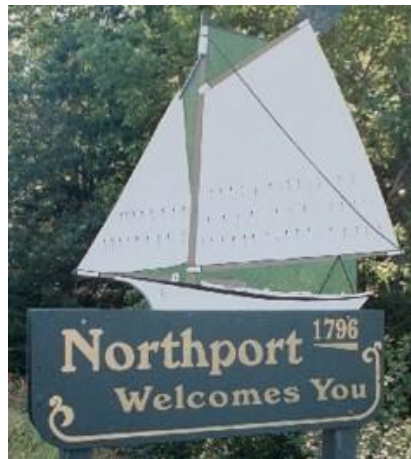


TOWN OF NORTHPORT

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BAYVIEW PARK SHORELINE STABILIZATION PROJECT



**Town of Northport
16 Beech Hill Road
Northport, ME 04849**

May 14, 2026

Prepared By:

Gartley & Dorsky
ENGINEERING & SURVEYING

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BAYVIEW PARK SHORELINE STABILIZATION
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**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
INTRODUCTION**

1. GENERAL

A. This CONTRACT covers the BAYVIEW PARK Shoreline Stabilization project in the Town of Northport. This CONTRACT covers all work to be performed.

B. Scope of work, to include, but not limited to:

BASE BID:

Includes but is not limited to the stabilization of ±134' of shoreline with new stone revetment, extend the existing 18" CMP and 4" PVC pipe as shown on sheet C1, remove existing wooden ramp, add new stone steps with handrail, removal of existing vegetation as shown and required, 4" loam and mulch in the landscape area and 4" loam, mulch and seed in all other disturbed areas, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

2. DEFINITIONS

A. Definitions shall be as listed in the Agreement. "OWNER" shall mean Town of Northport, acting through or by its authorized representative.

3. SCHEDULE

A. Construction shall be substantially complete in accordance with the following schedule:

Bids Due:	Friday, June 19, 2026 @ 12:00 PM
Anticipated Award:	Monday, June 22, 2026 after 6:15 PM
Construction Start Date:	October 15, 2026
Project Completion Deadline:	Construction must be completed six (6) weeks after commencement, and no later than December 15, 2026

4. OTHER CONSIDERATIONS

A. Bidders are advised of the requirement to maintain effective protection of Town and Northport Village Corporate ("NVC") property, adjacent private property, building occupants, pedestrians and vehicular traffic at all times.

B. Bidders are responsible for obtaining permission from the NVC to access NVC property to perform the work.

C. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the site conditions and 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 its BID. Bidder shall be responsible for preparing quantities and takeoffs.
- D. Attention is drawn to the requirement to reconstruct all disturbed areas to their existing condition on the property. Reconstruction of disturbed areas shall include but not be limited to replacement of plantings (except as specified), surface materials, signage, finishes, etc. All work shall be performed as part of the LUMP SUM bid.
- E. Alternative bond forms prepared by a bonding agent will be acceptable.
- F. Except when otherwise stated, the amount of insurance for each policy shall be not less than:
1. Liability for bodily injury, including accidental death:
 - (1) \$2,000,000 for any one person and (2) \$2,000,000 for each accident.
 2. Liability for Property Damage:
 - (1) \$2,000,000 for any accident and (2) \$2,000,000 for all accidents.

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
NOTICE AND INFORMATION TO BIDDERS**

BID DUE DATE

The Town of Northport will receive sealed bids for a project entitled: **“BAYVIEW PARK Shoreline Stabilization”** on or before Friday, June 19, 2026, at 12:00 PM at the Town Office located at 16 Beech Hill Rd, Northport, Maine 04849. At which time, the bids received will be opened and read aloud. All bids shall be in accordance with the NOTICE AND INFORMATION TO BIDDERS, ALL PLANS LISTED IN THE DRAWING INDEX, BID FORM, CONTRACT AGREEMENT, OFFER AND AWARD, SPECIAL CONDITIONS, ADDENDA and SPECIFICATIONS. All of the bid documents are a material part of this NOTICE and are incorporated by reference into this NOTICE.

BID BOOK AND PLANS

Bid packages will be made available by the Town of Northport. Hard copies of the bid package will be available at the Town Office and electronic copies on the Town’s website at northportmaine.org.

QUESTIONS

Project-specific questions, identification of discrepancies, and/ or omissions from the project documents shall be requested in writing or emailed to James Kossuth – Town Administrator, Town of Northport, 16 Beech Hill Road, Northport, ME 04849 or at administrator@northportmaine.org. Questions received less than two (2) days in advance of the Bid Due Date will not be answered. Prior to the award of the contract, no other person has been authorized to make any oral modifications or changes in the terms and specifications of this NOTICE. Bidders shall not contact any other staff for clarification of Contract provisions, and Owner will not be responsible for any interpretations so obtained. The Town will provide additional written clarification concerning the issues raised in the NOTICE to all prospective “bidders” no later than two (2) days prior to the bid due date.

BID REQUIREMENTS

For purposes of this BID NOTICE and all Project documents, the term "bidder" shall mean any person, company or organization submitting a Proposal pursuant to this NOTICE and the term "bid" shall mean a Proposal submitted by a bidder. Each Bid must be made upon blank forms provided in the Request for Bid provided by the Town of Northport and must be accompanied by a bid bond at five (5) percent of the bid amount as a bid guarantee. A Contract Performance Surety Bond and Contract Payment Surety Bond each in the amount of 100 percent of the Contract price, will be required of the successful Bidder. Contractor will pay the Town of Northport the amount of \$150.00 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract document.

In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the Town’s premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or the Town policies against sexual harassment and discrimination, and shall not engage in, and shall report to the Town, any criminal or nefarious conduct on the property.

All deviations from the contract documents must be noted in detail by the bidder, in writing, at the time of submitting the formal bid. Bidders are expressly informed that any material deviation from the contract documents may be a basis for rejection of the Proposal at the time the Town considers an award of the contract.

At the time of the opening of proposals, each bidder shall be presumed to have read and be thoroughly familiar with the construction plans in this BID NOTICE and all enclosures. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the Proposal submitted. Any bidder to whom a contract is awarded shall be responsible for observing applicable standards for fair employment practices and work safety.

BONDING

Each bid must be made upon blank forms provided in the Request for Bid provided by the Town and must be accompanied by a bid bond of five (5) percent of the bid amount as a bid guarantee or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the required amount payable to the Town of Northport as a Bid Guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

BID AWARD AND PROJECT SCHEDULE

The Select Board reserves the right to accept or reject any or all bids, and to modify the scope of work and terms of the Contract prior to awarding the bid. The bid will be awarded to the lowest responsive & responsible Bidder, while taking into consideration project experience and familiarity with the contractor. Bid results will be provided to Bidders upon request.

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
BID FORM**

The undersigned Bidder acknowledges receipt of the NOTICE AND INFORMATION TO BIDDERS, ALL PLANS LISTED IN THE DRAWING INDEX, BID FORM, CONTRACT AGREEMENT, OFFER AND AWARD, SPECIAL CONDITIONS, ADDENDA and SPECIFICATIONS respectively and hereby proposes to provide the work. Provide lump sum bid price for the work to be completed by the dates indicated on the bid schedule.

Base Bid for Improvements –

Includes but is not limited to the stabilization of ±134' of shoreline with new stone revetment, extend the existing 18" CMP and 4" PVC pipe as shown on sheet C1, remove existing wooden ramp, add new stone steps with handrail, removal of existing vegetation as shown and required, 4" loam and mulch in the landscape area and 4" loam, mulch and seed in all other disturbed areas, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

BID PRICE

BASE BID:

\$ _____

Name of Individual / Company: _____

Address: _____

Printed Name of Person Signing Form: _____

Telephone: _____

Email: _____

Signature: _____

Date: _____

Completion Date Acknowledged: _____ (initial)

Addenda Acknowledged: _____ (initial)

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
AGREEMENT**

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Town of Northport – BAYVIEW PARK Shoreline Stabilization

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Gartley & Dorsky Engineering & Surveying, Inc.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before six (6) weeks after commencement, and no later than December 15, 2026, and completed and ready for final payment in accordance with Article 6, below.

- 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$150.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages in Section 4.03 above, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment by submitting an invoice to the Owner by email at administrator@northportmaine.org. Applications for Payment will be processed by Owner for the next Select Board meeting (second and fourth Monday of each month).

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 2nd and 4th Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work by the Owner, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor is aware of all federal, state, and local permits that may apply to the Work, if any, and Contractor assumes sole responsibility for obtaining same.
 - C. Contractor is aware of the NVC's permitting requirements and assumes sole responsibility for obtaining that permission.
 - D. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - F. Contractor has carefully studied the Site and all drawings of physical conditions relating to existing surface or subsurface structures.
 - G. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - H. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - I. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- J. Contractor will contact DigSafe before commencing work to confirm the location of underground utilities, if any.
- K. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- M. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. Other bonds
 - a. None Noted
 - 5. Special Conditions
 - 6. Specifications
 - 7. Drawings and items listed on the attached Drawings & Additional Item Index
 - 8. Addenda
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented in writing by Owner and Contractor.

ARTICLE 10 – MISCELLANEOUS10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Agreement and the Special Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
DRAWING & ADDITIONAL ITEM INDEX**

<u>DRAWING NO.</u>	<u>TITLE</u>
C1	Town of Northport BAYVIEW PARK: Proposed Shoreline Stabilization Plan — April 8, 2026
C2	Town of Northport BAYVIEW PARK: Proposed Shoreline Stabilization Section— April 8, 2026
V1	Town of Northport BAYVIEW PARK: Topographic Survey – February 21, 2024

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
ADDENDA & MODIFICATIONS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretations or questions, to be given consideration, must be received in the Engineer's office not later than the date specified in the Bidder's information. Any and all such interpretations and any supplemental instructions pertaining to General Bidders, will be in the form of written Addenda to the CONTRACT DOCUMENTS, which, if issued, will be sent by the Engineer to all persons on record as having received a complete set of CONTRACT DOCUMENTS (at the respective addresses furnished for such purposes). Such Addenda will be issued not later than 48 hours prior to time set for opening of General Bids.

- B. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under their bid as submitted. All Addenda so issued shall become part of the CONTRACT DOCUMENTS.

**TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges their responsibility to ensure they have received all Amendments to the Bid Package. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. Bid Amendments will not be posted any later than noon the day before the 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

TOWN OF NORTHPORT
BAYVIEW PARK SHORELINE STABILIZATION
SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 HOURS OF OPERATION

- A. Regular work hours shall be at the Contractor's option. No work shall be performed prior to 7 a.m. local time, and all work shall end by 7 p.m. local time or dusk, whichever is earlier.

1.2 SCHEDULE OF OPERATIONS

- A. No work is to be performed on Sundays. The Contractor shall provide a construction schedule indicating when access to the site shall be restricted.
- B. The Contractor shall, in good workmanlike manner, perform, or cause to be performed, all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to complete all the work required by this Contract, in accordance with the provisions of the Contract Documents, including all sub-divisions thereof, and in accordance with the directions of the Engineer as given from time-to-time during the progress of the work. Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

1.3 ACCIDENT PREVENTION

- A. Comply with the American National Standards Institute (ANSI) and the American Society of Safety Engineers (ASSE) A10.33 Safety and Health Program Requirements for Multi-Employer Projects. The Field Superintendent of the Contractor shall conduct regular and frequent inspections of the site for compliance with these safety regulations, stating in writing to the Engineer each time that Contractor has done so.

1.4 COORDINATION OF THE WORK

- A. The Contractor and all his Subcontractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their respective work and for the storage of their materials and equipment. The Contractor shall be responsible for coordination.
- B. Each Subcontractor shall assume responsibility for the correctness and adequacy of his work. Each Subcontractor shall be responsible for and pay all damages done by his work or his workmen.
- C. The Contractor shall cooperate with, and provide access and working area to the Owner's Contractors for the performance of specific work assigned to them.