

CITY OF BATH  
INVITATION TO BID

The City of Bath is receiving bids from contractors to furnish materials and install a septic system for Springview Condominium Association in the City of Bath, Maine. A portion of the work will be funded by the DEP Small Community Grant Program and the work will be subject to special requirements of the DEP.

Bid Documents may be obtained online at <https://www.cityofbathmaine.gov/RFPsandBids>. To schedule a pre-bid site walk or for more information about the project, please contact the Community and Economic Development Office at (207) 443-8330.

Bidders must have a minimum 3 years' experience in septic system installation and provide 3 references related to septic system installations. Qualified Disadvantaged Business Enterprises are encouraged to bid. Sealed bids marked "2023 City of Bath Septic System Bid" must be received at the municipal building by 4:00 pm, Thursday August 31, 2023, at which time they will be opened. The City reserves the right to accept or reject any or all bids.

150.00 FEE - NO INSPECTION DEPOSIT PER J. MULLIGAN  
 CHECK # 40580 BY CITY OF BATH

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM** Maine Dept. Health & Human Services  
 Div of Environmental Health, 11 SHS  
 (207) 287-6672 Fax: (207) 287-4172

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	BATH	Town/City	BATH
Street or Road	SPRING VIEW LANE	Permit #	3085
Subdivision, Lot #		Date Permit Issued	7/19/23
<b>OWNER/APPLICANT INFORMATION</b>		Fee: \$	150.00
		Double Fee Charged <input type="checkbox"/>	
Name (last, first, MI)	SPRING VIEW CONDO ASSOC.	Local Plumbing Inspector Signature	Sconi
Mailing Address of Owner/Applicant	AIME ALMASI, PRESIDENT 25 SPRING VIEW LANE UNIT 5 BATH ME 04530	L.P.I. #	931
Daytime Tel. #	504-2646	<input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
<b>OWNER OR APPLICANT STATEMENT</b>		<b>CAUTION: INSPECTION REQUIRED</b>	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Aime Almasi 6-8-23 Signature of Owner or Applicant Date		(1st) date approved	
		Local Plumbing Inspector Signature (2nd) date approved	

PERMIT INFORMATION		
<b>TYPE OF APPLICATION</b> <input type="checkbox"/> First Time System <input checked="" type="checkbox"/> Replacement System Type replaced: <u>PLASTIC</u> Year installed: <u>2000</u> <input type="checkbox"/> Expanded System a. <25% Expansion b. >25% Expansion <input type="checkbox"/> Experimental System <input type="checkbox"/> Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input type="checkbox"/> No Rule Variance <input type="checkbox"/> First Time System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input checked="" type="checkbox"/> Replacement System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> Minimum Lot Size Variance <input type="checkbox"/> Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input checked="" type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) a. Pre-treatment, specify: _____ b. Miscellaneous Components
<b>SIZE OF PROPERTY</b> <u>8</u> SQ. FT. ACRES	<b>DISPOSAL SYSTEM TO SERVE</b> <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: _____ <input checked="" type="checkbox"/> Other: <u>8 2BR CONDO UNITS</u> (specify) Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped	<b>TYPE OF WATER SUPPLY</b> <input checked="" type="checkbox"/> Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Regular b. Low Profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: CAPACITY: <u>4000 GAL.</u> <u>4 x 1000</u>	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device a. cluster array <input type="checkbox"/> b. Linear <input checked="" type="checkbox"/> 4. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 5. Other: SIZE: <u>6720</u> sq. ft. (lin. ft.)	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	<b>DESIGN FLOW</b> <u>1440</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities <u>8 x 180 GPD</u> <input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>B, D</u> at Observation Hole # <u>TP2</u> Depth <u>10"</u> of Most Limiting Soil Factor	<b>DISPOSAL FIELD SIZING</b> <input type="checkbox"/> 1. Medium---2.6 sq. ft. / gpd <input type="checkbox"/> 2. Medium---Large 3.3 sq. ft. / gpd <input checked="" type="checkbox"/> 3. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large---5.0 sq. ft. / gpd	<b>EFFLUENT/EJECTOR PUMP</b> <u>USE</u> <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input checked="" type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	<b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>43</u> d <u>56</u> m <u>13</u> s <u>82</u> Lon. <u>69</u> d <u>51</u> m <u>19</u> s <u>00</u> if g.p.s, state margin of error: _____

SITE EVALUATOR STATEMENT		
I certify that on <u>1-5-23</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).		
<u>Mark Cenci</u> Site Evaluator Signature	<u>262</u> SE #	<u>1-14-23</u> Date
<u>MARK CENCI</u> Site Evaluator Name Printed	<u>329-3524</u> Telephone Number	E-mail Address

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

BATH

Street, Road, Subdivision

SPRING VIEW LAKE SPRING VIEW CONDO

Owner or Applicant Name

CONDO BUILDINGS

SITE PLAN

Scale 1" = 40 ft.

SITE LOCATION PLAN  
(map from Maine Atlas recommended)

WHISKEY RD

EDGE RD

SPRING VIEW

SITE

PUMP

NEW

2" DIA. LINE

PAVEMENT PARKING

7:1

EAP STAKE

TP 1

TP 2

WELL

DRIVEWAY

10% 115' TO ROAD

\* NOTES

- 2 SEPTIC TANKS ARE IN THE REAR OF THE BUILDING.
- INSTALL A VALVE IN THE PUMP STATION TO ALLOW ALTERNATE DISPOSAL OF THE NEW DISPOSAL AREA AND THE EXISTING PLASTIC CHAMBERS AFTER A REST OF 2 YEARS.
- USE THE WELL IN THE REAR OF THE BUILDING

## SOIL PROFILE DESCRIPTION AND CLASSIFICATION

(Location of Observation Holes Shown Above)

Observation Hole # TP-1  Test Pit  Boring

Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 SANDY		DK BRN	
6 LOAM		BROWN	
12 FILL		BROWN	
18 SAND	FRIABLE	Light BROWN	FEW
24	FIRM		

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
3	C	7-10	15	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole # TP-2  Test Pit  Boring

Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 VERY FINE		DK BRN	
6 FINE	FRIABLE	BRN	
12 SANDY		BROWN	
18 LOAM	FIRM	BROWN	FEW
24 TO SILT			
30 LOAM			

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
8	D	7-10	10	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

*Mark Pen*  
Site Evaluator Signature

262  
SE #

1-14-23  
Date

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Department of Human Services  
 Division of Health Engineering, Section 10  
 (207) 287-5672 Fax: (207) 287-3165

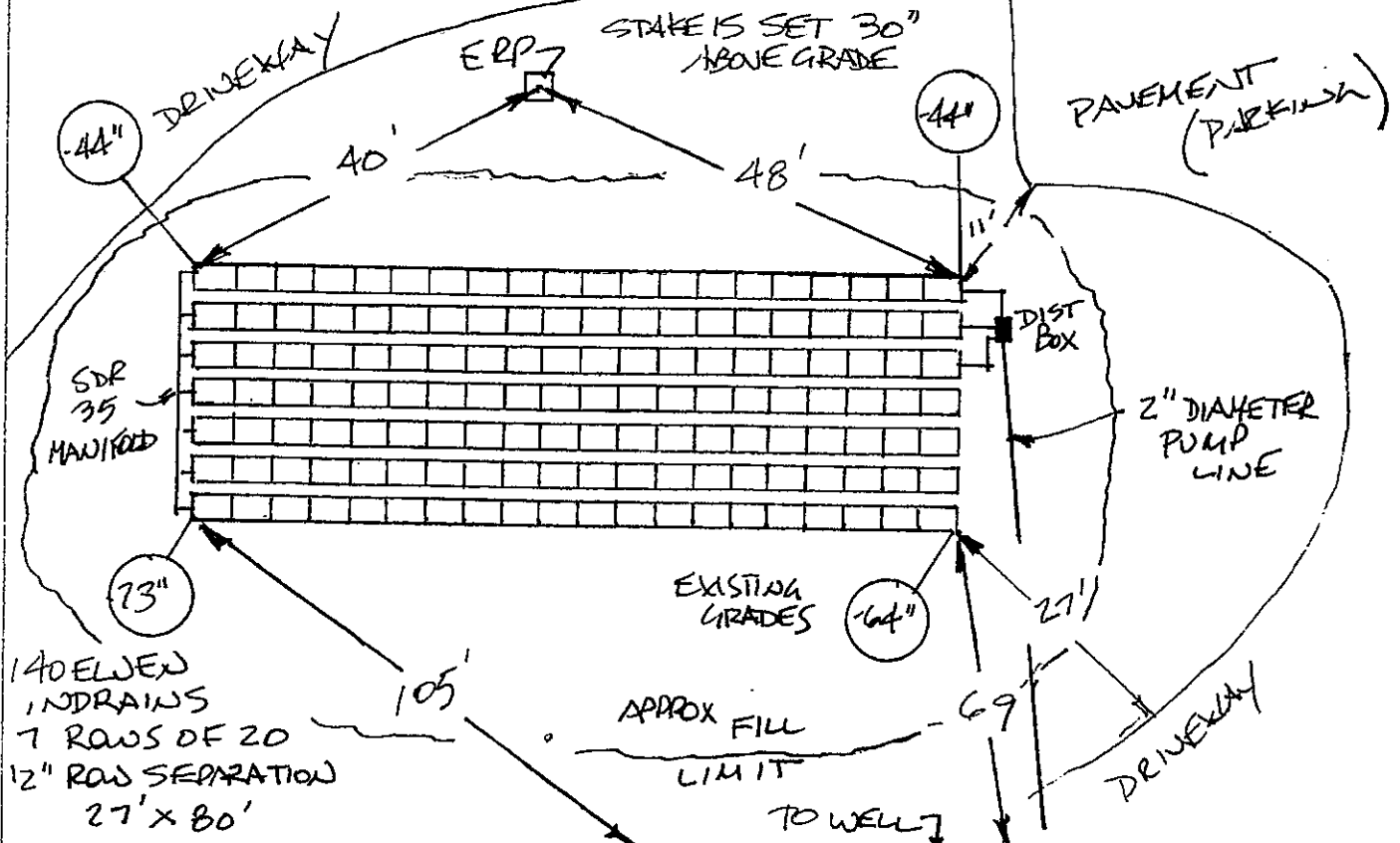
Town, City, Plantation  
**BATH**

Street, Road, Subdivision  
**SPRING VIEW LANE**

Owner or Applicant Name  
**SPRING VIEW CONDO**

**SUBSURFACE WASTEWATER DISPOSAL PLAN**

Scale: 1" = 20 ft

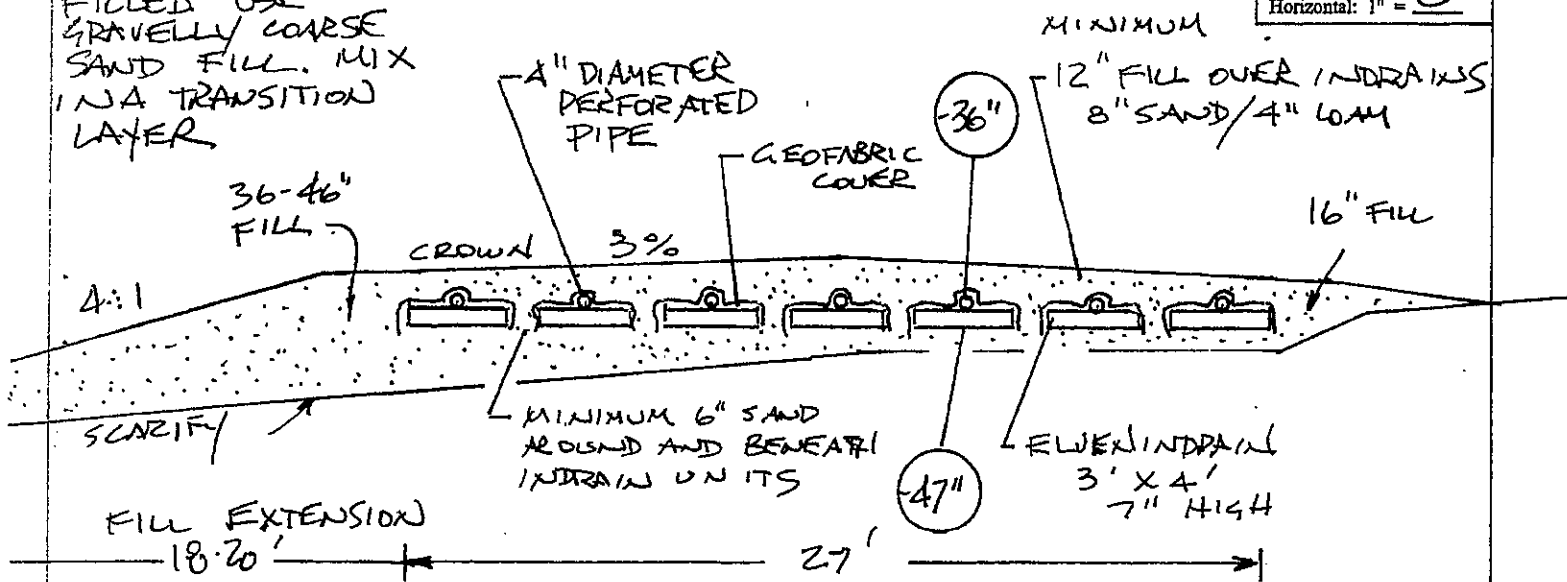


BACKFILL REQUIREMENTS ABOVE GRADE	CONSTRUCTION ELEVATIONS	ELEVATION REFERENCE POINT
Depth of Backfill (upslope) 16"	Finished Grade Elevation -28'	Location & Description: TOP OF WOOD GRADE STAKE SET 30"
Depth of Backfill (downslope) 36-46"	Top of Proprietary Device -36"	Reference Elevation is 0.0' or HIGH
	Bottom of Disposal Field =47'	

SCARIFY ALL GROUND TO BE FILLED USE GRAVELLY COARSE SAND FILL. MIX IN A TRANSITION LAYER

**DISPOSAL FIELD CROSS SECTION**

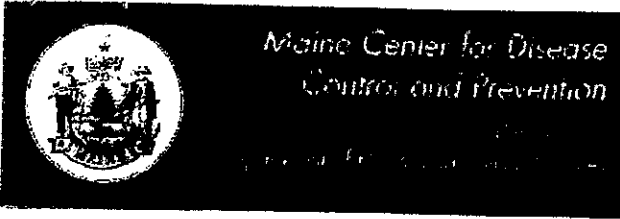
Scales:  
 Vertical: 1" = 6'  
 Horizontal: 1" = 6'



Site Evaluator Signature  
*[Signature]*

SE #  
 262

Date  
 1-14-23



Department of Health and Human Services  
 Maine Center for Disease Control and Prevention  
 286 Water Street  
 # 11 State House Station  
 Augusta, Maine 04333-0011  
 Tel: (207) 287-5672  
 Fax: (207) 287-4172; TTY: 1-800-606-0215

## SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

<b>GENERAL INFORMATION</b>		Town of <u>BATH</u>
Property Owner's Name: <u>SPRING VIEW CONDO ASSOC.</u>	Tel. No.: <u>504-2646</u>	
System's Location: <u>SPRING VIEW LANE</u>		
Property Owner's Address: <u>AIME AMASI PRES CONDO ASSOC.</u>	Zip Code <u>04530</u>	
e-mail address: <u>25 SPRING VIEW LANE UNIT 5 BATH, ME 04530</u>		

The subsurface wastewater disposal system design for the subject property requires a  replacement system variance  first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires  local approval  local and state approval.

<b>SPECIFIC VARIANCE REQUESTED</b> (To be filled in by Site Evaluator. Use additional sheets if needed.)	<b>SECTION OF RULE</b>
1. <u>115' SETBACK TO POND FROM DISPOSAL AREA</u>	<u>TABLE 8B</u>
2. <u>69' SETBACK TO WELL (THAT WILL BECOME THE</u>	
3. <u>SECONDARY WELL FOR THE RESIDENTS)</u>	
<b>SITE EVALUATOR</b>	
<p>When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.</p> <p><u>THE EXISTING 2000 PLASTIC CHAMBER SYSTEM IS FAILING. THE NEW SITE WILL ALLOW THE OLD SYSTEM TO BE RE-USED ALTERNATING YEARS AFTER A TWO YEAR REST. SPACE IS NOT AVAILABLE OTHERWISE</u></p>	
<p>I, <u>MARK CENCI</u>, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.</p>	
<u>[Signature]</u>	<u>1-14-23</u>
SIGNATURE OF SITE EVALUATOR	DATE

<b>PROPERTY OWNER</b>
<p>I, <u>AMIE ALMASI</u>, am the <input type="checkbox"/> owner <input checked="" type="checkbox"/> agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.</p>
<p><u>[Signature]</u></p> <p><input type="checkbox"/> SIGNATURE OF OWNER  <input checked="" type="checkbox"/> AGENT FOR THE OWNER</p>
<u>6-8-23</u>
DATE

**LOCAL PLUMBING INSPECTOR - Approval at local level**

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, \_\_\_\_\_, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system ( does  does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I ( do  do not) approve the requested variance. I ( will  will not) issue a permit for the system's installation as proposed by the application.

\_\_\_\_\_  
LPI Signature

\_\_\_\_\_  
Date

**LOCAL PLUMBING INSPECTOR - Referral to the Department**

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, Scott Davis, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system ( does  does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I ( do  do not) recommend the issuance of a permit for the system's installation as proposed by the application.

Scott Davis  
LPI Signature

6.26.23  
Date

**FOR USE BY THE DEPARTMENT ONLY**

The Department has reviewed the variance(s) and ( does  does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

\_\_\_\_\_  
SIGNATURE OF THE DEPARTMENT

\_\_\_\_\_  
DATE

- Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)
2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

**SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).**

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile		
Depth to Groundwater/Restrictive Layer		
Terrain		
Size of Property		
Waterbody Setback		
Water Supply		
Type of Development		
Disposal Area Adjustment		
Vertical Separation Distance		
Additional Treatment		
<b>TOTAL POINT ASSESSMENT:</b>		

Minimum Points (Check One):  Outside Shoreland Zone-50  Inside Shoreland Zone-65  Subdivision-65

Janet T. Mills  
Governor

Jeanne M. Lambrew, Ph.D.  
Commissioner



Maine Department of Health and Human Services  
Maine Center for Disease Control and Prevention  
11 State House Station  
286 Water Street  
Augusta, Maine 04333-0011  
Tel: (207) 287-8016; Fax (207) 287-9058  
TTY: Dial 711 (Maine Relay)

June 27, 2023

Town of Bath  
Scott Davis  
55 Front St.,  
Bath, Maine 04530

Subject: Approval, Replacement System Variance Request, Spring View Condo. Assoc.  
Property, Spring View Lane, Bath, Maine. Mailing Address Of: C/O Aime Almasi-President, 25  
Spring View Lane, Unit 5, Bath, Maine.

Scott,

We have completed our review of an HHE-200 Form dated 01-14-2023 for the property at  
Spring View Condo. Assoc., Bath, Maine. The design is a non-engineered disposal field only  
with 4-1000-gallon septic tanks for 8-2 bedroom condo units a designed by Marc Cenci, SE#  
262 on 01-14-2023.

The variance requested which is not within the LPI's authority is from the disposal field to the  
secondary potable water supply of 69 feet.

The variances requested that is within the LPI's authority is from the disposal field to a minor  
water course of 115 feet.

The variance request has been submitted because topography and existing development limit the  
potential of the system location and the system design prepared by Marc Cenci, SE# 262 on  
01-14-2023 is otherwise found to be in compliance with the Maine Subsurface Wastewater  
Disposal Rules.

We approve the local requested variance with the following requirements:

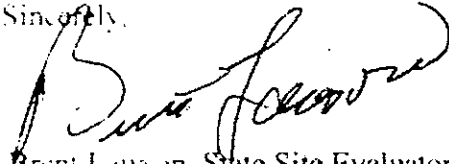
1. A permit for system installation is to be obtained from the Local Plumbing Inspector in  
advance of the start of system construction.
2. The system is to be installed in accordance with the submitted and approved system  
design. Should alterations to the design be required at the time of construction, the site evaluator  
is to be notified prior to making any changes.
3. The contractor is to scarify the soils under the fill extensions to create a transitional zone  
more compatible with the disposal field area.

By accepting this approval and the associated plumbing permit, the owner agrees to comply fully with the conditions of approval and the Subsurface Wastewater Rules.

Because installation and owner maintenance has a significant effect on the working order of onsite sewage disposal systems, including their components, the Division makes no representation or guarantee as to the efficiency and/or operation of the system.

Should you or others have any questions, please feel free to contact me at 592-7376.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Lawson". The signature is written in a cursive style with a large initial "B".

Brent Lawson, State Site Evaluator  
Subsurface Wastewater Program  
Division of Environmental Health  
e-mail [brent.lawson@maine.gov](mailto:brent.lawson@maine.gov)

/BML  
xc: File



## AWARD BASED ON INDIVIDUAL BIDS

### **INSTRUCTIONS TO BIDDERS**

1. All bids must be submitted on the attached bid proposal form prior to the bid opening date indicated. It is the responsibility of the prospective bidder to inspect the construction site and examine the plans and HHE 200 forms, technical specifications, and contract general conditions to ensure that he fully understands the construction requirements. Any questions regarding the work should be directed to the Municipality at least twenty-four hours before bid opening.
2. The contract is based on individual systems. Contracts will be signed individually with each bidder whose individual septic system price is lowest. The Municipality will be the sole judge of the acceptability of the bids, and may reject any and all bids if it is judged to be in the Municipality's best interest. The contractor may be required to produce evidence of his ability to adequately perform the work before bids are awarded.
3. The bid prices must be for complete, operational and finished septic systems as indicated in the bid documents including any piping, fittings, valves, fill, grading, insulation, site restoration, electrical or other work not directly shown but which can be reasonably inferred by an examination of the site and construction documents to produce a finished product. Qualified bids will not be accepted. Any errors or omissions detected by prospective bidders should be brought to the attention of the Municipality at least twenty-four hours before bid opening.
4. This project is partially or wholly funded by the Maine Department of Environmental Protection, and is subject to special requirements as described in the bid documents.
5. Pump Stations shown on the plans must be included in the bid price. If the need for a Pump Station is not clear on the plans, then the system is to be bid without a Pump Station with a separate price for the Pump Station if it is found to be needed.
6. The selected contractor will be required to show proof of insurance per the General Conditions of the Contract
7. Contents of the construction contract include:
  - Instructions to Bidders
  - Bid Proposal
  - Contract Agreement
  - General Conditions
  - Specifications for Septic System
  - Design Plans (usually the HHE – 200)
  - Change Orders
  - Contractor's Final Payment Affidavit

**AWARD BASED ON INDIVIDUAL BIDS**

**BID PROPOSAL**

THIS BID IS SUBMITTED TO: \_\_\_\_\_ (MUNICIPALITY)

\_\_\_\_\_ (ADDRESS)

Having carefully examined the Instructions to Bidders, Bid Proposal, Contract Agreement, General Conditions, Plans and Specifications, Contractors Final Payment Affidavit form and Change Order form prepared by: \_\_\_\_\_ (Site Evaluator/Engineer) as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment, and Materials necessary for and reasonably incidental to the construction and completion of this Proposal for:

<b>NAME OF SYSTEM</b> (An individual price for each system must be shown)	<b>LUMP SUM PRICE per SEPTIC SYSTEM</b> (include Pump Station cost if check box on HHE 200 indicates "REQUIRED")	<b>ADDITIONAL PUMP STATION COST</b> (if check box on HHE 200 indicates "MAY BE REQUIRED")
	\$	\$
	\$	\$
	\$	\$
	\$	\$

The Contract(s) will be awarded to the lowest acceptable LUMP SUM PRICE for each individual septic system. Pump stations indicated on the plans ("REQUIRED" is checked) must be included in the LUMP SUM PRICE. If the need for a pump station is not clear on the plans, ("MAY BE REQUIRED" is checked), the LUMP SUM PRICE shall include a price for the complete system without a pump station and a separate price for the pump station in case it is found to be needed. A separate pump station price which is deemed to be unreasonable may be reason to reject the bid.

The undersigned agrees, if awarded the Contract, to complete the Work within \_\_\_\_\_ calendar days after execution of the agreement. **(FILLED IN BY MUNICIPALITY)**

The undersigned agrees, if this Proposal is accepted, to sign a Contract and deliver it, along with the Affidavits of all insurance within seven (7) calendar days after the date of notification of such acceptance.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ TEL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

# CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the Municipality, and \_\_\_\_\_ hereinafter called the Contractor.

**WITNESS,**

That the Municipality and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor shall furnish all of the Materials and perform all the Work shown on the Plans and described in the Specifications entitled: \_\_\_\_\_

Prepared by \_\_\_\_\_, referred to in these Contract Documents as the Engineer, and shall do everything required by this Agreement, the General Conditions, the Specifications, and the Drawings.

**ARTICLE 2. TIME OF COMPLETION**

The work shall be completed according to the following schedule:

Substantial Completion: \_\_\_\_\_

Final Completion: \_\_\_\_\_

**ARTICLE 3. THE CONTRACT SUM**

The Municipality shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided by approved Change Orders in current funds as follows:

\_\_\_\_\_ \$ \_\_\_\_\_  
(In Words) (In Figures)

**ARTICLE 4. PAYMENTS**

The Municipality shall make payment of 90% of the contract amount after the project is substantially completed. That is, all structures installed and operating and all disturbed areas loamed and seeded.

Final payment shall be due after final completion. That is, the Work is completed and operational in accordance with the Contract Documents including a catch of grass.

**ARTICLE 5. THE CONTRACT DOCUMENTS**

The General Conditions of the Contract, Instructions to Bidders, the Bid Proposal, the Specifications, and the Drawings, Contractors Final Payment Affidavit and Change Orders together with this Agreement, form the Contract.

The Municipality and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS, WHEREOF the parties hereto have executed this Agreement in the day and year first above written.

BY: \_\_\_\_\_ PRINT: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Authorized Municipality Official (Sign) Authorized Municipality Official (Print) (Sign)

BY: \_\_\_\_\_ PRINT: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Contractor (Sign) Contractor (Print) (Sign)

# GENERAL CONDITIONS OF THE CONTRACT

## **ARTICLE I: Definitions**

Wherever the following terms are used in the contract documents, the intent and meaning shall be as follows:

Contract Documents - The documents which are comprised of the Bid Proposal, Instruction for Bidders, Contract Agreement, General Conditions of the Contract, Construction Plans and Specifications prepared by a Registered Professional Engineer or Licensed Site Evaluator (including HHE 200 forms), and General Construction Specifications for Septic Systems. They are also known as the contract.

DEP - The Maine Department of Environmental Protection

Engineer -- The designer of the replacement system.

Final Completion - The condition in which the work is complete and operational, covered, graded, and satisfactory grass cover is established.

HHE - 200 Form - A subsurface wastewater disposal system application form, provided by the Maine Department of Health & Human Services, exhibiting a complete subsurface wastewater disposal system design.

LPI - Local Plumbing Inspector representing the Municipality.

Municipality - The Municipality, acting through its authorized representative.

Project - The entire work to be performed under the contract.

Substantial Completion - The condition in which the work is complete to a point where all structures are installed and operational, the system can be utilized for its intended purpose, and all disturbed areas are loamed and seeded.

## **ARTICLE 2: Intent and Correlation of the Contract Documents**

It is the intent of the contract documents to describe a complete project. The contractor shall furnish all Labor, Material, Tools, Transportation, Insurance, and Incidentals which are reasonably required to construct and complete the project. The plans or HHE-200 forms, including all revisions, Instruction to Bidders, the General Conditions of the Contract, Executed Contract, General Construction Specifications for Septic Systems, and completed Bid proposal comprise the Contract documents.

Should the contractor discover any error, omission, or inconsistency in the contract documents which would require additional costs above that shown in the bid, he shall notify the Municipality at least twenty-four hours before the bids are opened. Should errors, omissions, inconsistencies, or differing site conditions be discovered after contract award, then the Municipality shall be promptly notified and affected work suspended until a resolution is found. In the event that there is a conflict between requirements of the plans and specifications, the more stringent requirement will be followed.

### **ARTICLE 3: Permits, Laws, and Regulations**

The Municipality will apply for and obtain the Plumbing Permit, DEP permits, including Permit By Rule Notification and highway opening permits. The Municipality will secure the Small Community Grant Easement for the project. The Municipality will also ensure all other easements and right-of ways are obtained for work to be completed on property not directly owned by the subject Property Owner. The Contractor is responsible for obtaining any other permits.

It is the responsibility of the Contractor to comply with all laws, regulations, and permit conditions in constructing the project, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, he shall promptly notify the Municipality. In addition, if the contractor's proposed construction methods require it, it shall be his responsibility to obtain any variances or permit modifications required.

### **ARTICLE 4: Inspection of the Work**

The contractor shall permit access to the site and work to representatives of the Municipality and DEP at all times. Before covering the work, the contractor shall give timely notice to the Municipality and LPI that the work is ready for inspection. The work shall not be covered until it has been inspected and certified on the HHE 200 form by the LPI and/or designated inspector of the Municipality. Should the work be covered without approval of the Municipality and LPI, it must be uncovered for inspection at the contractor's expense.

If the LPI or Municipality determines that the work is not in compliance with the contract documents, then it must be corrected to the satisfaction of the LPI, Municipality, and DEP at the contractor's expense.

### **ARTICLE 5: Changes in the Work**

The Municipality may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a change order executed by the Contractor, Municipality, and DEP.

If the Contractor, in performing the work, discovers conditions which could not reasonably have been anticipated from inspection of the site and examination of the contract documents, including the need for ledge removal by blasting, he shall notify the Municipality promptly, and a change order shall be negotiated before proceeding further.

### **ARTICLE 6: Contract Termination**

Should the Contractor fail to complete the work within the time frame specified in the contract and any time extension change orders, the Municipality may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

### **ARTICLE 7: Payments**

The Municipality shall pay 90% of the contract cost when the work is satisfactorily and substantially complete. The Municipality may request that the contractor provide evidence that all payrolls, suppliers, and subcontractors have been paid before 90% payment is made. Final payment shall be made at final completion of the finished project provided that the contractor has submitted the Contractor's Final Payment Affidavit. The making and acceptance of final

payment shall constitute a waiver of all claims by the Municipality except those arising from unsettled liens, faulty work or claims under the one year warranty, and all claims by the Contractor, except those previously made and unsettled.

For contracts exceeding one month, monthly progress payments may be requested.

#### **ARTICLE 8: Contractors Insurance**

The Contractor shall maintain in force for the duration of the project, Public Liability and Property Damage insurance that shall protect the Contractor from claims and damages arising from operation under this Contract.

The minimum amount of coverage shall be as is customary for the work to be performed and shall provide complete indemnification of the Municipality for the Contractor's work. In addition, Workman's Compensation shall be maintained by the Contractor if required by Maine Law.

The contractor is required to provide insurance certificates.

#### **ARTICLE 9: Warranty**

The Contractor shall warranty all work performed under the contract against defects in workmanship and materials for a period of one year from the date of final completion. During the warrantee period, he shall promptly repair all such defects at no cost to the Municipality.

#### **ARTICLE 10: Disputes**

Disputes between the Municipality and Contractor which cannot be resolved by the DEP shall be settled by litigation.

# CONSTRUCTION SPECIFICATIONS FOR SEPTIC SYSTEMS

## GENERAL

All Work shown on the plans or specified must be included in the bid proposal. These specifications are general in nature and, in several instances, refer to the latest edition of the Maine Subsurface Wastewater Disposal Rules. If there is a conflict between the requirements of the plans and these written specifications, the most stringent requirement shall apply. The Maine Department of Environmental Protection will be the sole judge of the applicable requirements in the case of conflicting specifications.

No deviations from the Drawings will be allowed without written consent of the Maine Department of Environmental Protection, the local Plumbing Inspector, and the Municipality.

## DESCRIPTION

1. Furnish and install at the location and elevation shown on the plans, a septic system including septic tank, disposal field, miscellaneous piping and appurtenant structures as shown on the plans.

## MATERIALS

1. Septic Tank: Septic tanks shall be of the size and type indicated on the HHE-200 form or construction drawings and shall meet the requirements of the Maine Subsurface Wastewater Disposal Rules. The minimum septic tank volume shall be 1,000 gallons.
2. Building Sewer & Drain Pipe: The building sewer and drain piping material shall be in accordance with the Maine Subsurface Wastewater Disposal Rules.
3. Proprietary Disposal Devices: For septic systems utilizing proprietary devices only approved manufacturers' products may be used. A list of approved manufacturers can be found in the Maine Subsurface Wastewater Disposal Rules.
4. Fill Material: Fill material shall be coarse sand to gravelly coarse sand and as specified in the latest edition of the Maine Subsurface Wastewater Disposal Rules or as shown on the plans.
5. 1½" Stone: The stone used for disposal fields must be clean, uniform in size and free of fines, dust, ashes or clay. The 1½ inch stone shall be 100% passing a 2-inch sieve, greater than 95% passing a 1 1/2-inch sieve, less than 40% passing a ¾ inch sieve, less than 5% passing the 4 mesh sieve and less than 2% passing a 200 mesh sieve.
6. Loam shall be topsoil taken from the excavation if available and/or topsoil of a similar texture from another source. It shall be free from gravel, roots, clods, or stones larger than 2 inches.
7. Lime shall be standard grade dolomitic limestone.
8. Fertilizer shall be standard commercial 10-10-10 mixture.
9. Seed shall contain a mixture of annual and perennial grass seeds such that a fast and lasting catch of grass is obtained.

10. Mulch material shall consist of hay or straw reasonably free from noxious weeds.
11. Insulation shall be extruded, closed-cell (minimum 2" thick, width of trench) rigid polystyrene or as specified on the drawings.

## **EXECUTION**

1. The disposal bed shall be constructed in accordance with the plans and the Maine Subsurface Wastewater Disposal Rules. All portions of the work shall conform to applicable state and local codes and ordinances. Where required to comply with codes or ordinances, the Contractor shall hire appropriate licensed professionals to perform portions of the work. The contract price shall include all such incidental costs.
2. Construction shall not be performed when the soil moisture content is above the plastic limit. Soil moisture shall be tested by rolling a lump of soil with the fingers to form a wire. If a wire 1/8 inch in diameter can be formed which does not crumble when handled, the soil moisture is too high. Upon encountering excessive soil moisture conditions, the Contractor shall immediately notify the Municipality and shall not proceed further with construction.
3. Excavation shall be made to lines and grades necessary to allow for construction of the septic system including interconnecting piping.
4. Excavated material not required for backfill shall be removed from the site and disposed of in a lawful manner at the Contractor's expense.
5. The entire fill area shall be scarified by rototilling or raking with excavator bucket teeth prior to placing fill material or stone. On sites requiring fill, a transition layer shall be constructed by rototilling 4-6 inches of fill material into the original soil underneath the entire fill area. Wheeled vehicles must not be used on scarified soil.
6. The crushed stone shall be dumped beside the bed and placed in the disposal field to minimize the transfer of fines to the disposal field. Piping shall be installed to the lines and grades shown on the plans, covered with hay or fabric, and backfilled with suitable fill material.
7. Proprietary devices shall be installed as per the manufacturer's specifications.
8. The septic tank is to be placed on a working pad of 6 inches or more of bank-run gravel, compacted by tamping with excavator bucket.
9. The Contractor shall replace the building drain from a point just outside the building wall to the septic tank. The materials shall be in accordance with the Maine Subsurface Wastewater Disposal Rules.
10. Where internal plumbing changes are required, the Contractor shall extend the building drain from the septic tank through the foundation wall at the proper elevation and provide a clean-out connection.
11. All pipe connections and pipe penetrations shall be water tight.
12. Pressure and gravity lines shall be protected against freezing.



13. Any pressure and gravity lines installed in driveway areas or other areas with heavy loading, shall be protected from the direct loading.
14. Septic tanks to be abandoned shall be pumped out and filled with soil or removed.
15. Spread loam uniformly on all disturbed areas, except driveways, with a minimum depth of 4 (four) inches. The loam shall be hand-raked to achieve a smooth surface blending into the undisturbed areas.
16. Fertilizer shall be applied at the rate of 14 pounds of fertilizer per 1000 square feet. It shall be thoroughly mixed with the soil to a depth of 1 inch.
17. The seed mixture shall be sown at the rate of 3 pounds per 1000 square feet. Mulch shall be applied to all seeded areas the same day as seeding.
18. A Natural Resources Protection Act (NRPA) Permit is not required for the abandonment of wastewater treatment facilities or the installation of a subsurface wastewater disposal system. Construction or abandonment activities, however, shall comply with the following conditions in areas within the jurisdiction of the NRPA:
  - a. The Contractor shall be responsible for the prevention of erosion. Further, erosion of soil or fill material from disturbed areas into the 25 foot buffer and the resource must be prevented. All disturbed earth surfaces are to be stabilized in the shortest practical time. Properly installed erosion control measures, such as staked hay bales and silt fence, are required to be in place before the project begins. These erosion control measures must remain in place, functioning as intended, until the project area is permanently stabilized with mulch and seed. Temporary storage of excavated material is to be in a manner that will minimize erosion. NOTE: Erosion and sedimentation control measures shall comply with the most current "Maine Erosion and Sediment Control BMPs", prepared by the Maine DEP.
  - b. No power equipment shall be operated in the water except that equipment operating on shore may, when necessary, reach into the water with a bucket or similar device.
  - c. All heavy equipment which must travel and work on wetland vegetation shall travel on mats or platforms in order to protect the vegetation.
  - d. Except for installation of an outfall line, no excavation, filling or construction shall take place on my coastal wetland, freshwater wetland, great pond, river, stream or brook.
19. The Contractor shall remove and replace or repair all roads, driveways, pavement and other items damaged by his construction activities to their original condition, at a minimum.
20. The Contractor shall minimize earth, debris or other construction debris that is tracked or spilled on public or private streets. The Contractor shall be responsible for the daily cleanup of construction material from public or private streets.

21. A residential Pump Station, if required, shall be constructed under the following specification:
- a. Furnish and install in the location and to the elevations shown on the plans, and in compliance with the Maine Subsurface Wastewater Disposal Rules, a concrete Pump Station containing a submersible effluent pump.
  - b. The Residential Pump Station shall be the equal to American Concrete 4' x 4' pump tank, minimum 300 gallons working capacity (Item No. 1712). Alternatively, a combined septic tank and residential Pump Station may be used (American Concrete or equal). Provide the necessary riser sections to extend 4" above grade. An approved joint sealer shall be used at all riser section joints. All joints and pipe connections must be watertight. **The outlet of the septic tank shall be equipped with an effluent filter equivalent to Zabel A1800 Series.**
  - c. The effluent pump shall be a 0.5 hp minimum heavy duty submersible pump designed to pump septic tank effluent and shall be equivalent to or exceed a Barnes EHV412. Actual pump sizing and capacity shall be determined based on site conditions. The pump motor shall be operated on 115 volts.
  - d. The pump shall be installed as shown on the plans. The control switch shall be a **non-mercury** type float switch.
  - e. The junction box shall be water-tight Nema 4X.
  - f. The Contractor shall be responsible for all electrical work connecting the junction box to the electrical system in the house. **The pump and alarm shall be connected to two separate circuits in the house electrical system.** All such work will be done by a licensed electrician and in conformance with the latest edition of the National Electrical Code.
  - g. Underground cable shall be rated for direct burial and shall pass through the Pump Station wall with proper connections. All wiring from house to Pump Station shall be in conduit.
  - h. An alarm system consisting of high water **non-mercury** float switch and alarm light mounted inside the house shall be installed for all Pump Stations. Controls containing mercury are not to be used.

## **BASIS OF PAYMENT**

1. Payment for construction of the septic system shall be as a lump sum including finish site work. A Residential Pump Station, if shown on the plans, shall be included under the lump sum bid price. If a Pump Station is not shown on the plans and must be added to the Contract by Change Order, then the price will be as stated in the bid proposal or negotiated before installation.
2. Ledge excavation will be measured by the Engineer for payment on the basis of cubic yards removed. Payment will be negotiated as a Change Order.



# CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE of MAINE, COUNTY of \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ {name of affiant}, who, after being first duly sworn, according to law deposes and affirms that the cost of all labor, materials, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between \_\_\_\_\_ {name of Municipality} and \_\_\_\_\_ {name of contractor's business} of \_\_\_\_\_ {town/city}, dated for the construction of \_\_\_\_\_ {name of owner} Septic System Replacement Project have been paid in full.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ {Name of affiant}

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor's business

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ {Name of Notary Public}

\_\_\_\_\_  
Signature

My Commission expires: \_\_\_\_\_