

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.