

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
MASTER SERVICE AGREEMENT OF  
OCTOBER 1, 2021  
WITH YELLOWSTONE, INC.**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 13<sup>th</sup> day of July, 2023, 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 3.04 is modified to allow three one-year increments, not to exceed five years for the entire contract.
2. In accordance with Section 3.04 of the Agreement, as amended hereby, the Authority hereby exercises the first of three options to renew the Agreement for one year from September 30, 2023, extending the time for the Contractors performance of the Services under this Agreement to September 30, 2024.
3. In accordance with Section 3.04 of the Agreement, the Authority and Contractor approve a revised Pricing Sheet shown on the attached Exhibits B, which replaces the prior Exhibits B & B2.

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. 2  
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 GRAND PARKWAY TOLL ROAD  
AUTHORITY, a local government Texas corporation

By: James D. Rice

Name: James D. Rice

Title: Chairman

YELLOWSTONE, INC.

By: Arnold Cortez

Print Name: Arnold Cortez

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 B**

**Compensation**

(see attached)

**FORT BEND COUNTY TOLL ROADS – LANDSCAPE MAINTENANCE SERVICES  
PRICE FORM**

Name	Location	Unit	Contract Qty	Unit Cost
Rough-cut Mowing & String Trimming	Grand Parkway	AC	244	\$6,383.41
Rough-cut Mowing & String Trimming	Fort Bend Parkway	AC	195	\$5,101.49
Rough-cut Mowing & String Trimming	Westpark Tollway	AC	125.5	\$3,283.27
Finish-cut Mowing & String Trimming	Grand Parkway	AC	63	\$3,131.20
Finish-cut Mowing & String Trimming	Westpark Tollway	AC	6.5	\$323.06
<b>Total</b>				<b>\$18,222.43</b>

**HARRISON RANCH (FM1093) DETENTION POND AND CHANNEL  
MAINTENANCE PRICING**

Name	Price Per Service
Channel A	\$539.28
Basin/Channel B	\$963.00
Channel C	\$1,391.00
Channel D	\$963.00
Basin/Channel E	\$481.50

## CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No.2 ("Supplemental Agreement") to Agreement of October 1, 2021, for MASTER SERVICE AGREEMENT by and between Fort Bend County Toll Road Authority, a local government corporation ("Authority"), and YELLOWSTONE, INC. ("Contractor") dated effective as of the date shown below (as supplemented, the "Agreement"). In connection with the foregoing Agreement, Contractor hereby certifies and agrees that it

- (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code,
- (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code;
- (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code;
- (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code;
- (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in 2274.001(3), Texas Government Code; and
- (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) 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, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.


IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE SUPPLEMENTAL AGREEMENT:

YELLOWSTONE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Arnold Cortez  
Branch Manager