

**SUPPLEMENTAL AGREEMENT NO. 1
TO
MASTER SERVICE AGREEMENT OF
OCTOBER 1, 2021
WITH YELLOWSTONE, INC.**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day of June, 2022, and modifies the MASTER SERVICE AGREEMENT (“Agreement”) effective October 1, 2021 (“Effective Date”) by and between Fort Bend County Toll Road Authority, a local government corporation (“Authority”), and YELLOWSTONE, INC. (“Contractor”).

The Agreement is hereby modified as follows:

1. Section 1.01. Services is replaced with the following:

Contractor shall perform mowing and maintenance services reflected in the attached **Exhibits A & A2** (“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 **Exhibits A & A2** shall be evidenced by a separate written proposal or service order (“Job Order”), countersigned by the Authority or its designee, which shall describe the services 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 Additional Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors (“Board”) or its designee.

2. Section 1.04. Frequency of Services is replaced with the following:

Contractor shall perform the Services based on the schedule provided in **Exhibits A & A2**, 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 Services should be altered. The Parties agree that the schedule attached in **Exhibits A & A2** is intended to be a guide and best estimation of the frequency of Services to be performed during the term of this Agreement. Contractor acknowledges that the frequency of the services to be performed is estimated and the Authority can make no representations as to the actual number of times that Contractor will be requested to perform such services.

3. The first sentence of Section 2.01. Payment for Services is replaced with the following:

In consideration for the Services, the Authority will pay the Contractor as described in **Exhibits B & B2** of this Agreement.

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Supplemental Agreement No. 1
To Agreement of October 1, 2021

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: Bobbie Tallas
Print Name: Bobbie Tallas
Title: Vice Chairman

YELLOWSTONE INC.

By: [Signature]
Print Name: Donald R. Campbell
Title: Branch Manager

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 A2

Scope of Services & Schedule

(see attached)

1. GENERAL OVERVIEW – BASIN AND CHANNEL MAINTENANCE

1.1 GENERAL OVERVIEW

Fort Bend County Toll Road Authority (FBCTRA) operates and maintains five (5) ponds and channels on Harrison Interests Property off Westpark Toll Road. The scope of the Landscape Maintenance Services contract will include all mowing/string cutting of the slopes and basins, trash pickup, and concrete swale cleaning.

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

Name	Slope (Acres)	Basin (Acres)	Total (Acres)
Channel A	0.12	1.78	1.90
Basin/Channel B	3.70	4.04	7.75
Channel C	3.63	0.72	4.35
Channel D	3.01	0.36	3.37
Basin/Channel E	0.99	0.56	1.55
Totals	11.45	7.46	18.91

1.2 OVERVIEW MAP

Harrison Ranch – Channel A, Basin/Channel B, Channel C, Channel D, Basin/Channel E (left to right, bottom to top).



2. SPECIFICATIONS

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.

2.1 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 service prices listed on **Exhibit B2**. All Basin and Channel Maintenance work outlined in this exhibit will be issued, tracked, approved, closed, and paid based on work orders that are administered by the Owner. The Owner will issue, track, approve and close all work orders.

For drainage channels where practical, try to match the drainage structure to the natural grade of the drainage channel, and then profile the roadway over the structure. This practice may reduce siltation in the structure and erosion at the outfall.

2.2 LITTER REMOVAL

All litter removal will be performed as stated in TxDOT Standard Specifications – Item 734: Litter Removal. Work shall be performed as stated in Work Methods (Item 734 – 4) and will be measured by acre. Spot litter are work requests and are made on a call out basis. The contractor will begin removing litter within 3 hours of notification, minimum of 3 acres. Litter removal shall take place every time prior to mowing as stated in Item 730 in TxDOT Standard Specifications.

2.3 CONCRETE SWALES

All concrete swales will have any dirt, silt, or vegetation removed from its surface in accordance with TxDOT Standard Specifications – Item 760: Cleaning and Reshaping Ditches. Work shall be performed as stated in Work Methods (Item 760 – 2) and measurement shall be by the foot, measured along the centerline of the ditch. This shall be performed quarterly.

2.4 TRAFFIC CONTROL

Barricades, signs and traffic handling will be performed as stated in TxDOT Standard Specifications- Item 502. Traffic control is considered as an incidental expense to all line items on the price form and will not be paid as a separate item. Any work performed by the Contractor within the right-of-way may be subject to implementation of traffic control measures at the discretion of the Authority.

EXHIBIT B2

Compensation

(see attached)

DETENTION POND AND CHANNEL MAINTENANCE PRICING

Name	Price Per Service
Channel A	\$504.00
Basin/Channel B	\$900.00
Channel C	\$1,300.00
Channel D	\$900.00
Basin/Channel E	\$450.00