STATE OF NORTH CAROLINA
COUNTY OF Iredell

STEVENS TRUCKING
& SEPTIC TANK SERVICE CONTRACT

This Contract is entered into this 18th day of December, 2018 by and between Stevens Septic, a North Carolina Corporation/Company of Union County, North Carolina (hereinafter the "ORC" or Operator in Responsible Charge) and Koo Loc (hereinafter "The Owner").

Property Address 131 Rice Field Rd Statesville NC
704-616-2113

Preamble

The ORC is contracting with The Owner to provide inspection services as described on Page 1 for the fees or charges also shown in Page 1.

The Owner owns or controls the property upon which a ground absorption sewage treatment system ("System") is installed, such System being designated as a type II. III. IV or V system under the Rules for Sanitary Sewage Collection. Treatment and Disposal found at 15A N.C. Admin. Code 18A. 1900 et seq.; and 15A N.C. Admin. Code 18A. 1961 requires that a condition of the Operation Permit for Type IV & V systems be that a properly executed inspection contract between the System Owner and a management entity shall be in effect for as long as the System is in use. The ORC is a management entity which employs certified operators of a type authorized by 15A N.C. Admin. Code 18a. 1961 to manage and inspect type II. III. IV. and V systems.

In consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the ORC as stipulated below.

Conditions of the Contract

A. The ORC, in consideration of the payment by the Owner as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Page 1 according to the minimum schedule of inspections/services required by regulations for the lots or parcels set above.

2) To report results of the inspections to the local environmental regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicated the need for System repairs:

a) To notify the local environmental regulatory agency within 48 hours.
b) To give notice to the "Owner" of needed repairs, and if the necessary repairs are outside the scope of the routine maintenance described in Page 1 then The Owner may request the ORC to provide an estimate. At the authorization of The Owner the ORC will perform the necessary repairs at the ORC's then-prevailing charges for services and materials.

4) If the ORC's services are terminated, the ORC will notify the local environmental regulatory agency within 48 hours.

B. The Owner, in consideration of the services performed, agrees:

1) To pay the ORC for its services according to the schedule of charges as set out in Page 1.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner(s) must provide proof that repairs have been performed by a licensed or qualified entity and the System is functioning properly or request and authorize the ORC to complete the needed repairs.

3) To notify the ORC promptly of any emergency or malfunction known to it which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the System to proper function and operation.

4) To use reasonable efforts to provide and to maintain at all times, such access to the System as is reasonably necessary for the ORC to comply with its obligations under this Agreement.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from the date of this contract, and will be automatically renewed from year-to-year thereafter, unless written notice of termination and non-renewal is given to the party not less than 60 days prior to the end of the then current annual contract year.

2) The real property to be serviced under this contract is listed on Page 2.

3) This Agreement automatically terminates if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) The parties may terminate at the end of the then current term by consent of each party or by not less than 60 days written notice to the party prior to the end of the then current contract year, and not less than 30 days written notice to the local environmental regulatory agency.

5) This Agreement may be terminated for cause for breach which remains unremedied after 15 days written notice to the defaulting party.

D. Limited Warranty

THE ORC'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT IS TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS AGREEMENT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES. LAWS. AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP. FREE OF DEFECTS. AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUALS TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES FOR DELAY ARE LIMITED TO TOTAL SUMS PAID THE ORC UNDER THIS AGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES. EXPRESS OR IMPLIED. INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESLY AND SPECIFICALLY EXCLUDED. REPAIRS. REPLACEMENTS.ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO THE ORC OR ACCEPTANCE OF THE WORK BY THE ORC DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO THE ORC.

E. Miscellaneous

1) Transfer of rights. responsibilities, and duties under this Agreement by any party shall be valid only on written notice and consent signed by all parties, which consent shall not be unreasonably or arbitrarily withheld.

2) The ORC may perform its duties and responsibilities by subcontract but the ORC will remain directly liable and responsible to the Owner under the terms of this Agreement.

3) Waiver of default or a breach of the Agreement by any party shall not operate nor be construed as a waiver of further or subsequent defaults or breach of this Agreement. Failure to take action in any default or breach does not bear action on such default at any time subsequent to such breach or default.

4) This agreement constitutes the entire agreement of the parties, incorporating, and superseding all prior representations and negotiation and may not be changed or amended except in writing signed by the parties. The Agreement shall be interpreted under North Carolina law. Any part of the Agreement declared void, illegal, or unenforceable will not affect other provisions of the Agreement.

5) Disputes arising under this Agreement shall be determined by any method of Alternative Dispute Resolution the parties choose. including but not limited to. mediation or arbitration. under the Uniform Arbitration Act of North Carolina or its equivalent. or such means or methods as the parties agree to in writing.

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 LPP Laterals.
C. Repair or replacement of any system piping.
D. Repair of replacement of pumps, floats. and control panel components.
E. Laboratory Analysis of effluent samples as required by the State after the first year.
F. Other special requests by the homeowner.

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

ATTEST:

_____

OWNER:

_____

ATTEST:

_____

Company Name

By: _____

Title: Owner

License numbers: 996735

BARRIER FOUNDATION ENGINEERING SERVICES, PC
PO Box 26072
Charlotte, NC 28221

C-3745

Project Name: On-Site Drainfield System Proposal
Address: 127 Rice Field, Iredell County, NC

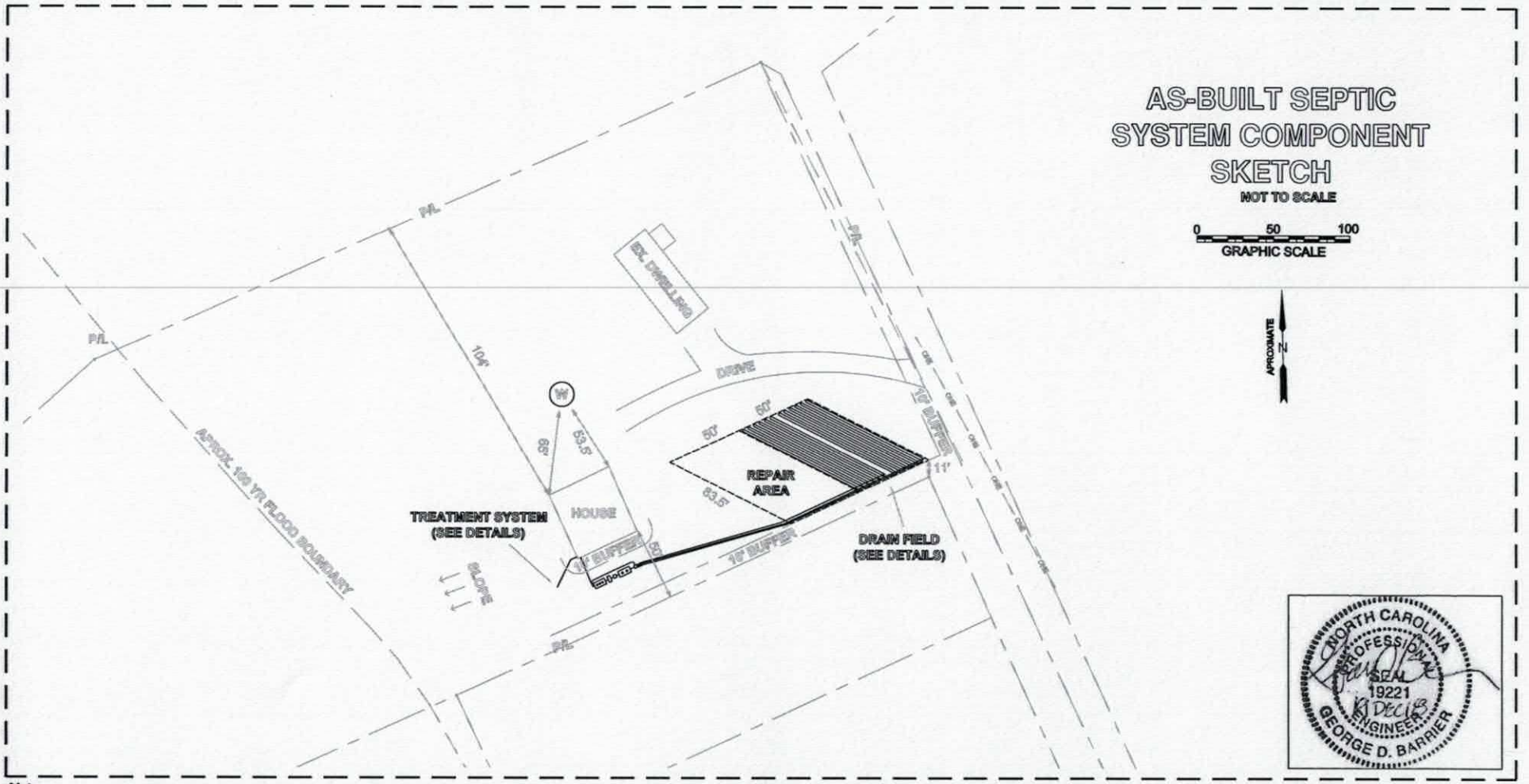
Drawing By: GDB Reviewed By: GDB
Date: 19DEC18 Date: 19DEC18
Rev: - Page 1 of 6

Prepared for review by: Owner ☐ Agent ☐ Engineer ☐ Regulator [X] Installer ☐ Soil Scientist ☐

AS-BUILT SEPTIC SYSTEM COMPONENT SKETCH

NOT TO SCALE

0 50 100
GRAPHIC SCALE



NORTH CAROLINA PROFESSIONAL SEAL 19221 ENGINEER GEORGE D. BARRIER
19 DEC 18

Notes

All dimensions are approximate, based on rough tape measurement, and survey is courtesy of Patterson Land Surveying, P.A., dated December 20, 2016, and are intended for illustration only indicating general area of the readily aparent system.. The system as designed, if installed in accordance with the manufacturer's recommendations, will function sartisfactorily. The sbove is not surveyed, if acctual locations is required a survey my an NC RLS will be required.
This drawing and the information contained in it are the property of Barrier Foundation Engineering Services, PC. who should be angaged to supervise construction, inspection and preparation of "as-built"

EOP Tracking information

The LHD completes this form for each NOI/ATO submitted to their offices. The LHD updates this information and re-sends it throughout the process as appropriate. The Department will use this data to draft required legislative reports on implementation of the EOP.

Tracking information for Engineered Option Permits (Required)

County	Iredell
LHD Reference Number	234237
Permitting backlog as of date of NOI submittal (# days)	0
Number of days to process the NOI (# days)	2
Number of days to process re-submitted NOI (# days or "NA")	N/A
Facility type	SFD
Domestic, High Strength or IPWW	Domestic
Design Daily Flow	600
Residential or Commercial	Residential
System type (per Rule .1961)	V
Date of Post-construction conference	12/18/18
Date Authorization to Operate issued	12/20/18
Fee charged for EOP	$320.00
Is fee sufficient to cover LHD costs?	Yes
Date LHD notified of EOP malfunction	
Date LHD notified of Owner complaint	