



**Board of Directors Meeting
February 26, 2026**



Agenda
Regular Meeting
San Jacinto River Authority Board of Directors
Thursday, February 26, 2026 - 9:00 A.M.
General and Administration Building - Boardroom
1577 Dam Site Road, Conroe, Texas 77304

A quorum of the San Jacinto River Authority Board of Directors will be physically present in the Boardroom of the General and Administration Building located at 1577 Dam Site Road, Conroe, Texas, as it is the intent of the Board of Directors to have a quorum physically present at this location. One or more members of the Board of Directors, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

1. Invocation and Pledges of Allegiance to the U.S. and Texas Flags

Rabbi Edwin Goldberg, D.H.L., Congregation Beth Shalom of The Woodlands

2. Ceremonial Items

3. Call to Order

4. Public Comments (3 minutes per speaker)

5. Work Session

This item consists of updates, briefings, presentations, and discussion items that may require in-depth consideration and discussion by the Board.

5.1 Update by the General Manager regarding meetings, projects, events, issues, and activities pertinent to the Authority.

5.2 Update by the Director of Communications and Public Affairs regarding various division and department projects, initiatives, tours, meetings, and social media platforms.

5.3 Update regarding the 2023 Sunset Commission's Recommendations.

5.4 Presentation of the San Jacinto River Authority's Management Audit.

6. Consent Agenda

This agenda consists of ministerial or "housekeeping" items required by law, such as routine bids, contracts, purchases, resolutions, and orders; items previously approved by Board action, such as adoption of items that are part of an approved budget or capital improvement projects, interlocal agreements, or action which is required by law or delegated to the General Manager; and items of a non-controversial nature. These items will be considered by a single motion unless removed and placed on the Regular Agenda for individual consideration at the request of any Director.

6.1 G&A - Minutes

Approval of Minutes - Regular Meeting of January 22, 2026.

6.2 G&A - Unaudited Financials

Consider approval of the unaudited financials for the month of December, 2025.

6.3 G&A, GRP, Lake Conroe, and Woodlands - Mowing and Landscaping Services

Consider authorizing the General Manager to execute a General Services Agreement with Earthworks Landscaping and Maintenance, LLC, to provide mowing and landscaping maintenance services for the G&A, GRP, Lake Conroe, and Woodlands Divisions.

6.4 Highlands - Amendment No. 1 to Work Order No. 1 for Structure 2 and South Canal Bypass Levee Improvements

Consider authorizing the General Manager to execute Amendment No. 1 to Work Order No. 1 with Diaz Engineering, LLC, for engineering design of Structure 2 and South Canal Bypass Levee Improvements for the Highlands Division.

6.5 Woodlands - Amendment No. 1 to Work Order No. 2 for Elevated Storage Tank No. 6

Consider authorizing the General Manager to execute Amendment No. 1 to Work Order No. 2 with Halff Associates, Inc., for final design of Elevated Storage Tank No. 6 for the Woodlands Division.

7. Regular Agenda

This agenda consists of items requiring individual consideration by the Board of Directors.

7.1 Highlands - Professional Services Agreement and Work Order No. 1 for Siphon 21 Improvements

Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with BGE, Inc., for preliminary engineering of Siphon 21 Improvements for the Highlands Division.

7.2 G&A - Resolution - Amended Procurement Policy

Consider adoption of a resolution of the San Jacinto River Authority Board of Directors adopting an amended Procurement Policy by amending Section 2(h)(i), "Delegation of Authority", formalizing the General Manager's approval authority.

8. Executive Session

If necessary, the Board of Directors will adjourn to Closed Session at this point in the meeting to consider the following items; however, the Board of Directors reserves the right to adjourn to Closed Session at any time during the course of this meeting as allowed by law.

8.1 Discussion regarding items identified elsewhere on the agenda pursuant to Texas Government Code Sections 551.071, Consultation with Attorney; 551.072, Real Property; 551.073, Prospective Gifts; 551.074, Personnel Matters; or 551.076, Security Devices, as applicable.

8.2 Pursuant to Texas Government Code, Section 551.071, Consultation with Attorney:

- 8.2.1** Litigation related to Hurricane Harvey, including additional legal services to be provided by Hunton Andrews Kurth, LLP; and
- 8.2.2** Litigation involving City of Magnolia, Quadvest, L.P., Woodland Oaks Utility, L.P., Titter-Bell and CDF Textiles, LTD, related to GRP, and other potential litigation related to GRP.

8.3 Pursuant to Texas Government Code, Section 551.072, Real Property:

- 8.3.1** Discussion regarding the April Sound Driving Range; property located at 14982 Highway 105 West, Montgomery County, Texas; and GRP waterline relocation project located at Highway 75 and Highway 830.

8.4 Pursuant to Texas Government Code, Section 551.074, Personnel Matters:

- 8.4.1** Discussion regarding duties and responsibilities of the General Manager.

9. Reconvene In Open Session

The Board of Directors will reconvene in Open Session at this point in the meeting and, if necessary, take action on any agenda item discussed in Closed Session and/or identified below.

10. Announcements / Future Agenda

Next San Jacinto River Authority Regular Board Meeting - March 26, 2026.

11. Adjourn

Persons with disabilities who plan to participate in the meeting and would like to request auxiliary aids or services are requested to contact Cynthia Bowman at (936) 588-3111 at least three business days prior to the meeting so that appropriate arrangements can be made.

Item No.	Agenda Item	Date
6.1	Consider approval of minutes from the Board of Directors meeting of January 22, 2026.	02/26/2026

BACKGROUND INFORMATION

FUNDING SOURCE: N/A

ATTACHMENTS: Minutes

RECOMMENDED ACTION

Approve the minutes of the January 22, 2026, Board of Directors meeting.

**BOARD OF DIRECTORS
SAN JACINTO RIVER AUTHORITY
MINUTES OF REGULAR MEETING
JANUARY 22, 2026**

A regular meeting of the Board of Directors of the San Jacinto River Authority was held at 9:00 a.m., January 22, 2026, at the San Jacinto River Authority General and Administration Building. Notice of said meeting was posted as required by law. President Ronnie Anderson, Vice President Ed Boulware, Secretary Wil Faubel, Secretary ProTem Ricardo Mora (videoconference), Director Stacey Buick, and Director Stephanie Johnson were present. Treasurer Mark Micheletti was absent. Also in attendance were Aubrey A. Spear, General Manager; Heather Ramsey, Director of Communications and Public Affairs; Ed Shackelford, Director of Operations, Connie Curtis, Director of Technical and Operational Services, Pam Steiger, Chief Financial Officer; Cynthia Bowman, Chief of Staff; Amy Sims, General Counsel, and Mitchell Page, General Counsel.

1. Invocation and Pledges of Allegiance to the U.S. and Texas Flags

The invocation was given by Director Stacey Buick and the Pledges of Allegiance to the U.S. and Texas Flags were led by Director Ronnie Anderson.

2. Ceremonial Items

2.1 Receipt of Commendations, Awards, and Honoraria

- **H-Town Showdown Awards**
Mr. Chris Meeks, Mr. Jeff Meyer, and Mr. Matthew Parks presented awards received by the GRP and Woodlands Divisions at the H-Town Showdown competition.
- **Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting**
Ms. Pam Steiger and the Accounting Department received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting award.

3. Call to Order

The meeting was called to order at 9:10 a.m.

4. Public Comments

Mr. Kevin Lacy provided comments related to Lake Conroe.

5. Work Session

5.1 Update by the General Manager regarding meetings, projects, events, issues, and activities pertinent to the Authority

Mr. Spear provided comments related to the various meetings, projects, events, issues, and activities pertinent to SJRA.

5.2 Update by the Director of Communications and Public Affairs regarding updates related to various division and departmental projects, initiatives, tours, meetings, and social media

platforms

Ms. Ramsey provided information related to various community engagement events, social media highlights, and employee highlights.

5.3 Presentation of the Annual Historically Underutilized Business ("HUB") Report

Mr. Justin Ford, Procurement Manager, provided the Board of Directors with the annual Historically Underutilized Business Report.

5.4 Presentation regarding the Entergy Powerline Replacement Project

Mr. David Sidney, Lake Conroe Manager, presented information related to the Entergy Powerline Replacement Project.

5.5 Presentation regarding Lake Conroe Gate Operations

Mr. Bret Raley, Raw Water Enterprise Manager, and Mr. Matt Barrett, Water Resources and Flood Management Division Manager, presented information regarding the Lake Conroe gate operations, forecast tool development, and the Lake Conroe and Lake Houston Joint Operations Study.

6. Consent Agenda

Director Johnson made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Boulware and carried unanimously.

6.1 G&A - Minutes

Approval of Minutes - Regular Meeting of December 11, 2025.

6.2 G&A - Unaudited Financials

Consider approval of the unaudited financials for the month of November, 2025.

6.3 Highlands - Amendment to Water Supply Contract with Industrial Customer

Authorize the General Manager to execute an amendment to a water supply contract, in a form approved by the General Counsel, with an industrial customer for the Highlands Division.

6.4 Lake Conroe - Work Order No. 2 for Dam Relief Wells Annual Maintenance

Authorize the General Manager to execute Work Order No. 2 with Integrity Pipeline Services, Inc., in the amount of \$82,702, for Lake Conroe Dam Relief Wells Annual Maintenance Services, and contract modifications up to the amount approved per the Procurement Policy.

6.5 Raw Water Enterprise - Work Order No. 8 for Raw Water Enterprise Rate Model Support Services

Authorize the General Manager to execute Work Order No. 8 with Carollo Engineers, Inc., in an amount not to exceed \$10,000 for Raw Water Enterprise Rate Support for the Raw Water Enterprise.

7. Regular Agenda

7.1 G&A - Annual Comprehensive Financial Report

Ms. Jamye Lewis, Accounting Manager, reported on the processes involved in the compilation of the Annual Comprehensive Financial Report (“ACFR”). Ms. Jennifer Weineke, Auditor with Knox Cox and Company, presented the Annual Comprehensive Financial Report and reported an unmodified (“clean”) opinion with no material internal control weaknesses or deficiencies. Director Faubel, on behalf of the Finance Committee, commended the Accounting Department for their efforts. Director Buick made a motion to accept the Annual Comprehensive Financial Report - Audited Financial Statements and Related Notes, and the State Single Audit Report for the fiscal year ended August 31, 2025. The motion was seconded by Director Faubel and carried unanimously.

7.2 GRP - Resolution - Amended Fiscal Year 2026 Operating Budget for the GRP Division*

Ms. Steiger provided an overview of the proposed amendments to the Fiscal Year 2026 GRP Operating Budget. She summarized prior Board and GRP Review Committee actions related to increased surface water production capacity, associated rate reductions, and the use of City of Conroe settlement funds for bond defeasance. Ms. Steiger explained that the two proposed budget amendment options directly correlate with the two Fiscal Year 2026 GRP rate order options. She reviewed both proposed budget amendment options which reflected differing levels of rate reduction and the potential inclusion of a \$500,000 transfer to the Repair and Replacement Fund (“R&R Fund”). Ms. Steiger noted that if approved, the amended rates would become effective February 1, 2026, and that both options are projected to provide sufficient revenue to support GRP operations under anticipated demand conditions. Discussion ensued. Director Faubel made a motion to adopt Resolution No. 2026-R-01, of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the GRP Division by selecting Option 2, whereby reducing the GRP groundwater rate by \$0.11, from \$2.62/1,000 gallons to \$2.51/1,000 gallons, as well as reducing the GRP surface water rate by \$0.11, from \$3.21/1,000 gallons to \$3.10/1,000 gallons, and including a \$500,000 transfer to the R&R Fund. The motion was seconded by Director Buick and carried unanimously.

7.3 GRP - Order - Amended Rate Order for GRP Participants

Ms. Steiger reiterated that the two proposed budget amendment options directly correlate with the two Fiscal Year 2026 GRP rate order options, therefore selecting Option 2 provides for a reduction to the GRP groundwater rate of \$0.11, from \$2.62/1,000 gallons to \$2.51/1,000 gallons as well as a reduction to the GRP surface water rate of \$0.11, from \$3.21/1,000 gallons to \$3.10/1,000 gallons. Director Buick made a motion to adopt Order No. 2026-O-01, of the San Jacinto River Authority Board of Directors amending the Rate Order for GRP Participants, to be effective February 1, 2026. The motion was seconded by Director Johnson and carried unanimously.

7.4 Highlands - Change Order No. 2 for Siphon 39 and Levee Improvements Project

Mr. Dan Hilderbrandt, Technical Services Manager, provided an overview of the Siphon 39 and Levee Improvements Project and further explained the circumstances that necessitate Change Order Nos. 2 and 3. Director Johnson made a motion to authorize the General Manager to execute Change Order No. 2 with LASS Engineering and Construction, Inc., in the amount of \$149,752.14 and 114 calendar days for the Siphon 39 and Levee Improvements Project for the Highlands Division. The motion was seconded by Director Boulware and carried unanimously.

7.5 Highlands - Change Order No. 3 for Siphon 39 and Levee Improvements Project

Director Buick made a motion to authorize the General Manager to execute Change Order No. 3 with LASS Engineering and Construction, Inc., in the amount of \$186,858 and 21 calendar days, for the Siphon 39 and Levee Improvements Project for the Highlands Division. The motion was seconded by Director Johnson and carried unanimously.

8. Executive Session

The meeting was convened into executive session at 10:56 a.m., under the following provisions:

8.1 Discussion regarding items identified elsewhere on the agenda pursuant to Texas Government Code Sections 551.071, Consultation with Attorney; 551.072, Real Property; 551.073, Prospective Gifts; 551.074, Personnel Matters; or 551.076, Security Devices, as applicable.

8.2 Pursuant to Texas Government Code, Section 551.071, Consultation with Attorney:

8.2.1 Discuss litigation related to Hurricane Harvey, including additional legal services to be provided by Hunton Andrews Kurth, LLP; and

8.2.2 Discuss litigation involving City of Magnolia, Quadvest, L.P., Woodland Oaks Utility, L.P., Titter-Bell and CDF Textiles, LTD, related to GRP, and other potential litigation related to GRP; and

8.3 Pursuant to Texas Government Code, Section 551.074, Personnel Matters:

8.3.1 Discussion regarding General Manager, Director of Operations, Director of Technical and Operational Services, Director of Communications, Chief Financial Officer, General Counsel, and Chief of Staff.

9. Reconvene In Open Session

With a quorum of the Board present, the meeting was called into open session at 11:37 a.m.

10. Announcements / Future Agenda

It was announced that the next San Jacinto River Authority Regular Board Meeting will take place on February 26, 2026.

11. Adjourn

Without objection, the meeting was adjourned at 11:38 a.m.

Wil Faubel
Secretary, Board of Directors

Item No.	Agenda Item	Date
6.2	Consider approval of the unaudited financials for the month of December, 2025.	02/26/2026

BACKGROUND INFORMATION

The monthly unaudited financial statements are intended to keep the Board of Directors apprised of the ongoing financial condition of the Authority.

The monthly statements include Financial Highlights, Schedules of Revenues and Expenses (Actual and Budget), Unaudited Balance Sheet, Unaudited Statement of Revenues and Expenses (Summary), and Schedule of Investments.

FUNDING SOURCE: N/A

ATTACHMENTS: Unaudited Financials

RECOMMENDED ACTION

Approve the unaudited financial statements for the month of December, 2025.

San Jacinto River Authority



Unaudited Financial Statements

For the Four Months Ending December 31, 2025

APPROVED BY:

Pam J. Steiger
Pam J. Steiger, CPA
Chief Financial Officer

01/15/26
Date

Jamye Lewis
Jamye Lewis, CPA
Accounting Manager

1/15/2026
Date

San Jacinto River Authority

Unaudited Financial Statements

For the Four Months Ending December 31, 2025

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San Jacinto River Authority
Unaudited Statement of Net Assets
As of December 31, 2025

	General Operating Division					Woodlands Division				
	Raw Water Enterprise & Other*	Lake Conroe	Highlands	Flood Management Division	Groundwater Reduction Plan Division	Woodlands Operating	Future Facilities	Water & Wastewater	Repair & Replacement	
	Total									
Current Assets										
Cash and Cash Equivalents	\$ 61,717,184	\$ -	\$ -	\$ -	\$ 40,887,783	\$ 9,918,972	\$ -	\$ -	\$ -	
Unrestricted										
Restricted:										
Cash	3,003,934	1,815,860	-	1,188,074	-	-	-	-	-	
Reserves	31,698,234	2,625,600	6,586,071	-	9,632,357	8,554,476	-	-	-	
Debt Service	49,326,875	6,184,691	-	-	39,499,888	2,935,236	-	707,061	-	
Construction	70,409,038	4,191,366	16,316,062	-	6,886,721	5,527,885	5,305,205	-	29,110,259	
Construction Escrow	21,405,363	-	-	-	-	21,405,363	-	-	-	
Accounts Receivable	17,390,027	2,802,629	3,153,183	776,143	7,552,737	3,055,459	-	14,746	-	
Due from Other Funds	7,825,915	5,609,852	285,177	507,149	-	-	1,409,767	1,056	12,914	
Inventory and Other Prepaid Expenses	1,915,324	(13,900)	91,847	159,757	563,238	1,106,834	-	-	-	
Total Current Assets	\$ 264,691,894	\$ 34,126,526	\$ 10,901,474	\$ 23,604,169	\$ 1,971,766	\$ 52,504,226	\$ 6,714,973	\$ 722,863	\$ 29,123,173	
Noncurrent Assets										
Long-Term Receivables	\$ 2,283,073	\$ -	\$ -	\$ -	\$ 2,283,073	\$ -	\$ -	\$ -	\$ -	
Total Noncurrent Assets	\$ 2,283,073	\$ -	\$ -	\$ -	\$ 2,283,073	\$ -	\$ -	\$ -	\$ -	
Capital Assets										
Total Capital Assets	\$ 904,136,017	\$ 48,295,478	\$ 16,998,250	\$ 116,036,714	\$ 604,533	\$ 90,076,109	\$ 63,270,537	\$ 76,662,681	\$ 30,612,086	
Less: Accumulated Depreciation	(368,584,588)	(5,938,544)	(4,940,578)	(32,570,902)	(11,500)	(67,481,046)	(41,053,873)	(55,689,309)	(6,768,585)	
Less: Accumulated Amortization	(379,679)	-	-	(322,779)	-	(56,900)	-	-	-	
Net Capital Assets	\$ 535,171,751	\$ 42,356,935	\$ 12,057,672	\$ 83,143,033	\$ 593,033	\$ 22,538,163	\$ 22,216,664	\$ 20,973,372	\$ 23,843,501	
Deferred Outflows										
Pension	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Deferred Outflows	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Assets	\$ 807,873,386	\$ 82,210,129	\$ 22,959,146	\$ 106,747,202	\$ 2,564,799	\$ 75,042,389	\$ 28,931,637	\$ 21,696,235	\$ 52,966,675	

*Other = Bear Branch, General & Administrative Services, and Region H

San Jacinto River Authority
Unaudited Statement of Net Assets
As of December 31, 2025

	General Operating Division					Woodlands Division						
	Raw Water Enterprise & Other*		Flood Management Division			Groundwater Reduction Plan Division	Woodlands Division			Repair & Replacement		
	Other*	Lake Conroe	Highlands	Management Division	Woodlands Operating		Future Facilities	Water & Wastewater	Replacement			
Total												
Liabilities												
Current Liabilities												
Accounts Payable and Other Accrued Liabilities	\$ 10,607,551	\$ 526,996	\$ 158,345	\$ 253,338	\$ 369,609	\$ 2,660,690	\$ 6,614,603	\$ -	\$ -	\$ -	\$ 23,971	\$ 50,000
Construction Liabilities	378,532	-	163,247	165,285	-	-	-	-	-	-	-	-
Deferred Revenue	1,355,995	-	-	-	1,355,995	-	-	-	-	-	-	-
Short-Term Debt	24,280,000	-	-	2,240,000	-	17,870,000	1,670,000	-	2,500,000	-	-	-
Short-Term Lease Liability	50,074	-	-	40,417	-	-	9,656	-	-	-	-	-
Accrued Interest on Bonds and Grants	4,697,873	-	-	355,500	216,671	3,821,444	108,258	-	196,000	-	-	-
OPEB Liability	41,035	4,924	13,542	13,542	-	-	9,028	-	-	-	-	-
Total Current Liabilities	\$ 41,411,060	\$ 531,920	\$ 335,133	\$ 3,068,082	\$ 1,942,275	\$ 24,352,134	\$ 8,411,545	\$ -	\$ 2,696,000	\$ -	\$ 73,971	\$ -
Long Term Liabilities												
Long-Term Debt	\$ 397,190,000	\$ -	\$ -	\$ 32,910,000	\$ -	\$ 320,900,000	\$ 29,720,000	\$ -	\$ 13,660,000	\$ -	\$ -	\$ -
Long-Term Lease Liability	33,322	-	-	15,819	-	-	17,503	-	-	-	-	-
Bond Issuance Costs	2,890,611	-	-	1,402,026	-	93,018	-	-	1,395,568	-	-	-
Other Post Employment Benefits	496,429	14,958	190,040	32,564	-	-	258,867	-	-	-	-	-
Long Term Compensated Absence Liability	1,564,735	865,880	113,522	48,237	37,373	160,634	339,089	-	-	-	-	-
Deferred Inflows and Liability-Pension	3,663,291	3,663,291	-	-	-	-	-	-	-	-	-	-
Deferred Inflows-Other Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-
Total Long Term Liabilities	\$ 405,838,388	\$ 4,544,129	\$ 303,562	\$ 34,408,645	\$ 37,372,78	\$ 321,153,653	\$ 30,335,459	\$ -	\$ 15,055,568	\$ -	\$ -	\$ -
Total Liabilities	\$ 447,249,449	\$ 5,076,049	\$ 638,695	\$ 37,476,727	\$ 1,979,648	\$ 345,505,787	\$ 38,747,004	\$ -	\$ 17,751,568	\$ -	\$ 73,971	\$ -
Fund Balance												
Prior Year Fund Balance	\$ 345,672,752	\$ 77,311,526	\$ 20,839,564	\$ 65,918,667	\$ 200,756	\$ 61,896,920	\$ 34,285,091	\$ 29,493,983	\$ 4,588,171	\$ -	\$ 51,138,074	\$ 1,754,630
Current Net Revenue	14,951,185	(177,446)	1,480,888	3,351,807	384,396	7,352,468	2,010,293	(562,346)	(643,504)	-	1,754,630	-
Total Fund Balance	\$ 360,623,938	\$ 77,134,080	\$ 22,320,451	\$ 69,270,475	\$ 585,152	\$ 69,249,388	\$ 36,295,385	\$ 28,931,637	\$ 3,944,667	\$ -	\$ 52,892,704	\$ -
Total Liabilities & Fund Balance	\$ 807,873,386	\$ 82,210,129	\$ 22,959,146	\$ 106,747,202	\$ 2,564,799	\$ 414,755,175	\$ 75,042,389	\$ 28,931,637	\$ 21,696,235	\$ -	\$ 52,966,675	\$ -

*Other = Bear Branch, General & Administrative Services, and Region H

San Jacinto River Authority - Raw Water Supply
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

Water Rate: \$0.61/1,000 gallons, effective 01/01/2025

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 1,928,278	\$ 1,886,350	\$ 7,589,621	\$ 7,424,137	\$ 165,484	\$ 23,554,031
OTHER REVENUES	\$ 20	\$ -	\$ (200)	\$ -	\$ (200)	\$ -
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 40,038	\$ 44,084	\$ 166,488	\$ 176,334	\$ 9,846	\$ 572,423
Professional Fees	639	24,823	15,325	99,323	83,998	298,000
Purchased & Contracted Services	9	25	94	99	5	298
Supplies, Materials & Utilities	1,410	2,825	3,815	11,303	7,488	33,911
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-	-
General & Administrative Expenses	4,462	7,719	17,229	30,848	13,619	92,554
TOTAL OPERATING EXPENSES	\$ 46,558	\$ 79,476	\$ 202,951	\$ 317,907	\$ 114,956	\$ 997,187
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 46,558	\$ 79,476	\$ 202,951	\$ 317,907	\$ 114,956	\$ 997,187
NET REVENUES OVER EXPENSES	\$ 1,881,740	\$ 1,806,874	\$ 7,386,470	\$ 7,106,230	\$ 280,240	\$ 22,556,844
CAPITAL IMPROVEMENTS	\$ 13,477	\$ 37,652	\$ 13,477	\$ 153,469	\$ 139,992	\$ 454,817
OTHER SOURCES (USES)						
Transfer to Repair & Replacement Fund	\$ -	\$ -	\$ (33,667)	\$ (33,667)	\$ -	\$ (583,667)
Incoming to Repair & Replacement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (33,667)	\$ (33,667)	\$ -	\$ (33,667)
NET CASH BASIS SOURCES (USES)	\$ 1,868,263	\$ 1,769,222	\$ 7,339,326	\$ 6,919,094	\$ 420,232	\$ 22,068,360

San Jacinto River Authority - Lake Conroe Operating and Repair/Replacement
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 284,493	\$ 508,675	\$ 1,313,419	\$ 2,046,087	\$ (732,668)	\$ 6,452,982
OTHER REVENUES	\$ 20,685	\$ 2,999	\$ 84,513	\$ 11,999	\$ 72,514	\$ 36,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 276,300	\$ 274,942	\$ 1,105,443	\$ 1,099,767	\$ (5,676)	\$ 3,569,935
Professional Fees	(8,756)	170,557	158,568	682,432	523,864	2,047,500
Purchased & Contracted Services	19,195	44,281	52,549	213,041	160,492	675,039
Supplies, Materials & Utilities	34,382	60,452	158,107	241,876	83,769	725,698
Rentals	3,778	6,303	18,409	25,220	6,811	75,666
Maintenance, Repairs & Parts	7,113	63,683	36,584	254,808	218,224	764,500
General & Administrative Expenses	65,570	98,751	286,966	400,452	113,486	1,247,399
TOTAL OPERATING EXPENSES	\$ 397,582	\$ 718,969	\$ 1,816,626	\$ 2,917,596	\$ 1,100,970	\$ 9,105,737
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 397,582	\$ 718,969	\$ 1,816,626	\$ 2,917,596	\$ 1,100,970	\$ 9,105,737
NET REVENUES OVER EXPENSES	\$ (92,404)	\$ (207,295)	\$ (418,694)	\$ (859,510)	\$ 440,816	\$ (2,616,755)
CAPITAL IMPROVEMENTS	\$ 35,041	\$ 67,707	\$ 134,340	\$ 169,544	\$ 35,204	\$ 381,249
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 957,586
Operating Reserve Fund	(56,521)	-	(56,521)	(56,521)	-	(56,521)
Emergency Reserve Fund	-	-	-	-	-	(135,000)
Transfer to Repair and Replacement Fund	-	-	(2,200)	(2,200)	-	(1,368,109)
Incoming to Repair and Replacement Fund	-	-	33,667	-	(33,667)	1,365,909
TOTAL OTHER SOURCES (USES)	\$ (56,521)	\$ -	\$ (25,054)	\$ (58,721)	\$ (33,667)	\$ 763,865
NET CASH BASIS SOURCES (USES)	\$ (183,966)	\$ (275,002)	\$ (578,088)	\$ (1,087,775)	\$ 509,687	\$ (2,234,139)

**San Jacinto River Authority - Highlands Operating and Repair/Replacement
Actual to Budget Comparison
For the Four Months Ending December 31, 2025**

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 252,422	\$ -	\$ 1,009,991	\$ (1,009,991)	\$ 3,030,275
OTHER REVENUES	\$ 84,105	\$ 15,411	\$ 288,006	\$ 61,661	\$ 226,345	\$ 185,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 276,051	\$ 323,864	\$ 1,097,742	\$ 1,295,453	197,711	\$ 4,205,094
Professional Fees	6,767	14,053	16,619	61,953	45,334	174,925
Purchased & Contracted Services	1,602	18,489	11,900	78,388	66,488	238,967
Supplies, Materials & Utilities	68,546	97,104	297,900	388,533	90,633	1,165,717
Rentals	701	8,330	136,276	33,330	(102,946)	100,000
Maintenance, Repairs & Parts	29,048	91,480	171,643	366,030	194,387	1,098,200
General & Administrative Expenses	24,282	47,324	95,845	189,125	93,280	567,431
TOTAL OPERATING EXPENSES	\$ 406,997	\$ 600,644	\$ 1,827,925	\$ 2,412,812	\$ 584,887	\$ 7,550,334
NON-OPERATING EXPENSES	\$ 118,651	\$ 118,651	\$ 481,876	\$ 481,876	\$ -	\$ 1,430,699
TOTAL EXPENSES	\$ 525,648	\$ 719,295	\$ 2,309,801	\$ 2,894,688	\$ 584,887	\$ 8,981,032
NET REVENUES OVER EXPENSES	\$ (441,543)	\$ (451,462)	\$ (2,021,795)	\$ (1,823,036)	\$ (198,759)	\$ (5,765,757)
CAPITAL IMPROVEMENTS	\$ 572,864	\$ 2,173,271	\$ 2,094,460	\$ 7,818,509	\$ 5,724,049	\$ 25,210,359
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	-	\$ 20,536,895
Bond Principal	(186,667)	(186,667)	(739,583)	(739,583)	-	(2,232,917)
Lease Principal	(4,270)	(4,270)	(17,017)	(17,017)	-	(50,590)
Operating Reserve Fund	(159,490)	-	(159,490)	(154,989)	4,501	(154,989)
Emergency Reserve Fund	-	-	-	-	-	(65,000)
Transfer to Repair and Replacement Fund	(312,750)	(312,750)	(1,291,918)	(1,291,918)	-	(3,793,914)
Incoming to Repair and Replacement Fund	312,750	312,750	1,250,998	1,250,998	-	3,752,994
TOTAL OTHER SOURCES (USES)	\$ (350,427)	\$ (190,937)	\$ (957,010)	\$ (952,509)	\$ 4,501	\$ 17,992,479
NET CASH BASIS SOURCES (USES)	\$ (1,364,834)	\$ (2,815,670)	\$ (5,073,265)	\$ (10,594,054)	\$ 5,520,789	\$ (12,983,638)

San Jacinto River Authority - GRP Operating and Repair/Replacement
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

GW Pumpage Rate \$2.62/1,000 gallons
 Surface Water Rate \$3.21/1,000 gallons

	December		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES*	\$ 4,395,684	\$ 4,262,225	\$ 25,029,714	\$ 23,777,778	\$ 1,251,936
OTHER REVENUES**	\$ 361,739	\$ 25,335	\$ 1,342,796	\$ 101,370	\$ 1,241,426
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 412,140	\$ 408,617	\$ 1,667,201	\$ 1,634,463	(32,738)
Professional Fees	52,860	214,423	218,677	863,723	645,046
Purchased & Contracted Services	24,732	27,942	98,953	128,990	30,037
Supplies, Materials & Utilities	2,618,158	1,459,604	6,188,811	5,750,532	(438,279)
Rentals	-	333	522	1,333	811
Maintenance, Repairs & Parts	106,274	155,295	556,424	621,365	64,941
General & Administrative Expenses	26,860	47,523	107,890	189,920	82,030
TOTAL OPERATING EXPENSES	\$ 3,241,024	\$ 2,313,737	\$ 8,838,478	\$ 9,190,326	\$ 351,848
NON-OPERATING EXPENSES	\$ 1,273,815	\$ 1,273,815	\$ 5,169,607	\$ 5,152,004	\$ (17,603)
TOTAL EXPENSES	\$ 4,514,839	\$ 3,587,552	\$ 14,008,085	\$ 14,342,330	\$ 334,245
NET REVENUES OVER EXPENSES	\$ 242,584	\$ 700,008	\$ 12,364,425	\$ 9,536,818	\$ 2,827,607
CAPITAL IMPROVEMENTS	\$ 16,165	\$ 220,079	\$ 136,287	\$ 1,260,517	\$ 1,124,230
OTHER SOURCES (USES)*					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 6,762,000
Bond Principal	(1,489,167)	(1,489,167)	(5,899,583)	(5,899,583)	(17,812,917)
Operating Reserve Fund	-	-	-	(989,120)	(989,119)
Transfer to Repair and Replacement Fund	-	-	(70,820)	(70,820)	(3,830,820)
Incoming to Repair and Replacement Fund	-	-	-	-	3,760,000
Accounts Receivable-Uncollected***	2,908,702	-	2,700,151	-	-
TOTAL OTHER SOURCES (USES)	\$ 1,419,535	\$ (1,489,167)	\$ (3,270,252)	\$ (6,959,523)	\$ 3,689,271
NET CASH BASIS SOURCES (USES)	\$ 1,645,954	\$ (1,009,238)	\$ 8,957,886	\$ 1,316,778	\$ 7,641,108

*Revenues include actual billings including short-pays and failure to pay.
 **Includes interest & penalty on Past Due Accounts Receivable.
 *** Total Past Due Receivables 60+ days at 12/31/2025

\$ 8,782,927

San Jacinto River Authority - Woodlands Summary
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

Water Rate: \$2.73/1,000 gallons
Wastewater Rate: \$5.65/1,000 gallons
GRP Blended Rate: \$2.92/1,000 gallons

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 3,104,071	\$ 3,246,402	\$ 16,679,787	\$ 16,943,127	\$ (263,340)	\$ 50,121,547
OTHER REVENUES	\$ 277,943	\$ 47,623	\$ 1,061,808	\$ 190,548	\$ 871,260	\$ 571,700
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 660,255	\$ 731,857	\$ 2,689,929	\$ 2,927,420	\$ 237,491	\$ 9,502,546
Professional Fees	159,505	53,949	340,973	218,337	(122,636)	650,625
Purchased & Contracted Services	1,064,667	997,681	6,455,448	6,118,605	(336,843)	17,781,275
Supplies, Materials & Utilities	493,174	492,287	1,783,433	2,203,439	420,006	6,570,895
Rentals	-	1,000	-	4,000	4,000	12,000
Maintenance, Repairs & Parts	157,226	707,230	514,343	2,829,767	2,315,424	8,490,150
General & Administrative Expenses	66,025	75,055	269,014	300,221	31,207	974,744
TOTAL OPERATING EXPENSES	\$ 2,600,852	\$ 3,059,059	\$ 12,053,140	\$ 14,601,789	\$ 2,548,649	\$ 43,982,234
NON-OPERATING EXPENSES	\$ 101,489	\$ 101,489	\$ 416,754	\$ 416,754	-	\$ 1,228,598
TOTAL EXPENSES	\$ 2,702,341	\$ 3,160,548	\$ 12,469,894	\$ 15,018,543	\$ 2,548,649	\$ 45,210,832
NET REVENUES OVER EXPENSES	\$ 679,673	\$ 133,477	\$ 5,271,701	\$ 2,115,132	\$ 3,156,569	\$ 5,482,415
CAPITAL IMPROVEMENTS	\$ 219,548	\$ 3,295,748	\$ 440,307	\$ 7,812,138	\$ 7,371,831	\$ 40,066,058
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,681,961
Bond Principal	(347,500)	(347,500)	(1,378,750)	(1,378,750)	-	(4,158,750)
Lease Principal	(786)	(786)	(3,132)	(3,132)	-	(9,487)
Transfer to Repair and Replacement Fund	(450,000)	(450,000)	(1,961,060)	(1,961,060)	-	(6,061,060)
Incoming to Repair and Replacement Fund	450,000	450,000	1,900,000	1,900,000	-	6,000,000
TOTAL OTHER SOURCES (USES)	\$ (348,286)	\$ (348,286)	\$ (1,442,942)	\$ (1,442,942)	\$ -	\$ 33,452,664
NET CASH BASIS SOURCES (USES)	\$ 111,839	\$ (3,510,557)	\$ 3,388,452	\$ (7,139,948)	\$ 10,528,400	\$ (1,130,979)

San Jacinto River Authority - Flood Management
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 66,911	\$ 320,000	\$ 267,723	\$ 52,277	\$ 803,250
OTHER REVENUES	\$ 3,499	\$ 64,953	\$ 19,058	\$ 259,891	\$ (240,833)	\$ 779,750
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 49,333	\$ 52,026	\$ 193,245	\$ 208,102	\$ 14,857	\$ 675,548
Professional Fees	1,670	115,704	2,360	462,954	460,594	1,389,000
Purchased & Contracted Services	11	4,671	224	18,690	18,466	56,075
Supplies, Materials & Utilities	2,118	5,268	8,873	24,079	15,206	66,244
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	1,250	2,141	5,000	2,859	15,000
General & Administrative Expenses	5,299	9,925	20,214	39,663	19,449	119,001
TOTAL OPERATING EXPENSES	\$ 58,431	\$ 188,844	\$ 227,057	\$ 758,488	\$ 531,431	\$ 2,320,867
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 58,431	\$ 188,844	\$ 227,057	\$ 758,488	\$ 531,431	\$ 2,320,867
NET REVENUES OVER EXPENSES	\$ (54,932)	\$ (56,980)	\$ 112,001	\$ (230,874)	\$ 342,875	\$ (737,867)
CAPITAL IMPROVEMENTS	\$ 69,093	\$ 41,234	\$ 92,052	\$ 168,424	\$ 76,372	\$ 498,440
OTHER SOURCES (USES)						
Cash Carry Forward-Partner Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET CASH BASIS SOURCES (USES)	\$ (124,025)	\$ (98,214)	\$ 19,949	\$ (399,298)	\$ 419,247	\$ (1,236,307)

San Jacinto River Authority - General and Administration Operating and Repair/Replacement
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

	December		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ -	\$ -	\$ 35	\$ -	\$ 35
OTHER REVENUES	\$ 78,398	\$ 13,345	\$ 259,667	\$ 53,397	\$ 206,270
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 118,725	\$ 108,813	\$ 431,445	\$ 435,242	\$ 3,797
Professional Fees	18,274	39,373	68,033	157,541	89,508
Purchased & Contracted Services	11,639	12,909	42,830	51,653	8,823
Supplies, Materials & Utilities	44,418	126,464	186,832	506,005	319,173
Rentals	3,875	3,305	12,106	13,225	1,119
Maintenance, Repairs & Parts	2,900	48,847	111,635	195,447	83,812
General & Administrative Expenses	(194,635)	(287,514)	(811,000)	(1,155,696)	(344,696)
TOTAL OPERATING EXPENSES	\$ 5,196	\$ 52,197	\$ 41,881	\$ 203,417	\$ 161,536
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 5,196	\$ 52,197	\$ 41,881	\$ 203,417	\$ 161,536
NET REVENUES OVER EXPENSES	\$ 73,202	\$ (38,852)	\$ 217,821	\$ (150,020)	\$ 367,841
CAPITAL IMPROVEMENTS	\$ 11,384	\$ 53,215	\$ 311,685	\$ 777,936	\$ 466,251
OTHER SOURCES (USES)					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Reserve Fund	(24,242)	-	(24,242)	(24,242)	(24,242)
Emergency Reserve Fund	-	-	-	-	(180,000)
Transfer to Repair and Replacement Fund	-	-	-	-	(803,000)
Incoming to Repair and Replacement Fund	-	-	175,000	175,000	175,000
TOTAL OTHER SOURCES (USES)	\$ (24,242)	\$ -	\$ 150,758	\$ 150,758	\$ 1,873,409
NET CASH BASIS SOURCES (USES)	\$ 37,576	\$ (92,067)	\$ 56,894	\$ (777,198)	\$ 834,092
					\$ 246,111

San Jacinto River Authority - Bear Branch
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

	December		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ -	\$ 760,728	\$ 760,728	\$ -	\$ 760,728
OTHER REVENUES	\$ 7,764	\$ 66,390	\$ 28,389	\$ 265,615	\$ (237,226)	\$ 796,900
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 15,524	\$ 15,020	\$ 64,885	\$ 60,082	\$ (4,803)	\$ 195,070
Professional Fees	1,635	4,498	15,206	17,998	2,792	54,000
Purchased & Contracted Services	-	483	-	7,856	7,856	29,493
Supplies, Materials & Utilities	216	471	862	1,883	1,021	5,650
Rentals	-	417	-	1,667	1,667	5,000
Maintenance, Repairs & Parts	5,634	19,784	59,108	79,159	20,051	237,500
General & Administrative Expenses	2,137	4,067	13,843	16,864	3,021	52,671
TOTAL OPERATING EXPENSES	\$ 25,146	\$ 44,740	\$ 153,904	\$ 185,509	\$ 31,605	\$ 579,385
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 25,146	\$ 44,740	\$ 153,904	\$ 185,509	\$ 31,605	\$ 579,385
NET REVENUES OVER EXPENSES	\$ (17,382)	\$ 21,650	\$ 635,213	\$ 840,834	\$ (205,621)	\$ 978,243
CAPITAL IMPROVEMENTS	\$ 13,286	\$ 101,143	\$ 13,286	\$ 404,643	\$ 391,357	\$ 1,214,000
OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
Cash Balance Forward	-	-	-	-	-	-
Operating Reserve Fund	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
NET CASH BASIS SOURCES (USES)	\$ (30,668)	\$ (79,493)	\$ 621,927	\$ 436,191	\$ 185,736	\$ 841,522

San Jacinto River Authority - Region H
Actual to Budget Comparison
For the Four Months Ending December 31, 2025

	December		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES	\$ 489	\$ 44,317	\$ 2,078	\$ 177,323	\$ (175,245)
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	-	43,843	(127,162)	175,423	302,585
Purchased & Contracted Services	1,447	508	1,447	2,033	586
Supplies, Materials & Utilities	-	8	11	33	22
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-
General & Administrative Expenses	-	-	-	-	-
TOTAL OPERATING EXPENSES	\$ 1,447	\$ 44,359	\$ (125,704)	\$ 177,489	\$ 303,193
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 1,447	\$ 44,359	\$ (125,704)	\$ 177,489	\$ 303,193
NET REVENUES OVER EXPENSES	\$ (958)	\$ (42)	\$ 127,782	\$ (166)	\$ 127,948
CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ 500
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 500
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -
NET CASH BASIS SOURCES (USES)	\$ (958)	\$ (42)	\$ 127,782	\$ (166)	\$ 127,948

Item No.	Agenda Item	Date
6.3	Consider authorizing the General Manager to execute a General Services Agreement with Earthworks Landscape and Maintenance, LLC, to provide mowing and landscaping maintenance services for the G&A, GRP, Lake Conroe, and Woodlands Divisions.	02/26/2026

BACKGROUND INFORMATION

Firm Name: Earthworks Landscape and Maintenance, LLC

Type of Agreement: General Services Agreement

Service: Mowing and Landscaping

Contract Number: 26-0007

Anticipated Expenditures: \$189,654.00

SJRA requires ongoing mowing and landscaping services to maintain properties and facilities within the G&A, GRP, Lake Conroe, and Woodlands Divisions. These services are necessary to ensure safe access, proper maintenance of infrastructure, and an acceptable appearance of SJRA facilities. The current mowing and landscaping services agreement is approaching expiration, and staff has evaluated options to ensure continued, reliable service across all divisions. Executing this agreement will allow SJRA to continue routine maintenance activities without interruption and consolidate services under a single contract for operational efficiency. Funding for these services is included in the approved operating budgets for the respective divisions.

FUNDING SOURCE: FY26 Operating Budget

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a General Services Agreement with Earthworks Landscape and Maintenance, LLC, in the anticipated amount of \$189,654.00, to provide mowing and landscaping services for the G&A, GRP, Lake Conroe and Woodlands Divisions.

GENERAL SERVICES AGREEMENT
Contract # 26-0007

Project: ANNUAL CONTRACT FOR SJRA FACILITIES MOWING AND LANDSCAPING SERVICES

Project Location: ALL SJRA

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *General and Administration Division - PO Box 329, Conroe, TX 77305 936-588-3111*
- *GRP Division - PO Box 329, Conroe, TX 77305 936-588-1111*
- *Lake Conroe Division - PO Box 329, Conroe, TX 77305 936-588-1111*
- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*

(Contact Person / Phone / e-mail) Megan Morris / 936-588-7163 / mmorris@sjra.net

and

Contractor: Earthworks Landscape and Maintenance, LLC

(Address for Written Notice) 13511 Greenlow Dr. Houston, TX 77067

(Contact Person / Phone / email) Garret Ashton / 936-648-5593 / garret@earthworkstexas.com

The SJRA and the Contractor may be referred to herein individually as a "Party" and together as the "Parties".

FOR THE MUTUAL PROMISES SET OUT HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
WORK OF THE CONTRACT

1.1 Contractor shall perform the Work and provide the Goods in accordance with the terms of this Agreement and any and all Exhibits attached hereto and the documents enumerated in Paragraph 7.1 below, all of which documents are incorporated herein (collectively the "Contract Documents"). Contractor shall provide all labor, materials, equipment, services, supervision, tools, facilities, utilities, and other items necessary for the proper and timely performance and completion of the following generally described work (herein the "Work") and supply of the following generally described goods (herein the "Goods"), in strict accordance with the terms of the Contract Documents and as reasonably inferable from the Contract Documents as necessary for such Work to be complete and serviceable and such Goods to be fully and finally supplied:

ANNUAL CONTRACT FOR SJRA FACILITIES MOWING AND LANDSCAPING SERVICES (LAKE CONROE, G&A, GRP, AND WOODLANDS)

1.2 Changes in the Work and changes with respect to the supply of the Goods may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order. A "Change Order" is a written instrument prepared by SJRA and signed by SJRA and Contractor, stating their agreement upon all of the following: (1) the change in the Work; (2) the amount of the adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Contract Time. All changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. A field directive or field order, or any other order, direction, instruction, clarification, information or request by SJRA or any of its consultants, or any other representative of SJRA, shall not be recognized as having any effect upon the Contract Price or the Contract Time, unless documented as a Change Order, and Contractor shall not have any claim for adjustment of the Contract Price or the Contract Time as a result thereof, unless Contractor shall, prior to complying therewith and in no event later than five (5) days from the date such directive, order, etc. was given, submit a written claim therefor.

1.3 Contractor shall obtain and pay for all construction permits, licenses and fees (as legally required) for prosecution of the Work and supply of the Goods, except as otherwise provided in the Contract Documents.

ARTICLE 2 PERIOD OF SERVICE

2.1 This Agreement shall become effective upon execution of this Agreement by SJRA and the Contractor, and shall remain in effect for an initial term of one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years unless terminated earlier in writing in accordance herein. Any renewal must be in writing and executed by both the Parties. At the sole option of SJRA, the Agreement may be further extended as an emergency extension, on a month-to-month basis. The Work to be undertaken and/or the supply of Goods pursuant to this Agreement will be required to commence within fourteen (14) days of delivery of a notice to proceed, or issuance of a SJRA Purchase Order. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** The Contractor shall make all reasonable efforts to complete the Work and the supply of the Goods as expeditiously as possible and to meet the schedule established by the Parties. The Work and the supply of the Goods shall be accomplished per the scope of services as identified in the Contract Documents

ARTICLE 3 CONTRACT PRICE

3.1 The SJRA will pay Contractor in current funds for Contractor's completion of the Work and supply of the Goods, in accordance with the Contract Documents, the Contract Price as follows:

- [X] Unit prices for actual quantities of Work performed, based upon the Contractor's Proposal attached hereto as **Exhibit A**, and delivery tickets, field measurements, or other documentation acceptable to SJRA as satisfactory evidence of actual quantities of Work performed. Unit prices include all Contractor costs, overhead and profit for the Work.

The unit prices are based upon the estimated quantities stated in the Contractor's Proposal. If quantities of Work actually performed are less or more than the quantities stated in the Contractor's Proposal by twenty percent (20%) or more, whether as a result of inaccurate estimated quantities or changes in the Work requested by SJRA, and if as a result of any such reduction in quantity Contractor demonstrates to SJRA's satisfaction that Contractor is unable to recover its fixed costs of the Work, or if as a result of any such increase in quantity Contractor's costs of the Work are reduced by subcontractor or supplier rate or price reductions or discounts, economies of scale, or otherwise, the applicable unit prices shall be equitably adjusted by Change Order.

3.2 Contractor shall pay only, and Contractor warrants and represents that the Contract Price includes only, those sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Texas in the performance of this public works contract. SJRA is a political subdivision of the State of Texas and exempt from the payment of state and local sales, use and excise taxes.

3.3 Non-Appropriation: All funds for payment by SJRA under this Agreement are subject to the availability of an annual appropriation for this purpose by SJRA. In the event of non-appropriation of funds by the Board of Directors of SJRA for the services provided under the Agreement, SJRA will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and SJRA shall not be obligated under this Agreement beyond the Non-Appropriation Date.

ARTICLE 4
PAYMENT PROCEDURES

4.1 Contractor shall submit no more than one (1) invoice per month, in a form acceptable to SJRA and including supporting documentation requested by SJRA, requesting payment for Work performed in accordance with the requirements of the Contract Documents during the prior month. The SJRA will make payments in compliance with the Texas "prompt payment law" which provides that payments owed by SJRA for the Goods and Work are due no later than 45 days after the Goods are received by SJRA, the Work is completed, or an invoice for the Goods or Work is received, whichever is later, unless there is a bona fide dispute between SJRA and Contractor about the Goods delivered or the Work performed that causes the payment to be late, or the terms of a federal contract, grant, regulation, or statute prevent SJRA from making a timely payment with federal funds, or the invoice is not mailed to the person to whom it is addressed in strict accordance with any instruction on the Purchase Order relating to the payment. (Ref Chapter 2251 of Texas Gov. Code). SJRA shall notify Contractor in writing of a disputed amount in an invoice within twenty-one (21) days of receipt. Such notice shall include a detailed statement of the amount of the invoice which is disputed.

Unless otherwise requested by SJRA, invoices shall be (a) delivered electronically to ap@sjra.net with a copy to [Construction Manager via email], and (b) rendered separately for each Purchase Order and not cover more than one Purchase Order. All invoices must be itemized. Invoices must be fully documented as to labor materials, and equipment provided.

Each invoice shall include:

- Contractor's name, address and telephone number
- An invoice date and number
- SJRA Purchase Order number
- Contract number
- Quantity of hours for each type of labor as detailed on the pricing sheet (Exhibit A) multiplied by the contracted labor price.
- Original cost of materials + contract markup (attach a copy of the original materials Invoice to SJRA invoice).
- Line items total
- Amounts previously paid on such Purchase Order, if any.
- Seller's "remit to" address
- Freight or Additional supporting documentation of third-party charges, if applicable

Each invoice line should include:

- A full description of the material/service ordered, and the SJRA part number if provided on the Purchase Order.
- Quantities ordered, quantities delivered, unit prices and extended prices if applicable.
- Date(s) of services/delivery
- If the Purchase Order has multiple lines, the invoice lines should specify the Purchase Order line being charged

Complete and accurate information is required for timely payment. SJRA will, within twenty-one (21) calendar days after receipt of each invoice, accept and process such invoice for payment, or return the invoice to Contractor indicating SJRA's reasons for refusing to issue payment. If an invoice contains errors or fails to include required information, a corrected invoice should be submitted, and payment delays will be incurred. The payment terms commence with performance of Work and/or the delivery of conforming Goods and the receipt of a correct invoice.

4.2 SJRA may withhold or nullify the whole or part of any payment to such extent as may be necessary, but in no event greater than 110% of the disputed amount, on account of:

- (a) defective Work not remedied;
 - (b) third party claims filed or reasonable evidence indicating probable filing of such claims;
 - (c) failure of Contractor to timely or properly make payments to subcontractors or for labor, materials or equipment;
-

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to SJRA or another contractor for which Contractor is responsible;
- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages or economic disincentives for the anticipated delay;
- (g) failure of Contractor to submit or update a schedule of values, submittal schedule, or construction project schedule in accordance with the Contract Documents;
- (h) failure of Contractor to maintain a record of changes on drawings and documents;
- (i) failure of Contractor to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of Owner;
- (j) Contractor's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- (k) property damage claims that are the responsibility of the Contractor; or
- (l) failure of Contractor to comply with any provision of the Contract Documents.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 4.2 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 4.2(a) through (l) above have not occurred. When the above reasons for withholding payment are remedied or no longer exist, Contractor shall resubmit an invoice for the withheld amounts. Payment will be made within forty-five (45) calendar days of receipt by SJRA of an approved invoice, subject to Paragraph 4.3 below.

ARTICLE 5 CONTRACTOR OBLIGATIONS AND REPRESENTATIONS

5.1 Contractor has examined and carefully studied the Contract Documents and other related data identified in SJRA's request for bids, proposals or quotes for the Work and supply of the Goods.

5.2 Contractor has visited the site of the Work and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work. Contractor has attended any mandatory pre-submittal conference or site visit required by SJRA, and had the opportunity to ask any questions of SJRA relevant to Contractor's performance and completion of the Work and supply of the Goods.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work and supply of the Goods.

5.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in Contract Documents or made available to Contractor by SJRA, and (2) reports and drawings of hazardous environmental conditions, if any, at the site of the Work which have been identified in the Contract Documents.

5.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

5.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work or supply of the Goods, at Contract Price, within Contract Time, and in accordance with the Contract Documents.

5.7 Contractor is aware of the general nature of any on-going operations and/or work to be performed by the SJRA and others at the site of the Work, and Contractor shall perform the Work and supply of the Goods, in such manner as to minimize any impact on any on-going operations and/or work to be performed by the SJRA and others at the site of the Work, and

Contractor shall cooperate with SJRA and others to coordinate the Work with any on-going operations and/or work to be performed by the SJRA and others at the site of the Work.

5.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site of the Work, reports and drawings identified in the Contract Documents or made available to Contractor by SJRA, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

5.9 Contractor has given SJRA prompt written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by SJRA is acceptable to Contractor. If Contractor fails to provide SJRA with prompt written notice of any conflicts, errors, ambiguities, or discrepancies that Contractor knew of, or in using reasonable diligence should have known, then Contractor shall be responsible for correction of such conflicts, errors, ambiguities, or discrepancies and damages related thereto.

5.10 The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance and furnishing of the Work.

5.11 Contractor hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes, and Contractor shall deliver to SJRA signed and notarized verifications prior to commencement of any Work:

(a) With respect to performing the Work and providing the Goods hereunder, Contractor shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, Contractor shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Contractor submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Contractor certifies that there are no Conflicts of Interest, Contractor shall indicate so by writing name of Contractor's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Contractor is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Contractor shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time Contractor submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. Contractor agrees and acknowledges that this Agreement shall be of no force and effect unless and until Contractor has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this Paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this Paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this Paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

(h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to Contractor direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Contractor verifies that neither Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this Paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this Paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

Contractor acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, Contractor shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

5.12 Contractor warrants that (1) all Goods, including but not limited to all materials and equipment furnished under this Agreement will be new and of good quality unless otherwise expressly provided herein; (2) all Work will be performed in a good and workmanlike manner, and free from defects in material and workmanship; and (3) all Work and Goods provided, will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including any substitutions not properly approved and authorized in writing by SJRA, may be considered defective. The Contractor shall promptly correct all Work and Goods provided, rejected by SJRA as failing to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work or rejected Goods, including but not limited to the costs of uncovering the Work, and costs of repairing or replacing other work or goods, property or improvements of SJRA damaged as a result of Contractor's defective Work, defective Goods, or Contractor's correction of its defective Work or defective Goods, and any additional inspections or testing required. In addition to the Contractor's other obligations including but not limited to any other implied or express warranties under the Contract Documents, the Contractor shall, for a period of one (1) year after completion of the Work, correct all Work and supplied Goods not conforming to the requirements of the Contract Documents at Contractor's sole cost and expense. If the Contractor fails to correct non-conforming Work and supplied Goods, within a reasonable time, SJRA may correct it and Contractor shall promptly pay SJRA all costs of correction. Nothing contained in this Paragraph 5.12 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents or at law or in equity. Establishment of the one-year period for correction of Work and supplied Goods, as described in this Paragraph 5.12 relates only to the specific obligation of the Contractor to correct the Work and supplied Goods, and has no relationship to the time within which the obligation to comply with the Contract Documents and any implied warranties may be sought to be enforced, nor to the time within which legal proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work and supplied Goods.

5.13 Contractor shall not subcontract the performance of the entire Work, supply of Goods, or the supervision and direction of the Work without SJRA's prior written consent. Contractor shall not employ any subcontractor, whether initially or as a substitute, against whom SJRA may have reasonable objection. Contractor shall enter into written agreements with all subcontractors which specifically bind the subcontractors to the applicable terms and conditions of the Contract Documents for the benefit of SJRA. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor or any subcontractor, supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except to the extent of damage or loss attributable to errors or omissions in the drawings or specifications (unless Contractor had knowledge of the error or omission or using reasonable care should have known of the error and Contractor failed to report same), or to the acts or

omissions of Owner or anyone employed by Owner, or anyone for whose acts any of them may be liable other than Contractor or its agent, or employee, or subcontractors of any tier).

5.14 In accordance with Chapter 2258 of the Texas Government Code, Contractor shall pay and shall require that each of its subcontractors pay not less than the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Work, and the prevailing rate for legal holiday and overtime work, as determined by SJRA. Such prevailing rates are those determined by the United States Department of Labor, and are available at <https://sam.gov/content/wage-determinations>

5.15 Contractor shall maintain a work force adequate to accomplish the Work within the Contract Time. Contractor agrees to employ only orderly and competent workers, skillful in performance of the Work. Contractor and any subcontractor, and their respective employees, may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or SJRA property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provision of Texas law, Contractor and any subcontractor and their respective employees, may not use or possess any firearms or other weapons while on the job or on SJRA property. If the SJRA or an SJRA Division representative notifies Contractor that any of worker or representative is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas Law or this Agreement, or has possessed or was under the influence of alcohol or drugs on the job, Contractor shall immediately remove such worker or representative, including any officer or owner of Contractor, from performing the Work, and may not employ such worker or representative again on the Work without SJRA's prior written consent. Contractor shall at all times maintain good discipline and order on SJRA property in all matters pertaining to this Work.

5.16 Contractor agrees to assign and hereby assigns to SJRA any rights it may have to bring antitrust suits against its manufacturers or suppliers for overcharges on materials incorporated in the Work growing out of illegal price fixing agreements. Contractor further agrees to cooperate with SJRA should SJRA wish to prosecute suits against manufacturers or suppliers for illegal price fixing.

5.17 Contractor shall be fully responsible to SJRA for all acts and omissions of the subcontractors, manufacturers, or suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such subcontractor, manufacturer, or supplier or other person or organization any contractual relationship between SJRA and any such subcontractor, supplier, manufacturer or other person or organization, nor shall it create any obligation on the part of SJRA to pay or to see to the payment of any moneys due any such subcontractor, manufacturer or supplier or other person or organization except as may otherwise be required by laws and regulations.

5.18 Contractor shall be solely responsible for efficiently scheduling and coordinating the Work of subcontractors, manufacturers, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor in order to avoid any delays or inefficiencies in the prosecution of the Work. Contractor shall require all subcontractors, manufacturers, suppliers and such other persons and organizations performing or furnishing the any of the Work to communicate with the designated SJRA Division representative through Contractor.

5.19 Contractor shall pay each subcontractor, manufacturer and supplier their appropriate share of payments made to Contractor not later than ten (10) days from Contractor's receipt of payment from SJRA. To the extent allowed by Texas law, SJRA shall be deemed to be a third party beneficiary to each subcontract and may, if SJRA elects, following a termination of the Contractor, require that the subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of SJRA, rather than the Contractor; however, if SJRA requires any such performance by a subcontractor for SJRA's direct benefit, then SJRA shall be bound and obligated to pay such subcontractor the reasonable value for all Work performed by subcontractor to the date of termination of the Contractor, less payments to Contractor for such subcontractor's work, and for all Work performed by subcontractor thereafter. In the event that SJRA elects to invoke its right under this Paragraph. SJRA will provide written notice of such election to the terminated Contractor and the affected subcontractor(s).

5.20 Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized directly or indirectly, in the performance of the Work or the formulation of any of the exhibits hereto. SJRA reserves the right to provide its own defense to any suit or claim of infringement of any patent

or copyright in which event **CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS SJRA FROM ALL COSTS AND EXPENSES OF SUCH DEFENSE AS WELL AS SATISFACTION OF ALL JUDGMENTS ENTERED AGAINST SJRA.** SJRA shall have the right to stop the Work and /or terminate this Agreement at any time in the event SJRA discovers that Contractor's work methodology includes the use of any infringing design, device, material or process.

ARTICLE 6 INDEMNIFICATION; MISCELLANEOUS PROVISIONS

6.1 Indemnification.

6.1.1 **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE SJRA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, AND OTHER CONTRACTORS (EACH AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK OR THE SUPPLY OF THE GOODS, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK OR THE GOODS THEMSELVES), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER TO PERFORM ANY OF THE WORK OR SUPPLY ANY OF THE GOODS, OR ANYONE FOR WHOSE ACTS CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER MAY BE LIABLE, AND EVEN IF ANY SUCH CLAIM, COST, LOSS OR DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACT OR OMISSION OF AN INDEMNITEE.**

6.1.2 In any and all claims against the Indemnitees by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by Contractor, any subcontractor, or any supplier to perform any of the Work or to supply any of the Goods, or anyone for whose acts Contractor, any subcontractor, or any supplier may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.1.3 Contractor's obligations under this Agreement to defend, indemnify and hold harmless SJRA shall not be limited in any way by any insurance required of Contractor by this Agreement or otherwise provided or maintained by Contractor. Any insurance obligations of Contractor under this Agreement are independent from Contractor's obligations under this Agreement to defend, indemnify and hold harmless SJRA.

6.2 **Assignment of Contract.** No assignment of any rights under or interests in this Agreement will be binding on another Party hereto without the written consent of the Party sought to be bound, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3 **Successors and Assigns.** The SJRA and Contractor each binds itself, its partners, successors, permitted assigns, and its legal representatives to the other Party hereto, its partners, successors, permitted assigns, and its legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 **Termination of Contract.** SJRA may terminate this Agreement without cause and for its convenience at any time upon **thirty (30) days'** written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease performing the Work immediately. The Contractor shall be compensated for the Work satisfactorily performed and Goods satisfactorily delivered, prior to the termination date.

6.5 **Dispute Resolution.** This Agreement and any disputes related to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict or choice of law principles. Contractor agrees and acknowledges that Contractor's obligations under this Agreement must be performed in whole or in part in Montgomery County, Texas, and

venue of any and all legal proceedings between SJRA and the Contractor shall lie in Montgomery County, Texas. If Contractor brings any claim against SJRA and Contractor does not prevail with respect to such claim, Contractor shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

6.6 **Independent Contractor.** It is understood and agreed that the relationship of Contractor to SJRA shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of SJRA, or (2) create any partnership, joint venture, or other association between SJRA and Contractor. Contractor shall be solely responsible for all means, methods, techniques and safety measures utilized in performance of the Work and the supply of the Goods.

6.7 **Safety.** Contractor agrees that, as between SJRA and Contractor, Contractor shall be solely responsible for the safety of its employees, and the establishment and enforcement of all safety precautions, programs and practices in connection with the Work as necessary to protect all persons and property from injury, death, loss or damage arising out of or related to the Work and to the supply of the Goods, including but not limited to the erection and maintenance of barricades, installation of warning signage, and institution of other traffic and/or pedestrian control measures, and Contractor shall at all times comply with all health, safety and environmental federal, state and local laws, codes, regulations, ordinances and permits applicable to the Work and to the supply of the Goods, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) as amended and the regulations thereto, all requirements of the Texas Commission on Environmental Quality, and the Centers for Disease Control and Prevention (CDC).

6.8 **Use of Premises.** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site of the Work and land and areas identified in and permitted by the Contract Documents, and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the site of the Work with construction equipment or other materials or equipment. During the progress of the Work and on a daily basis, Contractor shall keep the site of the Work free from any accumulations of waste materials, rubbish and other debris resulting from the Work. Contractor shall provide such personnel, waste containers and/or equipment necessary to maintain an orderly, clean and safe work site. Contractor shall keep all streets, access streets, driveways, and areas of public access, walkways, and other designated areas clean and open at all times. Contractor shall remove all waste materials, rubbish and debris from and about the site of the Work at the end of each work day. At the completion of the Work, Contractor shall also remove all tools, appliances, construction equipment and machinery, and surplus materials. Contractor shall leave the site of the Work clean, and restore to original condition all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up at the end of each work day or restore the site of the Work at the completion of the Work, SJRA may do so and the cost thereof will be charged to the Contractor and may be offset against any sum otherwise due Contractor.

6.9 **Legal Compliance.** Contractor shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and employment laws, and the Immigration Reform and Control Act of 1986, as amended, and Contractor shall maintain and require that its subcontractors maintain any and all licenses required for performance of the Work.

6.10 **Stop Work Notice.** SJRA may issue an immediate "Stop Work Notice" in the event the Contractor is observed performing Work in a manner that is in violation of federal, state and local laws, codes, regulations, ordinance and permits, or in a manner that is determined by SJRA to be unsafe to either life or property. Upon Contractor's receipt of the Stop Work Notice, the Contractor shall immediately cease all Work until notified by SJRA that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by SJRA as a result of the issuance of such Stop Work Notice.

6.11 **Insurance.** Contractor shall obtain and maintain insurance as provided in **Exhibit B** attached hereto and incorporated herein.

6.12 **SJRA's Rights and Remedies.** All rights and remedies of SJRA under the Contract Documents are cumulative and in addition to all other rights and remedies available to SJRA at law or in equity.

6.13 **Warranty.** Contractor shall provide a one (1) year warranty document. This warranty shall be substantially similar to those warranties in Paragraph 5.12 above, and shall obligate the Contractor to provide all equipment, materials, workmanship, and labor at no charge during the Warranty period, and to correct any defect excluding any damage caused by misuse, abuse, vandalism, or acts of God.

6.14 **Shipping Terms of Sale.** SJRA shipping terms of sale is FOB Destination.

6.15 **Removal, Transportation and Return of SJRA's Property, Equipment or Parts.** Contractor is responsible for any damages occurring to SJRA property, equipment or parts while Contractor, or any subcontractor or third party acting on behalf of Contractor, is (i) working on SJRA property, equipment or parts; or (ii) transporting SJRA property, equipment or parts.

6.16 **Confidentiality.** Neither Contractor nor any of its subcontractors shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Work or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which Contractor or its subcontractors are required by law to file with governmental authorities.

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents are comprised of this Agreement and the following exhibits:

- Exhibit A: Contractor's Proposal
- Exhibit B: Insurance Requirements
- Exhibit C: Contractor's Certificate of Insurance
- Exhibit D: RFP & Site Photos/Drawings

7.2 The Contract Documents may only be amended, modified, or supplemented in writing agreed to and signed by the Parties.

7.3 The Contract Documents represent the entire and integrated agreement between SJRA and the Contractor and supersede all prior and contemporaneous negotiations, representations, or agreements, either written or oral.

7.4 To the extent there are any conflicts between the terms and provisions of this Agreement and the other Contract Documents, this Agreement shall control.

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**ARTICLE 8
SIGNATURES**

8.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, SJRA and Contractor agree that this Agreement may be executed using electronic signatures only at the option and in the sole discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply. SJRA reserves the right to require an original, hard copy executed Agreement. This Agreement is effective as of the date of signature by the SJRA General Manager or his designee.

EARTHWORKS LANDSCAPE AND MAINTENANCE

By: 
Name: **Garret Ashton**
Title: **Owner**
Date: **February 3, 2026**
Tax Identification Number: **464729662**

SAN JACINTO RIVER AUTHORITY

By: _____
Name: Aubrey A. Spear, P.E
Title: General Manager
Date: _____



**EXHIBIT A
CONTRACTOR'S PROPOSAL**

Earthworks Landscape and Maintenance LLC Information

Contact: Garret Ashton
Address: 13511 Greenlow Dr,
Houston, TX 77067
Phone: (281) 736-5329
Email: amandas@earthworkstexas.com
Web Address: <https://earthworkstexas.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Garret Ashton
Signature

amandas@earthworkstexas.com
Email

Submitted at 1/15/2026 10:45:36 AM (CT)

Requested Attachments

Submittal Response

26-0007 - RFP - EARTHWORKS
LANDSCAPE AND MAINTENANCE
LLC.pdf

Submittal Requirements can be found on page 31 & 32 of the RFP. Please submit requirements on your company letterhead and name your file: 26-0007 - RFP - YOUR COMPANY NAME. This is **required** in order for your submittal to be considered.

Certification and Acknowledgement Form

26-0007 - C&A Form -
EARTHWORKS LANDSCAPE AND
MAINTENANCE LLC.pdf

Certification and Acknowledgement Form (Page 35 in RFP), also uploaded as a separate document. Please name your file: 26-0007 - C&A - YOUR COMPANY NAME

Conflict of Interest Questionnaire

26-0007 - CIQ Form -
EARTHWORKS LANDSCAPE AND
MAINTENANCE LLC.pdf

Conflict of Interest Questionnaire (CIQ). Please name your file: 26-0007 - CIQ - YOUR COMPANY NAME

Addendum No. 1

RFP 26-0007 - Addendum No. 1 -
EARTHWORKS LANDSCAPE AND
MAINTENANCE LLC.pdf

Addendum No. 1 should be signed for acknowledgement.

Bid Lines

1	G&A FACILITY MOW FREQUENCY Growing Season: March 1 - September 3, Four (4) Mows per month Dormant Season: October 1 - February 28/29, Two (2) mows per month Thirty-eight (38) total mows per year - 2nd and 4th week (Monday, Tuesday, Wednesday only) Item Notes: 1577 Dam Site Rd. Conroe, TX 77304
2	Turf mowing, Edging, Weed Eating, Weed Control/Weed Removal, Litter, Trash, Debris Removal, Fertilizer, Ant Bait Spot Treatment and Pruning/Trimming of Hedges, Shrubs, Trees and Grasses per schedule Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/>

3	<u>G&A - OTHER UNIT PRICED ITEMS</u>			
4	Materials and Labor to repair/replace sprinkler head and/or riser assembly to functionality	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
5	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
6	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
7	Materials and Labor to Repair/Replace Remote Control Valve to functionality	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
8	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
9	Deliver and Install Brown Mulch on Plant Beds up to 2" in May, 12 cubic yards.	Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u>	Price: <input type="text" value="\$85.00"/>	Total: <input type="text" value="\$85.00"/>
10	Deliver and Install 3-4" Bull Rock to SJRA Facilities	Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
11	Spread Bermuda Grass Seed by hand	Quantity: <u> 1 </u> UOM: <u> SF </u>	Price: <input type="text" value="\$0.25"/>	Total: <input type="text" value="\$0.25"/>
12	Hydro mulch (Bermuda)	Quantity: <u> 1 </u> UOM: <u> SF </u>	Price: <input type="text" value="\$0.15"/>	Total: <input type="text" value="\$0.15"/>
13	On-Call Truck Watering for Trees	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
14	Deliver and Install 30-gallon Shade Tree, T-Posts, Wire and Mulch Ring	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
15	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,500.00"/>	Total: <input type="text" value="\$1,500.00"/>
16	Material and Labor to procure and install annual color (include light soil in cost)	Quantity: <u> 1 </u> UOM: <u> FLAT </u>	Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
17	Delivery and Install Top Soil	Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u>	Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$90.00"/>

1 8	<p><u>LAKE CONROE FACILITY</u> MOW FREQUENCY GROWING SEASON: March 1 - September 30, Four (4) mows per month DORMANT SEASON: October 1 - February 28/29, Two (2) mows per month Thirty-eight (38) total mows per year - 2nd and 4th week (Monday, Tuesday, Wednesday only)</p> <p>Item Notes: 1564 Dam Site Rd. Conroe, TX 77304</p>
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1 9	<p>Turf mowing, Edging, Weed Eating, Weed Control/Weed Removal, Litter, Trash, Debris Removal, Fertilizer, Ant Bait Spot Treatment and Pruning/Trimming of Hedges, Shrubs, Trees and Grasses per schedule</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$85.00"/> Total: <input type="text" value="\$85.00"/></p>
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2 0	<p><u>LAKE CONROE - SCOPE OPTIONAL SERVICE</u></p>
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2 1	<p>Trim and Thin Live Oak Trees along Dam Site Rd. (58 trees)</p> <p>Quantity: <u> 1 </u> UOM: <u> PER TREE </u> Price: <input type="text" value="\$150.00"/> Total: <input type="text" value="\$150.00"/></p>
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2 2	<p><u>LAKE CONROE - OTHER UNIT PRICED ITEMS</u></p>
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2 3	<p>Materials and Labor to repair/replace sprinkler head and/or riser assembly to functionality</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/></p>
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2 4	<p>Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/></p>
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2 5	<p>Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/></p>
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2 6	<p>Materials and Labor to Repair/Replace Remote Control Valve to functionality</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$200.00"/></p>
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2 7	<p>Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/></p>
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2 8	<p>Deliver and Install Brown Mulch on Plant Beds</p> <p>Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u> Price: <input type="text" value="\$85.00"/> Total: <input type="text" value="\$85.00"/></p>
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2 9	<p>Deliver and Install 3-4" Bull Rock to SJRA Facilities</p> <p>Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u> Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$200.00"/></p>
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3 0	<p>Spread Bermuda Grass Seed by hand</p> <p>Quantity: <u> 1 </u> UOM: <u> SF </u> Price: <input type="text" value="\$0.25"/> Total: <input type="text" value="\$0.25"/></p>
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3 1	<p>Hydro mulch (Bermuda)</p> <p>Quantity: <u> 1 </u> UOM: <u> SF </u> Price: <input type="text" value="\$0.15"/> Total: <input type="text" value="\$0.15"/></p>
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3 2	On-Call Truck Watering for Trees Quantity: <u> 1 </u> UOM: <u> HR </u> Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
3 3	Deliver and Install 30-gallon Shade Tree, T-Posts, Wire and Mulch Ring Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
3 4	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$1,500.00"/> Total: <input type="text" value="\$1,500.00"/>
3 5	Material and Labor to procure and install annual color (include light soil in cost) Quantity: <u> 1 </u> UOM: <u> FLAT </u> Price: <input type="text" value="\$50.00"/> Total: <input type="text" value="\$50.00"/>
3 6	Delivery and Install Top Soil Quantity: <u> 1 </u> UOM: <u> CUBIC YARD </u> Price: <input type="text" value="\$90.00"/> Total: <input type="text" value="\$90.00"/>
3 7	<u>GRP FACILITY</u> MOW FREQUENCY: Section 1 (GRP Operations Building): Growing Season (March 1 – September 30) Two (2) mows/month Dormant Season (October 1 – February 28/29) One (1) mow/month Nineteen (19) mows per year Section 2 (Surface Water Treatment Plant): Growing Season (March 1 – September 30) Two (2) mows/month Dormant Season (October 1 – February 28/29) One (1) mow/month Nineteen (19) mows per year Item Notes: 11998 Pine Valley Dr. Conroe, TX 77304
3 8	GRP Operations Office Building, Section 1 Growing Season (March 1 – September 30) Two (2) mows/month Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$200.00"/>
3 9	GRP Operations Office Building, Section 1 Dormant Season (October 1 – February 28/29) One (1) mow/month Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$200.00"/>
4 0	GRP Surface Water Treatment Plant, Section 2 Growing Season (March 1 – September 30) Two (2) mows/month Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$1,400.00"/> Total: <input type="text" value="\$1,400.00"/>
4 1	GRP Surface Water Treatment Plant, Section 2 Dormant Season (October 1 – February 28/29) One (1) mow/month Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$1,400.00"/> Total: <input type="text" value="\$1,400.00"/>
4 2	<u>GRP - OTHER UNIT PRICED ITEMS</u>

4 3	Materials and Labor to repair/replace sprinkler head and/or riser assembly to functionality	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
4 4	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
4 5	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
4 6	Materials and Labor to Repair/Replace Remote Control Valve to functionality	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
4 7	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
4 8	Deliver and Install Brown Mulch on Plant Beds	Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$85.00"/>	Total: <input type="text" value="\$85.00"/>
4 9	Deliver and Install 3-4" Bull Rock to SJRA Facilities	Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
5 0	Spread Bermuda Grass Seed by hand	Quantity: <u> 1 </u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.25"/>	Total: <input type="text" value="\$0.25"/>
5 1	Hydro mulch (Bermuda)	Quantity: <u> 1 </u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.15"/>	Total: <input type="text" value="\$0.15"/>
5 2	On-Call Truck Watering for Trees	Quantity: <u> 1 </u> UOM: <u>HR</u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
5 3	Deliver and Install 30-gallon Shade Tree, T-Posts, Wire and Mulch Ring	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
5 4	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,500.00"/>	Total: <input type="text" value="\$1,500.00"/>
5 5	Material and Labor to procure and install annual color (include light soil in cost)	Quantity: <u> 1 </u> UOM: <u>FLAT</u>	Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
5 6	Delivery and Install Top Soil	Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$90.00"/>

5 7	<p>WOODLANDS FACILITIES (ALL LOCATIONS)</p> <p>MOW FREQUENCY</p> <p>Growing Season: March 1 - September 30, One (1) mow per week</p> <p>Dormant Season: October 1 - February 28/29, Two (2) mows per month</p> <p>Forty (40) mows per location per year</p> <p>Item Notes: Multiple Addresses</p>
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5 8	<p>WASTEWATER TREATMENT PLANT NO. 1 (ADMINISTRATIVE OFFICE)</p> <p>Turf mowing, Weed Eating, Litter, Trash, Debris Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$44.00"/> Total: <input type="text" value="\$44.00"/></p> <p>Item Notes: 2436 Sawdust Road The Woodlands, TX 77380</p>
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5 9	<p>WASTEWATER TREATMENT PLANT NO.1</p> <p>Turf mowing, Weed Eating, Litter, Trash, Debris Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$120.00"/> Total: <input type="text" value="\$120.00"/></p> <p>Item Notes: 2436 Sawdust Road The Woodlands, Tx 77380</p> <p>Movable Area SQ FT: 130,707 Approximate Acreage: 3.00</p>
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6 0	<p>WASTEWATER TREATMENT PLANT NO. 2 LIFT STATION NO. 15</p> <p>Turf mowing, Weed Eating, Litter, Trash, Debris Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$616.00"/> Total: <input type="text" value="\$616.00"/></p> <p>Item Notes: 5402 Research Forest Dr. The Woodlands, TX 77381</p> <p>Movable Area SQ FT: 600,340 Approximate Acreage: 14.00</p>
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6 1	<p>WASTEWATER TREATMENT PLANT NO.3</p> <p>Turf mowing, Weed Eating, Litter, Trash, Debris Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$88.00"/> Total: <input type="text" value="\$88.00"/></p> <p>Item Notes: 555 Trade Center Parkway The Woodlands, TX 77385</p> <p>Movable Area SQ FT: 88,000 Approximate Acreage: 2.02</p>
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6 2	<p>WASTEWATER PLANT NO. 1; WATER WELLS NO. 1 & 2</p> <p>Turf mowing, Weed Eating, Litter, Trash, Debris Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$44.00"/> Total: <input type="text" value="\$44.00"/></p> <p>Item Notes: 11439 Slash Pine The Woodlands, TX 77380</p> <p>Movable Area SQ FT: 41,858 Approximate Acreage: .095</p>
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6 3	WASTEWATER PLANT NO. 2; WATER WELLS NO. 5 & 6 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/> Item Notes: 6140 Shadow Bend Place The Woodlands, TX 77381 Mowable Area SQ FT: 59,795 Approximate Acreage: 1.37

6 4	WASTEWATER PLANT NO. 3; WATER WELLS NO. 13 & 14 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/> Item Notes: 6698 Alden Bridge Dr. The Woodlands, TX 77381 Mowable Area SQ FT: 98,801 Approximate Acreage: 2.27

6 5	WASTEWATER PLANT NO. 5; WATER WELLS NO. 27 & 28 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$72.60"/> Total: <input type="text" value="\$72.60"/> Item Notes: 17501 St. Luke's Way The Woodlands, TX 77384 Mowable Area SQ FT: 71,873 Approximate Acreage: 1.65

6 6	WASTEWATER PLANT NO. 4; WATER WELLS NO. 29 & 30 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$147.00"/> Total: <input type="text" value="\$147.00"/> Item Notes: 11904 West Branch Crossing Dr. The Woodlands, TX 77354 Mowable Area SQ FT: 145,997 Approximate Acreage: 3.35

6 7	LIFT STATION NO. 1 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/> Item Notes: 10103 Grogans Mill Rd. The Woodlands, TX 77380 Mowable Area SQ FT: 2,614 Approximate Acreage: 0.06

6 8	LIFT STATION NO. 3 Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/> Item Notes: 2916 Crossvine Circle The Woodlands, TX 77380 Mowable Area SQ FT: 3,049 Approximate Acreage: 0.07

6 9	LIFT STATION NO. 4
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 11898 Grogans Mill Rd. The Woodlands, TX 77380 Mowable Area SQ FT: 3,920 Approximate Acreage: 0.09

7 0	LIFT STATION NO. 5
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 26640 Glenlock Dr. The Woodlands, TX 77381 Mowable Area SQ FT: 3,920 Approximate Acreage: 0.09

7 1	LIFT STATION NO. 6 (GATED)
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$50.00"/> Total: <input type="text" value="\$50.00"/>
	Item Notes: 83 Heritage Hill Circle The Woodlands, TX 77381 Mowable Area SQ FT: 11,761 Approximate Acreage: 0.27

7 2	LIFT STATION NO. 7
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 47 West Wavy Oak The Woodlands, TX 77381 Mowable Area SQ FT: 3,920 Approximate Acreage: 0.09

7 3	LIFT STATION NO. 8
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 12410 Sawmill Rd. The Woodlands, TX 77380 Mowable Area SQ FT: 871 Approximate Acreage: 0.02

7 4	LIFT STATION NO. 9
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 1472 Timberloch Place The Woodlands, TX 77380 Mowable Area SQ FT: 1,742 Approximate Acreage: 0.04

7 5	LIFT STATION NO. 10
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 13101 Sawmill Rd. The Woodlands, TX 77380 Mowable Area SQ FT: 2,178 Approximate Acreage: 0.05

7 6	LIFT STATION NO. 11
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 5645 Shadow Bend Place The Woodlands, TX 77381 Mowable Area SQ FT: 1,307 Approximate Acreage: 0.03

7 7	LIFT STATION NO. 12
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 1903 Lake Robbins The Woodlands, TX 77380 Mowable Area SQ FT: 3,049 Approximate Acreage: 0.07

7 8	LIFT STATION NO. 13
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 5250 Flintridge The Woodlands, TX 77381 Mowable Area SQ FT: 3,049 Approximate Acreage: 0.07

7 9	LIFT STATION NO. 14
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 2600 Lake Woodlands Dr. The Woodlands, TX 77381 Mowable Area SQ FT: 1,742 Approximate Acreage: 0.04

8 0	LIFT STATION NO. 16
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal
	Quantity: <u> 1 </u> UOM: <u> PER MOW </u> Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>
	Item Notes: 76 Shannon Green Ct. The Woodlands, TX 77384 Mowable Area SQ FT: 22,216 Approximate Acreage: 0.51

8 1	LIFT STATION NO. 17		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/>
	Total: <input type="text" value="\$45.00"/>		
Item Notes: 123 Northgate The Woodlands, TX 77380			
Mowable Area SQ FT: 5,227 Approximate Acreage: 0.12			

8 2	LIFT STATION NO. 18		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/>
	Total: <input type="text" value="\$45.00"/>		
Item Notes: 2821 North Millbend Dr. The Woodlands, TX 77380			
Mowable Area SQ FT: 436 Approximate Acreage: 0.01			

8 3	LIFT STATION NO. 19		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/>
	Total: <input type="text" value="\$45.00"/>		
Item Notes: 3120 North Millbend Dr. The Woodlands, TX 77380			
Mowable Area SQ FT: 436 Approximate Acreage: 0.01			

8 4	LIFT STATION NO. 20		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/>
	Total: <input type="text" value="\$45.00"/>		
Item Notes: 13002 South Park. Dr. The Woodlands, TX 77380			
Mowable Area SQ FT: 2,614 Approximate Acreage: 0.06			

8 5	LIFT STATION NO. 21		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/>
	Total: <input type="text" value="\$45.00"/>		
Item Notes: 25219 Grogans Mill Rd. The Woodlands, TX 77380			
Mowable Area SQ FT: 3,485 Approximate Acreage: 0.08			

8
6 LIFT STATION NO. 22
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 32 Woodhaven Wood Dr.
The Woodlands, TX 77380

Mowable Area SQ FT: 871
Approximate Acreage: 0.02

8
7 LIFT STATION NO. 23
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 9150 Grogans Mill
The Woodlands, TX 77380

Mowable Area SQ FT: 2,178
Approximate Acreage: 0.05

8
8 LIFT STATION NO. 24 (GATED)
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 7001 Flintridge
The Woodlands, TX 77382

Mowable Area SQ FT: 21,780
Approximate Acreage: 0.50

8
9 LIFT STATION NO. 25
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 3108 College Park. Dr.
The Woodlands, TX 77384

Mowable Area SQ FT: 6,970
Approximate Acreage: 0.16

9
0 LIFT STATION NO. 26
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 8426 Technology Forest Place
The Woodlands, TX 77381

Mowable Area SQ FT: 2,614
Approximate Acreage: 0.06

9
1 LIFT STATION NO. 27
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 144 South Tranquil Path
The Woodlands, TX 77380

Mowable Area SQ FT: 4,792
Approximate Acreage: 0.11

9
2 LIFT STATION NO. 28
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 2690 Sawdust Rd.
The Woodlands, TX 77380

Mowable Area SQ FT: 3,485
Approximate Acreage: 0.08

9
3 LIFT STATION NO. 29
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 11402 West Branch Crossing
The Woodlands, TX 77354

Mowable Area SQ FT: 24,829
Approximate Acreage: 0.57

9
4 LIFT STATION NO. 30
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 222 Greylake Place
Magnolia, TX 77354

Mowable Area SQ FT: 7,405
Approximate Acreage: 0.17

9
5 ELEVATED STORAGE TANK (EST) NO. 1
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 3310 South Panther Creek Dr.
The Woodlands, Tx 77381

Mowable Area SQ FT: 6,086
Approximate Acreage: 0.14

9
6 ELEVATED STORAGE TANK (EST) NO. 2
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 100 Lake Front Circle
The Woodlands, Tx 77380

Mowable Area SQ FT: 21,769
Approximate Acreage: 0.50

9
7 ELEVATED STORAGE TANK (EST) NO. 3; WATER WELL NOS. 9 & 10
Turf mowing, Weed Eating, Litter, Trash, Debris Removal

Quantity: 1 UOM: PER MOW Price: Total:

Item Notes: 7100 Research Forest Dr.
The Woodlands, Tx 77381

Mowable Area SQ FT: 22,967
Approximate Acreage: 0.53

9 8	ELEVATED STORAGE TANK (EST) NO.4		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
Quantity: <u> 1 </u> UOM: <u> PER MOW </u>		Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
Item Notes: 5465 Woodlands Parkway The Woodlands, Tx 77381			
Mowable Area SQ FT: 12,494 Approximate Acreage: 0.29			

9 9	ELEVATED STORAGE TANK (EST) NO. 5; WATER WELL NOS. 25 & 26		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
Quantity: <u> 1 </u> UOM: <u> PER MOW </u>		Price: <input type="text" value="\$65.00"/>	Total: <input type="text" value="\$65.00"/>
Item Notes: 8581 Woodlands Parkway The Woodlands, Tx 77382			
Mowable Area SQ FT:25,279 Approximate Acreage: 0.58			

1 0 0	ELEVATED STORAGE TANK (EST) NO.6 (FUTURE)		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal - MAINTAIN AREA THAT HAS BEEN CLEARED UNTIL CONSTRUCTION STARTS		
Quantity: <u> 1 </u> UOM: <u> PER MOW </u>		Price: <input type="text" value="\$70.00"/>	Total: <input type="text" value="\$70.00"/>
Item Notes: 7535 Lauravale Drive The Woodlands, Tx 77382			
Mowable Area SQ FT: N/A Approximate Acreage:1.00			

1 0 1	ELEVATED STORAGE TANK (EST) NO. 7; WATER WELL NOS. 33 & 34		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
Quantity: <u> 1 </u> UOM: <u> PER MOW </u>		Price: <input type="text" value="\$65.00"/>	Total: <input type="text" value="\$65.00"/>
Item Notes: 550 Trade Center Parkway The Woodlands, Tx 77385			
Mowable Area SQ FT: 28,242 Approximate Acreage: 0.65			

1 0 2	WATER WELL NO. 3		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
Quantity: <u> 1 </u> UOM: <u> PER MOW </u>		Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$45.00"/>
Item Notes: 10999 Winterberry The Woodlands, Tx 77380			
Mowable Area SQ FT:2,056 Approximate Acreage: 0.05			

1 0 3	WATER WELL NO. 4		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$50.00"/> Total: <input type="text" value="\$50.00"/>
	Item Notes: 2701 North Millbend Dr. The Woodlands, Tx 77380		
	Mowable Area SQ FT: 10,220 Approximate Acreage: 0.23		

1 0 4	WATER WELL NOS. 7 & 8		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/>
	Item Notes: 10003 Gosling The Woodlands, Tx 77381		
	Mowable Area SQ FT:13,819 Approximate Acreage: 0.32		

1 0 5	WATER WELL NOS. 11 & 12		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 4747 Woodlands Parkway The Woodlands, Tx 77381		
	Mowable Area SQ FT: 6,693 Approximate Acreage: 0.15		

1 0 6	WATER WELL NOS. 15 & 16		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 2651 Research Forest Dr. The Woodlands, Tx 77381		
	Mowable Area SQ FT: 5,357 Approximate Acreage: 0.12		

1 0 7	WATER WELL NOS. 17 & 18		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
	Item Notes: 1320 Many Pines Rd. The Woodlands, Tx 77380		
	Mowable Area SQ FT:6,380 Approximate Acreage: 0.15		

1 0 8	WATER WELL NOS. 19 & 20		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/>
	Item Notes: 5755 Alden Bridge Rd. The Woodlands, Tx 77382		
	Mowable Area SQ FT: 26,011 Approximate Acreage: 0.60		

1 0 9	WATER WELL NOS. 21 & 22		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/>
	Item Notes: 4111 Marisco Rd. The Woodlands, Tx 77384		
Mowable Area SQ FT:16,626			
Approximate Acreage: 0.38			

1 1 0	WATER WELL NOS. 23 & 24		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/>
	Item Notes: 8902 Research Forest Dr. The Woodlands, Tx 77382		
Mowable Area SQ FT: 27,082			
Approximate Acreage: 0.62			

1 1 1	WATER WELL NOS. 31 & 32		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>
	Item Notes: 7508 Gosling Rd. The Woodlands, Tx 77384		
Mowable Area SQ FT:19,154			
Approximate Acreage: 0.44			

1 1 2	WATER WELL NOS. 35 & 36		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>
	Item Notes: 7 Shell Port Square The Woodlands, Tx 77380		
Mowable Area SQ FT: 18,857			
Approximate Acreage: 0.43			

1 1 3	WATER WELL NOS. 37 & 38		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$50.00"/> Total: <input type="text" value="\$50.00"/>
	Item Notes: 6919 Woodlands Parkway The Woodlands, Tx 77382		
Mowable Area SQ FT:10,636			
Approximate Acreage: 0.24			

1 1 4	WATER WELL NO. 39		
	Turf mowing, Weed Eating, Litter, Trash, Debris Removal		
	Quantity: <u> 1 </u>	UOM: <u> PER MOW </u>	Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>
	Item Notes: 11482 West Branch Crossing The Woodlands, Tx 7734		
Mowable Area SQ FT: 23,803			
Approximate Acreage: 0.55			

1 1 5	WOODLANDS - OTHER UNIT PRICED ITEMS		
1 1 6	Materials and Labor to repair/replace sprinkler head and/or riser assembly to functionality Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
1 1 7	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
1 1 8	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
1 1 9	Materials and Labor to Repair/Replace Remote Control Valve to functionality Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
1 2 0	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less. Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
1 2 1	Deliver and Install Brown Mulch on Plant Beds Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$85.00"/>	Total: <input type="text" value="\$85.00"/>
1 2 2	Deliver and Install 3-4" Bull Rock to SJRA Facilities Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$200.00"/>
1 2 3	Spread Bermuda Grass Seed by hand Quantity: <u> 1 </u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.25"/>	Total: <input type="text" value="\$0.25"/>
1 2 4	Hydro mulch (Bermuda) Quantity: <u> 1 </u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.15"/>	Total: <input type="text" value="\$0.15"/>
1 2 5	Delivery and Install Top Soil Quantity: <u> 1 </u> UOM: <u>CUBIC YARD</u>	Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$90.00"/>

Response Total: \$18,228.20

PROPOSAL PRICING
G&A DIVISION

Item No.	Scope of Services	Price per Mow	Total Annual Price (40 MOWS)
1	Turf mowing, Edging, Weed Eating, Weed Control/Weed Removal, Litter, Trash, Debris Removal, Fertilizer, Ant Bait Spot Treatment and Pruning/Trimming of Hedges, Shrubs, Trees and Grasses per schedule	\$100.00	\$3,800.00
OTHER UNIT PRICED ITEMS			
Item No.	Description	Unit of Measure	Unit Price
1	Materials and Labor to Repair/Replace Sprinkler head and/or Riser assembly to functionality	EA	\$100.00
2	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality	EA	\$100.00
3	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality	EA	\$100.00
4	Materials and Labor to Repair/Replace Remote Control Valve to functionality	EA	\$200.00
5	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.	EA	\$100.00
6	Deliver and Install Brown Mulch on Plant Beds up to 2" in May, 12 cubic yards.	CUBIC YARD	\$85.00
7	Deliver and Install 3-4" Bull Rock to SJRA Facilities	CUBIC YARD	\$200.00
8	Spread Bermuda Grass Seed by hand	SF	\$0.25
9	Hydro mulch (Bermuda)	SF	\$0.15
10	On-Call Truck Watering for Trees	HR	\$400.00
11	Deliver and Install 30 gallon Shade Tree, T-Posts, Wire and Mulch Ring	EA	\$400.00
12	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring	EA	\$1,500.00
13	Material and Labor to procure and install annual color (include light soil in cost)	FLAT	\$50.00
14	Delivery and Install Top Soil	CUBIC YARD	\$90.00

PROPOSAL PRICING
LAKE CONROE DIVISION

Item No.	Scope of Services	Price per Mow	Total Annual Price (38 Mows)
1	Turf mowing, Edging, Weed Eating, Weed Control/Weed Removal, Litter, Trash, Debris Removal, Fertilizer, Ant Bait Spot Treatment and Pruning/Trimming of Hedges, Shrubs, Trees and Grasses per schedule	\$85.00	\$3,230.00
Item No.	Scope of Services	Price per Tree	Total Price
2	OPTIONAL ITEM Thin Live Oak Trees along Dam Site Road (58 Trees) Trim and	\$150.00	\$8,700.00
OTHER UNIT PRICED ITEMS			
Item No.	Description	Unit of Measure	Unit Price
1	Materials and Labor to Repair/Replace Sprinkler head and/or Riser assembly to functionality	EA	\$100.00
2	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality	EA	\$100.00
3	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality	EA	\$100.00
4	Materials and Labor to Repair/Replace Remote Control Valve to functionality	EA	\$200.00
5	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.	EA	\$100.00
6	Deliver and Install Brown Mulch on Plant Beds up to 2" in May, 12 cubic yards.	CUBIC YARD	\$85.00
7	Deliver and Install 3-4" Bull Rock to SJRA Facilities	CUBIC YARD	\$200.00
8	Spread Bermuda Grass Seed by hand	SF	\$0.25
9	Hydro mulch (Bermuda)	SF	\$0.15
10	On-Call Truck Watering for Trees	HR	\$400.00
11	Deliver and Install 30 gallon Shade Tree, T-Posts, Wire and Mulch Ring	EA	\$400.00
12	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring	EA	\$1,500.00
13	Material and Labor to procure and install annual color (include light soil in cost)	FLAT	\$50.00
14	Delivery and Install Top Soil	CUBIC YARD	\$90.00

PROPOSAL PRICING
GRP DIVISION

Item No.	SECTION/AREA	Scope of Services	Months	Mows/Month	Total Mows	Monthly Price	Annual Price	
1	SECTION 1: Main Operations Building	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	March 1 - September 30	2	14	\$200.00	\$2,800.00	
		GROWING SEASON	October 1 - February 28/29	1	5	\$200.00	\$1,000.00	
		DORMANT SEASON						
2	SECTION 2: Surface Water Treatment Plant	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	March 1 - September 30	2	14	\$1,400.00	\$19,600.00	
		GROWING SEASON	October 1 - February 28/29	1	5	\$1,400.00	\$7,000.00	
		DORMANT SEASON						
Total								\$30,400.00

Unit Price Items			
Item No.	Description	Unit of Measure	Unit Price
1	Materials and Labor to Repair/Replace Sprinkler head and/or Riser assembly to functionality	EA	\$100.00
2	Materials and Labor to Repair/Replace-Install Tree Bubbler and/or Riser Assembly to functionality	EA	\$100.00
3	Materials and Labor to Repair/Replace-Install Lawn Rotor Head and/or Riser Assembly to functionality	EA	\$100.00
4	Materials and Labor to Repair/Replace Remote Control Valve to functionality	EA	\$200.00
5	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pip 1" or less.		\$100.00
6	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pip 1" or less.		\$100.00
7	Deliver and Install Brown Mulch on Plant Beds	CUBICYARD	\$85.00
8	Deliver and Install 3-4" Bull Rock to SIRA Facilities	CUBICYARD	\$200.00
9	Spread Bermuda Grass Seed by hand	SF	\$0.25
10	Hydro mulch (Bermuda)	SF	\$0.15
11	On-Call Truck Watering for Trees	HR	\$400.00
12	Deliver and Install 30 gallon Shade Tree, T-Posts, Wire and Mulch Ring	EA	\$400.00
13	Delivery and Install 100-gallon shade tree, T-Posts, Wire and Mulch Ring	EA	\$1,500.00
14	Material and Labor to procure and install annual color (include light soil in cost)	FLAT	\$50.00
16	Material and Labor to procure and install annual color (include light soil in cost)	FLAT	\$90.00
17	Delivery and Install Top Soil	CUBICYARD	\$80.00

PROPOSAL PRICING
WOODLANDS DIVISION

Item No.	Facility	Address	SQ FT Mowable Area	Acreage Approx.	Scope of Services	*Specified Mows/Year	Price Per Mow	Subtotal per Location
1	Waste Water Treatment Plant No. 1 Administration Offices	2436 Sawdust Road The Woodlands, TX 77380	N/A	N/A	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 44.00	\$ 1,760.00
2	Waste Water Treatment Plant No. 1	2436 Sawdust Road The Woodlands, TX 77380	130,707	3.00	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 120.00	\$ 4,800.00
3	Waste Water Treatment Plant No. 2 Lift Station No. 15	5402 Research Forest Drive The Woodlands, TX 77381	600,340	14.00	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 616.00	\$ 24,640.00
4	Waste Water Treatment Plant No. 3	555 Trade Center Parkway The Woodlands, Texas 77385	88,000	2.02	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 88.00	\$ 3,520.00
5	Water Plant No. 1 Water Wells No. 1 & 2	11439 Slash Pine The Woodlands, Texas 77380	41,858	0.95	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 44.00	\$ 1,760.00
6	Water Plant No. 2 Water Wells No. 5 & 6	6140 Shadow Bend Place The Woodlands, Texas 77381	59,795	1.37	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 60.00	\$ 2,400.00
7	Water Plant No. 3 Water Wells No. 13 & 14	6698 Alden Bridge Drive The Woodlands, Texas 77381	98,801	2.27	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 100.00	\$ 4,000.00
8	Water Plant No. 4 Water Wells No. 29 & 30	11904 West Branch Crossing Drive The Woodlands, Texas 77354	145,997	3.35	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 147.00	\$ 5,880.00
9	Water Plant No. 5 Water Wells No. 27 & 28	17501 St. Luke's Way The Woodlands, Texas 77384	71,873	1.65	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 72.60	\$ 2,904.00
10	Lift Station No. 1	10103 Grogans Mill Road The Woodlands, Texas 77380	2,614	0.06	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
11	Lift Station No. 2	10607 Wildridge The Woodlands, Texas 77380	3,920	0.09	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
12	Lift Station No. 3	2916 Crossvine Circle The Woodlands, Texas 77380	3,049	0.07	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
13	Lift Station No. 4	11898 Grogans Mill Road The Woodlands, Texas 77380	3,920	0.09	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
14	Lift Station No. 5	26640 Glenlock Drive The Woodlands, Texas 77381	3,920	0.09	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
15	Lift Station No. 6. (Gated)	83 Heritage Hill Circle The Woodlands, Texas 77381	11,761	0.27	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 50.00	\$ 2,000.00
16	Lift Station No. 7	47 West Wavy Oak The Woodlands, Texas 77381	3,920	0.09	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
17	Lift Station No. 8	12410 Sawmill Road The Woodlands, Texas 77380	871	0.02	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
18	Lift Station No. 9	1472 Timberloch Place The Woodlands, Texas 77380	1,742	0.04	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
19	Lift Station No. 10	13101 Sawmill Road The Woodlands, Texas 77380	2,178	0.05	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
20	Lift Station No. 11	5645 Shadow Bend Place The Woodlands, Texas 77381	1,307	0.03	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
21	Lift Station No. 12	1903 Lake Robbins The Woodlands, Texas 77380	3,049	0.07	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
22	Lift Station No. 13	5250 Flintridge The Woodlands, Texas 77381	3,049	0.07	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00
23	Lift Station No. 14	2600 Lake Woodlands Drive The Woodlands, Texas 77381	1,742	0.04	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$ 45.00	\$ 1,800.00

PROPOSAL PRICING
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24	Lift Station No. 16	76 Shannon Green Ct The Woodlands, Texas 77384	22,216	0.51	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
25	Lift Station No. 17	123 Northgate, The Woodlands, Texas 77380	5,227	0.12	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
26	Lift Station No. 18	2821 North Millbend Drive The Woodlands, Texas 77380	436	0.01	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
27	Lift Station No. 19	3120 North Millbend Drive The Woodlands, Texas 77380	436	0.01	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
28	Lift Station No. 20	13002 South Park Drive The Woodlands, Texas 77380	2,614	0.06	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
29	Lift Station No. 21	25219 Grogans Mill Road The Woodlands, Texas 77380	3,485	0.08	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
30	Lift Station No. 22	32 Woodhaven Wood Drive The Woodlands, Texas 77380	871	0.02	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
31	Lift Station No. 23	9150 Grogans Mill The Woodlands, Texas 77380	2,178	0.05	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
32	Lift Station No. 24 (gated)	7001 Flintridge The Woodlands, Texas 77382	21,780	0.50	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
33	Lift Station No. 25	3108 College Park Drive The Woodlands, Texas 77384	6,970	0.16	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	50.00	\$	2,000.00
34	Lift Station No. 26	8426 Technology Forest Place The Woodlands, Texas 77381	2,614	0.06	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
35	Lift Station No. 27	144 South Tranquil Path The Woodlands, Texas 77380	4,792	0.11	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
36	Lift Station No. 28	2690 Sawdust Road The Woodlands, Texas 77380	3,485	0.08	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
37	Lift Station No. 29	11402 West Branch Crossing The Woodlands, Texas 77354	24,829	0.57	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
38	Lift Station No. 30	222 Greylake Place Magnolia, Texas 77354	7,405	0.17	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	55.00	\$	2,200.00
39	Elevated Storage Tank (EST) No. 1	3310 South Panther Creek Drive The Woodlands, Texas 77381	6,086	0.14	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
40	Elevated Storage Tank (EST) No. 2	100 Lake Front Circle The Woodlands, Texas 77380	21,769	0.50	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
41	Elevated Storage Tank (EST) No. 3 Water Wells Nos. 9 & 10	7100 Research Forest Drive The Woodlands, Texas 77381	22,967	0.53	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
42	Elevated Storage Tank (EST) No. 4	5465 Woodlands Parkway The Woodlands, Texas 77381	12,494	0.29	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	50.00	\$	2,000.00
43	Elevated Storage Tank (EST) No. 5 Water Wells Nos. 25 & 26	8581 Woodlands Parkway The Woodlands, Texas 77382	25,279	0.58	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
44	Elevated Storage Tank (EST) No. 6 (FUTURE)	7535 Lauravale Dr. The Woodlands, TX 77382	N/A	1.00	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	70.00	\$	2,800.00
45	Elevated Storage Tank (EST) No. 7 Water Wells Nos. 33 & 34	550 Trade Center Parkway The Woodlands, Texas 77385	28,242	0.65	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
46	Water Well No. 3	10999 Winterberry The Woodlands, Texas 77380	2,056	0.05	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
47	Water Well No. 4	2701 North Millbend Drive The Woodlands, Texas 77380	10,220	0.23	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	50.00	\$	2,000.00
48	Water Wells Nos. 7 & 8	10003 Gosling Road The Woodlands, Texas 77381	13,819	0.32	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	55.00	\$	2,200.00

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49	Water Wells Nos. 11 & 12	4747 Woodlands Parkway, The Woodlands, Texas 77381	6,693	0.15	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
50	Water Wells Nos. 15 & 16	2651 Research Forest Drive The Woodlands, Texas 77381	5,357	0.12	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
51	Water Wells Nos. 17 & 18	1320 Many Pines Road The Woodlands, Texas 77380	6,380	0.15	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	45.00	\$	1,800.00
52	Water Wells Nos. 19 & 20	5775 Alden Bridge Road, The Woodlands, Texas 77382	26,011	0.60	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
53	Water Wells Nos. 21 & 22	4111 Marsico Road The Woodlands, Texas 77384	16,626	0.38	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	55.00	\$	2,200.00
54	Water Wells Nos. 23 & 24	8902 Research Forest Drive The Woodlands, Texas 77382	27,082	0.62	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	65.00	\$	2,600.00
55	Water Wells Nos. 31 & 32	7508 Gosling Road Woodlands, Texas 77384	19,154	0.44	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
56	Water Wells Nos. 35 & 36	7 Shell Port Square The Woodlands, Texas 77380	18,857	0.43	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
57	Water Wells Nos. 37 & 38	6919 Woodlands Parkway The Woodlands, Texas 77382	10,636	0.24	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	50.00	\$	2,000.00
58	Water Well No. 39	11482 West Branch Crossing The Woodlands, Texas 77354	23,803	0.55	Turf mowing, Weed Eating, Litter, Trash, Debris Removal	40	\$	60.00	\$	2,400.00
Total			1,697,282	40.17		2320				\$ 151,464.00

OTHER UNIT COST ITEMS			Unit Price
Item No.	Description	Unit of Measure	Unit Price
1	Materials and Labor to Repair/Replace Sprinkler head and/or Riser assembly to functionality	EA	\$100.00
2	Materials and Labor to Repair/Replace- Install Tree Bubbler and/or Riser Assembly to functionality	EA	\$100.00
3	Materials and Labor to Repair/Replace- Install Lawn Rotor Head and/or Riser Assembly to functionality	EA	\$100.00
4	Materials and Labor to Repair/Replace Remote Control Valve to functionality	EA	\$200.00
5	Materials and Labor to Repair/Replace/Restore break in irrigation PVC pipe 1" or less.	EA	\$100.00
6	Deliver and Install Brown Mulch on Plant Beds	CUBIC YARD	\$85.00
7	Deliver and Install 3-4" Bull Rock	CUBIC YARD	\$200.00
8	Spread Bermuda Grass Seed by hand	SF	\$0.25
9	Hydro mulch (Bermuda)	SF	\$0.15
10	Delivery and Install Top Soil	CUBIC YARD	\$90.00

CERTIFICATION AND ACKNOWLEDGMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

The Respondent is in receipt of Addendum No. 1 addenda.

The Respondent certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2276, Section 2276.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2275.
- that it is qualified to perform the work and services outlined in this RFP.
- that the SOQ has been arrived at independently and submitted without collusion with any other Respondent, SJRA staff or SJRA contractor, and the contents of the SOQ have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to SJRA's final action on this RFQ prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a SOQ for the work.
- that the offers, terms and conditions of the SOQ will remain valid and effective and may be relied upon by SJRA for a period of ninety (90) days following the SOQ closing date and time as identified in this RFQ or addenda.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Signed By: <u></u>	Title: <u>Owner</u>
Typed Name: <u>Garret Ashton</u>	Company Name: <u>EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC</u>
Phone No.: <u>(936)648-5593</u>	Email: <u>garret@earthworkstexas.com</u>
P.O. Box or Street	City State Zip
Remit Address: <u>13511 Greenlow Drive,</u>	<u>Houston, Texas 77067</u>
P.O. Box or Street	City State Zip
Federal Tax ID No.: <u>464729662</u>	DUNS No.: <u>052080519</u>
Date: <u>January 15, 2026</u>	



**ADDENDUM NO. 1
RFP # 26-0007**

Date: January 7, 2026
To: All Interested Parties
From: Megan Morris, Buyer
Re: **RFP # 26-0007**
Mowing and Landscaping Services

The following additions, deletions, changes, or clarifications to RFP #26-0007 are hereby made as part of the originally issued solicitation documents for the above-mentioned project as fully and as completely as though the same were included therein.

QUESTIONS:

1. **Question:** Good morning, May we have a copy of the current contract?

SJRA Response: Please send all public records request to openrecords@sjra.net.

2. **Question:** What company is currently servicing the contract of each division and what are the amounts of each contract?

SJRA Response: Please send all public records request to openrecords@sjra.net.

3. **Question:** Could you clarify (from the matrix) what it means that edging (curbs and aprons) at the GRP is an extra service item?

SJRA Response: Generally, contractors use a weed eater for cleaning up around curbs, sidewalks and aprons. If we ask that they use an 'edger', that has been additional in the past. But it would be on request that we want edging vs. weed eating.

All provisions that are not so amended or supplemented remain in full force and effect.

Please acknowledge receipt of this addendum with signature and date and return with completed RFP. Failure to do so may cause your proposal to be considered as non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged



Authorized Signature

January 15, 2026
Date

EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC
Company Name

EXHIBIT B
INSURANCE REQUIREMENTS

For purposes of this Exhibit B, "ISO" means Insurance Services Office.

1.0 Contractor Insurance Representations to SJRA.

1.1 It is expressly understood and agreed that the insurance coverages required herein:

1.1.1 Represent SJRA's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in the Contract, nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

1.1.2 Are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under the Contract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Contract.

1.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If Contractor shall fail to remedy such breach, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to SJRA from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by SJRA. In the event of any failure by Contractor to comply with the insurance requirements of the Contract, SJRA may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that SJRA shall have no obligation to do so and if SJRA shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

2.0 Conditions Affecting All Insurance Required Herein.

2.1 Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

2.2 Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the performance of the Work and through the correction period of paragraph 5.13 of the Agreement, and for such longer periods of time as may be set forth herein.

2.3 Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies authorized to do business in the State of Texas and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.

2.4 Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to SJRA in compliance with the requirements herein.

2.5 Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

2.6 Notice of Cancellation or Material Change in Coverage. Contractor and the insurer shall provide SJRA with thirty days prior written notice of cancellation or material change in coverage.

2.7 Waiver of Rights of Recovery and Subrogation. The Contractor hereby waives its rights of recovery from the SJRA with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of SJRA on all insurance coverage carried by the Contractor, whether required herein or not.

2.8 Deductible/Retention. Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$10,000 without prior written approval of SJRA. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Contractor's sole risk. Contractor shall

not be reimbursed for same. If the insurance contains a self-insured retention, the policy shall allow the self-insured retention to be paid or satisfied by a party other than the named insured.

2.9 **Minimum Limits.** The inclusion of required minimum insurance limits in the Contract Documents shall not be construed as limiting the SJRA’s or other additional insured’s rights under any policy with higher limits. The minimum insurance limits set forth in this Exhibit D shall be deemed to be amended to any higher limits actually contained in Contractor’s insurance policies.

3.0 Intentionally Omitted.

4.0 Insurance Required.

4.1 The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of the Agreement and thereafter as required.

PLEASE NOTE: These requirements should provide general guidance only, additional requirements based on project specifics of the contract may be required. Contract amounts over limits will require excess coverage to cover the difference. Combined single limits and excess coverage must equal the Contract Amount (CA).							
Risk Level TIER 1	Coverage	Contract Amount					
		<=\$25k	>\$25k- \$75k	>\$75k- \$1M	>=\$1M- \$2M	>\$2M	
Administrative/ General Business Services <u>Services:</u> Routine/regularly scheduled services such as landscaping, janitorial, or maintenance- elevators <u>Contract Type:</u> > General Services Contract > Standby Services Agreement	Commercial General Liability (CGL) (Premises/Completed Operations)	Each Occurrence	\$300k	\$500K	\$1M	\$1.5M	= \$2M
		Fire Damage	\$100k	\$250k	\$1M	\$1.5M	= \$2M
		Personal & ADV injury	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Aggregate	\$600K	\$750k	\$2M	\$3M	= \$4M
		Premises/Operations	\$300k	\$500k	\$1M	\$1.5M	= \$2M
	Workers Compensation	Products/Completed Operations	\$300K	\$500k	\$1M	\$1.5M	= \$2M
		Per occurrence bodily injury	\$500k	\$500k	\$500k	\$500k	\$500k
		Per occurrence bodily injury by disease	\$500k	\$500k	\$500k	\$500k	\$500k
	Business Auto Liability Owned, Non-Owned, Hired, Injury and Property coverage for all	Policy Limit for Bodily Injury Disease	\$500k	\$500k	\$500k	\$500k	\$500k
		Bodily Injury	\$250k	\$500k	\$500k	\$1M	= \$2M
Property Damage		\$100k	\$500k	\$500k	\$1M	= \$2M	
Professional Liability	Combined Single Limit (Bodily & Property Damage)	\$500k	\$1M	\$1M	\$2M	= \$2M	
	Professional required based on the scope of work	\$250k	\$500k	\$1M	\$2M	= \$2M	
Cyber Liability	Cyber required based on the scope of work	\$250k	\$500k	\$1M	\$2M	= \$2M	

4.2 Commercial General Liability Insurance

4.2.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under the Contract Documents (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.2.2 **Form.** Commercial General Liability Occurrence form (at least as broad as an unmodified current ISO edition of CG 00 01) to include, but not be limited to, coverage for the Contractor’s premises, operations (including completed operations), products, and contractual assumption of tort liability.

4.2.3 **Amount of Insurance.** Coverage shall be provided with limits of not less than the above stated table.

4.2.4 **Required Endorsements.**

- a. Additional Insured. Additional insured status shall be provided in favor of the SJRA on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their combined equivalent. It is the intent of the parties to this Agreement that this Additional Insured status shall include coverage for completed operations and for the SJRA's concurrent and sole negligence. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
- b. Designated Construction Project(s) Aggregate Limit. The aggregate limit shall apply separately to this Agreement through use of an ISO CG 25 03 05 09 endorsement or its equivalent.
- c. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
- d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
- e. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.

4.2.5 Continuing Commercial General Liability Insurance. Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least three (3) years following Date of Final Completion of the Work to be performed under the Contract.

4.3 Auto Liability Insurance

- 4.3.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- 4.3.2 Form. Business Auto form (at least as broad as an unmodified current ISO edition of CA 00 01).
- 4.3.3 Amount of Insurance. Coverage shall be provided with a limit of not less than the above stated table.
- 4.3.4 Required Endorsements.
 - a. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
 - b. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.
 - c. Additional insured status in favor of the SJRA. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applied to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
 - d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This Auto Liability Insurance coverage shall be endorsed to provide such primary and non-contributing liability coverage.

4.4 Workers' Compensation/Employer's Liability Insurance

- 4.4.1 Amounts of coverage shall be no less than Statutory Limits; each Accident and Disease (see requirements stated in table above).

4.5 Excess Liability Insurance

- 4.5.1 Coverage. Such insurance shall be excess over and be no less broad than all coverages described above (with the exception of Worker's Compensation) and shall include a drop-down provision.
- 4.5.2 Form. This policy shall have the same inception and expiration dates as the Commercial General Liability insurance required above.
- 4.5.3 Amount of Insurance. Coverage shall be provided with a limit of not less than the above stated table.
- 4.5.4 Continuing Excess Liability Insurance. Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least three (3) years following Date of Final Completion of the Work to be performed under the Contract.
- 4.5.5 Additional insured status shall be provided in favor of the SJRA. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend. This Excess Liability Insurance shall be primary to and shall seek no contribution from all insurance available to the SJRA, with SJRA's insurance being excess, secondary and non-contributing.

5.0 Evidence of Insurance.

- 5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by Contractor, represented by certificates of insurance, evidence of insurance consistent with the requirements of Chapter 1811 of the Texas Insurance Code, and endorsements issued by the insurance company or its legal agent, must be furnished to SJRA not later than 15 days prior to commencement of Work. New certificates of insurance, evidence of insurance, and endorsements shall be provided to SJRA prior to the termination date of the current certificates of insurance, evidence of insurance, and endorsements.
- 5.2 Form. All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance", or if such form is not filed with and approved or deemed approved by the Texas Department of Insurance, then on a form filed with and approved by or deemed approved by the Texas Department of Insurance and acceptable to SJRA.
- 5.3 Specifications. Such certificates of insurance, evidence of insurance, and endorsements shall specify the following, excluding, however, any such specifications as may be prohibited under Chapter 1811 of the Texas Insurance Code:
 - 5.3.1 SJRA as a certificate holder with correct mailing address.
 - 5.3.2 Insured's name, which must match that on this Contract.
 - 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - 5.3.4 Producer of the certificate with correct address and phone number listed.
 - 5.3.5 Additional insured status required herein.
 - 5.3.6 Amount of any deductibles and/or retentions.
 - 5.3.7 Cancellation and material change in coverage notification as required by the policy or any endorsement thereto in accordance with Section 3.6 of this Exhibit D.
 - 5.3.8 Designated Construction Project Aggregate Limits required herein.
 - 5.3.9 Primary and non-contributing status required herein.
 - 5.3.10 Waivers of subrogation required herein.
- 5.4 Required Endorsements. A copy of the Commercial General Liability additional insured, waiver of subrogation and primary/noncontributing endorsement(s) or policy language shall also be provided.
- 5.5 Failure to Obtain. Failure of SJRA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJRA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- 5.6 Copies. Upon request of SJRA, Contractor shall provide to SJRA a copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to SJRA at least ten (10) days prior to the expiration of the previous policy.
- 5.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by SJRA of any rights of SJRA. SJRA shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by SJRA.

6.0 Intentionally Omitted.

7.0 Insurance Requirements of Contractor's Subcontractors and for Contractor's Property and Equipment.

- 7.1 Insurance similar to that required of Contractor shall be provided by all subcontractors and sub-subcontractors (or provided by Contractor on behalf of subcontractors or sub-subcontractors) to cover operations performed under any subcontract agreement. Limits of subcontractors' coverage shall be per Contractor's standard requirements. Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors and sub-subcontractors. Contractor shall maintain certificates of insurance from all subcontractors and sub-subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from a subcontractor or sub-subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to SJRA upon request. Subcontractor's Commercial General Liability insurance policies shall name the SJRA as an additional insured.
- 7.2 Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Contractor's or its subcontractor's property shall be Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Contractor shall not be reimbursed for same. Should Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of SJRA.

8.0 Release and Waiver.

Contractor hereby releases, and shall cause its subcontractors and sub-subcontractors to release, SJRA from any and all claims or causes of action whatsoever which Contractor and/or its subcontractors or sub-subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor and/or its subcontractors and sub-subcontractors pursuant to this Contract. Contractor shall be responsible for any Builder's Risk deductible applicable to the Work. Contractor waives all damages and rights of recovery against the SJRA and SJRA's separate contractors for damages caused by fire or other causes of loss to the extent covered by any Builder's Risk property insurance applicable to the Contractor's work under the Contract, except such rights as Contractor may have to proceeds of such insurance as Contractor's interest may appear.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

EARTHWORKS LANDSCAPE AND MAINTENANCE LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

12/16/25

Date

Item No.	Agenda Item	Date
6.4	Consider authorizing the General Manager to execute Amendment No. 1 to Work Order No. 1 with Diaz Engineering, LLC, for engineering design of Structure 2 and South Canal Bypass Levee Improvements for the Highlands Division.	02/26/2026

BACKGROUND INFORMATION

Firm Name:	Diaz Engineering, LLC
Project:	Structure 2 and South Canal Bypass Levee Improvements
Type of Agreement:	Professional Services Agreement (Contract No. 24-0039-A)
Project Description/Justification:	Improvements to Structure 2 and the South Canal Bypass were identified to enhance infrastructure, improve access and maintenance abilities, and continue reliable conveyance of raw water to customers. Structure 2 is a critical piece of infrastructure that serves as the primary control structure for the transfer of water from the Main Canal into the Reservoir. The culverts are currently undersized and the slide gates on this structure do not adequately seal, making it difficult to control flow to the Reservoir. The South Canal Bypass, particularly the first 150 feet past Structure 3, is severely eroded and has limited access for maintenance along the levees.
Work Order Scope:	Work Order No. 1 was approved on January 23, 2025, and included preliminary and final design for improvements to Structure 2 and the entire length of the South Canal Bypass. However, following assessment of the infrastructure, and due to current funding limitations, final design will only proceed on replacement of Structure 2 and the first 150 feet of the canal bypass past Structure 3. Amendment No. 1 removes the final design task for the remaining length of the South Canal Bypass. Also, the date of completion has been extended by 223 days. It is anticipated that the remaining work on the rest of the canal bypass will occur within the next 5 years.
Key Deliverable(s):	Due Date(s):
60% Design Submittal Package	February 27, 2026
90% Design Submittal Package	April 3, 2026
Final Design Submittal Package	May 11, 2026
Type of Comp. WO1/AM1/Amt.:	Lump Sum/\$(48,140.00)
Original Fee for Work Order No. 1:	\$483,500.00 (Board Approved January 23, 2025)
Amendment No. 1 to Work Order No. 1:	<u>\$(48,140.00) (Recommended Action)</u>
Total Amount of Work Order No. 1:	\$435,360.00
Construction Cost:	\$1,005,597.00 (Est.)
Anticipated Completion Date:	August 11, 2026

FUNDING SOURCE: R&R Fund

ATTACHMENTS: Map, Amendment No. 1 to Work Order No. 1, Level of Effort, Schedule

RECOMMENDED ACTION

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 1 in the amount of \$(48,140.00) with Diaz Engineering, LLC, for engineering design of Structure 2 and South Canal Bypass Levee Improvements for the Highlands Division.



Legend

- Structure
- Project Limits
- SJRA Canal



**Structure 2 and South Canal Bypass
Levee Improvements**

**San Jacinto River Authority
Structure 2 and South Canal Bypass Levee Improvements
Work Order No. 1 Amendment No. 1**

This Amendment revises Work Order 1 to amend Structure 2 and South Canal Bypass Levee Improvements to reduce the final design scope of the south canal bypass levee improvements portion of the project.

This Work Order Amendment is issued subject to and is governed by that certain Professional Services Agreement, Contract No. 24-0039-A, between SJRA and CONSULTANT (Diaz Engineering, LLC) effective January 23, 2025.

Agreement Date: January 23, 2025

Work Order Date: January 23, 2025

Amendment No. 1 Date: February 26, 2026

CONSULTANT: Diaz Engineering, LLC

Type of Compensation: Lump Sum

Compensation: \$(48,140.00)

Completion Date: August 11, 2026

Description: This work order was for the Consultant to provide project management, preliminary engineering, final design, subconsultant services and procurement assistance for improvements to Structure 2 and the South Canal Bypass Levees. Due to funding constraints, the design of the bypass canal levees will be reduced to just 150 feet east of Structure 3 which has significant erosion. The reduction in scope will reduce the overall fee by \$48,140.00 to a new total fee of **\$435,360.00**.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

Diaz Engineering, LLC

By: _____

Name: Imelda Diaz, P.E.

Title: President

SCOPE OF WORK (Modified Scope in *Bold Italics*)*
***Only Tasks with Modifications Shown**

General

The Scope of Work is for the Consultant to prepare construction documents for the replacement of Structure 2 and levee improvements along the *bypass channel from Structure 3 to approximately 150 feet downstream to Station 348+10 (the Project)*, owned and maintained by the San Jacinto River Authority (SJRA). The replacement for Structure 2 will include new pipes, intake and discharge structures with integrated stop log slots, and the installation of actuated control gates to enhance flow regulation and operational efficiency. Additionally, the Consultant will re-evaluate the alternatives recommended in the 2017 Preliminary Engineering Report, focusing on the feasibility of implementing Alternative 1 & 5. Alternative 1 involves reconstructing a shared levee between the Harris County Flood Control District (HCFCD) and the Bypass Canal and along Segment A as shown in Exhibit “A”. The evaluation will also reassess Alternative 5, which includes shifting the levees/embankments further north to address SJRA’s maintenance and operational concerns while maintaining levee functionality and minimizing impacts on the adjacent HCFCD drainage channel along Segment A. The scope will include an evaluation of the South Canal Bypass levees from Structure 3 to Siphon 24 to identify low spots requiring raising to meet conveyance demands while ensuring adequate freeboard. Construction plans will also provide details for addressing extensive erosion in specific areas along the bypass channel from Structure 3 headwalls to *approximately 150 feet downstream to Station 348+10*. Additionally, recommendations for construction phasing and care and control of water during construction will be provided.

Task 1103 – Structure 2 Final Engineering Design
HDS21.1103.0080

1. The Consultant shall perform Final Design for the replacement of Structure 2. Construction Drawings will be combined with those of Bypass Channel levee improvements. Final Design shall include, but not be limited to, the following:

- 1.1 Prepare and submit 60%, 90% and final construction plans, specifications, and contract documents, conforming to the SJRA Design Standards & Criteria Manual, Project Management Plan, and other manuals as provided by the SJRA. Address all review comments from prior design submittals and return prior review comments when making the next required design submittals. It is anticipated that the competitively sealed proposal delivery methodology will be utilized to procure construction contractor services. Accordingly, Consultant to provide competitive seal proposal (CSP)-compatible proposal form. All other front-end documents will be, compiled by SJRA. This Scope of Work is based on no modifications being made to the front-end bidding documents by the Consultant, with the exception of the CSP compatible proposal form. Prepare and submit electronic (.pdf) files of the drawings and specifications for the 60%, 90%, and final Milestone Submittal drawings for SJRA Project Team review and approval via the project specific Procore® site. After each milestone submittal, the SJRA will consolidate one (1) set of submittal review comments and provide to the Consultant within fourteen (14) calendar days of receipt of the design submittal. The Consultant shall produce a matrix for each comment, noting the comment, reviewers name, and drawing or specification page/section. The Consultant shall respond to and complete comment matrix by providing responses/answers to each comment and documenting that each comment was addressed. Review comments received as part of the one (1) compilation shall be incorporated into the next milestone deliverable and considered “frozen”. Construction documents including plans, details, and specifications shall, at a minimum, include the following:

- a. General sheets, including cover page, index and general notes

- b. Project, access, and laydown layout sheets
 - c. Structure 2 Plan & Profiles
 - d. Structure 2 Cross Sections
 - e. Volume quantities
 - f. Typical detail sheets
 - g. Demolition sheets for existing Structure 2
 - h. Structural improvement sheets
 - i. SCADA Details
- 1.2. The plans and specifications must conform to the SJRA CAD Standards. Construction drawings will be prepared using AutoCAD 2018 (or newer) software. The plans, specifications, and contract documents must include, but is not limited to the following design considerations. Structure 2 replacement, care of water scenarios, levee rehabilitation, TCE construction if needed, Site access and phasing for construction
- 1.3. Prepare and submit all necessary plan review applications, fees, and reports required for all applicable authorities, such as but not limited to, local, state and federal authorities, public and private pipeline companies, and utilities, but excluding environmental permitting.
- 1.4. Prepare and provide an Engineer's opinion of probable construction cost (EOPCC) and construction contract duration at the 60%, 90%, and final submittal milestones.

Deliverables:

Due Dates:

- a) 60% Submittal Package
- b) 90% Submittal Package
- c) Final Submittal Package
- d) 60%, 90%, Final EOPCC

- February 27, 2026**
- April 3, 2026**
- May 11, 2026**
- With Submittal Packages*

**Task 1107 – Bypass Channel Levee Improvements Final Engineering Design
HL324.1107.0080**

1. The Consultant shall perform Final Design for the South Canal Levee Improvements between Structure 3 to **approximately 150 feet downstream to Station 348+10**. Construction Drawings will be combined with those of Structure 2 replacement. Final Design shall include, but not be limited to, the following:

- 1.1 Prepare and submit 60%, 90% Prepare and provide 60%, 90% and final plans, specifications, front-end documents, and contract documents, conforming to the SJRA Design Standards & Criteria Manual, Project Management Plan, and other manuals as provided by the SJRA. Address all review comments from prior design submittals and return prior review comments when making the next required design submittals. It is anticipated that the competitively sealed proposal delivery methodology will be utilized to procure construction contractor services.

Accordingly, Consultant to provide competitive sealed proposal (CSP)-compatible proposal form. . All other front-end documents will be provided and amended to the project manual by the SJRA. This Scope of Work is based on no modifications being made to the front-end bidding documents by the Consultant, with the exception of the CSP compatible proposal form. Prepare and submit electronic (.pdf) files of the drawings and specifications for the 60%, 90%, and final Milestone Submittal drawings for SJRA Project Team review and approval via the project specific Procore® site. After each milestone submittal, the SJRA will consolidate one (1) set of submittal review comments and provide to the Consultant within fourteen (14) calendar days of receipt of the design submittal. The Consultant shall produce a matrix for each comment, noting the comment, reviewers name, and drawing or specification page/section. The Consultant shall attend a comment review workshop with SJRA to review these comments. The Consultant shall respond to and complete comment matrix by providing responses/answers to each comment and documenting that each comment was addressed. Review comments received as part of the one (1) compilation shall be incorporated into the next milestone deliverable and considered “frozen”. Construction documents including plans, details, and specifications shall, at a minimum, include the following:

- a. General sheets, including cover page, index and general notes
- b. Project, access, and laydown layout sheets
- c. Plan & Profiles
- d. Cross Sections
- e. Volume quantities
- f. Typical details sheets
- g. The plans and specifications must conform to the SJRA CAD Standards. Construction drawings will be prepared using AutoCAD 2018 (or newer) software. The plans, specifications, front-end documents, and contract documents must include, but is not limited to the following design considerations: Structure 2 replacement, care of water scenarios, levee rehabilitation, Verify the need of TCE for construction, Site access and phasing for construction existing utility verification, maintenance access dimensions and clearances.
- h. Prepare and submit all necessary plan review applications, fees, and reports required for all applicable authorities, such as but not limited to, local, state and federal authorities, public and private pipeline companies, and utilities, but excluding environmental.
- i. Prepare and provide an Engineer’s opinion of probable construction cost (EOPCC) and construction contract duration at the 60%, 90%, and final submittal milestones.

Deliverables:

- a) 60% Submittal Package**
- b) 90% Submittal Package**
- c) Final Submittal Package**

Due Dates:

- February 27, 2026**
- April 3, 2026**
- May 11, 2026**

Subconsultant Services

Task 1109 – Subconsultant Services- Structure 2 HDS2I.1109.0021

1. Topographic Survey - Consultant shall provide a topographic survey to capture topographic features, SJRA provided easement and property boundaries, as well as adjacent property information at Structure 2 within Highlands Reservoir. Survey items should include, but are not necessarily limited to, existing structure, existing road culverts diameter and flowlines, water surface elevation, and existing elevations of reservoir and adjacent drainage channels. Survey data shall be sufficient to adequately perform preliminary and final design of the channel improvements.

1.1 Survey shall be processed and provided to SJRA using AutoCAD Civil 3D (version 2021 or later) native files(s) in .dwg format. Survey drawing should include topographic contours with true elevations assigned along with an existing ground surface built using survey data in Civil3D. Survey drawing layers shall be per SJRA BMP standards. Surveyor will be tasked with locating surface utilities and performing 811- one call to locate all utilities within E. Houston St. ROW and along the canal levees within the project scope. Submit one electronic copy (pdf) via Procore® of the draft topographic survey to SJRA Project Team for review and comment. Submit one electronic copy (pdf) via Procore® site of the final package to the SJRA.

- a) Provide all CAD (AutoCAD) files in accordance with the requirements of the SJRA Design Standards and Criterial Manual. Provide all CAD data from the project in the format of AutoCAD Civil 3D (AutoCAD 2012 or more recent) .dwg files with the projection specified in accordance with the requirements of the SJRA Design Standards and Criteria Manual. Provide all CAD and other electronic files as necessary to facilitate implementation of SJRA’s GIS system.

Provide all GIS data from the project in the format of either shapefiles (.shp) or geodatabase (.gdb). Projection to be NAD83 State Plane Texas South Central FIPS 4204 (US Feet). Reference the GIS Spatial Data Standards document (hard copy provided or located on the SJRA Specification site in Procore®) for further details.

Deliverables:

Due Dates:

- a) *Draft Topographic Survey*
b) *Final Topographic Survey*
c) *Native files (GIS and CAD)*

March 7, 2025
Three weeks after receipt of SJRA review comments
With Deliverables

2. Hydraulic Modeling

2.1 Consultant shall coordinate and assist SJRA in utilizing Highlands Canal System InfoWorks ICM to verify the hydraulic modeling results prepared as part of Bypass Channel preliminary engineering. Consultant shall calibrate the model and develop an existing baseline for design. The consultant shall attend up to four meetings with SJRA to review flow scenarios, model results, and care of water plans. Consultant shall also summarize model updates, alternatives, and recommendations in the Technical Memorandum. Model shall be used to perform the following:

- a. Evaluate proposed size, hydraulic capacity and design of Structure 2 to meet demand and redundancy.
- b. In conjunction with bypass levee simulate four design flow scenarios
- c. Evaluate construction care of water and bypass options for up to two scenarios.
- d. In conjunction with Bypass channel design verify canal flow capacity and levee freeboard requirements during construction, normal operation, and maintenance, and for future demands.

Deliverables:

Due Dates:

- a) *Final Calibrated InfoWorks model*
- b) *Technical Memorandum support*
- c) *InfoWorks design conditions model*

- June 30, 2025*
- January 16, 2026*
- November 11, 2025*

3. Geotechnical Investigation

3.1 Consultant shall obtain field and lab data and incorporate findings from previous borings to prepare a geotechnical report documenting findings and recommendations for the replacement of structure 2. Geotechnical data shall be sufficient to adequately perform the replacement of Structure 2 final design as well as a settlement analysis for intake and discharge structures. A total of 2 borings will be taken within the replacement of Structure 2 area (B-1 & B-2). Consultant shall Provide recommendation for new structure including foundation design, lateral earth pressure, and subgrade preparation if settlement exceeds the recommendations by geotechnical engineer. Consultant shall also provide groundwater control recommendations for proposed improvements. Report will be prepared utilizing SJRA standards.

- a) Submit via Procore® all geotechnical boring plans, reports, recommendations, and any other data to SJRA in electronic (.pdf) format per attached scope of work.

Deliverables:

Due Dates:

- a) *Draft geotechnical report*
- b) *Final geotechnical report*

- 12 weeks following NTP*
- 2 weeks after receipt of SJRA review comments*

4. Environmental Services

4.1 Consultant will participate in project kick off meeting and initiate discussion and coordination with the USACE to discuss Highlands Reservoir and proposed Structure 2 replacement. On an as needed basis and after approval from SJRA the Consultant will provide services related to the Wetland and OHWM delineation of the project area. The work will be performed by a qualified biologist to apply USACE methods and procedures to identify and delineate wetlands and ordinary highwater mark . Consultant will prepare a report supporting any Nationwide permitting requirements for features that are deemed under the jurisdiction of USACE. Consultant will evaluate impacts of proposed structures on regulated areas, estimate fill material and recommend permit types if required. As needed and approved by the owner, Environmental sub-consultant will also prepare NPW Verification request, as ESA PhA as required by USACE. Permitting is not included as part of this scope. Consultant shall coordinate with TCEQ for impacts as result of the recommended design.

Deliverables:

Due Dates:

- a) *Wetland Delineation Report*
- b) *Field observation sheets, site photos,*

- Included with Technical Memorandum*
- Included with Technical Memorandum*

c) *NPW Verification Request, ESA PHA Memorandum*

Included as- needed with Technical

5. Structure 2 Structural Design

5.1 Consultant shall perform the design of Structure 2 in conjunction with the preparation of the 60%, 90% and 100% design submittal. The Consultant will prepare all necessary detail sheets, cross section, and plan and profile sheets to adequately construct the new structure configuration recommended in the Technical Memo. Design drawings conform to the SJRA Design Standards & Criteria Manual. Consultant will address all review comments from prior design submittals and return prior review comments when making the next required design submittals via a comment matrix by providing responses/answers to each item in the matrix directed to the structure 2 design. Consultant shall attend design and h&h workshops associated with hydraulic modeling and care of water for the design and construction of structure 2.

Deliverables:

Due Dates:

- a) *60% Submittal Package*
- b) *90% Submittal Package*
- c) *Final Submittal Package*

February 27, 2026
April 3, 2026
May 11, 2026

Scope of Work Summary Table

Task	Compensation Type	Original Fee	Amended Amount	Amendment No. 1 Delta
1101 – Structure 2 Design	Lump Sum	\$17,053.00	\$17,053.00	
1102 – Bypass Levee Improvements	Lump Sum	\$31,371.00	\$31,371.00	
1103 – Bypass Levee Improvements	Lump Sum	\$36,748.00	\$36,748.00	
1104 – Bypass Levee Improvements	Lump Sum	\$3,695.00	\$3,695.00	
1105 – Bypass Levee Improvements	Lump Sum	\$16,318.00	\$16,318.00	
1106 – Bypass Levee Improvements	Lump Sum	\$34,811.00	\$34,811.00	
1107 – Bypass Levee Improvements	Lump Sum	\$49,052.00	\$38,862.00	\$(10,190.00)
1108 – Bypass Levee Improvements	Lump Sum	\$5,632.00	\$5,632.00	
1109 – S2 Sub Consultants	Cost Plus Multiplier	\$109,902.00	\$109,902.00	
11010 – Bypass Levee Improvements Sub Consultants	Cost Plus Multiplier	\$178,918.00	\$140,968.00	\$(37,950.00)
	Total Compensation:	\$483,500.00	\$435,360.00	\$(48,140.00)

SURA		Project Fee Summary	
Bypass Levee Improvements			
1107 - Bypass Channel Levee Improvements		\$	49,052
Final Engineering Design - Original Version			
1110 - Sub Consultants - Bypass Channel Levee Improvements		\$	178,918
		\$	227,970
1107 - Bypass Channel Levee Improvements		\$	38,862
Final Engineering Design - <i>Reduced Version</i>			
1110 - Sub Consultants - Bypass Channel Levee Improvements		\$	140,968
		\$	179,830
Work Order No. 1 Amendment No. 1		\$	48,140
Detailed Cost Breakdown		\$	

Tasks	Labor										Expenses						Subconsultants					Total	
	Phase	Task	Basic or Special	Task Description	Lead Design Engineer	Sr. Project Manager	Assistant Project Manager	Design Engineer	Hydraulic Engineer	Senior Cad Technician	Cad Operator	Total Hours	Total Labor Effort	Permitting Fees	Miles	Total Expense Effort	Civil Corp	Half	Aviles	Gauge	Siantec		Total Sub Effort
e	f	h	i	3	4	5	6	4				26	\$ 4,176										\$ 4,176
												9	\$ 1,757										\$ 1,757
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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		SJRA S2 and Bypass Levee Improvements	826 days?	Mon 2/3/25	Sun 5/9/27	
2		Authorization/Notice to Proceed	0 days	Mon 2/3/25	Mon 2/3/25	
3		Task 1101: Project Management	232 days	Mon 2/3/25	Mon 9/22/25	2
4		QA/QC Plan	5 days	Mon 2/3/25	Fri 2/7/25	2
5		Project Schedule	5 days	Mon 2/3/25	Fri 2/7/25	2
6		Monthly Progress Reports	232 days	Mon 2/3/25	Mon 9/22/25	2
7		Monthly Meeting Minutes	232 days	Mon 2/3/25	Mon 9/22/25	2
8		Task 1102 - Preliminary Design	148 days?	Mon 2/3/25	Mon 6/30/25	
9		Hydraulic Evaluation/Kickoff Workshop	1 day?	Mon 2/3/25	Mon 2/3/25	2FS+5 days
10		Technical Memorandum	120 days	Tue 2/4/25	Tue 6/3/25	9
11		SJRA Review	10 days	Wed 6/4/25	Fri 6/13/25	10
12		Recommended Alternative Workshop	1 day	Mon 6/16/25	Mon 6/16/25	11FS+2 days
13		Final Technical Memorandum Submittal	14 days	Tue 6/17/25	Mon 6/30/25	12
14		Task 1103 - Support Services	70.5 days	Mon 2/10/25	Mon 4/21/25	
15		Task 1103 - Topographic Survey	25 days	Mon 2/10/25	Thu 3/6/25	
16		Draft Topographic Survey	10 days	Mon 2/10/25	Wed 2/19/25	2FS+7 days
17		Final Topographic Survey	15 days	Thu 2/20/25	Thu 3/6/25	16
18		Task 1103 - Geotechnical Engineering	60 days	Mon 2/10/25	Thu 4/10/25	
19		Draft Geotechnical Report	7.14 wks	Mon 2/10/25	Mon 3/31/25	2FS+7 days
20		Final Geotechnical Report	1.43 wks	Tue 4/1/25	Thu 4/10/25	19
21		Task 1103 - Environmental	60 days	Mon 2/10/25	Thu 4/10/25	
22		Draft Environmental Report	7.14 wks	Mon 2/10/25	Mon 3/31/25	2FS+7 days
23		Final Environmental Report	1.43 wks	Tue 4/1/25	Thu 4/10/25	22
24		Task 1103 - Hydraulic Modeling	70.5 days	Mon 2/10/25	Mon 4/21/25	
25		Draft H&H Report	60 days	Mon 2/10/25	Thu 4/10/25	2FS+7 days
26		Final H&H Report	1.5 wks	Fri 4/11/25	Mon 4/21/25	25
27		Task 1104 - Final Design	343 days	Tue 6/17/25	Mon 5/25/26	
28		60 % Submittal	256 days	Tue 6/17/25	Fri 2/27/26	12
29		SJRA Review	15 days	Mon 3/2/26	Mon 3/16/26	28FS+2 days
30		90% Submittal	18 days	Tue 3/17/26	Fri 4/3/26	29
31		SJRA Review	15 days	Sat 4/4/26	Sat 4/18/26	30
32		Final Submittal Package	23 days	Sun 4/19/26	Mon 5/11/26	31
33		Harris County Permitting	45 days	Sat 4/11/26	Mon 5/25/26	30
34		Task 1105 - Procurements Assistance	70 days	Sat 5/2/26	Fri 7/10/26	
35		Complete Bidding Documents	10 days	Sat 5/2/26	Mon 5/11/26	32FF
36		Proposal Advertisement	40 days	Tue 5/12/26	Sat 6/20/26	
37		Advertising	30 days	Tue 5/12/26	Wed 6/10/26	35
38		Receive/Evaluate Proposals	10 days	Thu 6/11/26	Sat 6/20/26	37
39		Review Proposals/Prepare Board Documents	20 days	Sun 6/21/26	Fri 7/10/26	38
40		Conformed Documents	20 days	Sun 6/21/26	Fri 7/10/26	38
41		Construction Contract Approved by Board	1 day	Thu 7/23/26	Thu 7/23/26	40
42		Task 1106: Construction	290 days	Fri 7/24/26	Sun 5/9/27	
43		Issued For Construction Plans	15 days	Fri 7/24/26	Fri 8/7/26	41
44		Project Construction	275 days	Sat 8/8/26	Sun 5/9/27	43

Date: Wed 2/11/26

Structure 2 and South Canal Bypass Levee Improvements

Task: Project Summary

Split: Inactive Task

Milestone: Inactive Milestone

Summary: Inactive Summary

Manual Task: Manual Task

Duration-only: Duration-only

Manual Summary Rollup: Manual Summary Rollup

Manual Summary: Manual Summary

Start-only: Start-only

Finish-only: Finish-only

External Tasks: External Tasks

External Milestone: External Milestone

Deadline: Deadline

Progress: Progress

Manual Progress: Manual Progress

Item No.	Agenda Item	Date
6.5	Consider authorizing the General Manager to execute Amendment No. 1 to Work Order No. 2 with Halff Associates, Inc., for final design of Elevated Storage Tank No. 6 for the Woodlands Division.	02/26/2026

BACKGROUND INFORMATION

Firm Name: Halff Associates, Inc.

Project: Elevated Storage Tank No. 6

Type of Agreement: Professional Services Agreement
(Contract No. 23-0030-A WO 2)

Project Description/Justification:
Final Design is ongoing for a proposed elevated storage tank (EST) at a site owned by SJRA in northwest Woodlands, at the intersection of Egypt Lane and Research Forest. The proposed site will include a 1 MG composite elevated storage tank, a site for a future water well, a building for controls and a generator, associated on-site water and storm lines, and underground electrical. The elevated storage tank piping will connect to an existing SJRA 16-inch water line. An amendment is needed to accommodate permanent benchmarking for the project and will provide coordinate references for any future construction needed on the site of the EST. This amendment will not add to the project schedule as the survey subconsultant responsible for the permanent benchmarking will work on it in parallel to the continued final design of EST No. 6.

Amendment No. 1 Scope:
Amendment No. 1 to Work Order No. 2 adds the funds to the existing Task 1207 for SJRA Directed Services needed for the subconsultant to complete the work necessary for permanent benchmarking and site control. An additional \$1,409.37 is needed to account for the need for permanent benchmarking to establish site control for the EST No. 6 site as part of Work Order No. 2. This work will include a permanent benchmark, 2 temporary benchmarks, and 2 control points.

Key Deliverable(s):	Due Date(s):
90% Submittal	April 16, 2026
100% Submittal	July 16, 2026

Type of Compensation/Amount: Cost Plus Multiplier with Not-to-Exceed/\$1,409.37

Original Fee for Work Order No. 2:	\$496,931.00 (Board Approved June 26, 2025)
Amendment No. 1:	\$1,409.37 (Recommended Action)
Total Amount:	\$498,340.37

Construction Cost: \$9,884,000.00 (Est.)

Anticipated Completion Date: December 6, 2026

*See attached Exhibit 1 for additional information on prior work orders and amendments.

FUNDING SOURCE: R&R Fund

ATTACHMENTS: Exhibit 1, Map, Amendment No. 1 to Work Order No. 2, Level of Effort, Subconsultant Proposal

RECOMMENDED ACTION

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 2 in an amount not to exceed \$1,409.37 with Halff Associates, Inc., for final design of Elevated Storage Tank No. 6 for the Woodlands Division.

EXHIBIT 1

**Total Expenditures for Professional Engineering Services
for Elevated Storage Tank No. 6**

Professional Services Agreement/Work Order	General Manager Approval Date	Amount
<u>PSA 23-0030-A and Work Order No. 1</u> Provided for professional services agreement and preliminary engineering services for preliminary design services for Elevated Storage Tank No. 6 in The Woodlands.	December 14, 2023	\$397,440.23
<u>Work Order No. 2</u> Provided for final design and procurement phase services for Elevated Storage Tank No. 6 in The Woodlands.	June 26, 2025	\$496,931.00
<u>Amendment No. 1</u> This amendment adds funds to Task 1207 to allow for permanent benchmarking for site control based upon SJRA standards during final design.	For Consideration	\$1,409.37
TOTAL AMOUNT FOR PREVIOUS WORK ORDERS		\$895,780.60



**San Jacinto River Authority
Elevated Storage Tank No. 6 Final Design and Procurement Phase
Work Order No. 2 Amendment 1**

This Amendment revises Work Order 2 to amend Scope of Work and add funds to Task 1207 to provide permanent benchmarking survey services to the Final Design of Elevated Storage Tank No. 6.

This Work Order Amendment is issued subject to and is governed by that certain Professional Services Agreement, Contract No. 23-0030-A, between SJRA and CONSULTANT effective December 14, 2023.

Agreement Date: December 14, 2023

Work Order Date: June 26, 2025

Amendment No. 1 Date: February 26, 2026

CONSULTANT: Halff Associates, Inc.

Type of Compensation: Lump Sum and Cost Plus Multiplier

- Tasks 1201, 1202, and 1203 – Lump Sum
- Tasks 1204, 1205, 1206, and 1207 – Cost Plus Multiplier

Amendment Compensation (Task 1207): \$1,409.37 Completion Date: December 6, 2026

Total Work Order Compensation: \$498,340.37

Description: Professional Engineering Services for final design and procurement assistance for Elevated Storage Tank No. 6.

Agreed to by:

SJRA

By: _____

Name: Aubrey Spear, P.E.

Title: General Manager

and

Halff Associates, Inc.

By: _____

Name: Andrew Ickert, P.E.

Title: Senior Vice President

**San Jacinto River Authority
Elevated Storage Tank No. 6 Final Design and Procurement Phase
Work Order No. 2 Amendment 1**

**SCOPE OF WORK (Modified Scope in *Bold Italics*)*
*Only Tasks with Modifications Shown**

General

The following scope of work is for the Engineering Consultant (Consultant) to perform project management, final design, and procurement phase services for the construction of the proposed Elevated Storage Tank (EST) No. 6 and associated site and offsite (access driveway, water line connection, communications fiber connection, grading, and drainage culvert) improvements. The EST will be 1 MG of storage and of the composite construction type. The EST will be constructed upon the SJRA's existing 1.9-acre property at the southeast corner of the intersection of Research Forest Drive and Egypt Lane in The Woodlands. The design will be in accordance with the approved Preliminary Engineering Report for Elevated Storage Tank No. 6 associated with Work Order No. 1 for Preliminary Design. Other project features include an access driveway and parking area, detention area, connectivity to the existing 16-inch water main, electrical/SCADA/instrumentation/controls, emergency generator, fencing, and security improvements. The design will be provided to accommodate (but not build) future improvements such as a control building, larger generator and water well.

The project also includes assistance with procurement of permitting, and assistance with coordination with agencies as requested by the SJRA.

**Task 1207 – SJRA Directed Services
WDPR0144.1002.2N002.3995**

- ~~1. Due to the nature of work for this project, a budget for miscellaneous services is allocated during design of this project. This task includes additional services that may be authorized by SJRA in support of Tasks 1201 through 1206. Additional services will be authorized on an as needed basis by SJRA staff, and may include meetings in addition to those indicated in Tasks 1201 through 1206, any TCEQ requests for design criteria, drawings, and responses to RFIs after the TCEQ Transmittal Letter has been submitted, design revisions to “frozen” decisions, and other efforts not included in Tasks 1201 through 1206, up to but not exceeding the budgeted effort without contract amendment.~~
- 2. *This task will include establishing site control and control map by setting a minimum of (2) control points and (2) temporary benchmarks on the existing site for proposed SJRA Elevated Storage Tank No.6. This task will also include 1 permanent benchmark to SJRA standards based upon previous benchmark establishment, an updated map showing new benchmarked location, updated overall map and new data sheet for proposed benchmark.***

**San Jacinto River Authority
Elevated Storage Tank No. 6 Final Design and Procurement Phase
Work Order No. 2 Amendment 1**

Elevated Storage Tank No. 6 Final Design and Procurement Phase Cost Breakdown

Description	Lump Sum	Cost Plus	Total NTE*	Amendment No. 1 Delta
Task 1201 – Project Management	\$27,158.41		\$27,158.41	
Task 1202 – Final Design	\$340,331.22		\$340,331.22	
Task 1203 – Final Geotechnical Investigation	\$39,495.55		\$39,495.55	
Task 1204 – Permitting		\$21,198.48	\$21,198.48	
Task 1205 – SUE and Survey		\$44,869.53	\$44,869.53	
Task 1206 – Procurement Assistance		\$13,877.47	\$13,877.47	
Task 1207 – SJRA Directed Services		<i>\$11,409.37</i>	<i>\$11,409.37</i>	<i>\$1,409.37</i>
Total Compensation:	\$406,985.18	\$91,354.85	\$498,340.37	\$1,409.37

*Not to Exceed Amount

Project Phases and Tasks	ESTIMATED MAN-HOURS										TOTALS	
	Principal in Charge	Project Manager	Sr. Civil Engineer - EST	Civil EIT & CADD - EST	Sr. Civil Engineer - Site Development	Civil Engineers - Site Development	Civil EITs & CADD - Site Development	Sr. Struct. Engineer	Structural Engineer	Subconsultant Cost	Subconsultant 10% Markup	Fee Subtotal
Raw Labor Rate	\$117.52	\$111.72	\$70.91	\$46.74	\$86.81	\$68.15	\$49.42	\$76.21	\$62.42			
Billing Rate (3.25 Multiplier)	\$381.94	\$363.09	\$230.46	\$151.91	\$282.13	\$221.49	\$160.62	\$247.68	\$202.87			
Subtotal Task 1204	0	24	9	6	14	12	18	0	0	\$	\$	\$21,198.48
Task 1205 - SUE and Survey - CPM												
1. SUE												
Half:			1.0	4.0								\$ 838.08
LandTech's Sub RODS										\$	\$	\$ 25,234.56
2. Survey for SUE - Sub LandTech										\$	\$	\$ 11,203.60
3. Utility Easements (up to 2)												\$ -
Half:			1.0	4.0								\$ 838.08
Sub LandTech										\$	\$	\$ 6,755.21
Subtotal Task 1205	0	0	2	8	0	0	0	0	0	\$39,266.70	\$3,926.67	\$44,869.53
Task 1206 - Procurement Assistance - CPM												
1a. Issued for Procurement Set												\$ -
1b. Pre-proposal Conference	2.0	4										\$ -
Half:												\$ 2,216.24
Sub Kalluri:										\$	\$	\$ 1,122.00
1c. Responses to Questions												\$ -
Half:		2	4		2	2						\$ 2,655.25
Sub Kalluri:										\$	\$	\$ 2,310.00
1d. Prepare Addenda												\$ -
Half:		1	4									\$ 1,284.92
Sub Kalluri:										\$	\$	\$ 1,122.00
1e. SJRA Advertisement												\$ -
2. Prepare and Provide Conformed/Issued for Construction Documents												\$ -
Half:		2	4	10								\$ 3,167.06
Subtotal Task 1206	2	9	12	10	2	2	0	0	0	\$4,140.00	\$414.00	\$13,877.47
Task 1207 - SJRA Directed Services - CPM												
1. Additional Services as Directed - Permanent Benchmarking												\$ -
Half:												\$ 11,409.37
Sub Kalluri:										\$	\$	\$ 11,409.37
Subtotal Task 1207	0	0	0	0	0	0	0	0	0	\$	\$	\$11,409.37
BASIC SERVICES TOTAL	8	225	247	429	66	118	178	54	138	\$	\$	\$486,930.66
SJRA Directed Services TOTAL	0	0	0	0	0	0	0	0	0	\$	\$	\$11,409.37

12 January 2026

Mr. Ronald King, PE
Halff and Associates
3701 Kirby Drive, Suite 1290
Houston, TX 77098

RE: Proposal to Provide Professional Surveying Services – San Jacinto River Authority
Future Site for Proposed Elevated Storage Tank No. 6, W.O. No. 2 – The Woodlands, Texas

Dear Mr. King:

It is my pleasure to submit this proposal to provide professional surveying services for the above-mentioned project. Based on the information requested in email received on 12 January 2026, Landtech has revised our previous proposal for Site Control to include setting a Permanent Benchmark on or near the site for future use. Details are as follows for the revised Proposal:

1. Recover and verify previous project control – Landtech will recover and verify the existing previous project control. We will establish new control on site tied into the previous SJRA Control Monumentation. Said site control will include Two Horizontal Control Points as well as Two Temporary Benchmarks. A survey Control Map of this control will be provided to indicate location and coordinate values and elevation of the horizontal and vertical control.
2. Establish (one) permanent Benchmark at or very near the SJRA Proposed EST No. 6 – Landtech will establish One New Permanent Benchmark to specifications previously provided to SJRA by Landtech, Inc. from a previous work authorization to set control monumentation. This will include building a secure Permanent Benchmark topped with a SJRA 3-inch Brass SJRA Monument that matches what was used previously. Digital leveling and a least squares adjustment will be used to establish the elevation of the Benchmark from existing SJRA monumentation. Landtech will incorporate the use of Static GPS observations with multiple observations with separation time as well as ties to SJRA BM no. 30, 30A and BM 5 (with separation time) to establish the Horizontal coordinates for the permanent Benchmark. We will also include this Monument in the above Survey Control Map deliverable.

-In addition, we will establish a new SJRA data sheet for this permanent Benchmark, Update the closest map provided previously to show the location and the new BM Number (number to be provided by SJRA). The brass disk atop this monument will be stamped with the new number.

Deliverables:

PDF file of the Survey Control map for the Site Specific Control in item no. 1 above. PDF deliverable of the new SJRA Monument/Benchmark Data Sheet and a revised map indicating the new monument location, and a revised overall map indicating the new monument location per No. 2 above.

The Fee for the above-described services will be based on charges for Time & Materials as follows:

TOTAL FEE ALL TASKS

\$ 10,372.15

Please see the fee spreadsheet attached as Exhibit for a breakdown by labor category.

Thank you for the opportunity to submit this proposal. We look forward to working with you.

Sincerely,

Landtech, Inc.

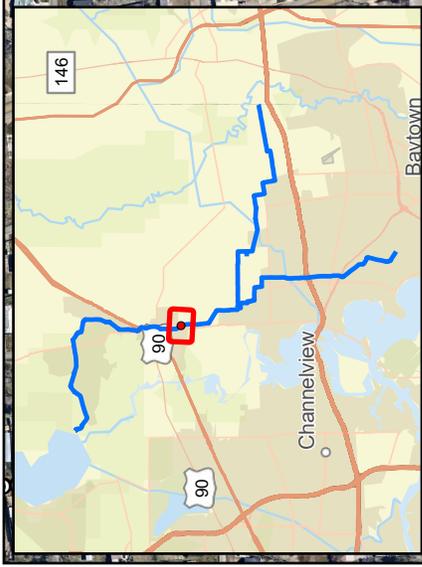
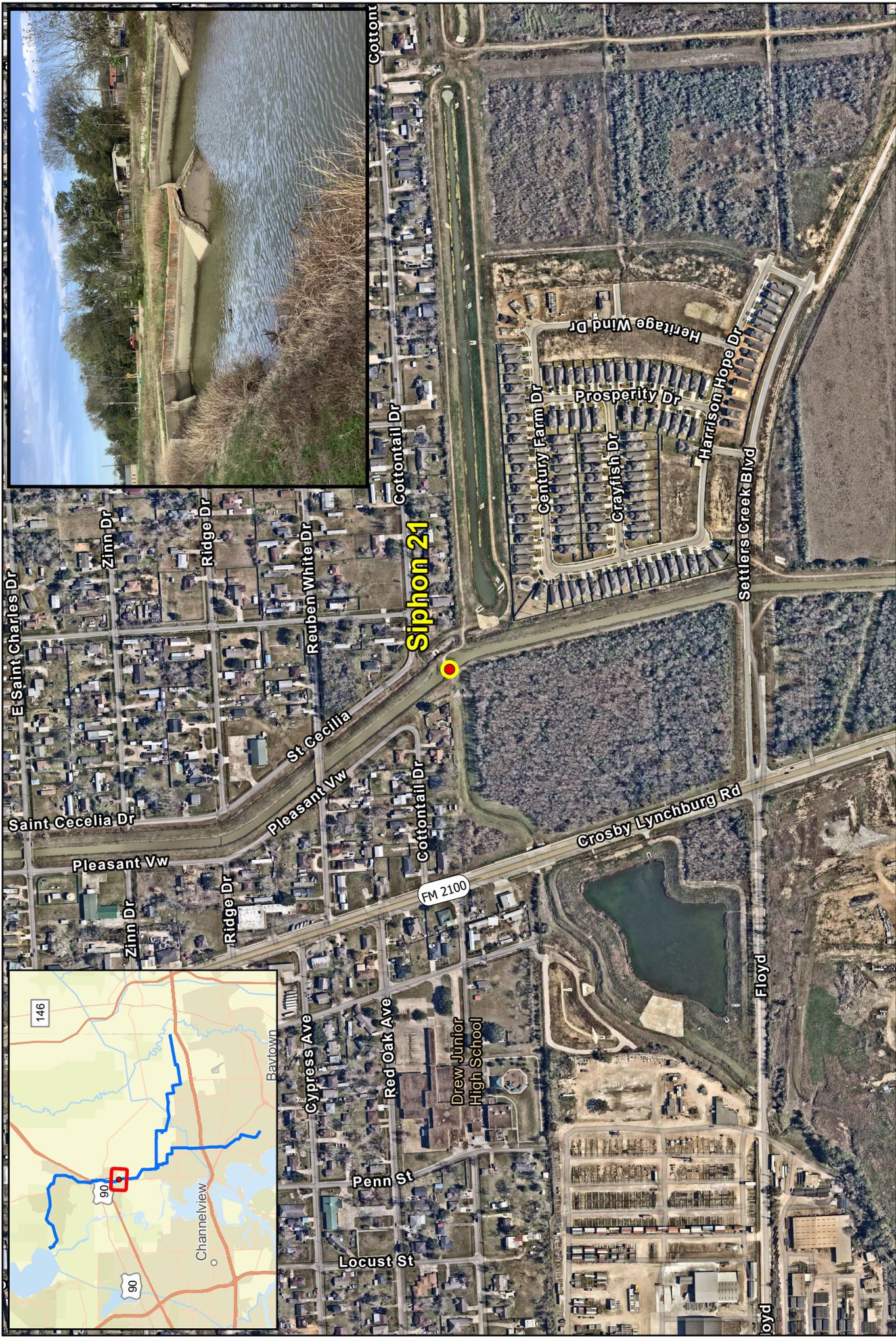


Jacob "Jake" Lupher, R.P.L.S.
Survey Project Manager

Attachments: Exhibit 1 – Fee Estimate Spreadsheet

Work Order No. 2 SJRA Storage Tank CONTROL Proposal 2026-01-12.xlsx

Item No.	Agenda Item	Date						
7.1	Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with BGE, Inc., for preliminary engineering of Siphon 21 Improvements for the Highlands Division.	02/26/2026						
BACKGROUND INFORMATION								
<p>Firm Name: BGE, Inc.</p> <p>Project: Siphon 21 Improvements</p> <p>Type of Agreement: Professional Services Agreement (Contract No. 25-0047)</p> <p>Project Description/Justification: Siphon 21 is located on SJRA’s Main Canal near Barrett Station and diverts raw water below a Harris County Flood Control District ditch. The siphon was originally constructed in 1943 with headwalls, wingwalls, and dual 48” siphon pipes. In 1979, a 60” bypass siphon with additional headwalls and wingwalls was installed to increase redundancy of the structure. Structural concrete concerns have been identified, which increases risk and the likelihood of failure of Siphon 21. The Siphon 21 Improvements Project will include the removal or abandonment of the existing siphon pipes and removal of the existing concrete. This existing structure will be replaced with new dual siphons, headwalls, wingwalls, staff gauges, stop log slots, and manual control gates. Additional items that will be considered during preliminary design are the evaluation of an additional site access route and potential solutions to help mitigate trash accumulation at the structure. Replacement of Siphon 21 is critical due to the location of the Highlands canal system, age, and current structural condition. The improvements will increase structural reliability and upgrade site access for future maintenance and operations.</p> <p>Work Order Scope: Work Order 1 for the Siphon 21 Improvements project will consist of preliminary engineering design of the siphon structure and appurtenances, survey, geotechnical borings, an environmental evaluation, and any needed subsurface utility engineering and utility coordination for the proposed project.</p> <table data-bbox="115 1276 1500 1396"> <tr> <td>Key Deliverable(s):</td> <td>Due Date(s):</td> </tr> <tr> <td>Draft Preliminary Engineering Report</td> <td>September 28, 2026</td> </tr> <tr> <td>Final Preliminary Engineering Report</td> <td>October 29, 2026</td> </tr> </table> <p>Type of Compensation/Amount: Lump Sum/\$275,930.25 Cost Plus Multiplier/\$15,159.75</p> <p>Total Amount: \$291,090.00</p> <p>Construction Cost: \$3,421,000.00 (Est.)</p> <p>Anticipated Completion Date: October 29, 2026</p>			Key Deliverable(s):	Due Date(s):	Draft Preliminary Engineering Report	September 28, 2026	Final Preliminary Engineering Report	October 29, 2026
Key Deliverable(s):	Due Date(s):							
Draft Preliminary Engineering Report	September 28, 2026							
Final Preliminary Engineering Report	October 29, 2026							
FUNDING SOURCE: R&R Fund								
ATTACHMENTS: Map, Professional Services Agreement and Work Order No. 1, Scope, Level of Effort, Schedule								
RECOMMENDED ACTION								
Authorize the General Manager to execute a Professional Services Agreement and Work Order No. 1 in an amount not to exceed \$291,090.00 with BGE, Inc., for preliminary engineering of Siphon 21 Improvements for the Highlands Division.								





**Procurement Department
1577 Dam Site Road
Conroe, Texas 77304**

**STANDARD FORM OF AGREEMENT
PROFESSIONAL SERVICES**

Contract # 25-0047

Siphon 21 Improvements Project

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

GRP DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1662
(F) 936.588.7182

HIGHLANDS DIVISION
P.O. Box 861
Highlands, Texas 77562
(T) 281.843.3300
(F) 281.426.2877

LAKE CONROE DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1111
(F) 936.588.1114

WOODLANDS DIVISION
2436 Sawdust Road
The Woodlands, Texas 77380
(T) 281.367.9511
(F) 281.362.4385

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 25-0047**

This Professional Services Agreement (the "Agreement") is made and entered into effective as of the 26th day of February, 2026, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, ("SJRA") with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304,

and

BGE, Inc., a corporation organized under the laws of the State of Texas, ("CONSULTANT") with principal offices located at 10777 Westheimer Road, Suite 400, Houston, Texas 77042.

SJRA and CONSULTANT are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the "Services") related to Siphon 21 Improvements as are requested from time to time by SJRA, which Services shall be set forth more particularly in separate work orders, the form of which is attached hereto as **Attachment B**, and which may be issued from time to time by SJRA and accepted by CONSULTANT (each, a "Work Order"). Each Work Order shall constitute a separate and independent agreement between CONSULTANT and SJRA, and collectively each Work Order together with this Agreement and its Attachments may be referred to herein as the "Contract Documents".

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. **IN ACCEPTANCE WITH PARAGRAPH 4.1, TIME IS OF THE ESSENCE TO THIS AGREEMENT AND ALL WORK ORDERS.** Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to SJRA and countersigned by SJRA. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by SJRA and CONSULTANT.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be effective from the date first set forth above and shall continue without action by either Party through completion of the Services for all approved Work Order(s) unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and SJRA shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and the applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with backup documentation required by SJRA and releases and waivers in forms acceptable to SJRA, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within forty-five (45) days after receipt of such complete invoice and backup documentation. SJRA shall notify CONSULTANT in writing of a disputed amount in an invoice within twenty-one (21) days of receipt. Such notice shall include a detailed statement of the amount of the invoice which is disputed.

3.3 SJRA shall have the right but not the obligation to withhold or nullify all or part of any payment requested in any invoice to such extent as may be necessary, but in no event greater than 110% of the disputed amount, on account of:

(a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of its property or portion thereof or improvements thereon provided that CONSULTANT fails to provide SJRA with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);

(c) uninsured damage to any INDEMNITEE (hereinafter defined) which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred. When the above reasons for withholding payment are remedied or no longer exist, CONSULTANT shall resubmit an invoice for the withheld amounts. Payment will be made within thirty (30) calendar days of receipt by SJRA of an approved invoice, subject to Paragraph 3.4 below.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, **CONSULTANT SHALL DEFEND AND INDEMNIFY SJRA FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST SJRA, ITS PROJECT OR PROPERTY OR CONSULTANT.**

3.5 Non-Appropriation: All funds for payment by SJRA under this Agreement are subject to the availability of an annual appropriation for this purpose by SJRA. In the event of non-appropriation of funds by the Board of Directors of SJRA for the services provided under the Agreement, SJRA will terminate the Agreement, without termination charge or other liability,

on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and SJRA shall not be obligated under this Agreement beyond the Non-Appropriation Date.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 CONSULTANT shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep SJRA apprised of the status of Services, coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that the Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 As between SJRA and CONSULTANT, the CONSULTANT shall be solely responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, CONSULTANT shall notify SJRA if it observes violations of safety regulations or ordinances or quality of work deficiencies by SJRA's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, any such estimate shall be developed in accordance with CONSULTANT's Standard of Care, but it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 CONSULTANT hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes, and CONSULTANT shall deliver to SJRA signed and notarized verifications prior to commencement of any Services:

(a) With respect to providing Services hereunder, CONSULTANT shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, CONSULTANT shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONSULTANT certifies that there are no Conflicts of Interest, CONSULTANT shall indicate so by writing name of CONSULTANT's firm and "No Conflicts" on the TEC Form CIQ.

(c) If CONSULTANT is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONSULTANT shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONSULTANT agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONSULTANT has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that CONSULTANT, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this Paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this Agreement, neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, CONSULTANT hereby verifies that CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this Paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) (g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, CONSULTANT hereby verifies that CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this

Agreement. The term “discriminate against a firearm entity or trade association” in this Paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

(h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to CONSULTANT direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, CONSULTANT verifies that neither CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” in this Paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term “critical infrastructure” in this Paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product (as defined herein) to be suitable for reuse on any other project or for any other purpose(s). If SJRA reuses any Work Product without CONSULTANT’s specific written verification or adaptation, such reuse will be at the risk of SJRA, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA’s audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA’s property upon creation (collectively, “Work Product”); provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers

("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees to and does hereby assign, grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this Paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of (i) SJRA's request, (ii) completion of Services in connection with which Work Product was created, or (iii) termination of this Agreement. CONSULTANT is entitled to retain copies of Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;

- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA's prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care or the Contract Documents, SJRA, in its sole discretion, may: (1) direct CONSULTANT to re-perform and CONSULTANT shall re-perform such Services at its own expense, and as expediently or in the manner required for SJRA's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and CONSULTANT agrees to pay SJRA's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by SJRA as a result of such default. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA's enforcement

thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and assistance.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS SJRA AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (EACH AN “INDEMNITEE” AND COLLECTIVELY, THE “INDEMNITEES”), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS’ FEES, ATTORNEYS’ FEES AND TO THE EXTENT ALLOWED BY LAW, EXPERTS’ FEES) (COLLECTIVELY, “LOSSES”), INCLUDING WITHOUT LIMITATION THOSE BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY ONE OR MORE OF THE INDEMNITEES AND THOSE ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT’S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO THE PORTION (IF ANY) OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 1(f) OF ATTACHMENT C, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, OR THE INDEMNITEES’ ATTORNEYS’ FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN PARAGRAPH 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN PARAGRAPH 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS’ FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT’S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (EXCLUDING FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY), EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY BOARD MEMBER, OFFICER, EMPLOYEE, OR AGENT OF SJRA.

ARTICLE 11 – INSURANCE

11.1 CONSULTANT shall obtain and maintain insurance as provided in **Attachment C**, attached hereto and incorporated herein.

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided SJRA has pre-approved such costs. CONSULTANT shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice SJRA for all Services performed by CONSULTANT prior to the date of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by SJRA of such invoice and all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by SJRA under any Work Order with SJRA, SJRA shall have the right, subject to Paragraph 3.3, to offset and apply any amounts which might be owed to SJRA by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by SJRA under any Work Order. In the event any Work Order is terminated by SJRA, CONSULTANT shall promptly deliver to SJRA all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. “Force Majeure” shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide written notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after CONSULTANT first becomes aware or should have become aware through performance in accordance with the standard of care, that the event of Force Majeure will affect the performance of Services. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 SJRA and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify SJRA in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services it will perform. SJRA shall have the right within twenty-one (21) calendar days of such written notice to disallow CONSULTANT’s employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONSULTANT or any subcontractor, supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, shall be remedied by CONSULTANT (except to the extent of damage or loss attributable to errors or omissions in the drawings or specifications (unless CONSULTANT had knowledge of the error or omission or using reasonable care should have known of the error and CONSULTANT failed to report same), or to the acts or omissions of SJRA or anyone employed by SJRA, or anyone for whose acts any of them may be liable other than CONSULTANT or its agent, or employee, or subcontractors of any tier).

ARTICLE 15 – SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

15.2 Failure by SJRA in any instance to insist upon observance or performance by CONSULTANT of any term, condition or obligation of this Agreement shall not be deemed a waiver by SJRA of any such observance or performance. No waiver by SJRA of any term, condition, obligation or breach of this Agreement will be binding upon SJRA unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by SJRA to CONSULTANT with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Montgomery County, Texas.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall

be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Paragraph 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event SJRA and any other consultant and/or any contractor are involved in a dispute in connection with a project for which CONSULTANT has provided Services, and SJRA, in its sole discretion, determines that CONSULTANT's participation in any dispute resolution meeting or mediation proceeding between SJRA and any such consultant and/or contractor is necessary to the resolution of such dispute, CONSULTANT agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If CONSULTANT brings any claim against SJRA and CONSULTANT does not prevail with respect to such claim, CONSULTANT shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

ARTICLE 20 – ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply.

ARTICLE 21 – CONFIDENTIALITY

21.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which CONSULTANT or its subconsultants are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

BGE, Inc.

By: _____

Name: Todd Calvin, P.E.

Title: Principal

Date: _____

ATTEST:

SJRA:

San Jacinto River Authority

By: _____

Aubrey A. Spear, P.E.

General Manager

Date: _____

ATTEST:

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Standard equipment, communications, technology, or similar hourly expenses that are typically part of CONSULTANT's hourly rates may be included in the Raw Salary Cost for salaried employees and hourly personnel, if approved by SJRA. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.25 for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices

2.86 for professional and non-professional staff working in the field during construction or at SJRA offices for a minimum period of six (6) consecutive months

2.75 for construction inspectors working in the field

(b) EXPENSES

"Billable Expenses" include all costs and expenses directly attributable to performance of the Services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside Harris and Montgomery Counties; and copies of all deliverables submitted to SJRA. All local vehicle use outside Harris and Montgomery Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

SJRA will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. SJRA may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times

the appropriate multiplier specified in Paragraph A.1(a) above. CONSULTANT will submit and SJRA will pay monthly invoices based on the mutually agreed upon percentage of the Services completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Professional Services Agreement, Contract No. 25-0047, between the SJRA and CONSULTANT effective February 26, 2026.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: _____

Location of Services: (County) _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

BGE, Inc.

By: _____

Name: Todd Calvin, P.E.

Title: Principal

ATTACHMENT C
SJRA'S INSURANCE REQUIREMENTS OF CONSULTANT

1. General Requirements. CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA and with forms of policies acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Attachment C. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms "subconsultant" and "subcontractor" for the purposes of this Attachment C shall include subconsultants and subcontractors of any tier.

(a) Kinds of Claims

- (1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT's indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) Policies and Minimum Limits of Liability

PLEASE NOTE: These requirements should provide general guidance only, additional requirements based on project specifics of the contract may be required. Contract amounts over limits will require excess coverage to cover the difference. Combined single limits and excess coverage must equal the Contract Amount (CA).							
Risk Level TIER 2	Coverage	Contract Amount					
		<=\$25k	>\$25k- \$75k	>\$75k- \$1M	>=\$1M- \$2M	>\$2M	
Professional Services <u>Services:</u> Architect, Engineer, Surveyor, Professional Non-AES excluding legal services. <u>Contract Type:</u> > Master Professional Services Agreement (MPSA)(AES)- Across all divisions/3 years > Professional Services Agreement (PSA)(AES)-project specific, multiple phases would be new work orders. > Consulting Agreement (Non- AES) > Engagement Letter	Commercial General Liability (CGL) (Premises/Completed Operations)	Each Occurrence	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Fire Damage	\$100k	\$250k	\$1M	\$1.5M	= \$2M
		Personal & ADV injury	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Aggregate	\$600K	\$750k	\$2M	\$3M	= \$4M
		Premises/Operations	\$300k	\$500k	\$1M	\$1.5M	= \$2M
	Products/ Completed Operations	\$300K	\$500k	\$1M	\$1.5M	= \$2M	
	Workers Compensation	Per occurrence bodily injury	\$500k	\$500k	\$500k	\$500k	\$500k
		Per Occurrence bodily injury by disease	\$500k	\$500k	\$500k	\$500k	\$500k
		Policy Limit for Bodily Injury Disease	\$500k	\$500k	\$500k	\$500k	\$500k
	Business Auto Liability Owned, Non-Owned, Hired, Injury and Property coverage for all	Bodily Injury	\$300k	\$500k	\$500k	\$1M	\$1M
Property Damage		\$300k	\$500k	\$500k	\$1M	\$1M	
Combined Single Limit		\$600k	\$1M	\$1M	\$2M	= \$2M	
Professional/EO Liability	Professional and Cyber required based on the scope of work	500k	\$1M	\$1M	\$2M	= \$2M	

*Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

- (c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Attachment C. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by SJRA to meet the financial obligations evidenced in the certificate of insurance.
- (d) All certificates shall be in a form reasonably acceptable to SJRA and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall, prior to such expiration, supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or

replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Attachment C. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to SJRA within thirty (30) days of the date on which total claims by any Party against insurance provided pursuant to this Attachment C reduce the aggregate amount of coverage below the amounts required by this Attachment C. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide SJRA with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

- (e) With respect to all policies required in this Attachment C, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Attachment C are being met, and such certificates shall be attached hereto as Attachment D. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.
- (f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.
- (g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.
- (h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by SJRA and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by SJRA.
- (i) If any policy required to be purchased pursuant to this Attachment C is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefor against any INDEMNITEE.
- (j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Section 1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates

for all such insurance to SJRA prior to any subconsultant's or subcontractor's performance of any Services.

- (k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Attachment C, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus a ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, **CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATIONS, COURT COSTS, COSTS OF DEFENSE, AND ATTORNEYS' FEES), THAT ANY INDEMNITEE MAY INCUR AS A RESULT OF CONSULTANT'S FAILURE TO OBTAIN OR CAUSE TO BE OBTAINED THE SPECIFIC ENDORSEMENTS OR INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT.** Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.
- (l) CONSULTANT's compliance with the provisions of this Attachment C shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Attachment C or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES shall not be limited in any way by any insurance required of CONSULTANT by this Agreement or otherwise provided or maintained by CONSULTANT. Any insurance obligations of CONSULTANT under this Agreement are independent from CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure or any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.
- (m) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

**ATTACHMENT D
CONSULTANT'S CERTIFICATE OF INSURANCE**

[ATTACHED HERETO].

**San Jacinto River Authority
Siphon 21 Improvements
Work Order No. 1**

This Work Order is issued subject to, is governed by, and incorporates by reference that certain Professional Services Agreement, Contract No. 25-0047, between the SJRA and CONSULTANT effective February 26, 2026.

Work Order Date: February 26, 2026

CONSULTANT: BGE, Inc.

Type of Compensation: Lump Sum and Cost-Plus Multiplier (Task 1104)

Compensation: \$291,090.00

Location of Services: Harris County, Texas

Description of Services: Professional engineering consulting services as required to prepare and provide Preliminary Engineering design for the Siphon 21 Improvements project for the Highlands Division.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: 2/27/2026

Completion of Services: 10/29/2026

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

BGE, Inc.
By:  _____

Name: Todd Calvin, P.E.

Title: Principal

**San Jacinto River Authority
Siphon 21 Improvements
Work Order No. 1**

SCOPE OF WORK

General

The following scope generally describes the efforts associated with preliminary engineering design services for improvements to the San Jacinto River Authority (SJRA) Siphon 21.

The project includes improvements to the existing Highlands Siphon 21 that crosses under existing Harris County Flood Control District (HCFCD) Channel Unit No. G103-05-00 on the SJRA Main Canal in Barrett, Texas. The existing siphon consists of dual 48-inch and a single 60-inch reinforced concrete siphon pipes with associated headwalls and wingwalls.

The siphon improvements may include the demolition and removal and/or abandonment of the existing siphon pipes, demolition of existing concrete structures, construction of new dual siphon pipes, construction of new headwall and wingwall structures, improvements to the levees upstream/downstream of the new intake/discharge structures, installation of staff gauges, stop logs/slots, trash management/removal, improvement of maintenance access to the siphon, and installation of manual vs automated water control gates to be evaluated during preliminary engineering. The improvements are required to address the age and structural integrity of the siphon and to enhance reliability, redundancy, and water flow efficiency, ensuring continued raw water supply and ability to accommodate future contract demand increases for municipal and industrial customers.

For this effort, BGE proposes to:

- Perform topographic surveys and cross sections along the canal 300-ft upstream and downstream of the Siphon 21 crossing and 300-ft along HCFCD Channel Unit No. G103-05-00, along the access easement adjoining the HCFCD to FM 2100 and the northeast quadrant at St Cecilia and Cottontail Dr.
- Provide a desktop review of potential wetlands, threatened and endangered species, and cultural resource review.
- Perform geotechnical analysis for construction recommendations, slope stability analysis, and erosion protection.
- Perform hydraulic simulations to identify siphon/canal conveyance capacities.
- Investigate, identify, and locate utilities within the project limits and provide initial coordination efforts with utility providers.
- Coordinate preliminary design with Harris County Public Engineering Department, the Harris County Flood Control District (HCFCD), TxDOT and Barrett.
- Prepare a Preliminary Engineering Report (PER) to identify existing conditions and evaluate the extent of siphon improvements necessary to repair, rebuild, and/or provide the necessary improvements to meet the long-term raw water demands of SJRA's customers.

Task 1101 – Project Management (BGE)

1. General: Provide for the management of the resources to meet the technical, financial, and schedule requirements of SJRA. This will include the overall management of the Project and the various specialized discipline teams responsible for the development of the Project and subconsultant management.

**San Jacinto River Authority
Siphon 21 Improvements
Work Order No. 1**

2. Baseline Schedule Development and Updates: Develop, manage, monitor, update, and coordinate (with SJRA staff) the baseline schedule throughout the life of the Project based on changes or necessary updates.
3. Project Status Reports: Provide written project status reports once per month throughout the duration of the Project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the Project, status of schedule for the Project, and identification of any technical or other issues which may have an impact to the overall Project budget and/or schedule. Project status reports will be provided to SJRA with each invoice.
4. Meetings: Schedule and participate in regular meetings/workshops (in person, by video conference, or by phone, as appropriate) with SJRA, BGE's subconsultants, third party consultants, and other stakeholders (as appropriate). BGE will disseminate pertinent Project information internally and externally, implement Quality Assurance (QA) and Quality Control (QC) measures, and submit deliverables as required per the attached Project schedule. All meeting agendas, workshop planning information and handouts, meeting notes, and other applicable information pertaining to each specific meeting or workshop will be developed and distributed by BGE. Meetings will consist of the following:
 - a. One initial kick-off meeting with SJRA to discuss Project expectations, schedule, and deliverables and confirm Project goals.
 - b. Field Investigation: Conduct up to two (2) 4-hour site visits during normal flow conditions to measure elevations at siphons/culverts for hydraulic model validation and to confirm existing conditions and record drawings to ensure conformance of design plans. Coordinate with SJRA staff to receive additional measurements (gate settings, Lake Houston PS flow, future flows, etc.) for hydraulic model validation. Includes topographic survey verification.
 - c. Monthly virtual Project update meetings with SJRA as well as appropriate team members to present detailed status updates of the Project's progress and budget and discuss any major issues identified.
 - d. Occasional virtual call meetings as needed to address specific issues and detailed project coordination.
 - e. PER comment review meeting to discuss SJRA's PER comments.
5. Quality Control and Quality Assurance (QA/QC): BGE will implement a Quality Control and Quality Assurance Plan and perform QA/QC activities according to the Plan as part of its work. A QA/QC Audit may be performed by SJRA. Audit date/time will be scheduled in advance of audit.
6. Document Control: BGE will assist in the planning, execution, filing, and retrieval of all Project documentation during the Project including applicable Project Management Information Systems (PMIS), i.e., Procore. BGE shall utilize this system as a management tool and repository of all data, reports, photographs, letters, memoranda, models, invoices, and other information as directed by SJRA.

**San Jacinto River Authority
Siphon 21 Improvements
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7. Invoicing: BGE shall submit invoices monthly by the 10th day of the month following the month being invoiced for. Invoices shall include a monthly progress/status report with a brief summary of Consultant's activities and deliverables completed within the month and activities planned for the next month. Invoices shall be submitted to ap@sjra.net and the SJRA project manager. Coordinate with the SJRA Project Manager to determine appropriate format and content for invoice submittals.

8. Agency Coordination, Local Permitting, Local Regulatory:
 - a. Coordinate with applicable agencies to facilitate an exchange of potential Project approval and permitting requirements, including but not limited to applicable Harris County Flood Control District (HCFCD), Harris County Precincts, Harris County Engineering Department (HCED), Barrett, and adjacent Municipal Utility Districts. The SJRA Project Manager will be copied on all agency coordination and invited to any coordination meetings.
 - b. Meetings: Conduct an initial meeting with each applicable agency to introduce the purpose of the Project and the extents of work.
 - c. Follow-Up Meetings: When necessary, conduct a total of one (1) follow-up meeting with each applicable agency, or as expressly agreed upon by the entity and SJRA, to ensure the Project approach is acceptable and all requirements related to planning, pre-design, design, and construction are ascertained and understood.
 - d. Construction Access Route Meetings: One initial meeting with each permitting authorities (Harris County Precinct 3, HCED, HCFCD, and TxDOT regarding traffic control, road closures, and access) with additional follow-up correspondence.

9. BGE shall notify assigned SJRA Project Manager in writing that Consultant and Sub-consultant has expended eighty percent (80%) of any single task in the currently approved SJRA Professional Services Agreement and/or Work Order amount within seven (7) calendar days of BGE reaching this expenditure milestone ("80% expenditure milestone"). Written notification shall be provided without regard to compensation type (i.e., lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement by BGE indicating whether remaining amount is adequate to complete current SJRA approved Professional Services Agreement and/or Work Order Scope of Work.

Deliverables:

1. Monthly Invoice and Status Reports:
 - a. *Monthly Status Reports, baseline schedule, and invoices shall be submitted electronically (pdf) to SJRA's Project Manager no later than the 10th day of every month to coincide with SJRA's invoicing requirements throughout the duration of the Work Order.*

2. Meeting Agendas, Handouts, and Minutes:

**San Jacinto River Authority
Siphon 21 Improvements
Work Order No. 1**

- a. *Proposed Agendas: Submit one (1) electronic copy (editable version) no less than three (3) calendar days prior to meeting. Consultant shall provide necessary number of hard copies at the meeting.*
- b. *Meeting Minutes: Submit one (1) electronic copy (editable version) of draft meeting minutes within three (3) calendar days of meeting. Receive SJRA comments on meeting minutes and submit one (1) electronic version (pdf) via Procore of final meeting minutes within three (3) calendar days of receipt of comments on the draft meeting minutes.*

Task 1102 – Preliminary Engineering Design (BGE)

1. Review SJRA-provided guide technical specifications and identify the specific sections that are applicable to the Work. Identify any additional technical specifications that are required to complete the Project, which will become property of SJRA as a guide technical specification. Additional technical specifications must conform to the formatting of standard SJRA technical specifications.
2. A list of standard that are expected on the project will be provided by BGE to SJRA for review. Project Specific details will be provided during final design.
3. Obtain and Review of Design Criteria, Design Parameters, and Available Data:

SJRA will provide BGE with applicable data for the Highlands Main Canal System (HMCS). The following deliverables from SJRA are assumed:

- a. Bid tabulations: Bid tabulations for recent Siphon/Structure and levee projects on the Highlands Canals will be provided to BGE.
 - b. Plans: SJRA will provide any record drawings pertaining to Siphon 21 and any other proposed or ongoing projects along the Main Canal near Siphon 21.
 - c. Reports: SJRA will provide any previously developed reports, including engineering, survey, geotechnical, and environmental.
 - d. Hydraulic Model: SJRA will provide the latest hydraulic model available for the existing system (InfoWorks ICM, version 2024.0.1).
 - e. Utility data including any drawings, crossing agreements, and letters of no objection.
 - f. Property Information including SJRA deeds, easements, and other recorded property agreements.
4. Develop a list of additional data needed to thoroughly understand existing conditions and other care of water strategies supplemented with costs.
 5. Coordinate with HCFCD to determine viability to open cut HCFCD channel/ replace culvert crossing or realignment of HCFCD culvert crossing with HCFCD.

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6. Hydraulic Model Updates: Update the Canal System InfoWorks ICM (version 2024.0.1) model using the survey provided for the project area. Updates will include changes to cross sections and elevations of the banks within the project limits.
 - a. Coordinate with SJRA to understand current and future capacity demands.
 - b. Model existing conditions calibrated based on site observations.
 - c. Model/Flow Simulations: Simulate the model for up to four (4) Model scenarios to include 1) Existing conditions, 2) Construction (care of water) conditions, 3) Design conditions (both new barrels), 4) Maintenance conditions (1 barrel in service) and 5) Review modeling results to support development of performance specification. All model simulations/scenarios will verify canal and siphon capacity and freeboard. Model scenarios will include two flow conditions; existing flow rate and future flow rate.
 - d. Model HCFCD G103-05-00 channel using HEC-RAS to evaluate existing and proposed conditions, to show no adverse impact to channel and culvert conveyance for the Atlas 14 2, 10- and 100-year storm events.
 - e. Deficiency Identification and Recommendations: Identify hydraulic capacity and deficiencies of existing levee and available freeboard for the flow conditions within project vicinity of 300 feet upstream and downstream of the siphon.
 - f. Workshop with SJRA to discuss results of hydraulic modeling and initial care of water plans (H&H Workshop).
7. Structural Evaluation: Develop preliminary drawings for the plan, elevation, and typical section of the two (2) proposed siphon layouts for presentation in the report and perform preliminary stability/settlement analysis for structures using Geotech information. Drawings will show conceptual siphon only and will not include construction details. Siphon systems will be analyzed for compliance to the allowable bearing capacity, buoyancy effects in the event the siphon is in a maintenance condition and therefore empty of water. The structural team will coordinate with the Geotechnical team for the bearing capacity, settlement, and global stability of the siphon and junction boxes/wing walls. Structural team will be available to consult with the rest of the team to evaluate alternate configurations or construction methodologies for the planned replacement of the existing siphon.
8. Transportation – Maintenance Access Evaluation: Evaluate site access for construction and long term maintenance/operations. Determine if additional acquisition is required and discuss traffic control for construction.
 - a. Evaluate two potential long-term access routes:
 - i. Access from FM 2100 (Crosby Lynchburg Rd) through SJRA’s existing easement
 - ii. Access from Cottontail Drive (east side of SJRA Main Channel)

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- b. Evaluation of access shall include the following considerations:
 - i. Geometrics of access
 - a. Available width of access roadway
 - b. Accommodation of maintenance vehicles and equipment
 - c. Physical constraints, encroachments, and existing conditions (topography) of access location
 - d. Safety
 - ii. Drainage impacts
 - iii. Utility investigation and initial coordination with utility companies to obtain existing utility information.
 - a. Perform Level C & D SUE only
 - iv. Environmental considerations
 - v. ROW and easement considerations
 - vi. Estimated construction cost of access

BGE will provide the following deliverables within the PER as part of this scope:

- a. 11" x 17" exhibit of each access alternative
 - b. Preliminary construction cost estimate
9. Schematic Design and Drawings: The schematic shall include preliminary grading of the adjacent levee modifications as well as a preliminary profile to determine utility relocations, if required. Easement boundaries and other physical boundaries will be identified along with any sensitive areas requiring permitting or special care.
- a. Siphon Alternates Including Layouts: Develop four (4) high level options, which include open cut, trenchless, and relocation of the HCFC box culvert layouts for dual siphons, which include site access options for construction and maintenance.
 - b. Pipe Material: Pipe material selection to be provided by SJRA.
 - c. Schematic Review / Alternate Selection Workshop: Review the four (4) high level alternate layouts for selection of two (2) for further development to be incorporated in the PER.
10. Preliminary Engineering Report: Develop a preliminary engineering report summarizing preliminary design field work (Tasks 1103, 1104, 1105 and 1106), changes to the hydraulic model, recommendations for improvements, and the final design recommendation scenario. BGE will provide two (2) preliminary schematics of proposed improvements. The schematics will include plan and profile views with known utilities.

**San Jacinto River Authority
Siphon 21 Improvements
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- a. Report: The draft report will be submitted for SJRA's Review. BGE will meet with SJRA to discuss their respective comments. BGE will finalize the report based on the meeting and the comments received and submit a Final Report and comment response log to SJRA.

- b. The following parameters will be considered in the report in addition to items 5, 7, 8,9 and 10 above:
 - i. Operations and Maintenance: Evaluate and discuss impacts of Operation and Maintenance (O&M) of the Highlands Main Canal System associated with the final improvements identified in the report. Provide options for improved maintenance access.
 - ii. Care of Water - Evaluate and discuss methods to provide adequate flow and water quality (sediment control) to SJRA's customers through the various phases of the project. Develop preliminary care of water layouts for constructability consideration.
 - iii. Sequencing and Schedule Analysis - Develop preliminary sequencing and schedule alternatives for the Project for evaluation and discussion.
 - iv. Traffic Control and Construction Access Route Evaluation - Evaluate and discuss the impacts of traffic control associated with the permitting, design, and construction phases of the Project. Evaluate potential access routes and detour routes based on coordination with HCED, Harris County Precinct 3, and TxDOT.
 - v. Utility Relocation - Discuss utility relocation options for each alternative if applicable. HCFCD canal relocation rerouting as described above.
 - vi. SCADA and Power Considerations - Coordinate with the SJRA staff on operational needs for a SCADA system for gate controls or level sensors. Investigate power needs and initial coordination for power service to the project site.
 - vii. Preliminary Opinion of Probable Cost - Develop an overall Opinion of Probable Construction Cost (OPCC) for the two (2) Siphon 21 proposed improvement options for comparisons.
 - viii. Constructability Considerations - Based on the scope of the project, evaluate the constructability. Special focus will be centered on accessibility, stakeholder expectations and demands, care of water, utility conflicts, temporary construction easements, and various other considerations.
 - ix. Environmental Considerations - Evaluate and discuss environmental constraints as determined in Task 1105.

Deliverables:

- a. Provide a Preliminary Engineering Report: Within 30 weeks of receiving the Notice to Proceed, submit the draft PER to SJRA. SJRA to provide comments within two (2) weeks of receiving the report. BGE will meet with SJRA to go over comments and discuss report. Submit the final report and comment response log within two (2) weeks of meeting with SJRA. BGE will provide a preliminary schematic (30% level design) of the siphon improvements in an Appendix of the PER 30 weeks from NTP

**San Jacinto River Authority
Siphon 21 Improvements
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- | | |
|--|---|
| <p>b. <u>Draft Preliminary Engineering Report</u>: Submit one (1) electronic copy (pdf) via Procore</p> <p>c. <u>Final Preliminary Engineering Report</u>: Submit one (1) electronic copy (pdf) via Procore</p> <p>d. <u>Hydraulic Model (Infoworks ICM)</u>: Within two (2) weeks of submitting final PER, submit final hydraulic model to SJRA in appropriate format ICM 2024.0.1 (v 26.1.12).</p> | <p>30 weeks from NTP</p> <p>2 weeks from meeting with SJRA</p> <p>2 weeks of submitting final PER</p> |
|--|---|

Task 1103 - Survey (BGE)

BGE proposes providing survey using:

1. Conventional survey to confirm ground control and to collect data on structures. These include one (1) crossing for the structure at Siphon 21. The Scope area limits are 300 feet upstream and downstream along the Main Canal channel 300 feet along HCFCF Channel Unit No. G103-05-00, the northeast quadrant at St Cecilia and Cottontail Dr, and along the access easement adjoining the HCFCF to FM 2100.
2. Survey to include, gates, edges of pavement, power poles, sag clearance of overhead lines, limits of canal easement, SJRA property, adjacent property boundaries/info, pipe flow lines, diameters, types, culverts/sizes/types, top of walls, top of slabs, SUE pothole data (elevation, type, size, coordinates) , utility appurtenances and all the HCFCF drainage infrastructure just to the east of the canal both inside and outside SJRA easement. Obtain ordinary high water mark in channel. Survey to provide water delineation limits, if possible, via staking.
3. Survey to be provided in .dwg civil 3D most recent version and should include surface for existing ground.
4. Survey team will coordinate with SUE and Geotechnical (Aviles) to locate utility marking and boreholes. BGE survey will provide an initial 811 call to have utilities flagged and will tie flags with initial survey efforts.

Survey services will generally include:

1. Locate existing drainage features and flowlines, such as headwalls and siphon pipes at the areas listed above, including the HCFCF channel/ culvert.
2. Locate existing control and set new control.
3. Provide canal cross-sections along the canal as needed at 50-ft cross sections (approximately 12 cross sections).
4. Locate fencing and above ground appurtenances within the SJRA easement.
5. Perform feature extraction for the purposes of creating an updated DTM, bank-to-bank, along channel limits described above.

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6. Process field collected data for field survey.
7. Perform quality control for survey requirements.

Assumptions:

1. The survey can be performed utilizing a combination of conventional and GPS (utilizing VRS (Virtual Reference Station) and RTK(Real-Time Kinematic) means).
2. BGE will address one round of client review comments or revisions on the survey. Subsequent revisions will be charged as Additional Services at our standard hourly rates.
3. SJRA will provide BGE with any previous survey, if available, of the Project area.

Deliverables:

- | | |
|--|------------------------------|
| <i>a. Submit via Procure surveyor's PDF and Civil 3D file(s) in .dwg format.
Native files to include surface created from surveyor's data.</i> | <i>12 weeks
from NTP</i> |
| <i>b. Provide all GIS data from the project in the format of either shapefiles (shp)
or Geodatabase (gdb). Projection to be NAD83 Texas Coordinate System,
South Central Zone FIPS 4204 (US feet). BGE will reference the GJS Spatial
Data Standards document (hard copy provided or located on the SJRA
Specification site in Procure) for further details.</i> | <i>12 weeks
from NTP</i> |

Task 1104 - Utility Coordination and SUE (BGE) – Cost Plus Multiplier Task

The purpose of this task is to perform utility research, identification, initial coordination, and sub-surface utility engineering services as summarized below:

1. Previous Reports and Analysis: Review previous research and identification efforts to develop an initial understanding of the utilities within the project limits. Coordinate and review with BGE-Survey team for the initial 811 call and flagging efforts to be performed by BGE-Survey.
2. Provide Quality Level D/C on all utilities.

Assumptions:

1. No Level A SUE provided.

Deliverables:

- | | |
|--|------------------------------|
| <i>a. Provide a utility base map in .dwg format for inclusion in the design cycle
that includes all utilities and their SUE Quality Level.</i> | <i>16 weeks
from NTP</i> |
|--|------------------------------|

Task 1105 - Environmental Evaluation (BGE)

**San Jacinto River Authority
Siphon 21 Improvements
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The purpose of this task is to perform a desktop evaluation and preliminary site assessment for Cultural Resources, Protected Species, and Water of the US including wetlands.

1. Desktop Evaluation and Preliminary Site Assessment: BGE will conduct desktop review (includes aerial photography as far back as publicly available, NWI, USGS, FEMA, NRCS, SSURGO, etc.) to assist in identifying any potential wetlands or other waters of the US. A preliminary site assessment will be performed to evaluate the presence or absence of waters of the U.S. (including wetlands) and available habitat that may support federally-listed species. Based on the project design, a documentation and permitting strategy will be developed focused on utilizing the Nationwide Permit Program.
2. Cultural Resources Desktop Review and THC Consultation: BGE will perform a desktop survey to assess compliance with the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act. This involves consulting the Texas Archeological Sites Atlas, historic maps, and other relevant data to identify any archeological and/or historic properties. The desktop review will include recommendations from a Registered Professional Archaeologist.

Assumptions:

1. No Environmental Phase I activities included.
2. No wetland delineation, OHWM determination, agency consultations, applications/ permits, or mitigation plans included.

Deliverables:

- | | |
|---|------------------------------|
| <p>a. <u>Preliminary Site Assessment Memorandum</u>
<i>Submit one (1) electronic copy (pdf) via Procure of the draft report 16 weeks from the Notice to Proceed, Final report will be submitted two weeks following receipt of comments from SJRA.</i></p> | <p>16 weeks
from NTP</p> |
| <p>a. <u>Cultural Resources Desktop Letter Report</u>
<i>Submit one (1) electronic copy (pdf) via Procure of the draft report 16 weeks from the Notice to Proceed. Final memorandum will be submitted one week following receipt of comments from SJRA.</i></p> | <p>16 weeks
from NTP</p> |

Task 1106 - Geotechnical Services (Aviles Engineering Corp)

The purpose of this task is to coordinate field and laboratory geotechnical investigations as required for design and recommended by the Geotechnical Engineer. BGE will contract with Aviles Engineering Corp to provide geotechnical recommendations as detailed in the attached proposal, summarized below:

1. Previous Reports and Analysis: Review previous geotechnical boring logs and analyses performed for this location.
2. Borings: Perform a minimum of two (2) 50-foot deep borings on the upstream and downstream of Siphon 21 crossing. The total drilling footage is 100 feet. If the number of borings required or if the average boring depth exceeds these values, additional compensation may be requested as a special service.

**San Jacinto River Authority
Siphon 21 Improvements
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3. Laboratory Testing: As required for project recommendations, which may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis and double hydrometer test, crumb tests, unconfined compression, and unconsolidated-undrained triaxial tests; consolidated undrained (CU) triaxial tests, consolidation tests, crumb tests, and double hydrometer tests depending on the soil types encountered.
4. Geotechnical Evaluation and Recommendations Report: Prepare an engineering report to describe the field and laboratory data developed, including (i) boring location plan and new boring log, and the existing boring logs; (ii) summary of subsurface soil conditions and groundwater levels encountered; (iii) sieve analysis/hydrometer test results with D50 for scouring analysis; (iv) dispersive characteristics of subsurface soils; and recommendations how to address the dispersive soils if encountered; (v) allowable bearing capacities, design soil parameters for lateral earth pressure for the siphon headwalls, and recommendations for backfill of headwalls; (vi) recommendations for installation of the siphon by trenchless and open cut methods; (vii) recommendations for improvements of weak foundation soils such as cement-stabilized sand replacement as needed; (viii) global stability analysis of improved channel side slopes under short-term, long-term, and rapid drawdown condition; (ix) criteria for riprap and/or clay liner for erosion protection for the siphon and levee, if required; (x) dewatering guidelines for the siphon and headwall construction, (xi) constructability considerations.

Deliverables:

- a. Geotechnical Evaluation Report 22 weeks
BGE will include Aviles' geotechnical evaluation draft in an appendix of the Preliminary Engineering Report submittal and final geotechnical evaluation report with bid documents. The draft report will be submitted prior to the PER submission. from NTP

Task 1107 – Preliminary Engineering Design Support Services (Ascend Consulting & Engineering, PLLC)

The purpose of this task is to provide project management and design support services to the Project Team. BGE will contract with Ascend Consulting & Engineering, PLLC to provide services summarized below:

1. Project Management

- a. Project Management Assistance: Consultant may assist Project Manager with the following:
 - i. Review Baseline Schedule Development and Updates prepared by BGE
 - ii. Review Project Status Reports prepared by BGE
 - iii. Review Meeting Materials prepared by BGE
 - iv. Review subconsultant deliverables for environmental, survey, SUE, and geotechnical efforts at high level to assist with development of siphon layouts
- b. Meetings: Consultant will participate in the following meetings:
 - i. Kickoff meeting (in-person, 3 hours total including drive time)
 - ii. Monthly progress meetings (virtual, 1 hour)

**San Jacinto River Authority
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- iii. Internal team coordination meetings (virtual, 1 hour)
 - iv. H&H workshop (in-person, 3 hours total including drive time)
 - v. Alternative selection workshop (in-person, 3 hours total including drive time)
 - vi. PER review workshop (in-person, 3 hours total including drive time)
 - vii. Up to 2 meetings with HCFCD to assess ability to open-cut/replace culvert crossing (virtual, 2 hours total)
 - viii. Other stakeholder meetings (up to 4 hours total, virtual)
- c. QA/QC: Consultant shall provide QC and QA review of the draft PER report and final PER report. Consultant will consolidate comments in a comment resolution matrix which will be sent to the Project Manager.

2. Preliminary Engineering Design – Siphon 21 Improvements

- a. Consultant shall participate in one site visit with BGE (5 hours total including drive time).
- b. Consultant shall review existing data provided by SJRA and provide comments/questions about potential data gaps to BGE project manager.
- c. Preliminary Engineering Report - Consultant shall perform the following services in conjunction with the preparation of the PER for the Siphon 21 Improvements. Activities/facilities to be evaluated may include but are not necessarily limited to removal and/or abandonment of existing siphon pipes; demolition and removal of existing headwall structures; installation of new siphon pipes and headwall structures, water control gates, trash management/ removal and stop logs; armoring of canal levee segments in the vicinity of the siphon; and installation of infrastructure and appurtenances for future SCADA equipment implementation.
 - i. Incorporate pertinent data based on review of existing information and subconsultant deliverables. Review environmental considerations and utility conflicts to determine impact on cost/schedule and how findings may influence layouts.
 - ii. Assist BGE with the coordination Harris County Flood Control District (HCFCD) to determine limitations and requirements for the Project. Consider these limitations and requirements in all engineering efforts. Coordination items are anticipated to include HCFCD channel culvert crossing avoidance/replacement. Coordinate with BGE to understand requirements of other stakeholders (coordination provided by BGE) to inform siphon layouts.
 - iii. Develop up to 4 (four) siphon preliminary layout sketches for BGE review and development into exhibits. Layouts will include open cut and trenchless options and will consider relocation of HCFCD channel culverts, other utilities, and potential waters of the U.S.
 - iv. Attend virtual workshop to assist BGE engineers with the evaluation of the existing hydraulic model and guide BGE development of modeling scenarios to present to the SJRA. The workshop will also include assisting BGE with the development of a model calibration plan.
 - v. Review hydraulic modeling results with BGE engineers and review BGE agenda and exhibits for a modeling workshop with SJRA. Attend hydraulic modeling workshop with the SJRA and BGE at the SJRA office (effort included in PM task).

**San Jacinto River Authority
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- vi. Review BGE proposed levee heights based on hydraulic modeling results and general profile. Identify limits of erosion control requirements.
- vii. Assist BGE with development of care of water alternatives that could be utilized during proposed construction.
- viii. Work with BGE to finalize layouts for 4 (four) total siphon alternatives by providing feedback on BGE layout exhibits. Provide list of constructability considerations and pros/cons of each alternative. Participate in an alternative review/selection workshop with BGE and SJRA that will inform final 2 (two) alternatives for further development in PER. If additional options are requested, a proposal will be provided as additional service.
- ix. Perform preliminary stability/stability analysis for structures using information from geotechnical investigation and report.
- x. Review Opinion of Probable Construction Costs (OPCC) by BGE for each considered siphon alternative (two total per PER) and provide feedback.
- xi. Develop the following sections of draft PER:
 - a) Preliminary Geotechnical & Structural Evaluation
- xii. Review and comment on draft PER sections developed by BGE, anticipated to include:
 - Existing Conditions
 - a) Existing Siphon
 - b) Survey
 - c) Dive Inspection
 - d) Environmental Investigation
 - e) Utility Investigation & Conflicts
 - f) Geotechnical Investigation
 - Stakeholder Coordination
 - a) HCFC D
 - b) HC Pct 3
 - c) HCED
 - d) TxDOT
 - e) Utility Companies
 - f) Barrett, Texas
 - Design Constraints
 - Preliminary Design Alternatives
 - Hydraulic Analysis
 - a) Existing Conditions
 - b) Proposed Conditions
 - c) Construction Scenarios
 - Constructability Considerations

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- a) Traffic Control
- b) Access
- c) Bypass of Flows

- Site Access, Operations & Maintenance
 - a) Access
 - b) Gates
 - c) Stop Logs
 - d) SCADA/Electrical needs

- Opinions of Probable Construction Cost

- Conclusions & Recommendations

- xiii. Consultant shall attend a comment review workshop with SJRA to review draft PER comments (effort included in PM task).

- xiv. Consultant shall address and incorporate all comments on Ascend-developed sections into the final PER and perform review to verify BGE-developed sections addressed comments.

ASCEND CONSULTING & ENGINEERING, PLLC
5820 Valley Forge Dr. 107
Houston, TX 77057
832-498-1477



DRAFT PROPOSAL FOR ENGINEERING SERVICES

DATE: January 8, 2026

CLIENT: BGE, Inc.

PROJECT: San Jacinto River Authority (SJRA) Siphon 21 Preliminary Engineering

Ms. Lizanne Douglas, P.E.

Project Manager

BGE, Inc.

10777 Westheimer Rd, Suite 400

Houston, TX 77042

Ms. Douglas,

Ascend Consulting & Engineering, PLLC (Ascend) is grateful for the opportunity to provide quality preliminary engineering services to BGE, Inc. (BGE) for improvements to Siphon 21, located along the main canal system in Barrett, Texas, owned and operated by the San Jacinto River Authority (SJRA). The following sections of this proposal provide information about the project background (1.0), anticipated scope of work (2.0), deliverables and schedule (3.0), assumptions and limitations (4.0), and level of effort (5.0) based on my understanding of the project.

1.0 - PROJECT BACKGROUND

BGE has been engaged by SJRA to provide preliminary engineering, final design, and procurement/construction phase services for siphon improvements at Siphon 21. Siphon 21 is located on SJRA's main canal system in Barrett, Texas and crosses under Harris County Flood Control District (HCFCD) channel unit G103-05-00. The existing system consists of dual 48-inch and single 60-inch reinforced concrete pipes with reinforced concrete intake/discharge structures. The existing siphon system is reaching the end of its service life and improvements are required to ensure capacity and raw water delivery to SJRA's customers. The siphon improvements may include the demolition and removal and/or abandonment of the existing siphon pipes, demolition of existing concrete structures, construction of new dual siphon pipes, construction of new headwall and wingwall structures, improvements to the levees upstream/downstream of the new intake/discharge structures, installation of staff gauges, stop logs/slots, trash management/removal, improvement of maintenance access to the siphon, and installation of water control gates. BGE is entering into an initial work order with SJRA for preliminary engineering services and has requested that Ascend provide preliminary engineering design support services. Final design and procurement/construction phase services are anticipated to follow preliminary design and will be a separate proposal/work order.

2.0 - SCOPE OF WORK

Based on coordination with BGE staff, Ascend has developed the following scope of work and associated assumptions to estimate the level of effort provided in Section 5.0 of this proposal letter. The scope of work to be performed by Ascend staff is anticipated to include the following tasks:



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1. Task 1: Project Management Support

- a. Project Management Assistance – Ascend may assist Project Manager with the following:
 - i. Review Baseline Schedule Development and Updates prepared by BGE
 - ii. Review Project Status Reports prepared by BGE
 - iii. Review Meeting Materials prepared by BGE
 - iv. Review subconsultant deliverables for environmental, survey, SUE, and geotechnical efforts at high level to assist with development of siphon layouts
- b. Meetings – Ascend will participate in the following meetings:
 - i. Kickoff meeting (in-person, 3 hours total including drive time)
 - ii. Monthly progress meetings (virtual, 1 hour)
 - iii. Internal team coordination meetings (virtual, 1 hour)
 - iv. H&H workshop (in-person, 3 hours total including drive time)
 - v. Alternative selection workshop (in-person, 3 hours total including drive time)
 - vi. PER review workshop (in-person, 3 hours total including drive time)
 - vii. Up to 2 meetings with HCFCD to assess ability to open-cut/replace culvert crossing (virtual, 2 hours total)
- c. QA/QC – Ascend shall provide QC and QA review of the draft PER report and final PER report. Ascend will consolidate comments in a comment resolution matrix which will be sent to the Project Manager.

2. Task 2: Preliminary Engineering Design

- a. Ascend shall participate in one site visit with BGE (4 hours total including drive time).
- b. Ascend shall review existing data provided by SJRA and provide comments/questions about potential data gaps to BGE project manager.
- c. Preliminary Engineering Report - Ascend shall perform the following services in conjunction with the preparation of the PER for the Siphon 21 Improvements. Activities/facilities to be evaluated may include but are not necessarily limited to removal and/or abandonment of existing siphon pipes; demolition and removal of existing headwall structures; installation of new siphon pipes and headwall structures, water control gates, trash management/removal and stop logs; armoring of canal levee segments in the vicinity of the siphon; and installation of infrastructure and appurtenances for future SCADA equipment implementation.
 - i. Incorporate pertinent data based on review of existing information and subconsultant deliverables. Review environmental considerations and utility conflicts to determine impact on cost/schedule and how findings may influence layouts.



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-
- ii. Assist BGE with the coordination Harris County Flood Control District (HCFCD) to determine limitations and requirements for the Project. Consider these limitations and requirements in all engineering efforts. Coordination items are anticipated to include HCFCD channel culvert crossing avoidance/replacement. Coordinate with BGE to understand requirements of other stakeholders (coordination provided by BGE) to inform siphon layouts.
 - iii. Develop up to 4 (four) siphon preliminary layout sketches for BGE review and development into exhibits. Layouts will include open cut and trenchless options and will consider relocation of HCFCD channel culverts, other utilities, and potential waters of the U.S.
 - iv. Attend virtual workshop to assist BGE engineers with the evaluation of the existing hydraulic model and guide BGE development of modeling scenarios to present to the SJRA. The workshop will also include assisting BGE with the development of a model calibration plan.
 - v. Review hydraulic modeling results with BGE engineers and review BGE agenda and exhibits for a modeling workshop with SJRA. Attend hydraulic modeling workshop with the SJRA and BGE at the SJRA office (effort included in PM task).
 - vi. Review BGE proposed levee heights based on hydraulic modeling results and general profile. Identify limits of erosion control requirements.
 - vii. Assist BGE with development of care of water alternatives that could be utilized during proposed construction.
 - viii. Work with BGE to finalize layouts for 4 (four) total siphon alternatives by providing feedback on BGE layout exhibits. Provide list of constructability considerations and pros/cons of each alternative. Participate in an alternative review/selection workshop with BGE and SJRA that will inform final 2 (two) alternatives for further development in PER. If additional options are requested, a proposal will be provided as additional service.
 - ix. Perform preliminary stability/settlement analysis for structures using information from geotechnical investigation and report.
 - x. Review Opinion of Probable Construction Costs (OPCC) by BGE for each considered siphon alternative (two total for PER) and provide feedback.
 - xi. Develop the following sections of draft PER:
 - 1. Preliminary Geotechnical & Structural Evaluation
 - xii. Review and comment on draft PER sections developed by BGE, anticipated to include:
 - 1. Existing Conditions
 - a. Existing Siphon
 - b. Survey



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PROJECT: San Jacinto River Authority (SJRA) Siphon 21 Preliminary Engineering

- c. Dive Inspection
 - d. Environmental Investigation
 - e. Utility Investigation & Conflicts
 - f. Geotechnical Investigation
 2. Stakeholder Coordination
 - a. HCFCD
 - b. HC Pct 3
 - c. HCED
 - d. TxDOT
 - e. Utility Companies
 - f. Barrett, Texas
 3. Design Constraints
 4. Preliminary Design Alternatives
 5. Hydraulic Analysis
 - a. Existing Conditions
 - b. Proposed Conditions
 - c. Construction Scenarios
 6. Constructability Considerations
 - a. Traffic Control
 - b. Access
 - c. Bypass of Flows
 7. Site Access, Operations & Maintenance
 - a. Access
 - b. Gates
 - c. Stop Logs
 - d. SCADA/Electrical needs
 8. Opinions of Probable Construction Cost
 9. Conclusions & Recommendations
- xiii. Ascend shall attend a comment review workshop with SJRA to review draft PER comments (effort included in PM task).
- xiv. Ascend shall address and incorporate all comments on Ascend-developed sections into the final PER and perform review to verify BGE-developed sections addressed comments.



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3.0 – DELIVERABLES & SCHEDULE

The following project deliverables will be provided to BGE staff via email according to the following anticipated schedule (with anticipated notice to proceed in January 2026):

1. Review comments on Baseline Schedule/Updates prepared by BGE – within 5 business days of receipt
2. Review comments on Project Status Reports prepared by BGE – within 3 business days of receipt
3. Review comments on Meeting Materials prepared by BGE – within 2 business days of receipt
4. QC Review comments for PER, consolidated in matrix – within 10 business days of receipt of compiled draft/final PER (with all sections, as intended to go to SJRA)
5. Review of existing data findings/questions – within 10 business days of receipt of information
6. Layout sketches for 4 siphon alternatives (to include SCADA and O&M needs per SJRA coordination) & care of water concepts – within 30 business days of receipt of the following:
 - a. Existing data including record drawings for existing siphon and other pertinent data (i.e. dive inspection results if applicable)
 - b. Survey Data including existing topographic data and property boundaries
 - c. Subsurface Utility Investigation data/findings including utility locations/depths
 - d. Draft environmental findings including delineations of potential waters of the U.S.
 - e. Draft geotechnical findings including boring logs and soil types/properties
7. Review comments on BGE agenda and exhibits for modeling workshop with SJRA – within 3 business days of receipt.
8. Review of BGE proposed levee heights based on hydraulic modeling results and general profile. Identify limits of erosion control requirements – within 5 business days of receipt of modeling results
9. Review comments on BGE layout (4 total) exhibits. Provide list of constructability considerations and pros/cons of each alternative – within 10 business days of receipt of exhibits.
10. Preliminary stability/stability analysis for structures – results to be provided within 45 days of receipt of required geotechnical information.
11. Review comments on Opinion of Probable Construction Costs (OPCC) by BGE for each considered siphon alternative (two total for PER) – within 15 business days of receipt of OPCCs and final layout exhibits (plan/profile)
12. Draft PER section (Preliminary Geotechnical & Structural Evaluation) – within 45 business days of Alternative Selection Workshop
13. Review of Draft PER sections developed by BGE – within 15 business days of receipt



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14. Final PER sections to address SJRA/BGE comments – within 15 business days of receipt of comments

4.0 – ASSUMPTIONS & LIMITATIONS

The scope of services and project liability is subject to the following assumptions and limitations:

- Scope of work does not include in-person meetings unless specifically noted. Unless noted otherwise, meetings are assumed to be virtual.
- Scope of work does not include hard copy deliverables; only electronic deliverables will be provided.
- Final design efforts and procurement/construction phase services are not included in this scope of work.
- Ascend assumes QC review will be provided by BGE for Ascend work products; if needed, Ascend can subcontract QC review services for an additional fee.
- Ascend staff will perform preliminary analyses using models and data/information obtained from SJRA and BGE/their subconsultants and is not responsible for accuracy of information received or any errors/omissions associated with data provided.
- Ascend will perform preliminary analyses for the final condition and will not perform detailed evaluation or analyses for construction loading scenarios. Analyses for special construction loading scenarios, as applicable, will be the responsibility of the contractor and shall be required to be submitted for review per project specifications developed during final design.
- Ascend staff is not responsible for determining or providing environmental permitting or agency approval efforts as may be required for the project.
- BGE will provide AutoCAD drawings for exhibits; layouts provided by Ascend will be preliminary sketches for BGE use in development of AutoCAD drawings.
- Ascend will utilize best practices for review efforts for probable construction cost but does not and cannot guarantee construction contract pricing subject to general market fluctuations or other external factors.
- Structural analyses and design of gates are not included in this scope of work aside from identifying preliminary dimensional requirements and anticipating load transfer to the reinforced concrete structure.
- Structural analyses and design of the stop logs and operation system are not included in this scope of work aside from identifying preliminary dimensional requirements and anticipating load transfer to the reinforced concrete structure.
- The pricing of this proposal is valid for 3 months from the date of this proposal letter.

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PROJECT: San Jacinto River Authority (SJRA) Siphon 21 Preliminary Engineering

5.0 - LEVEL OF EFFORT

The attached detailed level of effort has been developed according to the tasks and assumptions provided in the previous sections of this proposal letter. Ascend will deliver the project for a **lump sum fee of \$48,375**. Ascend sincerely appreciates the opportunity and looks forward to exceeding BGE and SJRA expectations on this project. Please do not hesitate to reach out with comments or questions related to this proposal.

Sincerely,

Abby Crockett, P.E.

Owner

Ascend Consulting & Engineering, PLLC

DRAFT

ASCEND CONSULTING & ENGINEERING, PLLC
5820 Valley Forge Dr. 107
Houston, TX 77057
832-498-1477



DRAFT PROPOSAL FOR ENGINEERING SERVICES

DATE: January 8, 2026

CLIENT: BGE, Inc.

PROJECT: San Jacinto River Authority (SJRA) Siphon 21 Preliminary Engineering

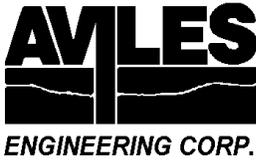
ASCEND CONSULTING & ENGINEERING, PLLC
 LEVEL OF EFFORT

DATE: 1/8/2026
 CLIENT: BGE, Inc.
 PROJECT: SJRA Siphon 21 Improvements
 FEE TYPE: Lump Sum

LABOR:

ASCEND STAFF: Abby Crockett, P.E.
 PROJECT ROLE: Senior Professional Engineer
 BILLING RATE: \$215.00

TASK	EFFORT DESCRIPTION	EFFORT HOURS
1 - Project Management Support	a.i.Review Baseline Schedule Development and Updates prepared by BGE	3
	a.ii.Review Project Status Reports prepared by BGE	3
	a.iii.Review Meeting Materials prepared by BGE	8
	a.iv.Review subconsultant deliverables for environmental, survey, SUE, and geotechnical efforts at high level to assist with development of siphon layouts	4
	b.i.Kickoff meeting (in-person, 3 hours total including drive time)	3
	b.ii.Monthly progress meetings (virtual, 1 hour)	6
	b.iii.Internal team coordination meetings (virtual, 1 hour)	6
	b.iv.H&H workshop (in-person, 3 hours total including drive time)	3
	b.v.Alternative selection workshop (in-person, 3 hours total including drive time)	3
	b.vi.PER review workshop (in-person, 3 hours total including drive time)	3
	b.vii.Up to 2 meetings with HCFCD to assess ability to open-cut/replace culvert crossing (virtual, 2 hours total)	2
	c.QA/QC – Ascend shall provide QC and QA review of the draft PER report and final PER report. Ascend will consolidate comments in a comment resolution matrix which will be sent to the Project Manager.	16
	a.Ascend shall participate in one site visit with BGE (4 hours total including drive time).	4
	b.Ascend shall review existing data provided by SJRA and provide comments/questions about potential data gaps to BGE project manager.	16
2 - Preliminary Engineering Design	c.i.Incorporate pertinent data based on review of existing information and subconsultant deliverables. Review environmental considerations and utility conflicts to determine impact on cost/schedule and how findings may influence layouts.	4
	c.ii.Assist BGE with the coordination Harris County Flood Control District (HCFCD) to determine limitations and requirements for the Project. Consider these limitations and requirements in all engineering efforts. Coordination items are anticipated to include HCFCD channel culvert crossing avoidance/replacement. Coordinate with BGE to understand requirements of other stakeholders (coordination provided by BGE) to inform siphon layouts.	4
	c.iii.Develop up to 4 siphon preliminary layout sketches for BGE review and development into exhibits. Layouts will include open cut and trenchless options and will consider relocation of HCFCD channel culverts, other utilities, and waters of the U.S.	12
	c.iv.Attend virtual workshop to assist BGE engineers with the evaluation of the existing hydraulic model and guide BGE development of modeling scenarios to present to the SJRA. The workshop will also include assisting BGE with the development of a model calibration plan.	2
	c.v.Review hydraulic modeling results with BGE engineers and review BGE agenda and exhibits for a modeling workshop with SJRA. Attend hydraulic modeling workshop with the SJRA and BGE at the SJRA office (effort included in PM task).	2
	c.vi.Review BGE proposed levee heights based on hydraulic modeling results and general profile. Identify limits of erosion control requirements.	1
	c.vii.Assist BGE with development of care of water alternatives that could be utilized during proposed construction.	8
	c.viii.Work with BGE to finalize layouts for 4 (four) total siphon alternatives by providing feedback on BGE layout exhibits. Provide list of constructability considerations and pros/cons of each alternative.	6
	c.ix.Perform preliminary stability/settlement analysis for structures using information from geotechnical investigation and report.	50
	c.x.Review Opinion of Probable Construction Costs (OPCC) by BGE for each considered siphon alternative (two total for PER) and provide feedback.	8
	c.xi.Develop sections of draft PER: Preliminary Geotechnical & Structural Evaluation	20
	c.xii.Review draft sections of PER developed by BGE.	12
	c.xiii.Ascend shall attend a comment review workshop with SJRA to review draft PER comments (effort included in PM task).	0
	c.xiv.Ascend shall address and incorporate all comments into the final PER.	16
TOTAL HOURS	225	
TOTAL LABOR EFFORT	\$ 48,375.00	



November 26, 2025

Mr. Lawrence Goldberg, P.E., ENV SP, FASCE
BGE, Inc.
10777 Westheimer Suite 400
Houston, TX 77042

Re: Geotechnical Investigation Proposal
Proposed SJRA Siphon 21 Improvements
Harris County, Texas
AEC Proposal No. G2025-11-10

Dear Mr. Goldberg,

Aviles Engineering Corporation (AEC) is pleased to present this geotechnical investigation proposal for the proposed Improvements to San Jacinto River Authority (SJRA) Siphon 21 (which crosses under existing Harris County Flood Control District (HCFCD) Channel Unit No. G103-05-00 on the SJRA Main Canal) and adjacent Canal levee in Harris County, Texas (Houston/ Harris County Key Map 419Z). According to the information provided to AEC, we understand that the improvements may include (i) demolition and removal and/or abandonment of existing dual 48-inch siphon pipes, construction of new single 60-inch siphon pipe and construction of new headwalls and wingwalls; and (ii) upstream and downstream levee improvements. The improvements are required due to the age and structural integrity of the siphon. Siphon and levee improvements will ensure reliable conveyance and hydraulic capacity in the Main Canal to meet contracted and potential future raw water demands of SJRA's Main Canal customers. AEC has previously drilled three 30 feet deep borings at the south of Siphon 21 in 2017, and the existing boring (B-1) close to Siphon 21 is shown on the attached boring location plan. Please note that (i) the existing 30 feet deep borings indicate that the subsurface soils are not uniform; and (ii) it is desirable to have boring depths of 50 feet for the settlement analysis of siphon pipes and headwalls.

Therefore, AEC proposes to perform two (2) 50-foot deep borings near Siphon 21 as shown on the attached boring location plan. Total drilling footage is 100 feet.

We will perform a site reconnaissance prior to drilling and mark the boring locations. We request that the existing underground utilities drawings, if available, be provided to us prior to arrival of the drill rig. We will contact Texas 811 to check underground utilities; however, Texas 811 does not locate water lines, storm, or sanitary sewers. We anticipate that accessing Siphon 21 site and the levees will not be an issues since the site is located inside of SJRA ROW.

AEC assumes that the boring locations can be accessed by an ATV drilling rig and concrete coring will not be required. Samples will be obtained in the borings continuously in the top 20 feet and at 5-foot intervals thereafter. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D 1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D 1586). Representative portions of all soil samples will be sealed, packaged and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during drilling, upon completion of drilling, and 24 hours after completion of drilling where is possible; then the boreholes will be backfilled with bentonite chips. All the non-

contaminated soil cuttings and drilling fluid will be disposed on-site; however, if contaminated soils are encountered, the contaminated soil cuttings and drilling fluid will be disposed by a qualified environmental company to be hired by SJRA or the property owner at no cost to AEC.

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis and double hydrometer test, crumb tests, unconfined compression, and unconsolidated-undrained triaxial tests depending on the soil types encountered. Two (2) consolidated undrained (CU) triaxial tests, two (2) consolidation tests, four (4) crumb tests and two (2) double hydrometer tests will also be performed.

We will analyze the field and laboratory data, incorporate findings from previous boring logs, and develop geotechnical report including (i) boring location plan and new boring logs, and the existing boring logs; (ii) summary of subsurface soil conditions and groundwater levels encountered; (iii) sieve analysis/hydrometer test results with D_{50} for scouring analysis; (iv) dispersive characteristics of subsurface soils; and recommendations how to address the dispersive soils if encountered; (v) allowable bearing capacities, design soil parameters for lateral earth pressure for the siphon, headwalls, and wingwalls, and recommendations for backfill of headwalls/wingwalls; recommendations for installation of the siphon by trenchless and open cut methods, including excavation shoring, bedding, and backfill; (vi) recommendations for improvements of weak foundation soils such as cement-stabilized sand replacement as needed; (vii) slope stability analysis on one or two selected cross sections of the levees under short-term, long-term, and rapid drawdown conditions, and recommendations for stable slope inclination as necessary; (viii) criteria for riprap and/or clay liner for erosion protection for the siphon and levee, if required; (ix) dewatering guidelines for the siphon and levee construction. One pdf draft report, and two hard copies of final report will be provided for each task.

The estimated time and materials with Not-To-Exceed maximum fees to perform the investigation is **\$32,729.00** for the siphon replacement and levee rehabilitation, as presented in the Attachments. The fees are based on the following assumptions: (1) any existing underground utilities will be located by others prior to drilling. The field personnel will use Level D protection during the field exploration; (2) no standby time (weather-related or incurred due to reasons beyond our control) is included; and (3) tree clearing, traffic control, concrete coring, fence/gate removal, restoration of the site to its original condition, surveying, fault study, plan/specification review, and environmental testing and evaluation are not included. To help us maintain the estimated schedule and avoid additional fees, we request that we be provided with all pertinent project details, drawings and any proposed/preferred geotechnical-related design details at the onset.

Weather permitting, we will perform a site reconnaissance and mark the proposed boring locations in 2 weeks after the required project drawings, the signed contract, and notice-to-proceed are received. Weather permitting and assuming no field delays, the drilling should take one to 2 weeks and the laboratory tests about 6 to 8 weeks (due to triaxial CU tests and consolidation tests) after completion of drilling. We anticipate providing you with the draft geotechnical report about 4.5 to 6 weeks after the triaxial CU tests and consolidation tests are complete. We will submit final report two weeks after we receive review comments on the draft report.

BGE, Inc.
Proposed SJRA Siphon 21 Improvements
Harris County, Texas
AEC Proposal No. G2025-11-10
November 26, 2025



Page 3 of 4

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, you may issue us a Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully submitted,
Aviles Engineering Corporation
(TBPE Firm Registration No. F-42)

A handwritten signature in blue ink, appearing to read "Shou Ting Hu".

Shou Ting Hu, M.S.C.E., P.E.
President

Attachments: Terms and Conditions, Itemized Fee Estimates, Boring Location Plan

AGREED TO THIS _____ DAY OF _____, _____
PRINTED NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM: _____



GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS

STANDARD OF CARE

The CLIENT recognizes that actual subsurface conditions can vary from those observed and/or encountered at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations and recommendations by AVILES ENGINEERING will be based solely on information available to the AVILES ENGINEERING during the investigation. AVILES ENGINEERING is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SCOPE OF SERVICES

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions

SITE ACCESS AND SITE CONDITIONS

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

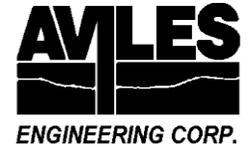
BILLING AND PAYMENT

The CLIENT will pay AVILES ENGINEERING the estimated time and materials with Not-To-Exceed maximum fees shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

LIMITATION OF LIABILITY / INDEMNIFICATION

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

Geotechnical Investigation
 SJRA Siphon 21 Improvements
 Harris County, Texas
 AEC Proposal No. G2025-11-10
 11/25/2025



ITEMIZED FEE ESTIMATE

Two Borings@50'

A. FIELD INVESTIGATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization (Buggy Rig)	1	LS	@	\$1,012.00	\$1,012.00
Drilling Crew Daily Travel	1	day	@	\$565.00	\$565.00
Site Visit and Boring Layout (Geologist)	8	hr.	@	\$133.00	\$1,064.00
Utility Check and Field Coordination (Geologist)	3	hr.	@	\$133.00	\$399.00
Soil Drilling/Continuous 3" Sampling (0-20')	40	ft.	@	\$27.00	\$1,080.00
Soil Drilling/Intermittent 3" Sampling (20'-50')	60	ft.	@	\$24.00	\$1,440.00
Logging Soil Borings (Senior Technician)	20	hr.	@	\$95.00	\$1,900.00
Surcharge for Drilling with Buggy Rig	50	ft.	@	\$11.00	\$550.00
Drilling Fluid and Soil Cutting Cleanup	2	hr.	@	\$320.00	\$640.00
Grouting Holes (Betonite Chips)	50	ft.	@	\$13.00	\$650.00
24 Hours Groundwater Readings (Technician)	8	hr.	@	\$85.00	\$680.00
Vehicle Charge	36	hr.	@	\$13.00	\$468.00
	SUBTOTAL				\$10,448.00
B. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	10	ea.	@	\$76.00	\$760.00
Passing No. 200 Sieve (ASTM D-1140)	2	ea.	@	\$59.00	\$118.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	1	ea.	@	\$69.00	\$69.00
Moisture Content (ASTM D-2216)	32	ea.	@	\$12.00	\$384.00
Unconfined Compression (ASTM D-2166)	4	ea.	@	\$54.00	\$216.00
Unconsolidated-Undrained Test (ASTM D-2850)	5	ea.	@	\$77.00	\$385.00
Crumb Test (ASTM D-6572)	4	ea.	@	\$46.00	\$184.00
Double Hydrometer (ASTM D-4221)	2	ea.	@	\$266.00	\$532.00
Consolidated-Undrained Triaxial Test (ASTM D-4767)	2	set	@	\$1,800.00	\$3,600.00
Consolidation Test (ASTM D-2435)	2	ea.	@	\$913.00	\$1,826.00
	SUBTOTAL				\$8,074.00
C. LEVEE SLOPE STABILITY ANALYSIS					
Principal Engineer (P.E.)	4	hr.	@	\$266.00	\$1,064.00
Project Engineer (P.E.)	20	hr.	@	\$176.00	\$3,520.00
	SUBTOTAL				\$4,584.00
D. ENGINEERING ANALYSIS & REPORT PREPARATION					
Principal Engineer (P.E.)	4	hr.	@	\$266.00	\$1,064.00
Senior Engineer (P.E.)	10	hr.	@	\$218.00	\$2,180.00
Project Engineer (P.E.)	16	hr.	@	\$176.00	\$2,816.00
Staff Engineer (EIT)	20	hrs.	@	\$122.00	\$2,440.00
Clerical/Word Processor	1	hr.	@	\$75.00	\$75.00
Reproduction (One pdf draft and 2 hard copies of final report)	2	copy	@	\$40.00	\$80.00
	SUBTOTAL				\$8,655.00
E. Meetings					
Principal Engineer (P.E.)	2	hr.	@	\$266.00	\$532.00
Senior Engineer (P.E.)	2	hr.	@	\$218.00	\$436.00
	SUBTOTAL				\$968.00
	TOTAL ESTIMATED FEE				\$32,729.00



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APPROX. SCALE, FT.



LEGEND:

-  PROPOSED BORING LOCATION
- B-# (X')** BORING NO. & DEPTH (FT.)
- PZ-# (X')** PIEZOMETER NO. & DEPTH (FT.)

-  PREVIOUS BORING LOCATION
- GXXX-XX** AVILES PROJECT NO.
- B-# (X')** BORING NO. & DEPTH (FT.)

AVILES ENGINEERING CORPORATION

PROPOSED BORING LOCATION PLAN

SJRA SIPHON 21 IMPROVEMENTS
HARRIS COUNTY, TEXAS

AEC PROPOSAL NO: G2025-11-10	DATE: 11-25-25	SOURCE DRAWING PROVIDED BY: Google Earth
APPROX. SCALE: 1" = 100'	DRAFTED BY: BpJ	PLATE NO.: PLATE 1

Item No.	Agenda Item	Date
7.2	Consider adoption of a resolution of the San Jacinto River Authority Board of Directors adopting an amended Procurement Policy by amending Section 2(h)(i), “Delegation of Authority”, formalizing the General Manager’s approval authority.	02/26/2026

BACKGROUND INFORMATION

The current Procurement Policy (“the Policy”) was adopted by the Board of Directors on December 11, 2025. This resolution amends Section 2(h)(i), “Delegation of Authority”, to clearly define the General Manager’s approval authority as follows:

2. Policy

h. Delegation of Authority

- i.** The General Manager is authorized to approve and execute all instruments on behalf of the Authority, including but not limited to agreements, contracts, renewals, extensions, amendments, work orders, and change orders, provided that such documents do not involve a financial expenditure by the Authority in excess of \$150,000.

The previously adopted Policy referenced Chapter 49 of the Texas Water Code, and the proposed update provides further formalization of the dollar limits for delegation.

To provide clarity and consistency, staff recommends adoption of the proposed Policy.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution, Redline Policy, and Non-redline Policy

RECOMMENDED ACTION

Adopt a resolution of the Board of Directors of the San Jacinto River Authority approving and adopting an amended Procurement Policy.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JACINTO RIVER AUTHORITY ADOPTING A PROCUREMENT POLICY.

WHEREAS, the San Jacinto River Authority (the “Authority”) is a conservation and reclamation district and a governmental agency and political subdivision of the State of Texas, created and operating under the provisions of Chapter 426, Acts of the 45th Texas Legislature, Regular Session, 1937, enacted pursuant to Article XVI, Section 59 of the Constitution of Texas; and

WHEREAS, the Board of Directors of the Authority previously passed and adopted Resolution No 2025-R-31, on December 11, 2025, adopting a revised Procurement Policy for the Authority (the "Prior Policy"); and

WHEREAS, the Board of Directors of the Authority wishes to further revise the Procurement Policy for the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JACINTO RIVER AUTHORITY THAT:

SECTION 1: The Authority hereby approves and adopts the Procurement Policy attached hereto as **Exhibit “A”** (the “Procurement Policy”).

SECTION 2: The Procurement Policy shall supersede and replace the Prior Policy in all respects and, therefore, the Prior Policy is hereby repealed, revoked, and rescinded. Any other prior resolutions, orders, policies, or procedures of the Authority that are inconsistent or in conflict with this Resolution or the Procurement Policy approved and adopted hereunder are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3: This Resolution shall be and remain in full force and effect from and after the date of its passage, approval, and adoption until repealed, revoked, rescinded, amended, or modified by appropriate action of the Board of Directors of the Authority.

SECTION 4: If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are hereby declared to be severable.

SECTION 5: The President of the Board of Directors of the Authority is hereby authorized to sign, and the Secretary of said Board is hereby authority to attest, this Resolution on behalf of said Board and the Authority. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED by the Board of Directors of the San Jacinto River Authority on this 26th day of February, 2026.

ATTEST:

SAN JACINTO RIVER AUTHORITY

Wil Faubel, Board Secretary

Ronnie Anderson, Board President

APPROVED AS TO FORM:

Amy Sims, General Counsel

APPROVED AS TO CONTENT:

Aubrey A. Spear, General Manager

Exhibit “A”

Exhibit “A”



Procurement Policy

San Jacinto River Authority Procurement Policy

The San Jacinto River Authority (Authority) shall purchase all goods and services, in compliance with all applicable regulatory and statutory requirements, at the best value for the Authority. Procurement by the Authority will be guided by statutes, policy, procedures, and best practices. The Authority will promote competition, fairness, stewardship, and transparency in the procurement of goods and services.

This policy applies to all SJRA employees involved in procurement-related activities across all divisions, facilities, and locations. It governs the processes, responsibilities, and requirements for purchasing goods and services, including solicitation, evaluation, contract award, and related documentation.

1. Statutory References

All references herein to federal or state laws or regulations shall mean and refer to such laws or regulations as amended from time to time.

2. Policy

a. Procurement of Materials, Supplies, and Equipment

Procurement of materials, supplies, and equipment shall be conducted in accordance with Texas Water Code Chapter 49, Subsection I.

b. Procurement of General Services

Procurement of general services shall be conducted in accordance with Texas Water Code Chapter 49, Subsection I.

c. Procurement of Technology

Procurement of technology goods and services shall be conducted in accordance with Texas Local Government Code Chapter 252.

d. Procurement of Professional Services

- i. Procurement of Architectural, Engineering, or Surveying Services shall be conducted in accordance with Texas Government Code Chapter 2254.
- ii. Procurement of Outside Legal Services shall comply with Texas Water Code 49.057(d). When selecting attorneys, Authority staff shall follow Subchapter A, Chapter 2254 of the Texas Government Code. The General Manager is authorized to engage outside legal counsel as necessary to support the Authority's legal

representation; however, in selecting any firm or attorney, the General Manager shall consider the expertise, cost, and potential conflicts of interest, as outlined in the Texas Disciplinary Rules of Professional Conduct.

- iii. Procurement of Other Professional Services shall be conducted in accordance with Texas Government Code 2254.003 when acquiring professional services not covered under 2254.004. The General Manager and designated staff shall select the most highly qualified provider of such services based on: (i) demonstrated competence and qualifications to perform the services, and (ii) negotiate a contract with the provider for a fair and reasonable price.
- iv. In accordance with Texas Administrative Code, Title 30, Chapter 292, Rule 292.13, the Authority shall maintain a list of at least three qualified persons or firms for each area of Professional Services it utilizes.
- v. The selection and award of a Professional Services Contract—including a Professional Services Agreement, Master Professional Services Agreement, or Engagement Letter—shall comply with all applicable requirements of the general and special laws of the State of Texas.

e. Procurement of Construction Services

Procurement of construction services shall be conducted in accordance with Texas Water Code Chapter 49, or in accordance with Chapter 2269 of the Texas Government Code, if an alternative procurement method is selected.

f. Exemptions from Competitive Procurement

- i. Emergency Procurements shall be conducted in accordance with Texas Water Code 49.274 and Texas Local Government Code 252.
- ii. Purchases of goods or services for which there is only one source—due to patents, copyrights, natural monopolies, gas, water, or other utility services; captive replacement parts or components for equipment; or any circumstance in which competition is otherwise impracticable—are exempt from competitive solicitation. Similarly, purchases for which a specific single source is required to maintain compatibility or standardization with existing equipment or systems, comply with proprietary system requirements, or are unique in nature or limited by sales territory or product availability, are also exempt from competitive solicitation. The General Manager shall develop and implement a procedure for reviewing and approving any justification for sole source or single source procurement of materials, supplies, equipment, or services.
- iii. Purchases of goods or services under an approved interlocal agreement or cooperative purchasing program shall be conducted in accordance with Texas Government Code Chapters 791 & 792 and shall satisfy the Authority's

requirement to seek competitive bids or proposals.

- iv. Purchase of security or surveillance system or components of or additions to Authority facilities relating to security or surveillance, including systems used for the prevention of terrorist acts or incidents or acts of war, is exempt from competitive solicitation, if the General Manager finds that doing so would compromise the safety and security of Authority facilities or residents.

g. Disposal of Salvage and Surplus Property

- i. The disposal of salvage and surplus property shall be conducted in accordance with Texas Government Code Chapter 2175.
- ii. It is the Authority’s intent in selling or disposing of salvage and surplus property to seek the maximum financial return achievable within a reasonable period and with minimal staff and administrative effort. The Board of Directors hereby delegates to the General Manager the authority to declare any Authority personal property as salvage or surplus property and to dispose of such property. The General Manager shall determine the method of sale that is most advantageous to the Authority under the circumstances.
- iii. The declaration of any Authority interest in real property as surplus property, and any subsequent sale, transfer, or other disposition of that interest, shall require Board approval.

h. Delegation of Authority

- i. ~~The Board of Directors authorizes the General Manager to approve and execute contracts, contract renewals, contract extensions, amendment, change orders, purchase orders, and other documents for expenditures in accordance with Texas Water Code Chapter 49.~~ The General Manager is authorized to approve and execute all contracts, agreements, and instruments on behalf of the Authority, including but not limited to agreements, contracts, renewals, extensions, amendments, work orders, and change orders, provided that such documents do not involve a financial expenditure by the Authority in excess of \$150,000.
- ii. The Board of Directors authorizes the General Manager to develop procedures governing the form and substance of administrative actions necessary for the procurement of materials, supplies, equipment, general services, professional services, construction services, exempt procurements, and any other procurements required for the day-to-day operations of the Authority. These procedures should be designed to achieve the best value for the Authority and must be consistent with this policy, the Authority’s enabling legislation, and all applicable general and special laws of the State of Texas.

The Procurement Policy has been adopted by the Board of Directors of the San Jacinto River

Authority on this ~~11th~~-26th day of ~~February~~December, 2025~~6~~.

Exhibit “A”



Procurement Policy

San Jacinto River Authority Procurement Policy

The San Jacinto River Authority (Authority) shall purchase all goods and services, in compliance with all applicable regulatory and statutory requirements, at the best value for the Authority. Procurement by the Authority will be guided by statutes, policy, procedures, and best practices. The Authority will promote competition, fairness, stewardship, and transparency in the procurement of goods and services.

This policy applies to all SJRA employees involved in procurement-related activities across all divisions, facilities, and locations. It governs the processes, responsibilities, and requirements for purchasing goods and services, including solicitation, evaluation, contract award, and related documentation.

1. Statutory References

All references herein to federal or state laws or regulations shall mean and refer to such laws or regulations as amended from time to time.

2. Policy

a. Procurement of Materials, Supplies, and Equipment

Procurement of materials, supplies, and equipment shall be conducted in accordance with Texas Water Code Chapter 49, Subsection I.

b. Procurement of General Services

Procurement of general services shall be conducted in accordance with Texas Water Code Chapter 49, Subsection I.

c. Procurement of Technology

Procurement of technology goods and services shall be conducted in accordance with Texas Local Government Code Chapter 252.

d. Procurement of Professional Services

- i. Procurement of Architectural, Engineering, or Surveying Services shall be conducted in accordance with Texas Government Code Chapter 2254.
- ii. Procurement of Outside Legal Services shall comply with Texas Water Code 49.057(d). When selecting attorneys, Authority staff shall follow Subchapter A, Chapter 2254 of the Texas Government Code. The General Manager is authorized to engage outside legal counsel as necessary to support the Authority's legal

representation; however, in selecting any firm or attorney, the General Manager shall consider the expertise, cost, and potential conflicts of interest, as outlined in the Texas Disciplinary Rules of Professional Conduct.

- iii. Procurement of Other Professional Services shall be conducted in accordance with Texas Government Code 2254.003 when acquiring professional services not covered under 2254.004. The General Manager and designated staff shall select the most highly qualified provider of such services based on: (i) demonstrated competence and qualifications to perform the services, and (ii) negotiate a contract with the provider for a fair and reasonable price.
- iv. In accordance with Texas Administrative Code, Title 30, Chapter 292, Rule 292.13, the Authority shall maintain a list of at least three qualified persons or firms for each area of Professional Services it utilizes.
- v. The selection and award of a Professional Services Contract—including a Professional Services Agreement, Master Professional Services Agreement, or Engagement Letter—shall comply with all applicable requirements of the general and special laws of the State of Texas.

e. Procurement of Construction Services

Procurement of construction services shall be conducted in accordance with Texas Water Code Chapter 49, or in accordance with Chapter 2269 of the Texas Government Code, if an alternative procurement method is selected.

f. Exemptions from Competitive Procurement

- i. Emergency Procurements shall be conducted in accordance with Texas Water Code 49.274 and Texas Local Government Code 252.
- ii. Purchases of goods or services for which there is only one source—due to patents, copyrights, natural monopolies, gas, water, or other utility services; captive replacement parts or components for equipment; or any circumstance in which competition is otherwise impracticable—are exempt from competitive solicitation. Similarly, purchases for which a specific single source is required to maintain compatibility or standardization with existing equipment or systems, comply with proprietary system requirements, or are unique in nature or limited by sales territory or product availability, are also exempt from competitive solicitation. The General Manager shall develop and implement a procedure for reviewing and approving any justification for sole source or single source procurement of materials, supplies, equipment, or services.
- iii. Purchases of goods or services under an approved interlocal agreement or cooperative purchasing program shall be conducted in accordance with Texas Government Code Chapters 791 & 792 and shall satisfy the Authority's

requirement to seek competitive bids or proposals.

- iv. Purchase of security or surveillance system or components of or additions to Authority facilities relating to security or surveillance, including systems used for the prevention of terrorist acts or incidents or acts of war, is exempt from competitive solicitation, if the General Manager finds that doing so would compromise the safety and security of Authority facilities or residents.

g. Disposal of Salvage and Surplus Property

- i. The disposal of salvage and surplus property shall be conducted in accordance with Texas Government Code Chapter 2175.
- ii. It is the Authority's intent in selling or disposing of salvage and surplus property to seek the maximum financial return achievable within a reasonable period and with minimal staff and administrative effort. The Board of Directors hereby delegates to the General Manager the authority to declare any Authority personal property as salvage or surplus property and to dispose of such property. The General Manager shall determine the method of sale that is most advantageous to the Authority under the circumstances.
- iii. The declaration of any Authority interest in real property as surplus property, and any subsequent sale, transfer, or other disposition of that interest, shall require Board approval.

h. Delegation of Authority

- i. The General Manager is authorized to approve and execute all instruments on behalf of the Authority, including but not limited to agreements, contracts, renewals, extensions, amendments, work orders, and change orders, provided that such documents do not involve a financial expenditure by the Authority in excess of \$150,000.
- ii. The Board of Directors authorizes the General Manager to develop procedures governing the form and substance of administrative actions necessary for the procurement of materials, supplies, equipment, general services, professional services, construction services, exempt procurements, and any other procurements required for the day-to-day operations of the Authority. These procedures should be designed to achieve the best value for the Authority and must be consistent with this policy, the Authority's enabling legislation, and all applicable general and special laws of the State of Texas.

The Procurement Policy has been adopted by the Board of Directors of the San Jacinto River Authority on this 26th day of February, 2026.