

## MASTER SERVICE AGREEMENT

This Master Service Agreement (this “Agreement”) is entered into on October 18, 2017 (the “Effective Date”) by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the “Authority”), and Yellowstone Landscape (the “Contractor”).

### RECITALS

WHEREAS, the Authority has determined it is in the Authority’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, Authority and Contractor (collectively, the “Parties”) have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

### I.

#### SERVICES

Section 1.01. Services. Contractor shall perform mowing and maintenance services described below and reflected in the attached **Exhibit A** (the “Services”) for the Authority from time to time as provided by this Agreement and Contractor shall be compensated for Services duly approved in the manner set forth herein. In addition, approval of services not reflected in **Exhibit A** shall be evidenced by a separate written proposal or service order (“Job Order”), countersigned by the Authority or its designee, which shall describe the service to be performed, duration of performance, the location, and the fees. All fees described in the Job Order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors (the “Board”) or its designee.

Section 1.02: Equipment, Tools, Labor. Contractor shall furnish the necessary labor and use its own equipment and tools necessary to perform the above-described services. Contractor shall be responsible for the maintenance of said equipment and tools and **shall hold the Authority harmless from any damage or repairs to the equipment caused by or related to the performance by Contractor of the services herein described.**

Section 1.03: Frequency of Services. Contractor shall perform the services, based on the schedule provided in **Exhibit A**, provided, however, the Authority or Authority Manager may modify the schedule based on actual conditions. Moreover, Contractor agrees to inform the Authority Manager if the frequency of maintenance services should be altered. The Parties agree that the schedule attached in **Exhibit A** is intended to be a guide and best estimation of the frequency of services to be performed during the Term of this Agreement.

Section 1.04 Standard of Care. All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the profession, practicing under similar conditions at the same time and in the same general locality.

II.  
COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested) for work performed pursuant to this Agreement or any Job Order approved by the Authority or Authority's Manager and such invoices shall be sent to the Authority's bookkeeper:

Ms. Pamela Logsdon  
AVANTA Services  
5635 NW Central Drive, Suite 104E  
Houston, Texas 77092  
Phone 713-934-9107  
[pmlogsdon@avantaserv.com](mailto:pmlogsdon@avantaserv.com)

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III.  
GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or

others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence – \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products-Completed Operations Aggregate - \$2,000,000
  - d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, MANAGERS, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.**

**THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.**

Section 3.04. Term and Termination.

This Agreement is for a two-year term and all pricing for all services shall be firm for the two-year duration of the term beginning November 1, 2017 and ending October 31, 2019. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

The Authority may request to renew the original contract, at the same terms, conditions, and with future pricing revised according to the Consumer Price Index: CPI-U Based Price Adjustment Calculations for Houston, Texas. Renewals, if any, will be in one-year increments, not to exceed three years for the entire contract. Renewals will only be requested by the Authority if the Contractor is performing as expected. Contractor will be expected to execute a new Master Service Agreement if a renewal is requested by the Authority.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control. Any terms and conditions described in any attachments, exhibits, on Job Orders that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees shall have no effect and shall not be considered part of this Agreement.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any Authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Authority and its duly authorized Managers shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military Authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure:

<https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.18. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the addresses set forth below:

Fort Bend Grand Parkway Toll Road Authority  
c/o The Muller Law Group, PLLC  
16555 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479  
Attention: Richard Muller

Authority's Manager  
Mike Stone & Associates  
P.O. Box 1307  
Richmond, Texas 77406  
Attention: Michael Stone

Section 3.19. List of Local Government Officers. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of the Authority may be obtained by contacting the Authority's records administrator at (281) 500-6050.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

  
Chairman, Board of Directors

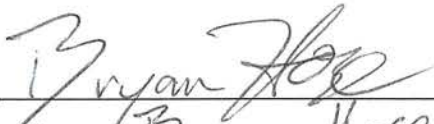
ATTEST:

  
Secretary, Board of Directors

(SEAL)



YELLOWSTONE LANDSCAPE

By:   
Print Name: Bryan Hose  
Title: Director of Maint Ops.

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

**EXHIBIT A – LANDSCAPE MAINTENANCE SPECIFICATIONS & REQUIREMENTS**



## 1. GERNERAL OVERVIEW

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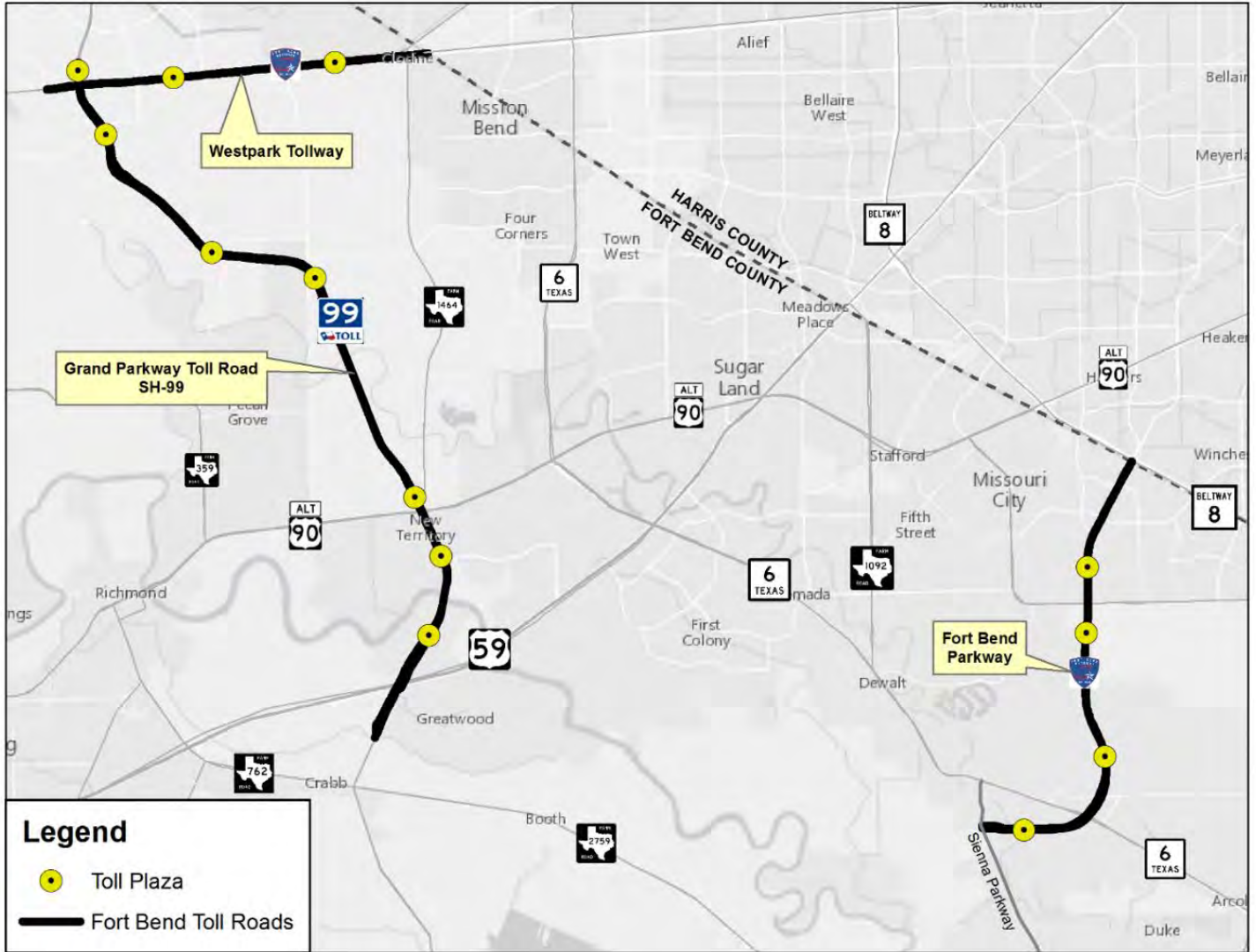
Fort Bend County Toll Road Authority (FBCTRA) operates and maintains the sections of Fort Bend Parkway and Westpark Tollway within Fort Bend County. Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates and maintains Grand Parkway/SH-99 between Rabbs Bayou south of US-59 to Fry Road north of Westpark Tollway. The scope of the Landscape Maintenance Services contract will include all of Fort Bend Parkway, Grand Parkway Toll Road and Westpark Tollway within Fort Bend County. Throughout the Landscape Maintenance Services Request for Proposal (RFP), FBCTRA and FBGPTRA will be referred to collectively as the “Authority”. The selected contractor will enter into a single service agreement with FBGPTRA for performing Landscape Maintenance Services for the Authority on all three toll roads in Fort Bend County.

The Authority currently maintains the following right-of-way. The quantity of these items may change during the term of the agreement, as facilities are added or expanded.

<b>Toll Road Name</b>	<b>Project Limits</b>	<b>Rough-cut Mowing</b>	<b>Finish-cut Mowing</b>	<b>Total Acres</b>
Fort Bend Parkway	Sam Houston Tollway/Beltway 8 to Sienna Pkwy.	176	0	176
Grand Parkway Toll Road	Rabbs Bayou (south of US-59/I-69) to Fry Rd. (north of Westpark Tollway)	199	55	254
Westpark Tollway	Ft. Bend/Harris County Line to Canal Rd.	90	0	90

## 1.2 OVERVIEW MAP

Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway within Fort Bend County



## 1.3 DETAIL MOWING MAP

A detailed mowing map that defines all project limits and landscape maintenance areas will be made available for download at: [www.civcastusa.com](http://www.civcastusa.com).

## **2. PROPOSAL AND CONTRACT REQUIREMENTS**

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Please read the entire document fully and carefully. If you are selected by the Authority as the vendor to service these contract requirements you will be expected to fulfill the specifications completely and responsibly, beginning on 10/1/2017 through 09/30/2019.

### **2.1 SOLICITATION SCHEDULE**

The following schedule reflects the Authority's intentions for this RFP:

1. Release of RFP ..... September 18, 2017
2. Pre-Bid Meeting ..... September 28, 2017
3. RFP Due Date ..... October 9, 2017
4. Contract Award ..... October 18, 2017
5. Contract Start Date ..... November 1, 2017
6. Contract End Date..... September 30, 2019

### **2.2 QUESTIONS**

Questions should be submitted via email to the following contact:

John Fletcher  
Mike Stone Associates, Inc.  
[johnfletcher@mikestoneassociates.com](mailto:johnfletcher@mikestoneassociates.com)  
Office: (832) 939-3544

### **2.3 SUBMITTAL DUE DATE**

Fill out, sign and deliver in person or mail 1 original and 1 copy of the completed proposal in a sealed envelope by 2:00 p.m. CDT on October 9, 2017 to:

Fort Bend Grand Parkway Toll Road Authority  
c/o Mike Stone Associates, Inc.  
Attn: Mr. John Fletcher  
1950 Lockwood Bypass  
Richmond, TX 77469

Late proposals will not be accepted.

### **2.4 PRE-BID MEETING**

A pre-bid meeting will be held on Thursday, September 28, 2017 at 2:00 pm at the office of Mike Stone Associates: 1950 Lockwood Bypass, Richmond, TX 77469. The pre-bid meeting is not mandatory.

## 2.5 PROPOSAL CONTENT REQUIREMENTS

Include with your proposal all required forms, completed and signed as necessary. Submit your proposal in a sealed envelope clearly indicating Company Name, RFP Title and the wording, "SEALED PROPOSAL", on the outside of the envelope. The RFP documents must be completed in full, submitted in the following order and returned by the designated date and time to be considered valid. When completing the forms, please use an ink pen and print legibly or generate the forms from a computer print-out. Make sure there are no mistakes; unit pricing will be binding if a contract is awarded.

### ❖ **Cover Sheet of RFP**

- Complete and sign the first page of the RFP and submit as the Cover Sheet to the Contractor's Proposal

### ❖ **Master Service Agreement – DRAFT**

- A draft of the Master Service Agreement has been included for reference. The selected contractor will execute a final version of the Master Service Agreement after proposals are opened.

### ❖ **Requirements & Specifications**

- The Contractor shall perform landscape maintenance services in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014, except as noted or revised in the RFP.

### ❖ **Attachment 1 - Price Form**

- Pricing provided on these forms shall be valid for the initial 2-year contract period with an expected start date of November 1, 2017 and an expected completion date of September 30, 2019. The Authority is exempt from all federal excise, state and local taxes. Texas Limited Sales Tax Exemption Certificates will be furnished upon request.
- Contractor must complete all pricing line items. All prices must be written in ink or typewritten. In case of any discrepancy between unit and extended pricing, unit pricing governs.

### ❖ **Attachment 2 - Vendor Forms**

- Complete the Fort Bend County New Vendor Form, attach a completed and signed current W-9, and submit a 1295 Form as stated.

### ❖ **Attachment 3 - References**

- Provide contact information and basic description of services for three similar customers/agencies. Focus should be placed on services performed within public right-of-way, particularly maintenance adjacent to highway facilities.

### ❖ **Addenda**

- Sign and include any addendums issued by the Authority

## 2.5 PAYMENT

The Contractor will invoice the Authority monthly, and the contractor will submit 3 separate invoices so that services performed on each road are billed separately. The monthly invoice will reference all completed and accepted Work Orders. The monthly invoice will also include quantity completed of each item on the Price Form (**Attachment 1**) and associated to a completed, approved and closed Work Order. The Contractor will be compensated monthly based on an invoice submitted and work orders completed by the Contractor and accepted by the Authority.

### **3. GENERAL REQUIREMENTS**

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The Contractor shall provide the necessary manpower and equipment to perform all work outlined within this RFP. Equipment shall include, but is not limited to tools, traffic control devices and equipment, vehicles, apparatus, signs, personal protective safety gear and equipment, communication devices, materials and supplies. The Contractor, as needed, shall be responsible for securing separate sites for employee parking, storage and stock-piling of materials and equipment and offices. Equipment being utilized for roadway work may be stored in the right-of-way overnight, but must be located a minimum of thirty feet from the edge of the roadway.

The Contractor will only be paid for work which is performed and accepted by the Authority, and authorized by the Authority through contract or directive from the Authority's Representative, Mike Stone Associates.

The Contractor shall perform all work in a manner that precludes damage or destruction of non-work zone areas and/or non-right-of-way areas.

Any authority assets identified as damaged or destroyed because of Contractor mowing shall be replaced by the Authority at the expense of the Contractor.

The Contractor is required, under the Hazardous Communication Act, to provide, with each delivery of applicable hazardous substances as defined by the act, material safety data sheets to the Authority. The Contractor shall maintain a current file of these documents that are producible at the Authority's request.

The Contractor shall be required to provide proof of insurance, certified payrolls with invoices, and upon the request of the Authority material/supply invoices verifying purchases.

#### **3.1 SILENCE OF SPECIFICATIONS**

Within this RFP, the apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of this RFP shall be made based on this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **3.2 MOBILIZATION**

Mobilization costs will not be paid for directly. The contractors' proposed unit prices shall be considered inclusive of all overhead (i.e. material, parts, tools, equipment, machinery, computers, cell phones/radios, consumables, supplies, toll charges, etc.) and profit.

### **3.3 TOLL CHARGES**

Contractor will be responsible for all applicable toll charges required to perform the maintenance activities of the Authority. Excessive toll violations by the Contractor during the maintenance contract will be counted against the Contractor's Contract Performance.

### **3.4 STAFF AND VEHICLE IDENTIFICATION**

Any staff, subcontractors, vehicles and machinery used by the Contractor for maintenance of the toll roads must have proper identification. The Contractor's staff must either wear uniforms with Contractor's company name and/or Identification (ID) tags worn by each staff and visible always. The Contractor's vehicles and machinery must also be identified with the Contractor's company name/logo easily visible and large enough to be seen within 50 feet of the vehicle.

### **3.5 HEALTH AND SAFETY MEASURES**

The Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations. The Contractor shall ensure that proper health and safety measures are performed and enforced always for the traveling public, agents and representatives of the Authority and the Contractor and Subcontractor employees. The Contractor must have and properly utilize safety equipment for all work on the toll roads.

## 4. SPECIFICATIONS

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The Contractor shall perform all landscape maintenance service in accordance with the Texas Department of Transportation's (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014, except as noted or revised below.

### 4.1 ROUGH-CUT MOWING & STRING TRIMMING

All rough-cut mowing will be performed as stated in TxDOT Standard Specifications – Item 730: Roadside Mowing. Rough-cut Mowing & String Trimming will be performed as the mowing type “Full-Width Mowing” (Item 730 – 3.2.2) and will be measured by the acre. Payment will be based on the unit price listed for Rough-Cut Mowing & String Trimming on **Attachment 1**. A complete Rough-Cut Mowing & String Trimming cycle will be performed monthly on all roads. The Plans Quantity Measurement of total acres is included on **Attachment 1** of the RFP. All loose grass clippings will be removed from pavement following each maintenance cycle.

### 4.2 FINISH-CUT MOWING & STRING TRIMMING

All finish-cut mowing will be performed as stated in TxDOT Standard Specifications – Item 745: Picnic Area Maintenance. Finish-cut Mowing & String Trimming will be performed as work method “Mowing, Edging, and Trimming” (Item 745 - 3.2.1) and will be measured by the acre. Payment will be based on the unit price listed for Finish-cut Mowing & String Trimming on **Attachment 1**. A complete Finish-cut Mowing & String Trimming will be performed 21 times per year based on the frequency chart included below. The Plans Quantity Measurement of total acres is included in **Attachment 1** of the RFP.

Finish-cut mowing & string trimming - Frequency Chart													
Grand Parkway	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Finish mowing & string trimming	1	1	2	2	2	2	2	2	2	2	2	1	21

### 4.3 HERBICIDE TREATMENT

All Herbicide Treatment will be performed as stated in TxDOT Standard Specifications – Item 731. Herbicide Treatment is an alternate item listed on **Attachment 1** and will only be performed as directed by the Authority.

#### 4.3.1 HERBICIDE TREATMENT (CYCLE)

Herbicide Treatment (Cycle) will be performed as work method “Pavement Edge, Structures, and Fixtures (Item 731 – 7.2.) and will be measured by the lump sum for a complete cycle on each roadway. Payment will be based on the unit price listed for Herbicide Treatment (Cycle) on **Attachment 1**.



**ATTACHMENT 1 – PRICE FORM**

**Fort Bend County Toll Roads - Landscape Maintenance Services**

**Price Form**

**Base Items**

Item	Location	Unit	Contact		Unit Cost	Freq.	Extended Cost
			Qty.				
Rough-cut Mowing & String Trimming	Grand Parkway	AC	199		\$ 5,970.00	12	\$ 71,640.00
Rough-cut Mowing & String Trimming	Fort Bend Parkway	AC	176		\$ 5,280.00	12	\$ 63,360.00
Rough-cut Mowing & String Trimming	Westpark Tollway	AC	90		\$ 2,700.00	12	\$ 32,400.00
Finish-cut Mowing & String Trimming	Grand Parkway	AC	55		\$ 2,585.00	21	\$ 54,285.00
<b>TOTAL BASE ITEMS:</b>							<b>\$ 221,685.00</b>

**Alternate Items**

Item	Location	Unit	Qty.	Unit Cost
Herbicide Treatment (Cycle)	Grand Parkway	LS	1	\$ 2,112.00
Herbicide Treatment (Cycle)	Fort Bend Parkway	LS	1	\$ 3,696.00
Herbicide Treatment (Cycle)	Westpark Tollway	LS	1	\$ 1,584.00
Herbicide Treatment (Spot)		MI	1	\$ 528.00
Tree Trimming and Removal (3-man crew)		Day	1	\$ 1,750.00

**Contractor Information**

Company: Yellowstone Landscape

Address: 10892 Shadow Wood

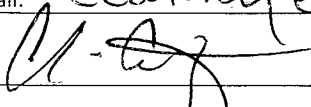
City, State, ZIP: Houston, TX 77034

Phone: 281-808-0357

Company Representative: Chris Cathey

Representative Phone: 281-808-0357

Representative Email: ccathey@yellowstonelandscape.com

Signature: 

Date: 10/9/07

# 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.**

Yellowstone Landscape  
Houston, TX United States

Certificate Number:  
2017-269680

Date Filed:  
10/09/2017

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

Fort Bend County Toll Road Authority

Date Acknowledged:  
10/19/2017

**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.**

Landscape Maintenance Services  
Landscape Maintenance Services

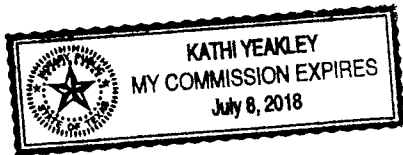
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chris Cathey, this the 9th day of October, 2017, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

KATHI YEAKLEY  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath