

CONTRACTOR HANDBOOK

South Central Planning and Development
Commission

HOME SEWAGE TREATMENT SYSTEM PROGRAM



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CONTRACTOR'S HANDBOOK

FORWARD

Thank you for your interest! To be eligible to participate in the South Central Planning and Development Commission (SCPDC) **Home Sewage Treatment System Program**, a contractor must be qualified. Contractors must be able to meet and maintain the standards outlined in this manual. Submission of a pre-application does not guarantee pre-qualification for this program. SCPDC depends upon the skills, services and professional attitudes of qualified contractor partners for this program's success.

This project is funded through a grant from the U. S. Environmental Protection Agency (EPA) to the Barataria Terrebonne Estuary Foundation and all EPA requirements must be met.

This document:

1. Describes the procedures used while working on properties financed by the **Home Sewage Treatment System Program**, and
2. Provides examples of the forms used in the program.

All Contractors are required to familiarize themselves with the guidelines and to follow procedures, instructions, and standards identified and promoted. Our goal is high quality work and efficient operations.

All contractors will be notified when any new procedures are developed and when changes are made to current procedures. A new version will be available on our website. Contractors are required to keep themselves abreast of changes to this handbook.

If you have any questions or concerns regarding our procedures or policies, please contact

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I. GENERAL INFORMATION and REQUIREMENTS FOR QUALIFIED CONTRACTORS

Basic Requirements

To be eligible for participation in the **Home Sewage Treatment System Program**, a Contractor must:

1. Submit a Contractor's Application describing company structure, name of insurance carrier(s) for General Liability, Auto and Workers Compensation coverage's, work specialties, and licensing credentials.
2. Possess "tools of the trade" including vehicle for transporting materials, tools and accessing the property.
3. Possess and use communication devices and tools, i.e., computer, electronic mail (email), telephone, cell phone, fax machine.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.

Insurance Requirements

Contractors shall provide a Certificate of Insurance from their insurance carrier, which shall include a minimum cancellation period of thirty (30) days, certifying the insured has insurance in force for the following types and amounts of coverage required:

1. General Liability – in an amount no less than \$100,000.
2. Independent Contractors
3. Products incl. Completed Operations
4. Hold Harmless (Contractual)
5. Auto-owned, hired or leased
6. Worker's Compensation

The insurance certificates shall be submitted to SCPDC as part of the application.

Home Sewage Treatment Systems (Individual Mechanical Plants)

1. Any work performed on home sewage treatment systems, meaning individual mechanical package plants, must conform to State and Federal regulations concerning their repair and maintenance, removal and disposal of parts.
2. The company must have a current and appropriate Louisiana Department of Health Onsite Wastewater System Installers and/or Maintenance Providers license in order to provide the work. Appropriate manufacturer's endorsements must also be available. Documented proof of current certification and endorsements must be submitted prior to the start of any work and be available if requested on the job site.

II. CONTRACTOR SELECTION PROCESS

- A. The property owner will select three estimates from contractors on the pre-qualification list.
- B. Costs must be certified as reasonable by the SCPDC. SCPDC may certify any cost as ineligible or not reasonable based upon a review of the quote and funding source requirements.
- C. The Owner may accept a qualified contractor regardless of whether the submitted bid is the lowest bid.
- D. Contracts will be established between the homeowner and the contractor for the work contained in the successful bid.
- E. No repairs or improvements outside of those contained in the contract package will be eligible for reimbursement under this program. Any other work requested by the homeowner will be done at the Contractor's risk.
- F. Any designation resulting from this RFQ shall be valid from the date announced until 18 months after such announcement. Such qualifications may be renewed for up to 3 additional fiscal years if funding is available.

III. BID AND CONTRACT DOCUMENTS

Scope of Work

The Scope of Work is prepared and written by SCPDC in consultation with the property owner. The scope is developed after a complete inspection of the home sewage treatment system by SCPDC. It identifies mandatory work items that must be included in the Contractor's bid including alternates.

The work is prioritized as listed below:

- 1. Health and Safety Hazards
- 2. State and Local Sewage Treatment Code Violations
- 3. Developing Violations

Bid Proposal Form

Completed by the Contractor showing both the itemized and the total bid price for the work.

IV. STANDARD PROCEDURES

Bidding

- 1. The Contractor shall review the scope of work and all other documents. They are responsible for their bid and its contents for the project. This includes site familiarity, inspection and review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by any subcontractor who may perform work on the project.
- 2. The Contractor shall return a completed bid proposal to SCPDC and the owner prior to the any work being started.
- 3. SCPDC will review the bid proposal for conformance to the scope of work and cost. Reviewed items will include:
 - a) determination if all work items are included;
 - b) determination if bid proposal conforms to program specifications;

- c) any proposed alternates or alternate methods to address the deficiencies; and,
 - d) the cost.
4. SCPDC and the Owner may contact the Contractor to negotiate revisions to the proposal. However, no substantial changes will be negotiated or made without concurrence from both.

Repair/Replacement Contract

SCPDC will prepare the Owner/Contractor Agreement. The agreement will be executed by the Owner and the Contractor at the pre-construction conference or at any other time or place convenient to all parties. The scope of work, specifications, costs, equipment and materials, and all other contract documents will be reviewed. Work desired by the Owner but not eligible to be funded by the SCPDC cannot be performed until work under the SCPDC program is complete. Such work must be provided in a separate contract between the Owner and Contractor and SCPDC will not be responsible for any portion of payment on such contract.

Equipment Selection

The lists of specific materials, brand names or model number of the equipment to be repaired and/or replaced will be included in the contract.

Relocation and Site Protection

SCPDC does not anticipate any residents being relocated during the performance of this work since all work will be on the exterior of the occupied home. However, the Contractor is expected to secure the work area and employ all appropriate safety measures during the performance of the contracted work.

Notice to Proceed

The Notice to Proceed, signed by the Owner and SCPDC, is sent to the Contractor and authorizes the start of work. The contract shall contain the estimated start and completion dates.

Permits

The Contractor is responsible for obtaining all required permits required by the Lafourche Parish Government and the State of Louisiana prior to starting construction, and any other required inspection approvals required by the Parish and State for the project.

Inspections

The Contractor shall monitor progress of their work to ensure high quality workmanship and timely completion. The Contractor shall notify SCPDC and schedule inspections to verify unknown conditions that may affect the work, require change orders, and final completion of the work. Failure to contact SCPDC, or proceeding without the inspections, may result in delay of payments or nonpayment for unapproved work.

Payment Procedures

When work has been completed in accordance with the contract schedule, the Contractor shall request a payment inspection. The Contractor shall schedule an appointment at least one week in advance of the date the payment is desired. The payment request shall be submitted to SCPDC along with an itemized invoice on the Contractor's letterhead or invoice. SCPDC will only authorize payment for work that has been completed and verified by inspection.

Clearance Examinations

The Contractor is responsible for cleaning the site upon completion of work and returning it to the original condition. Compliance will be verified by visual inspection. Final payment will be withheld until work is tested and inspected.

Warranty

The Contractor shall provide a twelve-month warranty for both workmanship and materials. Failure to comply with the obligations of the warranty period is grounds for removal from program participation. The Contractor shall provide to the Owner the manufacturer's warranty, instruction manual, and specifications for any equipment installed as part of the work before the Notice of Completion is filed.

V. CONTRACTING NORMS

Resolving Disputes

It is SCPDC's goal to minimize disputes by having the contract accurately reflect the project and work processes involved. SCPDC will use its best efforts to resolve any disputes that may arise between the Owner and the Contractor regarding interpretation or lack of clarity. If a dispute cannot be resolved through negotiation, the terms of the contract shall prevail.

Debarment

If the contractor fails to comply with program requirements and if, in the judgment of SCPDC, does not perform satisfactory work, he/she may be disqualified from the program and no longer allowed to bid on future projects. The reasons for disqualification include, but are not limited to the following:

1. Failure to perform or maintain professional standards,
2. Failure to fulfill contractual obligations, including incomplete or unsatisfactory materials and/or labor, punch list and warranty work,
3. Failure to adhere to an established time schedule for work completion,
4. Failure to honor a bid,
5. Failure to maintain a professional working relationship with the Owner and SCPDC staff,
6. Failure to comply with all the requirements of the contract and related documents,
7. Discrimination against, or denial of employment to, any individual in the performance of any contract on the grounds of race, color, national origin, age, sex, handicap, belief or political affiliation, in violation of Title V and VII of the Civil Rights Act (A2 USC 2000d) and the Age Discrimination in Employment Act (29 USC 794),
8. Collusion between the Owner, Contractor or other party involving kickbacks or any other mutual effort to fix a bid amongst bidding contractors in violation of the Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR. Part 3),
9. Performing side deals, cash work or extra work,
10. Unapproved material substitutions, unreasonable or unexplained delays, unprofessional conduct on the part of the Contractor or his/her employees,
11. Unacceptable work, unsatisfied complaints, failure to follow program procedures, lack of liability insurance and/or worker's compensation insurance and acts or activities deemed unethical or unprofessional,

12. Discrimination, racial or sexist statements, offering bribes or kickbacks, drugs or alcohol use on job site, or unprofessional behavior,
13. Failure to pay or to make timely payments to employees, subcontractors or material suppliers.

Equal Opportunities

The contractor shall ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such actions shall include but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the contractor, must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Opportunity Act of 1972.

Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program; no work may be performed on property owned by employees or Board members of the South Central Planning and Development Commission, The Barataria-Terrebonne National Estuary Program (BTNEP) or the Barataria Terrebonne Estuary Foundation (Foundation). Immediate family members (as defined by state law) of such employees and Board members are also prohibited from participation in this program. of SCPDC shall be related in a similar fashion to any Contractors or Contractor's family. Immediate family member as the term relates to a public servant means his children, spouses of children, brothers, sisters, spouses of his brothers and sisters, parents, spouse, and the parents of his spouse. No employee, Board member, or immediate family member, of SCPDC, BTNEP or the Foundation shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.

Office Visits

SCPDC office hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, at 5058 West Main Street, Houma LA 70360.

VI. STANDARDS FOR HOME SEWAGE SYSTEM PROGRAM

PURPOSE

Standards for the repair and/or replacement of Home Sewage Systems are defined by Louisiana State Laws and local codes. In addition, SCPDC has established necessary to the implementation of the goals and objectives of the **Home Sewage Treatment System Program**. These additional standards include a priority system to identify and clarify mandatory work items and other work items done to meet program goals. The priority system is based on the following three improvement categories:

Category A: Mandatory work items. Those items that threaten the health and safety of residents

and impair the water quality of the Bayou Folsé Watershed. If there are insufficient dollars available for Category A improvements, the project should be considered infeasible and should not be approved.

Category B: Items that are code deficiencies, but are not threatening health and safety items, or that are incipient violations. (An example might be a system that is within a year or two of its life expectancy). If sufficient dollars are available to address more than all Category A items, then Category B improvements may be undertaken.

The standards are keyed A or B to provide a guide in determining the severity of deficiencies.

VII. CONTRACTOR'S ACCEPTANCE FORM

To be placed on the "Pre-Qualified Contractor List," I/We, the undersigned contracting firm, agree that I/we will comply with the following conditions on all work performed under the SCPDC **Home Sewage Treatment System Program** as follows:

1. To use only contract forms approved by SCPDC in connection with its **Home Sewage Treatment System Program**.
2. To perform in accordance with the **Home Sewage Treatment System Program** and Construction Industry Standards of date, subject to such inspections as deemed necessary by SCPDC.
3. To provide documentation showing required licensing and current liability insurance at all times.
4. To provide Worker's Compensation information, as needed.
5. To abide by Equal Opportunity provisions of the Civil Rights Act.
6. To agree that if our work is found to be unsatisfactory by the SCPDC, or if contract relations between the contractor, homeowner and other parties are found unsatisfactory, SCPDC may remove the company's name from the Contractor Database.

Firm Name

Authorized Signature

Title

Date

NOTE: THIS FORM MUST BE SIGNED AND INCLUDED WITH THE CONTRACTOR APPLICATION FORMS AND OTHER REQUIRED DOCUMENTATION.