to enter or go onto Village of Sparta property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the whole duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the Village occasioned by the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid. A general liability policy in the amount of the successful contractor will provide \$ 1,000,000. The policy shall name the Village of Sparta as an additional insured.
19. **INFRINGEMENTS AND INDEMNIFICATIONS:** The Bidder, if awarded an order or contract, agrees to protect, defend, and save the Village harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract. They further agree to indemnify and save the Village harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by any party or parties by or from any acts of the contractor, their servants, or agents.

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To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the Village whenever such insurance is deemed necessary. When required, the types and amounts of insurance will be outlined in the Bid Document.

20. **RESERVATIONS FOR REJECTION AND AWARD:** The Village of Sparta reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, to accept variances to the terms of the specifications or the general conditions, or to request re-bidding on the required materials. The Village also reserves the right to award the contract on material it deems best serves its interests. The Village will award the contract to the bidder whose bid is determined to be in the Village's best interests, considering (but not limited to) the following factors: lowest price, warranty terms, and prompt and convenient service to the Village. It further reserves the right to award the contract on a split order basis, lump sum, individual item basis, or such combination as shall best serve the Village's interest unless otherwise stated. The Village also reserves the right to waive deviations from specifications (as interpreted by appropriate Village personnel).
21. **CHANGES AND ADDENDUM TO BID DOCUMENTS:** Each change or addendum issued concerning this bid document will be on file in the DPW Office of the Village of Sparta and posted on the Village website. All such modifications or additions shall become part of the contract and bind all bidders. The bidder is responsible for inquiring about any issued changes or addenda. Information on all issued changes or addenda will be available at the Village Hall and on the website.
22. **CONTRACT:** Bidders **MUST** enter into a formal agreement with the Village of Sparta for contractual services.
23. **REFERENCES:** Please list three (3) references wherein your company has provided this type of service for the Village of Sparta. Failure to list references may result in your company's disqualification.

NAME	COMPANY	NUMBER

NOTE

Previous experience and performance may be a factor in making the award.

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24. Proposal Timeline and Schedule

ACTIVITY	ANTICIPATED DATE
RFP Release Date	July 27, 2026
Proposal Submission Deadline	August 11, 2026
Contract Award	August 17, 2026

25. HOW TO SUBMIT PROPOSALS

Email Submission Only

- Email proposals to: bill@spartami.org
- Subject line: “Martindale Boardwalk Structural Repair RFP.”
- Proposals shall be submitted in PDF format
- Email attachments shall not exceed 10 MB

Late proposals will not be accepted.

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Technical Specifications

Martindale Boardwalk Structural Repair

1. Project Overview

The Village of Sparta is requesting proposals from qualified contractors to permanently repair an approximately forty (40) linear-foot section of the Martindale Avenue Boardwalk that has experienced significant vertical displacement due to movement of the supporting structure.

The Village's objective is to obtain a long-term repair that restores the boardwalk to a safe, stable condition while minimizing the potential for future movement.

The original boardwalk construction drawings are provided for reference only. Contractors are responsible for verifying existing field conditions.

2. Scope of Services

The successful contractor shall furnish all labor, supervision, equipment, materials, transportation, permits, disposal, and incidentals necessary to complete the project.

The Contractor shall evaluate the existing conditions and propose a repair that includes all work necessary to permanently stabilize the affected section of boardwalk.

The repair shall include replacement of all structural components necessary to eliminate the existing heaving condition and restore the boardwalk to a safe operating condition.

At a minimum, the Contractor shall:

- Evaluate the existing structural support system within the affected area.
- Remove and dispose of all materials necessary to complete the repair.
- Repair or replace structural components as necessary to permanently stabilize the boardwalk.
- Replace the decking throughout the repaired section.
- Reinstall or replace railing components as necessary.
- Restore all disturbed areas to a condition equal to or better than existed prior to construction.
- Remove all construction debris from the site.

3. Contractor Responsibilities

The Contractor shall:

- Visit the project site prior to submitting a proposal.
- Verify all field conditions and dimensions.
- Determine the means and methods necessary to complete a permanent repair.
- Furnish a detailed description of the proposed repair method with the proposal.

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- Coordinate all work with the Village of Sparta Department of Public Works.
- Maintain a safe work site throughout construction.
- Obtain all permits required for the work.

4. Proposal Requirements

Each proposal shall include:

- Lump sum project cost.
- Description of the proposed repair approach.
- Estimated construction schedule.
- Estimated project duration.
- Description of the structural support system proposed.
- Any assumptions or exclusions.
- Three references for similar projects completed within the past five years.

5. Warranty

The Contractor shall provide a minimum one-year warranty on workmanship.

The proposed repair shall be intended as a long-term solution to the existing structural movement.

6. Proposal Evaluation

The Village will evaluate proposals based upon the overall value provided to the Village, including but not limited to:

- Proposed repair approach.
- Experience with similar projects.
- Qualifications.
- Project schedule.
- References.
- Cost.

The Village reserves the right to reject any or all proposals and to award the contract to the proposal determined to be in the best interest of the Village.

7. Project Schedule

The successful Contractor shall coordinate the project schedule with the Village of Sparta Department of Public Works.

The Contractor shall commence work within the timeframe approved by the Village.

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All work shall be substantially complete no later than October 31, 2026.

Once construction has commenced, the Contractor shall prosecute the work in a diligent and continuous manner until the project is substantially complete. Work shall not be suspended or abandoned without the prior written approval of the Village.

The Contractor shall provide the Village with at least forty-eight (48) hours' notice prior to beginning construction.

8. Liquidated Damages

Time is of the essence for this project.

Failure to achieve substantial completion by October 31, 2026, shall result in the assessment of liquidated damages in the amount of \$250.00 per calendar day for each calendar day the project remains incomplete beyond the required completion date.

Liquidated damages are intended to compensate the Village for the additional administrative costs, public inconvenience, and loss of use associated with delayed completion, and are not intended as a penalty.

The Village reserves the right to deduct liquidated damages from any monies due the Contractor under the contract.

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The proposal must be submitted on this form.

PROPOSAL FORM

Section 1. ARTICLE(S) and SERVICE

Having carefully examined the bid specifications contained herein, having carefully read the "REQUEST FOR PROPOSAL, GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION: The Bidder proposes to provide the specified material(s), article(s), good(s), and service(s) at the prices listed in this proposal subject to all instructions, conditions, specifications and all attachments hereto.

Section 2. Variances

Section 3. Proposal

The proposal shall contain a completed price schedule and all information requested within this Request for Proposals, including any project variances. The contract will be awarded based on the criteria listed in the specifications, the variances, and the results of the completed price schedule.

Section 4. Bidder Certification

The bidder certifies that the proposal is correct and complete and that all information given or furnished is accurate, complete, and submitted as intended. The bidder waives any right to refuse to execute the contract if awarded to him and to be relieved of any obligation arising from any errors, mistakes, or omissions, subject to the right to withdraw the proposal.

In submitting this Bid, Bidder represents, as outlined in the agreement, that:

- a. The bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all of which is at this moment acknowledged:

Addendum Number

Addendum Date

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The complete specifications and warranty information for the services requested above are attached. All changes to the specifications are also attached. All Federal and State taxes have been deducted, and all prices reflect the NET PRICE.

(Bidder's Company Name)

(Bidder's Telephone Number)

(Bidder's Mailing Address)

(Bidder's E-mail Address)

(Bidder's Signature)

(Print Bidder's Name)