

FINAL SET



North and South Abutment Reconstruction

**BIDDING AND CONTRACT REQUIREMENTS
AND SPECIFICATIONS**

NOVEMBER 2ND, 2021



G.F. Johnston & Associates
Consulting Civil Engineers
12 Apple Lane, Unit #3
Southwest Harbor, ME 04679

greg@gfjcivilconsult.com
207-244-1200

**BIDDING AND CONTRACT REQUIREMENTS
AND SPECIFICATIONS**

Town of Mount Desert- 2021-2022

40 HARBOR DRIVE

Mount Desert, Maine

Bid Advertised	October 30th, 2021
Bid Return and Opening	December 17th, 2 pm
Harbor Committee Approval	December 20st, 4:30 PM
Funding Approval Town Meeting	March 8th, 2022
Construction Start	March 15th, 2022

Prepared By:

 **G. F. Johnston & Associates, Inc.**

**12 Apple Lane
P. O. Box 197
Southwest Harbor, ME 04679**

**Phone: 207-244-1200
Email: greg@gfjcivilconsult.com**

North and South Abutment Reconstruction
ON 40 HARBOR DRIVE
MOUNT DESERT, ME

TABLE OF CONTENTS

SECTION 1 - CONTRACT

Notice to Contractors
Instructions to Bidders
Supplemental Information to Bidders
Contract Insurance Requirements
Contract Performance Bond
Request for Information Notice
Request for Information
Contract Agreement, Offer and Award (2 Copies & Sample Copy)
Experience Statement
Acknowledgement of Bid Addenda
Schedule of Items

SECTION 2 – SPECIFICATIONS

Project Scope and Specifications

SECTION 3- GENERAL INFORMATION

Bid opening Virtual Link

SECTION 1

Contract

TOWN OF MOUNT DESERT
NOTICE TO CONTRACTORS

Location: Town of Mount Desert, County of Hancock,

North and South Abutment Reconstruction

Project Identification: Town of Mount Desert

Sealed bids for the **North and South Abutment Reconstruction** project will be received by the Town of Mount Desert, Town Office at 21 Sea Street, Northeast Harbor, ME 04662 until **2:00 P.M.**, local time, **December 17th 2021** and at that time and place publicly opened and read by virtual meeting. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked "**BID FOR North and South Abutment Reconstruction**"

AWARD. The **Town of Mount Desert** shall award a contract to the lowest responsive and responsible bidder in accordance with Section 103 of **Maine DOT's** Standard Specifications (November 2014), "Award and Contracting." All procedures in evaluating bids shall follow MDOT standards. *Section 102 of the Maine Department of Transportation's Standard Specifications, Revision of November 2014, shall govern in the bidding process.*

Copies of Contract Documents may be obtained upon payment of a non-refundable fee of \$125 per set, in writing or downloaded from the Town Website. All requests for mailed documents must be accompanied by an additional non-refundable fee of \$10.00 to cover postage and handling. No pre-bid conference will occur but for general information regarding bidding and contracting procedures or questions contact Gregory Johnston of G. F. Johnston & Associates at (207) 244-1200. Questions received after 4:00pm of the Wednesday prior to bid date will not be answered. Bidders shall not contact any other Town staff for clarification of Contract provisions, and the Town will not be responsible for any interpretations so obtained.

All work shall be governed by the "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. They can be found online at: <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Town to reject any or all bids.

INSTRUCTIONS TO BIDDERS

1. Use pen and ink to complete all paper Bids.
2. At a minimum, the following must be received prior to the time of Bid Opening:
 - a) copy of the Notice to Contractors;
 - b) completed Acknowledgement of Bid Amendments form;
 - c) completed Schedule of Items;
 - d) two copies of the completed and signed Contract Offer, Agreement & Award form;
 - e) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested. The package should be delivered directly to the Town of Mount Desert Office, 21 Sea Street, Northeast Harbor, ME 04662.

Other means, such as U.S. Postal Service's Express Mail, have proven not to be reliable.

If you need further information regarding bid preparation, submit a RFI Notice by email to

Greg Johnston at: greg@gfjcivilconsult.com
G. F. Johnston & Associates, (207) 244-1200

NOTE:

The party to whom the contract is awarded will be required to execute the Agreement within twenty (20) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.

The party to whom the contract is awarded will be required to execute the Agreement within (20) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and if required BOND forms. **In this instance the NOTICE of AWARD will follow Town meeting allocating funds at the March 8th, 2021. The Harbor Committee will make recommendations of the Award following BID OPENING.**

The OWNER within twenty (20) days of receipt of acceptable bid and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

AWARD. The **Town of Mount Desert** shall award a contract to the lowest responsive and responsible bidder in accordance with Section 103 of **Maine DOT's** Standard Specifications (November 2014), "Award and Contracting." The lowest responsive bidder must demonstrate successful completion of a minimum of a similar Shore or Marine project completed within the past 10 years to be considered for the award of this contract."

All applicable Federal, State and Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations. All Maine Governors and Department of Health and Human Services regulations and recommendation for COVID19 procedures must be adhered to if applicable during bid and construction timeframes.

COPIES OF THE CONTRACT

There shall be at least two (2) executed original copies of the Contract and (2) scanned copies to be distributed as follows:

- a) One (1) executed original copy each to the Owner and Contractor;
- b) One (1) scanned copy to the ENGINEER and Town of Mount Desert.

NON-RESIDENT CONTRACTORS

The successful BIDDER, if a corporation established under laws other than the State of Maine, shall file, at the time of the execution of the contract, with the OWNER, notice of the name of its resident attorney, appointed as required by the laws of the State of Maine.

The successful BIDDER, if not a resident of Maine, and not a corporation, shall file, at the time of execution of the contract, with the OWNER a written appointment of a resident of the State of Maine, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in Maine. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A non-resident CONTRACTOR shall be deemed to be:

- a) A person who is not a resident of the State of Maine;
- b) Any partnership that has no member thereof resident of the State of Maine;
- c) Any corporation established under laws other than those of the State of Maine.

BIDDERS QUALIFICATIONS

No award will be made to any BIDDER who cannot meet all of the following requirements:

- A. BIDDER shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
- B. BIDDER shall maintain a permanent place of business.
- C. BIDDER shall have adequate personnel and equipment to perform the work expeditiously.
- D. BIDDER shall have suitable financial status to meet obligations incidental to the work.
- E. BIDDER shall have appropriate technical experience satisfactory to the OWNER, the Town of Mount Desert, and the ENGINEER in the classes of work involved.
- F. BIDDER shall be registered with the Secretary of State to do business in Maine.
- G. BIDDER shall have performed to the satisfaction of the ENGINEER on previous contracts of a similar nature.
- H. BIDDER shall not have failed to complete previous contracts on time, including approved time extensions.
- I. BIDDER shall not appear on the Federal Government's List of Debarred Vendors or Contractors.
- J. BIDDER shall demonstrate a minimum of three **(3) Shore or Marine Construction Projects** completed within the past 10 years.

WITHDRAWAL OF BIDS

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the BIDDER provided confirmation of any telegraphic withdrawal over the signature of the BIDDER is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any BIDDER withdrawing his bid in accordance with the foregoing conditions will be returned.

PRE-BID CONFERENCE

Not Applicable, all requests for information must be emailed to ENGINEER. Site is accessible to contractors for visiting site. Pre-arrangement with Harbor Master and ENGINEER recommended.

SUPPLEMENTAL INFORMATION TO BIDDERS

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The Inner Envelope shall have the following information provided on it:

Bid Enclosed - Do Not Open
Town of Mount Desert
North and South Abutment Reconstruction
Owner: Town of Mount Desert
Date of Bid Opening: **2pm December 17th, 2021 (Virtual Address at End of Document)**
Name of Contractor with mailing address and telephone number:

In addition to the usual address information, the Outer Envelope should have written or typed on it:

Double Envelope: Bid Enclosed
Demolition, Removal and Replacement of North and South Abutments
Owner: Town of Mount Desert
Date of Bid Opening: **December 17th, 2021**
Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Demolition, Removal and Replacement of North and South Abutment
Owner: Town of Mount Desert
Date of Bid Opening: **December 17th, 2021**
Name of Contractor:

SUPPLEMENTAL INFORMATION TO BIDDERS (CONTINUED)

1. Use pen and ink to complete all paper Bids.
2. At a minimum, the following must be received prior to the time of Bid opening:
 - a. Completed Acknowledgement of Bid Amendments form
 - b. Bid cost in a separate sealed envelope using the Schedule of Items form provided (“Zero is not considered a Bid price.”). All cells must contain information requested.
 - c. Two original copies of the completed and signed Contract Offer, Agreement & Award form.
 - d. Completed Experience Statement form.
 - e. Project descriptions and references for similar work (size and scope) completed in the last year.
 - f. A timeline of critical path items for completion of the project.
 - g. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. The Town of Mount Desert is an exempt organization for the purpose of Maine State Sales and Use Tax. Construction materials may be exempt from sales and use tax, subject to compliance with the provisions of the Sales/Excise Tax Division of the Maine Revenue Service.
4. No Contract may be assigned, sub-let, or transferred without the written consent of the Town.

If you need further information regarding Bid preparation, submit an RFI notice EMAILED to Gregory Johnston of G. F. Johnston & Associates, Consulting Civil Engineers at (207) 244-1200 or greg@gfjcivilconsult.com.

Contractors Insurance Requirements

Contractor agrees to maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for bodily injury and property damage claims which arise from operations under this contract. Contractor agrees to name the Town of Mount Desert and G.F. Johnston & Associates as an additional insured for Property and Casualty, Motor Vehicle, and Workers Compensation Coverage. Contractor agrees to maintain Business Auto Liability insurance with a Combined Single Limit of not less than \$1,000,000. Contractor agrees to maintain Workers Compensation coverage per Maine State Statute and Employers Liability with aggregate limits of not less than \$500,000. The contractor will require of their insurance company(ies) that should any of the limits be changed or coverages be cancelled on the above mentioned policies, the contractor's insurance carrier(s) will notify the Town in writing 30 days in advance. The Contractor will provide to the Town a Certificate of Insurance evidencing the above mentioned coverages before the project begins and upon subsequent renewals for a period not less than two years after the project is completed. The Contractor is responsible for all subcontractors and will require the subcontractors meet the insurance requirements.

SECTION 00 6113.13 - PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description

BOND

Effective Date of Agreement:

Amount:

Modification to this Bond form: None

See Paragraph 16

CONTRACTOR AS PRINCIPAL

SURETY

RFI NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing or e-mailing questions and comments concerning this Contract Advertised for Bid. Include additional numbered pages as required. Questions are to be e-mailed to the number/e-mail address listed on the attached “Request for Information” form. This is the only allowable mechanism for answering Project specific questions. The Town of Mount Desert will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

All requests for information, RFIs must be received by G. F. Johnston & Associates by email only -no later than **2:00 PM, December 13th, 2021**

CONTRACT AGREEMENT, OFFER AND AWARD

AGREEMENT made on the date last signed below, by and between the Town of Mount Desert, ME, 21 Sea St, Mount Desert, ME 04662, and _____, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____.

The Town and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified in the bid and indicated in the Contract including Extra Work in conformity with the and Plans entitled the **North and South Abutment Reconstruction** project in the Town of Mount Desert, County of Hancock, Maine. The work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The work is the demolition and removal of the concrete base and cantilevered abutments for the marina and public float in Town of Mount Desert, Northeast Harbor. The Marina abutment is the North abutment, and the South abutment is the Public float access. The project requires one ramp and abutment always remain operational. Laydown space is available onsite, coordinated with Harbor Master. The project will require demolition of the cantilevered concrete structures, excavation, preparation of base, casting a leveling slab, providing granite and constructing a reinforced granite abutment with railings in accordance with plans, specifications and agreement made part of the project documents. The project is planned to Start March 15th of 2022.

At least one abutment must be operational by May 25th, 2022 the Wednesday before Memorial Day weekend. No work will occur between Memorial Day 2022 and October 1st 2022. Construction may resume following October 1st, 2022. All construction shall be substantially complete by January 14th, 2023. Time extensions due to weather and other circumstances may be considered only as mutually agreed in writing between Contractor, Harbor Master and Engineer

The Project has been designed by G. F. Johnston & Associates (Engineer), which is to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **January 14th, 2023**

C. Price

above.

2. List of all plans with sheet numbers and titles:

DRAWING INDEX

<u>SHEET</u>	<u>TITLE</u>
-	Cover Sheet
C1	North Abutment Plan
C2	North Abutment Stone
C3	South Abutment Plan
C4	South Abutment Stone
C5	North and South Isometrics
C6	Details and Specifications
C7	Details and Specifications
C8	Site Photos Existing Conditions

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid (Including any and all Bid Addenda) and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, and Bid Documents as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

Town of Mount Desert – North and South Abutment Reconstruction

Northeast Harbor, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule(s) of Items."

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Town in writing.

As Offer or also agrees:

First: To do any extra work ancillary but required to complete project, not covered by the attached "Schedule(s) of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" and Change Order if necessary and as addressed in the contract documents. Specifications and details of this work are included in the Contract Documents.

Second: To begin the Work as stated in Contract Documents and complete the Work within the time limits given in the contract documents.

Third: That this offer shall remain open for the calendar days required after the date of opening of bids, in time for Town meeting and allocation of funds on March 8th.2022

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Town.

IN WITNESS, WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

By: _____
(Signature of a Legally authorized
Representative of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Base Bid

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

TOWN OF MOUNT DESERT

Date

By: _____

EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized.

4. Where incorporated.

5. How many years have you been engaged in the contracting business under your present firm name? Also, state names and dates of previous firm names, if any.

6. State work of a similar nature to that stated in the Bid Proposal, including (3) references with current contact information that will assist the Owner to judge experience, skill and business standing:

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? (Yes) (No). If so, where and why?

9. a. Have you ever defaulted on a contract? ___(Yes) ___(No). If so, where and why?

b. Have you ever had liquidated damages assessed on a contract? ___(Yes)___(No). If so, where and why?

10. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed and a point of contact of the owner for each project.

12. List the project manager and project superintendent that you will use to execute this project.

13. List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.

Do you grant the Engineer permission to contact this (these) institutions? ____ (Yes) ____ (No)

Dated at _____ this _____ day of _____, 20 _____

(Name of Bidder)
By _____

State of _____ Title _____

County of _____

_____ being duly sworn, deposes and says that he is
of _____ and that the answers to the foregoing
(Name of Organization)

questions and all statements contained therein are true and correct.

SECTION 102

BIDDING

(Acknowledgement of Bid Addenda)

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are available by email NOTICE from Engineer and Town of Mount Desert Website. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. The Municipality will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the plan holders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

**NORTH ABUTMENT
SCHEDULE OF
VALUES**

Pay Item No.	Item Description	Unit of Measure	Apprx. Qty	Amount Dollars
	MOBILIZATION	LS	1	
	GENERAL CONDITIONS/TEMP. FACILITES	LS	1	
	EROSION CONTORL INSTALLATION AND MAINTENANCE. SILT BOOM REQUIRED	LS	1	
	SAW CUT REMOVE PAVEMENT	SF	400	
	DEMOLITION REMOVE ABUTMENT	LS	1	
	EXCAVATION FOR BASE PREPARATION	CY	480	
	BASE INSPECTION BY GEOTECHNICAL ENGINEER	AL	1	
	CONCRETE LEVELING SLAB 6" X 16'X 15'(FORM TIE CAST)	LS		
	BUELL GRANITE CRIBBING SET AND PINNED. 602 CU.FT	LS		
	BUELL 4" THICK GRANITE CAP STONES PINNED GROUTED AND SET	LF	20	
	1" GALV. THREADED ROD WITH JAW IN JAW CONNECTION AND TURNBUCKLE	EA	4	
	CONCRETE CORE, FORM TIE POURED	CYD	22	
	6"-9" DIAMETER ANGULAR BACKFILL	CY	180	
	12" DIAMETER ANGULAR BASE ARMOUR	CY	60	
	18" DIAMETER RIP RAP SHORE REPAIR	CY	55	
	MIRAFI HP370 GEOTEXTILE FABRIC LAYERS AND WRAPPED	SF	1850	

	MDOT TYPE D GRAVEL BACKFILL INSTALLED AND COMPACTED	CY	50	
	MDOT TYPE A GRAVEL BASE , FINE GRADE	LS	1	
	ASHPALT BASE 12.5 MM HMA BINDER 2"	SY	52	
	ASPHALT SURFACE 9 MM HMA 1"	SY	52	
	2" x 42" DIAMETER DOUBLE MID RAIL A316 STAINLESS GUARD.	LF	20	
	SUBTOTAL NORTH ABUTMENT REPLACEMENT			

Cost Savings Deduction Suggested
by Contractor: Please described
change below and value in terms
of cost reduction from the above
stated total for considerations by
the OWNER. Not to be included in
totals

DESCRIBE

Cost Saving Alternative if Any – (_____)

**SOUTH ABUTMENT
SCHEDULE OF
VALUE**

Pay Item No.	Item Description	Unit of Measure	Apprx. Qty	Unit Price Dollars	Amount Dollars
	SAW CUT REMOVE PAVEMENT	SF	506		
	DEMOLITION REMOVE ABUTMENT	LS	1		
	EXCAVATION FOR BASE PREPARATION	CY	470		
	BASE INSPECTION GEOTECHNICAL REVIEW	AL	1	\$2500	
	CONCRETE LEVELING SLAB 6"	LS	1		
	BUELL GRANITE CRIBBING SET AND PINNED. 1550 CU.FT	LS	1		
	BUELL 4" THICK GRANITE CAP STONES PINNED GROUTED AND	LF	52		
	1" GALV. THREADED ROD WITH JAW IN JAW CONNECTION AND TURNBUCKLE	EA	6		
	CONCRETE CORE, FORM TIE POURED	CYD	50		
	6"-9" DIAMETER ANGULAR BACKFILL	CY	120		
	12" DIAMETER ANGULAR BASE ARMOUR	CY	57		
	18" DIAMETER RIP RAP SHORE REPAIR	CY	70		
	MIRAFI HP370 GEOTEXTILE FABRIC LAYERS AND WRAPPED	SF	2000		
	MDOT TYPE D GRAVEL BACKFILL INSTALLED AND COMPACTED	CY	40		
	MDOT TYPE A GRAVEL BASE , FINE GRADE	LS	1		
	ASHPALT BASE 12.5 MM HMA BINDER 2"	SY	90		
	ASHPALT SURFACE 9 MM HMA 1"	SY	90		

	2" x42" DIAMETER DOUBLE MID RAIL A316 STAINLESS GUARD.	LF	50		
	6" SDR 35 STORM DRAIN PIPING INSTALLATION	LF	50		
	ZURN STAINLESS STEEL INLET DRAINS	EA	4		
	SUBTOTAL SOUTH ABUTMENT REPLACEMENT				

Cost Savings Deduction Suggested by Contractor:
Please described change below and value in terms
of cost reduction from the above stated total for
considerations by the OWNER. Not to be included
in Totals

DESCRIBE

Cost Saving Alternative if Any – (_____)

(BASE BID): Total of
Items above.

(\$_____)

(use figures)

Use Words

The Contractor price proposal for the subtotal of the Base Bid will include all activities and costs to complete the work as specified in the contract plans and specifications.

SECTION 2
Specifications



G.F. Johnston & Associates
Consulting Civil Engineers

**NORTH AND SOUTH
ABUTMENT
RECONSTRUCTION
Town of Mount Desert, ME
Project Scope and Specifications.**

Project Description

The work is the demolition and removal of the concrete base and cantilevered abutments for the marina and public float in Town of Mount Desert, Northeast Harbor. The Marina abutment is the North abutment, and the South abutment is the Public float access. The project requires one ramp and abutment always remain operational. Laydown space is available onsite, coordinated with Harbor Master. The project will require demolition of the cantilevered concrete structures, excavation, preparation of base, casting a leveling slab, providing granite and constructing a reinforced granite abutment with railings. The project is planned to Start March 15th of 2022.

SECTION 31 23 33 – TRENCHING AND BACKFILLING

PART 1 GENERAL

1.1 REFERENCES

1.2 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for geotextile fabric indicating fabric and construction.
- C. Samples: Submit Reports on Material Gradations
- D. Materials Source: Submit name of fill materials suppliers.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with State and Municipal standards.

1.5 FIELD MEASUREMENTS

- A. Verify field measurements of layout required for trench cut including backslope. Dig Safe site.

1.6 COORDINATION

- A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

1. FILL MATERIALS

General:

- a. Suitable materials: As shown on the Drawings or as specified.
- b. Unsuitable materials: Material containing excessive plastic clay, vegetation, organic matter, debris, pavement, stones or boulders over 6 inches in greatest dimension, and frozen material. Material which, in the opinion of the ENGINEER, will not provide a suitable foundation or subgrade.
- c. On-Site Material: Any suitable material from on-site excavation.
- d. Material for embankments and general fills may contain pieces of excavated ledge having a greatest dimension of up to 6 inches if approved by the ENGINEER.
- e. Inspection: The ENGINEER may inspect off-site sources of materials and order tests of these materials to verify compliance with these Specifications.

2. Aggregate Base: Aggregate for base shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of table 2.1 and meet MDOT "Standard Specification" Section 703.06 **Type A aggregate**.
3. Aggregate Subbase: Aggregate for subbase shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of table 2.1 and meet MDOT "Standard Specification" Section 703.06 **Type B aggregate**.
4. Common Borrow: Earth suitable for embankment construction free from frozen material, perishable rubble, peat and other unsuitable material.
5. Moisture content: Sufficient to provide required compaction and stable embankment but not exceeding 4% above optimum as determined using AASHTO T180, method C or D.
6. Select Backfill: Use Aggregate Base as permitted by Town and Engineer.

2.2 Woven Geotextile Fabric: Mirafi HP 370

A.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Grades indicated on Drawings and or as modified by Engineer and Owner.
 1. Owner and Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Call Local Utility Line Information service at Dig Safe consistent with State law before performing Work.
- B. Contact Town of Mount Desert to identify and Paint out utilities
 1. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours, and datum locations.

- D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- E. Protect bench marks, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- F. Maintain and protect above and below grade utilities indicated to remain.
- G. Establish temporary traffic control when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

- A. Excavate subsoil required for utilities to required base
- B. Tide Coordination required to protect work.
- C. Cut trenches to width indicated on Drawings, sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- D. Excavate bottom of trenches maximum pay width as indicted on plans. Shore as required.
- E. Do not interfere with 45 degree bearing of existing of foundations.
- F. OSHA Compliant trenching at all times.
- G. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered. Notify Engineer.
- H. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer
- I. Remove excess subsoil not intended for reuse, from site.

3.4 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers and compact as indicated under Products.
- D. Place material in continuous layers as follows:
 1. Sub base Fill: Maximum 12" compacted depth.
 2. Suitable Common Backfill Max. 12" inches compacted depth.
 3. Granular Fill: Maximum 6" compacted depth.

- E. Employ placement method that does not disturb or damage utilities in trench,
- F. Maintain optimum moisture content of fill materials to attain required compaction density.
- G. Do not leave trench cut open at end of day. Protect open trench to prevent danger to public

3.5 TOLERANCES

- A. Top Surface of Backfilling Under Paved Areas 0.50" from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 1" under non paved areas

3.6 FIELD QUALITY CONTROL

- A. Testing on Compaction as directed by Owner or Engineer.

END OF SECTION

SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROLS

1.1 REFERENCES

- A. MDEP Best Management Practices for Erosion Control Published 2004 as amended.

PART 2 PRODUCTS

- 1. Filter Fabric – Mirafi 140 N non-woven geotextile.
- 2. Hay Bales
- 3. Rock Check Dams
- 4. Catch Basin Temporary Filter Caps
- 5. Silt Boom Containment

2.2 SITE STABILIZATION – All erosion control to Town and MDEP standards and as directed by Engineer.

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
 - 1. During non-germinating periods, apply mulch at recommended rates.
 - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within during project duration.
- D. Stabilize diversion channels, sediment traps, and stockpiles immediately.
- E. Repair with loam and seed any and all properties adjacent to and within project limits.

2.3 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and before and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

2.4 CLEANING

- A. Sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. END OF SECTION

SECTION 02372

RIPRAP

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work of this section consists of furnishing and placing stone riprap for slope stabilization.

1.2 SUBMITTALS

- A. As specified in Section 01330.
- B. One 0.50-cubic-foot sample of stone proposed for use.
- C. Manufacturer's installation instructions for geotextile fabric.

PART 2 PRODUCTS

2.1 GEOTEXTILE FABRIC: MIRAFI HP 370 OR APPROVED EQUAL

2.2 KEYED RIPRAP 12" DIAMETER AND 18" DIAMETER

- A. Follow Standard Specifications for construction of Roads and Bridges on Federal Highway Projects, FP-96, 1996, Section 705.02, Class 6, as further restricted by the Construction Drawings.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate slope foundation as shown in the drawings. Obtain Contracting Officer's approval of foundation before placing geotextile fabric or riprap. Repair or replace fabric that has been damaged due to stone placement. Re-lay fabric that becomes displaced during stone placement.

3.2 GEOTEXTILE FABRIC

- A. Place on smooth, uniform slope, loosely enough to permit keying. Follow Standard Specifications for construction of Roads and Bridges on Federal Highway Projects, FP-96, 1996, Sections 207.01-207.03 and 207.05-207.06.

3.3 KEYED RIPRAP

- A. Follow Standard Specifications for construction of Roads and Bridges on Federal Highway Projects, FP-96, 1996, Sections 251.01-251.05 and 251.07.

PART 4 MEASUREMENT AND PAYMENT

4.1 RIPRAP

- A. Measurement will be by the Cubic Yard and payment will be included in the bid item to which the work relates.

610.01 Description This work shall consist of excavating for and constructing a protective covering of stone. The types of protective covering of stone are designated as follows:

- a. Stone fill Machine placed embankment for fill slope
- b. Plain Riprap Machine placed stones on earth bedding
- c. Hand Laid Riprap Hand placed stones on earth bedding
- d. Stone Blanket Machine placed stones around piers and Abutments
- e. Heavy Riprap Machine placed stones on earth bedding
- f. Stone Ditch Protection Machine placed ditch protection of rock

610.02 Materials

Materials shall meet the requirements of the following Sections of

Division 700 - Materials:	703.25
Stone Fill	703.25
Plain and Hand Laid Riprap	703.25
Stone Blanket	703.25
Heavy Riprap	703.25
Stone Ditch Protection	703.25

610.31 General Suitable material removed when excavating the placing of riprap, stone fill, stone blanket or stone ditch protection shall be used in the formation of embankments, subgrade and for backfilling as shown on the plans or as directed.

610.32 Placing Stones

a. Stone Fill and Stone Blanket Material for stone fill shall be deposited to provide a compact mass. The exposed slope shall be finished to the line and grade required without special handling or handwork. Material for stone blanket shall be deposited for protection around piers or abutments as shown on the plans. The stones shall be placed individually to form a reasonably compact mass. Spaces between the larger stones shall be filled with stone or spall of suitable size to leave an even surface conforming to the contour required.

b. Riprap Stones for riprap shall be placed upon a slope properly graded and compacted as called for. When required, the bottom of the riprap shall be placed in a trench at the toe of the slope. Plain riprap shall be placed full depth in one operation without special handwork and shall be placed approximately true to the required slope line and grade and be uniform in appearance. Hand laid riprap shall be random rubble, hand laid stones for the full depth placed in one operation to secure interlocking of all face stones and stones placed as backing. Larger stones shall be laid at the base of the slope. The stones shall be laid in close contact with the longer axis perpendicular to the plane of the slope to stagger joints. Except when required to be grouted the openings between the stones in all riprap shall be filled with spall, or rocks securely rammed into place.

Stones for heavy riprap shall be placed to the full depth in one operation without special handwork or machine work upon a properly graded and compacted slope. Above the low water elevation, stones shall be placed to form an approximate uniform surface, free from humps or depressions, with no excessively large stones projecting from the general surface.

Loose stones or excessively large stones tending to extend above the average general surface shall be embedded, reoriented, or discarded. The openings between stones on the face of heavy riprap shall be filled with spall or small rocks, securely rammed into place.

610.5 Method of Measurement Stone fill, plain riprap, hand laid riprap, stone blanket, heavy riprap and stone ditch protection will be measured by the cubic meter [cubic yard], complete in place, except that when placed under water the quantity may be measured by truck load count with no reduction in volume.

610.6 Basis of Payment The accepted quantities of stone fill, plain riprap, hand laid riprap, stone blanket, heavy riprap and stone ditch protection and materials to fill the voids will be paid for at the contract unit price per cubic meter [cubic yard] complete in place.

Costs of all required excavation below the slope line for the placement of bedding, riprap, stone fill, stone blanket, stone ditch protection and for furnishing and placing the bedding material itself, will be considered incidental to the contract items and no separate payment will be made.

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. . Provide all cast-in-place concrete work, including:
Concrete Base for Stone work

1.2 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following codes, Specifications and standards, except where more stringent requirements are shown or specified:

ACI "Manual of Concrete Practice".

1.3 SUBMITTALS

A. Material Certificates:

1. Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer.
2. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with, or exceeds, specified requirements.

PART 2-PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: ANSI/ASTM C 150, Type II. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

B. Normal Weight Aggregates:

1. ANSI/ASTM C 33, and as herein specified.
2. Provide aggregates from a single source for exposed concrete.
3. Local aggregates not complying with ANSI/ASTM C 33, but which have shown by special test or actual service to produce concrete of adequate strength and durability, may be used when acceptable to the Engineer.

C. Water: Potable.

D. Air-Entraining Admixture- ANSI/ASTM C 260.

E. Water-Reducing Admixture: ANSI/ASTM C 494, Type A, and containing not more than 1% chloride ions.

F. High Range Water Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G and containing not more than 1 % chloride ions.

G. Calcium chloride not permitted.

2.02 RELATED MATERIALS

A. Non-Shrink Grout:

1. CRD-C 621 (ASTM C1107), factory pre-mixed grout with minimum 1000 psi compressive strength in 1 day and 5000 psi compressive strength in 28 days as tested per ASTM C109.
2. Equal to Sikagrout 212, or Masterflow 928.

B. Bonding Agent: 2-component, solvent-free, moisture insensitive structural epoxy adhesive complying with ASTM C-881, Type II, Grade 2, Class C, unless otherwise acceptable to Engineer. AC100 or Equal to "Sikadur 32, Hi-Mod", by Sika Coip., or Concrete Liquid LPL by Master Builders.

A. Design mixes to provide normal weight concrete with the following properties.

1. General Use Concrete if not otherwise identified on plans:

- Type II Portland Cement.
- Min. 28 day compressive strength: 4500 psi.
- Max. water/cement ratio: 0.45.
- Min. cement content: 564 lbs per cubic yard.
- Slump: Concrete for general use: not less than 1 not more than 4".
- Sloping surfaces: slump not more than 3".
- Concrete with high range water reducer (HRWR) admixture: not more than 8".
- Max. aggregate size: 3/4".
- Air Content: 6% +/- 1 % by volume for 3/4" aggregate.
- Flyash shall be Class F and shall not exceed 10% cement content, meeting ASTM C618.

2.04 CONCRETE MIXING

A. Job-Site Mixing:

1. Mix materials for concrete in appropriate drum type batch machine mixer.
2. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
3. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yds., or fraction thereof.

B. Ready-Mix Concrete:

1. Comply with requirements of ANSI/ASTM C 94, and as herein specified.
2. Water may be added for retempering provided maximum permissible slump and maximum water cement ratio is not exceeded. Do not make additions without notifying the Engineer.

3. Additional field tests and compressive test specimens may be required.
4. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

C. Maximum Delivery Time:

1. 1 1/2 hours below 85°F, or
2. When air temperature is between 85° F and 90° F. reduce mixing and delivery time from 1 1/2 hours to 75 minutes, or
3. When air temperature is above 90° F, reduce mixing and delivery time to 60 minutes.
4. Calculation of delivery time shall start at the point that water is first added to the mix.

PART 3 - EXECUTION

3.1 PREPARATION OF CONCRETE SURFACES

- A. Chip and scarify existing concrete surfaces over or against which new concrete or grout will be placed.
- B. Clean and etch existing concrete surfaces over which specialty concrete surfaces will be bonded. Use etching material and procedure required by manufacturer of specialty mix products.

3.2 CONCRETE PLACEMENT

A. General:

1. Comply with ACI301, and these specifications.

B. Cold Weather Placing: .

1. Comply with ACI 306 Cold Weather Concreting. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and

aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement.

2. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures.
3. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
4. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators.

C. Hot Weather Placing:

1. Comply with ACI 305R when hot weather conditions exist that would impair quality and strength of concrete.
2. Maintain concrete temperature at time of placement below 90°F (32°C).
3. Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing,

D. Wet Weather Placing:

1. Accelerants permitted to address tides, submittal required on any admixtures
2. Contractor is responsible to assure weather is appropriate prior to concrete pour.
3. Cover and protect placed concrete from damage following pour
4. Remove all concrete placed in wet weather as directed by Engineer.

3.03 CONCRETE CURING AND PROTECTION

A. General:

1. Comply with ACI 301.

03300-5

OA1582

2. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. -
3. Start curing as soon as free water has disappeared from concrete surface after placing and finishing.
4. Where water cure is utilized, keep continuously moist for not less than 7 days or until 70% of design strength is attained.
5. Where curing compounds are utilized, begin curing procedures immediately following final finishing procedures and before concrete has dried.

END OF SECTION

03300-6

**SPECIAL
PROVISIONS**
SECTION 355113

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Work described by this Section consists of all materials and equipment necessary for construction and installation as indicated in the Contract Documents and includes but is not limited to all items on plans and as specified in the “**Schedule of Items**”

1.2 Quality Assurance

A Reference Standards:

1. American Concrete Institute Manual of Concrete Practice
2. ACI 318-08 Building Code Requirements for Structural Concrete
3. Natural Stone Institute for Stone Tolerances and Specifications
4. American Institute of Steel Construction
5. American Society for Testing Materials:
6. A123 Specification for zinc coatings on iron and steel products
7. A153 Specification for zinc coatings on iron and steel hardware

1.3 SUBMITTALS

- A. Submit Stone Sample with Finish
- B. Concrete Mix Design
- C. Hardware, Turnbuckles, Anchors and Pins
- D. Guard and Hand Rail Shop Drawing/Specifications
- E. Materials for Earthwork Gradation, Stone and Gravel

1.4 PERFORMANCE

- A. The abutments will be used on a year round basis following construction, One abutment operational during construction.
- B. The abutments are intended to be operational for a minimum of 75-years with a normal maintenance and for an extended period with refurbishment.

1.5 WARRANTY

- A. The Abutment Contractor shall provide a warranty against defects and component failure for a period of 2 years from the date of Substantial Completion of the project and may if requested participate in an annual inspection of the installed system during the warranty period.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

2.2 MATERIALS

- A. Stone : Stone selected by Harbor Committed is Buell Quarry contact is Alyssa Buell alyssa@tbstone.me.
 - B. The stone shall tolerances for dimensions are within ½” shown on plans, all stone shall be sawn top, sawn bottom, sawn butt ends for tight joints. . Exterior face shall be split as interior(hidden face) shall be split. Pinning holes shall be pre-drilled
-

PART 3 – EXECUTION

3-1 INSTALLATION - GENERAL

A. DELIVERY:

1. Materials shall not be delivered to the site until all space has been accommodated onsite with ongoing working waterfront, ENGINEER and Harbor Master and Contractor to coordinate onsite.

PART 4 – MEASUREMENT AND PAYMENT

The abutment repair shall be paid in full per unit constructed on site complete, including provision, modification and assembly of all hardware materials as necessary, along with delivery of the completed project to Owner for use. Progress payments with retainage as specified in contract documents will be made upon written request of Contractor.

SECTION 3 - General Information

RESERVED.

BID OPENING VIRTUAL ADDRESS

Town of Mount Desert, North and South Abutment Bid Opening
Fri, Dec 17, 2021 2:00 PM - 3:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/214136197>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 214-136-197

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/214136197>