



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



Agenda
Regular Meeting
San Jacinto River Authority Board of Directors
Thursday, March 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.

****Note Regarding Budget Amendment(s)***

Per House Bill 1522 of the 89th Legislative Session, and effective September 1, 2025 ("HB 1522"), any proposed budget(s) must be attached to this notice of meeting or posted on the home page of the San Jacinto River Authority's website along with a notice of taxpayer impact statement that shows the tax impact on the median-valued homestead of the (i) the proposed budget, and (ii) a tax impact statement.

In compliance with HB 1522, the proposed budget is located at:

<https://www.sjra.net/about/who-we-are/board/>

With regard to the tax impact statement required by HB 1522, the San Jacinto River Authority does not levy or collect property taxes.

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

- Pastor Mark England, Grace Lutheran Church
- Pledges of Allegiance led by Director Anderson

2. Ceremonial Items

- 2.1 Receipt of Commendations, Awards, and Honoraria**
- National Procurement Month

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 Presentation regarding Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study.
- 5.4 Presentation by Harris County Flood Control District regarding upcoming District projects.
- 5.5 Update regarding the 2023 Sunset Advisory Commission's Recommendations.

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 Division - Minutes

Approval of Minutes - Regular Meeting of February 26, 2026.

6.2 G&A Division - Unaudited Financials

Consider approval of the unaudited financials for the month of January, 2026.

6.3 G&A Division - Quarterly Investment Report

Consider approval of the Quarterly Investment Report for the Quarter Ended February 28, 2026.

6.4 G & A Division - Enterprise Asset Management Software Renewal

Consider authorizing the General Manager to execute an annual renewal agreement for Hexagon Enterprise Asset Management software.

6.5 Woodlands and GRP Divisions - Contract for Municipal Services (Hydro Clear)

Consider authorizing the General Manager to execute a contract with Hydro Clear Services, LLC, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the

Woodlands and GRP Divisions.

6.6 Woodlands and GRP Divisions - Contract for Municipal Services (Magna Flow)

Consider authorizing the General Manager to execute a contract with Magna Flow Environmental, Inc., related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.

6.7 Woodlands and GRP Divisions - Contract for Municipal Services (Superior Hydro Vac)

Consider authorizing the General Manager to execute a contract with Superior Hydro Vac related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.

6.8 Woodlands and GRP Divisions - Polymers Purchase

Consider authorizing the General Manager to execute a contract renewal with Polydyne, Inc., for the purchase of polymers for the Woodlands and GRP Divisions.

6.9 Woodlands Division - Water Treatment Chemicals (PVS DX Incorporated)

Consider authorizing the General Manager to execute a contract renewal with PVS DX Incorporated for the purchase of water treatment chemicals (chlorine and sulphur dioxide) for the Woodlands Division.

6.10 Woodlands Division - Magnesium Hydroxide Slurry

Consider authorizing the General Manager to execute a contract renewal with Garrison Minerals, LLC, for the purchase of magnesium hydroxide slurry for the Woodlands Division.

7. Regular Agenda

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

7.1 Lake Conroe Division - Amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division*

Consider adoption of a resolution of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division related to the Lake Conroe Maintenance Facilities Improvement Project.

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

Consider adoption of a resolution of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Woodlands Division.

7.3 Woodlands Division- Professional Services Agreement and Work Order No. 1 for Lift Station No. 21 Force Main Renewal

Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with Baxter and Woodman, Inc., for preliminary engineering of Lift Station No. 21 Force Main Renewal for the Woodlands Division.

7.4 Highlands Division - Request Change No. 1 to Generator Purchase Order

Consider authorizing the General Manager to approve Request Change No. 1 to Purchase Order No. 001838 with Cummins Southern Plains for the purchase of a generator listed in Early Procurement Package 2 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.

7.5 Highlands Division - General Services Agreement for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project

Consider authorizing the General Manager to execute a General Services Agreement with Smith Pump Company, Inc., for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.

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; 551.076, Security Devices, or 551.0761, Critical Infrastructure, 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 551.0761, Critical Infrastructure:

8.3.1 Discuss critical infrastructure operations and protocols.

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 - April 23, 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 February 26, 2026.	03/26/2026

BACKGROUND INFORMATION

FUNDING SOURCE: N/A

ATTACHMENTS: Minutes

RECOMMENDED ACTION

Approve the minutes of the February 26, 2026, Board of Directors meeting.

**BOARD OF DIRECTORS
SAN JACINTO RIVER AUTHORITY
MINUTES OF REGULAR MEETING
FEBRUARY 26, 2026**

A regular meeting of the Board of Directors of the San Jacinto River Authority was held at 9:00 a.m., February 26, 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, Treasurer Mark Micheletti, Secretary Wil Faubel, Secretary ProTem Ricardo Mora, Director Stacey Buick, and Director Stephanie Johnson were present. 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; and Amy Sims, General Counsel.

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

The invocation was given by Rabbi Edwin Goldberg of Congregation Beth Shalom of The Woodlands, and the Pledges of Allegiance to the U.S. and Texas Flags were led by Director Ronnie Anderson.

2. Ceremonial Items

There were no ceremonial items.

3. Call to Order

The meeting was called to order at 9:04 a.m.

4. Public Comments

Mr. Dan Krueger and Mr. Kevin Lacy provided comments related to agenda item 5.3.

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 Update regarding the 2023 Sunset Commission's recommendations

Ms. Ramsey provided an overview of the Sunset Advisory Commission's recommendations related to communications.

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

Mr. Jeremy Barbatto of abip CPAs and Advisors provided an overview of the approach and methodology used during the management audit process and suggested recommendations related to same.

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 January 22, 2026.

6.2 G&A - Unaudited Financials

Approve the unaudited financials for the month of December, 2025.

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

Authorize the General Manager to execute a General Services Agreement with Earthworks Landscaping and Maintenance, LLC, in the amount of \$189,654, 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

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 1 with Diaz Engineering, LLC, in the deductive amount of (\$48,140) 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

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

7. Regular Agenda

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

Mr. Jared Marek, Technical Services Engineer, provided an overview of the Siphon 21 Improvements Project. He explained that Siphon 21 was originally constructed in 1943 with headwalls, wingwalls, and dual 48" siphon pipes. However, in 1979, a 60" bypass siphon with additional headwalls and wingwalls was installed to increase redundancy of the structure. He stated that structural concrete concerns were identified, which increased the risk and likelihood of failure. Mr. Marek provided additional details related to the scope of the project. Director Johnson made a motion to authorize the General Manager to execute a Professional Services Agreement and Work Order No. 1 with BGE, Inc., in an amount not to exceed \$291,090, for preliminary engineering of Siphon 21 Improvements for the Highlands Division. The motion was seconded by Director Mora and carried unanimously.

7.2 G&A - Resolution - Amended Procurement Policy

Ms. Sims provided an overview of the proposed amendment to the Procurement Policy, relative to Section 2(h)(i), “Delegation of Authority”. She explained the proposed amendment clearly defines the General Manager’s approval authority and provides further formalization of the dollar limits for delegation. Director Micheletti made a motion to adopt Resolution No. 2026-R-02, 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. The motion was seconded by Director Johnson and carried unanimously.

8. Executive Session

The meeting was convened into executive session at 9:54 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 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

With a quorum of the Board present, the meeting was called into open session at 11:58 a.m.

10. Announcements / Future Agenda

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

11. Adjourn

Without objection, the meeting was adjourned at 11:59 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 January, 2026.	03/26/2026

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 will be provided under separate cover

RECOMMENDED ACTION

Approve the unaudited financial statements for the month of January, 2026.

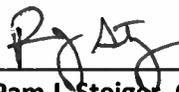
San Jacinto River Authority



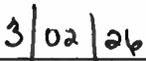
Unaudited Financial Statements

For the Five Months Ending January 31, 2026

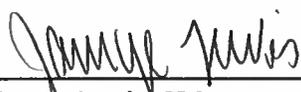
APPROVED BY:



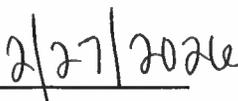
Pam J. Steiger, CPA
Chief Financial Officer



Date



Jamye Lewis, CPA
Controller



Date

San Jacinto River Authority

Unaudited Financial Statements

For the Five Months Ending January 31, 2026

Table of Contents

	Page(s)
Unaudited Statement of Net Assets	1 - 2
Raw Water Supply	3
Lake Conroe Operating and Repair/Replacement	4
Highlands Operating and Repair/Replacement	5
Groundwater Reduction Plan Operating	6
Woodlands Summary	7
Flood Management	8
General and Administrative Operating and Repair/Replacement	9
Bear Branch	10
Region H	11

San Jacinto River Authority
Unaudited Statement of Net Assets
As of January 31, 2026

	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	\$ 33,580,544	\$ -	\$ -	\$ -	\$ 14,816,076	\$ 9,791,688	\$ -	\$ -	\$ -
Unrestricted									
Restricted:									
Cash	3,062,082	1,870,558	-	1,191,523	-	-	-	-	-
Reserves	32,113,748	2,807,774	6,660,803	-	9,639,625	8,561,766	-	-	-
Debt Service	53,967,496	6,491,928	-	-	43,584,621	3,116,462	-	774,485	-
Construction	73,854,348	4,990,674	16,450,226	-	7,768,768	5,369,351	5,321,919	-	29,615,884
Construction Escrow	21,467,140	-	-	-	-	21,467,140	-	-	-
Accounts Receivable	16,171,428	3,553,895	35,130	616,143	5,899,565	3,133,560	1,409,767	14,847	-
Due from Other Funds	7,128,264	4,988,370	504,584	54,093	-	-	-	1,056	12,914
Inventory and Other Prepaid Expenses	9,008,141	554,540	137,810	6,463	7,162,266	1,052,802	-	-	-
Total Current Assets	\$ 250,353,190	\$ 34,230,518	\$ 11,951,335	\$ 23,788,553	\$ 88,870,922	\$ 52,492,770	\$ 6,731,686	\$ 790,387	\$ 29,628,798
Noncurrent Assets									
Long-Term Receivables	\$ 2,275,276	\$ -	\$ -	\$ -	\$ 2,275,276	\$ -	\$ -	\$ -	\$ -
Total Noncurrent Assets	\$ 2,275,276	\$ -	\$ -	\$ -	\$ 2,275,276	\$ -	\$ -	\$ -	\$ -
Capital Assets									
Total Capital Assets	\$ 904,836,988	\$ 48,349,900	\$ 17,003,698	\$ 116,248,600	\$ 461,597,759	\$ 90,076,185	\$ 63,270,537	\$ 76,662,681	\$ 30,977,947
Less: Accumulated Depreciation	(370,783,500)	(5,969,281)	(4,951,504)	(32,816,141)	(155,365,994)	(67,755,761)	(41,211,423)	(55,867,606)	(6,834,181)
Less: Accumulated Amortization	(386,979)	-	-	(329,354)	-	(57,625)	-	-	-
Net Capital Assets	\$ 533,666,509	\$ 42,380,619	\$ 12,052,194	\$ 83,103,105	\$ 306,231,766	\$ 22,262,798	\$ 22,059,113	\$ 20,795,074	\$ 24,143,766
Deferred Outflows									
Pension	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deferred Outflows	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 792,021,642	\$ 82,337,805	\$ 24,003,529	\$ 106,891,658	\$ 397,377,963	\$ 74,755,568	\$ 28,790,800	\$ 21,585,462	\$ 53,772,563

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

San Jacinto River Authority
Unaudited Statement of Net Assets
As of January 31, 2026

	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									
Liabilities									
Current Liabilities									
Accounts Payable and Other Accrued Liabilities	\$ 12,084,352	\$ 325,961	\$ 531,690	\$ 335,269	\$ 3,281,482	\$ 6,646,435	\$ -	\$ -	\$ 438,876
Construction Liabilities	342,195	163,645	122,960	-	-	-	-	-	55,590
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	47,565	-	37,858	-	-	9,706	-	-	-
Accrued Interest on Bonds and Grants	5,908,574	-	474,000	216,671	4,812,226	144,344	-	261,333	-
OPEB Liability	41,035	4,924	13,542	-	-	9,028	-	-	-
Total Current Liabilities	\$ 44,059,716	\$ 503,147	\$ 3,420,050	\$ 1,907,935	\$ 25,963,708	\$ 8,479,513	\$ -	\$ 2,761,333	\$ 494,466
Long Term Liabilities									
Long-Term Debt	\$ 378,780,000	\$ -	\$ 32,910,000	\$ -	\$ 302,490,000	\$ 29,720,000	\$ -	\$ 13,660,000	\$ -
Long-Term Lease Liability	30,762	-	14,097	-	-	16,665	-	-	-
Bond Issuance Costs	2,862,137	-	1,390,027	-	92,434	-	-	1,379,675	-
Other Post Employment Benefits	496,429	190,040	32,564	-	-	258,867	-	-	-
Long Term Compensated Absence Liability	1,564,735	113,522	48,237	37,373	160,634	339,089	-	-	-
Deferred Inflows and Liability-Pension	3,663,291	-	-	-	-	-	-	-	-
Deferred Inflows-Other Employment Benefits	-	-	-	-	-	-	-	-	-
Total Long Term Liabilities	\$ 387,397,354	\$ 303,562	\$ 34,394,925	\$ 37,372,78	\$ 302,743,068	\$ 30,334,522	\$ -	\$ 15,039,675	\$ -
Total Liabilities	\$ 431,457,070	\$ 806,709	\$ 37,814,975	\$ 1,945,308	\$ 328,706,776	\$ 38,814,135	\$ -	\$ 17,801,009	\$ 494,466
Fund Balance									
Prior Year Fund Balance	\$ 345,672,752	\$ 77,311,526	\$ 20,839,564	\$ 65,918,667	\$ 61,896,920	\$ 34,285,091	\$ 29,493,983	\$ 4,588,171	\$ 51,138,074
Current Net Revenue	14,891,820	(47,413)	2,357,256	3,158,015	6,774,267	1,656,341	(703,163)	(803,718)	2,140,024
Total Fund Balance	\$ 360,564,572	\$ 77,264,113	\$ 23,196,820	\$ 69,076,683	\$ 68,671,187	\$ 35,941,432	\$ 28,790,800	\$ 3,784,453	\$ 53,278,098
Total Liabilities & Fund Balance	\$ 792,021,642	\$ 82,337,805	\$ 24,003,529	\$ 106,891,658	\$ 397,377,963	\$ 74,755,568	\$ 28,790,800	\$ 21,585,462	\$ 53,772,563

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

San Jacinto River Authority - Raw Water Supply
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

Water Rate: \$0.66/1,000 gallons, effective 01/01/2026

	January		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 2,027,683	\$ 2,049,581	\$ 9,617,304	\$ 9,473,718	\$ 143,586	\$ 23,554,031
OTHER REVENUES	\$ 258	\$ -	\$ 58	\$ -	\$ 58	\$ -
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 55,441	\$ 65,794	\$ 221,929	\$ 242,128	\$ 20,199	\$ 572,423
Professional Fees	413	24,853	15,738	124,177	108,439	298,000
Purchased & Contracted Services	6,710	25	6,804	124	(6,680)	298
Supplies, Materials & Utilities	1,187	2,828	5,002	14,131	9,129	33,911
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-	-
General & Administrative Expenses	3,994	7,710	21,223	38,558	17,335	92,554
TOTAL OPERATING EXPENSES	\$ 67,745	\$ 101,210	\$ 270,696	\$ 419,118	\$ 148,422	\$ 997,187
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 67,745	\$ 101,210	\$ 270,696	\$ 419,118	\$ 148,422	\$ 997,187
NET REVENUES OVER EXPENSES	\$ 1,960,196	\$ 1,948,371	\$ 9,346,666	\$ 9,054,600	\$ 292,066	\$ 22,556,844
CAPITAL IMPROVEMENTS	\$ 27,633	\$ 37,697	\$ 41,110	\$ 191,166	\$ 150,056	\$ 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)	\$ 1,932,563	\$ 1,910,674	\$ 9,271,889	\$ 8,829,767	\$ 442,122	\$ 22,068,360

San Jacinto River Authority - Lake Conroe Operating and Repair/Replacement
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

	January		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 433,279	\$ 639,280	\$ 1,746,698	\$ 2,685,367	\$ 6,452,982
OTHER REVENUES	\$ 27,338	\$ 3,002	\$ 111,850	\$ 15,001	\$ 36,000
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 366,946	\$ 410,258	\$ 1,472,389	\$ 1,510,025	\$ 3,569,935
Professional Fees	107,246	170,762	265,814	853,193	2,047,500
Purchased & Contracted Services	20,247	80,197	72,796	293,238	675,039
Supplies, Materials & Utilities	28,208	60,522	186,315	302,397	725,698
Rentals	3,953	6,311	22,362	31,530	75,666
Maintenance, Repairs & Parts	13,114	63,759	49,699	318,567	764,500
General & Administrative Expenses	83,199	124,497	370,165	524,948	1,247,399
TOTAL OPERATING EXPENSES	\$ 622,913	\$ 916,306	\$ 2,439,540	\$ 3,833,898	\$ 9,105,737
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 622,913	\$ 916,306	\$ 2,439,540	\$ 3,833,898	\$ 9,105,737
NET REVENUES OVER EXPENSES	\$ (162,296)	\$ (274,024)	\$ (580,992)	\$ (1,133,530)	\$ (2,616,755)
CAPITAL IMPROVEMENTS	\$ 5,448	\$ 26,473	\$ 139,788	\$ 196,017	\$ 381,249
OTHER SOURCES (USES)					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 957,586
Operating Reserve Fund	-	-	(56,521)	(56,521)	(56,521)
Emergency Reserve Fund	(135,000)	(135,000)	(135,000)	(135,000)	(135,000)
Transfer to Repair and Replacement Fund	(1,365,909)	(1,365,909)	(1,368,109)	(1,368,109)	(1,368,109)
Incoming to Repair and Replacement Fund	1,365,909	1,365,909	1,399,576	1,399,576	1,399,576
TOTAL OTHER SOURCES (USES)	\$ (135,000)	\$ (135,000)	\$ (160,054)	\$ (160,054)	\$ 797,532
NET CASH BASIS SOURCES (USES)	\$ (302,744)	\$ (435,497)	\$ (880,834)	\$ (1,489,601)	\$ (2,200,472)

**San Jacinto River Authority - Highlands Operating and Repair/Replacement
Actual to Budget Comparison
For the Five Months Ending January 31, 2026**

	January		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 252,722	\$ -	\$ 1,262,713	\$ (1,262,713)	\$ 3,030,275
OTHER REVENUES	\$ 66,732	\$ 15,429	\$ 354,738	\$ 77,090	\$ 277,648	\$ 185,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 372,126	\$ 483,230	\$ 1,469,868	\$ 1,778,683	\$ 308,815	\$ 4,205,094
Professional Fees	3,369	14,070	19,988	76,022	56,034	174,925
Purchased & Contracted Services	34,816	22,711	46,716	101,100	54,384	238,967
Supplies, Materials & Utilities	66,593	97,221	364,493	485,754	121,261	1,165,717
Rentals	158,174	8,340	294,449	41,670	(252,779)	100,000
Maintenance, Repairs & Parts	24,669	91,590	196,312	457,620	261,308	1,098,200
General & Administrative Expenses	23,436	47,267	119,281	236,392	117,111	567,431
TOTAL OPERATING EXPENSES	\$ 683,183	\$ 764,429	\$ 2,511,107	\$ 3,177,241	\$ 666,134	\$ 7,550,334
NON-OPERATING EXPENSES	\$ 118,641	\$ 118,641	\$ 600,516	\$ 600,516	\$ -	\$ 1,430,699
TOTAL EXPENSES	\$ 801,824	\$ 883,070	\$ 3,111,623	\$ 3,777,757	\$ 666,134	\$ 8,981,032
NET REVENUES OVER EXPENSES	\$ (735,092)	\$ (614,919)	\$ (2,756,885)	\$ (2,437,954)	\$ (318,931)	\$ (5,765,757)
CAPITAL IMPROVEMENTS	\$ 211,886	\$ 2,175,166	\$ 2,306,346	\$ 9,993,675	\$ 7,687,329	\$ 25,210,359
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,536,895
Bond Principal	(186,667)	(186,667)	(926,250)	(926,250)	-	(2,232,917)
Lease Principal	(4,281)	(4,281)	(21,298)	(21,298)	-	(50,590)
Operating Reserve Fund	-	-	(159,490)	(154,989)	4,501	(154,989)
Emergency Reserve Fund	(65,000)	(65,000)	(65,000)	(65,000)	-	(65,000)
Transfer to Repair and Replacement Fund	(312,750)	(312,750)	(1,604,668)	(1,604,668)	-	(3,793,914)
Incoming to Repair and Replacement Fund	312,750	312,750	1,563,748	1,563,748	-	3,752,994
TOTAL OTHER SOURCES (USES)	\$ (255,948)	\$ (255,948)	\$ (1,212,958)	\$ (1,208,457)	\$ 4,501	\$ 17,992,479
NET CASH BASIS SOURCES (USES)	\$ (1,202,926)	\$ (3,046,033)	\$ (6,276,189)	\$ (13,640,086)	\$ 7,363,897	\$ (12,983,638)

San Jacinto River Authority - GRP Operating and Repair/Replacement
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

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

	January		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES*	\$ 4,462,282	\$ 4,086,762	\$ 29,491,996	\$ 27,864,540	\$ 1,627,456
OTHER REVENUES**	\$ 358,782	\$ 25,365	\$ 1,701,577	\$ 126,735	\$ 1,574,842
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 579,314	\$ 609,664	\$ 2,246,515	\$ 2,244,127	(2,388)
Professional Fees	45,645	214,680	264,321	1,078,402	814,081
Purchased & Contracted Services	16,392	26,798	115,345	155,788	40,443
Supplies, Materials & Utilities	2,154,438	2,915,689	8,343,249	8,666,221	322,972
Rentals	-	334	522	1,667	1,145
Maintenance, Repairs & Parts	67,937	155,481	624,362	776,846	152,484
General & Administrative Expenses	26,566	47,466	134,456	237,386	102,930
TOTAL OPERATING EXPENSES	\$ 2,890,292	\$ 3,970,112	\$ 11,728,770	\$ 13,160,437	\$ 1,431,667
NON-OPERATING EXPENSES	\$ 1,273,815	\$ 1,203,056	\$ 6,443,422	\$ 6,355,061	\$ (88,361)
TOTAL EXPENSES	\$ 4,164,107	\$ 5,173,168	\$ 18,172,192	\$ 19,515,498	\$ 1,343,306
NET REVENUES OVER EXPENSES	\$ 656,957	\$ (1,061,041)	\$ 13,021,381	\$ 8,475,777	\$ 4,545,604
CAPITAL IMPROVEMENTS	\$ 18,131	\$ 220,343	\$ 154,418	\$ 1,480,860	\$ 1,326,442
OTHER SOURCES (USES)*					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Principal	(19,899,167)	(19,899,167)	(25,798,750)	(25,798,750)	(36,222,917)
General Fund	18,746,970	18,746,970	18,746,970	18,746,970	18,666,499
Debt Service Reserve	(1,302,167)	(1,302,167)	(1,302,167)	(1,302,167)	(1,302,167)
Transfer to Repair and Replacement Fund	(860,000)	(860,000)	(930,820)	(930,820)	(4,330,820)
Incoming to Repair and Replacement Fund	860,000	860,000	860,000	860,000	4,260,000
Accounts Receivable-Uncollected***	(1,740,705)	-	959,447	-	959,447
TOTAL OTHER SOURCES (USES)	\$ (4,195,069)	\$ (2,454,364)	\$ (7,465,321)	\$ (8,424,767)	\$ 959,447
NET CASH BASIS SOURCES (USES)	\$ (3,556,243)	\$ (3,735,748)	\$ 5,401,642	\$ (1,429,850)	\$ 6,831,493

*Revenues include actual billings including short-pays and failure to pays.

**Includes interest & penalty on Past Due Accounts Receivable.

*** Total Past Due Receivables 60+ days at 1/31/2026

\$ 7,042,222

San Jacinto River Authority - Woodlands Summary
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

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

	January		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 3,128,120	\$ 2,971,004	\$ 19,807,907	\$ 19,914,131	\$ (106,224)	\$ 50,121,547
OTHER REVENUES	\$ 260,765	\$ 47,680	\$ 1,322,573	\$ 238,227	\$ 1,084,346	\$ 571,700
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 961,163	\$ 1,091,996	\$ 3,651,092	\$ 4,019,416	\$ 368,324	\$ 9,502,546
Professional Fees	129,487	54,014	470,459	272,351	(198,108)	650,625
Purchased & Contracted Services	1,083,043	861,669	7,538,491	6,980,274	(558,217)	17,781,275
Supplies, Materials & Utilities	468,912	474,551	2,252,345	2,677,990	425,645	6,570,895
Rentals	10,958	1,001	10,958	5,000	(5,958)	12,000
Maintenance, Repairs & Parts	146,596	708,079	660,939	3,537,845	2,876,906	8,490,150
General & Administrative Expenses	95,856	112,096	364,870	412,317	47,447	974,744
TOTAL OPERATING EXPENSES	\$ 2,896,015	\$ 3,303,406	\$ 14,949,154	\$ 17,905,193	\$ 2,956,039	\$ 43,982,234
NON-OPERATING EXPENSES	\$ 101,487	\$ 101,487	\$ 518,242	\$ 518,242	-	\$ 1,228,598
TOTAL EXPENSES	\$ 2,997,502	\$ 3,404,893	\$ 15,467,396	\$ 18,423,435	\$ 2,956,039	\$ 45,210,832
NET REVENUES OVER EXPENSES	\$ 391,383	\$ (386,209)	\$ 5,663,084	\$ 1,728,923	\$ 3,934,161	\$ 5,482,415
CAPITAL IMPROVEMENTS	\$ 365,937	\$ 3,299,418	\$ 806,244	\$ 8,145,472	\$ 7,339,228	\$ 40,066,058
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,681,961
Bond Principal	(347,500)	(347,500)	(1,726,250)	(1,726,250)	-	(4,158,750)
Lease Principal	(788)	(788)	(3,920)	(3,920)	-	(9,487)
Transfer to Repair and Replacement Fund	(450,000)	(450,000)	(2,411,060)	(2,411,060)	-	(6,061,060)
Incoming to Repair and Replacement Fund	450,000	450,000	2,350,000	2,350,000	-	6,000,000
TOTAL OTHER SOURCES (USES)	\$ (348,288)	\$ (348,288)	\$ (1,791,230)	\$ (1,791,230)	\$ -	\$ 33,452,664
NET CASH BASIS SOURCES (USES)	\$ (322,842)	\$ (4,033,915)	\$ 3,065,610	\$ (8,207,779)	\$ 11,273,389	\$ (1,130,979)

San Jacinto River Authority - Flood Management
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

	January		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 66,991	\$ 320,000	\$ 334,714	\$ (14,714)	\$ 803,250
OTHER REVENUES	\$ 3,973	\$ 65,031	\$ 23,031	\$ 324,922	\$ (301,891)	\$ 779,750
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 70,356	\$ 77,646	\$ 263,601	\$ 285,748	\$ 22,147	\$ 675,548
Professional Fees	392	115,843	2,752	578,796	576,044	1,389,000
Purchased & Contracted Services	11	4,677	236	23,366	23,130	56,075
Supplies, Materials & Utilities	2,118	5,275	10,990	29,354	18,364	66,244
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	1,251	2,141	6,251	4,110	15,000
General & Administrative Expenses	5,564	9,913	25,778	49,576	23,798	119,001
TOTAL OPERATING EXPENSES	\$ 78,441	\$ 214,605	\$ 305,498	\$ 973,091	\$ 667,593	\$ 2,320,867
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 78,441	\$ 214,605	\$ 305,498	\$ 973,091	\$ 667,593	\$ 2,320,867
NET REVENUES OVER EXPENSES	\$ (74,468)	\$ (82,583)	\$ 37,533	\$ (313,455)	\$ 350,988	\$ (737,867)
CAPITAL IMPROVEMENTS	\$ 45,148	\$ 41,283	\$ 137,200	\$ 209,707	\$ 72,507	\$ 498,440
OTHER SOURCES (USES)						
Cash Carry Forward-Partner Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET CASH BASIS SOURCES (USES)	\$ (119,616)	\$ (123,866)	\$ (99,667)	\$ (523,162)	\$ 423,495	\$ (1,236,307)

San Jacinto River Authority - Bear Branch
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

	January		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ -	\$ 760,728	\$ 760,728	\$ -	\$ 760,728
OTHER REVENUES	\$ 7,461	\$ 66,445	\$ 35,850	\$ 332,060	\$ (296,210)	\$ 796,900
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 22,554	\$ 22,433	\$ 87,440	\$ 82,515	\$ (4,925)	\$ 195,070
Professional Fees	-	4,504	15,206	22,502	7,296	54,000
Purchased & Contracted Services	-	6,408	-	14,264	14,264	29,493
Supplies, Materials & Utilities	278	471	1,140	2,354	1,214	5,650
Rentals	-	417	-	2,084	2,084	5,000
Maintenance, Repairs & Parts	5,986	19,808	65,094	98,966	33,872	237,500
General & Administrative Expenses	2,882	5,404	16,724	22,268	5,544	52,671
TOTAL OPERATING EXPENSES	\$ 31,700	\$ 59,445	\$ 185,604	\$ 244,953	\$ 59,349	\$ 579,385
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 31,700	\$ 59,445	\$ 185,604	\$ 244,953	\$ 59,349	\$ 579,385
NET REVENUES OVER EXPENSES	\$ (24,239)	\$ 7,000	\$ 610,974	\$ 847,835	\$ (236,861)	\$ 978,243
CAPITAL IMPROVEMENTS	\$ 9,453	\$ 101,214	\$ 22,739	\$ 505,857	\$ 483,118	\$ 1,214,000
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
Operating Reserve Fund	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
NET CASH BASIS SOURCES (USES)	\$ (33,692)	\$ (94,214)	\$ 588,235	\$ 341,978	\$ 246,257	\$ 841,522

San Jacinto River Authority - Region H
Actual to Budget Comparison
For the Five Months Ending January 31, 2026

	January		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES	\$ 474	\$ 44,371	\$ 2,552	\$ 221,694	\$ (219,142)
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees	-	43,895	(127,162)	219,318	346,480
Purchased & Contracted Services	-	509	1,447	2,542	1,095
Supplies, Materials & Utilities	11	8	22	42	20
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-
General & Administrative Expenses	-	-	-	-	-
TOTAL OPERATING EXPENSES	\$ 11	\$ 44,412	\$ (125,693)	\$ 221,902	\$ 347,595
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 11	\$ 44,412	\$ (125,693)	\$ 221,902	\$ 347,595
NET REVENUES OVER EXPENSES	\$ 463	\$ (41)	\$ 128,245	\$ (208)	\$ 128,453
CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ 500
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 500
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ 500
NET CASH BASIS SOURCES (USES)	\$ 463	\$ (41)	\$ 128,245	\$ (208)	\$ 128,453

Item No.	Agenda Item	Date
6.3	Consider approval of the Quarterly Investment Report for the Quarter Ended February 28, 2026.	03/26/2026

BACKGROUND INFORMATION

The Quarterly Investment Report presents the investment balances and activity for San Jacinto River Authority funds, including investment strategy for each fund, in compliance with the provisions of the San Jacinto River Authority Investment Policy and the Public Funds Investment Act (Chapter 2256, Government Code).

FUNDING SOURCE: N/A

ATTACHMENTS: Quarterly Investment Report

RECOMMENDED ACTION

Approve the quarterly investment report for the quarter ended February 28, 2026.

San Jacinto River Authority



Unaudited Investment Report

For the Second Quarter Ended February 28, 2026

The investment balances and activity as reflected in the attached quarterly investment report comply with both current Investment Policy of the San Jacinto River Authority, including investment strategy for each fund, and the provisions of the Public Funds Investment Act (Chapter 2256).

APPROVED BY:

Pam J. Steiger

Pam J. Steiger, CPA
Investment Officer

03/10/2026

Date

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Second Quarter Ended February 28, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/ BOOK VALUE GAIN/LOSS	FMV/ BOOK VALUE 02/28/26	FACE AMOUNT 02/28/26	FMV/YIELD 02/28/26
Groundwater Reduction Plan	*337		\$ 38,995.33		3.7506%
Groundwater Reduction Plan	*162		1,618,480.00		3.7133%
Groundwater Reduction Plan	*024		19,851,210.59		3.7391%
			<u>(7,325,734.00)</u>		
			<u>\$ 14,182,951.92</u>		
<i>Less: Operating Reserve Fund-Groundwater Reduction Plan</i>					
Groundwater Reduction Plan Series-2009 Debt Service Fund	*045		\$ 896,298.38		3.7391%
Groundwater Reduction Plan-Series-2011 Debt Service Fund	*028		2,547,207.33		3.7391%
Groundwater Reduction Plan Series-2011A Debt Service Fund	*031		2,011,603.87		3.7391%
Groundwater Reduction Plan Series-2012 Debt Service Fund	*034		4,866,489.95		3.7391%
Groundwater Reduction Plan Series-2012A Debt Service Fund	*041		3,230,543.56		3.7391%
Groundwater Reduction Plan Series-2016 Debt Service Fund	*016		57,025.04		3.7365%
Groundwater Reduction Plan Series-2013 Debt Service Fund	*043		1,069,719.26		3.7391%
SJRA GRP Debt Service Reserve Fund	*005		31,683,738.72		3.6305%
			<u>\$ 46,362,626.11</u>		
Groundwater Reduction Plan-Repair and Replacement Fund	*706		\$ 25,018.00		3.7506%
Groundwater Reduction Plan-Repair and Replacement Fund	*050		\$ 7,754,297.76		3.7391%
			<u>\$ 7,779,315.76</u>		
			<u>\$ 7,325,734.00</u>		
			<u>\$ 7,325,734.00</u>		
<i>Operating Reserve Fund - Groundwater Reduction Plan</i>					
Groundwater Reduction Plan-Emergency Reserves	*049		\$ 2,320,424.38		3.7391%
			<u>\$ 2,320,424.38</u>		
			<u>\$ 77,971,052.17</u>		
		SUBTOTAL			

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Second Quarter Ended February 28, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/ BOOK VALUE GAIN/LOSS	FMV/ BOOK VALUE 02/28/26	FACE AMOUNT 02/28/26	FMV/YIELD 02/28/26
Woodlands Operating Fund	*465			\$ 42,530.92	3.7506%
Woodlands Operating Fund	*698			5,351,998.11	3.7133%
Woodlands Operating Fund	*014			9,635,720.27	3.7391%
<i>Less: Operating Reserve Fund-Woodlands</i>				<u>(5,599,152.00)</u>	
				<u>\$ 9,431,097.30</u>	
Wastewater Debt Service Fund	*129			\$ 262,458.63	3.7133%
Water Debt Service Fund	*377			516,159.05	3.7133%
Wastewater Debt Service Fund	*011			21,540.59	3.7391%
Water Debt Service Fund	*005			41,705.70	3.7391%
Woodlands 2017 Water Debt Service Fund	*048			907,157.52	3.7391%
Woodlands 2017 Water Debt Service Reserve Fund	*503			1.86	0.0000%
Woodlands 2017 Water Debt Service Reserve Fund	*052			2,389,994.34	3.7391%
				<u>\$ 4,139,017.69</u>	
Future Facilities Fund	*098			\$ 22,728.20	3.7506%
Future Facilities Fund	*021			4,152,108.84	3.7391%
Future Facilities Fund	*034			1,162,104.54	3.7365%
				<u>\$ 5,336,941.58</u>	
Woodlands 2017 Water Construction Fund	*657			\$ 18,291.34	3.7506%
Woodlands 2017 Water Construction Fund	*047			5,366,215.07	3.7391%
Woodlands 2017 Construction Fund	*281			4.52	0.0000%
Woodlands 2017 Water Escrow Fund	*901			21,531,351.59	3.5010%
				<u>\$ 26,915,862.52</u>	
Woodlands Repair and Replacement Fund	*983			\$ 34,669.71	3.7506%
Woodlands Repair and Replacement Money Mkt	*891			11,586,080.81	3.7506%
Woodlands Repair and Replacement Fund	*037			17,736,261.94	3.7391%
				<u>\$ 29,357,012.46</u>	
<i>Operating Reserve Fund - Woodlands</i>				<u>\$ 5,599,152.00</u>	
				<u>\$ 5,599,152.00</u>	
Woodlands Division Contingency Fund-Investments	*332			\$ 1,053,768.03	3.4840%
Woodlands Emergency Reserve Fund	*022			1,850,905.83	3.7391%
Woodlands Emergency Reserve Fund	*148			12,166.42	3.7506%
				<u>\$ 2,916,840.28</u>	
				<u>\$ 83,695,923.83</u>	
				<u>\$ 222,245,444.92</u>	
				<u><u>SUBTOTAL</u></u>	
				<u><u>TOTAL</u></u>	

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Second Quarter Ended February 28, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/BOOK VALUE 11/30/25	SECURITIES PURCHASED	FACE AMOUNT 11/30/25	INTEREST EARNED	FMV/BOOK VALUE 02/28/26
General Operating Fund	*457	\$ 43,620.33				\$ 42,830.29
General Operating Fund	*680	4,987,426.30				5,347,352.91
Payroll Account	*188	750,086.32				756,884.75
General Fund Money Market	*883	639,580.11				645,504.95
General Operating Fund	*015	7,892,062.15				10,728,589.07
Raw Water Capital	*024	233,032.06				225,204.64
General Operating Cash		\$ 14,545,807.27				\$ 17,746,366.61
Bear Branch Reservoir System	*122	\$ 974,661.61				\$ 891,009.36
Bear Branch Reservoir System	*020	72,037.80				3,940.50
Bear Branch Reservoir System	*012	6,461.37				6,521.11
Bear Branch Operating Reserve	*051	100,696.31				101,628.12
Bear Branch Repair & Replacement Fund	*401	1,286,525.99				1,296,444.80
		\$ 2,440,383.08				\$ 2,299,543.89
Credit Card Account	*844	\$ 91,345.62				\$ 133,263.17
Flexible Spending Checking	*161	41,233.80				106,297.72
Health Reimbursement Account	*459	832,773.88				791,692.43
General Operating Fund Debt Service Fund	*100	653,917.11				1,566,487.73
General Operating Fund Debt Service Reserve Fund	*325	5,150,399.25				5,234,132.77
		\$ 6,769,669.66				\$ 7,831,873.82
Upper San Jacinto River Basin Reg Sedimentation	*492	\$ 180,940.56				\$ 182,616.73
Spring Creek Watershed FC Dams FS	*518	4,473.39				4,514.83
Upper San Jacinto River Basin Reg Sedimentation (Escrow)	*932	191,032.94				192,667.87
Spring Creek Watershed FC Dams FS (Escrow)	*930	234,982.03				237,003.26
LC-LH Joint Reservoir Ops Study (Escrow)	*931	573,136.42				578,041.75
		\$ 1,184,575.34				\$ 1,194,844.44
Region H Studies-Water Development Fund	*219	\$ 4,429.68				\$ 4,469.68
Region H Studies-General Fund	*130	891.96				959.56
Region H Studies-General Fund	*017	144,698.77				144,508.09
Region H Studies-Water Development Fund	*018	-				-
		\$ 150,020.41				\$ 149,937.33
Repair & Replacement Reserve Fund-General & Administration	*721	\$ 1,943,490.35				\$ 2,688,586.24
Repair & Replacement Reserve Fund-General & Administration-IT	*101	695,050.47				688,124.88
Repair & Replacement Reserve Fund-General & Administration-SCADA	*119	358,234.25				157,263.85
Repair & Replacement Reserve Fund-Highlands	*739	4,582,586.13				4,340,541.17
Repair & Replacement ICS Fund-Highlands	*119	11,646,401.42				11,753,351.66
Repair & Replacement Reserve Fund-Lake Conroe	*747	3,273,245.31				4,303,493.23
Flood Management Project Fund	*155	-				-
Raw Water Project Fund	*163	-				-
		\$ 22,499,007.93				\$ 24,454,748.32
Emergency Reserve Fund-General & Administration	*001	\$ 589,071.45				\$ 774,917.29
Emergency Reserve Fund-Highlands	*002	1,272,409.27				1,283,856.13
Emergency Reserve Fund-Highlands	*206	1,835,210.41				1,735,118.30
Emergency Reserve Fund-Lake Conroe	*003	2,945,355.89				3,107,262.79
		\$ 6,642,047.02				\$ 6,901,154.51
SUBTOTAL		\$ 54,231,510.71	\$ -	\$ -	\$ -	\$ 60,578,468.92

*Detail schedule Page 9

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Second Quarter Ended February 28, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/BOOK VALUE 11/30/25	SECURITIES PURCHASED	FACE AMOUNT 11/30/25	INTEREST EARNED	FMV/BOOK VALUE 02/28/26
Groundwater Reduction Plan	*337	\$ 41,744.10				\$ 38,995.33
Groundwater Reduction Plan	*162	2,802,281.33				1,618,480.00
		\$ 2,844,025.43	\$ -	\$ -	\$ -	\$ 1,657,475.33
Groundwater Reduction Plan	*024	\$ 43,222,465.97				\$ 19,851,210.59
Groundwater Reduction Plan-Series-2011 Debt Service Fund	*028	1,074,345.66				2,547,207.33
Groundwater Reduction Plan Series-2011A Debt Service Fund	*031	850,760.58				2,011,603.87
Groundwater Reduction Plan Series-2012 Debt Service Fund	*034	2,055,683.03				4,866,489.95
Groundwater Reduction Plan Series-2012A Debt Service Fund	*041	1,758,261.99				3,230,543.56
Groundwater Reduction Plan Series-2013 Debt Service Fund	*043	469,696.55				1,069,719.26
Groundwater Reduction Plan Series-2009 Debt Service Fund	*045	383,073.43				896,298.38
Groundwater Reduction Plan Series-2016 Debt Service Fund	*016	24,073.19				57,025.04
SJRA GRP Debt Service Reserve Fund	*005	30,106,771.64				31,683,738.72
Groundwater Reduction Plan-Repair and Replacement Fund	*706	2,492.55				25,018.00
Groundwater Reduction Plan-Repair and Replacement Fund	*050	6,895,187.61				7,754,297.76
Groundwater Reduction Plan-Emergency Reserves	*049	2,299,150.37				2,320,424.38
		\$ 89,141,962.57	\$ -	\$ -	\$ -	\$ 76,313,576.84
SUBTOTAL		\$ 91,985,988.00	\$ -	\$ -	\$ -	\$ 77,971,052.17



SJRA - Cover Page
12/01/2025 - 02/28/2026

Report:
Date:

Account	Market Yield	Beginning Book Value	Beginning Market Value	Change In Market Value	Deposits or Withdrawals	Ending Book Value	Ending Market Value
Operating Reserves							
SJRA Woodlands Cont. Reserve	3.484	1,048,414.80	1,048,989.19	4,778.84	0.00	1,053,039.94	1,053,768.02
		\$ 1,048,414.80	\$ 1,048,989.19	\$ 4,778.84	\$ -	\$ 1,053,039.94	\$ 1,053,768.02
Debt Service Reserve Funds							
SJRA General DSRF	3.491	5,148,150.14	5,150,399.25	83,733.26	0.00	5,231,112.38	5,234,132.51
SJRA Woodlands TWDB 17 Bond	0.000	5,136.85	5,136.85	(5,134.99)	(5,165.49)	1.86	1.86
		\$ 5,153,286.99	\$ 5,155,536.10	\$ 78,598.27	\$ (5,165.49)	\$ 5,231,114.24	\$ 5,234,134.37
Construction Funds							
SJRA 2017 Construction Funds	3.501	21,318,036.71	21,306,705.96	224,645.63	0.00	21,529,445.80	21,531,351.59
SJRA Woodlands 2017 Const	0.000	45,471.64	45,471.64	(45,467.12)	(42,536.19)	4.52	4.52
		\$ 21,363,508.35	\$ 21,352,177.60	\$ 179,178.51	\$ (42,536.19)	\$ 21,529,450.32	\$ 21,531,356.11
---	3.499	27,565,210.14	27,556,702.89	262,555.61	(47,701.68)	27,813,604.50	27,819,258.50

* Grouped by: Account

* Groups Sorted by: Account

* Weighted by: Ending Market Value + Accrued



Report: SIRA - Holdings

Account: SIRA-AGG (36250)

Date: 12/01/2025 - 02/28/2026

SIRA Woodlands TWDB 17 Bond

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
SIRA Woodlands TWDB 17 Bond	31846V807	U.S. Bancorp	02/28/2026	AAAm	Aaa	AAA	5,123.21	5,123.21	0.00	0.00	0.00	0.00	0.00
SIRA Woodlands TWDB 17 Bond	CCYUSD		02/28/2026	AAA	Aaa	AAA	13.64	13.64	0.00	1.86	0.00	0.00	1.86
SIRA Woodlands TWDB 17 Bond			02/28/2026	AAA	Aaa	AAA	5,136.85	5,136.85	0.00	1.86	0.00	0.00	1.86

SIRA Woodlands Cont. Reserve

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
SIRA Woodlands Cont. Reserve	31846V807	U.S. Bancorp	02/28/2026	AAAm	Aaa	AAA	34,232.53	34,232.53	0.00	0.00	34,426.54	0.00	34,426.54
SIRA Woodlands Cont. Reserve	CCYUSD		02/28/2026	AAA	Aaa	AAA	100.84	100.84	0.00	0.00	87.09	0.00	87.09
SIRA Woodlands Cont. Reserve	9128286L9	United States	03/31/2026	AA+	Aa1	AA+	572,086.37	574,306.22	2,203.64	574,404.79	5,402.47	5,402.47	579,807.26
SIRA Woodlands Cont. Reserve	912828Y69	United States	09/30/2026	AA+	Aa1	AA+	442,519.45	441,806.55	1,245.54	444,220.09	444,849.61	3,053.57	447,903.18
SIRA Woodlands Cont. Reserve			06/15/2026	AA+	Aa1	AA+	1,048,989.19	1,048,414.80	3,449.18	1,053,039.94	1,053,768.02	8,456.04	1,062,224.07

SIRA Woodlands 2017 Const

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
SIRA Woodlands 2017 Const	31846V807	U.S. Bancorp	02/28/2026	AAAm	Aaa	AAA	45,338.28	45,338.28	0.00	0.00	0.00	0.00	0.00
SIRA Woodlands 2017 Const	CCYUSD		02/28/2026	AAA	Aaa	AAA	133.36	133.36	0.00	4.52	0.00	0.00	4.52
SIRA Woodlands 2017 Const			02/28/2026	AAA	Aaa	AAA	45,471.64	45,471.64	0.00	4.52	0.00	0.00	4.52

SIRA General DSRF

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
SIRA General DSRF	91282CJ51	United States	12/31/2025	AA+	WR	AA+	525,175.79	524,979.59	9,337.30	0.00	899,864.76	0.00	899,864.76
SIRA General DSRF	31846V807	U.S. Bancorp	02/28/2026	AAAm	Aaa	AAA	300,488.40	300,488.40	0.00	0.00	899,864.76	0.00	899,864.76
SIRA General DSRF	CCYUSD		02/28/2026	AAA	Aaa	AAA	882.36	882.36	0.00	0.00	2,276.44	0.00	2,276.44
SIRA General DSRF	9128286L9	United States	03/31/2026	AA+	Aa1	AA+	496,356.58	497,466.41	1,916.21	499,089.15	4,697.80	4,697.80	504,180.22
SIRA General DSRF	9128287B0	United States	06/30/2026	AA+	Aa1	AA+	618,315.43	615,907.74	4,904.04	619,757.88	621,423.34	1,942.33	623,365.67
SIRA General DSRF	912828Y69	United States	09/30/2026	AA+	Aa1	AA+	344,181.80	343,627.32	968.75	345,504.52	345,994.14	2,375.00	348,369.14
SIRA General DSRF	912828YX2	United States	12/31/2026	AA+	Aa1	AA+	548,975.00	549,197.52	4,101.09	551,884.38	551,508.68	1,624.31	553,508.68
SIRA General DSRF	91282CME8	United States	12/31/2026	AA+	Aa1	AA+	2,316,732.63	2,314,914.07	40,906.25	2,312,983.67	2,313,207.03	16,201.66	2,329,408.69
SIRA General DSRF			09/15/2026	AA+	Aa1	AA+	5,148,180.14	5,148,180.14	62,133.63	5,231,112.38	5,234,132.51	26,841.10	5,260,973.61

SIRA 2017 Construction Funds

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
SIRA 2017 Construction Funds	9128285T3	United States	12/31/2025	AA+	WR	AA+	1,847,987.00	1,848,214.21	20,322.35	0.00	0.00	0.00	0.00
SIRA 2017 Construction Funds	912797RU3	United States	02/26/2026	A-1+	P-1	F1+	991,082.50	991,082.50	0.00	0.00	0.00	0.00	0.00
SIRA 2017 Construction Funds	316175504	FMR LLC	02/28/2026	AAAm	Aaa	AAA	621,508.48	621,508.48	0.00	3,536,351.75	3,536,351.75	0.00	3,536,351.75
SIRA 2017 Construction Funds	CCYUSD		02/28/2026	AAA	Aaa	AAA	13,204.00	13,204.00	0.00	16,605.92	16,605.92	0.00	16,605.92
SIRA 2017 Construction Funds	912797SC2	United States	03/26/2026	A-1+	P-1	F1+	988,159.79	988,255.63	0.00	997,446.88	997,585.87	0.00	997,585.87
SIRA 2017 Construction Funds	912797SM0	United States	04/23/2026	A-1+	P-1	F1+	985,435.85	985,481.52	0.00	994,619.03	994,791.26	0.00	994,791.26
SIRA 2017 Construction Funds	912797Q80	United States	05/14/2026	A-1+	P-1	F1+	983,354.46	983,354.46	0.00	992,726.26	992,726.26	0.00	992,726.26
SIRA 2017 Construction Funds	912797QX8	United States	06/11/2026	A-1+	P-1	F1+	980,978.67	981,246.67	0.00	990,022.84	990,022.84	0.00	990,022.84
SIRA 2017 Construction Funds	912797RF6	United States	07/09/2026	A-1+	P-1	F1+	978,696.67	978,931.95	0.00	987,550.70	987,254.92	0.00	987,254.92
SIRA 2017 Construction Funds	912797RG4	United States	08/06/2026	A-1+	P-1	F1+	975,735.04	976,190.62	0.00	984,831.12	984,682.13	0.00	984,682.13
SIRA 2017 Construction Funds	912797RS8	United States	09/03/2026	A-1+	P-1	F1+	973,332.78	973,332.78	0.00	982,322.25	982,130.72	0.00	982,130.72
SIRA 2017 Construction Funds	912797SA6	United States	10/01/2026	A-1+	P-1	F1+	970,471.47	971,141.11	0.00	979,684.86	979,601.30	0.00	979,601.30
SIRA 2017 Construction Funds	912828Z78	United States	10/31/2026	AA+	Aa1	AA+	1,391.57	981,804.69	0.00	987,179.08	987,011.72	5,431.63	992,443.35
SIRA 2017 Construction Funds	912828Y07	United States	11/30/2026	AA+	Aa1	AA+	34.34	976,750.00	0.00	982,994.70	982,968.75	3,125.00	986,093.75
SIRA 2017 Construction Funds	91282CDK4	United States	12/31/2026	AA+	Aa1	AA+	5,230.98	975,039.06	0.00	981,200.38	981,367.19	2,071.82	983,439.01
SIRA 2017 Construction Funds	91282CDQ1	United States	12/31/2026	AA+	Aa1	AA+	976,754.91	976,093.75	5,013.59	981,592.86	981,738.28	1,201.66	982,939.94
SIRA 2017 Construction Funds	912828Z78	United States	01/31/2027	AA+	Aa1	AA+	4,765.19	984,004.53	0.00	983,906.25	983,906.25	50.95	983,957.20
SIRA 2017 Construction Funds	91282CEC1	United States	02/28/2027	AA+	Aa1	AA+	1,064.56	969,691.79	0.00	969,691.79	969,691.79	2,609.89	972,590.36
SIRA 2017 Construction Funds	912828ZE3	United States	03/31/2027	AA+	Aa1	AA+	335,357.42	338,143.46	149.86	338,290.04	338,290.04	584.94	338,874.98
SIRA 2017 Construction Funds	912828ZK3	United States	04/30/2027	AA+	Aa1	AA+	1,913,418.26	1,911,718.76	27.47	1,927,468.90	1,928,242.19	2,500.00	1,930,742.19
SIRA 2017 Construction Funds	912828Z52	United States	05/31/2027	AA+	Aa1	AA+	1,898,671.88	1,900,683.15	2,506.79	1,915,009.32	1,916,093.75	600.83	1,916,694.58
SIRA 2017 Construction Funds	91282CAD3	United States	07/31/2027	AA+	Aa1	AA+	21,306,705.96	21,318,036.71	40,506.71	21,529,445.80	21,531,351.59	18,176.73	21,549,528.31
SIRA 2017 Construction Funds			10/11/2026	AAA	Aaa	AAA	21,306,705.96	21,318,036.71	40,506.71	21,529,445.80	21,531,351.59	18,176.73	21,549,528.31

Summary

Account	Identifier	Ultimate Parent Description	Final Maturity	S&P Rating	Moody's Rating	Fitch Rating	Amortized Cost Beginning Date	Market Value Beginning Date	Accrued Interest Beginning Date	Amortized Cost Ending Date	Market Value Ending Date	Accrued Interest Ending Date	Market Value + Accrued Ending Date
			10/11/2026	AAA	Aa1	AA+	27,565,210.14	27,565,210.14	106,089.52	27,813,604.50	27,819,258.50	53,473.87	27,872,732.37

* Grouped by: Account
 * Groups Sorted by: Account
 * Weighted by: Ending Market Value + Accrued
 * Holdings Displayed by: Lot

Item No.	Agenda Item	Date
6.4	Consider authorizing the General Manager to execute an annual renewal agreement with Hexagon for Hexagon Enterprise Asset Management software.	03/26/2026

BACKGROUND INFORMATION

HxGN EAM is an enterprise asset management platform that helps SJRA track, maintain, and manage physical assets such as equipment, tools, vehicles, and facilities. The system supports work order management, preventive maintenance scheduling, inventory control, procurement, and asset lifecycle management. By centralizing asset data and maintenance activities, HxGN EAM helps improve operational reliability, extend asset life, and ensure regulatory compliance.

Given its critical role in managing maintenance activities, asset records, and operational workflows across the SJRA, the staff is requesting to proceed with the annual software renewal. Continuing the subscription ensures uninterrupted access to the system, vendor support, security updates, and ongoing functionality required to maintain efficient asset management operations.

The contract with Hexagon is for a not-to-exceed amount of \$88,926.71, for a second renewal term beginning May 1, 2026, through April 30, 2027.

FUNDING SOURCE: General Fund

ATTACHMENTS: Hexagon Service Quote Rollup

RECOMMENDED ACTION

Authorize the General Manager to execute an annual renewal agreement with Hexagon in the amount of \$88,926.71, for Hexagon Enterprise Asset Management software. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



Service Site : US00160841
 Site Contact : TRACIE MOORE
 Contact Phone :
 Email Address : tmoore@sira.net
 Service Address : 1577 DAM SITE RD
 City/State/Zip : CONROE TX 77304-4107
 Country : US

Customer ID : SAN JACIN/CONRO US00160841
 Bill To Cust : SAN JACINTO RIVER AUTHORITY
 Bill To Address : 1577 DAM SITE RD
 City/State/Zip : CONROE TX 77304-4107
 Country : US
 Policy Number : DDC550F0
 PO Nbr : RENEWAL QUOTE

Service Type : RENEWAL Q

Period of Performance : 05/01/2026 - 04/30/2027

Billed on the : 1 st Day of each period

Period is defined as : Every 12 Months

Previous Cust Code :

Previous Contract # :

Total Contract Value : \$ 88,926.71

* Totals are exclusive of sales tax. This is NOT AN INVOICE.

Offered By Hexagon ALI

By : _____

Name : Kelly Bergfalk
 Email : kelly.bergfalk@hexagon.com

Address : 305 Intergraph Way
 Madison, AL 35758
 1.864.692.0275

Issue Date : 01/30/2026

Quotes are valid for 90 days from original date of issue. Quote acceptance after 90 days is at the discretion of Hexagon ALI, a division of Intergraph Corporation.

Quote: 0000131075

Accepted By :
 COMPANY _____

By : _____

Name/Title : _____

POC/Phone : _____

POC Email : _____

Date : _____

Messages All services provided hereunder are subject to ALI's Maintenance Service Contract Terms & Conditions (T's & C's) for software (DDCC550F0) unless other specific Terms & Conditions apply and are referenced in the Policy Number field. Copies of the applicable T's & C's may be obtained online at **T's & C's**. * Totals are exclusive of sales tax - This is NOT AN INVOICE. For coverage code explanations, refer to the last page.

Quote Summary Information
SAN JACINTO RIVER AUTHORITY



Service Quote Detail

<u>LI</u>	<u>Srs</u>	<u>Item Number</u>	<u>Description</u>	<u>Site #</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Coverage</u>	<u>Cancel Flag</u>
100		EAM00016	HxGN EAM Enterprise Edition Advanced Reporting Author NU	US00160841	██████████	05/01/2026	04/30/2027	PREM	
200		EAM00152	HxGN EAM Enterprise Edition Advanced Reporting Consumer CU	US00160841	██████████	05/01/2026	04/30/2027	PREM	
300		EAM00356	HxGN EAM Enterprise Edition Mobile DV	US00160841	██████████	05/01/2026	04/30/2027	PREM	
500		EAM00196	HxGN EAM Enterprise Edition for SQL CU	US00160841	██████████	05/01/2026	04/30/2027	PREM	
600		EAM00037	HxGN EAM Enterprise Edition Web Services Connector GNU	US00160841	██████████	11/01/2026	04/30/2027	PREM	

Quote Summary Information
SAN JACINTO RIVER AUTHORITY



Quote Line Notes:

Coverage Code Definitions:

PREM: Premium Service. A monthly maintenance charge. Includes telephone support, bulletin board support and upgrades when made available by Hexagon ALI or a Third Party Software Vendor.

Item No.	Agenda Item	Date
6.5	Consider authorizing the General Manager to execute a contract with Hydro Clear Services, LLC, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.	03/26/2026

BACKGROUND INFORMATION

Firm Name:	Hydro Clear Services, LLC.
Type of Agreement:	General Services Agreement
Service:	Municipal Services
Contract Number:	26-0016-A
<p>Due to emergency response needs and the availability of contractors at varying hours, multiple contracts are being recommended to ensure adequate coverage of the services identified below. Services rendered for all contracts will not exceed the approved and budgeted amounts.</p> <p>The Municipal Services provided under this contract includes sewer line cleaning to remove liquids and solids, the clean out of tanks and basins including aeration basins, lift stations, grit chambers, etc., and the associated legal disposal of the removed debris. Additionally, this contract allows for the vacuuming, pumping, line jetting, and line televising of storm and sewer lines.</p> <p>An additional service provided under this contract is the hydro excavation of material and locating of utilities. These services are used to remove soil and other debris from roadsides and inside of facilities to accurately determine the location of utilities.</p> <p>A Request for Proposals was issued in February 2026 requesting proposals for Municipal Services to be used in the Woodlands and GRP Divisions. After reviewing the proposals, multiple vendors were selected to provide these services to the divisions based on best value to the San Jacinto River Authority (SJRA) regarding pricing, response time, and meeting SJRA and TCEQ specifications for disposal.</p> <p>This contract is for a not-to-exceed amount of \$410,000, for an initial term of one year and the option to renew for two additional one-year terms.</p>	

FUNDING SOURCE: Woodlands and GRP Operating Budgets

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a contract with Hydro Clear Services, LLC, in an amount not to exceed \$325,000 for the Woodlands Division and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



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

**STANDARD FORM OF AGREEMENT
GENERAL SERVICES**

CONTRACT # 26-0016-A

**MUNICIPAL SERVICES
With
Hydro Clear Services LLC**

GENERAL SERVICES AGREEMENT
Contract # 26-0016-A

Project: Municipal Services- Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services,
and Hydro Excavating and Locating of Utilities

Project Location: All SJRA Location

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *General and Administration Division - PO Box 329, Conroe, TX 77305 936-588-3111*
- *Flood Management 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*
- *Highlands Division – PO Box 861, Highlands, TX 77562 281-843-3300*
- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*

(Contact Person / Phone / e-mail) Kim Robbins/ krobbins@sjra.net/ 936-588-7118

and

Contractor: Hydro Clear Services LLC

(Address for Written Notice): 350 Neidigk Sawmill, Magnolia, Texas 77354

(Contact Person / Phone / email): Luke Sonsel / luke@hydroclearservices.com / 281-727-9800/

or Peyton Eaton / peyton@hydroclearservices.com / 281-727-9800

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:

Municipal Services

(Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services, and Hydro Excavating and Locating of Utilities)

All SJRA Divisions

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:

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.

Contractor shall provide quote(s) and/or invoice/s showing unit pricing for all work/work orders or job in accordance with contracted unit pricing rates.

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 includes 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
- Total cost of repair or reconditioning at or below the not-to-exceed price on accepted Proposal.
- 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

A proforma invoice shall be sent to the SJRA Division Manager Representative, as identified in the Notice to Proceed, and include the following:

- Test results verifying correct working conditions for EACH motor repaired or reconditioned must be
-

- received by the SJRA Division Manager Representative before payment will be remitted.
- Test results may either accompany the delivery of the motor or be emailed SAME DAY to the SJRA Division Manager Representative.
- Test results shall contain the Purchase Order number, quotation number and invoice number.

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.

4.4 For purposes of this Agreement, "Final Completion" shall be the point in time when SJRA determines that all Work has been completed and the Agreement fully performed except for those obligations that survive final payment. Upon written notice from Contractor that the entire Work is complete, SJRA will make a final inspection with Contractor and provide written notice of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. SJRA, other third party consultants, and any other governmental entity or public authority with jurisdiction over the project may assist SJRA in the inspection and testing of the Work and Contractor agrees to and shall cooperate with any such consultants or authorities with respect to any such inspections and tests. If, on the basis of observation of the Work during construction, final inspection, and review of the final invoice and accompanying documentation as required by the Contract Documents, SJRA is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, SJRA will pay to Contractor the balance due Contractor under the terms of the Contract. Owner will issue a certificate of Final Completion to Contractor which establishes the Final Completion date. Final payment, constituting the entire unpaid balance of the Contract Price, will be made by the SJRA to Contractor after final completion and acceptance of the Work by the SJRA, and Contractor's execution and delivery to SJRA of the Affidavit of Bills Paid and Waiver and Release. The making and acceptance of final payment will constitute a waiver of all claims by Contractor against SJRA other than those previously made in writing and still unsettled at the time of the final payment.

**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, Pricing Schedule, Pricing Proposal and Addendum

Exhibit B: Insurance Requirements

Exhibit C: Contractor's Certificate of Insurance

Exhibit D: RFP and Scope of Services

Exhibit E: 1295 Forms, Conflict of Interest Questionnaire

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.

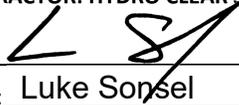
7.4 To the extent there are any conflicts between the terms and provisions of this Agreement and the other Contract Documents, this Agreement shall control.

***** Remainder of Page Left Blank Intentionally *****

**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.

CONTRACTOR: HYDRO CLEAR SERVICES LLC

By: 
Name: Luke Sonsel
Title: COO
Date: 03/11/2026
Tax Identification Number: 86-2519284

SAN JACINTO RIVER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



26-0016-A Hydro Clear Services, LLC - Pricing Schedule				Total Price
Line#	Description	QTY	UOM	Unit
1	Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.			
2	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$210.00
3	Lift Station Top Cleaning	1	Hour	\$350.00
4	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$350.00
5	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$350.00
6	Support Labor Rate, as needed	1	Hour	\$75.00
7	Line Jetting 15" to 60"	1	Hour	\$350.00
8	Line Televising 15" to 60"	1	Hour	\$235.00
9	Hydro Excavating and Locating of Utilities	1	Hour	\$350.00
10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.			
11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$210.00
12	Lift Station Top Cleaning	1	Hour	\$350.00
13	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$350.00
14	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$350.00
15	Support Labor Rate, as needed	1	Hour	\$75.00
16	Line Jetting 15" to 60"	1	Hour	\$350.00
17	Line Televising 15" to 60"	1	Hour	\$235.00
18	Hydro Excavating and Locating of Utilities	1	Hour	\$350.00
19	Set 3 - WEEKEND/HOLIDAY HOURS			
20	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$210.00
21	Lift Station Top Cleaning	1	Hour	\$350.00
22	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$350.00
23	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$350.00
24	Support Labor Rate, as needed	1	Hour	\$75.00
25	Line Jetting 15" to 60"	1	Hour	\$350.00
26	Line Televising 15" to 60"	1	Hour	\$235.00
27	Hydro Excavating and Locating of Utilities	1	Hour	\$350.00
28	Set 4 - ADDITIONAL ITEMS			
29	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.	1	Percent Markup	8%
30	Truck, Support Rate, as needed	1	Hour	\$0.00
31	Liquid Disposal	1	Gallon	\$0.60
32	Dump Fee	1	Each	\$0.00

Hydro Clear Services, LLC Information

Contact: Catherine Tabor
Address: 350 Neidigk Sawmill
Magnolia, TX 77354
Phone: (281) 255-2575
Email: accounting@hydroclearservices.com
Web Address: www.hydroclearservices.com

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

Peyton Eaton
Signature

peyton@hydroclearservices.com
Email

Submitted at 2/23/2026 04:45:34 PM (CT)

Supplier Note

Kim & SJRA Management Team, Thank you for the opportunity to submit our proposal. We appreciate the chance to earn your trust, and we're confident Hydro Clear will be the strongest, most reliable partner for this scope of work for now and years to come.

Requested Attachments

Response Submittal

26-0016 Hydro Clear Services
submittal.pdf

Please upload your Submittal Response, please name your file: 26-0016_Your Company Name_submittal
Please refer to submission requirements RFP 26-0016 pages 18-19.

Certification and Acknowledgement Form

26-0016 Hydro Clear Services
C&A Form.pdf

Please upload your Form, please name your file: 26-0016_Your Company Name_C&A Form

Conflict of Interest Questionnaire

26-0016 Hydro Clear Services
COIQ Form.pdf

Please upload your Form, please name your file: 26-0016_Your Company Name_COIQ Form

Sample Certificate of Insurance

Hydro Clear Services - Certificate
of Insurance - 2026.pdf

Please provide a sample Certificate of Insurance.

Bid Attributes

1	Routine Services Request Reponse Time: What is your Minimum Hour(s) response time when a Notice of Routine Services is requested? <input type="text" value="24 Hours"/>
2	Emergency Services Request Reponse Time: What is your Minimum Hour(s) response time when a Notice of Emergency Services is requested? <input type="text" value="2 Hours"/>

Bid Lines

1 Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.

2 Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: 1 UOM: Cubic Yard Price: Total:
Item Notes: **(Regular Hours 7:00 a.m. to 5:00 p.m.) All-Inclusive Cubic Yard Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).**
Supplier Notes: Price is considered an all-inclusive price which has no surcharges. All labor, equipment, materials, transportation, fuel, disposal etc., are included in the per cubic yard price quoted.

3 Lift Station Top Cleaning
Quantity: 1 UOM: Hour Price: Total:
Item Notes: **(Regular Hours 7:00 a.m. to 5:00 p.m.) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.**
Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

4 Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: 1 UOM: Hour Price: Total:
Item Notes: **(Regular Hours 7:00 a.m. to 5:00 p.m.) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.**
Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

5 Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: 1 UOM: Hour Price: Total:
Item Notes: **(Regular Hours 7:00 a.m. to 5:00 p.m.) All-Inclusive Hourly Rate -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.**
Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials required for standard confined spac, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

6 Support Labor Rate, as needed
Quantity: 1 UOM: Hour Price: Total:
Item Notes: **(Regular Hours 7:00 a.m. to 5:00 p.m.) Hourly Rate - Requires Prior SJRA Authorization.**
Supplier Notes: Our standard rate is \$350 per hour for a three-person crew (one technician and two helpers). If an additional support person is required, the rate is \$75 per person, per hour.

7	Line Jetting 15" to 60"		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
	Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.</u>		
	Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.		

8	Line Televising 15" to 60"		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$235.00"/> Total: <input type="text" value="\$235.00"/>
	Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.</u>		
	Supplier Notes: This rate includes the camera van, all required camera equipment, one camera operator, and one helper. There are no additional surcharges. If jetting is required to clean a line prior to televising, that service is billed separately at the jetting hourly rate noted above. Pricing is per crew, with a four-hour minimum, billed portal-to-portal.		

9	Hydro Excavating and Locating of Utilities		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
	Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.</u>		
	Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.		

10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.
-----------	---

11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)		
	Quantity: <u> 1 </u>	UOM: <u> Cubic Yard </u>	Price: <input type="text" value="\$210.00"/> Total: <input type="text" value="\$210.00"/>
	Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Cubic Yard Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal.</u>		
	Supplier Notes: This price is all-inclusive and carries no surcharges. All labor, equipment, materials, transportation, fuel, disposal, and related costs are included in the per-cubic-yard rate quoted.		

12	Lift Station Top Cleaning		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
	Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.</u>		
	Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.		

1 3	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(After Hours 5:01 p.m. to 6:59 a.m.) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

1 4	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(After Hours 5:01 p.m. to 6:59 a.m.) All-Inclusive Hourly Rate -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials required for standard confined space entry, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

1 5	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
Item Notes:	(After Hours 5:01 p.m. to 6:59 a.m.) Requires Prior SJRA Authorization.
Supplier Notes:	Our standard rate is \$350 per hour for a three-person crew (one technician and two helpers). If an additional support person is required, the rate is \$75 per person, per hour.

1 6	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(After Hours 5:01 p.m. to 6:59 a.m.) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

1 7	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$235.00"/> Total: <input type="text" value="\$235.00"/>
Item Notes:	(After Hours 5:01 p.m. to 6:59 a.m.) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.
Supplier Notes:	This rate includes the camera van, all required camera equipment, one camera operator, and one helper. There are no additional surcharges. If jetting is required to clean a line prior to televising, that service is billed separately at the jetting hourly rate noted above. Pricing is per crew, with a four-hour minimum, billed portal-to-portal.

1 8	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(After Hours 5:00 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.</u>
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

1 9	Set 3 - WEEKEND/HOLIDAY HOURS
----------------	--------------------------------------

2 0	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u> Cubic Yard </u>	Price: <input type="text" value="\$210.00"/> Total: <input type="text" value="\$210.00"/>
Item Notes:	(Weekends/Holidays Hours) <u>All-Inclusive Cubic Yard Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).</u>
Supplier Notes:	This price is all-inclusive and carries no surcharges. All labor, equipment, materials, transportation, fuel, disposal, and related costs are included in the per-cubic-yard rate quoted.

2 1	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.</u>
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

2 2	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.</u>
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

2 3	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes:	(Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.</u>
Supplier Notes:	This rate includes all required equipment and services — the vector truck, support truck, one certified vector operator, two helpers, all materials required for standard confined space entry, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.

2 4	Support Labor Rate, as needed		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
	Item Notes: (Weekends/Holidays Hours) Requires Prior SJRA Authorization.		
Supplier Notes: Our standard rate is \$350 per hour for a three-person crew (one technician and two helpers). If an additional support person is required, the rate is \$75 per person, per hour.			

2 5	Line Jetting 15" to 60"		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
	Item Notes: (Weekends/Holidays Hours) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.		
Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.			

2 6	Line Televising 15" to 60"		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$235.00"/> Total: <input type="text" value="\$235.00"/>
	Item Notes: (Weekends/Holidays Hours) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.		
Supplier Notes: This rate includes the camera van, all required camera equipment, one camera operator, and one helper. There are no additional surcharges. If jetting is required to clean a line prior to televising, that service is billed separately at the jetting hourly rate noted above. Pricing is per crew, with a four-hour minimum, billed portal-to-portal.			

2 7	Hydro Excavating and Locating of Utilities		
	Quantity: <u> 1 </u>	UOM: <u> Hour </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
	Item Notes: (Weekend/Holiday Hours) All-Inclusive Hourly Rate - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.		
Supplier Notes: This rate includes all required equipment and services — the vactor truck, support truck, one certified vactor operator, two helpers, all materials, fuel, and transportation. There are no additional surcharges. Pricing is per crew, per hour, with a four-hour minimum, billed portal-to-portal.			

2 8	Set 4 - ADDITIONAL ITEMS
----------------	---------------------------------

2 9	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.		
	Quantity: <u> 1 </u>	UOM: <u> Percent Markup </u>	Price: <input type="text" value="\$8.00"/> Total: <input type="text" value="\$8.00"/>
	Item Notes: Percent Markup from subcontractor, 3rd party equipment quote. Requires Prior SJRA Authorization.		
Supplier Notes: Traffic control, when required, will be provided at cost plus an 8% markup. This applies only to third-party traffic control services, equipment, or officer personnel needed to safely support the work. Based on our historical experience with SJRA, we anticipate this will be rarely needed and is included solely to cover any direct costs incurred.			

30	Truck, Support Rate, as needed
	Quantity: <u> 1 </u> UOM: <u> Hour </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>
	Item Notes: Requires Prior SJRA Authorization.
Supplier Notes: <input type="text" value="Our standard rate pricing is \$350 per hour and is inclusive of a support truck."/>	

31	Liquid Disposal
	Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: <input type="text" value="\$0.60"/> Total: <input type="text" value="\$0.60"/>
	Item Notes: Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.

32	Dump Fee
	Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>
	Item Notes: Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.
Supplier Notes: <input type="text" value="We do not charge for washout or any related fees."/>	

Response Total: \$6,818.60

Item No.	Agenda Item	Date
6.6	Consider authorizing the General Manager to execute a contract with Magna Flow Environmental, Inc., related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.	03/26/2026
BACKGROUND INFORMATION		
<p>Firm Name: Magna Flow Environmental, Inc.</p> <p>Type of Agreement: General Services Agreement</p> <p>Service: Municipal Services</p> <p>Contract Number: 26-0016-C</p> <p>Due to emergency response needs and the availability of contractors at varying hours, multiple contracts are being recommended to ensure adequate coverage of the services identified below. Services rendered for all contracts will not exceed the approved and budgeted amounts.</p> <p>The Municipal Services provided under this contract includes sewer line cleaning to remove liquids and solids, the clean out of tanks and basins including aeration basins, lift stations, grit chambers, etc., and the associated legal disposal of the removed debris. Additionally, this contract allows for the vacuuming, pumping, line jetting, and line televising of storm and sewer lines.</p> <p>An additional service provided under this contract is the hydro excavation of material and locating of utilities. These services are used to remove soil and other debris from roadsides and inside of facilities to accurately determine the location of utilities.</p> <p>A request for Proposals was issued in February 2026 requesting proposals for Municipal Services to be used in the Woodlands and GRP Divisions. After reviewing the proposal, multiple vendors were selected to provide these services to the divisions based on best value to the San Jacinto River Authority (SJRA) regarding pricing, response time, and meeting SJRA and TCEQ specifications for disposal.</p> <p>This contract is for a not-to-exceed amount of \$410,000, for an initial term of one year and the option to renew for two additional one-year terms.</p>		
FUNDING SOURCE: Woodlands and GRP Operating Budgets		
ATTACHMENTS: Contract		
RECOMMENDED ACTION		
<p>Authorize the General Manager to execute a contract with Magna Flow Environmental, Inc., in an amount not to exceed \$325,000 for the Woodlands Division and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.</p>		



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

**STANDARD FORM OF AGREEMENT
GENERAL SERVICES**

CONTRACT # 26-0016-C

**MUNICIPAL SERVICES
With
Magna Flow Environmental, Inc**

GENERAL SERVICES AGREEMENT
Contract # 26-0016-C

Project: Municipal Services- Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services,
and Hydro Excavating and Locating of Utilities

Project Location: All SJRA Location

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *General and Administration Division - PO Box 329, Conroe, TX 77305 936-588-3111*
- *Flood Management 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*
- *Highlands Division – PO Box 861, Highlands, TX 77562 281-843-3300*
- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*

(Contact Person / Phone / e-mail) Kim Robbins/ krobbins@sjra.net/ 936-588-7118

and

Contractor: Magna Flow Environmental, Inc.

(Address for Written Notice): 14915 HWY 59 N, Humble, Texas 77396

(Contact Person / Phone / email): Clay Hoffpauir / Clay.hoffpauir@magna-flow.com / 281-448-8585/

Or Corey Bostick corey.bostick@magna-flow.com / 281-802-1945

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:

Municipal Services

(Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services, and Hydro Excavating and Locating of Utilities)

All SJRA Divisions

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:

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.

Contractor shall provide quote(s) and/or invoice/s showing unit pricing for all work/work orders or job in accordance with contracted unit pricing rates.

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 includes 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
- Total cost of repair or reconditioning at or below the not-to-exceed price on accepted Proposal.
- 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
-

A proforma invoice shall be sent to the SJRA Division Manager Representative, as identified in the Notice to Proceed, and include the following:

- Test results verifying correct working conditions for EACH motor repaired or reconditioned must be received by the SJRA Division Manager Representative before payment will be remitted.
- Test results may either accompany the delivery of the motor or be emailed SAME DAY to the SJRA Division Manager Representative.
- Test results shall contain the Purchase Order number, quotation number and invoice number.

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.

4.4 For purposes of this Agreement, "Final Completion" shall be the point in time when SJRA determines that all Work has been completed and the Agreement fully performed except for those obligations that survive final payment. Upon written notice from Contractor that the entire Work is complete, SJRA will make a final inspection with Contractor and provide written notice of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. SJRA, other third party consultants, and any other governmental entity or public authority with jurisdiction over the project may assist SJRA in the inspection and testing of the Work and Contractor agrees to and shall cooperate with any such consultants or authorities with respect to any such inspections and tests. If, on the basis of observation of the Work during construction, final inspection, and review of the final invoice and accompanying documentation as required by the Contract Documents, SJRA is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, SJRA will pay to Contractor the balance due Contractor under the terms of the Contract. Owner will issue a certificate of Final Completion to Contractor which establishes the Final Completion date. Final payment, constituting the entire unpaid balance of the Contract Price, will be made by the SJRA to Contractor after final completion and acceptance of the Work by the SJRA, and Contractor's execution and delivery to SJRA of the Affidavit of Bills Paid and Waiver and Release. The making and

acceptance of final payment will constitute a waiver of all claims by Contractor against SJRA other than those previously made in writing and still unsettled at the time of the final payment.

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, Pricing Schedule, Pricing Proposal and Addendum

Exhibit B: Insurance Requirements

Exhibit C: Contractor's Certificate of Insurance

Exhibit D: RFP and Scope of Services

Exhibit E: 1295 Forms, Conflict of Interest Questionnaire

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.

***** Remainder of Page Left Blank Intentionally *****

**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.

CONTRACTOR: MAGNA FLOW ENVIRONMENTAL, INC.

SAN JACINTO RIVER AUTHORITY

By: Corey R Bostick

By: _____

Name: Corey Bostick

Name: _____

Title: Sales Manager

Title: _____

Date: March 10, 2026

Date: _____

Tax Identification Number: 76-0367859



26-0016-C Magna Flow Environmental, Inc. - Pricing Schedule				
Line#	Description	QTY	UOM	Unit
1	Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.	CY		
2	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$300.00
3	Lift Station Top Cleaning	1	Hour	\$350.00
4	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$350.00
5	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$385.00
6	Support Labor Rate, as needed	1	Hour	\$45.00
7	Line Jetting 15" to 60"	1	Hour	\$350.00
8	Line Televising 15" to 60"	1	Hour	\$375.00
9	Hydro Excavating and Locating of Utilities	1	Hour	\$385.00
10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.			
11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$350.00
12	Lift Station Top Cleaning	1	Hour	\$375.00
13	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$375.00
14	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$400.00
15	Support Labor Rate, as needed	1	Hour	\$45.00
16	Line Jetting 15" to 60"	1	Hour	\$375.00
17	Line Televising 15" to 60"	1	Hour	\$400.00
18	Hydro Excavating and Locating of Utilities	1	Hour	\$400.00
19	Set 3 - WEEKEND/HOLIDAY HOURS			
20	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$350.00
21	Lift Station Top Cleaning	1	Hour	\$375.00
22	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$375.00
23	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$400.00
24	Support Labor Rate, as needed	1	Hour	\$45.00
25	Line Jetting 15" to 60"	1	Hour	\$375.00
26	Line Televising 15" to 60"	1	Hour	\$400.00
27	Hydro Excavating and Locating of Utilities	1	Hour	\$400.00
28	Set 4 - ADDITIONAL ITEMS			
29	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.	1	Percent Markup	25%
30	Truck, Support Rate, as needed	1	Hour	\$45.00
31	Liquid Disposal	1	Gallon	\$0.60
32	Dump Fee	1	Each	\$250.00

Magna Flow Environmental, Inc. Information

Contact: Angie Russell
Address: 14915 HWY 59 N
HUMBLE, TX 77396
Phone: (281) 448-8585
Email: angie.russell@magna-flow.com
Web Address: www.magna-flow.com

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

Corey R. Bostick
Signature

corey.bostick@magna-flow.com
Email

Submitted at 2/20/2026 10:24:16 AM (CT)

Requested Attachments

Response Submittal

20-0016 Magna Flow
Environmental Inc Submittal.pdf

Please upload your Submittal Response, please name your file: 26-0016 Your Company Name submittal
Please refer to submission requirements RFP 26-0016 pages 18-19.

Certification and Acknowledgement Form

26-0016 Magna Flow
Environmental Inc C&A.pdf

Please upload your Form, please name your file: 26-0016 Your Company Name C&A Form

Conflict of Interest Questionnaire

26-0016 Magna Flow
Environmental Inc COIQ.pdf

Please upload your Form, please name your file: 26-0016 Your Company Name COIQ Form

Sample Certificate of Insurance

Sample Certificate of
Insurance.pdf

Please provide a sample Certificate of Insurance.

Bid Attributes

1	Routine Services Request Reponse Time: What is your Minimum Hour(s) response time when a Notice of Routine Services is requested? <input type="text" value="24 Hours"/>
2	Emergency Services Request Reponse Time: What is your Minimum Hour(s) response time when a Notice of Emergency Services is requested? <input type="text" value="3 Hours"/>

Bid Lines

1	Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.
---	---

2	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$300.00"/> Total: <input type="text" value="\$300.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

3	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

4	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

5	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$385.00"/> Total: <input type="text" value="\$385.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

6	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>Hourly Rate</u> - Requires Prior SJRA Authorization.	

7	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

8	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

9	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$385.00"/> Total: <input type="text" value="\$385.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.
-----------	---

11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

1 2	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

1 3	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

1 4	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

1 5	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) Requires Prior SJRA Authorization.	

1 6	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

1 7	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

1 8	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (After Hours 5:00 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

1 9	Set 3 - WEEKEND/HOLIDAY HOURS
--------	--------------------------------------

2 0	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u> Cubic Yard </u>	Price: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

2 1	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 2	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 3	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 4	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
Item Notes: (Weekends/Holidays Hours) Requires Prior SJRA Authorization.	

2 5	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$375.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

2 6	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

2 7	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/>
Item Notes: (Weekend/Holiday Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

2 8	Set 4 - ADDITIONAL ITEMS
--------	---------------------------------

2 9	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.
Quantity: <u> 1 </u> UOM: <u> Percent Markup </u>	Price: <input type="text" value="\$25.00"/> Total: <input type="text" value="\$25.00"/>
Item Notes: Percent Markup from subcontractor, 3rd party equipment quote. Requires Prior SJRA Authorization.	

3 0	Truck, Support Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
Item Notes: Requires Prior SJRA Authorization.	

3 1	Liquid Disposal
Quantity: <u> 1 </u> UOM: <u> Gallon </u>	Price: <input type="text" value="\$0.60"/> Total: <input type="text" value="\$0.60"/>
Item Notes: Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.	

3
2

Dump Fee

Quantity: 1 UOM: Each Price: Total:

Item Notes: **Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.**

Response Total: \$8,300.60

Item No.	Agenda Item	Date
6.7	Consider authorizing the General Manager to execute a contract with Superior Hydro Vac related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.	03/26/2026

BACKGROUND INFORMATION

Firm Name: Superior Hydro Vac

Type of Agreement: General Services Agreement

Service: Municipal Services

Contract Number: 26-0016-B

Due to emergency response needs and the availability of contractors at varying hours, multiple contracts are being recommended to ensure adequate coverage of the services identified below. Services rendered for all contracts will not exceed the approved and budgeted amounts.

The Municipal Services provided under this contract includes sewer line cleaning to remove liquids and solids, the clean out of tanks and basins including aeration basins, lift stations, grit chambers, etc., and the associated legal disposal of the removed debris. Additionally, this contract allows for the vacuuming, pumping, line jetting, and line televising of storm and sewer lines.

An additional service provided under this contract is the hydro excavation of material and locating of utilities. These services are used to remove soil and other debris from roadsides and inside of facilities to accurately determine the location of utilities.

A Request for Proposals was issued in February 2026 requesting proposals for Municipal Services to be used in the Woodlands and GRP Divisions. After reviewing the proposals, multiple vendors were selected to provide these services to the divisions based on best value to the San Jacinto River Authority (SJRA) regarding pricing, response time, and meeting SJRA and TCEQ specifications for disposal.

This contract is for a not-to-exceed amount of \$410,000, for an initial term of one year and the option to renew for two additional one-year terms.

FUNDING SOURCE: Woodlands and GRP Operating Budgets

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a contract with Superior Hydro Vac, in an amount not to exceed \$325,000 for the Woodlands Division and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



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

**STANDARD FORM OF AGREEMENT
GENERAL SERVICES**

CONTRACT # 26-0016-B

**MUNICIPAL SERVICES
with
ASPS Holdings LLC dba
Superior Hydrovac**

GENERAL SERVICES AGREEMENT
Contract # 26-0016-A

Project: Municipal Services- Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services,
and Hydro Excavating and Locating of Utilities

Project Location: All SJRA Location

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *General and Administration Division - PO Box 329, Conroe, TX 77305 936-588-3111*
- *Flood Management 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*
- *Highlands Division – PO Box 861, Highlands, TX 77562 281-843-3300*
- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*

(Contact Person / Phone / e-mail) Kim Robbins/ krobbins@sjra.net/ 936-588-7118

and

Contractor: ASPC Holdings LLC dba Superior Hydrovac

(Address for Written Notice): 10101 N Saginaw Blvd, Fort Worth, Texas 76179

(Contact Person / Phone / email): Christopher Aguirre/ Christopher.Aguirre@thesuperiorhydrovac.com /817-201-6342

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:

Municipal Services

(Pumping, Vacuuming, Line Jetting, Line Television, Disposal Services, and Hydro Excavating and Locating of Utilities)

All SJRA Divisions

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:

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.

Contractor shall provide quote(s) and/or invoice/s showing unit pricing for all work/work orders or job in accordance with contracted unit pricing rates.

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 includes 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
- Total cost of repair or reconditioning at or below the not-to-exceed price on accepted Proposal.
- 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

A proforma invoice shall be sent to the SJRA Division Manager Representative, as identified in the Notice to Proceed, and include the following:

- Test results verifying correct working conditions for EACH motor repaired or reconditioned must be
-

- received by the SJRA Division Manager Representative before payment will be remitted.
- Test results may either accompany the delivery of the motor or be emailed SAME DAY to the SJRA Division Manager Representative.
- Test results shall contain the Purchase Order number, quotation number and invoice number.

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.

4.4 For purposes of this Agreement, "Final Completion" shall be the point in time when SJRA determines that all Work has been completed and the Agreement fully performed except for those obligations that survive final payment. Upon written notice from Contractor that the entire Work is complete, SJRA will make a final inspection with Contractor and provide written notice of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. SJRA, other third party consultants, and any other governmental entity or public authority with jurisdiction over the project may assist SJRA in the inspection and testing of the Work and Contractor agrees to and shall cooperate with any such consultants or authorities with respect to any such inspections and tests. If, on the basis of observation of the Work during construction, final inspection, and review of the final invoice and accompanying documentation as required by the Contract Documents, SJRA is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, SJRA will pay to Contractor the balance due Contractor under the terms of the Contract. Owner will issue a certificate of Final Completion to Contractor which establishes the Final Completion date. Final payment, constituting the entire unpaid balance of the Contract Price, will be made by the SJRA to Contractor after final completion and acceptance of the Work by the SJRA, and Contractor's execution and delivery to SJRA of the Affidavit of Bills Paid and Waiver and Release. The making and acceptance of final payment will constitute a waiver of all claims by Contractor against SJRA other than those previously made in writing and still unsettled at the time of the final payment.

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, Pricing Schedule, Pricing Proposal and Addendum

Exhibit B: Insurance Requirements

Exhibit C: Contractor's Certificate of Insurance

Exhibit D: RFP and Scope of Services

Exhibit E: 1295 Forms, Conflict of Interest Questionnaire

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.

***** Remainder of Page Left Blank Intentionally *****

**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.

CONTRACTOR: ASPS HOLDINGS LLC dba SUPERIOR HYDROVAC

By: Joe Russom
Name: Joe Russom
Title: General Manager
Date: 3/10/26
Tax Identification Number: 27-2541924

SAN JACINTO RIVER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



26-0016-B Superior Hydrovac - Pricing Schedule				Total Price
Line#	Description	QTY	UOM	Unit
1	Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.			
2	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$278.50
3	Lift Station Top Cleaning	1	Hour	\$275.00
4	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$275.00
5	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$325.00
6	Support Labor Rate, as needed	1	Hour	\$40.00
7	Line Jetting 15" to 60"	1	Hour	\$275.00
8	Line Televising 15" to 60"	1	Hour	\$210.00
9	Hydro Excavating and Locating of Utilities	1	Hour	\$235.00
10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.			
11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$308.50
12	Lift Station Top Cleaning	1	Hour	\$305.00
13	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$305.00
14	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$355.00
15	Support Labor Rate, as needed	1	Hour	\$75.00
16	Line Jetting 15" to 60"	1	Hour	\$305.00
17	Line Televising 15" to 60"	1	Hour	\$235.00
18	Hydro Excavating and Locating of Utilities	1	Hour	\$275.00
19	Set 3 - WEEKEND/HOLIDAY HOURS			
20	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.) includes disposal	1	CY	\$308.50
21	Lift Station Top Cleaning	1	Hour	\$305.00
22	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry	1	Hour	\$305.00
23	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry	1	Hour	\$355.00
24	Support Labor Rate, as needed	1	Hour	\$75.00
25	Line Jetting 15" to 60"	1	Hour	\$305.00
26	Line Televising 15" to 60"	1	Hour	\$250.00
27	Hydro Excavating and Locating of Utilities	1	Hour	\$305.00
28	Set 4 - ADDITIONAL ITEMS			
29	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.	1	Percent Markup	20%
30	Truck, Support Rate, as needed	1	Hour	\$20.00
31	Liquid Disposal	1	Gallon	\$0.07
32	Dump Fee	1	Each	\$175.00

Superior Hydro Vac Information

Contact: Christopher Aguirre
Address: 10101 N Saginaw Blvd
Fort Wort, TX 76179
Phone: (817) 201-6342
Email: Christopher.Aguirre@thesuperiorhydrovac.com
Web: https://www.thesuperiorhydrovac.com/?
Address: utm_source=gmb&utm_medium=organic&utm_campaign=FortWorthTX

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

Christopher Aguirre

Signature

Submitted at 2/24/2026 09:58:56 AM (CT)

chrisraguirresuperiorhydrovac@gmail.com

Email

Requested Attachments

Response Submittal

BID Submission.pdf

Please upload your Submittal Response, please name your file: 26-0016 Your Company Name submittal

Please refer to submission requirements RFP 26-0016 pages 18-19.

Certification and Acknowledgement Form

26-0016 Certification and Acknowledgement Form.pdf

Please upload your Form, please name your file: 26-0016 Your Company Name C&A Form

Conflict of Interest Questionnaire

26-0016 Conflict of Interest Questionnaire Form.pdf

Please upload your Form, please name your file: 26-0016 Your Company Name COIQ Form

Sample Certificate of Insurance

cert_HOU_ASPS Holdings_ LLC_4208950_6.pdf

Please provide a sample Certificate of Insurance.

Bid Attributes

1 Routine Services Request Reponse Time:

What is your Minimum Hour(s) response time when a Notice of Routine Services is requested?

12

2 Emergency Services Request Reponse Time:

What is your Minimum Hour(s) response time when a Notice of Emergency Services is requested?

2

Bid Lines

1 Set 1 - REGULAR HOURS 7:00 a.m. to 5:00 p.m.

2	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$278.50"/> Total: <input type="text" value="\$278.50"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

3	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$275.00"/> Total: <input type="text" value="\$275.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

4	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$275.00"/> Total: <input type="text" value="\$275.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

5	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$325.00"/> Total: <input type="text" value="\$325.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

6	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$40.00"/> Total: <input type="text" value="\$40.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>Hourly Rate</u> - Requires Prior SJRA Authorization.	

7	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$275.00"/> Total: <input type="text" value="\$275.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

8	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$210.00"/> Total: <input type="text" value="\$210.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

9	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u>Hour</u>	Price: <input type="text" value="\$235.00"/> Total: <input type="text" value="\$235.00"/>
Item Notes: (Regular Hours 7:00 a.m. to 5:00 p.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

10	Set 2 - AFTER HOURS 5:01 p.m. to 6:59 a.m.
-----------	---

11	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$308.50"/> Total: <input type="text" value="\$308.50"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

1 2	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

1 3	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

1 4	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$355.00"/> Total: <input type="text" value="\$355.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> -All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work. See Scope of Work for included items.	

1 5	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) Requires Prior SJRA Authorization.	

1 6	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

1 7	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$235.00"/> Total: <input type="text" value="\$235.00"/>
Item Notes: (After Hours 5:01 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

1 8	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$275.00"/> Total: <input type="text" value="\$275.00"/>
Item Notes: (After Hours 5:00 p.m. to 6:59 a.m.) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

1 9	Set 3 - WEEKEND/HOLIDAY HOURS
--------	--------------------------------------

2 0	Tanks/Basins (Aeration, Digester, Headworks, Main Lift Stations, etc.)
Quantity: <u> 1 </u> UOM: <u> Cubic Yard </u>	Price: <input type="text" value="\$308.50"/> Total: <input type="text" value="\$308.50"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Cubic Yard Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and Disposal).	

2 1	Lift Station Top Cleaning
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 2	Lift Station Bottom Cleaning - From the Top to the Bottom, No Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 3	Lift Station Bottom Cleaning - Bottom Cleaning - Confined Space Entry
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$355.00"/> Total: <input type="text" value="\$355.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, and Demobilization to complete work). See Scope of Work for included items.	

2 4	Support Labor Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
Item Notes: (Weekends/Holidays Hours) Requires Prior SJRA Authorization.	

2 5	Line Jetting 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

2 6	Line Televising 15" to 60"
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$250.00"/> Total: <input type="text" value="\$250.00"/>
Item Notes: (Weekends/Holidays Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization and Demobilization to complete work. See Scope of Work for included items.	

2 7	Hydro Excavating and Locating of Utilities
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$305.00"/> Total: <input type="text" value="\$305.00"/>
Item Notes: (Weekend/Holiday Hours) <u>All-Inclusive Hourly Rate</u> - All Labor, Equipment, Materials, Transport, Mobilization, Demobilization and if requested by SJRA - may include Disposal at the Disposal Rate bid.	

2 8	Set 4 - ADDITIONAL ITEMS
--------	---------------------------------

2 9	Traffic Control, Formal (some jobs may require). Percent Markup from subcontractor, 3rd party equipment charges.
Quantity: <u> 1 </u> UOM: <u> Percent Markup </u>	Price: <input type="text" value="\$24.50"/> Total: <input type="text" value="\$24.50"/>
Item Notes: Percent Markup from subcontractor, 3rd party equipment quote. Requires Prior SJRA Authorization.	

3 0	Truck, Support Rate, as needed
Quantity: <u> 1 </u> UOM: <u> Hour </u>	Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>
Item Notes: Requires Prior SJRA Authorization.	

3 1	Liquid Disposal
Quantity: <u> 1 </u> UOM: <u> Gallon </u>	Price: <input type="text" value="\$175.00"/> Total: <input type="text" value="\$175.00"/>
Item Notes: Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.	

3
2

Dump Fee

Quantity: 1 UOM: Each Price: Total:

Item Notes: **Contractor shall submit copies of all dump and disposal tags and manifests to the SJRA Representative with the invoice.**

Response Total: \$6,680.00

Item No.	Agenda Item	Date
6.8	Consider authorizing the General Manager to execute a contract renewal with Polydyne, Inc., for the purchase of polymers for the Woodlands and GRP Divisions.	03/26/2026

BACKGROUND INFORMATION

Firm Name: Polydyne, Inc.

Type of Agreement: General Services Agreement

Service: Polymer

Contract Number: 24-0021-A-AM2

Polymer is used in the treatment of potable water and wastewater to flocculate suspended solid particles into larger, more manageable clumps, which can then be easily removed through processes like sedimentation or filtration. This process significantly improves water clarity and efficiency in removing contaminants from both wastewater and drinking water and helps increase water removal from dewatering operations.

The contract with Polydyne, Inc., is for a not-to-exceed amount of \$233,539, and is due for renewal on April 9, 2026, which is the final year of the 3-year contract.

FUNDING SOURCE: Woodlands and GRP Operating Budgets

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal with Polydyne, Inc., in an amount not to exceed an additional \$97,947 for the Woodlands Division and \$135,592 for the GRP Division for the purchase of polymers for the Woodlands and GRP Divisions. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE SAN JACINTO RIVER AUTHORITY
AND POLYDYNE INC
[CONTRACT NO. 24-0021-A]

THIS SECOND AMENDMENT TO CONTRACT (hereafter the “Second Amendment”) to that certain Contract by and between San Jacinto River Authority (SJRA) and Polydyne, Inc (hereafter the “Agreement”), which was heretofore executed on April 9, 2024, and was approved within the delegated authority of the San Jacinto River Authority General Manager; and said Agreement was heretofore entered into by and between San Jacinto River Authority, a conservation and reclamation district of the State of Texas with its general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304 (hereafter the “SJRA”); and Polydyne, Inc, One Chemical Plant Road, Riceboro, GA 31323 (hereafter “Polydyne, Inc”) and the original Agreement provided for Polydyne, Inc to provide Water Treatment Chemicals.

NOW THEREFORE, SJRA and Polydyne, Inc (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Second Amendment, which amends the following terms and conditions of the said Agreement, to wit:

Polymer	Price 4/9/26-4/8/27
Clarifloc C-6286 (Drums 450 Lbs. or Totes 2300 Lbs.)	\$1.49/LB FOB Delivered SJRA Plant
Clarifloc C-6257 (Drums 450 Lbs. or Totes 2300 Lbs.)	\$1.49/LB FOB Delivered SJRA Plant

For GRP and Woodlands Divisions

Renewals:

April 9, 2024 – April 8, 2025, Year 1-Completed
April 9, 2025 – April 8, 2026, Year 2-Completed
April 9, 2026 – April 8, 2027, Year 3

At the sole option of the SJRA, the Contract may be further extended as needed, not to exceed a total of six (6) months.

This contract may be terminated, by either party for cause, or without cause, with a thirty (30) day written notification.

Price changes:

Additionally, SJRA shall be provided any prior pricing change with thirty (30) day notice; SJRA shall be given the opportunity to review and approve prior to any effective price change(s).

The Parties hereto agree, that except as specifically provided for by this Second Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Agreement and now the Second Amendment shall be, and will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Second Amendment by and through their respective duly authorized representatives and officers and shall be effective March , 2026.

SAN JACINTO RIVER AUTHORITY

By: _____
Aubrey A. Spear, PE General Manager

POLYDYNE, LLC

By: _____
AUTHORIZED SIGNATURE

PRINTED NAME

TITLE



Emailed to: krobbins@sjra.net

February 11, 2026

Ms. Kim Robbins
Senior Buyer
San Jacinto River Authority
1577 Dam Site Road
Conroe, TX 77304

SUBJECT: Polymer Contract Renewal Proposal – Contract Agreement # 24-0021-A; POLYMERS for Woodlands and GRP

Dear Ms. Robbins,

The subject contract between Polydyne and the San Jacinto River Authority is set to expire on April 8, 2026. At this time, Polydyne Inc. is pleased to offer the Authority an extension to the above-referenced contract. The products and prices will remain unchanged and are as follows:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC C-6286	\$1.49/LB. DELIVERED	450 LB. DRUM 2,300 LB. TOTES
CLARIFLOC C-6257	\$1.49/LB. DELIVERED	450 LB. DRUM 2,300 LB. TOTES

The renewal Contract term will be April 9, 2026 through April 8, 2027.

All other terms and conditions will remain the same.

We thank you for your business and look forward to continuing our valued partnership. If you have any questions regarding this correspondence, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086 or by email to MOrtiz@polydyneinc.com. If this offer is acceptable, please notify us via email at bids@polydyneinc.com.

Sincerely,

Boyd Stanley
Sr. Vice-President

Item No.	Agenda Item	Date
6.9	Consider authorizing the General Manager to execute a contract renewal with PVS DX, Incorporated, for the purchase of water treatment chemicals (chlorine and sulphur dioxide) for the Woodlands Division.	03/26/2026

BACKGROUND INFORMATION

Firm Name: PVS DX, Incorporated
 Type of Agreement: General Services Agreement
 Service: Chlorine and Sulphur Dioxide
 Contract Number: 25-0025-A

The Woodlands Division utilizes chlorine in the disinfection of water and wastewater. Sulphur dioxide is used to remove chlorine from the treated wastewater prior to discharging to nearby streams and creeks.

A Request for Proposals was issued in March 2025 requesting proposals for disinfection and treatment chemicals to be used in the Woodlands Division. After reviewing the proposals, multiple vendors were selected to provide chemicals to the Woodlands Division based on best value to the San Jacinto River Authority (SJRA) regarding pricing, response time, and meeting SJRA and TCEQ specifications. From these multiple vendors, PVS DX, Incorporated, had the best value to SJRA for chlorine and sulphur dioxide.

This contract is for a not-to-exceed amount of \$1,437,000, for a second renewal term beginning April 4, 2026, through April 3, 2027, and the option to renew for an additional one-year term.

FUNDING SOURCE: FY26 Woodlands Operating Budget

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal with PVS DX, Incorporated, in an amount not to exceed an additional \$1,437,000, for the purchase of water treatment chemicals (chlorine and sulphur dioxide) for the Woodlands Division. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



March 2, 2026

PVS DX Inc.
PO Box 674938
Dallas, Texas 75267-4938
Alex Cobarrubias
via email: acobarrubias@pvschemicals.com

Re: **Contract 25-0025-A Chemicals (Chlorine, Sulphur Dioxide)**

Dear Alex,

The above referenced contract was originally executed by both parties with an effective date of April 4, 2025, for one (1) year with two (2) annual renewals thereafter. It is the intent of SJRA to renew for the second-year term, with one (1) renewal term remaining:

First Year Contract Period: April 4, 2025-April 3, 2026
Second Year Contract Period: April 4, 2026-April 3, 2027
Third Year Contract Period: April 4, 2027-April 3, 2028

If your company is in agreement with renewing this contract for the second year, under which the current contract terms and conditions prevail please sign below and return to me via e-mail, Kim Robbins, krobbins@sjra.net

Sincerely,

Kim Robbins, Procurement, Senior Buyer

Aubrey Spear, P.E. General Manager

PVS DX, Inc.

Authorized Signature:  _____

Printed Name: Cobarrubias , Alex Title: Territory Manager

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

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

WOODLANDS DIVISION
P.O. Box 7537
The Woodlands, Texas 77387
(T) 281.367.9511
(F) 281.362.4385

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



San Jacinto River Authority

Contract # 25-0025-A

Chemicals

With

PVS DX, Inc.

PVS DX, Inc. Information

Contact: Cory Raines
Address: 300 Jackson Hill St
Houston, TX 77007
Phone: (512) 423-2268

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

Alex Cobarrubias

Signature

Submitted at 3/26/2025 03:51:53 PM (CT)

acobarrubias@pvschemicals.com

Email

Requested Attachments

Bid Submittal - Meet Scope of Services Response Statements

SJRA 25-0025 FULL DOCUMENTS & STATEMENTS.pdf

Please name your bid submittal, 25-0025_Your Company Name. Please respond to specification requirements, delivery requirements, inspection requirement, safety requirements/training, estimated quantities can be filled and other items that must be addressed by bidder and included with bid submittal, reference to Scope of services, refer to Exhibit A, RFB pages 20-26.

Certification and Acknowledgement Form

SJRA 25-0025 Certification and Acknowledgement Form.pdf

Please complete and sign, please name your form 25-0025_Your Company name-C&A Form.

Conflict of Interest Questionnaire

SJRA CIQ Form PVS DX Inc for RFB 25-0025 Chemicals.pdf

Please complete the form, enter company name in box one, complete boxes 2-6 and sign and date line 7.

Bid Lines

1	GASEOUS CHLORINE - 1 TON CONTAINER (Quantities may vary by +/- 10%) 261 EA 1-Ton Containers per fiscal year. Quantity: <u>522000</u> UOM: <u>LB</u> Price: <input type="text" value="\$1.12"/> Total: <input type="text" value="\$584,640.00"/>
2	GASEOUS CHLORINE -150 lb. CYLINDER (Quantities may vary by +/- 10%) 232 EA 150# Cylinders per fiscal year. Quantity: <u>34800</u> UOM: <u>LB</u> Price: <input type="text" value="\$1.50"/> Total: <input type="text" value="\$52,200.00"/>
3	SODIUM HYPOCHLORITE 12% SOLUTION - PER GALLON (Quantiles may vary by +/-10%) 300-gallon Tank. 4,000 Gallons per fiscal year. Quantity: <u>4000</u> UOM: <u>GAL</u> No Bid
4	SULPHUR DIOXIDE - 1 TON CONTAINER (Quantities may vary by +/-10%) 104 EA 1-Ton Containers per fiscal year. Quantity: <u>208000</u> UOM: <u>LB</u> Price: <input type="text" value="\$1.10"/> Total: <input type="text" value="\$228,800.00"/>
5	GRANULATED CHLORINE - 65% CONCENTRATION - 100 lb. CONTAINER (Quantities may vary by +/-10%). 23 EA 100 lb. Containers per fiscal year. Quantity: <u>2300</u> UOM: <u>LB</u> Price: <input type="text" value="\$2.96"/> Total: <input type="text" value="\$6,808.00"/>

6	Hot Shot Trip Charge for Order of GASEOUS CHLORINE, 150# Container Quantity: <u> 1 </u> UOM: <u> ea </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> Item Notes: Within 4 hours of being notified by SJRA.
7	Hot Shot Trip Charge for Order of GASEOUS CHLORINE, 1-Ton Container Quantity: <u> 1 </u> UOM: <u> ea </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> Item Notes: Within 4 hours of being notified by SJRA.
8	Hot Shot Trip Charge for Order of SULFUR DIOXIDE, 1-Ton Container Quantity: <u> 1 </u> UOM: <u> ea </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> Item Notes: Within 4 hours of being notified by SJRA.

Response Total: \$872,448.00

Line 5 awarded as second.

Item No.	Agenda Item	Date
6.10	Consider authorizing the General Manager to execute a contract renewal with Garrison Minerals, LLC, for the purchase of magnesium hydroxide slurry for the Woodlands Division.	03/26/2026

BACKGROUND INFORMATION

Firm Name: Garrison Minerals, LLC

Type of Agreement: General Services Agreement

Service: Magnesium Hydroxide Slurry

Contract Number: 25-0026

The Woodlands Division utilizes magnesium hydroxide slurry to provide supplemental alkalinity to the three wastewater treatment plants in The Woodlands. Alkalinity is used in the treatment of wastewater to maintain a stable pH and aid in the nitrification process. With low alkalinity, microorganisms will leach alkalinity and calcium from concrete structures. Supplemental alkalinity needs to be provided due to the amount of alkalinity provided in surface water compared to the amount of alkalinity provided in groundwater naturally. Prior to providing supplemental alkalinity, after the conversion to surface water, the wastewater treatment plants experienced lower pH throughout the processes, potentially causing degradation to concrete structures and risk of permit violations.

This contract is for a not-to-exceed amount of \$610,000, for a second renewal term beginning April 23, 2026, through April 22, 2027, and the option to renew an additional one-year term.

FUNDING SOURCE: FY26 Woodlands Operating Budget

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal with Garrison Minerals, LLC, in an amount not to exceed an additional \$610,000, for the purchase of magnesium hydroxide slurry for the Woodlands Division. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



March 6, 2026

Garrison Minerals, LLC
11901 W 48th Ave
Wheat Ridge, CO 80033
Mark Kupfer
via email: mark@garrisonminerals.com

Re: **Contract 25-0026 Magnesium Hydroxide Slurry**

Dear Mark,

The above referenced contract was originally executed by both parties with an effective date of April 23, 2025, for one (1) year with two (2) annual renewals thereafter. It is the intent of SJRA to renew for the second-year term, with one (1) renewal term remaining:

First Year Contract Period: April 23, 2025-April 22, 2026
Second Year Contract Period: April 23, 2026-April 22, 2027
Third Year Contract Period: April 23, 2027-April 22, 2028

If your company is in agreement with renewing this contract for the second year, under which the current contract terms and conditions prevail please sign below and return to me via e-mail, Kim Robbins, krobbins@sjra.net

Sincerely,
Kim Robbins

Kim Robbins, Procurement, Senior Buyer

Aubrey Spear, P.E. General Manager

Garrison Minerals, LLC

Authorized Signature: _____ 

Printed Name: Mark Kupfer **Title:** Director of Sales

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

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

WOODLANDS DIVISION
P.O. Box 7537
The Woodlands, Texas 77387
(T) 281.367.9511
(F) 281.362.4385

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



San Jacinto River Authority
Contract # 25-0026

Alkalinity Adjustment Chemical
Magnesium Hydroxide Slurry

For Wastewater Treatment Plants
Woodlands Division

With
Garrison Minerals Inc

Garrison Minerals LLC Information

Contact: Mark Kupfer
Address: 11901 W 48th Ave
Wheat Ridge, CO 80033
Phone: (720) 389-7609
Email: mark@garrisonminerals.com
Web Address: www.garrisonminerals.com

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

Mark Kupfer
Signature

mark@garrisonminerals.com
Email

Submitted at 4/15/2025 11:13:28 AM (CT)

Requested Attachments

Certification and Acknowledgement Form

25-0026 Certification and Acknowledgement Form.pdf

Provide complete and sign, please name your form 25-0026_Your Company Name - C&A Form.

Conflict of Interest Questionnaire Form

Conflict of Interest Questionnaire Form.pdf

Provide complete the form, enter company name in box 1, complete boxes 2-6 and sign and date line 7.

Certificate of Analysis

BOL- SJRA 1 and 2_1-16-25.pdf

Provide Certificate of Analysis for Magnesium Hydroxide Slurry.

Bid Submittal - Meet Scope of Services Response Statements

25-0026_Garrison Minerals.pdf

Please name your bid submittal, 25-0026_Your Company Name. Please provide response that can you meet the following: material specifications, delivery requirements, required quantities during the hours requested, the contact information for routine order placement (POs)and response time after receipt of order.

Bid Lines

1	Magnesium Hydroxide Slurry Quantity: <u>52000</u> UOM: <u>Gallon</u> Price: <input type="text" value="\$2.31"/> Total: <input type="text" value="\$120,120.00"/> Item Notes: Unit price is to include delivery - FOB Delivered, Wastewater Treatment Plant No. 1, 2436 Sawdust Rd, The Woodlands, TX 77380 (Annual amount is estimated and may be subject to fluctuations).
2	Magnesium Hydroxide Slurry Quantity: <u>72800</u> UOM: <u>Gallon</u> Price: <input type="text" value="\$2.31"/> Total: <input type="text" value="\$168,168.00"/> Item Notes: Unit price is to include delivery - FOB Delivered, Wastewater Treatment Plant No. 2, 5402 Research Forest Drive, The Woodlands, TX 77381 (Annual amount is estimated and may be subject to fluctuations)
3	Magnesium Hydroxide Slurry Quantity: <u>13624</u> UOM: <u>Gallon</u> Price: <input type="text" value="\$2.31"/> Total: <input type="text" value="\$31,471.44"/> Item Notes: Unit price is to include delivery - FOB Delivered, Wastewater Treatment Plant No. 3, 555 Trade Center Parkway, Conroe, TX 77385 (Amounts are estimated and may be subject to fluctuations).

Response Total: \$319,759.44

Item No.	Agenda Item	Date
7.1	Consider adoption of a resolution of San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division related to the Lake Conroe Maintenance Facilities Improvement Project.	03/26/2026

BACKGROUND INFORMATION

The Lake Conroe Division maintenance and operations staff utilize multiple facilities that provide office space, workspace, and equipment storage. These Lake Conroe campus facilities are used for daily operations as well as during emergencies and are in the process of being replaced due to their structural condition and limited workspace. The new facilities consist of a new 6,600 square foot maintenance facility including 3,000 square feet of office space, aerobic system, fuel facility, and covered storage. Additionally, the project includes work associated with bringing utilities including electrical, gas, and water to the site as well as general site grading and pavement. The new facilities will increase the efficiency, safety, and maintenance capabilities of the Lake Conroe Division staff. Security improvements are required to provide door security, cameras, and fiber for the newly constructed maintenance facility and surrounding structures.

The budget amendment is required due to change orders that are being negotiated to the construction contract and additional costs of the Lake Conroe Maintenance Facilities Improvement Project for electrical modifications, gas line rerouting, and major furnishings. To accommodate these additional costs an increase of \$175,000.00 to the total project budget is being proposed.

	Approved FY2026	Proposed Amendment FY2026	Proposed Amended FY2026
Total Project Budget		Total Project Budget	Total Project Budget
Capital Improvements: Building	\$5,517,547	\$175,000	\$5,692,547

FUNDING SOURCE: Lake Conroe Repair and Replacement Fund

ATTACHMENTS: Resolution; Exhibit "A"

RECOMMENDED ACTION

Approve a resolution of San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division related to the Lake Conroe Maintenance Facilities Improvement Project.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JACINTO RIVER AUTHORITY AMENDING THE BUDGET FOR FISCAL YEAR 2026.

WHEREAS, on August 28, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-22 approving the Fiscal Year 2026 budget; and

WHEREAS, on September 25, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-26 approving an amendment to the Fiscal Year 2026 budget; and

WHEREAS, on September 25, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-27 approving an amendment to the Fiscal Year 2026 budget; and

WHEREAS, on December 11, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-33 approving an amendment to the Fiscal Year 2026 budget; and

WHEREAS, on December 11, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-34 approving an amendment to the Fiscal Year 2026 budget; and

WHEREAS, on January 22, 2026, the San Jacinto River Authority Board of Directors adopted Resolution No. 2026-R-01 approving an amendment to the Fiscal Year 2026 budget; and

WHEREAS, the San Jacinto River Authority finds it necessary to amend the Fiscal Year 2026 budget to increase the Lake Conroe Maintenance Facility project.

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

Section 1. That the Fiscal Year 2026 budget, as approved under Resolution No. 2025-R-22, is further amended as detailed in Exhibit “A” attached hereto and incorporated herein for all purposes.

Section 2. That the budget amendment, attached hereto as Exhibit “A”, shall be attached to and made part of the Fiscal Year 2026 Budget for all purposes.

Section 3. That except as amended hereby, the Fiscal Year 2026 budget, as approved under Resolution No. 2025-R-22 is ratified and confirmed in all respects and shall remain in effect.

Section 4. That this Resolution shall become effective immediately after adoption.

APPROVED AND ADOPTED by the Board of Directors of the San Jacinto River Authority on the 26th day of March, 2026.

ATTEST:

SAN JACINTO RIVER AUTHORITY

Wil Faubel, Secretary

Ronnie Anderson, President

Exhibit A
San Jacinto River Authority - Lake Conroe Repair Replacement
Proposed Budget Amendment

Description	Actuals FY2023	Actuals FY2024	Actuals Sept-May FY2025	Budget FY2025	Approved Budget FY2026	Proposed Budget Amendment FY2026	Proposed Amended Budget FY2026
CAPITAL IMPROVEMENTS*							
Construction In Progress				\$ -	\$ 228,160	\$ -	\$ 228,160
Building				2,580,000	394,492	175,000	569,492
Streets & Roads				90,000	-	-	-
City of Houston's 2/3 Portion of Fixed Assets				(1,780,000)	(305,101)	-	(305,101)
TOTAL CAPITAL IMPROVEMENTS				\$ 890,000	\$ 317,551	\$ 175,000	\$ 492,551
OTHER SOURCES (USES)*							
Cash Sources (Uses)				\$ 7,279,256	\$ 1,014,107	\$ -	\$ 1,014,107
Repair and Replacement Transfers				1,557,939	1,365,909	-	1,365,909
Operating Fund Transfers				-	33,667	-	33,667
Transfers				-	-	-	-
TOTAL OTHER SOURCES (USES)				\$ 8,837,195	\$ 2,413,682	\$ -	\$ 2,413,682
NET CASH BASIS SOURCES (USES)	\$ 2,728	\$ 228,810	\$ 158,248	\$ 7,849,695	\$ 2,070,532	\$ (175,000)	\$ 1,895,532

*Actuals intentionally left blank.

Item No.	Agenda Item	Date
7.2	Consider adoption of a resolution of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Woodlands Division.	03/26/2026

BACKGROUND INFORMATION

Per Section 5.02 of the Resolution creating the R&R Fund, the Authority has determined that excess funds in the amount of \$6,058,582 exist from Fiscal Year 2025 based on the results of the annual independent audit report (Annual Comprehensive Financial Report (ACFR)) for a Fiscal Year approved by the SJRA Board of Directors on January 22, 2026. For excess funds to be eligible for refund or use by SJRA, revenue for the Woodlands Division must be above 90% of budget after six months of the current fiscal year. The Fiscal Year 2026 revenues for September 1, 2025 – February 28, 2026, are adequate to satisfy this requirement of the resolution. The Woodlands Municipal Utility Districts (MUDs) approved the FY2025 excess funds to be refunded according to the chart below.

MUD	FY25 Water Sales (1,000 Gallons)	FY25 Water Sales (%)
1	371,647	7.02%
6	298,309	5.63%
7	353,880	6.68%
36	192,520	3.64%
39	183,402	3.46%
46	1,225,475	23.14%
47	874,105	16.50%
60	591,836	11.17%
67	478,934	9.04%
Metro	628,348	11.86%
386	97,658	1.84%
Total	6,058,582	100.00%

In addition to refunding the excess funds, the Woodlands Division is requesting to modify the project budgets as follows:

Project ID – Project Description	Approved Project Budget	Requested Amendment	Amended Project Budget
WWF1LA – Wastewater System Land Acquisition	\$9,800,000.00	(\$9,546,938.20)	\$253,061.80
WWFM5R – Lift Station No. 5 Force Main Rehab	\$0.00	\$9,546,938.20	\$9,546,938.20

The Woodlands MUDs approved the modification of these project budgets.

FUNDING SOURCE: Woodlands Operating Fund and Woodlands Repair and Replacement Fund

ATTACHMENTS: Resolution, Exhibit “A”, Exhibit “B”, and Exhibit “C”

RECOMMENDED ACTION

Adopt a resolution of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Woodlands Division.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JACINTO RIVER AUTHORITY AMENDING THE BUDGET FOR FISCAL YEAR 2026 FOR THE WOODLANDS DIVISION.

WHEREAS, on August 28, 2025, the San Jacinto River Authority Board of Directors adopted Resolution No. 2025-R-22 approving the Fiscal Year 2026 budget; and

WHEREAS, the San Jacinto River Authority finds it necessary to amend the Fiscal Year 2026 budget to refund excess funds to the Woodlands MUDs and amend the project budgets for the Wastewater System Land Acquisition and Lift Station No. 5 Rehabilitation projects.

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

Section 1. That the Fiscal Year 2026 budget, as approved under Resolution No. 2025-R-22, is further amended as detailed in Exhibit “A” attached hereto and incorporated herein for all purposes.

Section 2. That the budget amendment, attached hereto as Exhibit “A”, shall be attached to and made part of the Fiscal Year 2026 Budget for all purposes.

Section 3. That except as amended hereby, the Fiscal Year 2026 budget, as approved under Resolution No. 2025-R-22 is ratified and confirmed in all respects and shall remain in effect.

Section 4. That this Resolution shall become effective immediately after adoption.

APPROVED AND ADOPTED by the Board of Directors of the San Jacinto River Authority on the 26th day of March, 2026.

ATTEST:

SAN JACINTO RIVER AUTHORITY

Wil Faubel, Secretary

Ronnie Anderson, President

Exhibit “A”

San Jacinto River Authority
Reserve Calculation for Woodlands Division
At August 31, 2025

Woodlands		FY2025
Unrestricted Cash		
115001-500-WO	FFIN1051465 Woodlands Operating-Woodlands Operating-Woodlands	25,551
115002-500-WO	WNB701698 Woodlands Operating-Woodlands Operating-Woodlands	676,714
115003-500-WO	TXP00014 Woodlands Operating-Money Funds-Woodlands Operating-Woodlands	11,841,215
Subtotal Unrestricted Cash		\$ 12,543,480
Restricted Construction Cash		
115500-510-WO	FFIN1095983 Woodlands R&R Fund-Woodlands Repair & Replacement-Woodlands	18,054
115501-510-WO	FFIN10006891 Woodlands R&R Investment Fund-Woodlands Repair & Replacement-Woodlands	11,362,298
115502-510-WO	TXP00037 Woodlands R&R Fund-Woodlands Repair & Replacement-Woodlands	16,410,084
115600-533-WO	FFIN1008657 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	13,736
115602-533-WO	TXP00047 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	5,222,531
115603-533-WO	USBANK13281 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	157,756
115604-533-WO	AMG7697901 Woodlands 2017 Escrow-Woodlands 2017 Bonds-Woodlands	-
115800-530-WO	FFIN1096098 Future Facilities Fund-Future Facilities-Woodlands	22,289
115801-530-WO	TXP00021 Future Facilities Fund-Future Facilities-Woodlands	4,071,994
115802-530-WO	TXS0034 Future Facilities Fund-Future Facilities-Woodlands	1,139,758
		\$ 38,418,500
Accounts Receivable		
120000-500-WO	Accounts Receivable-Woodlands Operating-Woodlands	5,141,606
120000-532-WO	Accounts Receivable-Waste Disposal Bonds-Woodlands	14,345
120040-505-WO	Accounts Receivable-Investments-Woodlands Emergency-Woodlands	8,520
120040-533-WO	Accounts Receivable-Investments-Woodlands 2017 Bonds-Woodlands	33,560
130000-500-WO	Due From-Woodlands Operating-Woodlands	(248,185)
130000-510-WO	Due From-Woodlands Repair & Replacement-Woodlands	12,914
130000-532-WO	Due From-Waste Disposal Bonds-Woodlands	1,056
Subtotal Accounts Receivable		\$ 4,963,816
Accounts Payable Unrestricted		
210000-500-WO	Accounts Payable-Trade-Woodlands Operating-Woodlands	(934,177)
210000-510-WO	Accounts Payable-Trade-Woodlands Repair & Replacement-Woodlands	(119,138)
210000-533-WO	Accounts Payable-Trade-Woodlands 2017 Bonds-Woodlands	(52,889)
210001-500-WO	Accounts Payable-P-Card-Woodlands Operating-Woodlands	(14,145)
210010-500-WO	Accounts Payable-Other-Woodlands Operating-Woodlands	3,550
210010-505-WO	Accounts Payable-Other-Woodlands Emergency-Woodlands	(3,860)
210010-510-WO	Accounts Payable-Other-Woodlands Repair & Replacement-Woodlands	(5,854)
210010-520-WO	Accounts Payable-Other-Woodlands Debt Service Reserve Fund-Woodlands	2,400
210010-533-WO	Accounts Payable-Other-Woodlands 2017 Bonds-Woodlands	(3,371)
210011-500-WO	Accounts Payable-Intercompany-Woodlands Operating-Woodlands	(1,875,562)
210015-500-WO	Accrued Liabilities-Woodlands Operating-Woodlands	(106,186)
210015-533-WO	Accrued Liabilities-Woodlands 2017 Bonds-Woodlands	99,540
210035-500-WO	Accrued Payroll-Woodlands Operating-Woodlands	(247,838)
210040-500-WO	Compensated Absence Liability-Woodlands Operating-Woodlands	(84,772)
230000-500-WO	Due To-Woodlands Operating-Woodlands	(2,199,557)
230000-510-WO	Due To-Woodlands Repair & Replacement-Woodlands	466
Subtotal Accounts Payable		\$ (5,541,393)
Restricted Retainage Pay		
210200-510-WO	Retainage-Woodlands Repair & Replacement-Woodlands	(46,725)
Subtotal Restricted Retainage Pay		\$ (46,725)
Net OPEB Obligation		
250015-500-WO	Retiree Health Insurance OPEB Liability-Woodlands Operating-Woodlands	(258,867)
210305-500-WO	Short Term OPEB Liability-Woodlands Operating-Woodlands	(9,028)
Subtotal Net OPEB Obligation		\$ (267,895)
120000-532-WO	Accounts Receivable-Waste Disposal Bonds-Woodlands	(14,345)
120040-505-WO	Accounts Receivable-Investments-Woodlands Emergency-Woodlands	(8,520)
120040-533-WO	Accounts Receivable-Investments-Woodlands 2017 Bonds-Woodlands	(33,560)
130000-532-WO	Due From-Waste Disposal Bonds-Woodlands	(1,056)
210000-510-WO	Accounts Payable-Trade-Woodlands Repair & Replacement-Woodlands	119,138
210000-533-WO	Accounts Payable-Trade-Woodlands 2017 Bonds-Woodlands	52,889
210010-505-WO	Accounts Payable-Other-Woodlands Emergency-Woodlands	3,860
210010-510-WO	Accounts Payable-Other-Woodlands Repair & Replacement-Woodlands	5,854
210010-520-WO	Accounts Payable-Other-Woodlands Debt Service Reserve Fund-Woodlands	(2,400)
210010-533-WO	Accounts Payable-Other-Woodlands 2017 Bonds-Woodlands	3,371
210015-533-WO	Accrued Liabilities-Woodlands 2017 Bonds-Woodlands	(99,540)
230000-510-WO	Due To-Woodlands Repair & Replacement-Woodlands	(466)
210200-510-WO	Retainage-Woodlands Repair & Replacement-Woodlands	46,725
RESTRICTED CONSTRUCTION CASH		(38,418,500)
Remove from AUDIT Statement of Net Assets		\$ (38,359,464)

Net Cash	Equal to 5.75 months	\$ 11,710,319
Less: 3 month's Operating Expense FY2026 Budget		(5,651,737)
FY 2026 Net Over - (2.75) Month of Expense		\$ 6,058,582

FY2026 6 months Revenue budget-Water, WW & Effluent	\$ 14,271,819
FY2026 6 months Revenue actual-Water, WW & Effluent (as of 2.28.25)	\$ 14,826,461
	\$ 554,642
90% Budget Met?	104%

For informational purposes only:		
February 28, 2026 Cash & Investments	\$ 15,030,249	
3 Month Operating Reserve	(5,651,737)	
Net Excess (Short) @ 02/28/25	\$ 9,378,512	

Exhibit “B”

Memorandum



To: Woodlands Water Audit Committee, WWA Trustees & MUD 386
From: Chris Meeks
cc: Erich Peterson, P.E., Ed Shackelford, P.E., and Pam Steiger, C.P.A.
Date: February 11, 2026
Re: SJRA – Woodlands FY2025 Excess Funds

This memorandum will be updated with the Excess Cash Calculation after February 28, 2026, to ensure that the revenue for FY2026 is above 90% after six months of the fiscal year per resolution. A final version of the memorandum will be provided to the Trustees at the March meeting.

Per Section 5.02(a) of the Resolution creating the R&R Fund dated September 1, 2014, after the Authority has received the results of its annual independent audit report of the accounting records for the Woodlands Division (Annual Comprehensive Financial Report (ACFR)) for a Fiscal Year, the Authority shall determine if excess funds were held by the Authority as of the end of such prior Fiscal Year. If excess funds exist, the funds may be distributed to the Customers, transferred to the R&R Fund, or divided between the R&R Fund and Customers, as determined and voted by the Woodlands Water Trustees and MUD 386. As a reminder, a majority vote of the Trustees and MUD 386 is needed to determine the use of the Excess Funds.

The ACFR for the Woodlands Division was approved by the SJRA Board of Directors on January 22, 2026, and reflects excess funds for The Woodlands Division (as defined in Section 5.02(a)) in the amount of \$6,058,582. The calculation of the excess funds is on page 3 of this memo. Per Section 5.02 (b) of the Resolution, the revenue for the Woodlands Division is projected to be above 90% of budget after six months of the fiscal year (September 1, 2025 – February 28, 2026).

In preparing for the FY2027 SJRA – Woodlands Division Budget, The Woodlands Division has not identified any projects to bring forward from the FY2027 Budget or 10-Year Project Plan to utilize these funds on. Page 2 lists the amount to be refunded to each MUD based on FY2025 water sales per MUD.

FY25 Water Sales and Refund to MUDs

The table below lists the refund to each MUD based on a ratio of the total amount of FY25 water sales billed by SJRA to each MUD.

MUD	FY25 Water Sales (1,000 Gallons)	FY25 Water Sales (%)	Total Refund
1	367,335	6.89%	\$417,575.12
6	298,130	5.59%	\$338,905.00
7	352,353	6.61%	\$400,544.04
36	195,819	3.67%	\$222,601.01
39	178,959	3.36%	\$203,435.08
46	1,244,621	23.35%	\$1,414,846.83
47	876,994	16.46%	\$996,939.77
60	589,461	11.06%	\$670,081.11
67	494,932	9.29%	\$562,623.46
Metro	628,158	11.79%	\$714,070.67
386	102,888	1.93%	\$116,959.91
Total	5,329,650	100.00%	\$6,058,582.00

San Jacinto River Authority
Reserve Calculation for Woodlands Division
At August 31, 2025

Woodlands		FY2025
Unrestricted Cash		
115001-500-WO	FFIN1051465 Woodlands Operating-Woodlands Operating-Woodlands	25,551
115002-500-WO	WNB701698 Woodlands Operating-Woodlands Operating-Woodlands	676,714
115003-500-WO	TXP00014 Woodlands Operating-Money Funds-Woodlands Operating-Woodlands	11,841,215
Subtotal Unrestricted Cash		\$ 12,543,480
Restricted Construction Cash		
115500-510-WO	FFIN1095983 Woodlands R&R Fund-Woodlands Repair & Replacement-Woodlands	18,054
115501-510-WO	FFIN10006891 Woodlands R&R Investment Fund-Woodlands Repair & Replacement-Woodlands	11,362,298
115502-510-WO	TXP00037 Woodlands R&R Fund-Woodlands Repair & Replacement-Woodlands	16,410,084
115600-533-WO	FFIN1008657 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	13,736
115602-533-WO	TXP00047 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	5,222,531
115603-533-WO	USBANK13281 Woodlands 2017 Construction Fund-Woodlands 2017 Bonds-Woodlands	157,756
115604-533-WO	AMG7697901 Woodlands 2017 Escrow-Woodlands 2017 Bonds-Woodlands	-
115800-530-WO	FFIN1096098 Future Facilities Fund-Future Facilities-Woodlands	22,289
115801-530-WO	TXP00021 Future Facilities Fund-Future Facilities-Woodlands	4,071,994
115802-530-WO	TXS0034 Future Facilities Fund-Future Facilities-Woodlands	1,139,758
		\$ 38,418,500
Accounts Receivable		
120000-500-WO	Accounts Receivable-Woodlands Operating-Woodlands	5,141,606
120000-532-WO	Accounts Receivable-Waste Disposal Bonds-Woodlands	14,345
120040-505-WO	Accounts Receivable-Investments-Woodlands Emergency-Woodlands	8,520
120040-533-WO	Accounts Receivable-Investments-Woodlands 2017 Bonds-Woodlands	33,560
130000-500-WO	Due From-Woodlands Operating-Woodlands	(248,185)
130000-510-WO	Due From-Woodlands Repair & Replacement-Woodlands	12,914
130000-532-WO	Due From-Waste Disposal Bonds-Woodlands	1,056
Subtotal Accounts Receivable		\$ 4,963,816
Accounts Payable Unrestricted		
210000-500-WO	Accounts Payable-Trade-Woodlands Operating-Woodlands	(934,177)
210000-510-WO	Accounts Payable-Trade-Woodlands Repair & Replacement-Woodlands	(119,138)
210000-533-WO	Accounts Payable-Trade-Woodlands 2017 Bonds-Woodlands	(52,889)
210001-500-WO	Accounts Payable-P-Card-Woodlands Operating-Woodlands	(14,145)
210010-500-WO	Accounts Payable-Other-Woodlands Operating-Woodlands	3,550
210010-505-WO	Accounts Payable-Other-Woodlands Emergency-Woodlands	(3,860)
210010-510-WO	Accounts Payable-Other-Woodlands Repair & Replacement-Woodlands	(5,854)
210010-520-WO	Accounts Payable-Other-Woodlands Debt Service Reserve Fund-Woodlands	2,400
210010-533-WO	Accounts Payable-Other-Woodlands 2017 Bonds-Woodlands	(3,371)
210011-500-WO	Accounts Payable-Intercompany-Woodlands Operating-Woodlands	(1,875,562)
210015-500-WO	Accrued Liabilities-Woodlands Operating-Woodlands	(106,186)
210015-533-WO	Accrued Liabilities-Woodlands 2017 Bonds-Woodlands	99,540
210035-500-WO	Accrued Payroll-Woodlands Operating-Woodlands	(247,838)
210040-500-WO	Compensated Absence Liability-Woodlands Operating-Woodlands	(84,772)
230000-500-WO	Due To-Woodlands Operating-Woodlands	(2,199,557)
230000-510-WO	Due To-Woodlands Repair & Replacement-Woodlands	466
Subtotal Accounts Payable		\$ (5,541,393)
Restricted Retainage Pay		
210200-510-WO	Retainage-Woodlands Repair & Replacement-Woodlands	(46,725)
Subtotal Restricted Retainage Pay		\$ (46,725)
Net OPEB Obligation		
250015-500-WO	Retiree Health Insurance OPEB Liability-Woodlands Operating-Woodlands	(258,867)
210305-500-WO	Short Term OPEB Liability-Woodlands Operating-Woodlands	(9,028)
Subtotal Net OPEB Obligation		\$ (267,895)
120000-532-WO	Accounts Receivable-Waste Disposal Bonds-Woodlands	(14,345)
120040-505-WO	Accounts Receivable-Investments-Woodlands Emergency-Woodlands	(8,520)
120040-533-WO	Accounts Receivable-Investments-Woodlands 2017 Bonds-Woodlands	(33,560)
130000-532-WO	Due From-Waste Disposal Bonds-Woodlands	(1,056)
210000-510-WO	Accounts Payable-Trade-Woodlands Repair & Replacement-Woodlands	119,138
210000-533-WO	Accounts Payable-Trade-Woodlands 2017 Bonds-Woodlands	52,889
210010-505-WO	Accounts Payable-Other-Woodlands Emergency-Woodlands	3,860
210010-510-WO	Accounts Payable-Other-Woodlands Repair & Replacement-Woodlands	5,854
210010-520-WO	Accounts Payable-Other-Woodlands Debt Service Reserve Fund-Woodlands	(2,400)
210010-533-WO	Accounts Payable-Other-Woodlands 2017 Bonds-Woodlands	3,371
210015-533-WO	Accrued Liabilities-Woodlands 2017 Bonds-Woodlands	(99,540)
230000-510-WO	Due To-Woodlands Repair & Replacement-Woodlands	(466)
210200-510-WO	Retainage-Woodlands Repair & Replacement-Woodlands	46,725
RESTRICTED CONSTRUCTION CASH		(38,418,500)
Remove from AUDIT Statement of Net Assets		\$ (38,359,464)

Net Cash	Equal to 5.75 months	\$ 11,710,319
Less: 3 month's Operating Expense FY2026 Budget		(5,651,737)
FY 2026 Net Over - (2.75) Month of Expense		\$ 6,058,582

FY2026 6 months Revenue budget-Water, WW & Effluent	\$ 14,271,819
FY2026 6 months Revenue actual-Water, WW & Effluent (as of 2.28.25)	(14,271,819)
90% Budget Met?	0%

For informational purposes only:	
February 28, 2025 Cash & Investments	(5,651,737)
3 Month Operating Reserve	(5,651,737)
Net Excess (Short) @ 02/28/25	\$ (5,651,737)

Exhibit “C”

From the meeting discussion in: January 2026

TO: Woodlands Water Trustees /Woodlands MUDs / HMC MUD 386

FROM: Chris Meeks, Utility Enterprise Manager

RE: Gravity Conveyance Optimization

As part of the Wastewater Strategic Plan, a comprehensive evaluation was conducted to assess the feasibility and projected costs associated with the construction of a gravity wastewater system aimed at eliminating up to five lift stations and their associated force mains within the WWTF No. 1 service area.

Following the completion of an *Impact Analysis Study, Route Feasibility Study, and Life Cycle Cost Analysis*, it was concluded that maintaining the existing operation and maintenance framework of the wastewater collection system would be the most cost-effective strategy over a 50-year horizon, with no elimination of lift stations. This conclusion is grounded in an assessment of capital costs, ongoing operation and maintenance expenses, and the potential impacts on the community.

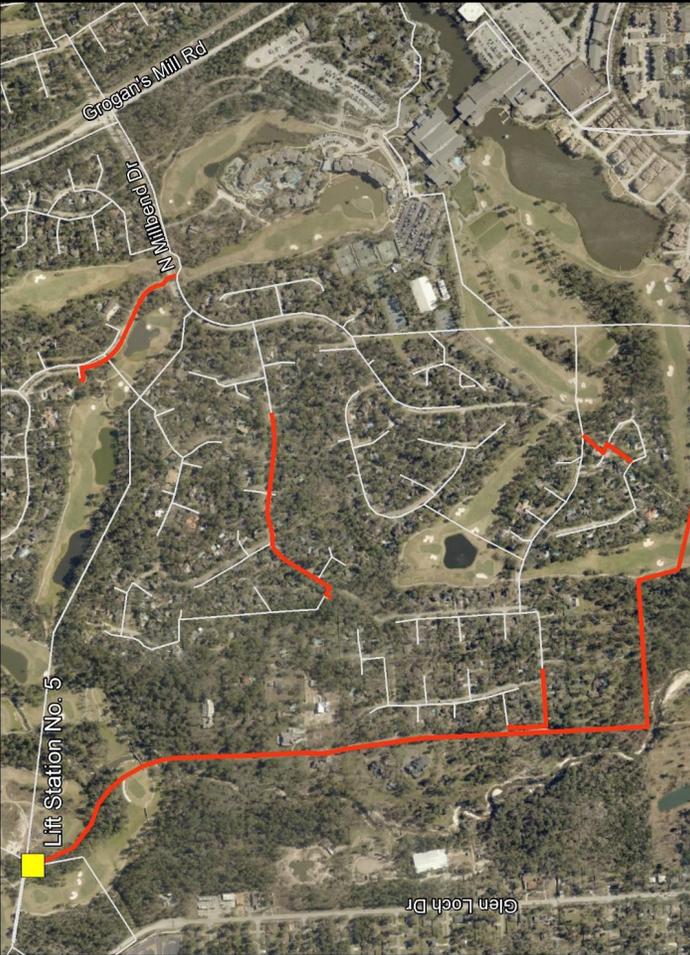
Furthermore, the construction of wastewater gravity mains at a deeper elevation would necessitate the design and construction of a new, deeper lift station at WWTF No. 1. While the costs for the WWTP #1 lift station have yet to be fully evaluated, they would likely increase the initial capital expenditures associated with any consolidation options. Below, the Life Cycle Cost Summary is presented, excluding bond interest and the construction costs of a new lift station.

Life Cycle Cost Summary				
3A - No Consolidation	3B - Partial Consolidation, Except LS 2,3, & 18	3C - Partial Consolidation, Except LS 2 & 3	3D - Partial Consolidation, Except LS 2	3E - Full Consolidation
\$38.1M	\$39.0M	\$38.5M	\$39.1M	\$42.6M

Considering the information gathered and studied during the Gravity Conveyance Optimization Project, SJRA recommends the following.

1. Maintain the current operation, maintenance, and renewal of all existing assets in this study area.
2. Consider a R&R Fund Budget Amendment in March 2026 to reallocate funds from the Wastewater System Land Acquisition project (\$9.5M) to replace LS No. 5 force main (\$9.5M).
 - a. This project was previously designed (2020) but needs to be updated
 - b. Land acquisition has been completed
 - c. The pipe material has deteriorated to paper thin and one recent break (2023) has occurred; see attached pictures and information.
 - d. Based on the path forward for the repairs/replacement of WWTF No. 1, future land acquisition funds may be needed to acquire land surrounding WWTF No. 1

PROJECT NAME	PROJECT ID	FISCAL YEAR	DIVISION
Lift Station No. 5 Force Main Replacement	WWFM5R	2018 - 2020	Woodlands
PROJECT DESCRIPTION/JUSTIFICATION:			



Some parts of the existing collection system have been in service in excess of 40 years. The aging system requires rehabilitation or replacement to avoid collection system failure. Through the Asset Management Program, specific force mains were identified as high risk for failure and were evaluated for rehabilitation or replacement.

Based on a risk analysis of all force mains, the force main associated with Lift Station No. 5 was identified as a candidate for replacement based on pipe material, age, and likelihood and consequence of failure. In 2014, a SmartBall condition assessment was performed for this force main which showed several areas of corrosion throughout the force main. Constructed in the early 1980's, this force main consists of approximately 8,100 linear feet of 24-inch cement mortar lined ductile iron pipe, all of which is recommended for replacement.

Permanent easements will be acquired during this project.

PROJECT SCHEDULE	DELIVERY		FUNDING		2023	2024	2025	2026	2027	2028	2029	
	2020	2021	2022	2022								
Initiate Cons. Selection	July 2017	<input type="checkbox"/> DBB	<input type="checkbox"/> O&M									
PSA/WO Issued:	September 2017	<input type="checkbox"/> CMAR	<input type="checkbox"/> Bonds									
Final Proposal Docs:	September 2019	<input checked="" type="checkbox"/> CSP	<input checked="" type="checkbox"/> R&R									
Proposals/Bids Received:	November 2019	<input type="checkbox"/> Other	<input type="checkbox"/> Other									
Const. Contract to Board:	January 2020	<input type="checkbox"/> Capitalized	<input checked="" type="checkbox"/> Expensed									
Substantial Completion:	May 2021											
BUDGET *	TOTAL	PREVIOUS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Planning/Permitting/PER	\$ 344,000	\$ 344,000										
Engineering/Design	\$ 100,000	\$ 100,000										
Construction	\$ 4,066,000	\$ 3,066,000	\$ 1,000,000									
CPS, CM&I, and CMT	\$ 100,000		\$ 100,000									
Land Acquisition												
Equipment Purchase												
Total	\$ 4,610,000	\$ 3,510,000	\$ 1,100,000	\$ -								

* Budget includes contingency

Pictures of 2023 Repair to Lift Station No. 5 Force Main



Pictures of 2023 Repair to Lift Station No. 5 Force Main



Item No.	Agenda Item	Date
7.3	Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with Baxter & Woodman, Inc. for preliminary engineering of Lift Station No. 21 Force Main Renewal for the Woodlands Division.	03/26/2026

BACKGROUND INFORMATION

Firm Name: Baxter & Woodman, Inc.
 Project: Lift Station No. 21 Force Main Renewal
 Type of Agreement: Professional Services Agreement
 (Contract No. 25-0044)

Project Description/Justification:

SJRA operates and maintains 29 lift stations and over 100,000 linear feet of force mains throughout the wholesale wastewater conveyance system in The Woodlands, including Lift Station No. 21's force main. Some parts of this wastewater system have been in service for over 50 years, with Lift Station No. 21's force main being in operation since 1982. A force main condition assessment was conducted in June 2022 that included a records analysis, televising of the force main, and a physical inspection to determine estimated remaining useful life of each force main. This assessment identified sections of force mains that were at high risk of failure and ranked them based on priority. From this priority list, Lift Station No. 21's force main was identified as being in 'extremely poor condition', having lost 70% of its original thickness, and posing a high risk of structural collapse. Due to its age, significant wall loss/deteriorated condition, and high risk of structural collapse, renewal of this force main is necessary to prevent potential collection system failure. The scope of Work Order No. 1 will include evaluating rehabilitation and replacement alternatives for the 2,600 ft of 6-in ductile iron pipe force main and identification of the most efficient renewal method to restore reliable wastewater conveyance while minimizing impacts to surrounding infrastructure and ongoing lift station operations.

Work Order Scope:

A Preliminary Engineering Report (PER) will be prepared to evaluate three renewal options, recommend the best value approach with consideration to minimize disruption to wastewater service, and provide cost estimates for each option. Survey, Subsurface Utility Engineering (SUE), and Geotechnical Investigation will be completed during the PER phase.

Key Deliverable(s):	Due Date(s):
Draft Preliminary Engineering Report	August 28, 2026
Final Preliminary Engineering Report	October 12, 2026

Type of Compensation/Amount: Lump Sum/\$91,273.00
 Cost Plus Multiplier/\$60,627.00

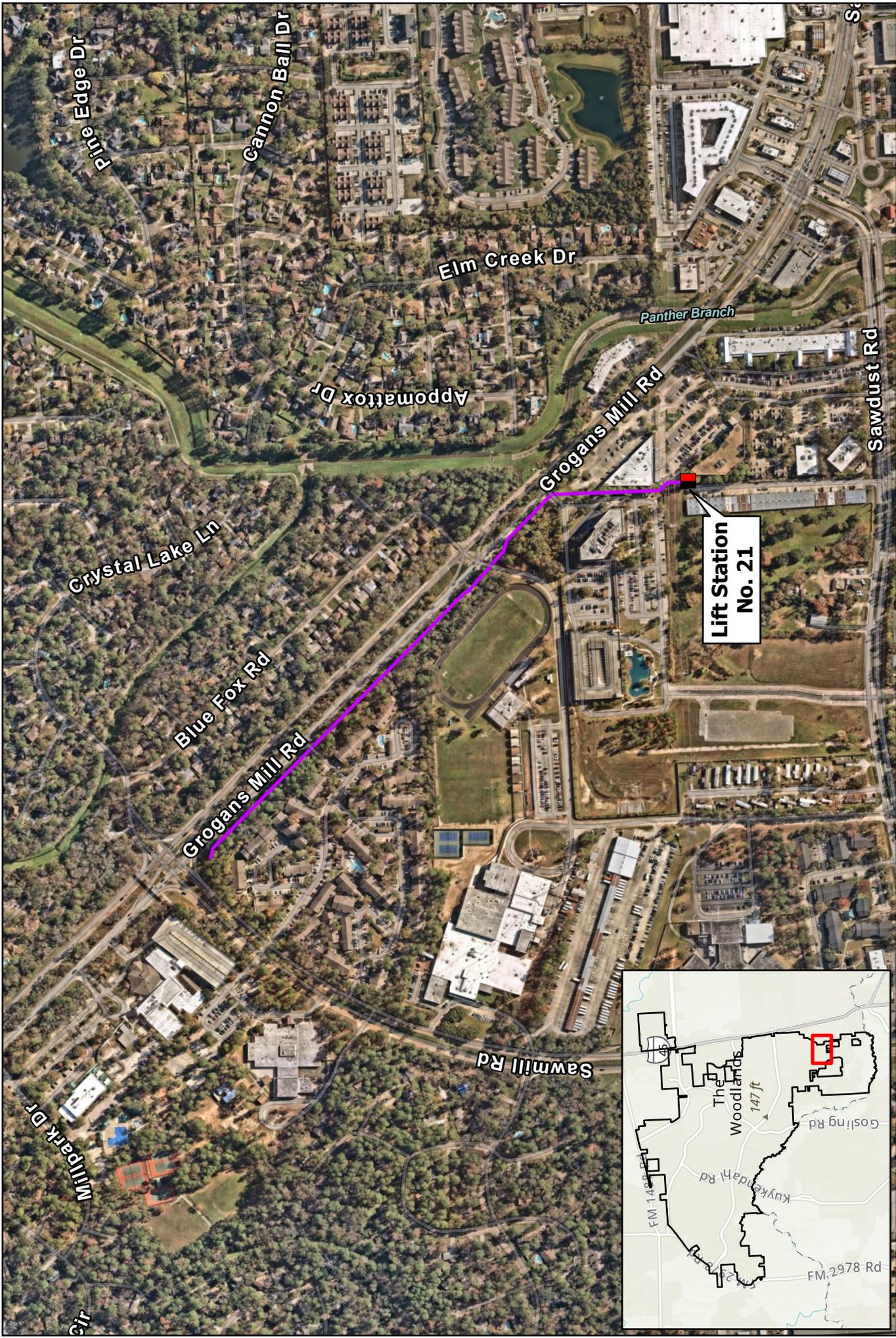
Total Amount: \$151,900.00
 Construction Cost: \$483,000.00 (Est.)
 Anticipated Completion Date: November 25, 2026

FUNDING SOURCE: R&R

ATTACHMENTS: Map, Professional Services Agreement and Work Order No. 1, Scope, Level of Effort, Schedule, Subconsultant Proposals

RECOMMENDED ACTION

Authorize the General Manager to execute a Professional Services Agreement and Work Order No. 1 in an amount not to exceed \$151,900.00 with Baxter & Woodman, Inc., for preliminary engineering of Lift Station No. 21 Force Main Renewal for the Woodlands Division.



**Lift Station
No. 21**





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

**STANDARD FORM OF AGREEMENT
PROFESSIONAL SERVICES**

Contract # 25-0044

**Lift Station No. 21 Force Main
Renewal
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. 25-0044**

This Professional Services Agreement (the “Agreement”) is made and entered into effective as of the 26th day of March 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

Baxter & Woodman, Inc., a corporation organized under the laws of the State of Texas, (“CONSULTANT”) with principal offices located at 11440 Compaq Center W. Drive, Suite 660, Houston, Texas 77070.

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 Lift Station No. 21 Force Main Renewal Project 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 OF 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.

151ARTICLE 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:

Baxter & Woodman, Inc.



By: _____

Michael A. Kurzy, P.E.
Executive Vice President

Date: February 26, 2026

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. 25-0044, between the SJRA and CONSULTANT effective March 26, 2026.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: _____

Location of Services: _____

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

Baxter & Woodman, Inc.

By: _____

Name: Michael A. Kurzy, P.E.

Title: Executive Vice President

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 <u>general guidance only</u> , 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 of 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
Lift Station No. 21 Force Main Renewal
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. 25-0044, between the SJRA and CONSULTANT effective March 26, 2026.

Work Order Date: March 26, 2026

CONSULTANT: Baxter & Woodman, Inc.

Type of Compensation: Lump Sum and Cost-Plus Multiplier
Tasks 1101 and 1104 – Lump Sum
Tasks 1102 and 1103 – Cost-Plus Multiplier with Not-to-Exceed

Compensation: \$151,900

Location of Services: Montgomery County, Texas

Description of Services: Professional Engineering Services for Project Management and Preliminary Engineering Report for Lift Station No. 21 Force Main Renewal

Deliverables: See Attached.

Schedule Requirements:

Commence Services: April 9, 2026

Completion of Services: November 25, 2026

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

Baxter & Woodman, Inc.

By: 

Name: Michael A. Kurzy, P.E.

Title: Executive Vice President

**San Jacinto River Authority
Lift Station No. 21 Force Main Renewal
Work Order No. 1**

SCOPE OF WORK

General

Lift Station No. 21 went into operation in 1982 to serve the Montgomery County MUD No. 6 service area. The lift station site is located within an SJRA easement in Reserve A of Grogan's Park Section 1. The station pumps wastewater through a 6-inch diameter ductile iron force main that extends approximately 2,600 linear feet. Beginning at Lift Station No. 21, the force main runs north within a sanitary sewer easement toward Grogan's Mill Road, then turns northwest along the west side of Grogan's Mill Road in the public right-of-way (ROW), ultimately discharging into a manhole near the intersection of Grogan's Mill Road and Sawmill Road.

A force main condition assessment was conducted in June 2022 for San Jacinto River Authority (SJRA) that included a records analysis, televising of the force main, and a physical inspection to determine estimated remaining useful life of each force main. This assessment identified sections of force mains that were at high risk of failure and ranked them based on priority. From this priority list, Lift Station No. 21's force main was identified as being in 'extremely poor condition'. The resulting data from the force main condition assessment show that this section of force main has lost approximately 70% of its original thickness and is at high risk of structural collapse.

SJRA plans to renew the force main restoring safe and reliable service. A Preliminary Engineering Report (PER) will be prepared to evaluate renewal options, recommend the best value approach with consideration to minimize disruption to the surrounding area, and provide cost estimates for each option. Survey, SUE, and Geotechnical Investigation will be completed during the PER phase.

**Task 1101 – Project Management
WWFM21.1101.0020**

1. Conduct one (1) project initiation meeting with SJRA Project Team and other interested parties to discuss Project expectations, communication, reporting, schedule, deliverables and to confirm Project goals. The project initiation meeting will include not only administrative and management topics, but also a discussion of the evaluation approach. The Consultant shall prepare a full meeting agenda/presentation. Consultant shall prepare and deliver to attendees a summary of the meeting discussion and related action items. This meeting will be in-person at SJRA's Woodlands Division Office. Specific topics to be addressed in the project initiation meeting include but are not limited to:
 - a. Confirming project stakeholders, including but not limited to federal, state, and local governmental agencies, neighborhood organizations, affected landowners, permitting agencies, and affected utilities.
 - b. Reviewing the results of the Force Main Condition Assessment completed for this project.
 - c. Confirming the project scope, deliverables, and schedule.
 - d. Confirming project reporting requirements.
 - e. Confirming the Owner's, SJRA, project expectations and level of quality.
 - f. Discussing potential risks and mitigation measures.
2. Project coordination, management, and communication shall include, but is not limited to, the following items:

**San Jacinto River Authority
Lift Station No. 21 Force Main Renewal
Work Order No. 1**

- a.* Review and incorporate the policies, procedures, and practices of SJRA.
 - b.* Ensure compliance to all contractual terms and conditions including adherence to budget, schedule, scope, and quality.
 - c.* Plan and ensure proper qualified and experienced personnel are timely assigned to project activities and coordinate the efforts of such personnel to ensure budget, schedule, scope, and quality compliance. Ensure other required equipment and material resources are readily available for proper project execution.
 - d.* Prepare, provide, and maintain an electronic Project schedule using Microsoft Project® for SJRA Project Team approval. Periodically update schedule at all phases of the Project. Schedule shall include critical activity start and/or completion dates as milestones, including monthly progress meetings, design review dates, completion of engineering design studies, and all SJRA Project deliverable due dates, as a minimum. Provide electronic schedule data in format required to support Project's Master Schedule. Schedule will include estimated review time for SJRA and any other applicable third parties for all deliverables.
 - e.* Prepare and submit monthly progress/status reports to support monthly billings. Monthly progress/status reports shall include a summary description of tasks completed as of status report date, description of activities planned for next 30 days, financial status of project, status of schedule for project, identification of any technical or other issues which may have an impact to the overall project budget and/or schedule.
 - f.* Manage, administer, and coordinate the Work of all sub-consultants (team members). Review and become familiar with all reports, documents, studies, and other information obtained and developed by the Project's sub-consultants and incorporate into the Work. Identify potential impacts to the Work, develop alternatives to eliminate, minimize and/or mitigate those impacts and present those alternatives to SJRA Project Team for consideration. Incorporate the alternative selected by SJRA Project Team into the Work.
 - g.* Facilitate document control and document sharing by utilizing the Project Procore® site for distribution and electronic filing of all Project documents.
 - h.* Conduct monthly progress meetings during PER phase through remote video conferencing.
 - i.* Conduct an in-person 60% PER workshop to review design parameters, material selections, and preliminary plans, review alternatives, and receive comments on PER. Included in the meeting will be a review of the final survey and final force main route.
 - j.* Conduct an in-person 90% PER workshop to review and receive comments on PER.
 - k.* At each of the two (2) workshops, provide Engineer's Opinion of Probable Construction Cost (EOPCC). Projection of costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost.
 - l.* Schedule and conduct review meetings with stakeholder agencies (Montgomery County, TCEQ, etc.) to support agency approval and permitting as needed.
3. Consultant shall notify assigned SJRA Project Manager in writing that Consultant has expended eighty percent (80%) of the currently approved SJRA Professional Services Agreement and/or Work Order amount within seven (7) calendar days of Consultant reaching this expenditure milestone (80% expenditure milestone). Written notification shall be provided regardless of compensation type (i.e., lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement

**San Jacinto River Authority
Lift Station No. 21 Force Main Renewal
Work Order No. 1**

by Consultant indicating whether remaining amount is adequate to complete current SJRA approved Professional Services Agreement and/or Work Order Scope of Work.

Deliverables:

Due Dates:

- | | |
|--|---|
| <ul style="list-style-type: none">a. Kick Off Meeting Agendab. Kick Off Meeting Minutesc. Baseline Project Scheduled. Monthly Progress Reportse. 80% of Contract Budget Notification | <ul style="list-style-type: none">14 Calendar days after NTP7 Calendar days after Meeting14 Calendar days after NTPWith invoice submittal7 Calendar days prior to 80% |
|--|---|

**Task 1102 – Survey & SUE
WWFM21.1102.0160**

1. Topographic Survey
 - a. Provide surveying services to obtain all field information needed for PER and design including topographic survey and property boundary surveys.
 - b. Provide horizontal and vertical locations of existing improvements and physical features including fences, property lines, roads, bridges, drainage structures, existing utilities, and railroads reasonably expected to be affected by Project.
 - c. Provide diameters and types of trees for any tree with a caliper of 6 inches or larger within the survey area. Where trees and underbrush are significant, provide a vegetation line at the edge of the clearing.
 - d. Provide survey with clear location descriptions of benchmarks and horizontal control points. Global Positioning Satellite (GPS) coordinates shall be provided and listed appropriately for control points and other key structures on survey and construction drawings. Surveyor will relate Texas Coordinate System Central Zone (NAD83). Elevations will be related to SJRA GRP Datum.
 - e. Electronic survey files shall be submitted in AutoCAD 2020 (along with the ASCII file), with the CTB file for plotting and the DTM file.

2. Depending on renewal method, provide Subsurface Utility Engineering (SUE) services. Locate existing utilities and underground facilities (utility locate services). SUE subconsultant or exploratory potholing shall be utilized at critical locations to locate sensitive underground utilities. Level A SUE will consist of vacuum excavation potholes at four (4) locations. Level B SUE will consist of toning for underground utilities along the force main route of approximately 2,600 linear feet. Electronic Survey file with Level A and Level B SUE locates shall be submitted in AutoCAD 2020 (along with ASCII file), with the CTB file for plotting and the DTM file. The SUE findings will be incorporated to the topographic survey.

Deliverables:

Due Dates:

- | | |
|--|---|
| <ul style="list-style-type: none">a. Draft Electronic Survey Filesb. Incorporate SUE finding to surveyc. Final Electronic Survey Files | <ul style="list-style-type: none">By Draft PER SubmittalBy Draft PER Submittal (if needed)30 Calendar days after receipt of SJRA comments |
|--|---|

**San Jacinto River Authority
Lift Station No. 21 Force Main Renewal
Work Order No. 1**

**Task 1103 – Geotechnical Investigation
WWFM21.1103.0180**

1. Depending on renewal method, provide a geotechnical investigation. Bore, classify, and perform pertinent tests on soils at seven (7) locations. Soil borings will be drilled to a depth of fifteen (15) feet with one located near the lift station and the other six spaced along the force main route. Soil borings will be performed along the shoulder of Grogan’s Mill Road, where tree coverage restricts access to the force main. Traffic control measures will be implemented to support work in this area.
2. Provide electronic copies of preliminary and final geotechnical investigation report to SJRA for review and comment.

Deliverables:

- a. *Preliminary Geotechnical Report (Electronic)*
- b. *Final Geotechnical Report (Electronic)*

Due Dates:

*By PER Finalization
30 Calendar days after receipt of
SJRA comments*

**Task 1104 – Preliminary Engineering
WWFM21.1104.0060**

1. Review of SJRA provided documents related to the project. These documents shall include record drawings, lift station flow data, pump data, and any available plans within the project area.
2. Analysis of force main capacity based on existing and buildout SFDUEs to be served by the lift station to determine the required force main pipe diameter. Existing and buildout SFDUEs to be provided by SJRA.
3. Coordination with pipeline companies crossing force main.
4. Perform up to two (2) site visits to the project site.
5. Review and evaluate three (3) renewal methods of lining, pipe bursting, and replacement. Coordinate with manufacturers as needed to evaluate renewal methods. Provide preliminary cost estimates and benefits and disadvantages of each method.
6. Perform one (1) in-person Alternatives Analysis workshop at SJRA to review renewal methods and perform selection of renewal method to move forward. Provide meeting minutes.
7. Preliminary Engineering Report
 - a. A draft written report will be provided at the 90% PER milestone documenting approach, force main capacity, renewal evaluation, recommendations, and Engineer’s Opinion of Probable Construction Costs (EOPCC) for each alternative. Preliminary plan and profile sheets will be developed at a 1”=20’ scale and presented as exhibits to the report. The draft report shall be reviewed internally (QC/QA Review) before submittal to SJRA.
 - b. Review and incorporate one (1) round of SJRA comments
 - c. A final PER shall be submitted to SJRA addressing SJRA’s 90% comments.

Deliverables:

- a. *Alternatives Analysis Meeting*
- b. *Draft PER*
- c. *Final PER*

Due Dates:

*60 Calendar days after Kick-Off Meeting
60 Calendar days after Alternatives Analysis Meeting
30 Calendar days after receipt of SJRA comments*

**San Jacinto River Authority
Lift Station No. 21 Force Main Renewal
Work Order No. 1**

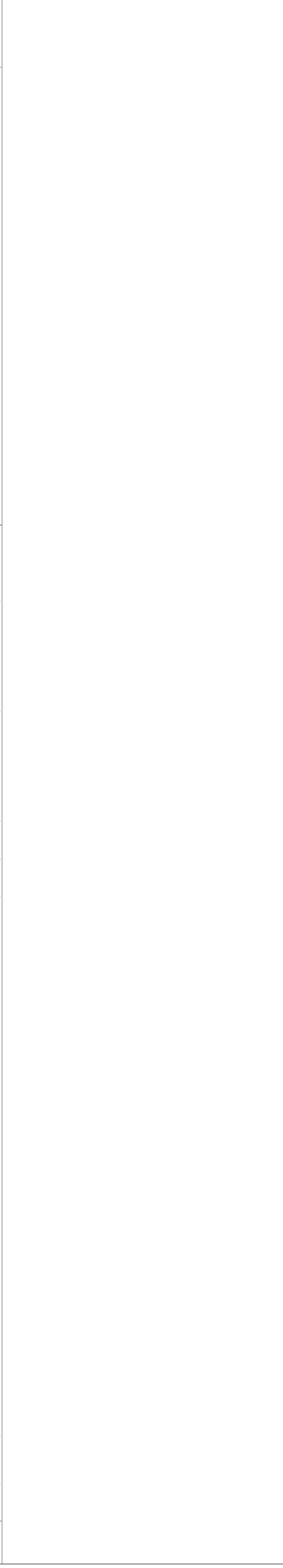
Scope of Work Summary Table

Task	Compensation Type	Amount
1101 - Project Management	Lump Sum	\$ 10,563
1102 – Survey & SUE	Cost-Plus Multiplier with Not-to-Exceed	\$ 43,424
1103 – Geotechnical Investigation	Cost-Plus Multiplier with Not-to-Exceed	\$ 17,203
1104 – Preliminary Engineering	Lump Sum	\$ 80,710
	Total Compensation:	\$ 151,900

Lift Station No. 21 Force Main Renewal
Contract 25-0044

Project Phases and Tasks	ESTIMATED MAN-HOURS										TOTALS		
	Principal in Charge	Project Manager	Sr. Civil Engineer	Civil Engineer	Construction Manager	Production Manager	CAD Technician III	Admin Assistant	QA/QC Reviewer	Subconsultant Cost		Subconsultant 10% Markup	Direct Expenses
Raw Labor Rate	\$85.00	\$75.00	\$70.00	\$50.00	\$55.00	\$60.00	\$50.00	\$33.00	\$85.00				
Billing Rate (3.25 Multiplier)	\$276.25	\$243.75	\$227.50	\$162.50	\$178.75	\$195.00	\$162.50	\$107.25	\$276.25				
Task 1101 - Project Management - Lump Sum													
1. Project initiation meeting and minutes		4		4									\$1,625
2. Project coordination, management, and communication													\$0
a. Review and incorporate policies, procedures, and practices of SJRA		1		1									\$406
b. Compliance to Contractual Terms		0		0									\$0
c. Personnel Coordination		0		0									\$0
d. Project Schedule		1		12									\$2,194
e. Monthly Progress Reports		10		0									\$2,438
f. Manage, administer and coordinate the Work of all sub-consultants		0		0									\$0
g. Facilitate document control and document sharing utilizing Procore		2		3									\$975
h. Monthly Progress Meeting (Virtual) (5 meetings)		3		3									\$1,219
i. Stakeholder Agency Meetings		3		6									\$1,706
3. Notification of 80% Expenditure		0		0									\$0
Subtotal Task 1101	\$ -	\$ 5,850	\$ -	\$ 4,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,563
Task 1102- Survey & SUE - CPM													
1a-e. Topographic and Easement Survey Services										\$ 19,660	\$ 1,966		\$ 21,626
2. Level A SUE (4 Vacuum Potholes)										\$ 10,000	\$ 1,000		\$ 11,000
2. Level B SUE										\$ 7,600	\$ 760		\$ 8,360
Additional coordination efforts (outside normal scope)		6		6									\$ 2,438
Subtotal Task 1102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,660	\$ 2,966	\$ -	\$ 43,424
Task 1103- Geotechnical Investigation - CPM													
1 & 2. Geotechnical Investigation (7 Bores)										\$ 14,900	\$ 1,490		\$ 16,390
Additional coordination efforts (outside normal scope)		2		2									\$ 813
Subtotal Task 1103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,900	\$ 1,490	\$ -	\$ 17,203
Task 1104 - Preliminary Engineering - Lump Sum													
1. Review of SJRA Provided Record Documents		4		8									\$ 2,275
2. Force Main Capacity Analysis based on Existing and Future SFDUES		4		24									\$ 4,875
3. Coordination with Pipeline Companies		2		2									\$ 813
4. Site Visits (2)		6		6							\$ 84.00		\$ 2,522
5. Evaluation of 3 alternatives		6		36									\$ 7,313
6. Alternatives Analysis Workshop (in person)		6		12							\$ 42.00		\$ 3,455
6. Preliminary Engineering Report													\$ 0
a. Draft PER													\$ 0
Preparation of P&P sheets at a 1"=20' scale		2		8		2	200						\$ 34,678
Engineer's Opinion of Probable Construction Cost (EOPCC)		2		24									\$ 4,388
Construction Scheduling		2		12									\$ 2,438
Report Writing		8		40									\$ 8,450
QA/QC		2		0	4								\$ 1,755
90% Comments Review Meeting (Virtual)		2		6									\$ 1,463
b. Final PER with SJRA 90% comments addressed		1		24			10						\$ 6,289
Subtotal Task 1104	\$ 829	\$ 11,700	\$ -	\$ 32,825	\$ 715	\$ 390	\$ 34,125	\$ -	\$ -	\$ -	\$ -	\$ 126	\$ 80,710
Basic Services TOTAL	\$ 829	\$ 17,550	\$ -	\$ 37,538	\$ 715	\$ 390	\$ 34,125	\$ -	\$ -	\$ 44,560	\$ 4,456	\$ 126	\$ 151,900
SJRA Directed Services TOTAL													

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026						
1		Lift Station No. 21 Force Main Renewal	231 days	Thu 4/9/26	Wed 11/25/26		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2		Authorization/Notice to Proceed	0 days	Thu 4/9/26	Thu 4/9/26										
3		Task 1101 - Project Management	231 days	Thu 4/9/26	Wed 11/25/26										
4		Project Initiation (Kickoff) Meeting, with Site Walk	7 days	Thu 4/9/26	Wed 4/15/26	2									
5		Project Schedule	3 days	Thu 4/16/26	Sat 4/18/26	4									
6		Monthly Progress Reports / Invoicing	150 days	Mon 6/29/26	Wed 11/25/26	2									
7		Manage, administer and coordinate the Work of all sub-consultants	60 days	Thu 4/9/26	Sun 6/7/26	2									
8		Facilitate document control and document sharing utilizing SJRA project site	150 days	Thu 4/9/26	Sat 9/5/26	2									
9		Virtual Status Meeting (1)	1 day	Mon 6/1/26	Mon 6/1/26	2									
10		60% PER Workshop	1 day	Wed 7/29/26	Wed 7/29/26	20									
11		90% PER Workshop	1 day	Sat 9/12/26	Sat 9/12/26	22									
12		Task 1102 - Survey & SUE	45 days	Thu 4/16/26	Sat 5/30/26										
13		Topographic Survey	45 days	Thu 4/16/26	Sat 5/30/26	4									
14		Level A Subsurface Utility Engineering (SUE) 4 Vacuum Potholes	45 days	Thu 4/16/26	Sat 5/30/26	4									
15		Level B Subsurface Utility Engineering (SUE) Toning for Utilities	45 days	Thu 4/16/26	Sat 5/30/26	4									
16		Task 1103 - Geotechnical Investigation	45 days	Thu 4/16/26	Sat 5/30/26										
17		Geotechnical Investigation (7 Bores)	45 days	Thu 4/16/26	Sat 5/30/26	4									
18		Task 1104 - Preliminary Engineering Report	224 days	Thu 4/16/26	Wed 11/25/26										
19		Draft PER (60%)	90 days	Thu 4/16/26	Tue 7/14/26	4									
20		SJRA Review	14 days	Wed 7/15/26	Tue 7/28/26	19									
21		Draft PER (90%)	30 days	Thu 7/30/26	Fri 8/28/26	10									
22		SJRA Review	14 days	Sat 8/29/26	Fri 9/11/26	21									
23		Final PER (100%)	30 days	Sun 9/13/26	Mon 10/12/26	11									
24		SJRA Review	14 days	Tue 10/13/26	Mon 10/26/26	23									
25		Address SJRA's comments on Final PER	30 days	Tue 10/27/26	Wed 11/25/26	24									



Task	Project Summary	Manual Task	Start-only	Deadline
Task				
Split				
Milestone				
Summary				





AGREEMENT FOR PROFESSIONAL LAND SURVEYING SERVICES

December 1, 2025

Baxter & Woodman
11450 Compaq Center West Drive, Suite 660
Houston, Texas 77070

Attn: Robel E. Giackero, PE, ENV SP
Email: rgiackero@baxterwoodman.com
Phone: 281-569-0461

Ref: Topographic Survey & Subsurface Utility Locating
San Jacinto River Authority (SJRA) Lift Station No. 21

Dear Mr. Giackero:

S & V Surveying, Inc. (Surveyor) is pleased to submit this proposal to provide professional surveying services on the referenced project in accordance with the following description of professional services, terms and conditions:

SCOPE OF SERVICES:

Provide a topographical survey of the following with horizontal and vertical controls:

- Force Main Alignment:
 - Within the ROW: ROW to edge of pavement along Grogan's Mill Road, beginning at the intersection of Grogan's Mill Road and Sawmill Road, outlined in red in the attached exhibit.
 - Within Easement: 20 feet on both sides of force main pipeline, beginning at the point where the force main enters the easement and up to the proposed lift station site, outlined in blue on the attached drawing.
- Lift Station No 21 site, including existing 20 foot ingress and egress easement, outlines in purple on the attached exhibit.
- Survey shall include location and mapping of all private underground utilities including but not limited to electric, telephone, cable, and natural gas.

Topography shall include the location of all existing structures (exterior footprint), underground utilities (gas, electric, water, storm, and sanitary sewers), overhead utilities, easements, edge of vegetation, and swales. Horizontal controls shall be based upon the Texas Coordinate System, South Central Zone, NAD 83.

Vertical control shall be on the Harris County Flood Plain Reference Marker System. All elevations shall be adjusted to the North American Vertical Datum of the year depicted on the referenced FEMA map. Natural ground elevations shall be established at 25-foot intervals along the force main alignment and include top of curb, and edge of right-of-way.

Topographical elevations shall include natural ground, swales or ditch flow lines, culverts, and grade breaks. Additional elevations shall include access drives, top of slabs, manholes (rim and flow line elevations of influent and effluent pipes, diameters, and orientation), storm inlets or drainage flow lines, and tops of bank or berm. Provide diameters and types of trees for any tree with a caliper of 6 inches or larger within the survey area. Where trees and underbrush are significant, providing a vegetation line at the edge of the clearing will suffice.

Additional Scope of Services:

- Level A Subsurface Utility Engineering (SUE) (4 anticipated locations)
- Level B SUE (force main alignment, including a 40-foot corridor extending outward from each side of the pipeline)
- Metes and Bouds and Exhibit drawing for a proposed 20-foot wide sanitary sewer easement covering the portion of the existing force main not currently within an easement.

Survey Formatting:

All graphics must comply with the certain criteria in the latest version of the City of Houston’s Infrastructure Design Manual. Drawing(s) shall be prepared in AutoCAD format at a 1”=20’ scale with north orientation toward top of drawing. Text height shall be based upon the scale stated above and the Leroy Lettering Guide number stated below:

Item	Leroy No.
NG Elevations	100
Topographical Descriptions	120

Existing natural ground elevation text shall be oriented and read at a 45° angle CCW from horizontal. Topographical descriptions shall be horizontal to the grid. Surveyed items shall be placed on layers per the Baxter and Woodman template provided on previous jobs.

Deliverables:

A digital file shall be submitted in AutoCAD 2020 (along with the ASCII file), with the CTB file for plotting and the DTM file. Comments from the engineer regarding corrections shall be forthcoming provided any of the noted items above are not shown on the survey. If SUE work is authorized, the findings will be included in the survey documentation.

ASSUMPTIONS:

- Client will provide Right of Entry letters for adjacent tracts.
- S&V will attempt to locate utilities not marked by One Call. There is no guarantee that all utilities can be located.

COMPENSATION:

Topographic Survey:

The lump sum fee for the above described professional services shall be Nineteen Thousand Six Hundred Sixty and 00/100 Dollars (\$19,660.00).

Level A SUE (4 vacuum excavation potholes):

The lump sum fee for the above described professional services shall be Two Thousand Five Hundred and 00/100 (\$2,500.00) per excavation for a total of Ten Thousand and 00/100 Dollars (\$10,000.00).

Level B SUE (toning for underground utilities):

The lump sum fee for the above described professional services shall be Seven Thousand Six Hundred and 00/100 Dollars (\$7,600.00).

ROW Parcel Acquisition (up to 1 acre per parcel):

The lump sum fee for the above described professional services shall be Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per parcel.

This cost proposal is valid for 180 days, and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the S&V general rate schedule.

If this proposal is acceptable, please sign and return a copy. We look forward to working with you on this project.

(This area left blank intentionally.)

TERMS AND CONDITIONS:

1. **Authorization to Proceed** By signing this agreement Client hereby authorizes Surveyor to proceed with the work as outlined in this agreement.
2. **Authorization of Owner** As owner of the property, Client hereby authorizes Surveyor to enter upon the Property for the purpose of conducting Surveyor's work thereon. If client is not the owner of the Property, Client agrees to obtain such authorization from the owner and provide same in writing to Surveyor.
3. **Work Product and Use** It is anticipated that Surveyor shall prepare/create certain works, surveys, maps, field notes, records, easements, and descriptions of real property (collectively, "Work Product"). Surveyor retains ownership of all work products produced. If all of Surveyor's fees and other charges have been paid in full, then Client is licensed to use the Work Product provided by Surveyor to Client for transactions related to the Property. Client agrees to not distribute, reproduce, prepare derivative works from, or display any Work Product except as is necessary for such licensed transactions. Client agrees to not deface, remove, or change Surveyor's markings placed on the Work Product. The parties agree that Surveyor shall have no liability for any unlicensed use of the Work Product. The parties agree that no other rights, whether express or implied, are granted herein by Surveyor.
4. **Limitation of Liability** In recognition of the relative risks, rewards, and benefits of the Project to the Client, and Surveyor, the total liability, in the aggregate, of Surveyor and Surveyor's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Surveyor's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Surveyor or Surveyor's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed, to the fullest extent permitted by law, the total compensation received by Surveyor under this Agreement.
5. **Indemnification** To the fullest extent permitted by law, Surveyor, shall indemnify and hold harmless the Client and Owner and their respective officers and employees from and against all claims, actions, proceedings, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, which the Client and Owner and their respective officers and employees may sustain to the extent or degree on a comparative basis of fault arising from the negligent acts, errors, or omissions of Surveyor, its officers, employees, or sub-consultants, arising from the services provided herein. To the fullest extent permitted by law the Client shall indemnify and hold harmless the Surveyor and its respective officers, employees, and sub-consultants from and against all claims, actions, proceedings, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, which the Surveyor and its respective officers, employees, and sub-consultants may sustain on a comparative basis of fault arising from the negligent acts, errors, or omissions of the Client.

6. **Attorney Fees & Costs** In any action incurred to enforce the contract or defend services provided according to the contract, the prevailing party shall be entitled to reasonable attorney's fees.
7. **Billing** All fees and other charges attributable to this Agreement will be billed by Surveyor (e.g. monthly) or at time of completion and shall be due and payable by Client at the time of billing at the address of Surveyor listed below.
8. **Filing of Liens** Surveyor retains the right, if it so chooses, to file a lien on the subject property in accordance with current legal statutes for cases of non-payment of Surveyor's invoices.
9. **Termination** Either Client or Surveyor may terminate this agreement by giving 14 days written notice to the other party. In such event, Client shall forthwith pay Surveyor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon the completion of all applicable requirements of this agreement.
10. **Additional Services** Any services not included in the scope of services in this agreement shall be provided by the Surveyor, when specifically authorized in writing by the Client, on a time and material basis according to Surveyors current Rate Sheet.

CLIENT

By: _____

Printed Name: _____

Title: _____

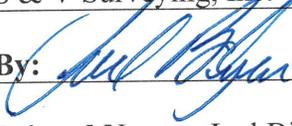
Address: _____

Telephone: _____

Facsimile _____

SURVEYOR

S & V Surveying, Inc.

By:  _____

Printed Name: Joel Bilyeu

Title: Vice President

Address: 20111 Krahn

Spring, Texas 77388

Telephone: 281.353.2570

Facsimile: 281.353.2407

December 5, 2025
Proposal No. 16-01971

Mr. Robel Giackero, PE
Baxter & Woodman
1080 Eldridge Parkway, Suite 600
Houston, Texas 77077

Subject: Proposal to Perform Geotechnical Evaluation
SJRA Lift Station No. 21 Force Main Renewal
Grogans Mill Road and Sawmill Road
Montgomery County, Texas

Dear Mr. Giackero:

We are pleased to present this proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA) Certificate No. 3204.01 for Construction Materials and No. 3204.02 for Geotechnical. A complete list of the tests on our scope of accreditation can be found at the A2LA website (www.a2la.org).

SITE AND PROJECT DESCRIPTION

The project consists of replacing approximately 2,600 linear feet of 6-inch-diameter force main that extends north from San Jacinto River Authority (SJRA) Lift Station No. 21 and then turns west along the westbound of Grogans Mill Road in Montgomery County, Texas. We understand that the force main is proposed to have invert depths ranging from approximately 5 to 7 feet. We also understand that the force main will be installed using open-cuts and/or trenchless (pipe bursting) methods.

SCOPE OF SERVICES

- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample seven exploratory soil borings along the alignment to depths of about 15 feet below the ground surface (bgs).
- Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength tests.
- Prepare a geotechnical letter report to include log of the exploratory boring and results of the laboratory testing. The letter report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Excavation characteristics of onsite soils;
 - Earthwork considerations including OSHA soil classification and trench safety;
 - Dewatering recommendations;
 - Lateral earth pressures on temporary excavation support; and
 - Geotechnical guidelines for open-cut and trenchless construction.

ASSUMPTIONS

- The site is accessible to drilling equipment and site access will be granted.
- One day of traffic control services will be needed for portion of the alignment along Grogans Mill Road.
- Ninyo & Moore will not need to obtain any permits to perform work or for environmental clearance as a part of this project.
- The boreholes can be backfilled with soil cuttings from the drilling activities and the pavement patched with like materials.
- Some ground disturbance should be expected as a result of our fieldwork.

- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

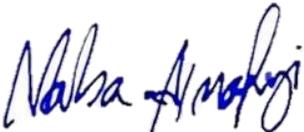
We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be initiated within about two weeks after receipt of the notice to proceed. We anticipate issuing a report within about four weeks after fieldwork is completed.

FEE

We propose to provide our services for a lump sum fee of \$14,900. Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

To authorize our services, please provide a Work Order in accordance with our Master Services Agreement.

Respectfully submitted,
NINYO & MOORE


Naba A. Almofraji, PE
Senior Project Engineer

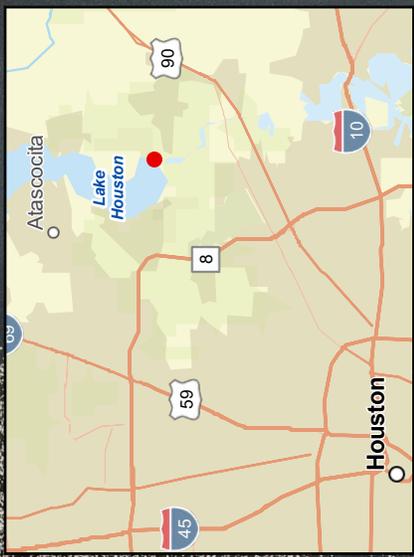

Jay T. Sunderwala, PE
Managing Principal Engineer

NAA/JTS/vja

Item No.	Agenda Item	Date
7.4	Consider authorizing the General Manager to approve Request Change No. 1 to Purchase Order No. 001838 with Cummins Southern Plains for the purchase of a generator enclosure listed in Early Procurement Package 2 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.	03/26/2026
BACKGROUND INFORMATION		
<p>Vendor Name: Cummins Southern Plains</p> <p>Project: Lake Houston Pump Station Pump and Motor Replacement</p> <p>Type of Agreement: Purchase Order (Sourcewell Contract #: 092222-CMM)</p> <p>Project Description/Justification:</p> <p>The Lake Houston Pump Station (LHPS) Pump and Motor Replacement project includes early procurement and installation of long lead time equipment including a natural gas generator as a backup/emergency power source for the pump station. To ensure the generator is available in time for installation during construction, Early Procurement Package 2, which was approved by the SJRA Board of Directors on October 23, 2025, includes the 600-kW natural gas generator as specified by the design team. This package will be procured through the SJRA approved cooperative contract. A new generator is needed for this project due to the downrating of LHPS’s operating voltage from 2400 volts to 480 volts. This will allow for the replacement pumps and motors to operate at the lower voltage during a power outage. This equipment will be installed in the existing generator building at the LHPS site.</p> <p>The proposed generator was to be installed in the existing generator building. However, installing the larger generator within the building would require the roof to be removed and replaced at an approximate cost of \$110,000. Additionally, future generator replacement would require a repeat of this process when needed after the generator's expected 20-25 year useful life. SJRA staff internally discussed this challenge and decided to install an enclosure over the generator at a separate location on the site that would allow ease of installation and remove the need for a rental generator during construction. This enclosure will provide the generator protection from the elements and attenuate its sound.</p> <p>Original Equipment Cost: \$ 376,826.00 (PO 001838) Additional Equipment Cost: \$ 61,085.00 Total Equipment Cost: \$ 437,911.00</p> <p>Anticipated Delivery Date: 26 Weeks After Issuance of Request Change No. 1</p>		
FUNDING SOURCE: Highlands Repair and Replacement Fund		
ATTACHMENTS: Map, Quote from Vendor		
RECOMMENDED ACTION		
Authorize the General Manager to approve Request Change No. 1 to Purchase Order No. 001838 with Cummins Southern Plains for the purchase of a generator enclosure listed in Early Procurement Package 2 in an amount not to exceed \$61,085.00 as part of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.		



Generator Building



Lake Houston Pump Station Pump and Motor Replacement - Package 2



March 9, 2026

Sourcewell Contract #: 092222-CMM

Oren Kilgore

Power Gen Commercial Sales Rep - Senior

oren.kilgore@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>GENSET, SPARK-IGNITED - 60 HZ, 600 KW-750 KVA GTA50E, 1135 HP, 8.5:1, Factory Certified for Emissions Catalyst, 10" Flange, NSPS 2/4/1 Duty Rating - Standby Power Listing - UL 2200 Natural Gas Enclosure - Sound Att, LEVEL 2, Galvaneal, Base Mtd, with Exhaust System Onan Green Enclosure Color Generator - S5L1D-F41 (ADS #TBD), 60Hz, Winding 311 - 12 Wire, 105C, 0.8pf Voltage - 277/480, 3ph Exciter / Regulator - PMG, 3 Phase Sensor Heater - Alternator, 120VAC Set Control - Power Command 3.3 MLD Controls Facing Left Radiator Cooled Shutdown - Low Coolant Level Coolant Heater - 240V 1ph / 4000W Sightglass on Radiator Engine Governor - Electronic, Isochronous Only Engine Starter - 24 VDC Motor Battery Charging Alternator - Normal Output Engine Air Cleaner - Normal Duty Lube Oil, Engine Filled Prior to Shipment Anti-Freeze - 50/50 Mix, System Filled Prior to Shipment Critical Grade Silencer, Carbon Steel Extension - Oil Drain Extension - Engine Coolant Drain Bargraph - AC Analog Meters Heater - Main Display Annunciator (RS485) Manuals in English Batteries - C8DXH Wet (QTY 4) Battery Rack Battery Charger, 120 / 208 VAC Input, 10A / 24Vdc Output Relays - Genset Status (User Configured)</p>	1



	Circuit Breaker - LSiG_1200A_100%_RIGHT, 600/525V AC Lights Inside Enclosure Distro Panel 100A 120/240V 1P/3W Genset Warranty - Standby, 5 yr / 2500 hours parts, labor and travel Std CB Mounting Option Drip Rails	
2	Stainless Steel Ball Valves on coolant heater	1
3	Hose extensions	1
4	Freight and other charges	1
5	Service - start up & testing	1

Level 2 Sound Attenuated Enclosure Addition: \$61,085.00

Quote value does not include any tax.

Clarifications/Exceptions:

Cummins warranty will begin upon initial startup of equipment.

Only electronic O&Ms provided, if hard copied are needed the contractor will need to print them.

Any additional circuit breaker lugs are to be provided by others.

Level 2 Enclosure Addition is for generator on PO001838/ PO Dtae 10/28/2025



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Oren Kilgore

Oren Kilgore
Senior Sales Executive - PG
lu351@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Southern Plains, LLC ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond



Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order



for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered



by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.



21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



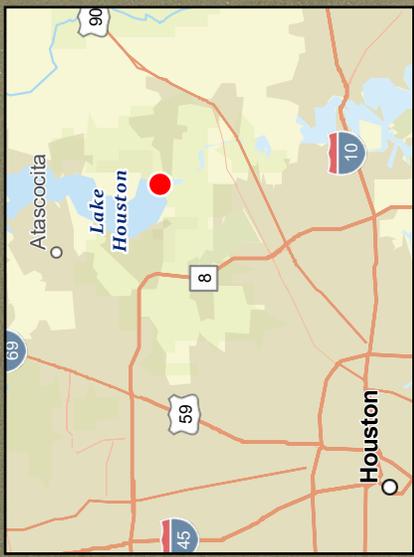
28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Item No.	Agenda Item	Date
7.5	Consider authorizing the General Manager to execute a General Services Agreement with Smith Pump Company, Inc., for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.	03/26/2026
BACKGROUND INFORMATION		
<p>Vendor Name: Smith Pump Company, Inc.</p> <p>Project: Lake Houston Pump Station Pump and Motor Replacement</p> <p>Type of Agreement: General Services Agreement Contract No. 25-0048-A</p> <p>Project Description/Justification:</p> <p>The Lake Houston Pump Station (LHPS) Pump and Motor Replacement project includes early procurement and installation of long lead time equipment including pumps, motors and variable frequency drives (VFDs) to replace the existing pumps and motors. The new pumps, motors and VFDs are needed for this project to replace the existing pumps and motors which are 40-70 years old. The project also includes the downrating of LHPS's operating voltage from 2400 volts to 480 volts. The pumps and motors will be installed inside of the existing LHPS building while the VFDs will be installed in the electrical room at the Remote Operations Center (ROC). Eaton VFDs are being utilized with the pumps and motors to allow for operational consistency with the Eaton switchboard and automatic transfer switch procured as part of Early Procurement Package 1.</p> <p>To ensure this equipment is available in time for installation during construction, Early Procurement Package 3 includes the pumps, motors and Eaton VFDs as specified by the design team. This package is being procured through SJRA's formal procurement process. A request for proposals was issued on November 7, 2025, with three vendors submitting their proposals on January 12, 2026. The vendor that scored the highest based on their submittal and final interview was Smith Pump Company, Inc.</p> <p>Equipment Cost: \$3,248,000.00</p> <p>Anticipated Delivery Date: 58 Weeks After Executed General Services Agreement</p>		
FUNDING SOURCE: Highlands Repair and Replacement Fund		
ATTACHMENTS: Map, Proposal Bids and Scores, Sole Source Justification for Eaton VFDs, General Services Agreement		
RECOMMENDED ACTION		
Authorize the General Manager to execute a General Services Agreement with Smith Pump Company, Inc., in an amount not to exceed \$3,248,000.00, for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division.		



Electrical Control Room

Pump Station



Lake Houston Pump Station Pump and Motor Replacement - Package 3



Proposal Bids and Scores

Project: Lake Houston Pump Station Pump and Motor Replacement

Type of Agreement: General Services Agreement
Contract No. 25-0048

Contractor Selection/Justification:

The Request for Proposal (RFP 25-0048) for the Lake Houston Pump Station Pumps, Motors and Variable Frequency Drives (VFDs) Procurement was advertised on **November 7, 2025**. Three (3) vendors submitted proposals on **January 12, 2026**, which were reviewed by SJRA's scoring team on **February 2, 2026**. After the review, two of the vendors (Smith Pump Company and Zone Industries) were shortlisted for interviews held on **February 18, 2026**. The scores determined by the scoring team after reviewing submittals and attending the interviews are summarized in the table below.

Vendor	Responsive	Proposal Amount	Total Score
Smith Pump Company, Inc.	Yes	\$3,248,000	97.93
Zone Industries LLC	Yes	\$2,535,571	91.06
ECR Industries LLC	No	-	-

Based on the review and discussion by the scoring team and evaluation of the vendors submittals, references, and interview responses, the decision was made to recommend Smith Pump Company, Inc. to the SJRA Board of Directors for procurement of pumps, motors and VFDs for the Lake Houston Pump Station.

SJRA

SAN JACINTO RIVER AUTHORITY

MEMORANDUM

PURPOSE:

FROM:

SUBJECT:

DATE:

CC:

BUDGETED:

APPROVED: Lynzey Jett

APPROVED: Ed Shackelford, PE

APPROVED: Justin Ford, CPPB, CTCM

APPROVED: Aubrey A. Spear, PE

Lynzey Jett BR
Ed Shackelford
Justin Ford
Aubrey A. Spear



Vendor: _____

Amount: _____

This is a request for

(list product/service):

The purchase must meet one of the following criteria: (PLEASE CHECK ALL THAT APPLY, USE SECOND PAGE IF NEEDED)

One known source can provide the commodity or service

Unique source (commodity or service is unique or special in nature)

Compatibility (compatibility with existing equipment/systems required)

Sales territories or product availability is limited within geographical boundaries

Limited or proprietary systems (additional licenses, updates, specialized replacement parts, etc)

Personal or professional services with specialized knowledge, expertise, skill, or education

Security/Surveillance (components/systems to prevent terrorists, criminal acts/incidents or acts of war)

Other

Please provide business justification below:

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

August 7, 2025

Aubrey A. Spears, P.E.
General Manager
San Jacinto River Authority
1577 Dam Site Road
Conroe, TX 77304

Subject: Lake Houston Pump Station
Variable Frequency Drive Sole Source Justification Letter

On behalf of Black & Veatch, we are submitting this single source justification for the selection of Eaton as the manufacturer and supplier of the new variable frequency drives (VFDs), for the SJRA Lake Houston Pump and Motor Replacement Project. Based on our design review, operational needs, and alignment with SJRA's existing infrastructure, we recommend sole sourcing Eaton for the following reasons:

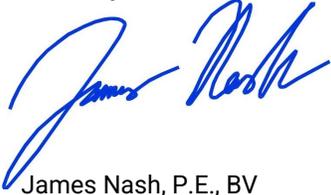
- 1. System Standardization Across SJRA Facilities**
SJRA currently uses Eaton electrical equipment throughout its facilities. Sole sourcing Eaton ensures seamless integration with your existing systems, reducing the need for reconfiguration or additional system modifications. This also maintains consistency in performance, diagnostics, and maintenance across all sites.
- 2. Operational Efficiency and Staff Familiarity**
SJRA operations and maintenance personnel are already trained and familiar with Eaton products, interfaces, and troubleshooting procedures. Introducing a different manufacturer would require additional staff training and adaptation, which may delay commissioning and increase operational risk.
- 3. Spare Parts Availability and Inventory Management**
By maintaining uniformity in equipment, SJRA is able to leverage existing spare parts inventory, reducing the need to stock additional components. This lowers lifecycle costs and simplifies ongoing maintenance and repairs.
- 4. Warranty and Technical Support Continuity**
Utilizing a single manufacturer allows SJRA to maintain consistent warranty coverage, technical support contacts, and escalation procedures. This streamlines issue resolution and ensures clear accountability.
- 5. Design Simplification and Cost-Effectiveness**
Standardizing with Eaton simplifies our design process by leveraging known equipment specifications, standard layouts, and proven interfaces. This efficiency directly contributes to a more cost-effective engineering and construction approach, reducing design hours, minimizing change orders, and improving overall project delivery.
- 6. Lead Times and Delivery**
Given ongoing supply chain considerations, working with a sole-source vendor with whom the Authority has an established relationship with allows for better coordination on delivery schedules and reduces risk of project delays due to incompatible or delayed equipment.

For these reasons, we recommend that Eaton be approved as a single-source provider for this project's VFDs and related electrical equipment. This approach supports SJRA's long-term operations, reduces integration risk, simplifies the design process, and ensures consistent performance and support in a cost-effective manner.

The estimated probable cost for supply of the required (4) – VFDs for the project is \$325,000.

Please let us know if you need any additional documentation or further discussion regarding this recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Nash". The signature is fluid and cursive, with the first name "James" written in a larger, more prominent script than the last name "Nash".

James Nash, P.E., BV

cc: Christopher Munson, P.E., BV
Benjamin Castleberry, P.E., BV
Anthony Mbroh, P.E., Mbroh



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

**STANDARD FORM OF AGREEMENT
GENERAL SERVICES**

CONTRACT # 25-0048-A

**Lake Houston Pump Station Pumps, Motors and
Variable Frequency Drives Procurement**

GENERAL SERVICES AGREEMENT
Contract # 25-0048-A

Project: Lake Houston Pump Station Pumps, Motors, and Variable Frequency Drives

Project Location: Lake Houston Pump Station, Crosby, TX

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *General and Administration Division - PO Box 329, Conroe, TX 77305 936-588-3111*
- *Flood Management 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*
- *Highlands Division – PO Box 861, Highlands, TX 77562 281-843-3300*
- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*

(Contact Person / Phone / e-mail) Grady Garrow / 936 588 7181 / GGarrow@SJRA.Net

and

Vendor: Smith Pump Company, Inc.

(Address for Written Notice) 301 M&B Industrial, Waco, TX 76712

(Contact Person / Phone / email) Shane Wallace / 254 776 0037 / shanew@smithpump.com

The SJRA and the Vendor 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 Vendor 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"). Vendor 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:

Provide procurement and support services for pumps, motors and variable frequency drives (VFDs) for Lake Houston Pump Station. Support services would include but are not limited to services provided during pump installation, startup and maintenance.

"Work" shall mean the construction and services required by or reasonably inferable from the Contract Documents, whether commenced or not, or completed or partially completed, and all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations pursuant to the Contract Documents.

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 Vendor, 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 Vendor 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 Vendor shall not have any claim for adjustment of the Contract Price or the Contract Time as a result thereof, unless Vendor 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 Vendor 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 CONTRACT TIME

2.1 Vendor shall complete the Work and supply of the Goods, within 365 days after SJRA's issuance of a notice to proceed to Vendor (the "Contract Time"), subject to adjustments of this Contract Time executed in writing and agreed to by the Parties by Change Order. All references to a "day" or "days" in the Contract Documents shall mean a calendar day or calendar days unless otherwise expressly provided.

2.2 The Parties agree that time is of the essence for this Contract. Pursuant to Section 49.271(e) of the Texas Water Code, as amended, Parties hereby agree that for each and every calendar day the Goods or any portion of the Goods remain uncompleted or undelivered after the expiration of the Contract Time , plus any extensions thereof allowed pursuant to this Contract, Vendor shall pay SJRA liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day for each and every day of delay.

The Parties acknowledge, stipulate, and agree that actual damages resulting from delay in delivery are difficult to ascertain at the time of contracting and that the amount of liquidated damages stated herein is a reasonable estimate of SJRA's anticipated damages resulting from such delay. The Parties further agree that the liquidated damages provided for in this Section are not a penalty but represent a fair and reasonable measure of compensation to SJRA.

Liquidated damages shall begin to accrue on the first calendar day following the expiration of the Contract Time and shall continue to accrue until all Goods have been delivered and accepted by SJRA in accordance with the Contract. SJRA may deduct and withhold any liquidated damages assessed under this Contract from amounts due or to become due to Vendor. If the amounts due to Vendor are insufficient to cover the liquidated damages owed, SJRA may recover any deficiency from Vendor directly or from the surety under the performance bond, if applicable.

The assessment of liquidated damages shall not preclude SJRA from pursuing any other rights or remedies available at law or in equity, including recovery of additional actual damages for any breach of this Contract other than delay. SJRA shall not be required to prove actual damages to enforce liquidated damages under this Section. Failure by SJRA to enforce liquidated damages immediately shall not constitute a waiver of its right to assess and collect such damages at any time.

2.3 Notwithstanding the terms and provisions of Paragraph 2.2 above, the Parties agree and acknowledge that in the event no sum is inserted in the blank in Paragraph 2.2 or the sum of zero (0) dollars is inserted in the blank in Paragraph 2.2, SJRA shall be entitled to recover any and all actual damages incurred if the Vendor fails to complete the Work and supply the Goods, within the Contract Time.

2.4 If the Vendor is delayed at any time in progress of the Work and supply of the Goods by acts of God, fire, industry-wide material, equipment or labor shortages, or other causes beyond the Vendor's control, the Contract Time shall be subject to equitable adjustment, provided that Vendor can establish that such delay was not reasonably avoidable and impacted the Project's critical path, and Vendor delivered written notice of such delay to SJRA within one (1) working day of the date Vendor knew or should have known of the delay. Vendor shall not be entitled to any damages for delay, hindrances or interferences to the Work or to the Goods to be supplied except to the extent: 1) such delay, hindrance or interference is caused by SJRA or a party for whom it is responsible; and 2) such delay, hindrance or interference continues for more than three (3) working days after Vendor has provided SJRA with written notice of the (a) delay, hindrance or interference, (b) cause of the delay, hindrance or interference, and (c) the action that must be taken to cure the delay, hindrance or interference. Any damages recoverable by Vendor from SJRA for any delay, hindrance or interference to the Work or to the Goods to be supplied are limited to Vendor's extended field general conditions overhead, and adjustment of the Contract Time and such damages shall be Vendor's sole and exclusive remedy for any such delay, hindrance or interference to the Work.

ARTICLE 3 CONTRACT PRICE

3.1 The SJRA will pay Vendor in current funds for Vendor'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 Vendor'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 Vendor costs, overhead and profit for the Work.

3.2 Vendor shall pay only, and Vendor warrants and represents that the Contract Price includes only, those sales, consumer, use and other similar taxes required to be paid by Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Project/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:

- Vendor's name, address and telephone number
 - An invoice date and number
 - SJRA Purchase Order number
 - Contract number
 - 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

A proforma invoice shall be sent to the Project/Construction Manager, as identified in the Notice to Proceed, and include the following:

- Test results verifying correct working conditions for EACH motor installed must be received by the Project/Construction Manager before payment will be remitted.
- Test results may either accompany the delivery of the motor or be emailed SAME DAY to the Project/Construction Manager.
- Test results shall contain the Purchase Order number, quotation number and invoice number.

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 Vendor 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 Vendor to timely or properly make payments to Subvendors 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 Vendor for which Vendor 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 Vendor to submit or update a schedule of values, submittal schedule, or construction project schedule in accordance with the Contract Documents;
- (h) failure of Vendor to maintain a record of changes on drawings and documents;
- (i) failure of Vendor to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of Owner;
- (j) Vendor's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- (k) property damage claims that are the responsibility of the Vendor; or
- (l) failure of Vendor 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, Vendor 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.

4.3 The Equipment Manufacturer shall warrant the Goods furnished under this Contract for a period of five (5) years, from the date of Substantial Completion for all pumping units, against defects in materials and workmanship, equipment design, and operational failure.

"Substantial Completion" shall mean the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of SJRA, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

"Work" shall mean the construction and services required by or reasonably inferable from the Contract Documents, whether commenced or not, or completed or partially completed, and all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations pursuant to the Contract Documents.

4.4 For purposes of this Agreement, "Final Completion" shall be the point in time when SJRA determines that all Work has been completed and the Agreement fully performed except for those obligations that survive final payment. Upon written notice from Vendor that the entire Work is complete, SJRA will make a final inspection with Vendor and provide written notice of all particulars in which this inspection reveals that the Work is incomplete or defective. Vendor shall immediately take such measures as are necessary to complete such Work or remedy such

deficiencies. SJRA, other third party consultants, and any other governmental entity or public authority with jurisdiction over the project may assist SJRA in the inspection and testing of the Work and Vendor agrees to and shall cooperate with any such consultants or authorities with respect to any such inspections and tests. If, on the basis of observation of the Work during construction, final inspection, and review of the final invoice and accompanying documentation as required by the Contract Documents, SJRA is satisfied that the Work has been completed and Vendor's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, SJRA will pay to Vendor the balance due Vendor under the terms of the Contract. Owner will issue a certificate of Final Completion to Vendor which establishes the Final Completion date. Final payment, constituting the entire unpaid balance of the Contract Price, will be made by the SJRA to Vendor after final completion and acceptance of the Work by the SJRA, and Vendor's execution and delivery to SJRA of the Affidavit of Bills Paid and Waiver and Release. The making and acceptance of final payment will constitute a waiver of all claims by Vendor against SJRA other than those previously made in writing and still unsettled at the time of the final payment.

4.5 Special Payment Terms for this contract include the following:

1. Submittal and processing of Payments: Submit applications for payment in accordance with Section 5, Standard Terms and Conditions, Item 2, Payments.
2. The Owner will make progress payments related to this Contract for Goods and Special Services.
 - a) Payment is based on achieving Milestones described below and the payment percentage for these Milestones:

Number	Milestone	Percent of Contract Price
1	Approval of Shop Drawings	5%
2	Completion of Factory Testing and Submittal Including Approval of All Testing Reports/Documentation	20%
3	Delivery of Equipment (See Section 43 24 13, 1.1)	65%
4	Manufacturers Services During Installation	5%
5	Completion of Field Performance Test, Provision of Final Operations and Maintenance Manuals, Warranties and other final Documentation required by the Contract Documents.	5%

- b) Payment will be made for the amount determined above, less the total of payments previously made, and less retainage and damages determined in the Contract.
- c) Payment milestones outlined above shall be made for each pumping unit separately unless otherwise mentioned below (pump, motor, VFD and all appurtenances). See Specification Section 43 24 13 for additional detail.
- d) Payment for Milestone Nos. 4 and 5 shall only be paid upon completion of services for all pumps.
- e) Milestone 5 is considered complete after Final Completion.

ARTICLE 5
VENDOR OBLIGATIONS AND REPRESENTATIONS

5.1 Vendor 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 Vendor 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. Vendor 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 Vendor's performance and completion of the Work and supply of the Goods.

5.3 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Vendor, and safety precautions and programs incident thereto.

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

5.9 Vendor has given SJRA prompt written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Contract Documents, and the written resolution thereof by SJRA is acceptable to Vendor. If Vendor fails to provide SJRA with prompt written notice of any conflicts, errors, ambiguities, or discrepancies that Vendor knew of, or in using reasonable diligence should have known, then Vendor 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 Vendor hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes, and Vendor 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, Vendor 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, Vendor shall submit a signed Texas Ethics Commission (“TEC”) Conflict of Interest Questionnaire (“CIQ”) at the time Vendor 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 Vendor certifies that there are no

Conflicts of Interest, Vendor shall indicate so by writing name of Vendor's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Vendor is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Vendor shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time Vendor 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/>. Vendor agrees and acknowledges that this Agreement shall be of no force and effect unless and until Vendor 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, Vendor hereby verifies that Vendor, 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, Vendor represents and certifies that, at the time of execution of this Agreement, neither Vendor, 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, Vendor hereby verifies that Vendor, 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, Vendor hereby verifies that Vendor, 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 Vendor direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Vendor verifies that neither Vendor, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-Vendors 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.

Vendor 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, Vendor 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 Vendor 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 Vendor shall promptly correct all Work and Goods provided, rejected by SJRA as failing to conform to the requirements of the Contract Documents. The Vendor 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 Vendor’s defective Work, defective Goods, or Vendor’s correction of its defective Work or defective Goods, and any additional inspections or testing required. In addition to the Vendor’s other obligations including but not limited to any other implied or express warranties under the Contract Documents, the Vendor shall, for a period of one (1) year after final completion of the Work, correct all Work not conforming to the requirements of the Contract Documents at Vendor’s sole cost and expense.

If the Vendor fails to correct non-conforming Work and supplied Goods, within a reasonable time, SJRA may correct it and Vendor 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 Vendor 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 Vendor 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 Vendor's liability with respect to the Vendor's obligations other than specifically to correct the Work and supplied Goods.

Documentation to be provided by Vendor at Final Completion of the Goods per Purchase Order:

- Copy of purchase order(s) and original invoices(s)
- Warranty policy(ies) and/or certifications as may be required in the Technical Specifications (Exhibit E)
- Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications (Exhibit E)

5.13 Vendor 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. Vendor shall not employ any sub Vendor, whether initially or as a substitute, against whom SJRA may have reasonable objection. Vendor shall enter into written agreements with all sub Vendors which specifically bind the sub Vendors 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 Vendor or any sub Vendor, 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 Vendor (except to the extent of damage or loss attributable to errors or omissions in the drawings or specifications (unless Vendor had knowledge of the error or omission or using reasonable care should have known of the error and Vendor 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 Vendor or its agent, or employee, or Sub Vendors of any tier).

5.14 In accordance with Chapter 2258 of the Texas Government Code, Vendor shall pay and shall require that each of its sub Vendors 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 Vendor shall maintain a work force adequate to accomplish the Work within the Contract Time. Vendor agrees to employ only orderly and competent workers, skillful in performance of the Work. Vendor and any sub Vendor, 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, Vendor and any sub Vendor 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 Vendor 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, Vendor shall immediately remove such worker or representative, including any officer or owner of Vendor, from performing the Work, and may not employ such worker or representative again on the Work without SJRA's prior written consent. Vendor shall at all times maintain good discipline and order on SJRA property in all matters pertaining to this Work.

5.16 Vendor 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. Vendor further agrees to cooperate with SJRA should SJRA wish to prosecute suits against manufacturers or suppliers for illegal price fixing.

5.17 Vendor shall be fully responsible to SJRA for all acts and omissions of the sub Vendors, manufacturers, or suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Vendor just as Vendor is responsible for Vendor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such sub Vendor, manufacturer, or supplier or other person or organization any contractual relationship between SJRA and any such sub Vendor, 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 sub Vendor, manufacturer or supplier or other person or organization except as may otherwise be required by laws and regulations.

5.18 Vendor shall be solely responsible for efficiently scheduling and coordinating the Work of sub Vendors, manufacturers, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Vendor in order to avoid any delays or inefficiencies in the prosecution of the Work. Vendor shall require all sub Vendors, 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 Vendor.

5.19 Vendor shall pay each sub Vendor, manufacturer and supplier their appropriate share of payments made to Vendor not later than ten (10) days from Vendor'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 Vendor, require that the sub Vendor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of SJRA, rather than the Vendor; however, if SJRA requires any such performance by a sub Vendor for SJRA's direct benefit, then SJRA shall be bound and obligated to pay such sub Vendor the reasonable value for all Work performed by sub Vendor to the date of termination of the Vendor, less payments to Vendor for such sub Vendor's work, and for all Work performed by sub Vendor 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 Vendor and the affected sub Vendor(s).

5.20 Vendor 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 **VENDOR 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 Vendor'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, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE, VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE SJRA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, AND OTHER VENDORS (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 VENDOR,

ANY SUBVENDOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY VENDOR, ANY SUBVENDOR, OR ANY SUPPLIER TO PERFORM ANY OF THE WORK OR SUPPLY ANY OF THE GOODS, OR ANYONE FOR WHOSE ACTS VENDOR, ANY SUBVENDOR, OR ANY SUPPLIER MAY BE LIABLE.

6.1.2 In any and all claims against the Indemnitees by any employee (or the survivor or personal representative of such employee) of Vendor, any sub Vendor, any supplier, or any individual or entity directly or indirectly employed by Vendor, any sub Vendor, or any supplier to perform any of the Work or to supply any of the Goods, or anyone for whose acts Vendor, any sub Vendor, 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 Vendor or any such sub Vendor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.1.3 Vendor's obligations under this Agreement to defend, indemnify and hold harmless SJRA shall not be limited in any way by any insurance required of Vendor by this Agreement or otherwise provided or maintained by Vendor. Any insurance obligations of Vendor under this Agreement are independent from Vendor'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 Vendor 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 Vendor's receipt of such notice, the Vendor shall cease performing the Work immediately. The Vendor 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. Vendor agrees and acknowledges that Vendor's obligations under this

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

6.6 **Independent Vendor.** It is understood and agreed that the relationship of Vendor to SJRA shall be that of an independent Vendor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Vendor the agent, servant, or employee of SJRA, or (2) create any partnership, joint venture, or other association between SJRA and Vendor. Vendor 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.** Vendor agrees that, as between SJRA and Vendor, Vendor 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 Vendor 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.** Vendor 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, Vendor shall keep the site of the Work free from any accumulations of waste materials, rubbish and other debris resulting from the Work. Vendor shall provide such personnel, waste containers and/or equipment necessary to maintain an orderly, clean and safe work site. Vendor shall keep all streets, access streets, driveways, and areas of public access, walkways, and other designated areas clean and open at all times. Vendor 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, Vendor shall also remove all tools, appliances, construction equipment and machinery, and surplus materials. Vendor 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 Vendor 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 Vendor and may be offset against any sum otherwise due Vendor.

6.9 Legal Compliance. Vendor 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 Vendor shall maintain and require that its Subvendors 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 Vendor 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 Vendor's receipt of the Stop Work Notice, the Vendor shall immediately cease all Work until notified by SJRA that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by SJRA as a result of the issuance of such Stop Work Notice.

6.11 Insurance. Vendor 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. Vendor 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 Vendor 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. Vendor is responsible for any damages occurring to SJRA property, equipment or parts while Vendor, or any Subvendor or third party acting on behalf of Vendor, is (i) working on SJRA property, equipment or parts; or (ii) transporting SJRA property, equipment or parts.

6.16 Confidentiality. Neither Vendor nor any of its Subvendors 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 Vendor or its Subvendors 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: RFP and Vendor's Proposal
- Exhibit B: Insurance Requirements
- Exhibit C: Vendor's Certificate of Insurance
- Exhibit D: Bond Forms
 - Payment Bond
 - Performance Bond
- Exhibit E: Technical Specifications
- Exhibit F: 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 Vendor and supersede all prior and contemporaneous negotiations, representations, or agreements, either written or oral.

7.4 In the event of any conflict the following priority order will be utilized for the documents provided, however, to the maximum extent possible all the terms and provisions of the Contract Documents shall be construed as supplementing, and not conflicting with each other:

- i. Technical Specifications
- ii. Drawings
- iii. RFP Amendments
- iv. RFP

***** Remainder of Page Left Blank Intentionally *****

**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 Vendor 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.

SMITH PUMP COMPANY, INC.

By: 
Name: Trent Brown
Title: President
Date: March 13, 2026
Tax Identification Number: 74-1460081

SAN JACINTO RIVER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



**EXHIBIT A
VENDOR'S PROPOSAL**

Smith Pump Company, Inc Information

Contact: Jeff McHattie
Address: 301 M&B Industrial
Waco, TX 76712
Phone: (254) 776-0377
Email: jeffm@smithpump.com

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

Shane Wallace
Signature

shanew@smithpump.com
Email

Submitted at 1/12/2026 09:11:12 AM (CT)

Requested Attachments

25-0048-A Proposal (TABS B through F)

SPCO Supplemental Documents.pdf

Please name your submittal "25-0048-A_Your Firm Name- TABS B-F"

Certification and Acknowledgement Form

Certification and Acknowledgement - Signed.pdf

Please name your Certification and Acknowledgement Form "25-0048-A_Your Firm Name CAAF"

Be sure to acknowledge receipt of addenda and complete form and sign

25-0048-A Conflict of Interest Questionnaire (COIQ)

Conflict of Interest Questionnaire - Signed.pdf

Please name your file "25-0048-A_Your Firm Name-COIQ" (Enter firm name in box 1, enter responses in boxes 2-6 and enter signature and date in box 7).

25-0048-A Proposal Form

SPCO Proposal Documents.pdf

This proposal form is not required, if you do decide to load this form, please print to PDF first and then load the PDF. Please ensure the unit pricing mirrors the unit prices entered into Ionwave.

Bid Lines

1	A. Detailed Pricing - Base Items
2	Furnish labor, materials, equipment, and incidentals necessary to design, manufacture, fabricate, test, deliver, and provide Special Services for three (3) vertical axial flow pump units, motors and VFDs. (P-101, P-102 and P-103). Quantity: <u> 3 </u> UOM: <u> EA </u> Price: <input type="text" value="\$783,000.00"/> Total: <input type="text" value="\$2,349,000.00"/> Item Notes: 43 24 13
3	Furnish labor, materials, equipment, and incidentals necessary to design, manufacture, fabricate, test, deliver, and provide Special Services for one (1) vertical axial flow pump unit, motor and VFD. (P-104). Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$867,000.00"/> Total: <input type="text" value="\$867,000.00"/> Item Notes: 43 24 13
4	B. Extra Unit Priced Items

5	Extra Storage of Goods		
	Quantity: <u>16</u>	UOM: <u>WKS</u>	Price: <input type="text" value="\$2,000.00"/> Total: <input type="text" value="\$32,000.00"/>
	Item Notes: Submission Requirements		

Response Total: \$3,248,000.00