

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO YELLOWSTONE LANDSCAPE
GROUNDS MAINTENANCE PROPOSAL (9/30/19)
PURSUANT TO CHOICE PARTNERS COOPERATIVE CONTRACT 15/023JN-02**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, (hereinafter “County”) and Yellowstone Landscape (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Proposal for Grounds Maintenance services dated September 30, 2019, for mowing maintenance services at the Fort Bend County Sienna Annex, Appraisal Office and Operation of Emergency Management Office, pursuant to Choice Partners Purchasing Cooperative Contract No. 15/023JN-02, (hereinafter the “Agreement”) attached hereto as Exhibit “A” and incorporated by reference; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, the following changes are incorporated as if a part of the Agreement:

1. **Services.** Contractor shall provide Services as described in the attached Exhibit A.

2. **Time for Performance.** The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the Parties but without reasonable delay.

3. **Compensation.** Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services for Service provided is the amount certified as available by the County Auditor. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

4. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available a total maximum annual sum of Fifty-three Thousand Seven Hundred Eighteen and 00/100 dollars (\$53,718.00), specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-three Thousand Seven Hundred Eighteen and 00/100 dollars (\$53,718.00), annually.
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T. CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
8. **Insurance.** Prior to commencement of Service, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services

are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services.

- A. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

9. **Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
10. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
11. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
12. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
13. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

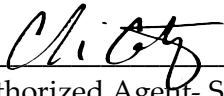
KP George
County Judge

ATTEST:

Laura Richard, County Clerk

Date

CONTRACTOR:



Authorized Agent- Signature

Chris Cathey

Authorized Agent- Printed Name

Sr. Business Dev. Mgr.

Title

10/31/2019

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A: Proposal (9/30/2019)

EXHIBIT A

YELLOWSTONE LANDSCAPE PROPOSAL
DATED 9/30/2019



Appraisal Office
Fort Bend County
 2801 B F Terry Blvd
 Rosenberg, TX

September 30, 2019

GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract
No.15/023JN-02

We hereby propose to furnish all labor, equipment and materials needed for the completion of the work described below:

DEFINITION OF WORK TO BE PERFORMED:

- Mow and Line trim Turf areas within the mentioned area of scope.
- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash from landscaped areas, parking lot, and trash receptacles.
- Trim and Weed Landscape bed areas

GROUNDS MAINTENANCE BID 2019-2020:

Yellowstone Landscape proposes the following for the mowing maintenance services for Appraisal Office Building:

<u>Weekly Areas</u> (42 visits)	Per Visit Cost:	\$ 278.00
	Annual Cost:	\$11,676.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost:	\$ 98.00
	Annual Cost:	\$ 1,176.00
<u>Total</u>	Yearly Cost	\$12,852.00
	Monthly Cost	\$ 1,071.00

Submitted by: Chris Cathey
 Date: 09/30/2019

Fort Bend County Appraisal Office Mowing Maintenance Schedule

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Weekly Areas	2	2	4	4	5	4	4	5	4	4	2	2	42
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



Operation Emergency Management Office
Fort Bend County
 307 Fort St.
 Richmond, TX 77469

September 30, 2019

GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract
No.15/023JN-02

We hereby propose to furnish all labor, equipment and materials needed for the completion of the work described below:

DEFINITION OF WORK TO BE PERFORMED:

- Mow and Line trim Turf areas within the mentioned area of scope.
- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash from landscaped areas, parking lot, and trash receptacles.
- Trim and Weed Landscape bed areas

GROUNDS MAINTENANCE BID 2019-2020:

Yellowstone Landscape proposes the following for the mowing maintenance services for OEM Office Building:

<u>Weekly Areas</u> (42 visits)	Per Visit Cost:	\$ 278.00
	Annual Cost:	\$11,676.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost:	\$ 98.00
	Annual Cost:	\$ 1,176.00
<u>Total</u>	Yearly Cost	\$12,852.00
	Monthly Cost	\$ 1,071.00

Submitted by: Chris Cathey
 Date: 09/30/2019

Fort Bend County OEM Mowing Maintenance Schedule

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Weekly Areas	2	2	4	4	5	4	4	5	4	4	2	2	42
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



December 20, 2018

Subject: Contract Renewal for 15/023JN for Tree Trimming, Landscaping, Debris Removal & Other Related Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire April 20, 2019. This contract has one (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning April 21, 2019.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by January 21, 2019 at 2:00 p.m. central time.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,

Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Yellowstone Landscape
Authorized Signature:	
Print Name:	Chris Cathey
Title:	Sr. Business Development Manager
Date:	01/23/2019
Address:	10892 Shadow Wood
City, State, Zip Code:	Houston, TX, 77043
Phone:	281-808-0357
Email Address:	ccathey@yellowstonelandscape.com

