

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR ANNUAL MAINTENANCE  
AND BOS/TSS TESTING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hurt's Wastewater Management, Ltd. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

**WHEREAS**, County desires that Contractor provide septic maintenance services and BOS/TSS testing at County facilities located at 2725 FM 521, Fresno, Texas 77545 (hereinafter "Services"); and

**WHEREAS**, Contractor represents that it is qualified and desires to perform such services; and

**WHEREAS**, County has further determined that this purchase is not subject to competitive bidding requirements under the County Purchasing Act, Section 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

**WHEREAS**, Section 262.011 (d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation under Texas State law.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall provide one year of septic system maintenance and yearly BOS/TSS testing as defined in Hurt's Wastewater Management, Ltd.'s Maintenance Contract and Proposal date October 3, 2024, attached as Exhibit A to this Agreement and incorporated by reference as if set forth herein. Any Services to be performed by Contractor for County must be scheduled at least two weeks in advance with the County's Facilities Maintenance Department. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m.-5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565 concerning the scheduling of any Services.

## **Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- A. The Maximum Compensation for the performance of Services is One Thousand Five Hundred Fifty Dollars and no/100 (\$1,550.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

## **Section 4. Limit of Appropriation**

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Thousand Five Hundred Fifty Dollars and no/100 (\$1,550.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions,

circumstances, or interpretations thereof exceed One Thousand Five Hundred Fifty Dollars and no/100 (\$1,550.00).

- C. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

#### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin on November 1, 2024, and end no later than November 1, 2025. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

#### **Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.

- B. Termination for Default

- 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within

a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

## **Section 12. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing

undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:

Fort Bend County Facilities Management & Planning

Attn: Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: Purchasing Agent  
301 Jackson Street, Ste. 201  
Richmond, Texas 77469

Contractor: Hurt's Wastewater Management, Ltd.  
P.O. Box 662  
321 Hwy. 172  
Ganado, Texas 77962

C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.



#### **Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 18. Arbitration**

County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

#### **Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 20. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

#### **Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

### **Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

### **Section 24. Taxes**

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

### **Section 25. Certain State Law Requirements for Contracts**

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**Section 27. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 28. Conflict**

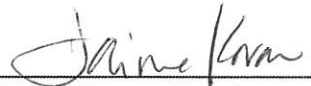
In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement shall control in all circumstances with regard to the conflict.

*{Remainder of page intentionally left blank}*

*{Execution page to follow}*

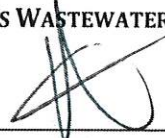
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by Fort Bend County.

**FORT BEND COUNTY**

  
Jaime Kovar, Purchasing Agent

10/24/24  
Date

**HURT'S WASTEWATER MANAGEMENT, LTD.**

  
Authorized Agent- Signature

Brad Hurt  
Authorized Agent- Printed Name

General Manager/Partner  
Title

10/23/2024  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$1,550.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

Exhibit A: Hurt's Wastewater Management, Ltd. Maintenance Contract and Proposal

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# **EXHIBIT A**

**Hurt's Wastewater Management, Ltd. Maintenance Contract  
and  
Proposal**

**Hurt's Wastewater Management, Ltd.**  
P.O. Box 662 / 321 Hwy 172  
Ganado, TX 77962

Phone: (800) 841-3447  
Fax: (361) 771-3452  
www.hurtswastewater.com

**Permit #: 2011-57**

**To: Fort Bend County Facility Maint.**  
**Attention: Justin Zwahr**  
**301 Jackson St.**  
**Richmond, TX 77469**

**Contract Period**

**Start Date: 11/1/2024**  
**End Date: 11/1/2025**

Customer ID: 2011496

Main Phone:  
Cell Phones: (281) 238-3064  
Alternate Cell:

Email: justin.zwahr@fortbendcountytexas.gov;  
jason.henry@fortbendcountytexas.gov  
Hurt's Wastewater Management, Ltd.

Subdivision:

3 visits per year - one every 4 months

Site: 2725 FM 521, Fresno, TX 77545  
County: Fort Bend  
Installer:  
Agency: Fort Bend County Environmental Health  
Mfg/Brand: -Clearstream 1000 GPD-

**Terms of Maintenance Contract**

1.) Three (3) inspections per year (at least one every 4 Months). Inspections include adjustment and servicing of the mechanical, electrical and other applicable components to ensure proper function. This includes inspecting the control panel, aerators and filters. Replacement/repair costs will be charged directly to the homeowner. A Hurt's Wastewater Management, Ltd. employee will visit the site within 48 hours of a problem being reported. Inspections may be performed anytime during the month they are due, with a two week grace period before and after the month the inspections are due.

2.) The homeowner is responsible for maintaining a chlorine residual of at least 1.0 mg/L in the treatment system. This can be accomplished by using chlorine (calcium hypochlorite) tablets for systems designed with a tablet chlorinator. Swimming pool tablets must not be used in the aerobic system designed for chlorine tablets because they cause corrosion of the components of the system. At the time of a service inspection, the service representative will inform the homeowner if the chlorinator does not contain sufficient tablets or liquid chlorine (whichever is applicable) to effectively disinfect the wastewater.

3.) The required routine reporting of system operation and function to the local authority, as required by OSSF regulation, will be covered by the policy. Any additional visits, inspections or sample collections required by specific County Agencies, TCEQ or any other regulatory agency in your jurisdiction will not be covered by the policy.

4.) The contract may be voided if NON-BIODEGRADABLE MATERIALS are used in the system.

5.) All Commercial systems will have a BOD and TSS test performed annually. Additional charges will be charged to owner for BOD and TSS testing.

This warranty is strictly limited to the above terms and does not include the cost of replacement components, chlorine or pumping of sludge build-up. The maintenance policy includes labor charges only for normal routine inspections and maintenance. Additional service calls are not covered by the policy. Service determined to be caused by abuse or neglect is not covered by the policy. Failure to pay for service call, labor, and/or replacement components not covered under warranty will void contract.

VIOLATIONS include shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

The homeowner agrees to provide Hurt's Wastewater Management Ltd. with all gate combinations, keys, etc. necessary to gain access to the system for the purpose of conducting routine inspections or service calls prior to the start date of this contract and notify Hurt's Wastewater Management immediately with any changes and provide the new combinations or keys. By signing this form, both maintenance provider and homeowner agree to the terms of this policy.

**THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY.**

Please check your contract preference:

\_\_\_ \$1130.00 Service contract only; no chlorine (homeowner must install own chlorine)

\_\_\_ \$1300.00 Service contract with chlorine provided

**\*\*Fort Bend County residents have been assessed a processing and handling fee. This fee is included in your contract price.**

**Please include your payment with the signed contract.**

Home Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Hurt's Wastewater Management Ltd.: \_\_\_\_\_ Date: \_\_\_\_\_

**Hurt's Wastewater Management, Ltd.**  
P.O. Box 662 / 321 Hwy 172  
Ganado, TX 77962

**PROPOSAL**

Printed on: 10/3/2024

(800) 841-3447  
Fax: (361) 771-3452

Proposal Date: 10/3/2024

Proposal No: 32117

Customer Phone:

Work Phone:

Cell Phone: (281) 238-3064

Alternate Cell Phone:

nr@fortbendcountytexas.gov; jason.henry@fortbendcountytexas.gov

Reference No:

County / Parish: Fort Bend

Entered By:

To: Fort Bend County Facility Maint.  
Attention: Justin Zwahr  
301 Jackson St.  
Richmond, TX 77469

**Proposal Type: Yearly BOD/ TSS Test**

| Proposed Items and Descriptions | Qty | Unit Price | Sub-Total | Taxed                    | Tax Amount | Line Total |
|---------------------------------|-----|------------|-----------|--------------------------|------------|------------|
| Yearly BOD / TSS Test           | 1   | \$250.00   | \$250.00  | <input type="checkbox"/> | \$0.00     | \$250.00   |

Total Tax % and Amount: 0.000% \$0.00

**Proposal Total: \$250.00**

This Proposal is good for 30 days.