

[INSERT LETTERHEAD AND NAME OF DESIGN PROFESSIONAL]

## Contract Template Between IA OWTS Designer and Property Owner

for the Design of a nitrogen-reducing IA OWTS through Nassau County's S.E.P.T.I.C Program, this document is provided for guidance purposes only and is not intended to serve as a guarantee of Program acceptance or funding.

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### Parties

This Contract between Design Professional and Property Owner(s), dated [August 25, 2020], is made by and between **John Randall** of **A&A Design Professionaling** ("Design Professional") and **Tina R. Mendoza and Tim P. Mendoza** ("Owner(s)") for the Design of an IA OWTS for **[Insert Site Address and Specify Mailing Address, If Different]**.

### Scope of Services Required for Nassau County S.E.P.T.I.C Initiative:

*Example Residential:*

Cost for Base Design Services for **X**-bedroom IA OWTS\* Including: **\$0,000.00**

\*up to and not exceeding 1,000 gallons per day design flow in accordance with Program requirements

- a. Preliminary site evaluation and consultation with Property Owner
- b. IA OWTS Design Services - Gather Necessary Information ( i.e. soils, survey, GIS)
- c. IA OWTS Design Services - Site Plan Preparation and Design
- d. IA OWTS Design Services - Prepare and Submit Construction Plans, As-Builts, Final Approval Submission and Designer Certifications as required by State, County, City, Town, or Village.

*Example Commercial:*

Cost for Base Design Services for a Small Business IA OWTS\* Including: **\$0,000.00**

\*up to and not exceeding 1,000 gallon per day design flow in accordance with Program requirements

- a. Preliminary site evaluation and consultation with Property Owner
- b. IA OWTS Design Services - Gather Necessary Information
- c. IA OWTS Design Services - Site Plan Preparation and Design
- d. IA OWTS Design Services - Prepare and Submit Construction Plans, As-Builts, Final Approval Submission and Designer Certifications as required by State, County, City, Town, or Village.

### Services that may be required but not included in this proposal:

1. Any permitting or service fees that may be required
2. Property Survey (if you have an old survey, you may not need a new one for the IA OWTS)
3. Soil Analysis: Percolation Test, Soil Boring, and / or Test Hole
4. NYS DEC Tidal wetlands permit submission, if required
5. Other State, County, City, Town or Village requirements not directly related to the installation of the IA OWTS. (i.e electrical panel upgrades)

Additional Services, if requested, and authorized by Owner(s), will be billed at an hourly rate of **\$\_\_\_\_\_** per hour

### Terms and Conditions:

1. This Contract will be effective starting **[Month, XX, 2020]** and will continue in full force until the services are completed or terminated, ("Term").

2. The Property Owner agrees to receive and pay for the Design Professional's services under the terms and conditions outlined in this Contract. [INSERT PAYMENT TERMS & CONDITIONS]
3. The Owner agrees to pay a total of \$X,XXX.XX for the Design Professional's Services.
4. Property Owner MUST submit [INSERT NECESSARY ITEMS] to Design Professional prior to start of work.
5. Design Professional agrees to commence IA OWTS Design Services within [X] business days of receipt of Signed Contract and down payment from Owner.
6. The Parties agree that all necessary modifications to the initial proposal and plan shall be communicated and approved by the Owner and Design Professional [XX] days before its implementation.
7. Property Owner grants permission to Design Professional to submit documentation and information regarding the IA OWTS Design, Permitting, and Construction to the Nassau County Soil and Water District, as the Grant Issuing Authority.
8. Property Owner grants permission to both the Design Professional and Nassau County Soil and Water Conservation District to communicate with each other regarding the IA OWTS Design, Permitting, Construction, and Grant Status.
9. Design Professional agrees to notify Property Owner and the Nassau County Soil and Water Conservation District and provide supporting documentation once the Permits have been secured.
10. This Contract shall be governed by the laws of the State of New York and shall bind and benefit the Parties until its termination.

**ACKNOWLEDGEMENT:** Both parties agree and accept the scope and terms presented in this Contract Proposal. Design Professional agrees to commence IA OWTS Design Services within X business days of receipt of Signed Contract [add any deposit requirements that may apply]

**Property Owner(s):**

\_\_\_\_\_ (PRINT) \_\_\_\_\_ (SIGN) \_\_\_\_\_ (DATE)

\_\_\_\_\_ (PRINT) \_\_\_\_\_ (SIGN) \_\_\_\_\_ (DATE)

**Design Professional:**

\_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (TITLE)

\_\_\_\_\_ (FIRM NAME)

\_\_\_\_\_ (SIGN) \_\_\_\_\_ (DATE)