



## 2. Compensation and Payment

The Maximum Compensation for the performance of Services is hereby increased to an amount not to exceed:

\$750,000	under the Agreement	
\$750,000	under this Amendment	
	TOTAL:	1 Million Five Hundred Thousand Dollars (\$1,500,000)

In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

*{EXECUTION PAGE FOLLOWS}*

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IN WITNESS WHEREOF, this Agreement 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 Agreement and the exhibit(s) hereto. The effective date of this Agreement is the date of the last signature hereto.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

YELLOWSTONE LANDSCAPE

  
\_\_\_\_\_  
Authorized Agent - Signature

Chris Cathey

\_\_\_\_\_  
Authorized Agent – Printed Name

Sr. Business Dev. Mgr.

\_\_\_\_\_  
Title

10/02/2023

\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Amendment.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

i:\agreements\2023 agreements\purchasing\purchasing\yellowstone landscape (23-purch-100152)\23-purch-100152-a1\amendment to agreement for row mowing services (23-purch-100152-a1).docx bo

# **EXHIBIT A**

# Ft. Bend County ROW Mowing Choice Partners COOP #20/030MR

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## **MOWING OF COUNTY RIGHT-OF-WAYS:**

Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along county right-of-ways as required by the County Road Commissioner.

Fort Bend County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). However, Fort Bend County reserves the right to deduct \$154.00 per traffic device from Contractors invoice.

Contractor is responsible for mowing and weed eating right-of-ways from right-of-way to right-of-way line.

Proper equipment must be used for the designed use.

Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.

15' mowers are to be used on wide areas and slight sloped ditches.

5' or 6' mowers are to be used to trim and other areas as directed by the Fort Bend County Road Commissioner.

Weed eaters are to be used around culverts, signs, and mailboxes.

Work must commence and cease in accordance with Road and Bridge hours of operation, unless otherwise authorized by the Fort Bend County Road Commissioner.

The unit of measurement for mowing shall be per acre and shall consist of one complete mowing of the required area.

Contractor shall submit invoices for the actual mowing accomplished to the Fort Bend County Road Commissioner's Office. Mowing will be paid for at the unit bid price, per acre and shall be full compensation for furnishing all labor, materials, supervision, equipment and supplies required to complete all items of work specified herein.

The mowing period shall begin on or about October 1<sup>st</sup> and continue through September 30<sup>th</sup>. The successful contractor shall be notified three (3) days in advance of proposed cycle mowing date. The contractor may be asked to split crews and have a crew on the North Zone and South Zone at the same time. The contractor shall complete all mowing within the specified work time unless raining, acts of God, or notification by the Fort Bend County Road Commissioner has prevented this from being accomplished. The contractor shall notify the Fort Bend County Road Commissioner for an inspection of the finished mowing site and receive signed approval for acceptance of completed work.

The Fort Bend County Road Commissioner will direct mowing locations, time frame and acreage.

Estimated Acreage:

Fort Bend County estimates that approximately 3000 acres of County right-of-ways will require mowing during the term of this contract.

Minimum Equipment Required:

Vendors are required to provide the following, at a minimum, of the equipment utilized when performing mowing services for Fort Bend County as specified herein. Failure to do so is grounds of cancellation:

Tractors with Slope Mowers – 1 each  
15' Mowers – 4 each  
5' or 6' Mowers – 1 each  
Weed Eaters – 3 each

#### **FINISH CUT MOWING OF COUNTY RIGHT-OF-WAYS:**

Estimated  
Acreage:180

Fort Bend County estimates that approximately 180 acres of County right-of-ways will require finish cut mowing during the term of this contract.

Equipment:

Rotary mowers will normally be required to mow right-of-ways. Mowers shall have adjustable cutting heights (maximum of 4" and minimum of 2-1/2"). All mowers shall be equipped with safety chains to prevent damage to property and persons by debris expelled from under the mower. Mowers shall be equipped with chains of sufficient length and spacing around the mower to prevent debris from exiting from beneath the mower deck.

All mowers shall be kept in good operating condition and shall be maintained at all times to provide clean, sharp cuts.

#### Execution Of Work:

Prior to commencing services, Fort Bend County shall arrange a conference between the Road and Bridge Department and the contractor. In this meeting, the contractor will outline contractor's proposed mowing procedures and submit contractor's plans for performing the work with safety for the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

Mowing times will be determined by Fort Bend County. Mowing cycle from November through March is typically one (1) time per month. Mowing cycle from April through October is typically two (2) times per month.

The contractor shall mobilize within a 48 hour notice from Fort Bend County Road and Bridge and shall complete each mowing cycle within seven (7) working days unless prevented by weather conditions. Any weather related time extensions requested by the contractor and granted by the County should be in writing. The contractor shall notify the County representative to request inspection of each finished mowing site and receive approval by the County for acceptance of completed work.

If the contractor fails to complete the work within each seven (7) day mowing cycle time, or extension time granted in writing by the County, then the contractor shall pay to the County, as liquidated damages, the sum of one hundred (\$100) dollars for each working day that the contract is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the County may withhold from the contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed strands of vegetation or areas not uniformly cut will be re-cut at no additional expense subject to final approval by the County.

The required mowing areas are located through-out Fort Bend County and shall include right-of-way curbed line to fence line, right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.

Ruts, holes and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to original condition. If contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the County representative before commencing work.

The contractor shall not park unattended equipment within thirty (30) feet of ravel lanes or streets.

Fort Bend County reserves the right to add and/or delete roads and streets.

Prior to roads and streets being added, Fort Bend County will evaluate with the Contractor.

#### Edging:

All sidewalks, curb lines, medians, and other surfaces in the Fort Bend County right-of-way, which turf grass, or weeds can grow, will be edged with an edger (not a weed eater) on the same day of mowing.

#### Line Trimming:

All railing, posts, fence lines, retaining walls, structures and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing.

#### Debris Thrown on the Roadway:

The contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately. Grass clippings are to be blown clear of roadways.

#### Litter:

The contractor shall provide litter and all debris pick-ups prior to each mowing cycle on every acre of the mowing area. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. Contractor will be required to cooperate with others to avoid mowing of litter as directed by the County.

#### Wildflowers:

The contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the County.

#### Inspections and Acceptance of Work:

Fort Bend County reserves the right to inspect the work under contract at any time for final acceptance.

#### Contractor Supervision:

The contractor shall provide, at contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

#### Compliance with Codes:

Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

#### Storage:

Fort Bend County does not assume responsibility for any materials, tools and equipment stored on or about the premises. The contractor upon completion of the work shall clear each area of all items.

#### Protection:

The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

#### Daily Cleanup:

The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.

#### Responsibility For Property:

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will reimburse the

private or public entity in the event of any loss of or damage to said property. Fort Bend County shall not be responsible for loss or damage to contractor's property from any cause.

Assignment:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.