



**Board of Directors Meeting
June 25, 2026**



Agenda
Regular Meeting
San Jacinto River Authority Board of Directors
Thursday, June 25, 2026 - 9:00 A.M.
General and Administration Building - Boardroom
1577 Dam Site Road, Conroe, Texas 77304

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

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

- 1.1 Invocation by Director Mark Micheletti
- 1.2 Pledges of Allegiance led by Director Ronnie Anderson

2. Ceremonial Items

- 2.1 Receipt of Commendations, Awards, and Honoraria
 - National Safety 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 of the Highlands Division 10-Year Project Plan.
- 5.4 Presentation of the Lake Conroe Division 10-Year Project Plan.
- 5.5 Presentation of the Water Supply Planning 10-Year Project Plan.

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 May 28, 2026.

6.2 G&A Division - Unaudited Financials

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

6.3 G&A Division - Quarterly Investment Report

Consider approval of the Quarterly Investment Report for the Quarter Ended May 31, 2026.

6.4 Highlands Division - Amendment to Water Supply Contract with Industrial Customer

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

6.5 GRP Division - Price Amendment for Granular Activated Carbon Exchange Services

Consider authorizing the General Manager to execute a price amendment to the General Services Agreement with Carbon Activated Corporation for installation of granular activated carbon (GAC) exchange services for the GRP Division.

6.6 Woodlands and GRP Divisions - Easement Mowing, Clearing, Litter and Debris Removal, Tree Removal, and Fence Line Clearing Services

Consider authorizing the General Manager to execute a General Services Agreement with Texas Ranch Maintenance, LLC, for easement mowing, clearing, litter and debris removal, tree removal, and fence line clearing services for the Woodlands and GRP Divisions.

6.7 Woodlands and GRP Divisions - Amendment to General Services Agreement for Sludge Hauling, Sludge Disposal, and Debris Waste Management Hauling Services

Consider authorizing the General Manager to execute an amendment to the General Services Agreement with GFL Environmental to continue providing sludge hauling, sludge disposal, and debris waste management hauling services for the Woodlands and GRP Divisions.

7. Regular Agenda

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

7.1 Woodlands Division - Construction Contract for Water Well Nos. 3 and 13 Rehabilitation

Consider authorizing the General Manager to execute a construction contract with Weisinger Incorporated for Water Well Nos. 3 and 13 Rehabilitation for the Woodlands 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., 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 property encroachments on a SJRA permanent easement in the Cape Conroe Subdivision, William Atkins Survey, A-03, Montgomery County, Texas.

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. Lake Conroe Division - Irrevocable and Revocable Encroachment Agreement

Consider authorizing the General Manager to execute an Irrevocable Encroachment Agreement and a Revocable Encroachment Agreement with TNA Nubby, LLC, on a San Jacinto River Authority permanent easement in the Cape Conroe Subdivision, William Atkins Survey, A-03, Montgomery, Texas.

11. Announcements / Future Agenda

Next San Jacinto River Authority Regular Board Meeting - July 23, 2026.

12. 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 May 28, 2026.	06/25/2026

BACKGROUND INFORMATION

FUNDING SOURCE: N/A

ATTACHMENTS: Minutes

RECOMMENDED ACTION

Approve the minutes of the May 28, 2026, Board of Directors meeting.

**BOARD OF DIRECTORS
SAN JACINTO RIVER AUTHORITY
MINUTES OF REGULAR MEETING
MAY 28, 2026**

A regular meeting of the Board of Directors of the San Jacinto River Authority was held at 9:00 a.m., May 28, 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, Director Stacey Buick, and Director Stephanie Johnson were present. Secretary Pro Tem Ricardo Mora was absent. Also in attendance were Aubrey A. Spear, General Manager; Heather Ramsey, Director of Communications and Public Affairs; Ed Shackelford, Director of Operations; Connie Curtis, Director of Technical and Operational Services; Pam Steiger, Chief Financial Officer; Cynthia Bowman, Chief of Staff; and Amy Sims, General Counsel.

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

The invocation was given by Father Tony Castro of Sacred Heart Catholic Church and the Pledges of Allegiance to the U.S. and Texas Flags were led by Director Ronnie Anderson.

2. Ceremonial Items

2.1 Water Environment Association of Texas (WEAT) Operational Challenge at the April 2026 Texas Water Conference

Mr. Ron McCullough, Mr. James Turner, and Mr. Jeff Meyer shared details about the awards won by the GRP Operations Team during the WEAT Operational Challenge.

3. Call to Order

The meeting was called to order at 9:08 a.m.

4. Public Comments

Mr. Dan Krueger spoke about the release of impounded water.

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 activities, and employee highlights.

5.3 Update regarding Lake Conroe Beach Park Operations

Ms. Soraya Herbert-Molina, Director of Marketing and Communications, provided an update related to the various activities and operations at Lake Conroe Beach Park.

5.4 Presentation of the GRP Division 10-Year Project Plan

Mr. Nabeel Khan, Technical Services Project Manager, provided an overview of the GRP Division 10-Year Project Plan, specifically highlighting projects that will be implemented in Fiscal Year 2027.

5.5 Presentation of the Woodlands Division 10-Year Project Plan

Mr. Aaron Schindewolf, Technical Services Engineering Manager, provided an overview of the Woodlands Division 10-Year Project Plan, specifically highlighting projects that will be implemented in Fiscal Year 2027.

6. Consent Agenda

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

6.1 G&A Division - Minutes

Approve Minutes - Regular Meeting of April 23, 2026.

6.2 G&A Division - Unaudited Financials

Approve the unaudited financials for the month of March, 2026.

6.3 G&A Division - Annual Financial Audit Services

Authorize the General Manager to execute a Renewal Term 1 Letter with Knox Cox & Company in an amount not to exceed \$96,850, to provide annual financial audit services.

6.4 G&A Division - Medical and Pharmacy Benefits Plan

Authorize the General Manager to execute a contract with Blue Cross Blue Shield of Texas in the amount of \$3,385,135, for employee medical and pharmacy benefits for the plan year beginning July 1, 2026, and ending June 30, 2027.

6.5 Bear Branch Division - Amendment No. 1 to Work Order No. 2 for Bear Branch Dam Modification

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 2 for an additional amount of \$57,847.12, with Schnabel Engineering, LLC, for preliminary engineering for the Bear Branch Dam Modification Project for the Bear Branch Division.

6.6 Lake Conroe Division - Amendment No. 1 to Work Order No. 2 for Lake Conroe Maintenance Facility Improvements

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 2 in an additional amount not to exceed \$46,013.50, with Halff Associates, Inc., for construction phase

services in connection with the Lake Conroe Maintenance Facility Improvements Project for the Lake Conroe Division.

6.7 Woodlands and GRP Divisions - Water and Wastewater Maintenance Services

Authorize the General Manager to execute a contract renewal with Mallard Underground Services, LLC, in an amount not to exceed an additional \$850,000 for the GRP Division, and \$600,000 for the Woodlands Division, related to water and wastewater maintenance services for the Woodlands and GRP Divisions.

6.8 Woodlands Division - Professional Services Agreement for Wastewater Owner's Advisor

Authorize the General Manager to execute a Professional Services Agreement in an amount not to exceed \$268,117, with Carollo Engineers, Inc., for Wastewater Owner's Advisor Services for the Woodlands Division.

7. Regular Agenda

7.1 G&A Division - Order - Board Governance Policies and Bylaws

Ms. Cynthia Bowman, Chief of Staff, reviewed and presented updates to the Board Governance Policies and Bylaws, to include both new and existing components. Director Micheletti made a motion to adopt Order No. 2026-O-02, of the San Jacinto River Authority Board of Directors adopting the Board Governance Policies and Bylaws. The motion was seconded by Director Buick and carried unanimously.

7.2 G&A Division - Resolution - San Jacinto River Authority Investment Policy

Ms. Pam Steiger, Chief Financial Officer, stated that the Public Funds Investment Act and Section 49.199 of the Texas Water Code require the Board of Directors to adopt rules, regulations, and policies governing the investment of Authority funds and to review such policies at least annually. She noted that the Board last reviewed and amended the policy on May 22, 2025. Ms. Steiger further reported that no substantive changes were made to the policy, except for an update to the list of authorized investment representative titles. Director Buick made a motion to adopt Resolution No. 2026-R-05, of the San the San Jacinto River Authority Board of Directors adopting an amended Investment Policy, effective May 28, 2026. The motion was seconded by Director Micheletti and carried unanimously.

7.3 Highlands Division - Resolution - Texas Water Development Board Water Supply and Infrastructure Grants (WSIG) Application

Mr. Dan Hilderbrandt, Technical Services Manager, reported that House Bill 500, enacted during the 89th Texas Legislative Session, appropriated more than \$1 billion for Texas communities to implement water supply and water infrastructure projects through funding administered by the Texas Water Development Board (TWDB). Mr. Hilderbrandt explained that the Authority identified the Lake Houston Pump Station to Siphon 6 Main Canal Improvements Project as a candidate for TWDB Water Supply and Infrastructure Grants (WSIG) funding. He noted that the project is needed to increase the hydraulic capacity and reliability of the canal system, provide adequate freeboard for anticipated future canal flows, and support the reliable conveyance of increased and potential future water demands to customers. Mr. Hilderbrandt further stated that the Authority will prepare and submit an application to the TWDB for WSIG funding in an amount not to exceed \$12,000,000 for the Lake Houston Pump Station to Siphon 6 Main Canal

Improvements Project. Director Faubel moved to adopt Resolution No. 2026-R-06, authorizing the General Manager to develop and submit an application for TWDB WSIG grant funding for the Lake Houston Pump Station to Siphon 6 Main Canal Improvements Project. Director Johnson seconded the motion, which passed unanimously with all Directors present voting aye.

7.4 Woodlands Division - Resolution - Amended Fiscal Year 2026 Operating Budget for Woodlands Division*

Ms. Jamye Lewis, Controller, explained that the proposed amendment to the Woodlands Division Fiscal Year Budget is related to the repeal and replacement of Resolution No. 2026-R-04. The amendment revises the budget to reflect an updated allocation of excess fund refunds to the Woodlands Municipal Utility Districts (MUDs) and updates the project budgets for the Wastewater System Land Acquisition and Lift Station No. 5 projects. She further explained that the proposed resolution includes an exhibit detailing the budget amendments, incorporates supporting exhibits, and clarifies the allocation amounts assigned to each MUD. Director Johnson made a motion to adopt Resolution No. 2026-R-07, of the San Jacinto River Authority Board of Directors repealing Resolution No. 2026-R-04 and adopting an amended Fiscal Year 2026 Operating Budget for the Woodlands Division. The motion was seconded by Director Boulware and carried unanimously.

8. Executive Session

The meeting was convened into executive session at 10:31 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; 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., 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 Discuss a 0.158 acre tract of real property located in the John Corner Survey, A-8, Montgomery, Texas.

8.4 Pursuant to Texas Government Code, Section 551.076, Security Devices:

8.4.1 Discussion regarding security devices.

9. Reconvene In Open Session

With a quorum of the Board present, the meeting was called into open session at 11:43 a.m.

10. Lake Conroe Division - Sale of Real Property (Hoy)

Mr. Shackelford provided information related to a request to purchase a small tract of property owned by the San Jacinto River Authority which is immediately adjacent to the applicant's property. Mr. Shackelford explained the methodology related to the acquisition. Director Johnson made a motion to declare to be surplus and authorize the disposal by sale of a 0.158 acre tract of real property located in

the John Corner Survey, A-08, Montgomery, Texas, in the amount of \$75,702, plus an administrative reimbursement amount of \$2,370, for a total amount of \$78,072, to J Hoy Construction, LLC, and authorize the General Manager to execute all necessary documents to complete the transaction. The motion was seconded by Director Micheletti and carried unanimously.

11. Lake Conroe Division - Irrevocable Encroachment Agreement and a Revocable Encroachment Agreement (Hoy)

Mr. Shackelford provided information related to the submittal of a revocable and irrevocable encroachment agreement application by J Hoy Construction, LLC. Director Johnson made a motion to authorize the General Manager to execute an irrevocable encroachment agreement and a revocable encroachment agreement between the San Jacinto River Authority and J Hoy Construction, LLC, in the total reimbursement amount of \$3,270, to encroach upon the Authority's permanent easement in the Del Lago Subdivision, John Corner Survey, A-08, Montgomery, Texas. The motion was seconded by Director Micheletti and carried unanimously.

12. Announcements / Future Agenda

It was announced that the next San Jacinto River Authority Regular Board Meeting will take place on June 25, 2026.

13. Adjourn

Without objection, the meeting was adjourned at 11:49 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 April, 2026.	06/25/2026

BACKGROUND INFORMATION

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

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

FUNDING SOURCE: N/A

ATTACHMENTS: Unaudited Financials

RECOMMENDED ACTION

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

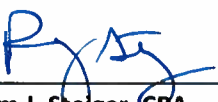
San Jacinto River Authority



Unaudited Financial Statements

For the Eight Months Ending April 30, 2026

APPROVED BY:



Pam J. Steiger, CPA
Chief Financial Officer

5/20/26
Date



Jamye Lewis, CPA
Controller

5/20/26
Date

San Jacinto River Authority

*Unaudited Financial Statements
For the Eight Months Ending April 30, 2026*

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San Jacinto River Authority
Unaudited Statement of Net Assets
As of April 30, 2026

	General Operating Division					Woodlands Division						
	Raw Water Enterprise & Other*		Flood Management Division		Groundwater Reduction Plan Division	Woodlands Operating		Future Facilities		Water & Wastewater	Repair & Replacement	
	Lake Conroe	Highlands	Management Division	Division		Operating	Future Facilities	Water & Wastewater	Repair & Replacement			
Current Assets												
Cash and Cash Equivalents												
Unrestricted	\$ 37,451,927	\$ 14,015,306	\$ -	\$ -	\$ -	\$ 13,650,124	\$ 9,786,497	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted:												
Cash	2,883,526	1,682,194	-	-	1,201,333	-	-	-	-	-	-	-
Reserves	31,795,883	2,815,402	4,470,719	6,255,955	-	9,660,395	8,593,412	-	-	-	-	-
Debt Service	56,298,642	6,713,117	-	-	-	44,724,375	3,444,581	-	-	1,416,568	-	-
Construction	75,696,199	5,340,433	4,067,119	16,265,530	195,724	10,734,920	3,614,951	5,369,645	-	-	30,107,878	-
Construction Escrow	21,626,553	-	-	-	-	-	21,626,553	-	-	-	-	-
Accounts Receivable	14,282,685	1,590,000	1,956,995	359,748	6,143	6,679,393	3,673,800	-	-	16,606	-	-
Due from Other Funds	7,324,574	4,738,745	224,558	507,149	434,961	-	-	1,409,767	-	1,056	-	8,337
Inventory and Other Prepaid Expenses	7,104,507	362,533	67,427	104,628	5,073	5,646,463	918,382	-	-	-	-	-
Total Current Assets	\$ 254,464,496	\$ 37,257,728	\$ 10,786,818	\$ 23,493,010	\$ 1,843,235	\$ 91,095,671	\$ 51,658,176	\$ 6,779,413	\$ 1,434,230	\$ 30,116,216	\$ -	\$ -
Noncurrent Assets												
Long-Term Receivables	\$ 2,251,934	\$ -	\$ -	\$ -	\$ -	\$ 2,251,934	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Noncurrent Assets	\$ 2,251,934	\$ -	\$ -	\$ -	\$ -	\$ 2,251,934	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Assets												
Total Capital Assets	\$ 912,093,877	\$ 48,591,850	\$ 17,087,896	\$ 119,638,511	\$ 714,519	\$ 462,168,071	\$ 92,369,899	\$ 63,270,537	\$ 76,662,681	\$ 31,589,915	\$ -	\$ -
Less: Accumulated Depreciation	(377,386,241)	(6,061,213)	(4,983,956)	(33,561,201)	(11,937)	(159,070,902)	(68,579,490)	(41,684,074)	(56,402,499)	(7,030,970)	-	-
Less: Accumulated Amortization	(408,882)	-	-	(349,082)	-	-	(59,800)	-	-	-	-	-
Net Capital Assets	\$ 534,298,754	\$ 42,530,637	\$ 12,103,939	\$ 85,728,228	\$ 702,582	\$ 303,097,169	\$ 23,730,609	\$ 21,586,463	\$ 20,260,182	\$ 24,558,945	\$ -	\$ -
Deferred Outflows												
Pension	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deferred Outflows	\$ 5,726,668	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 796,741,852	\$ 85,515,033	\$ 22,890,757	\$ 109,221,239	\$ 2,545,817	\$ 396,444,774	\$ 75,388,785	\$ 28,365,875	\$ 21,694,412	\$ 54,675,161	\$ -	\$ -

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

San Jacinto River Authority
Unaudited Statement of Net Assets
As of April 30, 2026

	General Operating Division					Groundwater Reduction Plan Division	Woodlands Division					
	Raw Water Enterprise & Other*	Lake Conroe	Highlands	Flood Management Division			Woodlands Operating	Future Facilities	Water & Wastewater	Repair & Replacement		
	Total											
Liabilities												
Current Liabilities												
Accounts Payable and Other Accrued Liabilities	\$ 11,218,117	\$ 457,187	\$ 206,899	\$ 362,213	\$ 2,979,587	\$ 6,614,799	\$ -	\$ -	\$ 115,127			
Construction Liabilities	746,893	174,883	282,419	-	-	216,384	-	-	73,006			
Deferred Revenue	1,744,346	-	-	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	39,995	-	30,143	-	-	9,852	-	-	-			
Accrued Interest on Bonds and Grants	1,609,173	-	118,500	221,576	1,167,677	36,086	-	65,333	-			
OPEB Liability	41,035	4,924	13,542	-	-	9,028	-	-	-			
Total Current Liabilities	\$ 39,679,359	\$ 645,612	\$ 2,891,503	\$ 1,939,784	\$ 22,017,265	\$ 8,556,149	\$ -	\$ 2,565,333	\$ 188,133			
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	23,050	-	8,906	-	-	14,145	-	-	-			
Long-Term Arbitrage Liability	2,265,073	-	-	-	-	2,265,073	-	-	-			
Bond Issuance Costs	2,776,712	-	1,354,033	-	90,681	-	-	1,331,998	-			
Other Post Employment Benefits	496,429	14,958	32,564	-	-	258,867	-	-	-			
Long Term Compensated Absence Liability	1,564,735	865,880	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	\$ 389,569,291	\$ 4,544,129	\$ 34,353,739	\$ 37,372,78	\$ 302,741,315	\$ 32,597,175	\$ -	\$ 14,991,998	\$ -			
Total Liabilities	\$ 429,248,650	\$ 5,419,709	\$ 37,245,242	\$ 1,977,157	\$ 324,758,580	\$ 41,153,324	\$ -	\$ 17,557,332	\$ 188,133			
Fund Balance												
Prior Year Fund Balance	\$ 347,754,938	\$ 77,311,526	\$ 20,839,564	\$ 68,000,853	\$ 61,896,920	\$ 34,285,091	\$ 29,493,983	\$ 4,588,171	\$ 51,138,074			
Current Net Revenue	19,738,264	2,783,799	1,102,020	3,975,144	9,789,274	(49,630)	(1,128,108)	(451,091)	3,348,954			
Total Fund Balance	\$ 367,493,203	\$ 80,095,325	\$ 21,941,583	\$ 71,975,997	\$ 71,686,194	\$ 34,235,461	\$ 28,365,875	\$ 4,137,080	\$ 54,487,027			
Total Liabilities & Fund Balance	\$ 796,741,852	\$ 85,515,033	\$ 22,890,757	\$ 109,221,239	\$ 396,444,774	\$ 75,388,785	\$ 28,365,875	\$ 21,694,412	\$ 54,675,161			

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

San Jacinto River Authority - Raw Water Supply
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

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

	April		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 2,126,595	\$ 1,974,814	\$ 15,602,439	\$ 15,332,556	\$ 23,554,031
OTHER REVENUES	\$ 1,498	\$ -	\$ 4,132	\$ -	\$ 4,132
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 44,952	\$ 44,084	\$ 353,510	\$ 374,379	\$ 20,869
Professional Fees	-	24,853	29,493	198,677	169,184
Purchased & Contracted Services	9	25	6,832	199	(6,633)
Supplies, Materials & Utilities	1,039	2,828	10,257	22,609	12,352
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-
General & Administrative Expenses	5,603	7,710	38,958	61,697	22,739
TOTAL OPERATING EXPENSES	\$ 51,603	\$ 79,500	\$ 439,050	\$ 657,561	\$ 218,511
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 51,603	\$ 79,500	\$ 439,050	\$ 657,561	\$ 218,511
NET REVENUES OVER EXPENSES	\$ 2,076,490	\$ 1,895,314	\$ 15,167,521	\$ 14,674,995	\$ 492,526
CAPITAL IMPROVEMENTS	\$ 281	\$ 37,697	\$ 73,431	\$ 304,165	\$ 230,734
OTHER SOURCES (USES)					
Transfer to Repair & Replacement Fund	\$ -	\$ -	\$ (583,667)	\$ (583,667)	\$ -
Incoming to Repair & Replacement Fund	\$ -	\$ -	\$ 550,000	\$ 550,000	\$ 550,000
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (33,667)	\$ (33,667)	\$ (33,667)
NET CASH BASIS SOURCES (USES)	\$ 2,076,209	\$ 1,857,617	\$ 15,060,423	\$ 14,337,163	\$ 723,260

San Jacinto River Authority - Lake Conroe Operating and Repair/Replacement
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

	April		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ 481,859	\$ 515,683	\$ 3,035,059	\$ 4,248,144	\$ (1,213,085)	\$ 6,452,982
OTHER REVENUES	\$ 22,481	\$ 3,002	\$ 178,705	\$ 24,001	\$ 154,704	\$ 36,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 279,497	\$ 274,941	\$ 2,311,180	\$ 2,334,850	\$ 23,670	\$ 3,569,935
Professional Fees	147,374	170,762	569,179	1,365,068	795,889	2,047,500
Purchased & Contracted Services	48,234	44,335	148,742	461,998	313,256	675,039
Supplies, Materials & Utilities	38,439	60,522	314,437	483,822	169,385	725,698
Rentals	4,290	6,311	34,943	50,447	15,504	75,666
Maintenance, Repairs & Parts	66,498	63,759	195,365	509,692	314,327	764,500
General & Administrative Expenses	88,540	98,820	628,179	826,649	198,470	1,247,399
TOTAL OPERATING EXPENSES	\$ 672,872	\$ 719,450	\$ 4,202,025	\$ 6,032,526	\$ 1,830,501	\$ 9,105,737
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 672,872	\$ 719,450	\$ 4,202,025	\$ 6,032,526	\$ 1,830,501	\$ 9,105,737
NET REVENUES OVER EXPENSES	\$ (168,532)	\$ (200,765)	\$ (988,261)	\$ (1,760,381)	\$ 772,120	\$ (2,616,755)
CAPITAL IMPROVEMENTS	\$ 1,979	\$ 26,473	\$ 223,986	\$ 275,404	\$ 51,418	\$ 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)
Transfer to Repair and Replacement Fund	-	-	(1,368,109)	(1,368,109)	-	(1,368,109)
Incoming to Repair and Replacement Fund	-	-	1,399,576	1,399,576	-	1,399,576
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (160,054)	\$ (160,054)	\$ -	\$ 797,532
NET CASH BASIS SOURCES (USES)	\$ (170,511)	\$ (227,238)	\$ (1,372,301)	\$ (2,195,839)	\$ 823,538	\$ (2,200,472)

San Jacinto River Authority - Highlands Operating and Repair/Replacement
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

	April		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 252,722	\$ 324,618	\$ 2,020,282	\$ (1,695,664)	\$ 3,030,275
OTHER REVENUES	\$ 57,401	\$ 15,429	\$ 568,657	\$ 123,340	\$ 445,317	\$ 185,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 290,830	\$ 323,863	\$ 2,371,036	\$ 2,750,273	\$ 379,237	\$ 4,205,094
Professional Fees	9,155	14,070	75,639	118,697	43,059	174,925
Purchased & Contracted Services	58,633	18,511	129,306	160,789	31,483	238,967
Supplies, Materials & Utilities	52,943	97,221	572,926	777,183	204,257	1,165,717
Rentals	73,768	8,340	475,331	66,670	(408,661)	100,000
Maintenance, Repairs & Parts	70,573	91,590	442,788	732,170	289,382	1,098,200
General & Administrative Expenses	32,600	47,267	227,416	378,250	150,834	567,431
TOTAL OPERATING EXPENSES	\$ 588,502	\$ 600,862	\$ 4,294,442	\$ 4,984,032	\$ 689,591	\$ 7,550,334
NON-OPERATING EXPENSES	\$ 118,608	\$ 118,608	\$ 956,374	\$ 956,374	\$ -	\$ 1,430,699
TOTAL EXPENSES	\$ 707,110	\$ 719,470	\$ 5,250,816	\$ 5,940,406	\$ 689,590	\$ 8,981,032
NET REVENUES OVER EXPENSES	\$ (649,709)	\$ (451,319)	\$ (4,357,541)	\$ (3,796,784)	\$ (560,757)	\$ (5,765,757)
CAPITAL IMPROVEMENTS	\$ 360,989	\$ 2,175,166	\$ 3,603,714	\$ 16,515,381	\$ 12,911,667	\$ 25,210,359
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,536,895
Bond Principal	(186,667)	(186,667)	(1,486,250)	(1,486,250)	-	(2,232,917)
Lease Principal	(4,313)	(4,313)	(34,204)	(34,204)	-	(50,590)
Operating Reserve Fund	-	-	(159,490)	(154,989)	4,501	(154,989)
Emergency Reserve Fund	-	-	(65,000)	(65,000)	-	(65,000)
Transfer to Repair and Replacement Fund	(312,750)	(312,750)	(2,542,916)	(2,542,916)	-	(3,793,914)
Incoming to Repair and Replacement Fund	312,750	312,750	2,501,996	2,501,996	-	3,752,994
TOTAL OTHER SOURCES (USES)	\$ (190,980)	\$ (190,980)	\$ (1,785,864)	\$ (1,781,363)	\$ 4,501	\$ 17,992,479
NET CASH BASIS SOURCES (USES)	\$ (1,201,678)	\$ (2,817,465)	\$ (9,747,119)	\$ (22,093,528)	\$ 12,346,409	\$ (12,983,638)

San Jacinto River Authority - GRP Operating and Repair/Replacement
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

GW Pumpage Rate \$2.51/1,000 gallons
 Surface Water Rate \$3.10/1,000 gallons

	April		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES*	\$ 5,325,719	\$ 5,054,991	\$ 43,715,815	\$ 41,443,437	\$ 69,072,211
OTHER REVENUES**	\$ 279,202	\$ 25,365	\$ 2,502,405	\$ 202,770	\$ 304,140
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	412,247	408,615	3,465,543	3,469,974	4,431
Professional Fees	92,515	214,680	461,180	1,722,427	1,261,247
Purchased & Contracted Services	15,795	30,771	172,192	243,763	71,571
Supplies, Materials & Utilities	809,593	1,871,046	10,962,717	13,028,740	2,066,023
Rentals	48	334	1,258	2,667	1,409
Maintenance, Repairs & Parts	303,665	155,481	1,151,496	1,242,915	91,419
General & Administrative Expenses	36,416	47,466	247,078	379,840	132,762
TOTAL OPERATING EXPENSES	\$ 1,670,279	\$ 2,728,393	\$ 16,461,464	\$ 20,090,326	\$ 3,628,862
NON-OPERATING EXPENSES	\$ 1,238,436	\$ 1,203,056	\$ 10,017,212	\$ 9,964,230	\$ (52,982)
TOTAL EXPENSES	\$ 2,908,715	\$ 3,931,449	\$ 26,478,676	\$ 30,054,556	\$ 3,575,880
NET REVENUES OVER EXPENSES	\$ 2,696,206	\$ 1,148,907	\$ 19,739,544	\$ 11,591,651	\$ 8,147,893
CAPITAL IMPROVEMENTS	\$ 141,345	\$ 220,343	\$ 724,729	\$ 2,241,360	\$ 1,516,631
OTHER SOURCES (USES)*					
Cash Balance Forward	-	-	-	-	\$ 6,762,000
Bond Principal	(1,489,167)	(1,489,167)	(30,266,250)	(30,266,250)	(36,222,917)
General Fund	-	-	18,746,970	18,746,970	18,666,499
Debt Service Reserve	-	-	(1,302,167)	(1,302,167)	(1,302,167)
Transfer to Repair and Replacement Fund	-	-	(3,830,820)	(3,830,820)	(4,330,820)
Incoming to Repair and Replacement Fund	-	-	3,760,000	3,760,000	4,260,000
Accounts Receivable-Uncollected***	(691,410)	-	70,248	-	-
TOTAL OTHER SOURCES (USES)	\$ (2,180,577)	\$ (1,489,167)	\$ (12,822,019)	\$ (12,892,267)	\$ 70,248
NET CASH BASIS SOURCES (USES)	\$ 374,284	\$ (560,603)	\$ 6,192,796	\$ (3,541,976)	\$ 9,734,772

*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 4/30/2026

\$ 6,153,024

San Jacinto River Authority - Woodlands Summary
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

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

	April		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 4,111,309	\$ 3,754,804	\$ 30,926,027	\$ 30,286,009	\$ 640,018
OTHER REVENUES	\$ 252,201	\$ 47,680	\$ (154,238)	\$ 381,152	\$ (535,390)
OPERATING EXPENSES	\$ 657,906	\$ 731,854	\$ 5,615,516	\$ 6,214,982	\$ 599,466
Salaries, Wages, & Employee Benefits	100,980	54,014	836,322	434,763	(401,559)
Professional Fees	1,210,521	1,253,612	11,085,653	10,313,507	(772,146)
Purchased & Contracted Services	467,339	524,162	3,670,164	4,192,075	521,911
Supplies, Materials & Utilities	387	1,001	11,345	8,000	(3,345)
Rentals	143,910	708,079	1,092,418	5,660,383	4,567,965
Maintenance, Repairs & Parts	65,821	75,055	561,377	637,482	76,105
General & Administrative Expenses					
TOTAL OPERATING EXPENSES	\$ 2,646,864	\$ 3,347,777	\$ 22,872,795	\$ 27,461,192	\$ 4,588,397
NON-OPERATING EXPENSES	\$ 101,481	\$ 101,481	\$ 822,692	\$ 822,692	\$ -
TOTAL EXPENSES	\$ 2,748,345	\$ 3,449,258	\$ 23,695,487	\$ 28,283,884	\$ 4,588,397
NET REVENUES OVER EXPENSES	\$ 1,615,165	\$ 353,226	\$ 7,076,302	\$ 2,383,277	\$ 4,693,025
CAPITAL IMPROVEMENTS	\$ 603,887	\$ 2,966,085	\$ 3,711,926	\$ 9,145,472	\$ 5,433,546
OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Balance Forward	(347,500)	(347,500)	(2,768,750)	(2,768,750)	-
Bond Principal	(793)	(793)	(6,293)	(6,293)	-
Lease Principal	(475,000)	(475,000)	(3,786,060)	(3,786,060)	-
Transfer to Repair and Replacement Fund	475,000	475,000	3,725,000	3,725,000	-
Incoming to Repair and Replacement Fund					
TOTAL OTHER SOURCES (USES)	\$ (348,293)	\$ (348,293)	\$ (2,836,103)	\$ (2,836,103)	\$ -
NET CASH BASIS SOURCES (USES)	\$ 662,985	\$ (2,961,152)	\$ 528,273	\$ (9,598,298)	\$ 10,126,571
Annual Budget					\$ 50,121,547
Annual Budget					\$ 571,700
Annual Budget					\$ 9,502,546
Annual Budget					\$ 650,625
Annual Budget					\$ 17,781,275
Annual Budget					\$ 6,570,895
Annual Budget					\$ 12,000
Annual Budget					\$ 8,490,150
Annual Budget					\$ 974,744
Annual Budget					\$ 43,982,234
Annual Budget					\$ 1,228,598
Annual Budget					\$ 45,210,832
Annual Budget					\$ 5,482,415
Annual Budget					\$ 40,066,058
Annual Budget					\$ 37,681,961
Annual Budget					\$ (4,158,750)
Annual Budget					\$ (9,487)
Annual Budget					\$ (6,061,060)
Annual Budget					\$ 6,000,000
Annual Budget					\$ 33,452,664
Annual Budget					\$ (1,130,979)

San Jacinto River Authority - Flood Management
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

	April		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ -	\$ 66,991	\$ 320,000	\$ 535,527	\$ 803,250
OTHER REVENUES	\$ (945)	\$ 65,031	\$ 28,660	\$ 519,859	\$ 779,750
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 45,957	\$ 52,026	\$ 401,622	\$ 441,825	\$ 675,548
Professional Fees	80,990	115,843	202,685	926,046	1,389,000
Purchased & Contracted Services	95	4,677	2,353	37,385	56,075
Supplies, Materials & Utilities	1,683	5,275	17,884	45,165	66,244
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	1,251	2,141	10,001	15,000
General & Administrative Expenses	6,551	9,913	46,410	79,326	119,001
TOTAL OPERATING EXPENSES	\$ 135,276	\$ 188,985	\$ 673,095	\$ 1,539,748	\$ 2,320,867
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 135,276	\$ 188,985	\$ 673,095	\$ 1,539,748	\$ 2,320,867
NET REVENUES OVER EXPENSES	\$ (136,221)	\$ (56,963)	\$ (324,435)	\$ (484,362)	\$ (737,867)
CAPITAL IMPROVEMENTS	\$ -	\$ 41,283	\$ 202,038	\$ 333,456	\$ 498,440
OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Carry Forward-Partner Contributions	-	-	(195,000)	(195,000)	(195,000)
Transfer to Repair & Replacement Fund	-	-	195,000	195,000	195,000
Incoming to Repair & Replacement Fund	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -
NET CASH BASIS SOURCES (USES)	\$ (136,221)	\$ (98,246)	\$ (526,473)	\$ (817,818)	\$ (1,236,307)

San Jacinto River Authority - Bear Branch
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

	April		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ -	\$ 760,728	\$ 760,728	\$ -	\$ 760,728
OTHER REVENUES	\$ 6,696	\$ 66,445	\$ 56,104	\$ 531,285	\$ (475,181)	\$ 796,900
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 16,246	\$ 15,020	\$ 135,584	\$ 127,576	\$ (8,008)	\$ 195,070
Professional Fees	-	4,504	16,841	36,002	19,161	54,000
Purchased & Contracted Services	5,925	483	5,925	21,637	15,712	29,493
Supplies, Materials & Utilities	1,201	471	2,822	3,767	945	5,650
Rentals	-	417	-	3,334	3,334	5,000
Maintenance, Repairs & Parts	227	19,808	70,347	158,341	87,994	237,500
General & Administrative Expenses	2,360	4,070	22,988	35,066	12,078	52,671
TOTAL OPERATING EXPENSES	\$ 25,959	\$ 44,773	\$ 254,507	\$ 385,723	\$ 131,216	\$ 579,385
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 25,959	\$ 44,773	\$ 254,507	\$ 385,723	\$ 131,216	\$ 579,385
NET REVENUES OVER EXPENSES	\$ (19,263)	\$ 21,672	\$ 562,325	\$ 906,290	\$ (343,965)	\$ 978,243
CAPITAL IMPROVEMENTS	\$ 4,087	\$ 101,214	\$ 77,661	\$ 809,357	\$ 731,696	\$ 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)	\$ (23,350)	\$ (79,542)	\$ 484,664	\$ 96,933	\$ 387,731	\$ 841,522

San Jacinto River Authority - Region H
Actual to Budget Comparison
For the Eight Months Ending April 30, 2026

	April		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES	\$ 724	\$ 44,371	\$ (43,195)	\$ 354,699	\$ (397,894)
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits					
Professional Fees	342,011	43,895	214,849	350,899	136,050
Purchased & Contracted Services	-	509	1,447	4,067	2,620
Supplies, Materials & Utilities	11	8	33	67	34
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-
General & Administrative Expenses	-	-	-	-	-
TOTAL OPERATING EXPENSES	\$ 342,022	\$ 44,412	\$ 216,329	\$ 355,033	\$ 138,704
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 342,022	\$ 44,412	\$ 216,329	\$ 355,033	\$ 138,704
NET REVENUES OVER EXPENSES	\$ (341,298)	\$ (41)	\$ (259,524)	\$ (334)	\$ (259,190)
CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER SOURCES (USES)					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 500
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ 500
NET CASH BASIS SOURCES (USES)	\$ (341,298)	\$ (41)	\$ (259,524)	\$ (334)	\$ (259,190)

Item No.	Agenda Item	Date
6.3	Consider approval of the Quarterly Investment Report for the Quarter Ended May 31, 2026.	06/25/2026

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 May 31, 2026.

San Jacinto River Authority



Unaudited Investment Report

For the Third Quarter Ended May 31, 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, CPA
Investment Officer

Date

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Third Quarter Ended May 31, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/ BOOK VALUE GAIN/LOSS	FMV/ BOOK VALUE 05/31/26	FACE AMOUNT 05/31/26	FMV/YIELD 05/31/26
Woodlands Operating Fund	*465			\$ 32,845.00	3.6536%
Woodlands Operating Fund	*698			3,150,226.26	3.6733%
Woodlands Operating Fund	*014			11,194,916.32	3.6517%
<i>Less: Operating Reserve Fund-Woodlands</i>				<u>(5,599,152.00)</u>	
				<u>\$ 8,778,835.58</u>	
Wastewater Debt Service Fund	*129			\$ 400,032.49	3.6733%
Water Debt Service Fund	*377			1,029,312.76	3.6733%
Wastewater Debt Service Fund	*011			216,218.73	3.6517%
Water Debt Service Fund	*005			256,714.16	3.6517%
Woodlands 2017 Water Debt Service Fund	*048			1,215,098.52	3.6517%
Woodlands 2017 Water Debt Service Reserve Fund	*503			-	0.0000%
Woodlands 2017 Water Debt Service Reserve Fund	*052			2,412,061.39	3.6517%
				<u>\$ 5,529,438.05</u>	
Future Facilities Fund	*098			\$ 22,938.07	3.6536%
Future Facilities Fund	*021			5,602,164.56	3.6517%
Future Facilities Fund	*034			1,172,765.88	3.6289%
				<u>\$ 6,797,868.51</u>	
Woodlands 2017 Water Construction Fund	*657			\$ 68,871.40	3.6536%
Woodlands 2017 Water Construction Fund	*047			3,557,206.64	3.6517%
Woodlands 2017 Construction Fund	*281			-	0.0000%
Woodlands 2017 Water Escrow Fund	*901			21,689,508.36	3.6230%
				<u>\$ 25,315,586.40</u>	
Woodlands Repair and Replacement Fund	*983			\$ 22,595.18	3.6536%
Woodlands Repair and Replacement Money Mkt	*891			11,693,064.44	3.6536%
Woodlands Repair and Replacement Fund	*037			18,915,074.89	3.6517%
				<u>\$ 30,630,734.51</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			\$ 1,069,927.85	3.4260%
Woodlands Emergency Reserve Fund	*022			1,867,993.93	3.6517%
Woodlands Emergency Reserve Fund	*148			12,278.76	3.6536%
				<u>\$ 2,950,200.54</u>	
				<u>\$ 85,601,815.59</u>	
				<u>\$ 232,453,699.63</u>	
				SUBTOTAL	
				TOTAL	

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Third Quarter Ended May 31, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/BOOK VALUE 02/28/26	SECURITIES PURCHASED	FACE AMOUNT 11/30/25	INTEREST EARNED	FMV/BOOK VALUE 05/31/26
General Operating Fund	*457	\$ 42,830.29				\$ 71,978.86
General Operating Fund	*680	5,347,352.91				4,073,083.20
Payroll Account	*188	756,884.75				763,799.46
General Fund Money Market	*883	645,504.95				651,465.42
General Operating Fund	*015	10,728,589.07				16,190,974.78
Raw Water Capital	*024	225,204.64				13,750.77
General Operating Cash		\$ 17,746,366.61				\$ 21,765,052.49
Bear Branch Reservoir System	*122	\$ 891,009.36				\$ 841,726.61
Bear Branch Reservoir System	*020	3,940.50				3,977.01
Bear Branch Reservoir System	*012	6,521.11				6,580.95
Bear Branch Operating Reserve	*051	101,628.12				102,566.38
Bear Branch Repair & Replacement Fund	*401	1,296,444.80				1,243,524.24
		\$ 2,299,543.89				\$ 2,198,375.19
Credit Card Account	*844	\$ 133,263.17				\$ 209,470.97
Flexible Spending Checking	*161	106,297.72				55,102.69
Health Reimbursement Account	*459	791,692.43				702,026.73
General Operating Fund Debt Service Fund	*100	1,566,487.73				1,771,956.60
General Operating Fund Debt Service Reserve Fund	*325	5,234,132.77				5,251,297.55
		\$ 7,831,873.82				\$ 7,989,854.54
Upper San Jacinto River Basin Reg Sedimentation	*492	\$ 182,616.73				\$ 182,620.98
Spring Creek Watershed FC Dams FS	*518	4,514.83				4,556.52
Upper San Jacinto River Basin Reg Sedimentation (Escrow)	*932	192,667.87				194,210.06
Spring Creek Watershed FC Dams FS (Escrow)	*930	237,003.26				238,900.37
LC-LH Joint Reservoir Ops Study (Escrow)	*931	578,041.75				582,668.72
		\$ 1,194,844.44				\$ 1,202,956.65
Region H Studies-Water Development Fund	*219	\$ 4,469.68				\$ 4,330.13
Region H Studies-General Fund	*130	959.56				973.02
Region H Studies-General Fund	*017	144,508.09				145,831.19
Region H Studies-Water Development Fund	*018	-				-
		\$ 149,937.33				\$ 151,134.34
Repair & Replacement Reserve Fund-General & Administration	*721	\$ 2,688,586.24				\$ 2,667,914.21
Repair & Replacement Reserve Fund-General & Administration-IT	*101	688,124.88				651,695.89
Repair & Replacement Reserve Fund-General & Administration-SCADA	*119	157,263.85				139,728.50
Repair & Replacement Reserve Fund-Highlands	*739	4,340,541.17				3,836,564.14
Repair & Replacement ICS Fund-Highlands	*119	11,753,351.66				11,862,314.08
Repair & Replacement Reserve Fund-Lake Conroe	*747	4,303,493.23				3,928,683.81
Flood Management Project Fund	*155	-				189,707.36
Raw Water Project Fund	*163	523,387.29				480,756.67
		\$ 24,454,748.32				\$ 23,757,364.66
Emergency Reserve Fund-General & Administration	*001	\$ 774,917.29				\$ 781,844.26
Emergency Reserve Fund-Highlands	*002	1,283,856.13				1,295,332.48
Emergency Reserve Fund-Highlands	*206	1,735,118.30				1,476,855.80
Emergency Reserve Fund-Lake Conroe	*003	3,107,262.79				3,135,038.49
		\$ 6,901,154.51				\$ 6,689,071.03
SUBTOTAL		\$ 60,578,468.92	\$ -	\$ -	\$ -	\$ 63,753,808.90

*Detail schedule Page 9

San Jacinto River Authority
 Unaudited Investment Portfolio Report
 For the Third Quarter Ended May 31, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/BOOK VALUE 02/28/26	SECURITIES PURCHASED	FACE AMOUNT 11/30/25	INTEREST EARNED	FMV/BOOK VALUE 05/31/26
Groundwater Reduction Plan	*337	\$ 38,995.33				\$ 43,367.04
Groundwater Reduction Plan	*162	1,618,480.00				3,847,423.17
		\$ 1,657,475.33	\$ -	\$ -	\$ -	\$ 3,890,790.21
Groundwater Reduction Plan	*024	\$ 19,851,210.59				\$ 18,079,053.41
Groundwater Reduction Plan-Series-2011 Debt Service Fund	*028	2,547,207.33				2,721,241.39
Groundwater Reduction Plan Series-2011A Debt Service Fund	*031	2,011,603.87				2,329,616.40
Groundwater Reduction Plan Series-2012 Debt Service Fund	*034	4,866,489.95				5,419,434.35
Groundwater Reduction Plan Series-2012A Debt Service Fund	*041	3,230,543.56				2,527,959.89
Groundwater Reduction Plan Series-2013 Debt Service Fund	*043	1,069,719.26				1,150,456.21
Groundwater Reduction Plan Series-2009 Debt Service Fund	*045	896,298.38				1,336,652.07
Groundwater Reduction Plan Series-2016 Debt Service Fund	*016	57,025.04				65,608.14
SJRA GRP Debt Service Reserve Fund	*005	31,683,738.72				31,966,958.51
Groundwater Reduction Plan-Repair and Replacement Fund	*706	25,018.00				22,342.48
Groundwater Reduction Plan-Repair and Replacement Fund	*050	7,754,297.76				11,246,114.80
Groundwater Reduction Plan-Emergency Reserves	*049	2,320,424.38				2,341,847.28
		\$ 76,313,576.84	\$ -	\$ -	\$ -	\$ 79,207,284.93
SUBTOTAL		\$ 77,971,052.17	\$ -	\$ -	\$ -	\$ 83,098,075.14

San Jacinto River Authority
Unaudited Investment Portfolio Report
For the Third Quarter Ended May 31, 2026

	ACCOUNT OR CUSIP NUMBER	FMV/BOOK VALUE 02/28/26	SECURITIES PURCHASED	FACE AMOUNT 11/30/25	INTEREST EARNED	FMV/BOOK VALUE 05/31/26
Woodlands Operating Fund	*465	\$ 42,530.92				\$ 32,845.00
Woodlands Emergency Reserve Fund	*148	12,166.42				12,278.76
Woodlands Operating Fund	*698	5,351,998.11				3,150,226.26
		\$ 5,406,695.45	\$ -	\$ -	\$ -	\$ 3,195,350.02
Woodlands Operating Fund	*014	\$ 9,635,720.27				\$ 11,194,916.32
Woodlands Emergency Reserve Fund	*022	1,850,905.83				1,867,993.93
Woodlands Division Contingency Fund-Investments	*332	1,053,768.03	*Detail schedule Page 9			1,069,927.85
		\$ 12,540,394.13	\$ -	\$ -	\$ -	\$ 14,132,838.10
Future Facilities Fund	*098	\$ 22,728.20				\$ 22,938.07
Future Facilities Fund	*021	4,152,108.84				5,602,164.56
Future Facilities Fund	*000	1,162,104.54				1,172,765.88
		\$ 5,336,941.58	\$ -	\$ -	\$ -	\$ 6,797,868.51
Wastewater Debt Service Fund	*129	\$ 262,458.63				\$ 400,032.49
Water Debt Service Fund	*377	516,159.05				1,029,312.76
		\$ 778,617.68	\$ -	\$ -	\$ -	\$ 1,429,345.25
Wastewater Debt Service Fund	*011	\$ 21,540.59				\$ 216,218.73
Water Debt Service Fund	*005	41,705.70				256,714.16
		\$ 63,246.29	\$ -	\$ -	\$ -	\$ 472,932.89
Woodlands 2017 Water Construction Fund	*047	\$ 5,366,215.07				\$ 3,557,206.64
Woodlands 2017 Water Construction Fund	*281	4.52	*Detail schedule Page 9			-
Woodlands 2017 Water Debt Service Fund	*048	907,157.52				1,215,098.52
Woodlands 2017 Water Debt Service Reserve Fund	*503	1.86	*Detail schedule Page 9			-
Woodlands 2017 Water Debt Service Reserve Fund	*052	2,389,994.34				2,412,061.39
Woodlands 2017 Water Escrow Fund	*901	21,531,351.59	*Detail schedule Page 9			21,689,508.36
Woodlands 2017 Water Construction Fund	*657	18,291.34				68,871.40
		\$ 30,213,016.24	\$ -	\$ -	\$ -	\$ 28,942,746.31
Woodlands Repair and Replacement Fund	*983	\$ 34,669.71				\$ 22,595.18
Woodlands Repair and Replacement Money Mkt	*891	11,586,080.81				11,693,064.44
Woodlands Repair and Replacement Fund	*037	17,736,261.94				18,915,074.89
		\$ 29,357,012.46	\$ -	\$ -	\$ -	\$ 30,630,734.51
SUBTOTAL		\$ 83,695,923.83	\$ -	\$ -	\$ -	\$ 85,601,815.59
TOTAL		\$ 222,245,444.92	\$ -	\$ -	\$ -	\$ 232,453,699.63



SJRA - Cover Page
03/01/2026 - 05/31/2026

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	3.426	1,053,039.94	1,053,768.02	16,159.83	0.00	1,069,731.86	1,069,927.85
		\$ 1,053,039.94	\$ 1,053,768.02	\$ 16,159.83	\$ -	\$ 1,069,731.86	\$ 1,069,927.85
Debt Service Reserve Funds							
SJRA General DSRF	3.593	5,231,112.38	5,234,132.51	17,165.04	0.00	5,254,571.35	5,251,297.55
SJRA Woodlands TWDB 17 Bond	0.000	1.86	1.86	(1.86)	(1.86)	0.00	0.00
		\$ 5,231,114.24	\$ 5,234,134.37	\$ 17,163.18	\$ (1.86)	\$ 5,254,571.35	\$ 5,251,297.55
Construction Funds							
SJRA 2017 Construction Funds	3.623	21,529,445.80	21,531,351.59	158,156.78	0.00	21,719,883.69	21,689,508.36
SJRA Woodlands 2017 Const	0.000	4.52	4.52	(4.52)	(4.52)	0.00	0.00
		\$ 21,529,450.32	\$ 21,531,356.11	\$ 158,152.26	\$ (4.52)	\$ 21,719,883.69	\$ 21,689,508.36
---		\$ 27,813,604.50	\$ 27,819,258.50	\$ 191,475.26	\$ (6.38)	\$ 28,044,186.91	\$ 28,010,733.76

* Grouped by: Account

* Groups Sorted by: Account

* Weighted by: Ending Market Value + Accrued



Report: SJRA - Holdings
 Account: SJRA-AGG (36250)
 Date: 03/01/2026 - 05/31/2026

SJRA Woodlands TWDB 17 Bond		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
SJRA Woodlands TWDB 17 Bond		CCYUSD	---	05/31/2026	AAA	Aaa	AAA	1.86	1.86	0.00	0.00	0.00	0.00	0.00
SJRA Woodlands TWDB 17 Bond		CCYUSD	---	05/31/2026	AAA	Aaa	AAA	1.86	1.86	0.00	0.00	0.00	0.00	0.00
SJRA Woodlands Cont. Reserve		Account	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
SJRA Woodlands Cont. Reserve	9128286L9	United States	574,306.22	03/31/2026	AA+	Aaa	AA+	5,402.47	5,402.47	0.00	0.00	0.00	0.00	0.00
SJRA Woodlands Cont. Reserve	31846V807	U.S. Bancorp	34,426.54	05/31/2026	AAA	Aaa	AAA	0.00	621,312.24	0.00	0.00	621,312.24	0.00	621,312.24
SJRA Woodlands Cont. Reserve	CCYUSD	---	87.09	05/31/2026	AAA	Aaa	AAA	0.00	1,709.36	0.00	0.00	1,709.36	0.00	1,709.36
SJRA Woodlands Cont. Reserve	912828YG9	United States	444,220.09	09/30/2026	AA+	Aa1	AA+	3,053.57	446,710.26	1,238.73	446,906.25	448,144.98	1,238.73	448,144.98
SJRA Woodlands Cont. Reserve	---	---	1,053,039.94	07/21/2026	AAA	Aaa	AAA	8,456.04	1,069,731.86	1,069,927.85	1,069,927.85	1,071,166.58	1,238.73	1,071,166.58
SJRA Woodlands 2017 Const		Account	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
SJRA Woodlands 2017 Const	CCYUSD	---	4.52	05/31/2026	AAA	Aaa	AAA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SJRA Woodlands 2017 Const	CCYUSD	---	4.52	05/31/2026	AAA	Aaa	AAA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SJRA General DSRF		Account	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
SJRA General DSRF	9128286L9	United States	499,089.15	03/31/2026	AA+	Aa1	AA+	4,697.80	0.00	0.00	0.00	0.00	0.00	0.00
SJRA General DSRF	31846V807	U.S. Bancorp	899,864.76	05/31/2026	AAA	Aaa	AAA	0.00	1,416,263.03	0.00	0.00	1,416,263.03	0.00	1,416,263.03
SJRA General DSRF	CCYUSD	---	2,276.44	05/31/2026	AAA	Aaa	AAA	0.00	3,896.43	0.00	0.00	3,896.43	0.00	3,896.43
SJRA General DSRF	9128287B0	United States	621,423.34	06/30/2026	AA+	Aa1	AA+	1,942.33	623,743.62	4,920.58	624,145.51	629,066.09	4,920.58	629,066.09
SJRA General DSRF	912828YG9	United States	345,504.52	09/30/2026	AA+	Aa1	AA+	2,375.00	347,441.31	963.46	347,593.75	348,557.21	963.46	348,557.21
SJRA General DSRF	912828ME8	United States	2,312,983.67	12/31/2026	AA+	Aa1	AA+	16,201.66	2,309,070.09	41,044.20	2,305,884.77	2,346,928.96	41,044.20	2,346,928.96
SJRA General DSRF	912828YX2	United States	551,635.97	12/31/2026	AA+	Aa1	AA+	1,624.31	554,156.87	553,514.06	553,514.06	557,628.98	4,114.92	557,628.98
SJRA General DSRF	---	---	5,231,112.38	10/07/2026	AA+	Aa1	AA+	26,841.10	5,251,297.55	51,043.15	5,251,297.55	5,302,340.70	51,043.15	5,302,340.70
SJRA 2017 Construction Funds		Account	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
SJRA 2017 Construction Funds	912797SC2	United States	997,585.87	03/26/2026	A-1+	P-1	F1+	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SJRA 2017 Construction Funds	912797SM0	United States	994,619.03	04/23/2026	A-1+	P-1	F1+	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SJRA 2017 Construction Funds	912797QN0	United States	992,726.26	05/14/2026	A-1+	P-1	F1+	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SJRA 2017 Construction Funds	316175504	FMR LLC	3,536,351.75	05/31/2026	AAAm	Aaa	AAA	0.00	6,590,448.11	0.00	6,590,448.11	6,590,448.11	0.00	6,590,448.11
SJRA 2017 Construction Funds	CCYUSD	---	16,605.92	05/31/2026	AAA	Aaa	AAA	0.00	29,648.20	0.00	29,648.20	29,648.20	0.00	29,648.20
SJRA 2017 Construction Funds	912797X8	United States	990,022.84	06/11/2026	A-1+	P-1	F1+	0.00	998,995.20	0.00	998,995.20	998,995.20	0.00	998,995.20
SJRA 2017 Construction Funds	912797RF6	United States	987,550.70	07/09/2026	A-1+	P-1	F1+	0.00	996,360.97	0.00	996,360.97	996,360.97	0.00	996,360.97
SJRA 2017 Construction Funds	912797RG4	United States	984,831.12	08/06/2026	A-1+	P-1	F1+	0.00	993,663.63	0.00	993,663.63	993,663.63	0.00	993,663.63
SJRA 2017 Construction Funds	912797RS8	United States	982,322.25	09/03/2026	A-1+	P-1	F1+	0.00	991,066.08	0.00	991,066.08	991,066.08	0.00	991,066.08
SJRA 2017 Construction Funds	912797SA6	United States	979,601.30	10/01/2026	A-1+	P-1	F1+	0.00	988,418.47	0.00	988,418.47	988,418.47	0.00	988,418.47
SJRA 2017 Construction Funds	912828YQ7	United States	987,179.08	10/31/2026	AA+	Aa1	AA+	5,431.63	992,010.50	1,413.04	991,191.41	992,604.45	1,413.04	992,604.45
SJRA 2017 Construction Funds	91282CDK4	United States	982,994.70	11/30/2026	AA+	Aa1	AA+	3,125.00	988,658.76	34.15	987,734.38	987,768.53	34.15	987,768.53
SJRA 2017 Construction Funds	91282CDQ1	United States	981,200.38	12/31/2026	AA+	Aa1	AA+	2,071.82	986,866.97	5,248.62	985,527.34	989,775.96	5,248.62	989,775.96
SJRA 2017 Construction Funds	912828Z78	United States	981,592.86	01/31/2027	AA+	Aa1	AA+	1,201.66	986,629.68	5,013.81	984,960.94	989,974.75	5,013.81	989,974.75
SJRA 2017 Construction Funds	912828Z82	United States	983,906.25	02/28/2027	AA+	Aa1	AA+	50.95	987,979.20	4,738.45	985,800.78	990,539.23	4,738.45	990,539.23
SJRA 2017 Construction Funds	912828Z83	United States	969,691.79	03/31/2027	AA+	Aa1	AA+	2,609.89	976,657.93	1,058.74	974,101.56	975,160.31	1,058.74	975,160.31
SJRA 2017 Construction Funds	912828Z84	United States	338,143.46	04/30/2027	AA+	Aa1	AA+	584.94	340,671.93	152.17	339,554.69	339,706.86	152.17	339,706.86
SJRA 2017 Construction Funds	912828Z85	United States	1,928,468.90	05/31/2027	AA+	Aa1	AA+	2,500.00	1,941,833.63	27.32	1,933,945.31	1,933,972.64	27.32	1,933,972.64
SJRA 2017 Construction Funds	91282CAD3	United States	1,915,009.32	07/31/2027	AA+	Aa1	AA+	600.83	1,929,946.35	2,506.91	1,919,648.44	1,922,155.34	2,506.91	1,922,155.34
SJRA 2017 Construction Funds	---	---	21,529,445.80	10/31/2026	AAA	Aaa	AAA	18,176.73	21,719,883.69	21,689,508.36	21,689,508.36	21,709,701.59	20,193.22	21,709,701.59
Summary		Account	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
Summary		---	---	10/23/2026	AA+	Aa1	AA+	53,473.87	28,044,186.91	28,010,733.76	28,044,186.91	28,083,208.87	72,475.11	28,083,208.87

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

Item No.	Agenda Item	Date
6.4	Consider authorizing the General Manager to execute an amendment to a water supply contract, in a form approved by the General Counsel, with an industrial customer for the Highlands Division.	06/25/2026

BACKGROUND INFORMATION

This amendment extends the adjustment period for the industrial customer’s reservation of water to July 31, 2028.

FUNDING SOURCE: N/A

ATTACHMENTS: N/A

RECOMMENDED ACTION

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

Item No.	Agenda Item	Date
6.5	Consider authorizing the General Manager to execute a price amendment to the General Services Agreement with Carbon Activated Corporation for installation of granular activated carbon (GAC) exchange services for the GRP Division.	06/25/2026

BACKGROUND INFORMATION

Firm Name: Carbon Activated Corporation

Type of Agreement: General Services Agreement

Service: Granulated Activated Carbon Renewal

Contract Number: 25-0039-A

Not To Exceed for FY26: \$2,600,000.00

The GRP Division’s Surface Water Treatment Facility utilizes granulated activated carbon (GAC) to filter and absorb dissolved organic contaminants, which improves taste, odor, and color.

In September 2025, the SJRA Board approved the General Services Agreement with Carbon Activated Corporation.

Due to increases in freight and fuel costs, the overall costs have risen significantly over the past four months, and Carbon Activated Corporation requested a price adjustment of \$86,048.00 for the exchange and replacement of GAC. As fuel and freight costs reduce, Carbon Activated Corporation will reduce the fuel and freight accordingly. This price increase will not affect the approved Fiscal Year 2026 budget amount for the remaining GAC change outs scheduled through the end of the fiscal year.

FUNDING SOURCE: FY26 GRP Operating Budget

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a price amendment to the General Services Agreement with Carbon Activated Corporation, in an amount not to exceed \$2,600,000.00, for installation of granular activated carbon (GAC) exchange services for the GRP Division. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE SAN JACINTO RIVER AUTHORITY
AND CARBON ACTIVATED CORPORATION
[CONTRACT NO. 25-0039]

THIS FIRST AMENDMENT TO CONTRACT (hereafter the “First Amendment”) to that certain Contract by and between San Jacinto River Authority (SJRA) and Carbon Activated Corporation (hereafter the “Agreement”), which was heretofore executed on September 1, 2026, 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 Carbon Activated Corporation, 1525 75th Street, Houston, Texas 77011 and the original Agreement provided for Carbon Activated Corporation to Install Granular Activated Carbon (Exchange Services).

NOW THEREFORE, SJRA and Carbon Activated Corporation (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 First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

GAC Exchange Services				
Reactivated Carbon Media Full Replenishment of Contactor(s)	Price Original Bid	% increase	Dollar Amount of increase	Price as of 05/06/2026*
Price for 2 each replaced concurrently	\$396,000.00	21.7292%	\$ 86,048.00	\$482,048.00

*SJRA acknowledges and accepts the temporary price increase due to elevated fuel costs. It is agreed between both parties that once fuel costs decrease to more stable or previously typical levels, pricing will be adjusted back to the original rates, or as close to the originally structured pricing as reasonably possible.

For FY26, the NTE is \$2.6M.

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 changes with a 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 First 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 First Amendment shall be, and will remain in full force and effect.

IN WITNESS WHEREOF, the parties have each executed this First Amendment, by and through their respective duly authorized representatives and officers effective June 25, 2026.

SAN JACINTO RIVER AUTHORITY

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

CARBON ACTIVATED CORPORATION

By:  _____
AUTHORIZED SIGNATURE

Anne Nash
PRINTED NAME

SVP, General Counsel & Secretary
TITLE



Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T: 310.885.4555 | F: 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

VIA EMAIL

May 5, 2026

Kim Robbins, CTPM, CTCM
Senior Buyer
1577 Dam Site Rd.,
Conroe, TX 77304
Main: (936) 588-3111
Office: (936) 588-7118
krobbins@sjra.net

Re: Request for Price Adjustment – Granular Activated Carbon Re-activated Return

We appreciate the opportunity to continue supplying Granular Activated Carbon (GAC) to the San Jacinto River Authority (SJRA). We value our ongoing relationship with SJRA and remain committed to providing high-quality activated carbon products and reliable service.

Due to sustained increases in freight and fuel costs, the overall costs have risen significantly over the past 4 months. We respectfully request a price adjustment of \$86,048 for GAC Exchange - Reactivated (Contractors #1 & #2) bringing the price to \$482,048 total. Attached, please find a summary table outlining our proposed adjustments based on current conditions.

We have worked diligently to mitigate rising costs; however, these increases have reached a level that requires an adjustment to ensure continued, sustainable supply while maintaining the product quality and service levels SJRA expects.

Should the City require any supporting documentation or additional information to review, we would be pleased to provide it promptly.

Thank you for your consideration. We appreciate the opportunity to continue serving SJRA.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anne Nash", is written over the word "Sincerely,".

Anne Nash
Senior Vice President
General Counsel & Secretary



Attachment A

Current Pricing

Description	Unit Price
GAC Exchange - Reactivated	\$396,000

Requested Pricing

Description	Unit Price
GAC Exchange - Reactivated	\$482,048



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1474161

Date Filed:
06/08/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Carbon Activated Corporation
Compton, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
San Jacinto River Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-0039
Activated carbon supply and related services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PERERA, LIONEL	Compton, CA United States	X	
	PERERA, NIRMALA	Compton, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Anne Nash, and my date of birth is 6/10/1989.

My address is 2250 South Central Avenue, Compton, CA, 90220, U.S.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of California, on the 8th day of June, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Carbon Activated Corporation
 Compton, CA United States

Certificate Number:
 2026-1474161

Date Filed:
 06/08/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 San Jacinto River Authority

Date Acknowledged:
 06/09/2026

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 25-0039
 Activated carbon supply and related services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PERERA, LIONEL	Compton, CA United States	X	
	PERERA, NIRMALA	Compton, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Carbon Activated Corporation

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

N/A

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

7 _____
Signature of vendor doing business with the governmental entity

6/18/2025

Date

Item No.	Agenda Item	Date
6.6	Consider authorizing the General Manager to execute a General Services Agreement with Texas Ranch Maintenance, LLC, for easement mowing, clearing, litter and debris removal, tree removal and fence line clearing services for the Woodlands and GRP Divisions.	06/25/2025

BACKGROUND INFORMATION

Firm Name: Texas Ranch Maintenance, LLC

Type of Agreement: General Services Agreement

Service: Easement Mowing, Clearing, Litter and Debris Removal, Tree Removal and Fence Line Clearing Services

Contract Number: 26-0028

Not To Exceed Amounts: Woodlands - \$100,000.00 GRP - \$50,000.00

The Woodlands and GRP Divisions maintain an extensive network of pipeline corridors, easements, and associated infrastructure properties that require ongoing maintenance to ensure operational reliability, regulatory compliance, public safety, and a positive appearance within the communities served. This contract provides for routine vegetation management and property maintenance services, including mowing, tree and brush removal, litter and debris collection, and fence line clearing. These services are essential to preserving access to critical infrastructure, reducing potential operational and safety risks, protecting assets from encroachment, and maintaining the overall condition of Division-owned properties. The contract supports the Divisions' commitment to proactive asset management and the long-term stewardship of public infrastructure.

FUNDING SOURCE: FY26 Woodlands and GRP Operating Budgets

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a General Services Agreement with Texas Ranch Maintenance, LLC, in the amounts of \$100,000.00 for the Woodlands Division, and \$50,000.00 for the GRP Division, for easement mowing, clearing, litter and debris removal, tree removal and fence line clearing services. 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 # 26-0028

**ANNUAL CONTRACT FOR EASEMENTS
MOWING, CLEARING, LITTER AND
DEBRIS REMOVAL, TREE REMOVAL AND
FENCE LINE CLEARING SERVICES**

GENERAL SERVICES AGREEMENT
Contract #26-0028

**Project: ANNUAL CONTRACT FOR EASEMENTS MOWING, CLEARING, LITTER AND DEBRIS REMOVAL, TREE
REMOVAL AND FENCE LINE CLEARING SERVICES**

Project Location: GRP and Woodlands Divisions

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- | |
|---|
| <ul style="list-style-type: none">○ <i>GRP Division - PO Box 329, Conroe, TX 77305 936-588-1111</i>○ <i>Woodlands Division – 2436 Sawdust Rd, The Woodlands, TX 77380 281-362-4385</i> |
|---|

(Contact Person / Phone / e-mail) Justin Ford, Procurement Manager, jford@sira.net; 936-588-7172

and

Contractor: Texas Ranch Maintenance LLC

(Address for Written Notice) 938 Manning Rd, Humble, Texas 77338

(Contact Person / Phone / email) mark@trmlles.com

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

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

ARTICLE 1
WORK OF THE CONTRACT

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

**ANNUAL CONTRACT FOR EASEMENTS MOWING, CLEARING, LITTER AND DEBRIS REMOVAL, TREE REMOVAL AND
FENCE LINE CLEARING SERVICES AS STATED IN THE RFP**

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 maximum, not-to-exceed compensation payable to Contractor under this Contract within the initial year, is **\$150,000 (WO \$100,000 and GRP \$50,000)**. SJRA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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.

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

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

ARTICLE 4 PAYMENT PROCEDURES

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

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

Each invoice shall include:

- Contractor's name, address and telephone number
- An invoice date and number
- SJRA Purchase Order number
- Contract number
- Unit Pricing as detailed on the pricing sheet per quantities requested (Exhibit A).
- 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.
- Unit prices and extended prices if applicable.
- Date(s) of services/delivery
- If the Purchase Order has multiple lines, the invoice lines should specify the Purchase Order line being charged

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

terms commence with performance of Work and/or the delivery of conforming Goods and the receipt of a correct invoice.

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

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

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

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
- Exhibit B: Insurance Requirements
- Exhibit C: Contractor’s Certificate of Insurance
- Exhibit D: RFP Scope of Services, Site Locations, Facilities Locations (these may be provided in separate attachments)

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.

**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: Texas Ranch Maintenance LLC

By: Mark Knight

Name: Mark Knight

Title: President

Date: 6-5-26

Tax Identification Number: 82-5069066

SAN JACINTO RIVER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____



26-0028 Addendum 1

Texas Ranch Maintenance LLC

Supplier Response

Event Information

Number: 26-0028 Addendum 1
 Title: Easement Mowing, Clearing, Litter and Debris Removal, Tree Removal and Fence Line Clearing Services
 Type: SJRA - Request for Proposal
 Issue Date: 4/21/2026
 Deadline: 5/13/2026 11:00 AM (CT)
 Notes: **REQUEST FOR PROPOSAL FOR SJRA EASEMENT MOWING, CLEARING, LITTER AND DEBRIS REMOVAL, TREE REMOVAL AND FENCE LINE CLEARING SERVICES (RFP#26-0028)**

The San Jacinto River Authority seeks to enter into an Agreement with a qualified Individual, Firm or Corporation (Respondent) with substantial and relevant experience and expertise to provide **EASEMENT MOWING, CLEARING, LITTER AND DEBRIS REMOVAL, TREE REMOVAL AND FENCE LINE CLEARING SERVICES.**

The successful Respondent must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

BID SCHEDULE:

- April 21, 2026** - Release RFP
- April 30, 2026, 10:00 a.m.** - Non-Mandatory Pre-Submittal Conference (Woodlands Division)
- May 4, 2026, 4:00 p.m.** - Deadline for Questions and Inquiries
- May 5, 2026, 4:00 p.m.** - Addendum, If any.
- May 13, 2026, 11:00 a.m.** - RFP Due
- June 2026** - Earliest Award

-Please login the Brazos Valley e-Marketplace System (Ionwave) to download the RFP document for the bid schedule and further details.

-Please note, emailed proposals are not accepted. Proposals shall be loaded in the Brazos Valley e-Marketplace System (Ionwave).

-All questions/inquiries shall be entered into the Brazos Valley e-Marketplace System (Ionwave).

-For assistance with Brazos Valley e-Marketplace System (Ionwave), please email or call:

support@ionwave.net

P: 866.277.2645

Contact Information

Contact: Kim Robbins Senior Buyer
Address: 1577 Dam Site Road
Conroe, TX 77304
Phone: (936) 588-7118
Email: krobbins@sjra.net

Texas Ranch Maintenance LLC Information

Contact: Mark Knight
Address: 938 Manning Rd.
Humble, TX.77338
Humble, TX 77338
Phone: (281) 851-1183
Email: mark@trmlcs.com
Web Address: www.trmlcs.com

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

Mark Knight

Signature

Submitted at 5/10/2026 05:56:40 PM (CT)

Mark@trmlcs.com

Email

Requested Attachments

26-0028_Your Company Name_Submittal

26-0028 Texas Ranch
Maintenance - Submittal.pdf

Please name your file: 26-0028_Your Company Name_Submittal
(Refer to RFP Submittal Requirements pages 18-19 and Evaluation and Award of Contract pages 19-22)

26-0028_Your Company Name_C&A Form

26-0026 Texas Ranch
Maintenance- C&A form.pdf

Please name your file: 26-0028-Your Company Name_C&A_Form
(Certification and Acknowledgement Form)

26-0028_Your Company Name_CIQ

26-0028- Texas Ranch
Maintenance-CIQ.pdf

Please name your file: 26-0028_Your Company Name_CIQ
(Conflict of Interest Questionnaire)

26-0028_Your Company Name_COI

26-0028 Texas Ranch
Maintenance- COI.pdf

Please name your file: 26-0028_Your Company Name_COI
(Sample Certificate of Insurance. Ref RFP Section S and T, page 9; Exhibit B -General Services Agreement Exhibit B, pages 15-19)

Addendum No 1 of 1

26-0028- Texas Ranch
Maintenance-Addendum 1of1
final.pdf

Please name your file: 26-0028-Your Company Name_Addendum
(26-0028 Addendum No 1 of 1_Final)

Bid Attributes

1 Please provide your Estimated Delivery in Weeks for mowing services based upon 35 sites for Woodlands and GRP for one season

1. Estimate Delivery in weeks for mowing services based upon the 35 sites given for both Woodlands and GRP Divisions for one season, for example spring (March/April) timeframe. Please allow time for Litter Debris Removal prior to mowing or clearing services.

5-7 days depending on weather

2	Please provide "Routine Services Request Reponse Time" for Tree Removal Services
	Routine Services Request Reponse Time for Tree Removal Services
	1-3 days

3	Plesae provide "Emergency Services Request Reponse Time" in Hours for Tree Removal Services
	Emergency Services Request Reponse Time in Hours for Tree Removal Services
	2-3 hours

Bid Lines

1	WOODLANDS (WDS) DIVISION EASEMENT SITES
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2	SITE 1 - (WDS) Mow 15' wide <i>(Line excluded from response total)</i>
	Quantity: <u>2372</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.09"/> Total: <input type="text" value="\$213.48"/>

3	SITE 2 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>499</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.13"/> Total: <input type="text" value="\$64.87"/>

4	SITE 3 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>481</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.13"/> Total: <input type="text" value="\$62.53"/>

5	SITE 4 - (WDS) Mow 20' wide <i>(Line excluded from response total)</i>
	Quantity: <u>3894</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.10"/> Total: <input type="text" value="\$389.40"/>

6	SITE 5 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>1936</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$232.32"/>

7	SITE 6 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>2892</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.11"/> Total: <input type="text" value="\$318.12"/>

8	SITE 7 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>1361</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$163.32"/>

9	SITE 8 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>2432</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.11"/> Total: <input type="text" value="\$267.52"/>

10	SITE 9 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>3000</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.11"/> Total: <input type="text" value="\$330.00"/>

11	SITE 10 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>
	Quantity: <u>1000</u> UOM: <u>LF</u> Price: <input type="text" value="\$0.13"/> Total: <input type="text" value="\$130.00"/>

1 2	SITE 11 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>8533</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.09"/>	Total: <input type="text" value="\$767.97"/>
1 3	SITE 12 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>8999</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.09"/>	Total: <input type="text" value="\$809.91"/>
1 4	SITE 13 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>2097</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.11"/>	Total: <input type="text" value="\$230.67"/>
1 5	SITE 14 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>2779</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.11"/>	Total: <input type="text" value="\$305.69"/>
1 6	SITE 15 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>4106</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.10"/>	Total: <input type="text" value="\$410.60"/>
1 7	SITE 16 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>2072</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.11"/>	Total: <input type="text" value="\$227.92"/>
1 8	SITE 17 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>2371</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.11"/>	Total: <input type="text" value="\$260.81"/>
1 9	SITE 18 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>1063</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.12"/>	Total: <input type="text" value="\$127.56"/>
2 0	SITE 19 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>801</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.13"/>	Total: <input type="text" value="\$104.13"/>
2 1	SITE 20 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>1498</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.12"/>	Total: <input type="text" value="\$179.76"/>
2 2	SITE 20A - (WDS) Mow area of 1.25 acres (54,450 SF) EST 6 - Mow temporarily until Contractor begins project. <i>(Line excluded from response total)</i>	Quantity: <u>1</u> UOM: <u>LOT</u>	Price: <input type="text" value="\$375.00"/>	Total: <input type="text" value="\$375.00"/>
2 3	SITE 21 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>9641</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.09"/>	Total: <input type="text" value="\$867.69"/>
2 4	SITE 22 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>14726</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.09"/>	Total: <input type="text" value="\$1,325.34"/>
2 5	SITE 23 - (WDS) Mow 10' wide <i>(Line excluded from response total)</i>	Quantity: <u>1950</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.10"/>	Total: <input type="text" value="\$195.00"/>

26	SITE 24 - (WDS) Mow 10' wide Revised to: Mow 30' wide (Line excluded from response total)	Quantity: <u>1950</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$312.00"/>
27	GRP (Groundwater Reduction Plan) DIVISION EASEMENT SITES (Line excluded from response total)			
28	SITE 1 - (GRP) Mow 20' wide (Line excluded from response total)	Quantity: <u>1810</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.11"/>	Total: <input type="text" value="\$199.10"/>
29	SITE 2 - (GRP) Mow 20' wide (Line excluded from response total)	Quantity: <u>8800</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.10"/>	Total: <input type="text" value="\$880.00"/>
30	SITE 3 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>2650</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$424.00"/>
31	SITE 4 - (GRP) Mow 30' wide (changed from 1024 LF to 682 LF) (Line excluded from response total)	Quantity: <u>682</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$109.12"/>
32	SITE 5 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>392</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.17"/>	Total: <input type="text" value="\$66.64"/>
33	SITE 6 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>755</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.17"/>	Total: <input type="text" value="\$128.35"/>
34	SITE 7 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>1673</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$267.68"/>
35	SITE 8 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>18126</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$2,900.16"/>
36	SITE 9 - (GRP) Mow 30' wide (Line excluded from response total)	Quantity: <u>4505</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$720.80"/>
37	SITE 10 - (GRP) Hand Clear 3 - 15' x 25' areas (ARV and Test sites) (change to 7 each - 15' x 25' areas for a revised total of 2625 SF) (Line excluded from response total)	Quantity: <u>2625</u> UOM: <u>SF</u>	Price: <input type="text" value="\$0.20"/>	Total: <input type="text" value="\$525.00"/>
38	SITE 11 - (GRP) Mow 20' wide Revised to Mow 30' wide (Line excluded from response total)	Quantity: <u>2100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$0.16"/>	Total: <input type="text" value="\$336.00"/>

39	CLEARING - MECHANICAL MULCHING (clarification: the price is \$1600.00/day, for mulching with an average of 1 acre per day, mix and matching site widths to equal an average of 1 acre per day, SJRA will schedule so 1 acre per day is accomplished with multiple site widths in a day. <i>(Line excluded from response total)</i>)			
40	Clearing - Mechanical Mulching 5' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> ACRE/day (multiple sites) </u> Price: <input type="text" value="\$1600.00"/> Total: <input type="text" value="\$1600.00"/>	Supplier Notes: <input type="text" value="Avg. of 1ac./day with a min. of \$1,600/day regardless site size. The total day rate can include multiple sites if there small and can be done within the 8hr day rate.(\$1,600/day)"/>	
41	Clearing - Mechanical Mulching 10' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> ACRE/day (multiple sites) </u> Price: <input type="text" value="\$1600.00"/> Total: <input type="text" value="\$1600.00"/>	Supplier Notes: <input type="text" value="Avg. of 1ac./day with a min. of \$1,600/day regardless site size. The total day rate can be multiple sites if there small and can be done within the 8hr day rate.(\$1,600/day)"/>	
42	Clearing - Mechanical Mulching 15' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> ACRE/day (multiple sites) </u> Price: <input type="text" value="\$1600.00"/> Total: <input type="text" value="\$1600.00"/>	Supplier Notes: <input type="text" value="Avg. of 1ac./day with a min. of \$1,600/day regardless site size. The total day rate can be multiple sites if there small and can be done within the 8hr day rate.(\$1,600/day)"/>	
43	Clearing - Mechanical Mulching 20' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> ACRE/day (multiple sites) </u> Price: <input type="text" value="\$1600.00"/> Total: <input type="text" value="\$1600.00"/>	Supplier Notes: <input type="text" value="Avg. of 1ac./day with a min. of \$1,600/day regardless site size. The total day rate can be multiple sites if there small and can be done within the 8hr day rate.(\$1,600/day)"/>	
44	Clearing - Mechanical Mulching 30' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> ACRE/day (multiple sites) </u> Price: <input type="text" value="\$1600.00"/> Total: <input type="text" value="\$1600.00"/>	Supplier Notes: <input type="text" value="Avg. of 1ac./day with a min. of \$1,600/day regardless site size. The total day rate can be multiple sites if there small and can be done within the 8hr day rate.(\$1,600/day)"/>	
45	VEGETATION REMOVAL, VARIOUS LOCATIONS, AS NEEDED PER SJRA Representative <i>(Line excluded from response total)</i>			
46	Clearing - HAND CLEAR 5' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u> Price: <input type="text" value="\$4.25"/> Total: <input type="text" value="\$4.25"/>		
47	Clearing - Vertical Pushback (all sites) <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u> Price: <input type="text" value="\$0.09"/> Total: <input type="text" value="\$0.09"/>		
48	MOWING, VARIOUS LOCATIONS, AS NEEDED PER SJRA Representative <i>(Line excluded from response total)</i>			
49	Mowing - 5' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u> Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/>		

50	Mowing - 10' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$0.13"/>	Total: <input type="text" value="\$0.13"/>
51	Mowing - 15' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$0.12"/>	Total: <input type="text" value="\$0.12"/>
52	Mowing - 20' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$0.15"/>	Total: <input type="text" value="\$0.15"/>
53	Mowing - 30' wide <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$0.17"/>	Total: <input type="text" value="\$0.17"/>
54	LITTER, TRASH REMOVAL (Before mowing) <i>(Line excluded from response total)</i>			
55	Litter and Trash, (commercial, 30-50+ gallon bag), haul away, disposal by contractor <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
56	Litter and Trash, haul away, disposal by contractor (for larger items that cannot fit into garbage bag) <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> CY </u>	Price: <input type="text" value="\$40.00"/>	Total: <input type="text" value="\$40.00"/>
57	FELLED TREE REMOVAL, UNIMPROVED AREA, MOVE TO UNIMPROVED AREA <i>(Line excluded from response total)</i>			
58	Fallen Tree Removal (unimproved area), 5" - 10" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$600.00"/>	Total: <input type="text" value="\$600.00"/>
59	Fallen Tree Removal (unimproved area), 10-1/8" - 15" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$800.00"/>	Total: <input type="text" value="\$800.00"/>
60	Fallen Tree Removal (unimproved area), 15-1/8" - 20" caliper cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>
61	Felled Tree Removal (unimproved area), 20-1/8" - 25" caliper cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,100.00"/>	Total: <input type="text" value="\$1,100.00"/>
62	Felled Tree Removal (unimproved area), 25-1/8" - 30" caliper cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,250.00"/>	Total: <input type="text" value="\$1,250.00"/>

63	Felled Tree Removal (unimproved area), 30-1/8" - 35" caliper cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,450.00"/>	Total: <input type="text" value="\$1,450.00"/>

64	Felled Tree Removal (unimproved area), 35-1/8" - 40" caliper cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,600.00"/>	Total: <input type="text" value="\$1,600.00"/>

65	FELLED TREE REMOVAL, UNIMPROVED AREA, HAUL AWAY <i>(Line excluded from response total)</i>
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66	Felled Tree Removal (unimproved area), 5" - 10" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>

67	Felled Tree Removal (unimproved area), 10-1/8" - 15" caliper cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,350.00"/>	Total: <input type="text" value="\$1,350.00"/>

68	Felled Tree Removal (unimproved area), 15-1/8" - 20" caliper cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,900.00"/>	Total: <input type="text" value="\$1,900.00"/>

69	Felled Tree Removal (unimproved area), 20-1/8" - 25" caliper cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$2,100.00"/>	Total: <input type="text" value="\$2,100.00"/>

70	Felled Tree Removal (unimproved area), 25-1/8" - 30" caliper cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$2,300.00"/>	Total: <input type="text" value="\$2,300.00"/>

71	Felled Tree Removal (unimproved area), 30-1/8" - 35" caliper cut into manageable sections and haul away <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$2,600.00"/>	Total: <input type="text" value="\$2,600.00"/>

72	Felled Tree Removal (unimproved area), 35-1/8" - 40" caliper cut into manageable sections and haul way <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$3,000.00"/>	Total: <input type="text" value="\$3,000.00"/>

73	STANDING TREE REMOVAL, UNIMPROVED AREA, MOVE TO UNIMPROVED AREA
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74	Standing Tree Removal (unimproved area), 5-1/8" - 10" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$800.00"/>	Total: <input type="text" value="\$800.00"/>

75	Standing Tree Removal (unimproved area), 10-1/8" - 15" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>		
Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>

7 6	Standing Tree Removal (unimproved area), 15-1/8" - 20" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>
7 7	Standing Tree Removal (unimproved area), 20-1/8" - 25" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,450.00"/>	Total: <input type="text" value="\$1,450.00"/>
7 8	Standing Tree Removal (unimproved area), 25-1/8" - 30" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,700.00"/>	Total: <input type="text" value="\$1,700.00"/>
7 9	Standing Tree Removal (unimproved area), 30-1/8" - 35" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$2,100.00"/>	Total: <input type="text" value="\$2,100.00"/>
8 0	Standing Tree Removal (unimproved area), 35-1/8" - 40" caliper, cut into 3-foot sections and move into unimproved area <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$2,900.00"/>	Total: <input type="text" value="\$2,900.00"/>
8 1	STANDING TREE REMOVAL, UNIMPROVED AREA, HAUL AWAY <i>(Line excluded from response total)</i>			
8 2	Standing Tree Removal (unimproved area), 5-1/8" - 10" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>
8 3	Standing Tree Removal (unimproved area), 10-1/8" - 15" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,300.00"/>	Total: <input type="text" value="\$1,300.00"/>
8 4	Standing Tree Removal (unimproved area), 15-1/8" - 20" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$1,700.00"/>	Total: <input type="text" value="\$1,700.00"/>
8 5	Standing Tree Removal (unimproved area), 20-1/8" - 25" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$2,100.00"/>	Total: <input type="text" value="\$2,100.00"/>
8 6	Standing Tree Removal (unimproved area), 25-1/8" - 30" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$2,200.00"/>	Total: <input type="text" value="\$2,200.00"/>
8 7	Standing Tree Removal (unimproved area), 30-1/8" - 35" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$2,400.00"/>	Total: <input type="text" value="\$2,400.00"/>

8 8	Standing Tree Removal (unimproved area), 35-1/8" - 40" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,900.00"/>	Total: <input type="text" value="\$2,900.00"/>
8 9	STANDING TREE REMOVAL, IMPROVED AREA, HAUL AWAY <i>(Line excluded from response total)</i>			
9 0	Standing Tree Removal (improved area), 5-1/8" - 10" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,400.00"/>	Total: <input type="text" value="\$1,400.00"/>
9 1	Standing Tree Removal (improved area), 10-1/8" - 15" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,700.00"/>	Total: <input type="text" value="\$1,700.00"/>
9 2	Standing Tree Removal (improved area), 15-1/8" - 20" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,100.00"/>	Total: <input type="text" value="\$2,100.00"/>
9 3	Standing Tree Removal (improved area), 20-1/8" - 25" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$2,500.00"/>
9 4	Standing Tree Removal (improved area), 25-1/8" - 30" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,800.00"/>	Total: <input type="text" value="\$2,800.00"/>
9 5	Standing Tree Removal (improved area), 30-1/8" - 35" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,000.00"/>	Total: <input type="text" value="\$3,000.00"/>
9 6	Standing Tree Removal (improved area), 35-1/8" - 40" caliper, cut into manageable sections and haul away <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,100.00"/>	Total: <input type="text" value="\$3,100.00"/>
9 7	FENCE LINE CLEARING, AS NEEDED, PER SJRA Representative <i>(Line excluded from response total)</i>			
9 8	Fence Line Clearing (as needed) <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$4.00"/>
9 9	ADD: SITE 4 - (GRP) Hand Clear 10' wide	Quantity: <u> 342 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$1.39"/>	Total: <input type="text" value="\$475.38"/>

End of unit pricing.

CERTIFICATION AND ACKNOWLEDGMENT

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

The Respondent is in receipt of 1 addenda.

The Respondent certifies:

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

Signed By: Mark Knight Title: President
Typed Name: Mark Knight Company Name: Texas Ranch Maintenance LLC
Phone No.: 281 851 1183 Email: Mark@TRMLLCS.com
P.O. Box or Street City State Zip
Remit Address: 938 Mannings Rd. Humble TX 77338
P.O. Box or Street City State Zip
Federal Tax ID No.: 82-5069066 DUNS No.: 03746620
Date: 5-5-2026

TRM, LLC Equipment list

Trucks

Equipment #	Description/model	Purchase date	Unit type
#101	1500 Chevy	2022	Truck
#102	250 Ford	2012	Truck
#103	350 Ford	2021	Truck
#104	250 Ford	2021	Truck
#105	250 Ford	2021	Truck
#106	250 Ford	2021	Truck
#107	1500 Chevy	2022	Truck
#108	1500 Chevy	2023	Truck

Tractors & Attachments

Equipment #	Description / model	Purchase date	Unit Type
#201	Kubota 7060 (70hp- enclosed cab)	2018	Tractor
#202	Kubota 111 (111hp -enclosed cab)	2018	Tractor
#203	Kubota 5400 (55 hp)	2021	Tractor
#204	Kubota MX6000 (60 hp)	2022	Tractor
#205	Kubota M4 (70hp- enclosed cab)	2025	Tractor
#206	12' batwing shredder attachment	2024	Attachment
#207	15' Batwing shredder attachment	2025	Attachment
#208	15' Batwing shredder attachment	2026	Attachment

Tractor -Attachments – Cont.

- #209 Land pride -6' Heavy brush hog mower -2023
- #210 Rhino - 6' Heavy Duty brush hog -2023
- #211 #1 Land Pride Heavy Duty Grapple – Used on tractor for debris removal and cleanup projects. - 2021
- #212 #2 Land Pride Heavy Duty Grapple – Used on tractor for debris removal and cleanup projects. - 2022
- #213 Kubota Tree puller - 2025 – pulling small trees, hedges and bushes

Trailers

Gooseneck Trailers-

- | | | | |
|------------|------------------------------|------|------------------|
| #301 | 20 +5 dove tail | 2012 | Trailer |
| #302 | 20' Tiger | 2020 | Trailer |
| #303 | 26' Trout trailer | 2019 | Trailer |
| #304 | 32' PJ Trailer | 2021 | Trailer |
| #305 | 15 yd. Dump Trailer | 2020 | Trailer |
| #306 | 20 yd. Dump Trailer Roll off | 2023 | Roll off Trailer |
| #307 | 30 yd. Dump Trailer | 2025 | Trailer |
| #308 & 309 | – 2- 20yd. roll off boxes | 2023 | Roll off Box |

Bumper pull trailers-

- | | | | |
|------|---------------|------|---------|
| #306 | 20' Landscape | 2021 | Trailer |
| #307 | 16' Landscape | 2015 | Trailer |
| #310 | 14' Landscape | 2022 | Trailer |

Mowers

#401	72" Zero-Turn – Ex-Mark	2022	Riding mower
#402	72" Zero-Turn – Ex-Mark	2022	Riding mower
#403	60" Zero turn – Ex-Mark	2022	Riding mower
#404	60" Zero turn - Kubota	2020	Riding mower
#405	60" Zero turn - Kubota	2021	Riding mower
#406	60" Zero Turn – Ex-Mark	2022	Riding Mower
#407	60" Zero-Turn – Kubota	2021	Riding mower
#408	60" Zero-Turn – Kubota	2022	Riding mower
#409	60" Zero-Turn – Kubota	2022	Riding mower
#410	32" – Ex-Mark	2021	Stand-on mower
#411	48" – Ex-Mark	2022	Stand-on mower
#412	Billy Goat – Stand on road blower	2022	Stand on-Blower

Hand Equipment

#501	RX 111 - Stihl	2018	Weedeater
#502	RX 111 - Stihl	2019	Weedeater
#503	RX 111 - Stihl	2021	Weedeater
#504	RX 111 - Stihl	2021	Weedeater
#505	RX 111 - Stihl	2024	Weedeater
#506	RX 111 - Stihl	2024	Weedeater
#507	RX 111 - Stihl	2022	Weedeater
#508	RX 111 - Stihl	2025	Weedeater
#509	RX 111 - Stihl	2025	Weedeater
#510	RX 111 - Stihl	2024	Weedeater

#511	PB-901 – Echo	2022	Blower
#512	PB-901 – Echo	2022	Blower
#513	BR 800 C – Stihl	2023	Blower
#514	BR 800 C- Stihl	2024	Blower
#515	850 Echo	2024	Blower
#516	850 Echo	2025	Blower

Heavy Equipment

(Abatement/Code enforcement, Brush clearing, Construction, Spraying)

#601	Kubota SVL -95 Skid Steer	2022	Equipment
#602	Kubota SVL -75 Skid Steer	2025	Equipment
#603	On order- Kubota SVL -110 Skid Steer	2026	Equipment
#604	Kubota – Mini- Excavator KX-40-4	2022	Equipment
#605	Kubota – Mini- Excavator KX-57-5	2025	Equipment
#606	Disc Mulching attachment	2022	Clearing equip. Skid Steer attachment
#607	Drum mulcher/ Forestry head	2022	Clearing equip. Skid Steer attachment
#608	Mini – EX - Mulching head attachment	2022	Clearing equipment- Blue Diamond
#609	2- 72" Tooth cutting bucket		Skid Steer attachment
#610	2- 72" Smooth cutting bucket		Skid Steer attachment
#611	Post driver with 8"/16" bits		Skid Steer attachment
#612	84" Land Plain / road grader		Skid Steer attachment
#613	72" Roller		Skid Steer attachment
#614	72" Sheep's foot roller		Skid Steer attachment
#615	72" 6-way Dozer blade		Skid Steer attachment
#616	72" Tiller		Skid Steer attachment
#617	Jack Hammer- Skid Steer		Skid Steer attachment

Vegetation & Tree equipment

#700	60 gal. Cub cadet	2017	Spray equipment
#701	Mule	2018	Utility Vehicle / Spray rig
#702	Polaris	2012	Utility Vehicle/ Spray rig
#703	12' aluminum john boat	2020	15 hp Yamaha
#704	12' aluminum john boat	2021	15hp Yamaha
#705	200 gal gas sprayer		
#706	100 gal gas sprayer		
#707	50 gal 12 volt spray rig		
#708	50 gal 12 volt sprayer		

Tree equipment

#709	40' Man lift
#710	40' Man Lift
#711	2- Heavy duty pull behind chipper
#712	650 2-ton truck with box for chipper
#713	650 2-ton truck with box for chipper
#714	650 Bucket truck
#715	Spider 80' lift (made for back yards, an tight places to get into)

Other equipment

- 6 - Echo Chain saws
- 4 - MS 362 - Stihl chain saws
- 2- MS 661 Stihl chain saw
- 4 - MS 261 - Stihl chain saws
- 4 - Limb saws
- 3- Echo pole hedgers

3- Stihl hand hedgers

3 - Stihl Limb saws

5 - Echo- Arbor chain saws

4 - Stihl – Arbor chain saws

Safety harness, ropes, and other equipment for climbing.



www.sjra.net

ADDENDUM NO. 1 of 1

Date: May 5, 2026

To: All Interested Parties

From: Kim Robbins, Senior Buyer

Re: **RFP# 26-0028 Easement Mowing, Clearing, Litter Debris Removal, Tree Removal and Fence Line Clearing Services**

The following clarifications to RFP# 26-0028 are hereby issued as a part of the originally issued documents for the referenced project as fully and as complete as though the same were included therein.

Revisions:

1. Site 24 Woodlands revised to 30' wide, see pricing line 26.
2. Site 11 GRP revised to 30' wide, see pricing line 38.
3. Site 4 GRP 1024' revisions: 342' of the 1024' revised to "Hand Clear" 10' wide and the 682' LF remains as mowing 30' wide, see pricing line 31. See pricing line 99 for 342' LF Hand Clear 10' wide. (Reference updated EXHIBIT A-3 Easements GRP Sites_Revised Site 4 and Site 10).
4. Site 10 GRP revised from 3 each – 15' x 25' areas, 1125 SF total to 7 each – 15' x 25' areas for a revised total of 2,625 SF, see pricing line 37. (Reference updated EXHIBIT A-3 Easements GRP Sites_Revised Site 4 and Site 10).
5. Revised Scope of work, page 5 – Weed Trimming:
Around all fixed objects, unless directed otherwise by the SJRA representative. SJRA Fixed Objects: Manholes, Valve vaults, Flushing Hydrants, ARV (Air Relief Valve Snorkels), Fiber Boxes and Markers.

Addition:

6. For Litter, Trash, and Debris Removal: Contractor shall provide Dump manifests.

Questions:

7. Can the pre-proposal meeting be viewed remotely?
SJRA Response: SJRA does not currently offer remote viewing for pre-submittal meetings.
8. What are the minimum standards for mowing height, debris removal, and tree removal?
SJRA Response: Refer to Exhibit A – Scope of Services, page 4, page 5, page 6, and page 7.
9. Are there any environmental or wildlife protection requirements that must be observed during clearing?
SJRA Response: The Contractor shall conduct all services in an environmentally responsible manner and shall take reasonable precautions and appropriate measures to protect and avoid harm to wildlife and surrounding natural resources.
10. Is there a preferred method for mulching or disposal of removed materials?
SJRA Response: Refer to Exhibit A – Scope of Services, page 4, page 5, page 6, and page 7.
11. Are there any restrictions on equipment types or sizes due to site access or environmental concerns?
SJRA Response: Certain areas of certain sites may impose restrictions on the use of mechanical equipment because of limited access or where conditions such as fencing, swampy terrain, creeks, or dense vegetation prevent equipment operation, hand-clearing methods may be required.
12. Will SJRA require specific safety certifications or training for personnel?
SJRA Response: The Contractor shall conduct all services under this RFP in full compliance with all applicable local, state, and federal laws, ordinances, and regulations. The Contractor is solely responsible for personnel safety and the safe and proper operation of all equipment. The Contractor shall ensure all personnel are properly trained, qualified, and competent to safely perform assigned duties and operate equipment in and around the community.
13. Is there a process for submitting the written safety program, or is a summary sufficient?
SJRA Response: See RFP 26-0028, page 19, TAB Methodology Approach, Equipment, Safety Program.

14. Can SJRA clarify expected response times for emergency tree removal requests?

SJRA Response: Emergency response applies to trees in hazardous or precarious conditions that require prompt removal to prevent injury to persons or damage to property, including buildings, parking areas, maintenance facilities, equipment, or vegetation. The Contractor shall specify their expected mobilization time and the timeframe in which they can respond to and complete emergency tree removal requests, expressed in hours.

15. Is there flexibility in scheduling routine services, or are there fixed dates for certain sites?

SJRA Response: Yes. Routine services will be scheduled in coordination with the Contractor within a specified timeframe, taking into account weather conditions and the need to avoid conflicts with scheduled operations, activities, or special events. The Contractor may group nearby service areas or combine work across both Divisions to optimize scheduling and efficiency.

16. Should pricing include all potential permit fees, or will SJRA handle permitting?

SJRA Response: Permitting is not required.

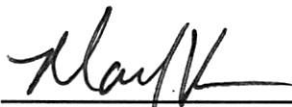
17. Are there any anticipated changes in scope that could affect pricing during the contract term?

SJRA Response: SJRA will work with the Contractor to negotiate equitable pricing adjustments for any anticipated changes in scope, including additions or deletions.

18. What was the spend for FY2025:

SJRA Response: \$111,000.00. Please note, going forward the budget is estimated; there is no guarantee of any amount of business under this contract. For example, Tree Removal is part of the scope; however, the amount is unknown and depends on necessity.

I acknowledge Receipt of Addendum No. 1



Authorized Signature

Texas Ranch Maintenance LLC

Company Name

5-6-26

Date

**EXHIBIT B
INSURANCE REQUIREMENTS**

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

1.0 Contractor Insurance Representations to SJRA.

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

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

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

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

2.0 Conditions Affecting All Insurance Required Herein.

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

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

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

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

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

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

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

2.8 Deductible/Retention. Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$10,000 without prior written approval of SJRA. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Contractor’s sole risk. Contractor shall not be reimbursed for same. If the insurance contains a self-insured retention, the policy shall allow the self-insured retention to be paid or satisfied by a party other than the named insured.

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

3.0 Intentionally Omitted.

4.0 Insurance Required.

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

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

4.2 Commercial General Liability Insurance

- 4.2.1 Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under the Contract Documents (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
- 4.2.2 Form. Commercial General Liability Occurrence form (at least as broad as an unmodified current ISO edition of CG 00 01) to include, but not be limited to, coverage for the Contractor's premises, operations (including completed operations), products, and contractual assumption of tort liability.
- 4.2.3 Amount of Insurance. Coverage shall be provided with limits of not less than the above stated table.
- 4.2.4 Required Endorsements.
- a. Additional Insured. Additional insured status shall be provided in favor of the SJRA on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their combined equivalent. It is the intent of the parties to this Agreement that this Additional Insured status shall include coverage for completed operations and for the SJRA's concurrent and sole negligence. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
 - b. Designated Construction Project(s) Aggregate Limit. The aggregate limit shall apply separately to this Agreement through use of an ISO CG 25 03 05 09 endorsement or its equivalent.
 - c. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
 - d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
 - e. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.
- 4.2.5 Continuing Commercial General Liability Insurance. Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least three (3) years following Date of Final Completion of the Work to be performed under the Contract.

4.3 Auto Liability Insurance

- 4.3.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- 4.3.2 Form. Business Auto form (at least as broad as an unmodified current ISO edition of CA 00 01).
- 4.3.3 Amount of Insurance. Coverage shall be provided with a limit of not less than the above stated table.
- 4.3.4 Required Endorsements.

- a. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
- b. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.
- c. Additional insured status in favor of the SJRA. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applied to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
- d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This Auto Liability Insurance coverage shall be endorsed to provide such primary and non-contributing liability coverage.

4.4 Workers' Compensation/Employer's Liability Insurance

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

4.5 Excess Liability Insurance

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

5.0 Evidence of Insurance.

- 5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by Contractor, represented by certificates of insurance, evidence of insurance consistent with the requirements of Chapter 1811 of the Texas Insurance Code, and endorsements issued by the insurance company or its legal agent, must be furnished to SJRA not later than 15 days prior to commencement of Work. New certificates of insurance, evidence of insurance, and endorsements shall be provided to SJRA prior to the termination date of the current certificates of insurance, evidence of insurance, and endorsements.

- 5.2 Form. All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance", or if such form is not filed with and approved or deemed approved by the Texas Department of Insurance, then on a form filed with and approved by or deemed approved by the Texas Department of Insurance and acceptable to SJRA.
- 5.3 Specifications. Such certificates of insurance, evidence of insurance, and endorsements shall specify the following, excluding, however, any such specifications as may be prohibited under Chapter 1811 of the Texas Insurance Code:
- 5.3.1 SJRA as a certificate holder with correct mailing address.
 - 5.3.2 Insured's name, which must match that on this Contract.
 - 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - 5.3.4 Producer of the certificate with correct address and phone number listed.
 - 5.3.5 Additional insured status required herein.
 - 5.3.6 Amount of any deductibles and/or retentions.
 - 5.3.7 Cancellation and material change in coverage notification as required by the policy or any endorsement thereto in accordance with Section 3.6 of this Exhibit D.
 - 5.3.8 Designated Construction Project Aggregate Limits required herein.
 - 5.3.9 Primary and non-contributing status required herein.
 - 5.3.10 Waivers of subrogation required herein.
- 5.4 Required Endorsements. A copy of the Commercial General Liability additional insured, waiver of subrogation and primary/noncontributing endorsement(s) or policy language shall also be provided.
- 5.5 Failure to Obtain. Failure of SJRA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJRA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 5.6 Copies. Upon request of SJRA, Contractor shall provide to SJRA a copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to SJRA at least ten (10) days prior to the expiration of the previous policy.
- 5.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by SJRA of any rights of SJRA. SJRA shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by SJRA.

6.0 Intentionally Omitted.

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

- 7.1 Insurance similar to that required of Contractor shall be provided by all subcontractors and sub-subcontractors (or provided by Contractor on behalf of subcontractors or sub-subcontractors) to cover operations performed under any subcontract agreement. Limits of subcontractors' coverage shall be per Contractor's standard requirements. Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors and sub-subcontractors. Contractor shall maintain certificates of insurance from all subcontractors and sub-subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from a

subcontractor or sub-subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to SJRA upon request. Subcontractor's Commercial General Liability insurance policies shall name the SJRA as an additional insured.

- 7.2 Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Contractor's or its subcontractor's property shall be Contractor's and its subcontractor's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Contractor shall not be reimbursed for same. Should Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of SJRA.

8.0 Release and Waiver.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Ranch Maintenance LLC
Humble, TX United States

Certificate Number:
2026-1472783

Date Filed:
06/04/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
San Jacinto River Authority

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-0028
Annual Easement mowing, Clearing, Litter & Debris removal, tree removal, and fence line clearing services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	San Jacinto River Authority	Conroe, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is MARK KNIGHT, and my date of birth is 2-2-1967.

My address is 938 Manning Rd., Humble, TX, 77338 US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TEXAS, on the 4 day of 06, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1472783

Date Filed:
06/04/2026

Date Acknowledged:
06/05/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Ranch Maintenance LLC
Humble, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

San Jacinto River Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-0028
Annual Easement mowing, Clearing, Litter & Debris removal, tree removal, and fence line clearing services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	San Jacinto River Authority	Conroe, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 
Signature of vendor doing business with the governmental entity

5-5-26
Date

Item No.	Agenda Item	Date
6.7	Consider authorizing the General Manager to execute an amendment to the General Services Agreement with GFL Environmental to continue providing sludge hauling, sludge disposal, and debris waste management hauling services for the Woodlands and GRP Divisions.	06/25/2026

BACKGROUND INFORMATION

Firm Name: GFL Environmental

Type of Agreement: Amendment

Service: Sludge Hauling and Disposal Services / Debris Waste Management Hauling Services

Contract Number: 24-0030-A

Total Anticipated Expenditures: \$746,241.00 (WO: \$496,698.00 / GRP: \$249,543.00)

This amendment extends sludge hauling, disposal, and waste management debris hauling services for the Woodlands and GRP Divisions through the final term of the agreement (July 1, 2026 through June 30, 2027) and includes a Consumer Price Index (CPI) adjustment. These services are essential to supporting the Authority’s ongoing operational needs and regulatory compliance requirements related to the transportation, handling, and disposal of sludge and debris materials.

FUNDING SOURCE: FY26 Woodlands and GRP Operating Budgets

ATTACHMENTS: Amendment

RECOMMENDED ACTION

Consider authorizing the General Manager to execute an amendment to the General Services Agreement with GFL Environmental in the amounts of \$496,698.00 for the Woodlands Division, and \$249,543.00 for the GRP Division, to continue providing sludge hauling, sludge disposal, and debris waste management hauling services. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE SAN JACINTO RIVER AUTHORITY
AND GFL ENVIRONMENTAL
[CONTRACT NO. 24-0030-A]

THIS FIRST AMENDMENT TO CONTRACT (hereafter the “First Amendment”) to that certain Contract by and between San Jacinto River Authority (SJRA) and GFL Environmental (hereafter the “Agreement”), which was heretofore executed on July 1, 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 GFL Environmental, 1820 Candle Ridge Park, Houston, Texas 77073 (hereafter “GFL”) and

The original Agreement provided for GFL to provide sludge hauling and disposable services and waste management debris hauling services.

NOW THEREFORE, SJRA and GFL (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 First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

REVISED PRICING:

Exhibit A – CPI Increase

There shall be no further increased price adjustments during the second renewal term of the contract.

SECOND RENEWAL TERM:

This Contract shall become effective upon execution of this Agreement by SJRA and the Contractor, and shall remain in effect **July 1, 2026, thru June 30, 2027**, after which, **no renewals remain**. At the sole option of SJRA, the Contract may be further extended as an emergency extension, not to exceed a total of six (6) months.

The maximum not-to-exceed compensation payable to GFL Environmental under this agreement within Renewal Term 2 is \$746,241 (WO: \$496,698 / GRP: \$249,543).

The Parties hereto agree, that except as specifically provided for by this First 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 First Amendment shall be, and will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this First Amendment, by and through their respective duly authorized representatives and officers on the _____ day of June 2026.

SAN JACINTO RIVER AUTHORITY

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

GFL ENVIRONMENTAL

By: Shane E Gaston Operations Manager
AUTHORIZED SIGNATURE, TITLE

EXHIBIT A – CPI Increase



1

June 1, 2026

Megan Morris
San Jacinto River Authority

Re: SJRA– Sludge Hauling and Disposal Contract, Services Continuation and CPI

Dear Ms. Morris:

Since our current contract extension will expire June 30, 2026, GFL of Texas, LP, has provided, and will continue to provide, the services per the terms of our 24-0030 contract. We would like to request a Consumer Price Index rate adjustment to recover the cost increases we have experienced due to inflation. For the last 24 months we have been providing services at the rate established with the July 1, 2024 contract. We did not request a CPI on renewal term July 1, 2025. We have calculated the new rate for the 3rd renewal using the change from the 2024 bid amounts. If approved this new rate would take effect on July 1, 2026. I have provided a bid pricing rate table on page 2.

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.6 percent on a seasonally adjusted basis in April, after rising 0.9 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.8 percent before seasonal adjustment.



		SJRA Pricing		
	units	2024 Rate	adjustment	2026 Rate
GRP Sludge Hauls	per ton	\$ 59.62	\$2.27	\$61.89
GRP Trash Hauls	per haul	\$ 597.68	\$22.71	\$620.39
GRP Trash Rental	per month	\$ 50.09	\$1.90	\$51.99
SJRA 1 Sludge	per ton	\$ 44.36	\$1.69	\$46.05
SJRA 1 Trash	per haul	\$ 597.68	\$22.71	\$620.39
SJRA 1 Trash Rental	per month	\$ 50.09	\$1.90	\$51.99
SJRA 2 Sludge	per ton	\$ 41.96	\$1.59	\$43.55
SJRA 2 Grit	per haul	\$ 686.72	\$26.10	\$712.82
SJRA 2 Grit Rental	per month	\$ 66.78	\$2.54	\$69.32
SJRA 3 Sludge	per gallon	\$ 0.0810	\$0.0031	\$0.0841
overage fee	each	\$ 100.00	\$3.80	\$103.80
	adjustment requested		3.80%	



Economic News Release

Consumer Price Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, May 12, 2026 USDL-26-0721

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi
Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - APRIL 2026

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.6 percent on a seasonally adjusted basis in April, after rising 0.9 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased **3.8 percent before seasonal adjustment**.

The index for energy rose 3.8 percent in April, accounting for over forty percent of the monthly all items increase. The shelter index also increased in April, rising 0.6 percent. The index for food increased 0.5 percent over the month as the index for food at home rose 0.7 percent and the index for food away from home increased 0.2 percent.

The index for all items less food and energy rose 0.4 percent in April. Indexes that increased over the month include household furnishings and operations, airline fares, personal care, apparel, and education. Conversely, the indexes for new vehicles, communication, and medical care were among the major indexes that decreased in April.

The all items index rose 3.8 percent for the 12 months ending April, after rising 3.3 percent for the 12 months ending March. The all items less food and energy index rose 2.8 percent over the year, following a 2.6 percent increase over the 12 months ending March. The energy index increased 17.9 percent for the 12 months ending April. The food index increased 3.2 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Apr. 2026
	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026	Feb. 2026	Mar. 2026	Apr. 2026	
All items	-	-	0.3	0.2	0.3	0.9	0.6	3.8
Food	-	-	0.7	0.2	0.4	0.0	0.5	3.2
Food at home	-	-	0.6	0.2	0.4	-0.2	0.7	2.9
Food away from home⁽¹⁾	-	-	0.7	0.1	0.3	0.2	0.2	3.6
Energy	-	-	0.3	-1.5	0.6	10.9	3.8	17.9
Energy commodities	-	-	-0.3	-3.3	1.1	21.3	5.6	29.2
Gasoline (all types)	-1.3	2.7	-0.3	-3.2	0.8	21.2	5.4	28.4
Fuel oil	-	-	-0.8	-5.7	11.1	30.7	5.8	54.3
Energy services	-	-	1.0	0.2	0.2	0.4	1.6	5.4
Electricity	-	-	0.2	-0.1	-0.7	0.8	2.1	6.1
Utility (piped) gas service	-	-	3.7	1.0	3.1	-0.9	-0.1	3.0
All items less food and energy	-	-	0.2	0.3	0.2	0.2	0.4	2.8
Commodities less food and energy commodities	-	-	0.0	0.0	0.1	0.1	0.0	1.1
New vehicles	0.0	0.2	0.0	0.1	0.0	0.1	-0.2	0.2
Used cars and trucks	0.7	0.1	-0.9	-1.8	-0.4	-0.4	0.0	-2.7
Apparel	-	-	0.3	0.3	1.3	1.0	0.6	4.2
Medical care commodities⁽¹⁾	-	-	0.3	-0.1	0.0	-1.0	-0.4	-0.5
Services less energy services	-	-	0.3	0.4	0.3	0.2	0.5	3.3
Shelter	-	-	0.4	0.2	0.2	0.3	0.6	3.3
Transportation services	-	-	0.4	1.4	0.2	0.6	0.3	4.3
Medical care services	-	-	0.4	0.3	0.6	0.0	0.0	3.2

Footnotes

⁽¹⁾Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food rose 0.5 percent in April after being unchanged in March. The food at home index increased 0.7 percent over the month. Five of the six major grocery store food group indexes increased in April. The index for meats, poultry, fish, and eggs increased 1.3 percent over the month as the index for beef rose 2.7 percent. The fruits and

vegetables index increased 1.8 percent in April and the nonalcoholic beverages index rose 1.1 percent. The index for dairy and related products increased 0.8 percent over the month and the index for cereals and bakery products rose 0.1 percent in April.

In contrast, the index for other food at home fell 0.4 percent in April after being unchanged in March.

The food away from home index rose 0.2 percent in April. The index for limited service meals rose 0.4 percent over the month and the index for full service meals rose 0.1 percent.

The index for food at home rose 2.9 percent over the 12 months ending in April. The fruits and vegetables index rose 6.1 percent over the last 12 months. The index for other food at home increased 2.5 percent over the same period and the index for nonalcoholic beverages rose 5.1 percent. The cereals and bakery products index increased 2.6 percent over the 12 months ending in April and the meats, poultry, fish, and eggs index rose 1.5 percent over the same period. In contrast, the index for dairy and related products fell 0.6 percent over the year.

The food away from home index rose 3.6 percent over the last year. The index for full service meals rose 3.8 percent and the index for limited service meals rose 3.2 percent over the same period.

Energy

The index for energy increased 3.8 percent in April, after rising 10.9 percent in March. The gasoline index increased 5.4 percent over the month. (Before seasonal adjustment, gasoline prices increased 11.1 percent in April.) The index for electricity rose 2.1 percent in April. The fuel oil index increased 5.8 percent over the month. Conversely, the index for natural gas decreased 0.1 percent over the same period.

The index for energy increased 17.9 percent over the past 12 months and the index for gasoline rose 28.4 percent. The electricity index increased 6.1 percent over the last 12 months ending in April and the natural gas index rose 3.0 percent.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in April, after rising 0.2 percent in each of the 2 preceding months. The shelter index increased 0.6 percent over the month. The index for owners' equivalent rent and the index for rent both increased 0.5 percent in April. The lodging away from home index rose 2.4 percent over the month.

The index for household furnishings and operations increased 0.7 percent over the month, after rising 0.2 percent in March. The airline fares index rose 2.8 percent in April and the personal care index rose 0.7 percent. The index for apparel rose 0.6 percent over the month and the index for education rose 0.2 percent in April. The recreation index and the motor vehicle insurance index each increased 0.1 percent in April.

The new vehicles index and the communication index each declined 0.2 percent in April. The index for used cars and trucks was unchanged over the month.

The medical care index decreased 0.1 percent in April, after falling 0.2 percent in March. The index for hospital services decreased 0.3 percent over the month. Conversely, the physicians' services index increased 0.6 percent over the month while the prescription drugs index was unchanged in April.

The index for all items less food and energy rose 2.8 percent over the past 12 months. The shelter index increased 3.3 percent over the last year. Other indexes with notable increases over the last year include medical care (+2.5 percent), airline fares (+20.7 percent), household furnishings and operations (+3.9 percent), and recreation (+2.3 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.8 percent over the last 12 months to an index level of 333.020 (1982-84=100). For the month, the index increased 0.9 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.9 percent over the last 12 months to an index level of 326.541 (1982-84=100). For the month, the index increased 0.9 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.6 percent over the last 12 months. For the month, the index increased 0.8 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for May 2026 is scheduled to be released on Wednesday, June 10, 2026, at 8:30 a.m. (ET).

Rebasing of Selected Consumer Price Index Series

Effective with this release, several CPI series were rebased to December 2024 = 100. When new base years are introduced, BLS recalculates each index back to the beginning of that series to ensure continuity. A complete list of indexes that were rebased is available at www.bls.gov/cpi/additional-resources/rebased-series.htm

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for

All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.04 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.08 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.12 and 0.28 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/web/cpi/cpi-seasonal-factors.xlsx. For more information on data revision scheduling, please see the Seasonal Adjustment questions and answers page at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and

removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2026, BLS adjusted 57 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2026, revised seasonal factors and seasonally adjusted indexes for 2021 to 2025 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2025 will be applied to data for 2026 to produce the seasonally adjusted 2026 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2026, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm
If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

- [Table 1. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by expenditure category](#)
- [Table 2. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by detailed expenditure category](#)
- [Table 3. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, special aggregate indexes](#)
- [Table 4. Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index](#)
- [Table 5. Chained Consumer Price Index for All Urban Consumers \(C-CPI-U\) and the Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, all items index](#)
- [Table 6. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 1-month analysis table](#)
- [Table 7. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 12-month analysis table](#)
- [HTML version of the entire news release](#)

[The PDF version of the news release](#)

[News release charts](#)

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Last Modified Date: May 12, 2026

U.S. BUREAU OF LABOR STATISTICS Consumer Price Index Office of Prices and Living Conditions Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-7000 www.bls.gov/CPI [Contact CPI](#)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1471437

Date Filed:
 06/03/2026

Date Acknowledged:
 06/09/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GFL of Texas, LP
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 San Jacinto River Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24-0030-A
 Sludge Hauling & Disposal Services/Waste management Debris Hauling Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Item No.	Agenda Item	Date
7.1	Consider authorizing the General Manager to execute a construction contract with Weisinger Incorporated for Water Well Nos. 3 and 13 Rehabilitation for the Woodlands Division.	06/25/2026

BACKGROUND INFORMATION

Firm Name: Weisinger Incorporated
 Project: Water Well Nos. 3 and 13 Rehabilitation
 Type of Agreement: Major Construction Services Agreement
 (Contract No. 25-0016-A)

Project Description/Justification:

Water Well No. 3 was originally designed and installed in 1979 and was last rehabilitated in 2016 with a design pumping capacity of 1,300 gallons per minute (gpm). Water Well No. 13 was originally designed and installed in 1997 and was last rehabilitated in 2013 with a design pumping capacity of 1,500 gpm. Both wells experienced a significant reduction in pumping capacity and were taken out of service in March 2025 and June 2024, respectively. Water Well Nos. 3 and 13 both require rehabilitation to place them back into service. Additionally, Water Well No. 3 will have its pump lowered by 50 feet per the recommendation from the 20-Year Water Well CIP performed by INTERA and finalized in April 2023. These two wells are required as part of the overall future water supply strategy for The Woodlands. Rehabilitation of the wells will include well video surveys, wire brushing the well screens, jetting out and removing fill material from the bottom of the well, and replacement and installation of the well equipment. One proposal was received, which is within budget and in line with the engineer’s estimate. The selected contractor is very experienced and has worked on many SJRA projects in the past, so there is confidence in this contractor to properly perform the project.

No. Proposals Received/Proposal Receipt Date: 1 / May 27, 2026
 Highest Ranked Offeror / Proposed Cost: Weisinger Incorporated / \$973,255.00

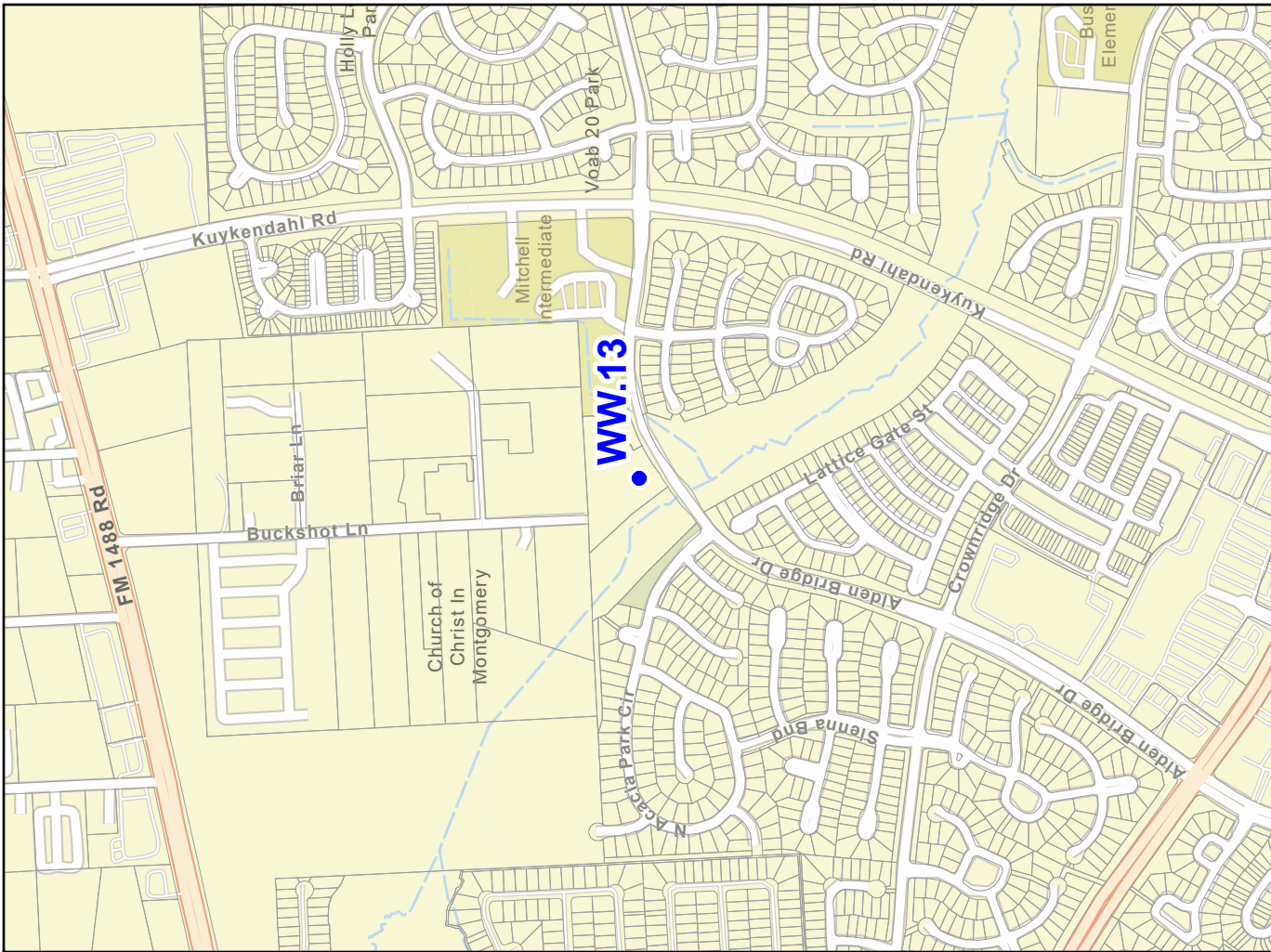
Engineer: SJRA Technical Services Department
 Proposal Amount: \$973,255.00
 Engineer’s Estimate: \$973,000.00
 Contract Days: 210 Days

FUNDING SOURCE: R&R Funds

ATTACHMENTS: Map, Summary, Proposal Form, Agreement

RECOMMENDED ACTION

Authorize the General Manager to execute a construction contract in the amount of \$973,255.00 with Weisinger Incorporated for Water Well Nos. 3 and 13 Rehabilitation for the Woodlands Division, and contract modifications up to the amount approved per the Purchasing Policy.



Water Well Nos. 3 and 13 Rehabilitation



Water Well Nos. 3 and 13
Rehabilitation

Best Value Offeror Rankings

Rank	Offeror	Score	Proposed Project Cost
1	Weisinger Incorporated	95.0	\$973,255.00

Engineer's Opinion of Probable Construction Cost
\$973,000.00

(Note: The Competitive Sealed Proposal (CSP) procurement method was used for this project. A mandatory pre-proposal conference was held on May 13, 2026. Proposals were received and publicly opened on May 27, 2026. A selection committee evaluated the Proposals based on criteria detailed in the associated Request for Competitive Sealed Proposals [CSP] and recommended the Highest Ranked Offeror for award of the construction contract.)



25-0016 Addendum 2

Weisinger Incorporated

Supplier Response

Event Information

Number: 25-0016 Addendum 2
Title: Rehabilitation of Water Well Nos. 3 and 13
Type: SJRA - Request for Competitive Sealed Proposal
Issue Date: 4/24/2026
Deadline: 5/27/2026 11:00 AM (CT)
Notes: **The San Jacinto River Authority is requesting Competitive Sealed Proposals (CSP) for the following project in Montgomery County, Texas: CSP No. 25-0016 Water Well Nos. 3 and 13 Rehabilitation (Woodlands Division).**

SCOPE OF SERVICES:

Rehabilitation and/or replacement of pumping equipment for San Jacinto River Authority Woodlands Division Water Well Nos. 3 and 13 along with associated work to water well in-ground facility.

Well 3: 36 Secluded Trail Drive, The Woodlands, Texas.

Well 13: 6698 Alden Bridge Drive, The Woodlands, Texas

Engineer's Opinion of Probable Construction Cost: \$973,000

Substantial Completion 180 Calendar Days after NTP.

BID SCHEDULE:

April 24, 2026, and May 1, 2026, - Release CSP

May 13, 2026, 9:00 a.m. - MANDATORY Pre-Submittal Conference and Site Visits (Woodlands Division)

May 15, 2026, 11:00 a.m. - Deadline for Questions and Inquiries

May 19, 2026, 11:00 a.m. - Post Addendum, If any.

May 27, 2026, 11:00 a.m. - Proposal Due
June 2026 - Earliest Award
August 2026 - Anticipated Construction Start

-Please login the Brazos Valley e-Marketplace System (Ionwave) to download the RFP document for the bid schedule and further details.

-Please note, emailed proposals are not accepted. Proposals shall be loaded in the Brazos Valley e-Marketplace System (Ionwave).

-All questions/inquiries shall be entered into the Brazos Valley e-Marketplace System (Ionwave).

-For assistance with Brazos Valley e-Marketplace System (Ionwave), please email or call:

support@ionwave.net

P: 866.277.2645

Contact Information

Contact: Kim Robbins Senior Buyer
Address: 1577 Dam Site Road
Conroe, TX 77304
Phone: (936) 588-7118
Email: krobbins@sjra.net

Weisinger Incorporated Information

Address: PO Box 909
Willis, TX 77378
Phone: (936) 756-7721
Web Address: www.weisingerinc.com

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

Charlie Liesberger
Signature

cliesberger@weisingerinc.com
Email

Submitted at 5/26/2026 04:44:17 PM (CT)

Supplier Note

Base bid meets engineers estimate.

Requested Attachments

Submittal Attachments B-J

25-0016_Weisinger
Incorporated_Submittal_Attachments B-J.pdf

Please name your file: 25-0016_Your Company Name_Submittal_Attachments B-J

Conflict of Interest Questionnaire

COI_Weisinger Incorporated.pdf

Please name your file: COI_Your_Company_Name

Addendum 1 of 1

3.0 Addendums 1 & 2.pdf

Addendum 1 of 1

Bid Lines

1	Water Well No. 3 - Contractor mobilization and demobilization of service rig and all equipment, materials, and personnel to and from job site, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Item Notes: 2673	Price: <input type="text" value="\$2,720.00"/>	Total: <input type="text" value="\$2,720.00"/>
2	Water Well No. 3 - Bonds and insurance for all work associated with the base bid items, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Item Notes: Front End Docs	Price: <input type="text" value="\$9,425.00"/>	Total: <input type="text" value="\$9,425.00"/>
3	Water Well No. 3 - Carefully dis-assemble fencing on NW side of site to access temporary construction easement area and install temporary fencing around the temporary construction easement area, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Item Notes: 2673	Price: <input type="text" value="\$5,800.00"/>	Total: <input type="text" value="\$5,800.00"/>

4	<p>Water Well No. 3 - Remove existing sound wall and frame as needed to access water well. Store materials on-site in secure and clean manner, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$1,920.00"/> Total: <input type="text" value="\$1,920.00"/></p> <p>Item Notes: 2673</p>
5	<p>Water Well No. 3 - Provide sound attenuation for work during water well rehabilitation, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$800.00"/> Total: <input type="text" value="\$800.00"/></p> <p>Item Notes: 2673</p>
6	<p>Water Well No. 3 - Remove existing motor (turn over to Owner), discharge head, permanent pump bowl column pipe assembly on-site for Owner inspection, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$23,600.00"/> Total: <input type="text" value="\$23,600.00"/></p> <p>Item Notes: 2673</p>
7	<p>Water Well No. 3 - Upon written authorization from Owner, inspect existing discharge head, permanent pump bowl column pipe assembly and provide written inspection report, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$8,740.00"/> Total: <input type="text" value="\$8,740.00"/></p> <p>Item Notes: 2673</p>
8	<p>Water Well No. 3 - Bail and dispose of oil from the well prior to the first well video survey, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$680.00"/></p> <p>Item Notes: 2673</p>
9	<p>Water Well No. 3 - Perform a well video survey of entire well depth internal and provide 2 USB copies, selected video images, and a written report of each video survey, complete.</p> <p>Quantity: <u> 3 </u> UOM: <u> EA </u> Price: <input type="text" value="\$3,100.00"/> Total: <input type="text" value="\$9,300.00"/></p> <p>Item Notes: 2673</p>
10	<p>Water Well No. 3 - Wire brush the 10-inch diameter screens, 1,168 - 1,678 feet, 178 feet of screen, complete.</p> <p>Quantity: <u> 30 </u> UOM: <u> HR </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$20,400.00"/></p> <p>Item Notes: 2673</p>
11	<p>Water Well No. 3 - Furnish, install and remove steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at or near well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition than existing prior to work, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$1,560.00"/> Total: <input type="text" value="\$1,560.00"/></p> <p>Item Notes: 2673</p>
12	<p>Water Well No. 3 - Jet out and remove the fill material and sediment from the bottom of the well, complete.</p> <p>Quantity: <u> 30 </u> UOM: <u> HR </u> Price: <input type="text" value="\$865.00"/> Total: <input type="text" value="\$25,950.00"/></p> <p>Item Notes: 2673</p>
13	<p>Water Well No. 3 - Chlorine treatment of 10-inch diameter well screens by inserting and agitating chlorine into the screens, screen interval 1,168 - 1,678 feet, 178 feet of screen, and jet out and neutralize chlorinated water from the well, complete.</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$26,440.00"/> Total: <input type="text" value="\$26,440.00"/></p> <p>Item Notes: 2673</p>

1 4	Water Well No. 3 - Sound depth gravel pack outside 10-inch blank liner, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$680.00"/> Item Notes: 2673
1 5	Water Well No. 3 - Sound depth gravel pack outside 10-inch blank liner, complete. Quantity: <u> 20 </u> UOM: <u> CF </u> Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$200.00"/> Item Notes: 2673
1 6	Water Well No. 3 - Furnish vertical turbine permanent pump bowl assembly (including impellers) with new 17 4PH stainless steel pump bowl shaft, bowl coupling, and bolts with design conditions of 1,300 gpm at 695 feet of total dynamic head (TDH), with 10-inch pump suction pipe (length of 10 feet or less) and stainless steel cone strainer, complete. Pump bowl stages to be Fusion-Bonded Epoxy coated and include touch-up repairs to Fusion-Bonded Epoxy coating of all stages (inside and outside). Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$65,095.00"/> Total: <input type="text" value="\$65,095.00"/> Item Notes: 2673
1 7	Water Well No. 3 - Furnish 10-foot section of 10-inch diameter, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (1 10-FT Section) Quantity: <u> 10 </u> UOM: <u> FT </u> Price: <input type="text" value="\$276.00"/> Total: <input type="text" value="\$2,760.00"/> Item Notes: 2673 (1 each) 10-FT Section)
1 8	Water Well No. 3 - Furnish 20-foot section of 10-inch diameter, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (33 20-FT Sections) Quantity: <u> 660 </u> UOM: <u> FT </u> Price: <input type="text" value="\$215.00"/> Total: <input type="text" value="\$141,900.00"/> Item Notes: 2673 (33 each) 20-FT Sections)
1 9	Water Well No. 3 - Furnish 10-foot section of 10-inch diameter top special, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (1 10-FT Section) Quantity: <u> 10 </u> UOM: <u> FT </u> Price: <input type="text" value="\$376.00"/> Total: <input type="text" value="\$3,760.00"/> Item Notes: 2673 (1 each) 10-FT Section)
2 0	Water Well No. 3 - Furnish and install 2-3/16-inch x 3-inch tension nut and plate assembly, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$2,800.00"/> Total: <input type="text" value="\$2,800.00"/> Item Notes: 2673
2 1	Water Well No. 3 - Fusion-bonded epoxy of new 10-inch diameter pump column pipe and new 3-1/2-inch diameter oil tubing given in Item 18, complete. Quantity: <u> 340 </u> UOM: <u> FT </u> Price: <input type="text" value="\$220.00"/> Total: <input type="text" value="\$74,800.00"/> Item Notes: 2673
2 2	Water Well No. 3 - Furnish and install standard (1/2-inch x 9/16-inch), ribbon-type zinc anodes on bottom portion of 10-inch diameter pump column pipe, complete. Quantity: <u> 340 </u> UOM: <u> FT </u> Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$3,400.00"/> Item Notes: 2673

2 3	Water Well No. 3 - Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, and lubrication kit, complete. Quantity: <u>680</u> UOM: <u>FT</u> Item Notes: 2673	Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$3,400.00"/>
2 4	Water Well No. 3 - Furnish one (1) 1-1/2-inch PVC water-level measuring pipes, 680 FT in length, including enlarging existing hole to accept larger pipe, complete. Quantity: <u>680</u> UOM: <u>FT</u> Item Notes: 2673	Price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$2,720.00"/>
2 5	Water Well No. 3 - Furnish new column adapter flange / lock ring, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$3,600.00"/>	Total: <input type="text" value="\$3,600.00"/>
2 6	Water Well No. 3 - Install permanent pump bowl, column assembly, airline, water-level pipes, discharge head, electric motor and lubrication system, and make all pump and motor equipment operational, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$30,850.00"/>	Total: <input type="text" value="\$30,850.00"/>
2 7	Water Well No. 3 - Chlorinate the well pump and well, complete (Owner to perform bacteriological sampling and analysis). Quantity: <u>2</u> UOM: <u>EA</u> Item Notes: 2673	Price: <input type="text" value="\$600.00"/>	Total: <input type="text" value="\$1,200.00"/>
2 8	Water Well No. 3 - Perform well, pump and motor performance test with vibration test and written report by well testing company approved in writing by the Owner, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>
2 9	Water Well No. 3 - Well site restoration, including re-assembly of sound wall, removal of temporary sound attenuation, removal of temporary fencing, restoration of site fence, and restoration of grade and sod area, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$5,800.00"/>	Total: <input type="text" value="\$5,800.00"/>
3 0	Water Well No. 13 - Contractor mobilization and demobilization of service rig and all equipment, materials, and personnel to and from job site, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$2,720.00"/>	Total: <input type="text" value="\$2,720.00"/>
3 1	Water Well No. 13 - Bonds and insurance for all work associated with the base bid items, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: Front End Docs	Price: <input type="text" value="\$9,610.00"/>	Total: <input type="text" value="\$9,610.00"/>
3 2	Water Well No. 13 - Remove existing motor (turn over to Owner), discharge head, permanent pump bowl column pipe assembly on-site for Owner inspection, complete. Quantity: <u>1</u> UOM: <u>LS</u> Item Notes: 2673	Price: <input type="text" value="\$23,600.00"/>	Total: <input type="text" value="\$23,600.00"/>

33	Water Well No. 13 - Upon written authorization from Owner, inspect existing discharge head, permanent pump bowl column pipe assembly and provide written inspection report, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$10,300.00"/> Total: <input type="text" value="\$10,300.00"/> Item Notes: 2673
34	Water Well No. 13 - Bail and dispose of oil from the well prior to the first well video survey, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$680.00"/> Item Notes: 2673
35	Water Well No. 13 - Perform a well video survey of entire well depth internal and provide 2 USB copies, selected video images, and a written report of each video survey, complete. Quantity: <u> 3 </u> UOM: <u> EA </u> Price: <input type="text" value="\$3,100.00"/> Total: <input type="text" value="\$9,300.00"/> Item Notes: 2673
36	Water Well No. 13 - Wire brush the 14-inch diameter screens, 1,228 - 1,572 feet, 154 feet of screen, complete. Quantity: <u> 30 </u> UOM: <u> HR </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$20,400.00"/> Item Notes: 2673
37	Water Well No. 13 - Furnish, install and remove steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at or near well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition than existing prior to work, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$1,560.00"/> Total: <input type="text" value="\$1,560.00"/> Item Notes: 2673
38	Water Well No. 13 - Jet out and remove the fill material and sediment from the bottom of the well, complete. Quantity: <u> 30 </u> UOM: <u> HR </u> Price: <input type="text" value="\$865.00"/> Total: <input type="text" value="\$25,950.00"/> Item Notes: 2673
39	Water Well No. 13 - Chlorine treatment of 14-inch diameter well screens by inserting and agitating chlorine into the screens, screen interval 1,228 - 1,572 feet, 154 feet of screen, and jet out and neutralize chlorinated water from the well, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$26,440.00"/> Total: <input type="text" value="\$26,440.00"/> Item Notes: 2673
40	Water Well No. 13 - Sound depth gravel pack outside 14-inch blank liner, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$680.00"/> Total: <input type="text" value="\$680.00"/> Item Notes: 2673
41	Water Well No. 13 - Add gravel pack outside of top of the 14-inch blank liner, complete. Quantity: <u> 20 </u> UOM: <u> CF </u> Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$200.00"/> Item Notes: 2673

4 2	Water Well No. 13 - Furnish vertical turbine permanent pump bowl assembly (including impellers) with new 17 4PH stainless steel pump bowl shaft, bowl coupling, and bolts with design conditions of 1,500 gpm at 750 feet of total dynamic head (TDH), with 10-inch pump suction pipe (length of 10 feet or less) and stainless steel cone strainer, complete. Pump bowl stages to be Fusion-Bonded Epoxy coated and include touch-up repairs to Fusion-Bonded Epoxy coating of all stages (inside and outside).	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$68,795.00"/>	Total: <input type="text" value="\$68,795.00"/>
Item Notes: 2673				
4 3	Water Well No. 13 - Furnish 10-foot section of 10-inch diameter, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (37 20-FT Sections)	Quantity: <u> 740 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$215.00"/>	Total: <input type="text" value="\$159,100.00"/>
Item Notes: 2673 (37 each) 20-FT Sections)				
4 4	Water Well No. 13 - Furnish 10-foot section of 10-inch diameter, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (1 10-FT Section)	Quantity: <u> 10 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$276.00"/>	Total: <input type="text" value="\$2,760.00"/>
Item Notes: 2673 (1 each) 10-FT Section)				
4 5	Water Well No. 13 - Furnish 10-foot section of 10-inch diameter top special, 0.365-inch wall thickness, threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing (ID), bearing, couplings, rubber tube stabilizer, complete. (1 10-FT Section)	Quantity: <u> 10 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$376.00"/>	Total: <input type="text" value="\$3,760.00"/>
Item Notes: 2673 (1 each) 10-FT Section)				
4 6	Water Well No. 13 - Furnish and install 2-3/16-inch x 3-inch tension nut and plate assembly, complete.	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$2,800.00"/>	Total: <input type="text" value="\$2,800.00"/>
Item Notes: 2673				
4 7	Water Well No. 13 - Fusion-bonded epoxy of new 10-inch diameter pump column pipe and new 3-1/2-inch diameter oil tubing given in Item 44, complete.	Quantity: <u> 330 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$220.00"/>	Total: <input type="text" value="\$72,600.00"/>
Item Notes: 2673				
4 8	Water Well No. 13 - Furnish and install standard (1/2-inch x 9/16-inch), ribbon-type zinc anodes on bottom portion of 10-inch diameter pump column pipe, complete.	Quantity: <u> 330 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$3,300.00"/>
Item Notes: 2673				
4 9	Water Well No. 13 - Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, and lubrication kit, complete.	Quantity: <u> 760 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$3,800.00"/>
Item Notes: 2673				
5 0	Water Well No. 13 - Furnish two (2) 1-1/2-inch PVC water-level measuring pipes, each 760 FT in length, including drilling of new hole and/or enlarging existing hole to accept pipes, complete.	Quantity: <u> 1520 </u> UOM: <u> FT </u>	Price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$6,080.00"/>
Item Notes: 2673				

5 1	Water Well No. 13 - Furnish new column adapter flange / lock ring, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$3,600.00"/> Total: <input type="text" value="\$3,600.00"/> Item Notes: 2673
5 2	Water Well No. 13 - Install permanent pump bowl, column assembly, airline, water-level pipes, discharge head, electric motor and lubrication system, and make all pump and motor equipment operational, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$24,300.00"/> Total: <input type="text" value="\$24,300.00"/> Item Notes: 2673
5 3	Water Well No. 13 - Chlorinate the well pump and well, complete (Owner to perform bacteriological sampling and analysis). Quantity: <u> 2 </u> UOM: <u> EA </u> Price: <input type="text" value="\$2,560.00"/> Total: <input type="text" value="\$5,120.00"/> Item Notes: 2673
5 4	Water Well No. 13 - Perform well, pump and motor performance test with vibration test and written report by well testing company approved in writing by the Owner, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$1,500.00"/> Total: <input type="text" value="\$1,500.00"/> Item Notes: 2673
5 5	Water Well No. 13 - Well site restoration, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$3,000.00"/> Total: <input type="text" value="\$3,000.00"/> Item Notes: 2673
5 6	Alternate Item A-1 Water Well No. 3 - Acid treatment of 10-inch diameter well screens with 15% Hydrochloric Acid and specified additives, screen interval at 1,168 - 1,678 feet, 178 feet of screen, 1,000 gallons of HCL acid, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$40,320.00"/> Total: <input type="text" value="\$40,320.00"/> Item Notes: 2673
5 7	Alternate Item A-2 Water Well No. 3 - Airlift pumping, agitation and neutralization of chemicals following chemical treatment in Item A-1, complete. Quantity: <u> 20 </u> UOM: <u> HR </u> Price: <input type="text" value="\$865.00"/> Total: <input type="text" value="\$17,300.00"/> Item Notes: 2673
5 8	Alternate Item A-3 Water Well No. 13 - Acid treatment of 14-inch diameter well screens with 15% Hydrochloric Acid and specified additives, screen interval at 1,228 - 1,572 feet, 154 feet of screen, 1,000 gallons of HCL acid, complete. Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$40,670.00"/> Total: <input type="text" value="\$40,670.00"/> Item Notes: 2673
5 9	Alternate Item A-4 Water Well No. 13 - Airlift pumping, agitation and neutralization of chemicals following chemical treatment in Item A-3, complete. Quantity: <u> 20 </u> UOM: <u> HR </u> Price: <input type="text" value="\$865.00"/> Total: <input type="text" value="\$17,300.00"/> Item Notes: 2673

Alternate Items A-1 to A-4 not included
in contract.

Response Total: ~~\$1,088,845.00~~

\$973,255.00



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

**STANDARD FORM OF AGREEMENT
MAJOR CONSTRUCTION SERVICES
Contract # 25-0016**

**Water Well Nos. 3 and 13
Rehabilitation
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

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of June 25, 2026 and between **the San Jacinto River Authority** (hereinafter called "**OWNER**") and **Weisinger Incorporated** (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of Water Well Nos. 3 and 13 Rehabilitation

Article 2. PRINCIPAL ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE.

The Project has been designed by Aaron Schindewolf, P.E. (SJRA), who is hereinafter called "PRINCIPAL ENGINEER" and who assumes all duties and responsibilities and has the rights and authority assigned to PRINCIPAL ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER'S Representative shall be Aaron Schindewolf, P.E., (SJRA).

Article 3. CONTRACT TIMES.

The Work will be Substantially Completed within 180 **calendar days** after the date when the Contract Time Requirements commence to run as provided in Article 2.3 of the General Conditions, and CONTRACTOR shall achieve Final Completion within 30 **calendar days** of the date required for Substantial Completion.

OWNER and CONTRACTOR recognize that **time is of the essence** of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER \$200.00 for each and every day of delay in CONTRACTOR achieving Substantial Completion of the Work and readiness for final payment beyond the times specified in the above paragraph. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT AMOUNT.

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined to be due and owing pursuant to the Proposal and any subsequent Change Orders and Change Directives thereto.

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 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER as determined by the OWNER and as provided in the General Conditions and Supplemental Conditions, if any.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in Article 2.4.2.07 of the General Conditions (and on the number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of the Work in accordance with Article 14.11 of the General Conditions, OWNER shall pay the remainder of the Contract Amount as recommended by OWNER'S Representative as provided in said Article 14.11.

In accordance with Government Code 2252.032 – Retainage:

The OWNER shall not be obligated to pay any interest on the 5 percent retainage withheld pursuant to Article 14.01.5 of the General Conditions.]

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Proposal Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and PRINCIPAL ARCHITECT/ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given PRINCIPAL ARCHITECT/ENGINEER through the OWNER or OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PRINCIPAL ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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:

1. With respect to providing Services hereunder, CONTRACTOR shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
2. 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 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 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.
3. 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.
4. 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.
5. 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.
6. As required by Chapter 2274, 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 energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.

7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a 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 has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - Exhibit A: General Conditions of the Contract
 - Exhibit B: Contractor's Proposal
 - Exhibit C: Davis Bacon Wage Rates
 - Exhibit D: Project Specific Insurance Requirements
 - Exhibit E: Contractor's Certificate of Insurance
 - Exhibit F: Bond Forms
 - Payment Bond
 - Performance Bond
 - One-Year Maintenance Bond
 - Second-Year Maintenance Bond
 - Exhibit G: Addenda
 - Exhibit H: Technical Specifications and Drawings (as issued for Proposal)
(these may be provided in separate attachments)
3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Change Directives pursuant to Article 3.3 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.3 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE

LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of OWNER, (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), 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.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part thereof.

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, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, 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 OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____, (which is the effective date of the Agreement).

OWNER: San Jacinto River Authority

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR: Weisinger Incorporated

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

END OF SECTION

Item No.	Agenda Item	Date
10	Consider authorizing the General Manager to execute an Irrevocable Encroachment Agreement and a Revocable Encroachment Agreement with TNA Nubby, LLC, on a San Jacinto River Authority permanent easement in the Cape Conroe Subdivision, William Atkins Survey, A-03, Montgomery County, Texas.	06/25/2026

BACKGROUND INFORMATION

Mr. Andrew McGill requested permission for an Irrevocable Encroachment to construct a residence with fill on the San Jacinto River Authority's (SJRA's) permanent easement. The proposed Irrevocable Encroachment is in the Cape Conroe Subdivision, Section 01, Block 03, Lot 33, Montgomery County, Texas.

Additionally, Mr. McGill requested permission for a Revocable Encroachment to construct a driveway, pool with catch basin and concrete decking as improvements on SJRA's permanent easement on the forementioned lot.

The entire property is located with the inundation easement, recorded in Volume 707, Page 568 of the Montgomery County Deed Records.

The proposed requests conform with the Easement and Encroachment Policy as amended at the July 24, 2025, Board of Directors meeting. Mr. McGill has provided required documentation for the two requested encroachment agreements.

Applicant: TNA Nubby, LLC, Care of Andrew McGill

Physical Address: 10810 Nubby Bend Montgomery, Texas 77356

Location: Cape Conroe, Lot 33, Block 03, Section 01

Irrevocable Easement Encroachment:

Total Irrevocable Easement Reimbursement Amount:	\$ 600.00
Total Revocable Easement Reimbursement Amount:	\$ 300.00
Total Administrative Reimbursement Amount:	\$ <u>2,370.00</u>
Total Amount of Reimbursement:	\$ 3,270.00

** Because the applicant applied for an irrevocable easement and a revocable easement, staff time and resources included in the reimbursement amounts were applied only once for both applications.*

FUNDING SOURCE: N/A

ATTACHMENTS: Written Request by Applicant, Location Map, Survey, Site plan depicting encroachments, Easement

RECOMMENDED ACTION

Authorize the General Manager to execute an Irrevocable Encroachment Agreement and a Revocable Encroachment Agreement with TNA Nubby, LLC, to encroach upon the SJRA's permanent easement in the Cape Conroe Subdivision, William Atkins Survey, A-03, Montgomery, Texas.

TNA Nubby LLC
Care of Andrew McGill
219 Glenwood Dr Houston, TX 77007
01/21/2026

Mr. Aubrey A. Spear
General Manager
San Jacinto River Authority
PO Box 329
Conroe, Texas 77305

Re: Request Permission to Encroach
SJRA Permanent Easement
10810 Nubby Bend Montgomery, TX 77356

Dear Sir,

I recently purchased the above-mentioned lot in Cape Conroe, Lot 33, Block 3, Section 1. I hired a builder to construct a residence with fill, driveway, pool with catch basin and concrete decking. At the time of designing the pool and patio, I was not aware of the San Jacinto River Authority's (the "Authority") permanent easement. I am now aware. Enclosed with this letter is a site layout for improvements on my lot.

We had a conversation with Ms. Meagan Lee, of your office, about what options are available. Ms. Lee has provided us with a copy of the Board resolution and the policy.

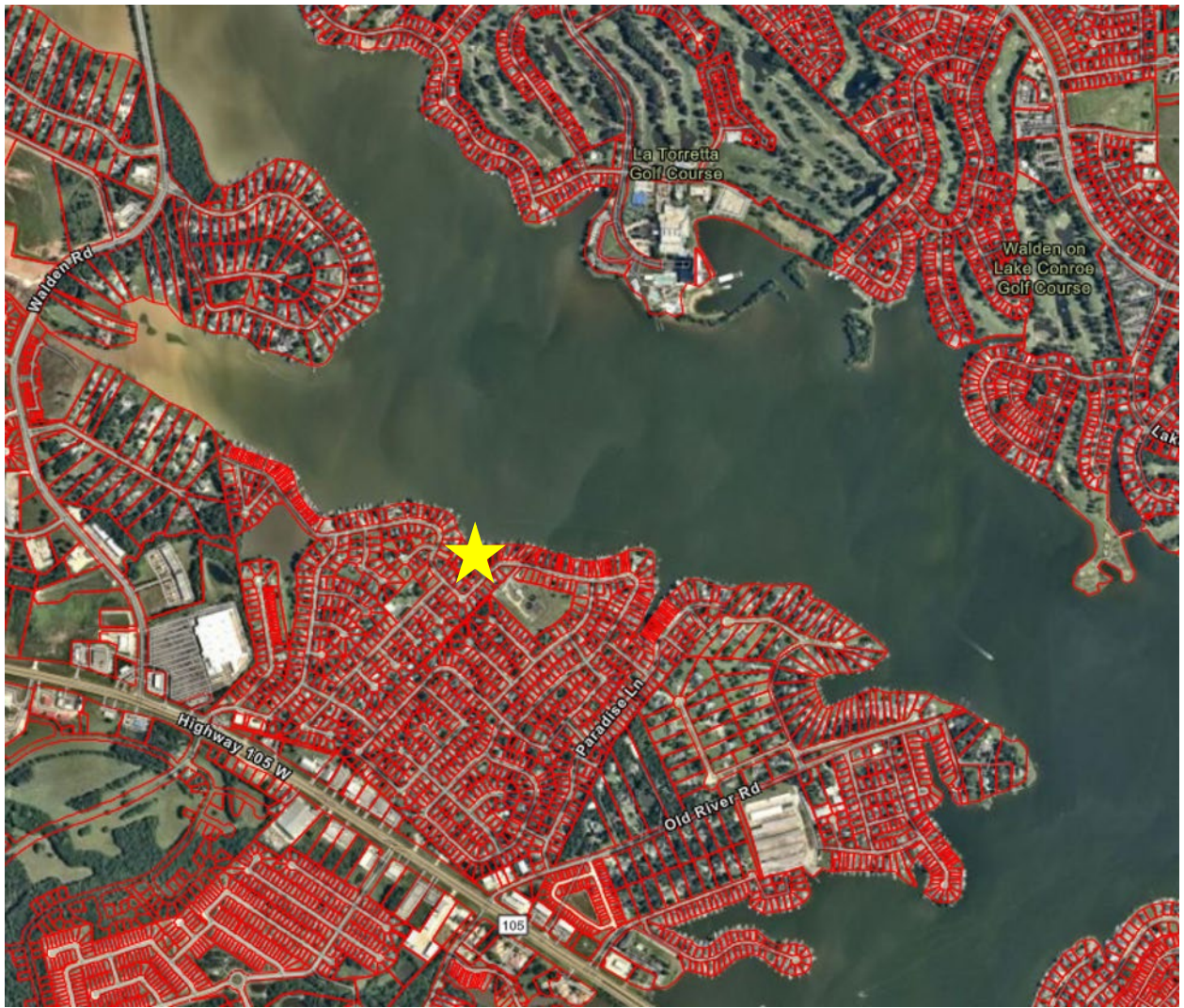
I am requesting permission for my residence with fill, driveway, pool with catch basin and concrete decking to encroach on the Authority's permanent easement. We have read the draft encroachment easement documents and can abide by them.

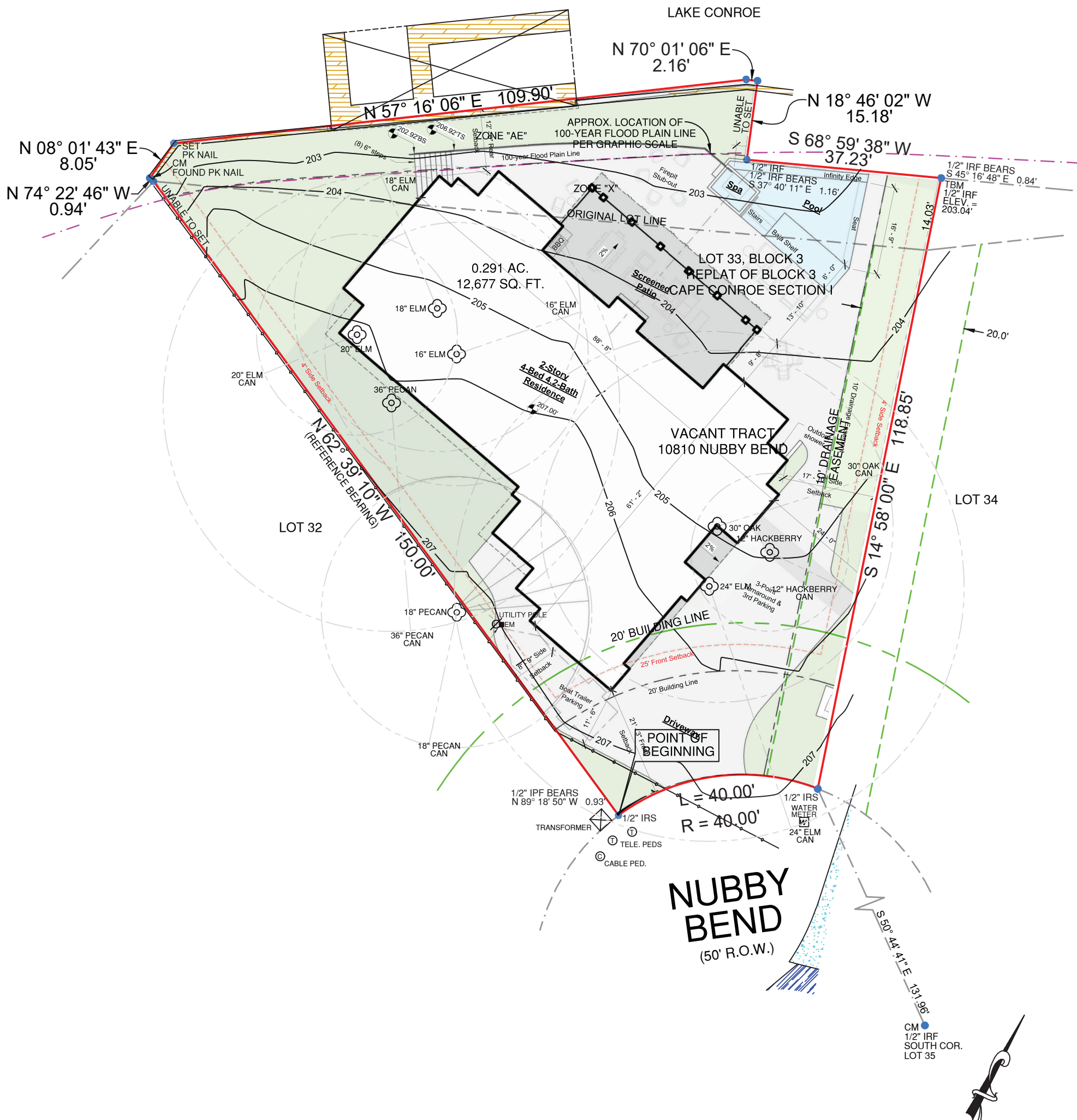
Thank you for your favorable consideration, assistance and cooperation. My contact information mcgill.andrew@gmail.com or (814) 490-2929 should you need to contact me.

Sincerely,



TNA Nubby LLC
Care of Andrew McGill

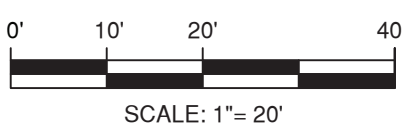




LEGEND:

—x—x—	BARBWIRE FENCE	ASPHALT =	
—o—o—	CHAINLINK FENCE	CONCRETE =	
—□—□—	WROUGHT IRON FENCE	GRAVEL =	
—//—//—	WOOD FENCE	TILE =	
—v—v—	VINYL FENCE	WOOD =	
—E—E—	ELECTRIC LINE	BRICK =	
GM =	GAS METER	STONE =	
EM =	ELECTRIC METER	(WOOD) RAILROAD TIE =	
IPF =	IRON PIPE FOUND		
IRS =	IRON ROD SET WITH "PREMIER" CAP		
IRF =	IRON ROD FOUND		
CM =	CONTROLLING MONUMENT		

NOTES:
 CAN = CANOPY/DRIP LINE.
 TBM = TEMPORARY BENCHMARK.
 CONTOUR INTERVAL EQUALS ONE FOOT.
 BEARINGS ARE BASED ON THE RECORDED PLAT.
 ELEVATIONS WERE DERIVED FROM GPS OBSERVATIONS.
 BUILDING LINES AND EASEMENTS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED.
 BASED ON THE LOCATION OF THE 207.00' CONTOUR LINE SHOWN HEREON AT THE TIME OF THIS SURVEY, THE MAJORITY OF THIS PROPERTY IS SUBJECT TO THE SPECIFICATIONS NOTED IN THAT CERTAIN INUNDATION EASEMENT AS RECORDED IN VOL. 690, PG. 484, D.R.M.C.T.



LEGAL DESCRIPTION:
 BEING ALL OF LOT 33, BLOCK 3, AND A PORTION OF RESERVE 7, OF REPLAT OF BLOCK 3, CAPE CONROE, SECTION I, AN ADDITION TO MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SHEET 67B, MAP RECORDS, MONTGOMERY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF ON PAGE 2.

TECH	MSP
FIELD	RT

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY A TITLE COMPANY. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY SHOWN HEREON THAT ONLY A PROPER TITLE SEARCH WOULD REVEAL. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

FLOOD INFORMATION:
 A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "AE, X" RATING AS SHOWN BY MAP NO. 48339C0200 G, DATED AUGUST 18, 2014.

DATE: 11/06/25 JOB NO.: 14-05303TOPOTS
 FIELD: 11/05/25 REV.: 04/10/26

10810 NUBBY BEND, MONTGOMERY, TX 77356
 LOT 33, BLOCK 3, & PORTION OF RESERVE 7,
 REPLAT OF BLOCK 3, CAPE CONROE, SECTION I



DATE: _____
 ACCEPTED BY: _____

Registered Professional Land Surveyor

PREMIER SURVEYING LLC

5700 W. Plano Parkway, Suite 2700
Plano, Texas 75093
972-612-3601
Fax: 972-964-7021

Exhibit "A"
(10810 NUBBY BEND)

BEING ALL OF LOT 33, BLOCK 3, AND A PORTION OF RESERVE 7, OF REPLAT OF BLOCK 3, CAPE CONROE, SECTION 1, AN ADDITION TO MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SHEET 67B, MAP RECORDS, MONTGOMERY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTH CORNER OF SAID LOT 33 AND THE NORTHEAST CORNER OF LOT 32, SAID BLOCK, SAID IRON ROD BEING ON THE NORTHWEST LINE OF NUBBY BEND (80 FOOT RIGHT-OF-WAY), FROM WHICH A 1/2-INCH IRON PIPE FOUND BEARS NORTH 89° 18' 50" WEST - 0.93 OF ONE FOOT;

THENCE NORTH 62° 39' 10" WEST, A DISTANCE OF 150.00 FEET ALONG THE COMMON LINE OF SAID LOTS 32 AND 33 TO THE WEST CORNER OF SAID LOT 33 AND THE NORTHWEST CORNER OF SAID LOT 32, BEING ON THE SOUTHEAST LINE OF AFORESAID RESERVE 7;

THENCE NORTH 74° 22' 46" WEST, A DISTANCE OF 0.94 OF ONE FOOT TO A FOUND PK NAIL;

THENCE NORTH 08° 01' 43" EAST, A DISTANCE OF 8.05 FEET TO A SET PK NAIL;

THENCE NORTH 57° 16' 06" EAST, A DISTANCE OF 109.90 FEET;

THENCE NORTH 70° 01' 05" EAST, A DISTANCE OF 2.17 FEET TO THE EAST LINE OF AFORESAID RESERVE 7;

THENCE SOUTH 18° 46' 02" EAST, A DISTANCE OF 15.18 FEET ALONG SAID EAST LINE TO A POINT FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 37° 40' 11" EAST - 1.16 FEET, SAID POINT BEING A RE-ENTRANT CORNER OF SAID RESERVE 7;

THENCE NORTH 68° 59' 38" EAST, A DISTANCE OF 37.23 FEET ALONG THE MOST SOUTHERLY NORTH LINE OF SAID RESERVE 7 TO A 1/2-INCH IRON ROD FOUND, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 45° 16' 48" EAST - 0.84 OF ONE FOOT;

THENCE SOUTH 14° 58' 00" EAST, DEPARTING SAID NORTH LINE, PASSING THE COMMON NORTH CORNER OF AFORESAID LOT 33 AND LOT 34, AFORESAID BLOCK, AT A DISTANCE OF 14.03 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID LOTS 33 AND 34 A TOTAL DISTANCE OF 118.85 FEET TO AN IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" ON THE COMMON SOUTH CORNER OF SAID LOTS, BEING ON THE AFORESAID NORTHWEST LINE OF NUBBY BEND, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET;

THENCE ALONG SAID NORTHWEST LINE AND SAID CURVE AN ARC DISTANCE OF 40.00 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 55° 59' 36" WEST - 38.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 12,677 SQUARE FEET OR 0.291 OF ONE ACRE OF LAND.



Survey Plat of even date attached hereto and made a part hereof.

Date: 11/05/2025

Issue Dates		
No.	Description	Date
1	HOA Submittal Set	2026-01-03
2	Approved Design Set	2026-03-24

McGill Residence

10810 Nubby Bend, Montgomery, TX 77356

Use of Architect's Drawings
 Do not scale drawings. Contractor shall verify and be responsible for all dimensions and conditions on the site and the Architect shall not be responsible for any errors or omissions or any variations from the dimensions and conditions indicated on these drawings. Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect's firm shall be the Instruments of Service for use solely with respect to this Project. The Architect and the Architect's firm shall not be responsible for the actions and omissions of the contractor, the author and owners of their respective Instruments of Service and shall retain all rights, including copyright. Visual contact with these documents constitute prima facie acceptance of these conditions.
 © 2026 Jonathan Kelly, Architect

Date	Project No.
2026-03-24	25-05
Sheet Number	
A-02	
Description	
PERSPECTIVES	
Scale	



VIEW FROM THE NORTHWEST (LAKE CONROE)



VIEW FROM THE SOUTHEAST (NUBBY BEND)



VIEW FROM THE EAST (NUBBY BEND)



VIEW FROM THE WEST (LAKE CONROE)

887.45 (called) acre tract, said point being N. 45° 39' E. a distance of 2,709.90 feet from the most westerly southwest corner of said Mrs. S. W. Bilsing tract, said point also being on contour 207.00;

Thence N. 46° 26' E. along the northwesterly boundary line of said Mrs. S. W. Bilsing tract and the southeasterly boundary line of said C. E. Stanley tract, and along the fence thereon a distance of 58.05 feet to point for corner, said point being on contour 201.00;

Thence along contour 201.11 as follows:

Thence			feet
"	S. 70° 05' E.	96.87	"
"	S. 62° 51' E.	89.37	"
"	S. 87° 48' E.	91.06	"
"	S. 60° 23' E.	84.21	"
"	S. 81° 16' E.	157.21	"
"	N. 88° 04' E.	112.96	"
"	N. 76° 35' E.	163.11	"
"	N. 64° 41' E.	108.52	"
"	N. 79° 19' E.	140.40	"
"	S. 70° 09' E.	130.58	"
"	S. 05° 49' E.	79.92	"
"	S. 07° 20' W.	217.39	"
"	S. 10° 57' E.	96.23	"
"	S. 29° 18' W.	134.95	"
"	S. 22° 43' W.	119.70	"
"	S. 15° 18' W.	62.78	"
"	S. 39° 20' W.	154.68	"
"	N. 74° 27' E.	88.76	"
"	N. 37° 17' E.	246.16	"
"	N. 39° 21' E.	166.20	"
"	N. 49° 46' E.	282.75	"
"	S. 89° 47' E.	123.67	"
"	S. 66° 28' E.	155.83	"
"	S. 77° 27' E.	166.37	"
"	N. 68° 30' E.	113.03	"
"	N. 87° 06' E.	123.86	"
"	S. 84° 14' E.	129.60	"
"	N. 89° 16' E.	274.13	"
"	S. 77° 46' E.	122.63	"
"	S. 14° 09' W.	112.10	"
"	S. 78° 39' E.	129.70	"
"	S. 52° 14' E.	104.88	"
"	S. 73° 37' E.	48.74	"
"	S. 06° 28' E.	52.36	"
"	N. 71° 29' E.	48.10	"
"	S. 56° 40' E.	340.80	"
"	S. 41° 47' E.	242.54	"
"	S. 46° 36' W.	161.89	"
"	S. 58° 41' W.	220.83	"
"	S. 40° 10' W.	65.69	"
"	S. 19° 28' W.	39.45	"
"	N. 76° 23' E.	45.01	"
"	S. 75° 18' E.	129.59	"
"	S. 69° 58' E.	132.77	"
"	S. 79° 38' E.	95.98	"
"	N. 88° 53' E.	265.23	"
"	S. 83° 21' E.	77.69	"

Thence	S. 57° 46' E.	151.46	feet
"	S. 74° 29' E.	62.47	"
"	S. 71° 18' E.	192.20	"

Thence S. 50° 55' E. continuing along contour 201.00 a distance of 5.42 feet to point for corner, said point being in the north right of way line of the Old Willis-Montgomery Road;

Thence S. 67° 42' W. along the north right of way line of said road a distance of 111.90 feet to point for corner;

Thence S. 74° 37' W. continuing along the north right of way line of said road a distance of 15.71 feet to point for corner, said point being on contour 207.00;

Thence along contour 207.00 as follows;

Thence	N. 71° 45' W.	14.46	feet
"	N. 75° 48' W.	112.35	"
"	N. 62° 28' W.	115.45	"
"	N. 57° 01' W.	96.30	"
"	S. 82° 59' W.	168.40	"
"	N. 84° 53' W.	83.65	"
"	S. 87° 24' W.	123.32	"
"	N. 74° 20' W.	106.40	"
"	N. 68° 18' W.	245.15	"
"	N. 07° 49' E.	76.88	"
"	N. 04° 36' W.	134.25	"
"	N. 54° 10' E.	115.95	"
"	N. 61° 28' E.	107.42	"
"	N. 00° 06' W.	123.75	"
"	N. 55° 01' W.	171.47	"
"	N. 52° 37' W.	132.38	"
"	N. 62° 59' W.	114.25	"
"	N. 56° 07' W.	80.90	"
"	N. 68° 27' W.	226.40	"
"	N. 84° 30' W.	72.55	"
"	N. 00° 51' E.	123.80	"
"	S. 81° 35' W.	139.94	"
"	N. 87° 20' W.	144.12	"
"	N. 62° 29' W.	85.85	"
"	S. 85° 57' W.	110.50	"
"	S. 43° 00' W.	125.20	"
"	S. 65° 52' W.	125.33	"
"	N. 42° 08' W.	172.55	"
"	N. 70° 36' W.	215.70	"
"	S. 40° 47' W.	196.80	"
"	S. 54° 45' W.	123.70	"
"	S. 49° 29' W.	111.90	"
"	S. 39° 00' W.	112.97	"
"	S. 44° 33' W.	136.60	"
"	S. 56° 55' W.	125.60	"
"	N. 70° 06' W.	62.60	"
"	N. 21° 56' E.	67.45	"
"	N. 36° 47' E.	112.95	"
"	N. 11° 35' E.	201.95	"
"	N. 17° 20' E.	128.60	"
"	N. 07° 01' E.	119.18	"
"	N. 15° 15' E.	101.88	"
"	N. 03° 01' W.	95.20	"
"	N. 60° 28' W.	99.94	"
"	S. 77° 06' W.	87.58	"

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Thence	S. 64° 14' W.	112.50	feet
"	S. 73° 39' W.	160.80	"
"	S. 86° 08' W.	115.75	"
"	N. 86° 35' W.	170.05	"
"	N. 67° 27' W.	179.70	"
"	N. 70° 15' W.	149.83	"

Thence N. 62° 18' W. continuing along contour 207.00 a distance of 76.30 feet to the place of beginning containing 12.07 acres of land, more or less.

It is understood and agreed by GRANTOR and GRANTEE that, whether specifically described above or not, this conveyance covers all land below elevation 207.00 feet, mean sea level, and all of the land on any island or islands created by the inundation, by water, of the land owned by GRANTOR in the survey or surveys above referred to, and no further claim shall be made for payment for land situated below said elevation 207.00 feet, mean sea level, contour and such islands as may be created.

The permanent easement rights herein granted are for the following uses and purposes, to-wit:

(a) The right to overflow, flood or cover such land, at any time or times hereafter, with floodwater, slack water or backwater created by the construction, maintenance and operation by GRANTEE of a dam, and the reservoir for the storage of water created by the construction of such dam with all appurtenant works, across the San Jacinto River in Montgomery County, Texas;

(b) The right to enter upon said land, at any time or times hereafter, and clear, destroy or dispose of any timber, brush, obstruction, accumulation, trash, filth or any other thing which would in any way interfere with the construction, maintenance and operation of such dam and reservoir or tend to render the same inaccessible, unsafe or unsanitary;

(c) The right to enter upon said land, at any time or times hereafter, and do whatever is reasonably necessary in the sole discretion of GRANTEE, to prevent the draining or dumping of refuse, sewage or other material into such reservoir and to carry out an effective program of pollution control; and,

(d) The right to prevent the construction of or to remove any building, structure, improvement or any other thing located or to be located on such land, the erection or construction of which has not been approved under the terms of this instrument.

It is understood and agreed by GRANTOR and GRANTEE that no building, wharf, pier or structure of any kind shall hereafter be erected, placed or constructed on the above-described land, nor any excavation made thereon or therein, by GRANTOR without the written consent of GRANTEE, and it is further agreed that this covenant shall attach to and run with the land.

TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, its successors and assigns, forever; and GRANTOR does hereby bind themselves, their heirs, executors, administrators, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the said property and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except as herein expressly prohibited, GRANTOR shall have the right to use the above-described land jointly with GRANTEE, but it is especially understood and agreed that GRANTOR assumes all risks of loss or damage to GRANTOR'S crops, structures or property thereon in any way arising or resulting from the construction, maintenance or operation of the above-mentioned dam and reservoir.

This conveyance is made to consummate a negotiated sale of the above described property and rights in lieu of condemnation proceedings and the consideration paid to GRANTOR includes and covers all damages and claims which GRANTOR might have asserted in condemnation proceedings.

EXECUTED this 6th day of April 1970

Alma M. Bilsing
ALMA M. BILSING

Dr. William A. Bilsing
DR. WILLIAM A. BILSING

THE STATE OF TEXAS }
 }
COUNTY OF MONTGOMERY }

BEFORE ME, the undersigned authority, a notary public in and for Montgomery County, Texas, on this day personally appeared ALMA M. BILSING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 6th day of April, 1970

Harold E. Barrett
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS }
 }
COUNTY OF }

BEFORE ME, the undersigned authority, a notary public in and for County, Texas, on this day personally appeared DR. WILLIAM A. BILSING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 1 day of April, 1970

FILED FOR RECORD
AT 10 O'CLOCK A. M.

APR 27 1970

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By Cover Patten Deputy

Billie J. Moss
Notary Public in and for
Harris County, Texas.
Leon