OPERATION & MAINTENANCE CONTRACT
ON-SITE SEWAGE DISPOSAL SYSTEM
SUB-SURFACE DRIP IRRIGATION DRAINFIELD WITH NORWECO PRETREAT

The following terms and conditions for the monitoring and inspection of the on-site sewage disposal system for Nicol Residence, 552 Stonemarker Road, Mooresville, NC 28117, Iredell County, are in compliance with the North Carolina Rules for Sewage Treatment and Disposal.

Tim Barbee (the Contractor) will provide the services of a Certified Sub-Surface Operator and will provide the required inspections, tests, maintenance, and monitoring services for a period of one year from the date of this agreement. The cost of each semi-annual inspection is $250.00, payable at the time this each inspection is done and becomes binding. The property owner and the contractor may renew this contractor annually if mutually agreeable. The first two years are included in the original equipment purchase amount.

Bi-annual site visits shall include the following:

A. Inspection of the Norweco Singulair Green Pretreatment Unit, including visual inspection, testing, and cleaning of the unit's aerator. The control panel operations will also be tested. Inspection and cleaning as required of the bio-kinetic filter.
B. Inspection and cleaning as required for the Norweco Bio-Film Reactor Unit.
C. Inspection of the pump tank, including visual inspection of the unit and testing of the units pump, float switches, and control panel operations.
D. Evaluation of the drip system headworks unit including field verification of valve operation and flow rates.
E. Visual inspection of the drip field area while under a normal dosing cycle, to check for seepage, unusual ground saturation, broken or damaged drip lines, pipes, and improperly functioning air-release valves. The field shall also be checked for any areas of erosion, proper vegetation cover, protection from traffic, and diversion of surface water.
F. As required, the contractor shall collect effluent samples from the pump tank. These samples shall be delivered to a state-approved testing lab the same day as taken. A copy of the test results will be sent by e-mail to the Engineer and to Property Owner. Any system found to be dramatically outside of the normal limits of the parameters tested will be repaired at a cost to be determined and shall be re-tested at an additional cost to the owner after repairs are completed.
G. Tim Barbee may incorporate the services of a sub-contractor and/or a representative from the system manufacturers to perform any of the contractors duties under this agreement. Normal activity as covered by this contract as specified, and preformed by the above listed parties, will be done at no additional charge to the property owner. Tim Barbee shall remain responsible for the work preformed by a sub contractor or systems representative.

System Warranty: All system components are covered by the standard manufacturer's warranties, which range from two to five years. Any system component failure during the applicable warranty period shall be repaired or replaced by the approved representative of the manufacturer at no charge to the property owner for parts, unless over-ridden by a manufacturer's limitation. The labor portion of the repairs may be billable and will be stated in writing in advance. The warranty does not cover system components damaged or destroyed due to system abuse, misuse, or by an Act of God.
Required System repairs after the warranty period will be done on a time-and-material basis, with a written proposal submitted for approval prior to work being performed.

Items not covered by this contract include the following:

A. The repair or replacement of any system component after expiration of the stated warranty.
B. Removal of obstructions in sewer pipes, supply and return lines.
C. Repair or replacement of any system piping, including drip tubing.
D. Repair of replacement of pumps, floats, and control panel components.
E. Laboratory Analysis of effluent samples as required by the State over and above normal testing.
F. Other special requests by the homeowner.

A copy of each inspection report shall be:

A. E-mailed to the property owner
B. Forwarded to the Engineer by e-mail.
C. Placed in a permanent job file to be maintained by the Inspecting Contractor.

Notification of any required system modifications, repairs, or component replacement shall be left with the property owner and a copy forwarded to the local health department within 48 hours of site visit, or as required by State regulations. The property owner shall be given an estimate of the price and time to make required repairs and shall notify the contractor of their intent to have said required repairs preformed within 48 hours, or as required by State regulations.

Agreed: Property Owner

23 Nov 2018

JOHN W. NICOL

Contractor

Timothy K. Barbee 11-19-18

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Tim Barbee

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