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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an OSSF Maintenance Contract with Aloha Septic for OSSF Maintenance at the PCT. 4 Offices at 195 Roger Hanks Pkwy in Dripping Springs.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 19, 2013	\$1200

LINE ITEM NUMBER
001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	WHISENANT	N/A

SUMMARY
The attached contract will cover one year of OSSF maintenance at the PCT. 4 County Offices.

FILED: **03 19 13**
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28870 VOL V PG 115



Yearly on Site Septic Maintenance Agreement

- I. **Involving:** This Maintenance Agreement is entered into by Dripping Springs Precinct# 4 (hereinafter referred to as "Client") who has the Ownership and Obligations for the On Site Sewage Facility (hereinafter referred to as the "OSSF") and between Aloha Septic, LLC. (hereinafter referred to as "Contractor"), mailing address P.O. Box 92253 Austin, Texas 78709, (512) 785-8313. By this Agreement, Contractor agrees to provide services, as described herein to the On Site Sewage Facility (hereinafter referred to as "OSSF"), and Client agrees to fulfill their requirements under this Agreement as described herein.
- II. **Legal Description:** Regularly schedule inspections of the OSSF shall be preformed at:
- Home Owner Dripping Springs Precinct# 4 Permit No. 2007-17,
- Street Address 195 Roger Hanks Parkway/ P.O. Box 1158, Dripping Springs, 78620,
- City Dripping Springs, Texas, Zip 78620,
- Client (phone) _____ (cell) _____ (work) _____ (fax) _____
- Client (E-Mail) _____
- Brand Name Sand-filter, Model No. _____, Serial No. _____, Gpd as designed _____,
- III. **Effective Date:** This contract will begin and run for One (1) year(s) from date contractor receives a signed copy of this contract and complete payment is rendered in full. Contracted term dates March 31, 2013 to March 30, 2014.
- IV. **Contract Fees:** The cost for this agreement is \$1200.00 (Twelve Hundred dollars) per year. This Fee only involves the regularly scheduled required inspection service described herein under the Contractors Services. **Any extra service/work that is preformed on the OSSF will be a separate charge due in full at the time the services are completed.**
- V. **Contractors Services:** Contractor will provide the following services under this agreement as listed.
- Contractor shall perform 1 (One) regularly schedule inspections every month throughout the contracted year. The inspections shall be performed on the month of as listed regardless of contract dates.
 - Aloha Septic will perform the routine required inspection per the OSSF Manufacture's requirements on all mechanical parts of the OSSF.
 - Report all findings to the appropriate Local Regulatory Agency and to the Client, as is required by both the State's and the Local Regulatory Agency's OSSF rules. All findings will be reported to all parties involved within ten (10) business working days.
 - Written notification of the visit will be left at or mailed to the home or site personnel, as appropriate, upon completion of inspection, within ten (10) business working days.
 - Contractor will notify Client by all means necessary within twenty-four (24) hours that their OSSF is in need of repairs and the OSSF system has failed the regularly scheduled required inspection.
 - Contractor is required to report all failing OSSF that can not be repaired within one (1) business working day contractor must file a failing report within ten (10) business working days of the scheduled visit to the State's and Local Regulatory Agency's.
 - Contractor is required to act in response to the Client's requests for Service Call within two (2) days of receipt.
- VI. **Extra services:** Any extra work performed by contractor on the OSSF that is not covered in the original contract.
- Contractor** provides Manufacture approved septic tablets during the routine scheduled inspection at no extra cost and is included in this contract.
 - Contractor** provides Manufacture approved septic liquid chlorine during the routine scheduled inspection at a cost of \$75.00 (Seventy-Five dollars) per year. (Client Int. or N/A _____)
 - Contractor** provides Manufacture approved Air Filters for HiBlow & Troy Aire compressors during the routine scheduled inspection at a cost of \$20.00 (Twenty dollars) per year. (Client Int. or N/A _____)
 - Contractor** provides Manufacture approved Air Filters & O-rings for the Gast rotary vain air compressor during the routine scheduled inspection at a cost of \$75.00 (Seventy-Five dollars) per year. (Client Int. or N/A _____)
 - Auto Dialer Systems** All systems that come with the auto dialer will be charged \$100.00 (One Hundred dollars) per year for the extra service and monthly reporting which is required. (Client Int. or N/A _____)



- F. **Client Pre-approves** contractor to perform any repairs of any component(s) of the OSSF deemed necessary during the routine scheduled inspection to keep the OSSF working per the Manufacture's specifications. Provided said repairs cost does not exceed \$100.00 (One Hundred Dollars). (Client Int. or N/A _____)
- G. **Insurance:** If a certificate for proof of insurance is required for this contract there will be a fee of \$150.00 (One Hundred and Fifty Dollars) per year. Client Int. _____)
- H. **Service Calls** due to OSSF alarms will be invoiced at an hourly rate of \$100.00 (One hundred dollars) per hour. All materials deemed necessary for repairs must be prepaid by client. An invoice with the estimated (bid only) cost for repairs will be submitted to client for approval and a deposit check. No service calls are included with the yearly septic maintenance agreement.
- I. **Any Extra** work requested by client, client will be invoiced at an hourly rate of \$100.00 (One hundred dollars) per hour. All materials deemed necessary for repairs must be prepaid by client. An invoice with the estimated (bid only) cost for repairs will be submitted to client for approval and a deposit check. No extra services are included with the yearly septic maintenance agreement.
- J. **Effluent Sample** is required once a year by the county and is included with this contract. All other(s) required effluent sampling deemed necessary by Contractor or County to be sent out for lab work to evaluate the biological environment of the OSSF. Client agrees to pay for testing directly to the Lab Company. All services performed by contractor will be invoiced at an hourly rate of \$100.00 (One hundred dollars) per hour. (Client Int. _____) ★
- K. **Tank Pumping** may be deemed necessary due to an overly high level of sludge build up in the tank(s). Client agrees to pay the pumping company directly on the day of services. This action will only be preformed after receiving prior approval from client. This service is between the Client and Pumping Company. As your maintenance provider it is necessary to be onsite to oversee the pumping and inspect the condition of the tank(s) and components of the OSSF during and after the pumping of the solids. (Client Int. _____) ★
- L. **Any Service** not before described here in contract agreement will be invoiced at an hourly rate of \$100.00 (One hundred dollars) per hour. All materials deemed necessary for repairs must be prepaid by client. An invoice with the estimated (bid only) cost for repairs will be submitted to client for approval and a deposit check. No extra services are included with the yearly septic maintenance agreement.
- M. **Re-report** repaired and passing OSSF within five (5) business working days of completion of repairs rendered to the State's, Local Regulatory Agency's and Client for a re-filing fee of \$25.00 (Twenty-five dollars).
- N. **Re-inspection Fee** - All septic systems that were not able to be inspected during the normal routine visit due to any unforeseen reason will be charged at the hourly rate of \$100.00 (One hundred dollars) per hour.
- VII. **Client's Obligations:** The client is responsible for the following listed herein below.
- A. Client here by grants access to the contractor, without prior notification, onto the site where all the components of the OSSF are located to perform regularly schedule inspections and repairs as needed during normal business hours (Monday thru Friday, 7:00am to 6:00pm and Saturday 9:00am to 3:00pm).
- B. Client will provide contractor with the past six (6) months of water usage bills from your water service provider.
- C. Grant permission to contractor to file an Open-Records request from the permitting authorities to obtain all records pertaining to the OSSF permits.
- D. Keep a current license/permit to operate an OSSF from the State and Local Regulatory Agency. Also abide by the conditions and limitations of the OSSF specified by the manufacturer's recommendations.
- E. Client provides a safe environment for the contractor to perform regularly schedule inspections and repairs free of harmful pets or animals during scheduled visits.
- F. Client needs to become familiar and knowledgeable regarding their OSSF.
- G. Notify immediately the contractor of any problems or alarms with the OSSF.
- H. Between regularly scheduled inspections visits client need to check the OSSF chlorinator for proper levels of chlorine to maintain a properly functioning system. (Only if owner is doing their own chlorine).
- I. Maintain proper surface drainage of rain water away from the OSSF to prevent any undesirable affects.
- J. Maintain a proper yard or lawn maintenance and the removal of obstacles such as, trees, shrubs and plants from the OSSF as needed to allow the contractor to perform regularly scheduled visits.
- K. Not allow back flushing or the house water conditioner/softener into the OSSF.



- L. Client will not dispose of any harmful chemicals into the OSSF system.
 - M. Promptly render payment in full for any contractor submitted invoice(s) in a prompt manner to prevent any invoice from going to the collection department.
 - N. If contractor is unable to gain access to property due to (locked gates, known dog offenders, or unforeseen circumstances) contractor shall turn in a report stating reason why inspection can't be performed at that time.
- VIII. **Payment:** Payment of this contract is due upon signing.
- A. Payment must be rendered in full, \$1200.00 (Twelve Hundred dollars) , at time of signing of this On Site Septic Maintenance Agreement. (Client Int. _____) ★
 - B. All extra service invoices rendered to client are due for payment in full upon receipt.
- IX. **Late Payment:** All invoices that are over due more than thirty (30) days will be charged a late fee of \$25.00 plus interest of 1.25% on all unpaid invoices. In addition to all reasonable collection and/or attorney's fees incurred by Contractor in collection of any and all unpaid debt(s). If contractor does not receive timely payment for Services or Extra services, then Contractor is not obligated to perform any portion of this Agreement.
- X. **Liability:** Contractor assumes no liability for any pre-existing problems or conditions. In no event shall the Contractor be held liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's be held liable for direct damages exceed the total contract fee paid in one year by Client for the Services described on page 1 article V. of this Agreement. Contractor is not responsible for any failure of any portion of the OSSF system that has resulted from the owners abuse, neglect, misuse or failure from intervening causes. Contractor shall not be liable for materials and repairs performed or installed by others not a party to this agreement.
- XI. **Outside Contractors:** Aloha Septic is the company you hired to work on your septic system and provide proof of insurance. Aloha Septic will not be held responsible for any other contractors parts or labor including warrantees, guarantee.
- XII. **Renewal:** This one (1) year Agreement shall continue year to year on the same terms unless either party gives written notice of change or terminate this contract.
- XIII. **Transferable:** This Agreement in its integrity is transferable form a home seller to the new buyer and will stay in force thought the duration of the contract.
- XIV. **Permits:** If this contract is used for securing an approved permit from the authorizing authority the owner is obligated to the terms of this contract. In the event the owner wishes to withdraw from contract after the permits have been approved said owner forfeits the rights for refund.
- XVI. **Agreement Termination:** This Agreement may be terminated by either party with a 30 days written notice in any event by either party for failure to perform in accordance with these terms, by the other party without fault of the terminating party. Contractor shall be due, and may collect any outstanding debt for any work performed but not yet paid by Client. Including late fees and any other fee's that might be incurred during the termination. NOTE: Per State and Local Regulatory Agency rules, the terminating party is responsible for, and will also immediately notify, in writing, the Manufacturer, State's and the Local Regulatory Agency of this termination.
- XVII. **Intact Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written.

Client (signature) _____ (date) _____ ★

Client (signature) _____ (date) _____

Contractor (signature) _____ (date) _____

Chris - On Site Sewage Facility Maintenance Provider – License No. MP0001383
 Chris - On Site Sewage Facility Installer – Class "II" – License No. OS0028350
 Monica - On Site Sewage Facility Apprentice – License No. OS0028919
 Monica - On Site Sewage Facility Maintenance Technician – License No. MT0000134