

**SHERMAN**  
**SEWER PLACEMENT**

**WIN 028025.00**

**2023**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should be received prior to the time of Bid opening:

### For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

### For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, and b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Towns:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

WIN:

Towns:

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

If a paper Bid is to be hand carried, deliver directly to the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open  
WIN:  
Towns:  
Date of Bid Opening:  
Name of Contractor:

*If you need further information regarding Bid preparation, call the DOT Contracts Section at  
(207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation,  
Standard Specifications, March 2020 Edition.*

# NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov).

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov).

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name and Title Printed)**

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “Bids for **Sewer Placement** in the Town of **Sherman**” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **February 15, 2023**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 028025.00

Location: In Aroostook County, project is located at the Sherman Maintenance Camp at 12 Qualey Drive, Sherman, Maine.

Outline of Work: Placement of Sewer System and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be obtained from the Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016 or requested by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m.

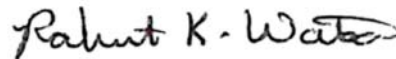
**There will be no bid bond, performance bond or payment bond required.**

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine  
**January 25, 2023**



ROBERT K. WATSON  
REGION MANAGER  
NORTHERN - REGION 5  
BUREAU OF MAINTENANCE & OPERATIONS

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . 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. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 028025.00 Project(s): 028025.00

SECTION: 1 PROJECT ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	803.161 SEWER PLACEMENT	LUMP SUM				
		<b>Section: 1</b>				
			<b>Total:</b>			
			<b>Total Bid:</b>			

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
( Print Bidder's Name and Title)

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (Contractor) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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

### A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 028025.00 for Sewer Placement in the town of Sherman, County of Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **August 11, 2023**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

**WIN 028025.00 for Sewer Placement in the town of Sherman, County of Aroostook,**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

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

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Robert K. Watson  
Region 5 Manager  
Bureau of Maintenance & Operations

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (Contractor) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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

### A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 028025.00 for Sewer Placement in the town of Sherman, County of Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **August 11, 2023**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

**WIN 028025.00 for Sewer Placement in the town of Sherman, County of Aroostook,**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

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

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Robert K. Watson  
Region 5 Manager  
Bureau of Maintenance & Operations

**CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) **(Contractor)** a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 12345.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is           (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)            
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

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

CONTRACTOR

\_\_\_\_\_  
**(Print Date here)**  
Date

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative of the Contractor)

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_  
(Witness)

# SHERMAN SEWER LOCATION



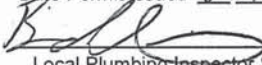
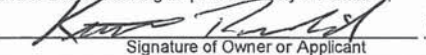
The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability for injuries or damages result from this information. This map is not intended to support a merger or dispatch.

0.1 Miles  
1 inch = 0.08 miles

Date: 5/13/2022  
Time: 10:15:43 AM


# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services  
 Div of Environmental Health, 11 SHS  
 (207) 287-5672 Fax: (207) 287-4172

PROPERTY LOCATION		>> CAUTION: LPI APPROVAL REQUIRED <<	
City, Town, or Plantation	Sherman	Town/City <u>Sherman</u>	Permit # _____
Street or Road	12 Qualey Drive	Date Permit Issued <u>6/27/22</u>	Fee: \$ <u>265.00</u> Double Fee Charged [ ]
Subdivision, Lot #			L.P.I. # <u>1279</u>
OWNER/APPLICANT INFORMATION			
Name (last, first, MI)	Maine Department of Transportation	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Applicant
Mailing Address of Owner/Applicant	41 Rice Street Presque Isle, Maine 04769	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Daytime Tel. #	(207) 592-2691	Municipal Tax Map # _____	Lot # _____
OWNER OR APPLICANT STATEMENT		CAUTION: INSPECTION REQUIRED	
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.	
		(1st) date approved _____	
Signature of Owner or Applicant _____		Local Plumbing Inspector Signature _____ (2nd) date approved _____	

PERMIT INFORMATION			
<b>TYPE OF APPLICATION</b> <input type="checkbox"/> 1. First Time System <input checked="" type="checkbox"/> 2. Replacement System Type replaced: <u>Pipe/stone?</u> Year installed: <u>Pre-1974?</u> <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input checked="" 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 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) <input type="checkbox"/> 11. Pre-treatment, specify: _____ <input type="checkbox"/> 12. Miscellaneous Components	
<b>SIZE OF PROPERTY</b> 11+/- <input type="checkbox"/> SQ. FT. <input checked="" type="checkbox"/> 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"/> 3. Other: <u>Employee building at garage</u> (specify) Current Use <input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped	<b>TYPE OF WATER SUPPLY</b> <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input checked="" type="checkbox"/> 3. Private <input type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other Existing	

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> 1. Concrete <input checked="" type="checkbox"/> a. Regular <input type="checkbox"/> b. Low Profile <input type="checkbox"/> 2. Plastic <input checked="" type="checkbox"/> 3. Other: <u>H-20 load cap.</u> CAPACITY: <u>2,000</u> GAL.	<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 <input type="checkbox"/> a. cluster array <input checked="" type="checkbox"/> c. Linear <input type="checkbox"/> b. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1,584</u> <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> 1. 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> 360 _____ 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 Please refer to Attached Notes for Details <input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>1 / C</u> at Observation Hole # <u>Tp-1</u> Depth <u>15"</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> <input type="checkbox"/> 1. Not Required <input checked="" type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	<b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>45</u> d <u>52</u> m <u>13</u> s Lon. <u>68</u> d <u>24</u> m <u>37</u> s if g.p.s, state margin of error: _____

SITE EVALUATOR STATEMENT			
I certify that on <u>19APR2022</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).			
Site Evaluator Signature <u>David Silver</u> Site Evaluator Name Printed	303 SE # 207-551-0011 Telephone Number	19APR2022 Date silver04743@gmail.com E-mail Address	

Note : Changes to or deviations from the design should be confirmed with the Site Evaluator.

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

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

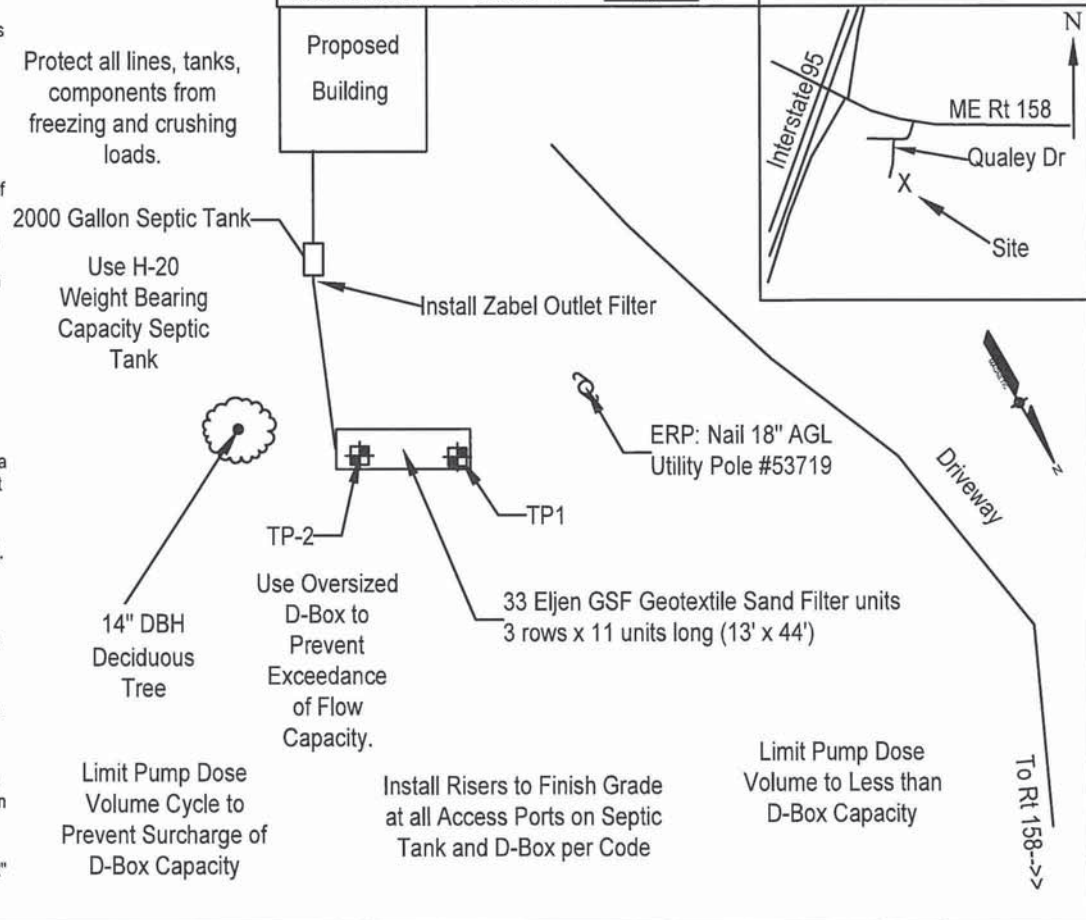
Town, City, Plantation <b>Sherman</b>	Street, Road, Subdivision <b>12 Qualey Drive</b>	Owner or Applicant Name <b>Maine DOT (attn: Jeremy Hartsgrove)</b>
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**NOTES:**

- This is not a survey. All property lines, building locations and site features have been approximately located, unless otherwise shown.
- Septic tank and disposal field must be located at least 8' and 20' from a full foundation, respectively.
- The LPI may authorize changes per Code Section 5.A.7, to the location(s) of treatment tanks, lift stations, building sewers, distribution boxes, force mains, etc., provided applicable minimum setback distances are maintained. Such alterations must be documented by the LPI.
- Scarify all ground to be filled. Remove vegetation and organic loam topsoil. Scarify soil to a depth of 6 to 8 inches by mixing gravelly coarse sand with native soil using a rototiller or a backhoe bucket with teeth. Do not use a backhoe bucket without teeth because it can compact and smear the underlying soil.
- Insulate the Distribution Box (D-Box).
- Min. 1/4"/ft (2%) pitch of pipe from building to septic tank.
- Force main to pitch towards pump station, such that it will completely drain following each pump cycle or other methods to prevent freezing and/or insure integrity of system. Drill 1/4" hole in bottom of force main between the inside of the pump chamber and the check valve to allow force main to drain following each dosing cycle. Force main to enter into bottom of distribution box (D-box).
- If a pump station is required then a 2" dia. pressure line shall connect the distribution box and the septic tank.

**SITE PLAN** Scale 1" = 60 ft.

**SITE LOCATION PLAN**



**SOIL PROFILE DESCRIPTION AND CLASSIFICATION** (Location of Observation Holes Shown Above)

Observation Hole #	TP-1	Test Pit	Boring	Observation Hole #	TP-2	Test Pit	Boring
1	1			1	1		
Depth of organic horizon above mineral soil				Depth of organic horizon above mineral soil			
Texture	Consistency	Color	Mottling	Texture	Consistency	Color	Mottling
0				0	fill		
6	Silt	Friable	Dark Brown	6	Silt	Friable	Dark Brown
12	Silt Loam	Friable	Olive Brown	12	Silt Loam	Friable	Olive Brown
18				18			
24	Silt Loam	Firm	Olive	24	Silt Loam	Firm	Olive
30			Common & Distinct	30			Common & Distinct
36				36			
42				42			
48				48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
1	C	10	15"	1	C	4	16"

Site Evaluator Signature: *David Scher* 303 SE # 19APR2022 Date Page 2 of 3 HHE-200 Rev. 10/02

**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

Sherman

Street, Road, Subdivision

12 Qualey Drive

Owner or Applicant Name

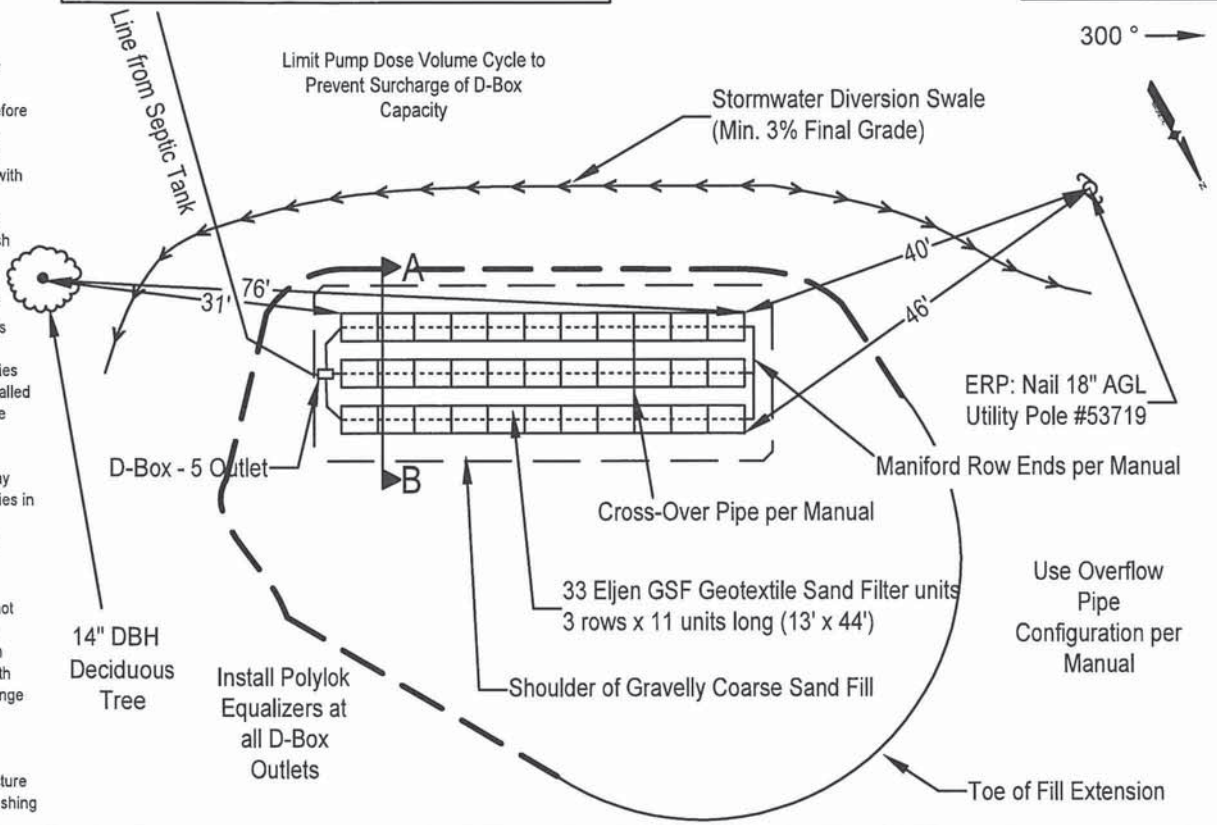
Maine DOT (attn: Jeremy Hartsgrove)

**SUBSURFACE WASTEWATER DISPOSAL PLAN**

Scale: 1" = 20' ft

**NOTES:**

1. Review the Eljen Geotextile Sand Filter (GSF) Design and Installation Manual before installing this system.
2. This system is not designed to be used with a garbage disposal.
3. This system is not designed for backwash from a water softener.
4. If greater than 18 inches fill above GSF Modules then a vent is required.
5. This design complies with and must be installed in accordance with the Eljen Design and Installation Manual.
6. Measurements may vary due to irregularities in the soil surface.
7. Refer to Attached Notes for Details
8. Daily maximum discharge flow shall not exceed design limits
9. Corners of System marked in the field with wood stakes with orange flagging.
10. Protect all lines, tanks, DBoxes, and wastewater infrastructure from freezing and crushing loads.



**BACKFILL REQUIREMENTS**

Depth of Backfill (upslope) 19" to 22"  
Depth of Backfill (downslope) 31" to 38"

**CONSTRUCTION ELEVATIONS**

Finished Grade Elevation (at Row 1) +6"  
Top of Perforated Pipe (at Row 1) -4"  
Bottom of Eljen Unit (at Row 1) -15"  
Bottom of System Sand (at Row 1) -21"

**ELEVATION REFERENCE POINT**

Location & Description: ERP: Nail 18" AGL  
Utility Pole #53719  
Reference Elevation: 0.0"

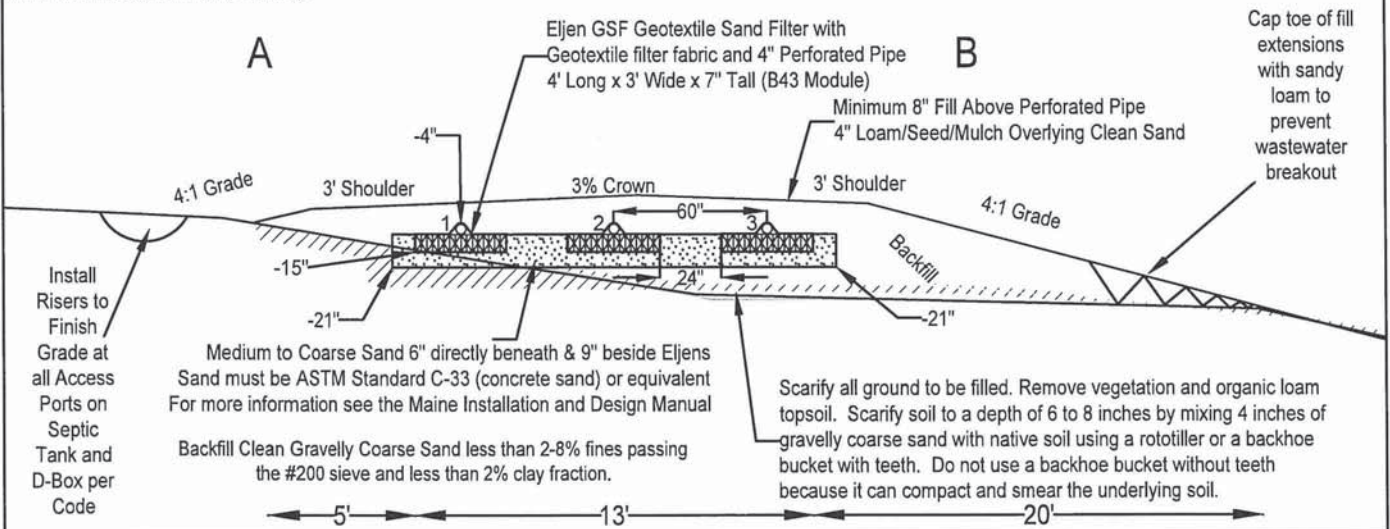
NOTE: DISPOSAL FIELD BACKFILL MATERIAL PLACED BELOW OR WITHIN 3' OF THE SYSTEM SAND MUST BE GRAVELLY COARSE SAND MEETING SECTION 11(E)(2) OF THE RULES. REMAINING FILL LOAMY SAND (NO CLAY).

**DISPOSAL FIELD CROSS SECTION**

ROW #	1	2	3
TOP	-4"	-4"	-4"
BOTTOM	-15"	-15"	-15"

TOP OF ROW #1 INLET AT -4"

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



Site Evaluator Signature

*David Schae*

303  
SE #

19APR2022  
Date

Page 3 of 3  
HHE-200 Rev. 10/02

**Attached Notes for Details**  
**Maine Department of Transportation; 12 Qualey Drive**  
**Sherman, Maine; April 19, 2022**

The Attached Notes for Details includes: **(1) Special Conditions for This System, and (2) Standard Conditions for All Systems.** Both Standard Conditions and Special Conditions are required and must be implemented for the proper installation, operation and maintenance of the system.

**(1) Special Conditions for This System**

- A. The site is in a topographic moderately sloping to level upland area with a general northerly aspect. Qualey Drive is aligned northerly of the 11 acre (+/-) parcel of land. Historically, the site has been used or is currently used as a maintenance garage, for forestry, agriculture, and recreation activity. The vicinity of the site is characterized by low density, single-family dwellings in a rural residential setting.
- B. Areas of the watershed have been diverted, ditched, drained or altered in the past. This proposed system design does not require Variances according to the Maine Subsurface Wastewater Disposal Rules, 10 CMR 241 et seq ("Code" or "Rules").
- C. The design pertains to flow from a employee building for employees with pressurized water supply / and wastewater disposal. With a design criteria of 20 gallons per day per employee at place of employment (without showers) with reserve capacity for a Design Flow of 360 GPD.

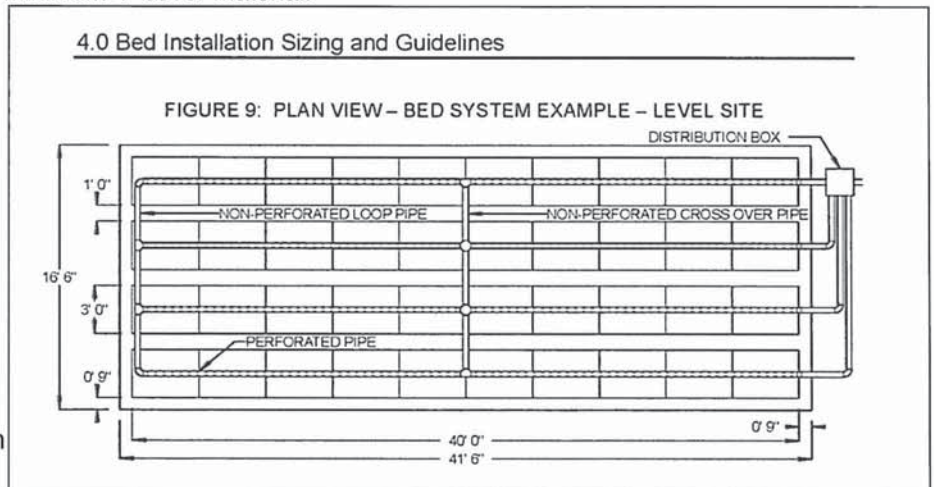
Component	Level	Design Flow, gpd
Employee Building	18 employees	360
Total		360

- D. The proposed 13 X 44' disposal area to serve the building will have (3) lateral distribution rows, with 11 Eljen Geotextile Sand Filter modules per row, spaced with two foot (2') separation within the Specified Sand distribution field. The soil in the area of the proposed system is classified according to the Code. The system is not designed to accommodate the organic and hydraulic load from a garbage grinder or water treatment system; Do not install a water softener, water treatment system, or garbage grinder on this system. This design uses a number of features that are designed to overcome site constraints or limitations with capacity.
- E. Clean Gravelly Coarse Sand Backfill shall be less than 4-8% fines passing the #200 sieve and less than 2% clay fraction. Gravelly coarse sand shall be backfilled to elevations of the system. Please refer to the plans and attachments for details.
- F. Do not drive on system. Do not make fires or build structures on or adjacent to system. Direct all runoff, surface water, ground water, roof drains, gutters, ditches, and other liquids or water sources away from system by swales or ditching. Do not plant woody vegetation on or adjacent to system (within 20'). Cross Section Detail includes minimum of 6" clean sand (less than 3% fines passing the #200 sieve) beneath and also on top of the system. Minimum 2" backfill per rules above the sand and minimum 4" cover material.

**Sample Figures from Eljen Manual showing Distribution and cross-flow Piping Examples:**



Northern Maine Site Evaluation  
 (207) 551-0011



## (2) Standard Conditions for All Systems:

The Plumbing and Subsurface Wastewater Disposal Rules adopted by the State of Maine Division of Environmental Health pursuant to 22 MRSA 42 ("Rules" or "Code") are incorporated herein by reference and made a part of this application and shall be consulted by the owner/applicant, the system installer and/or building contractor for further construction details and material specifications. The system installer should contact County Soils & Septic Design/County Site Evaluation, (207) 551-0011, if there are any questions concerning materials, procedures or designs. The system installer and/or building contractor installing the system shall be solely responsible for compliance with the Rules and with all state and municipal laws and ordinances pertaining to the permitting, inspection and construction of subsurface waste water disposal systems. It is noted the design requires a number of components for the proper treatment and attenuation of wastewater from a domestic subsurface disposal system. Please refer to 10 CMR 241. Design was selected due to the footprint, slope, vertical separation and other site constraints. The backfill shall be covered at specified grades with Cover Material to establish non-woody vegetation. All land shall be final graded to prevent surface water runoff from flowing toward or into the system. Ditch or install swale up-gradient areas from the system or create swales to direct water away from system.

This application is intended to represent facts pertinent to the Rules only. It shall be the responsibility of the owner/applicant, system installer, and/or building contractor to determine compliance with and to obtain permits under all applicable local, state and/or federal laws and regulations (including without limitation, Natural Resources Protection Act, wetland regulations, zoning ordinances, subdivision regulations, Site Location of Development Act and minimum lot size laws, and any other relevant ordinance, rule, statute, or governing authority) before installing this system or considering the property on which the system is to be installed a "buildable lot". It is recommended that Environmental Site Evaluation/County Soil & Septic Design be consulted regarding wetland regulations. Prior to the commencement of construction or installation, the local plumbing inspector shall inform the owner/applicant and Environmental Site Evaluation/County Soil & Septic Design/County Site Evaluation of any local ordinances which are more restrictive than the Rules in order that the design may be amended. All designs are subject to review by local, state and/or federal authorities. Environmental Site Evaluation's liability shall be limited to revisions required by regulatory agencies pursuant to laws or regulations in effect at the time of preparation of this application. This evaluation was conducted in accordance with generally accepted site evaluation standards, no other warranty express or implied is made.

All information shown on this application relating to property lines, well locations, subsurface structures and underground facilities (such as utilities lines, drains, septic tanks and systems, water lines, etc.) are based solely upon information provided by the owner/applicant and has been relied upon by Environmental Site Evaluation/County Soil & Septic Design/Site Evaluation in preparing this application. The owner/applicant shall review this application prior to the start of construction and confirm this information. Installation and/or use of a garbage (grinder) disposal is not recommended and is not included in the design. If a garbage (grinder) disposal is subsequently installed and/or used, prior to disposal of any wastewater to the system an additional 1,000 gallon septic tank shall be connected in series to the existing or proposed septic tank and a double-sized septic distribution field shall be installed as provided for or in accordance with the provisions of the Code. A septic tank outlet filter is required at a minimum with proper maintenance and pumping septic tank on a recurrent 6 month basis and amplified inspection schedule. Code Section 11E.4(b) notes "...finish grade must be sloped at 3 percent away from the ..." system. Grade land away from system. Direct all roof runoff or road drainage, and all stormwater runoff away from system via ditches, swales, culverts or roof drains. Protect system area from heavy loads; Do not drive on system. Do not make fires, or plant woody vegetation above or near system. Do not build on or adjacent to system or bury system more than 18" below grade. **Before Construction/Installation begins, the system installer, or building contractor shall review the elevations of all points given in this application and the elevation of the existing and or proposed building drain and septic tank inverts for compatibility to minimum slope requirements.** In gravity systems, the invert of the septic tank(s) outlets(s) shall be at least 4 inches above the invert of the distribution box outlet at the disposal area. When an effluent pump is required or pump station, provisions shall be made to make certain that surface ground water does not enter the septic tank or pump station. An alarm device (audible and visual) warning of a pump failure or high water level shall be installed and maintained with regular inspections (at least every six months a practice exercise of the alarms shall be conducted to confirm proper operation and prevent or avoid system overload or failure). When pumping is required to a chamber system, install a T connection in the distribution box and place 3 inches of stone or a splash plate in the first chamber. Insulate gravity pipes, pump lines and the distribution box as necessary to prevent freezing. Install all system components on level stable ground.

The system user shall avoid introducing kitchen grease or fats into this system. Chemicals such as septic tank cleaners and or chlorine or other chemicals (such as from water treatment, and water softeners) and controlled or hazardous substances shall not be disposed of in this system. This system is designed for normal household wastewater only (with TSS & BOD combined values to be less than 240mg/l at septic tank outlet, among other characteristics). The septic tank shall be pumped within two years of installation and subsequently as recommended by the pump service, but in no event should the septic tank be pumped less often than once every three years. The actual water flow or number of bedrooms shall not exceed the design criteria indicated on this application without reevaluation of the system as proposed. If the system is supplied by public water or a private service without a water meter, the water consumption per period should be divided by the number of days in actual service to calculate the average daily water consumption (water usage (cu. ft.) X 7.48 cu. ft. (gallons per cu. ft.) divided by the number of days in the reference period of time. The general minimum setback between a well and septic system serving a single family residence is 100 to 300 feet, unless the local municipality has more stringent requirements. A well installed by an abutter within the minimum setback distance prior to the issuance of a permit for the proposed disposal system may void this design. It is noted that this site contains existing limitations-the proximity of various features (wells, malfunctioning system, wetlands, drainage ways, foundation, steep slopes, etc) that limit the available options for the siting of a replacement system. When a gravity system is proposed:

**On all systems, remove vegetation, organic duff and old fill material from under the disposal area and any fill extensions.** On sites where the proposed system is to be installed in natural soil, scarify the bottom and all sides of the excavated disposal area, with a rake or harrow. Do not use wheeled equipment on the scarified soil surface. For systems installed in fill, scarify the native soil by rototilling or harrowing to a depth of at least 8 inches over the entire disposal and fill extension area to prevent glazing and to promote fill bonding. Place fill in loose layers no deeper than 8 inches and moderately compact completely before placing more fill (this ensures that voids and loose pockets are eliminated to minimize the chance of leakage). Do not use wheeled equipment on the scarified soil area. Keep equipment off the disposal area and subsurface components. Divert water away from the disposal area by ditching or shallow swales. Unless otherwise noted, the distribution box may be located at the discretion of the system installer. **Unless noted otherwise, fill shall be gravelly-coarse sand with no more than 2% fines passing the #200 sieve (silt and clay).** The upper limit of clay shall be no more than 2% by weight. Backfill shall contain no more than 5% coarse fragments (gravel 2mm to 3 inches). Fill and Backfill extensions to be coarse sand to gravelly coarse sand with 4 to 8% fines, per sec. 11.E of the Rules. Grade Land around disposal field to divert any water away from disposal area. Remove organic layer & rake or harrow the soil surface before installing backfill. Backfill depths may vary from those shown due to irregularities in the soil surface. Depth of fill to be 6 inches minimum at uphill side of disposal field or rows. Mulch & seed final grade per sec. 11.G of the SSWD Rules (10-144A CMR 241). Do not install systems on loamy, silty, or clayey soils during wet periods since soil smearing/glazing may seal off the soil surface and treatment efficiency of the system. Seed all filled and disturbed surfaces with perennial grass seed, then mulch with hay or equivalent material to prevent erosion. Divert any roof drains and downspouts away from the system and system fill extensions in order to maintain hydraulic conductivity and capacity and not prematurely saturate with system with stormwater runoff.

It is noted that the system has a number of waste water treatment components; a septic tank (required); baffles and/or chambers within the tank to enhance separation of solids from the supernatant, a pump station (if required), a distribution box, and a medium-large or large rating subsurface waste water disposal field. It is noted the system is proposed to be above the 100-year flood zone. Other areas on the lot were deemed unsuitable for the location of proposed subsurface disposal areas due to the presence of filled land, neighbors or proposed wells, steep slopes, proximity to the proposed dwelling or proposed wells, water courses, ledge, poor drainage, wetlands, or other features. Installer shall refer to the Installation Manual(s) for any proprietary devices and system components such as Infiltrator, Enviroseptic, Chromaglass, or other similar materials and shall construct the system in accordance with manufacturers instructions in accordance with State of Maine approval. However, if there are questions or concerns between the code, design plans or Installation Manual instructions or details, the installer and/or owner/applicant shall consult with system designer **prior** to installation. Code notes that system design is valid for two years from the date documentation is signed by site evaluator. Please refer to the Division of Environmental Health's website available at: [http://www.maine.gov/dhhs/eng/plumb/top\\_ten\\_tips.htm](http://www.maine.gov/dhhs/eng/plumb/top_ten_tips.htm) and information entitled "Top Ten Tips for Maintaining your Septic System" (copy attached); Troubleshooting Tips and Best Management Practices for On-Site Waste Water Disposal, as well as for other waste water information.



Northern Maine Site Evaluation  
(207) 551-0011

**State of Maine, Division of Environmental Health,  
Subsurface Wastewater Program  
Ten Tips for Maintaining Your Septic System**

1. Pump your septic tank every two to five years, depending how heavily the system is used. Insist that the pumper clean your septic tank through the manhole in the center of the top of your septic tank, rather than the inspection ports above the inlet and outlet baffles.
2. If you use a garbage grinder (a.k.a. "dispose-all"), pump your tank every year. Or, better yet, remove the garbage grinder and compost your kitchen scraps. Garbage grinder use leads to buildups of grease from meat scraps and bones, and insoluble vegetable solids such as cellulose.
3. Keep kitchen grease, such as bacon fat and deep fryer oil, out of your septic system. It is not broken down easily by your system, can clog your drain field, and can not be dissolved by any readily available solvent that is legal to introduce to groundwater.
4. Space out laundry loads over the course of the week and wash only full loads. The average load of laundry uses 47 gallons of water. One load per day rather than 7 loads on Saturday makes a big difference to your septic system. Also, front loading washers use less water than top loading machines.
5. Install low usage water fixtures. By installing low water usage showerheads (2.5 gallons/minute), toilets (1.6 gallons), dishwashers (5.3 gallons) and washing machines (14 gallons) an average family can reduce the amount of water entering the septic system by 20,000 gallons per year! Low flow showerheads and toilets can be purchased at local lumberyards. Water saving dishwashers and washing machines can be purchased at better appliance stores.
6. Install a septic tank outlet filter in your tank. These generally sell for \$100 to \$200 depending upon brand and model. They catch small floating particles and lightweight solids, such as hair, before they can make it out to the disposal area and cause trouble. Some models are also designed to capture suspended grease.
7. Use liquid laundry detergent. Powdered laundry detergents use clay as a "carrier." This clay can hasten the buildup of solids in the septic tank and potentially plug the disposal area.
8. Minimize the amount of household cleaners (bleach, harsh cleaners) and similar potentially toxic substances entering the septic system. Note: some substances are not allowed to be introduced into septic systems or groundwater tables. If in doubt, contact your Local Plumbing Inspector or the Division for more information.
9. Do not use disinfecting automatic toilet bowl cleaners, such as those containing bleach or acid compounds. The continuous slow release of these chemicals into the septic system kills the micro-organisms which treat your waste water.
10. You do not need to put special additives into your septic system. In fact, some can do more harm than good. Those which advertise that they will remove solids from your tank, usually do. The problem is that the solids exit the tank and end up in the disposal field. Once there, the solids seal off the disposal area, and the system malfunctions. Also, although it hurts nothing, it is not necessary to "seed" a new system with yeast, horse manure, and so forth. Normal human waste contains enough bacteria for the septic tank, and other microbes are already present in the soil and stones of the disposal area.



Northern Maine Site Evaluation  
(207) 551-0011

## **GENERAL NOTES**

Any damage to the maintenance lot area caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Department. All work, equipment and materials required to make repairs shall be at the Contractor's expense.

All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control.

All waste material not used on project shall be disposed of in acceptable waste areas. The Contractor is responsible for finding these disposal areas.

Loam and seeding will be the responsibility of the Contractor.

"Undetermined Locations" shall be determined by the Resident.

The Contractor shall follow dig safe requirements and communicate and coordinate with any applicable utilities.

The Contractor shall coordinate with MaineDOT throughout the duration of the project on schedule, issues, and MaineDOT's expectations and other project related matters.

All Work shall meet the requirements of Local, State and Federal rules, regulations, and codes.

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISION  
SECTION 103  
AWARD AND CONTRACTING  
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract, the lowest responsive bidder must either be prequalified for Building Construction category by the Maine Department of Transportation or the Department may require an Apparent Successful Bidder that is not prequalified to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in the installation of sewer lines, septic tank, and disposal field. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Areas of experience shall include, but are not limited to:

- Installation of septic tank & disposal field
- Excavating and Grading

The Contractor shall maintain current licenses, authorizations, ratings, and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws

governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

#### Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder’s submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If a Bidder has not previously submitted Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, a substantially complete, acceptable, project specific Soil Erosion and Water Pollution Control Plan.

If the Bidder is to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor’s Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor’s Safety Plan or Project and Site Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance carrier.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor’s duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be “Not Qualified” or disqualified as non-responsive. Within 14 days, the Department will review the required submittals for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement the Contractor’s Safety Plan or the Project and Site Specific Safety Plan, or the SEWPCP in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to

submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

A Bidder may be determined to be Qualified in accordance with this Special Provision, and still may need to make minor adjustments to the one or more of the plans submitted in order to meet specifications and/or address Department comments. The determination of qualified does absolve the Contractor of the responsibility to submit plans which comply with applicable specifications.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.

- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Safety Plan)

In order to be awarded a construction contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder's Project and Site Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable. The plan shall address the following items which include but are not limited to:

1. Personal Protective Equipment
2. Materials Handling
3. Trench Excavation
4. Lockout/Tagout
5. Emergency Action Plans and Response
6. Hazard Communication
7. COVID 19
8. Lifting and Rigging

If a submittal is required, the Department will notify the Apparent Successful Bidder of the required submittal of the Contractor's Safety Plan or the Project and Site Specific Safety Plan and the Bidder shall submit two copies or an electronic copy to the Department within seven (7) days of the notice or the Department will reject the bid as non-responsive.

Within 14 days, the Department will review the Apparent Low Bidder's Safety Plan. The Department will review a Project and Site Specific Safety Plan to evaluate if the Bidder has a reasonable understanding of job hazards of the expected contract work, has determined preventive measures to overcome these hazards and understands that the work is to be conducted in compliance with this special provision, Contract requirements and all applicable Federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement a Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions, changes and clarifications. Following this 3 (three) day period, the Bidder will have no additional opportunity to submit, modify or clarify information. The Department will not provide an opportunity for the Bidder to meet. If the Department and the Apparent Successful Bidder agree, an extension beyond the 3 days may occur and in such case, there shall also be an equivalent or greater extension beyond the 30 days of the Bid and Bid Prices specified in Standard Specification Section 103.4 Notice of Intent to Award and the Bid remains viable. In no case shall these extensions change the specified Contract Completion Date.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award Safety Plan requirements, however, the Contractor may still be required to make minor revisions to the Safety Plan or Project and Site Specific Safety Plan prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

1<sup>st</sup> Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Limitations of Operations)

The Contractor shall notify the Department 24 hours prior to any change in work schedule.

The Contractor's Soil Erosion and Water Pollution Control Plan must be approved prior to beginning work. Section 656 of the Standard Specifications shall apply.

The Contractor shall notify Digsafe and any Utilities in the area.

Inspections by MaineDOT will be done at key points to be determined by the Department. The Contractor shall plan operations so that the Department will have sufficient advance notification of daily work schedules to provide the necessary inspection and testing. Sufficient notification will be considered 8 hours, unless otherwise agreed by the Department.

Upon award, MaineDOT's contact person is Kevin Butler. He may be contacted at (207) 592-9154 or email at [Kevin.G.Butler@maine.gov](mailto:Kevin.G.Butler@maine.gov).

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

The Contractor shall be allowed to commence Work on the Contract provided that the Contract has been awarded, all required plans/submittals have been received and approved by the Department and a preconstruction meeting has been held.

The specified Contract Completion Date is **August 11, 2023**. All Work must be Complete by the Contract Completion Date specified in the Contract, and any authorized extensions.

Once the Contractor begins Physical Work, they shall have **21** calendar days to complete the Work. For every Calendar day above and beyond the **21** calendar days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

Work can be performed at any time except Sundays, Holidays or Government Closure Days and as provided in Special Provision, Section 107, Contract Time.

No work on Saturdays will be allowed without consent from the Department. Request to work on Saturday shall be made by **NOON** time on Thursday.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion.

**SPECIAL PROVISION**  
**SECTION 803**  
**(Sewer Placement)**

Description

The work shall consist of replacing an existing septic system located at the Sherman MDOT Facility 12 Qualey Drive as indicated in the Plans.

Materials

- All materials shall be new and unused
- 2000 Gallon Septic Tank. H-20 Weight Bearing Capacity Septic Tank
- Eljen Geotextile Sand Filter (GSF)- 33'
- Zabel Outlet Filter
- Distribution Box
- Risers-Distribution box and all access points
- PVC Pipe shall meet the requirements of Section 706.08
- All backfill, not otherwise specified, shall be Granular Borrow and shall meet the requirements of Section 703.19 Granular Borrow.
- Sand used for septic tank, disposal field and trenches shall meet the requirements of Section 703.19 and shall not contain stones larger than 2"
- Suitable backfill shall meet the requirements of Section 206.03 Backfilling
- Non-woven Geotextile fabric shall meet the requirements of Section 722.02

Construction

- The Contractor shall install new 4" PVC lines, septic tank and disposal field as shown in the permit.
- All trenches cut through existing pavement shall be saw cut
- No rock larger than 2 inches shall be within 15 inches of the pipe.
- Backfill shall be well compacted.
- The Contractor shall adhere to all aspects of Standard Specification Section 656 Temporary Soil Erosion and Water Pollution Control.

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid.

The Department will consider all alternates submitted by the Contractor, but is not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified.

The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Occupancy The facilities will remain in use throughout the project. At least one exit will be open at all times for the employees to enter the buildings. If a storm or special event was to occur during the construction period, all entry and overhead doors and equipment storage areas must be free from all of the Contractors construction material and equipment to ensure the Department personal can perform their duties. The contractor will need to work with the local Supervisor or Transportation Operations Manager for the facility to make arrangements for the storage of the Construction materials and equipment.

Method of Measurement Sewer Placement will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The sewer line, septic tank and leach field installation will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including permits, inspections, excavation, borrow, backfill, labor, equipment, materials, and other related incidentals required to complete the work.

Payment will be made under:

Pay Item  
803.161 Sewer Placement

Pay Unit  
Lump Sum

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

“MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

SPECIAL PROVISION SECTION 102  
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best

interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department.”.

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

103.5 Award Conditions Replace the first paragraph with the following:

“The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.”

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.