

Contract to Plan a Sewerage System

This Contract is entered into on the _____ day of _____, 20____ by and between:

_____, referred to herein as the
"Owner";

and,

_____, referred to herein as the
"Registered Onsite Wastewater Practitioner",

WHEREAS,

A. The Owner desires to have a sewerage system constructed on the property known as (insert civic address and legal description):

(hereinafter the "Property").

B. The Registered Onsite Wastewater Practitioner is a "Registered Onsite Wastewater Practitioner" as such term defined in the British Columbia *Public Health Act, Sewerage System Regulation 326/2004* ("Regulation"), and is licensed and qualified to plan and install sewerage systems.

C. The Owner desires to engage the Registered Onsite Wastewater Practitioner, under the following terms and conditions, in order to plan a sewerage system upon the Property.

NOW THEREFORE the Owner and Registered Onsite Wastewater Practitioner AGREE:

1. SCOPE OF WORK

a. The Registered Onsite Wastewater Practitioner agrees to plan, provide construction review and file a Letter of Certification for a sewerage system upon the Property in accordance the terms and conditions of this Contract and the terms and conditions in any attached quotation or estimate. Where any attached quotation or estimate contains any terms and conditions that may conflict with this Contract, the terms and conditions of this Contract shall prevail.

- b. The Registered Onsite Wastewater Practitioner shall conduct a site and soil investigation in accordance with the British Columbia Sewerage System Standard Practice Manual to determine the type of Treatment Method (as "Treatment Method" is defined in the Regulation) necessary and permissible for the Property. The Registered Onsite Wastewater Practitioner shall inform the Owner of the type of Treatment Method determined.
- c. The Registered Onsite Wastewater Practitioner shall prepare the plans and specifications ("Plans") for the sewerage system determined under Section 1b. The Registered Onsite Wastewater Practitioner shall inform the Owner of the general design of the proposed sewerage system upon the Plans being readied for submission to the regional health board. The Registered Onsite Wastewater Practitioner shall then file the Plans with the regional health board and obtain a Notice of Acceptance, or similar document, indicating that the regional health board is satisfied the Plans meet the requirements of Section 8(2) of the Regulation.
- d. During the course of construction of the sewerage system, the Registered Onsite Wastewater Practitioner shall conduct a construction review of the sewerage system as necessary and prepare any amendments to the Plans as necessary. The Registered Onsite Wastewater Practitioner shall inform the Owner of any significant changes to the sewerage system caused by the construction review.
- e. Upon completion of construction of the Property's sewerage system, the Registered Onsite Wastewater Practitioner shall submit the documentation necessary to file a Letter of Certification for the Property's sewerage system. Upon filing and providing copies to owner of the Letter of Certification and Operation and Maintenance Plan, the Registered Onsite Wastewater Practitioner's duties under this sub-section shall be considered complete.

2. RELIANCE ON INFORMATION PROVIDED BY OWNERS OR OTHERS

The Registered Onsite Wastewater Practitioner does not warrant or guarantee any document which has been prepared by any party other than the Registered Onsite Wastewater Practitioner and the Registered Onsite Wastewater Practitioner is not responsible for verifying the accuracy and completeness of any information provided by the owner or any other third party. The Registered Onsite Wastewater Practitioner will not be responsible for any errors or omissions in the representations, documents, plans, specifications or designs made by the owner or any other third party. The parties agree that the Registered Onsite Wastewater Practitioner is entitled to rely on the information provided by the owner or any third party and shall not be liable for any additional work (including reconstruction costs to satisfy legal and regulatory directives), bodily injury, death, property damage, property loss, economic loss or consequential damage of any type caused by inaccurate or incomplete information or an inaccurate or incomplete document provided by the owner or any third party.

3. NO CONSTRUCTION SERVICES

The Registered Onsite Wastewater Practitioner shall provide no construction services for the construction and installation of the Property's sewerage system.

4. TIME OF COMPLETION.

- a. The services to be performed under this Contract shall be completed on or before _____, 20__.
- b. Time is of the essence for any provision under this Contract; however, delays caused by weather, strikes, lockouts, acts of God or matters beyond the control of either party shall constitute a reasonable delay and will not be grounds to cancel or terminate this Contract.
- c. The Registered Onsite Wastewater Practitioner shall request a time extension promptly upon the occurrence of any action or event causing delay. The nature of the delay, the corrective actions taken and the impacts on the work schedule shall be described to the Owner. The Registered Onsite Wastewater Practitioner shall confirm any agreement regarding extension of time in writing.

5. PAYMENTS AND CHARGES.

- a. The Owner shall pay to the Registered Onsite Wastewater Practitioner the total amount owing based on an hourly rate of \$_____ **plus taxes** or based on the attached quote. The Owner shall make payment to the Registered Onsite Wastewater Practitioner as follows (and the Registered Onsite Wastewater Practitioner shall add on the appropriate taxes at the time of invoice):

\$_____ upon the execution of this Contract.

\$_____ upon completion of the work described in Section 1c.

\$_____ upon completion of the work described in Section 1e.

Or, optionally, in a single payment for the work described in Section 1.

- b. Payment shall be due within 30 days of the completion of each phase except that payment due upon execution of the Contract shall be due at the time of execution.

6. LIMITATION OF LIABILITY AND INSURANCE REQUIREMENTS

- a. The liability of the Registered Onsite Wastewater Practitioner, including its officers, employees and agents, to the owner and its officers, employees and agents, for any bodily injury, death, property damage, property loss, economic loss or consequential damage of any type arising out of any work provided pursuant to this contract, whether in contract or tort, shall be strictly limited to the total amount of the payment and charges in Section 5.

- b. As part of the consideration for this Contract, the Registered Onsite Wastewater Practitioner shall purchase and maintain, at its sole cost and expense during the term of this Contract, comprehensive general liability insurance in an amount of not less than \$1,000,000 and providing reasonable coverage of property damage and bodily injury on an “occurrence” basis. Further, the insurance obtained shall extend coverage to the Owner, its officers, agents and employees, as additionally insured.
- c. The Registered Onsite Wastewater Practitioner shall maintain Worker’s Compensation Insurance, which shall cover all its employees while performing any work incidental to this Contract.
- d. As consideration for the Registered Onsite Wastewater Practitioner obtaining insurance naming the Owner, its officers, agents and employees as additionally insured, the Owner, and its officers, agents and employees, agree to release and forever discharge the Registered Onsite Wastewater Practitioner from all claims, demands, damages, actions or causes of action for any bodily injury, death, property damage, property loss, economic loss or consequential damage of any type arising out of any work performed under this Contract.

7. OWNER’S RESPONSIBILITIES

- a. The Owner warrants that he or she is the owner of the Property or otherwise has the legal authority to allow, and does so allow, the Registered Onsite Wastewater Practitioner to come onto the Property as required or necessitated by the Registered Onsite Wastewater Practitioner’s duties described within this Contract.
- b. The Owner shall complete and sign a declaration providing the necessary details, as such details are requested by the Registered Onsite Wastewater Practitioner, necessary for the planning construction and maintenance of a sewerage system upon the Property.
- c. The Owner grants the authority to the Registered Onsite Wastewater Practitioner to act as his or her agent for the purpose of securing an acceptance of the Property’s sewerage system from the regional health board.
- d. The Owner grants the authority to the Registered Onsite Wastewater Practitioner to bind the Owner, in any sub-contract the Registered Onsite Wastewater Practitioner may enter into, to the same waivers, indemnities and limitations as found in this Contract.

8. NOTICES

The following representatives are authorized to act for the respective party and receive notices under this Contract.

(Agent for the Owner)

(Agent for the Registered Onsite
Wastewater Practitioner)

Address:

Address:

Telephone:

Telephone:

9. TERMINATION OF CONTRACT

This Contract may be terminated with or without cause by either party at any time either orally or in writing. In the event of such termination, the Registered Onsite Wastewater Practitioner shall be compensated for such services as are performed up to the point of termination. Any costs incurred by the Registered Onsite Wastewater Practitioner shall be due and payable by the Owner to the Registered Onsite Wastewater Practitioner within 30 days of termination.

10. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

11. PRIOR NEGOTIATIONS, REPRESENTATIONS OR AGREEMENTS

This Contract supersedes all prior negotiations, representations or agreements, either written or oral.

12. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the laws of British Columbia and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

SIGNED, SEALED and DELIVERED, in the presence of:

**OWNER
PRACTITIONER**

REGISTERED ONSITE WASTEWATER

On this _____ day of _____, 20__

On this ___ day of _____, 20__

Signature

Signature

Printed name

Printed name

Business Name (and affix business seal)