



**Contract for Standard Performance Evaluation  
And Continual Compliance Evaluation Of  
Individual Aerobic Wastewater Treatment Plant  
(ANSI/NSF Standard \_\_\_\_\_)  
SPE \_\_\_\_\_**

Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Gulf Coast Testing, LLC.**, a **Louisiana limited liability corporation**, with principal offices at 17170 Perkins Road, Baton Rouge, Louisiana 70810, herein referred to as GCT and \_\_\_\_\_ with principal offices in \_\_\_\_\_ hereinafter referred to as CLIENT and herein represented by its duly approved agent \_\_\_\_\_.

1. **TERM**

The term of this Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_ or until canceled by either party upon fifteen (15) days written notice.

2. **SERVICES**

In consideration of fees to be paid GCT by CLIENT, GCT agrees to carry out a Standard Performance Evaluation (SPE) and continual annual compliance evaluation (CCE) as defined in Section 3, for the ANSI/NSF Standard Number \_\_\_\_\_, of a sewage treatment plant submitted by CLIENT and described as the \_\_\_\_\_ for Class I effluent, hereinafter called PLANT. GCT agrees to operate PLANT in conformance with CLIENT's operating instructions. Fees and arrangements for installation and removal of the PLANT are the responsibility of the CLIENT. CLIENT is responsible for assuring proper installation of PLANT at the test site and shall sign a form indicating proper installation prior to the start of testing.

The service, as defined by this contract, is also a contractual relationship that authorizes the use of the GCT's mark on products that comply with the Standard's, the sponsor's contract, and certification program policies. The GCT mark, once authorized for use, can be used in relevant sales literature and promotional items by the client as well as can be incorporated into the client's logo. Use of the GCT mark will be limited to the terms of this contract.

3. **COMPENSATION**

The fee for the SPE and CCE is \$\_\_\_\_\_. This includes all activities required to prepare a SPE and to perform the first annual CCE on the operation of the PLANT. The costs for the preparation of the report and contractual certification are based on the following three categories: professional activities, field activities and laboratory testing. Professional activities will include project initiation, supervision of field and laboratory activities, agency liaisons, and report preparation (weekly status, final SPE report, and periodic CCE reports). Field activities will include daily sample collection, in-field testing and coordination of the required field stress testing. Laboratory testing will be on a per test basis and will include analytical testing of the influent and effluent samples as required by the ANSI/NSF Standard \_\_\_\_\_ requirements.

Included in the initial fee is compensation for the follow-up certification procedures described in Section 12. This amount is based on an annual fee of \$\_\_\_\_\_ not including expenses. This will be an annual fee to fulfill the requirements of this contract and GCT reserves the right to increase the fee with thirty (30) days notice to CLIENT.

All costs incurred on this project will be invoiced monthly in accordance with GCT's Rate Schedule. Payment shall be due within thirty (30) days of invoice date.

GCT is obligated to provide only one sampler per test site. Additional samplers will be provided by GCT, if available, at a fee.

CLIENT agrees to abide by GCT's policies for wastewater treatment devices evaluation and continual certification of compliance as outlined in this contact.



SPE \_\_\_\_\_

4. **SUSPENSION AND/OR CANCELLATION**

Should testing be stopped for any reason, CLIENT agrees to pay all testing and operation fees incurred through the stop date. CLIENT agrees to pay for any additional work performed in conjunction with the stop test. Calculation of charges and an operation, maintenance, and sampling fee will be based on the GCT's Rate Schedule in effect at the time of analysis. Unexpended fees advanced by CLIENT shall be refunded to CLIENT by GCT if this contract is voided prior to expenditure of these funds.

CLIENT may terminate this contract at any time upon fifteen days notice to GCT. GCT may terminate this contract at any time upon fifteen days notice to CLIENT.

5. **USE OF SUBCONTRACTORS**

GCT shall have the right to use qualified subcontractors to perform all or part of GCT's obligations pursuant to this contract. GCT shall give CLIENT written notice of any subcontractors used by GCT prior to use of the subcontractor. CLIENT shall have forty-eight (48) hours after receipt of notice to object to the subcontractor and the reason for such objection. An objection constitutes the CLIENT notifying GCT on the Complaint Documentation Form. The objection shall be handled using GCT's Complaints, Disputes, and Appeals Documentation Procedure.

6. **EXTENSION OF CONTRACT**

If extension of the contract is required because of PLANT or component failure not attributable to GCT, or any additional research and development not covered under this contract at the CLIENT's request is undertaken, additional charges will be assessed at the rates specified in the GCT's Rate Schedule in effect at the time, plus additional sample analysis charges. These charges will be invoiced monthly, as services are provided. "Extension" includes interruptions in testing but does not include periods following termination of testing that necessitates a new evaluation.

7. **PLANT LOSS AND/OR DAMAGE**

CLIENT agrees to assume all risks and hold GCT harmless for loss or damage of any kind to PLANT and any equipment or materials placed with GCT under the terms of this agreement, whether such loss or damage results from fire, vandalism, strikes, floods, other acts of God, or other agencies and whether it is caused by negligence of GCT, any of its employees, or agents, or otherwise.

8. **REASONABLE ACCESS OF ENTRY**

CLIENT may enter the test facility for purposes of PLANT examination only with the permission of GCT Wastewater Program Manager or designee. GCT agrees to provide reasonable access, which access will require oversight by appropriate designated GCT staff, to representatives of CLIENT designated for this purpose. CLIENT will be billed for GCT oversight during all visits per the GCT Rate Schedule in effect at the time of the visit. Failure of CLIENT to comply with this requirement is grounds for cancellation of contract by GCT.

9. **PRELIMINARY DATA**

CLIENT agrees to refrain from using any and all data provided by GCT at any time during the period of the contract, except for in-house review purposes. This data is preliminary, may be subject to change, and is provided for CLIENT's information only. Use of preliminary data in any form, or final data taken out of context from all data generated during the contract, is grounds for cancellation of contract by GCT.

10. **PROHIBITION OF UNAUTHORIZED DISTRIBUTION OF FINAL REPORT**

Only the final "Compliance Evaluation Report for Individual Mechanical Plants" obtained directly from GCT is considered an authorized report. GCT's reports shall not be copied by CLIENT for other than CLIENT's internal purposes unless authorized by distribution by GCT. Any unauthorized distribution, publication, or other unauthorized use of reports is prohibited.



SPE \_\_\_\_\_

11. **COMPLETION OR TERMINATION OF SPE**

CLIENT agrees to remove PLANT from the test site no later than 20 days following completion or termination of the SPE, or termination of this contract, or such additional time as agreed to by GCT. CLIENT further agrees to pay at the current storage fee for each and every week or part of a week that the PLANT remains at the test site beyond the date agreed to for removal.

12. **INITIAL AND FOLLOW-UP PROCEDURES**

As part of the SPE, the CLIENT agrees to participate in and/or provide access for initial and follow-up procedures and information as listed below:

- 1) Supplying detailed information, including ingredients, for the product for which the certification is being requested. This information includes, but is not limited to, the following:
  - a) product information;
    - by the CLIENT
    - by the CLIENT's suppliers
    - any other suppliers, as appropriate
  - b) manufacturing procedures, as appropriate
  - c) use or application instructions for the product
  - d) other pertinent information as required by the Standards
- 2) Auditing each manufacturing facility that produces certified products to:
  - review plant quality control program and records
  - review plant testing, procedures, and staffing
  - observe testing, where appropriate
  - verify raw materials suppliers and records
  - verify the manufacturing process and operations
  - select samples of products to be tested in accordance with program procedures, and ensure integrity for shipment to the laboratory
  - complete a field audit report
- 3) Testing of product samples based on the initial review, and as defined by the Standards;
- 4) Listing: Upon receipt of a signed contract, payment of all applicable fees, and compliance with ANSI/NSF Standard \_\_\_\_\_ and GCT's requirements, GCT agrees to finalize certification of the product; and
  - notify the applicant in writing
  - enter the listing into a permanent record
  - make the listing information publicly available
  - publish the listing of the next publication of the program listing book
- 5) Follow-up
  - at least annually, conduct audits of the manufacturing plant and collect samples for testing
  - conduct testing on the samples collected and continue certification status for the product if the testing, toxicology review and plant audit meet the requirements of the Standards and the CLIENT is in compliance with the contract and policy provisions



SPE \_\_\_\_\_

13. **DELISTING**

Withdrawal of certification will result from any of the following events and will thereby constitute the cancellation of this contract:

- the CLIENT no longer wishes to have the product certified;
- the CLIENT has failed to pay invoiced fees;
- the test results of the product were unsatisfactory and the CLIENT has not or cannot correct the failure;
- the results of the retesting of a product that had unsatisfactory test results, are again unsatisfactory;
- corrective actions were not taken at the plant in response to an unsatisfactory audit;
- the CLIENT is in violation of the contract;
- the contract with the CLIENT has been canceled.
- misuse of the certification mark, including counterfeiting, will result in delisting actions to commence as stated below.

The delisting action includes:

- notification of the CLIENT in writing;
- changing the listing records to remove the product from listing;
- not showing the product as listed in the next published listing book.

14. **ENVIRONMENTAL AND/OR HEALTH HAZARDS**

CLIENT hereby certifies and represents that CLIENT has complied with all applicable rules and regulations issued under Toxic Substances Control Act (Public Law 94-469), and that unless otherwise exempted, the PLANT furnished for the SPE does not include or use any chemicals other than those listed in the Inventory of Chemical Substances or a Revised Inventory of Substances issued by the US Environmental Protection Agency, and that CLIENT will indemnify and hold harmless GCT from and against any and all claims, lawsuits, damages, costs and expenses, penalties and fines arising out of any failure to so comply with this paragraph.

15. **COLLECTION**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. Interest on any unpaid amounts shall accrue after the due date at the rate of twenty-eight percent (28%) per annum or the maximum rate allowed by law, which ever is less. Any claim that the invoice is incorrect or claim that a credit is due for any reason must be made within forty-five (45) days of the receipt of the invoice or such claim is waived. The exclusive forum for the resolution of any dispute arising pursuant to this contract is the state court system located in East Baton Rouge Parish, Louisiana.

16. **CLAIM FOR PROFESSIONAL NEGLIGENCE**

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against GCT unless the CLIENT has first provided GCT with a written certification executed by an independent testing professional currently practicing in the same discipline as GCT and licensed in the State of Louisiana. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of the testing professional under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to GCT not less than thirty calendar days prior to the presentation of any claim or the institution of judicial proceeding.



SPE \_\_\_\_\_

17. **CONFIDENTIALITY**

GCT is responsible for ensuring that secrecy is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the CLIENT. As a result, GCT will need to obtain information which will enable it to conduct an appropriate evaluation and testing of the PLANT. During the course of the evaluation and testing, GCT will obtain information through interviews, observations and records review. In addition, the CLIENT will convey to GCT information that might constitute trade secrets and/or proprietary information. All information and resulting work products shall be handled under the following terms and conditions:

- GCT shall, for fifteen years from the date of this agreement, maintain confidential and secret all information obtained from the CLIENT and shall not disclose the same to any third party; additionally, GCT may make no use of the information for any other purpose other than to perform the required evaluation and conduct the testing, except with the expressed written consent of the CLIENT.
- GCT understands that no right or license to use any of the information provided is expressly implied or given hereunder, and GCT agrees to return all information to the CLIENT, if requested, promptly upon completion of the evaluation and testing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and the year first above written.

**CLIENT**

**GULF COAST TESTING, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS:

ATTEST/WITNESS:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_