

Choosing a contractor for your sewer connection--- some thoughts.

The following is **not** a detailed “how to guide” for selecting a contractor to connect your home to the new sewer system. However, it is a number of thoughts and ideas that you may find useful in selecting and working with a contractor.

1. A new law was passed in Pennsylvania in July, 2009. The “ Home Improvement Consumer Protection Act” helps to provide a level of protection for consumers hiring contractors. I encourage you to familiarize yourself with the provisions of the law and make sure any contractor you consider hiring is abiding by this law. Information about this law is available at : www.attorneygeneral.gov.
2. Buyer beware: The apparent low cost quote may not be the actual cost. Beware of unspecified extras. Most reputable contractors performing this sewer connection work will include all of the normal costs in their quote to you. The following are costs that you should be aware of and determine if they are included in your contractors quote. If they are not in the quote, you need to know what the cost is.
 - a. Septic tank(s)/ cesspool pump out: In the majority of cases, homes have a single septic tank or cesspool and the pump-out for the tank and the proper abandonment is included in the contractors quote. If you have more than one tank, the contractor may charge extra for both the pump-out and abandonment of additional tanks.
 - b. Private facilities on your property: Most of us have buried, privately owned utilities such as the water line from the house to the street, landscaping lights, gas lines to pools/barbeques/gas lights, invisible dog fences, rain water drains, etc. These facilities are not marked as part of the Pa. One Call system because they are not the responsibility of any utility but rather the responsibility of the home owner. Most contractors will make every effort to determine the location of such lines and avoid them. In addition, most contractors will make repairs if they hit and damage private facilities at no additional charge. However, you should determine how such cases will be handled by your contractor before signing a contract.
 - c. Rock: It is very difficult to know how much rock, if any, will be encountered during the work by your contractor. Most reputable contractors will have a rock clause in their contract. It is important that you know what the contractors definition of rock is and how it will be measured for the purpose of extra charges. A common definition of rock is that which requires special equipment such as a jack hammer or an excavating machine mounted hammer to excavate. A common measurement of quantity is per cubic yard or per trench foot. Beware of hourly rates for undefined and unspecified quantities of work.
 - d. Restoration: The scope and method of restoration of your property is normally included in the cost of the job. However, there could be extra costs such as repaving part of a driveway or repairing or replacing a structure that had to be disassembled to facilitate construction. Such costs should be spelled out in advance. If you have shrubbery or trees that will

be affected by this work, you should discuss with your contractor how the damage or removal of these plants is to be handled. Include such items in the contract to avoid later disagreements. It is not uncommon, particularly in the winter months, for final restoration to be delayed until better weather. If this is the case, make sure that you and the contractor agree in writing when this work will be completed.

- e. **Damage to Property:** During the construction on your property, inadvertent damage could be done to sidewalks, retaining walls, driveway lights, fences, etc. You should know before you enter into a contract how such damage will be remedied, including who will pay and who will perform the work. The repair of underground electric lines should be done by professionals to insure a water tight repair.
- f. **Changes in work scope or price:** Once you and the contractor have agreed to terms and both signed the contract, any change in terms or scope must be agreed to by both parties. Any modification to the contract document should be acknowledged in writing by both parties. This can be done on the original documents by both parties initialing and dating the change(s) or if necessary by a new document signed and dated by both parties.
- g. **Warranty:** Most reputable contractors will stand behind their work for a specified period of time, typically a year. Make sure this is spelled out in your contract.
- h. **Who is working for who:** While you as the home owner would not be expected to be either sewer experts or construction experts, you have the right to know exactly what is being done on you property and you don't have to accept everything the contractor says. Ask questions! Tell the contractor what you want! **Remember who's paying the bill.**

If you have questions or need additional information, please call me at 610-566-5376.

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