

MASTER SERVICE AGREEMENT

This Master Service Agreement (this “Agreement”) is entered into effective as of January 24, 2024 (the “Effective Date”) by and between Fort Bend County Toll Road Authority, a local government corporation (the “Authority”), and Greenmark Environmental (the “Contractor”).

RECITALS

WHEREAS, the Authority operates a toll road system in Fort Bend County, Texas (the “County”), that includes (i) the Fort Bend Parkway, which extends from Beltway 8 at the Harris County-Fort Bend County line south to Sienna Ranch Road, (ii) the Westpark Tollway, which extends from its connection to the Harris County Westpark Tollway at the Harris County-Fort Bend County line westward to just east of the intersection of FM 359 and FM 1463 (such toll road system is referred to herein as the “TRA System”). The TRA System may include such other project or projects, or interests therein, within which the Fort Bend Parkway and Westpark Tollway may be pooled pursuant to applicable law;

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, “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.

The Contractor shall render and perform landscape and irrigation installation services (the “Installation Services”) and annual landscape maintenance services (the “Maintenance Services” and collectively with the Installation Services, the “Services”) to the Authority as described in the Scope of Services in **Exhibit A**. The location for the Services shall be the locations shown in the map included in **Exhibit A**. Further, the Maintenance Services provided pursuant to this Agreement shall adhere to the Authority’s landscape bed maintenance specifications provided in **Exhibit B**.

Contractor shall be compensated for Services duly approved in the manner set forth herein.

In addition, approval of services not reflected in Exhibit A ("Additional Services") 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") of the Authority or its designee.

Section 1.02. Approval of Certain Job Orders. Notwithstanding the foregoing section, the Board delegates authority to approve a Job Order to Mike Stone Associates, Inc., to the extent the work or services contemplated under the Job Order is under \$50,000. Any Job Orders approved by Mike Stone Associates, Inc., will be submitted to the Authority for review.

Section 1.03. Equipment, Tools, Labor. Contractor shall furnish the necessary labor and use its own equipment and tools necessary to perform the Services. Contractor shall be responsible for the maintenance of such 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.

Section 1.04. Frequency of Services. Contractor shall perform the Maintenance Services based on the schedule provided in Exhibit C, 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 C is intended to be a guide and best estimation of the frequency of Maintenance Services to be performed during the term of this Agreement. Contractor acknowledges that the frequency of the Maintenance 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.

Section 1.05. Written Report and Attendance at Monthly Authority Meetings. For every month that work is performed, Contractor shall prepare a written report to the Board, which shall include: (1) the services performed for that month; (2) before and after color pictures of the area where work was performed; and (3) any approvals or requests needed for Authority authorization or action. Contractor will submit written reports to the Authority Manager for presentation at monthly Authority Board meetings.

Section 1.06. 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.

Section 1.07. Time for Completion. The Contractor hereby agrees to begin work within 10 calendar days after given written Notice to Proceed. Contractor hereby also agrees to complete

all Installation Services as shown in Exhibit A within 90 calendar days after the date of the written Notice to Proceed.

II.

COMPENSATION

Section 2.01. Payment for Services. In consideration for the Services, the Authority will pay the Contractor as described in Exhibit D of this Agreement. Contractor shall submit invoices as provided in this Section 2.01. For the Installation Services, Contractor shall submit an invoice (together with any back-up documentation requested by the Authority) within 15 calendar days after Contractor's completion of the Installation Services. For the Maintenance Services, Contractor shall submit monthly invoices to the Authority in a format acceptable to the Authority (together with any back-up documentation requested by the Authority, including but not limited to copies of all completed and accepted/closed Job Orders) no later than 15 calendar days after month's end.

Such invoices shall be sent to the Authority's bookkeeper and the Authority's manager, as follows:

Authority's Bookkeeper

Phillip Smith

Mike Stone & Associates

1950 Lockwood Bypass

Richmond, Texas 77469

Phone: (832) 924-8757

Email: PhillipSmith@MikeStoneAssociates.com

Invoices to be paid by the Authority, must be submitted to Mike Stone Associates, Inc., on or before the 1st Wednesday of each month for consideration on the 3rd Monday of each month.

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 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.

- A. Insurance Certificates. Before commencing any services or work hereunder, Contractor agrees to furnish certificates of insurance to the Authority evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- B. Required Insurance and Limits of Liability. Throughout the term of this Agreement, Contractor agrees to obtain and maintain in force and effect insurance of the following types and amounts from insurance companies authorized to engage in the business of insurance in the State of Texas and rated by Best's A-, VII or better:
 - a. Workers' Compensation Insurance affording statutory benefits in accordance with all requirements of the applicable worker's compensation laws and covering Contractor's employees and workers as to whom an employer may obtain worker's compensation insurance. Statutory workers' compensation insurance is required; no alternative forms of insurance are permitted.
 - b. Employer's Liability Insurance with limits of not less than \$1,000,000 per accident or for disease.
 - c. Commercial General Liability Insurance, including completed operations and contractual coverage, with limits of not less than:
 - i. Each Occurrence - \$1,000,000
 - ii. General Aggregate - \$2,000,000
 - iii. Products-Completed Operations Aggregate - \$2,000,000
 - iv. Personal & Advertising Injury- \$1,000,000

- d. Business Automobile Liability Insurance with limits of not less than \$1,000,000 (combined single limit) each accident covering owned, hired or leased, and non-owned autos.
- e. Excess or Umbrella Liability Insurance, applying excess of b., c., and d., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.

The foregoing required insurance is the minimum insurance required by this Agreement and Contractor may, in its sole discretion, procure additional insurance or higher limits of liability.

- C. Authority to be Named an Additional Insured. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by c., d., and e., above, shall be endorsed to provide that the Authority and the Authority's directors, officers, representatives, and agents are added as additional insureds for liability they may have arising out of or related to Contractor's Services or work under this Agreement.
- D. All such policies shall be endorsed to provide that such additional insured coverage is on a primary basis, and not in excess of other insurance coverage available to the Authority, and that Contractor's insurers will not seek contribution or recovery from the Authority or other insurance as may be available to the Authority.
- E. Insurance Required of Contractor's Subcontractors. Contractor shall require any subcontractors providing services or work under this Agreement to obtain the same insurance and limits of liability as required by a., b., c., d., and e. above. Contractor shall also require any such subcontractor to cause its insurers to waive subrogation in favor of the Authority to the same extent as required by the following provision.
- F. Waiver of Subrogation in Favor of Authority. The parties intend that none of Contractor's insurers shall subrogate against the Authority. Accordingly, Contractor agrees to cause its insurers, including insurers underwriting the policies required above, to waive subrogation against Authority. For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Authority. The foregoing release is effective even if Contractor fails to obtain the required insurance.
- G. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage thereunder materially changed, without at least seven (7) days prior written notice to the Authority.

- H. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate or knowingly permit to be violated any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the services or work under this Agreement, with a copy to the Authority.
- I. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not the Authority, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above. The maximum deductible or self-insured retention amount for any insurance provided under this Agreement is \$500,000. If the policy provides for deductibles, the policy documents shall provide that the insurer will be responsible for collection of the deductible from the insured in connection with any claim.
- J. Non-waiver - No Limitation of Authority's Rights. Contractor unilaterally undertakes the obligation to comply with the foregoing provisions of this Section 3.03. The Authority may, in its sole discretion, comment on Contractor's insurance or furnished certificates of insurance but the Authority has no obligation to do so. Accordingly, the Authority's knowledge or belief concerning deficiencies, or possible deficiencies, in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to the Authority, shall not affect the Authority's rights and shall not result in a waiver or otherwise limit or impair the remedies available to the Authority for Contractor's failure to comply with the requirements of this Section. Nothing contained in this Section shall restrict, limit, impair or waive the Authority's rights or Contractor's responsibilities to the Authority under the other terms of this Agreement or otherwise under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude the Authority from recovery against Contractor for any liability arising under this Agreement or otherwise.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES 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 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 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 SERVICES, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED ENTIRELY OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.

Section 3.04. Term and Termination.

This Agreement is for a one-year term and all pricing for all Services shall be firm for the one-year duration of the term, beginning January 24, 2024 and ending January 31, 2025. The Contractor is required to perform Installation Services upon receipt of a "notice to proceed" from the Authority and the Maintenance Services uniformly and consistently throughout the Agreement term. The Authority may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor. Contractor will 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 Agreement, at the same terms and 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. 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, or 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. Contractor agrees that 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 entities having jurisdiction over Contractor's services.

Section 3.07. Contracting Information. To the extent this Agreement represents a contract for goods or services within the meaning of Section 552.371 of the Texas Government Code, as

amended, Contractor represents and warrants that it will (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority through the term of this Agreement, (ii) promptly provide to the Authority any contracting information related to this Agreement that is in the Contractor's custody or possession on request of the Authority, and (iii) upon completion of the term of this Agreement, either (a) provide at no cost to the Authority all contracting information related to this Agreement that is in the Contractors' custody or possession or (b) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority. The term "contracting information "as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code, as amended.

Section 3.08. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.09. Inspection. The Authority and its duly authorized representatives 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 charges 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 3.10. 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 services, and excludes acts of vandalism, theft, damage from vehicles and traffic, and damage due to extreme weather events (ie: named storms). Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.11. 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 3.12. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.13. 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 agency (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 3.14. 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 3.15. 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. Any suit arising out of this agreement must be brought in Fort Bend County.

Section 3.16. State Law Contracting Requirements. 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/resources/FAQs/FAQ_Form1295.php

Further, Contractor verifies 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 such term is defined in Section 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 Section 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.

Section 3.17. 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 3.18. 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 3.19. 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 3.20. 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 address set forth below:

Fort Bend County Toll Road Authority
c/o Greenberg Traurig LLP
1000 Louisiana, Suite 6700
Houston, Texas, 77002
Attn: James A. Hernandez

Greenmark Environmental
3904 Avenue H
Rosenberg, Texas, 77471
Attention: _____

Section 3.21. 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 COUNTY TOLL ROAD AUTHORITY, a Texas local
government corporation

By: James D. Rice

Name: James D. Rice

Title: Chairman

GREENMARK ENVIRONMENTAL

By: Angela L. Cooley

Name: Angela L. Cooley

Title: Vice President

SCHEDULES AND EXHIBITS

Exhibit A – Scope of Services, including:

Description of Installation Services
Description of Maintenance Services
Location Map

Exhibit B – Landscape Maintenance Bed Specifications

Exhibit C – Maintenance Schedule

Exhibit D – Pricing

Exhibit A

Scope of Services Installation Services

The following is a description of the landscape and irrigation installation services to be provided by GreenMark Environmental. See Exhibit C for the landscape bed maintenance specifications and Exhibit D for pricing information.

Landscape and irrigation installation per plans provided for areas along Ft. Bend Toll Road.

Tree Planting along Ft. Bend Toll at Chasewood Drive	QTY
Live Oak - 30 gal.	25
Loblolly Pine - 30 gal.	25
Savannah Holly - 30 gal.	25
Pride of Houston Yaupon Holly - 30 gal.	25
Wax Myrtle - 30 gal.	24
Cherry Laurel - 30 gal.	25
American Beautyberry - 5 gal.	26
Enriched Bedding Soil - Cubic Yard	15
Hardwood Mulch - Cubic Yard	20
Staking Material	50
Labor	

Irrigation install for tree planting along Ft. Bend Toll at Chasewood Drive.

1.5" Water Meter
1.5" PVB and Components
1.5" Valves and Boxes
Battery Operated Controller
Bubbler w/ 1/2" Riser
1.5" Schedule 40 Mainline
Lateral Lines
Fittings, Glue, Primer
Wire and Connectors
Equipment
Labor

Landscape installation at Ft. Bend Toll Rd. and Trammel Fresno.

Tuscarora Crape Myrtle - 30 gal.	40
Adagio Grass - 3 gal.	88
Knock Out Rose - 3 gal.	92
Red Yucca - 3 gal.	96
Bend A Board Edging - Linear Foot	880
Enriched Bedding Soil - Cubic Yard	215
Hardwood Mulch - Cubic Yard	98
Labor	

Irrigation installation for proposed beds at Ft. Bend Toll Rd. and Trammel Fresno.

1.5" Water Meter
 1.5" PVB and Components
 1.5" Drip Control Kits and Boxes
 Battery Operated Controller
 Drip Line
 1.5" Schedule 40 Mainline (Approximate)
 Lateral Lines (Approximate)
 Fittings, Glue, Primer
 Wire and Connectors
 Equipment
 Labor

Tree planting along Ft. Bend Toll Rd. between Trammel Fresno and Highway 6.

Bald Cypress - 65 gal.	32
Enriched Bedding Soil - Cubic Yard	3
Hardwood Mulch - Cubic Yard	3
Staking Material	32
Labor	

Irrigation installation for tree planting along Ft. Bend Toll Rd. between Trammel Fresno and Highway 6.

1.5" Valves and Boxes
 Battery Operated Controller
 Bubbler w/ 1/2" Riser
 1.5" Schedule 40 Mainline (Approximate)
 Lateral Lines (Approximate)
 Fittings, Glue, Primer
 Wire and Connectors
 Equipment
 Labor

Landscape installation below Ft. Bend Toll Rd. at Highway 6.

Adagio Grass - 3 gal.	35
Dwarf Yaupon Holly - 3 gal.	117
Drift Rose - 3 gal.	95
Red Yucca - 3 gal.	78
Dwarf Palmetto - 3 gal.	94
Asian Jasmine - 1 gal.	4,600
Black Star Gravel - Cubic Yard	120
Bend A Borad Edging - Linear Foot	960
Weed Barrier & Staples - Square Foot	7,100
Enriched Bedding Soil - Cubic Yard	225
Hardwood Mulch - Cubic Yard	105
Labor	

Irrigation installation for proposed beds below Ft. Bend Toll Rd. at Highway 6.

1.5" Water Meter
Road Boring
1.5" PVB and Components
1.5" Drip Control Kits and Boxes
Battery Operated Controller
Drip Line
1.5" Schedule 40 Mainline (Approximate)
Lateral Lines (Approximate)
Fittings, Glue, Primer
Wire and Connectors
Equipment
Labor

Landscape installation along Ft. Bend Toll Rd. west of Highway 6.

Tuscarora Crape Myrtle - 30 gal.	24
Adagio Grass - 3 gal.	48
Knock Out Rose - 3 gal.	48
Red Yucca - 3 gal.	48
Bend A Board Edging - Linear Foot	480
Enriched Bedding Soil - Cubic Yard	82
Hardwood Mulch - Cubic Yard	40
Labor	

Irrigation installation for proposed beds along Ft. Bend Toll Rd. west of Highway 6.

Road Boring
1.5" Drip Control Kits and Boxes
Battery Operated Controller
Drip Line
1.5" Schedule 40 Mainline (Approximate)
Lateral Lines (Approximate)
Fittings, Glue, Primer
Wire and Connectors
Equipment
Labor

Tree planting along Ft. Bend Toll Rd. west of Highway 6.

Tuscarora Crape Myrtle - 30 gal.	18
Enriched Bedding Soil - Cubic Yard	1
Hardwood Mulch - Cubic Yard	1
Labor	

Irrigation for tree planting along Ft. Bend Toll Rd. west of Highway 6.

1.5" Valves and Boxes

Battery Operated Controller

Bubbler w/ 1/2" Riser

1.5" Schedule 40 Mainline (Approximate)

Lateral Lines (Approximate)

Fittings, Glue, Primer

Equipment

Labor

Note: See Exhibit D for Pricing

Exhibit A
Scope of Services

Maintenance Services

The following is a description of the annual maintenance services to be provided by GreenMark Environmental. See Exhibit C for the landscape maintenance specifications and Exhibit D for pricing information.

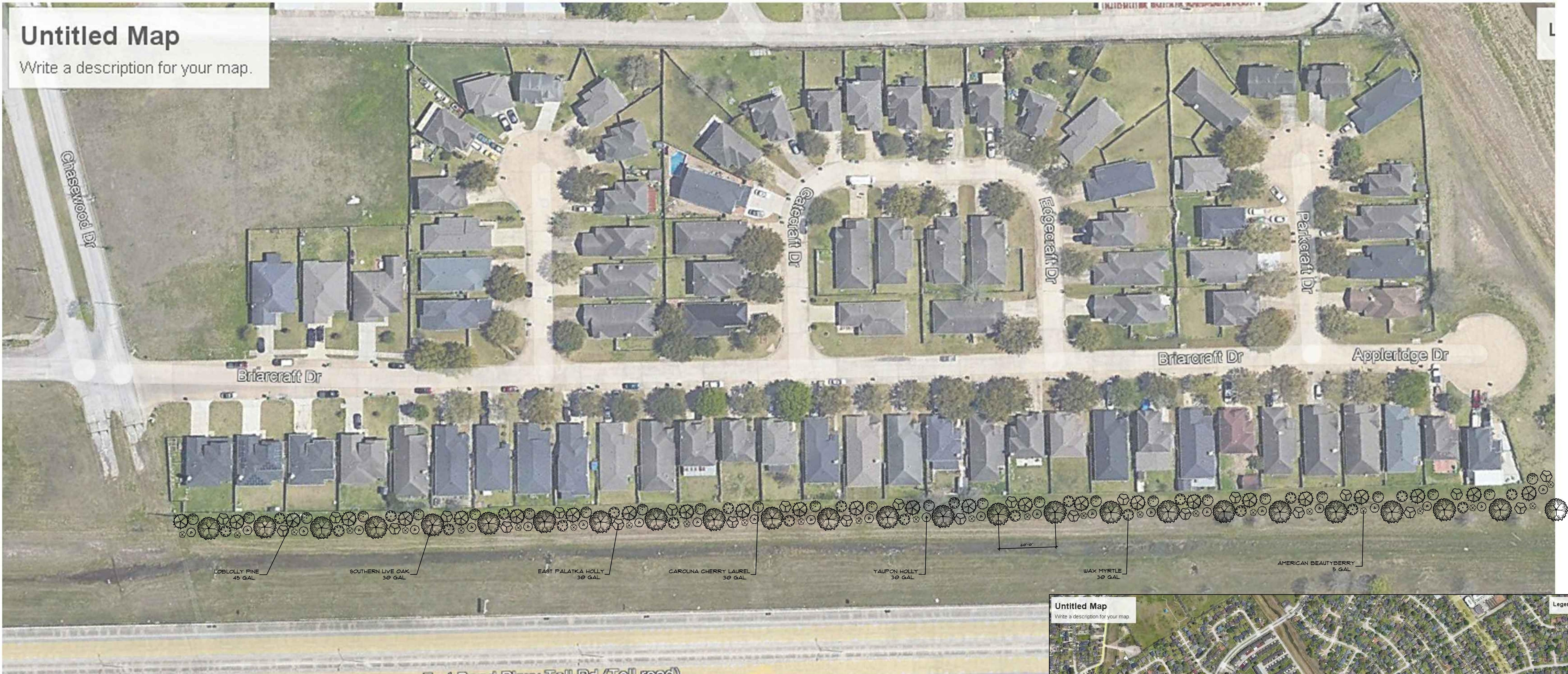
1 year maintenance plan for newly installed landscape areas along Fort Bend Toll Road.

Fertilization of shrubs and trees	2
General Maintenance, Weeding, Pruning, Herbicide, Insecticide	4
Mulch Application	1
Irrigation Inspection and Seasonal Adjustment	2

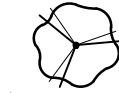






Exhibit A

Scope of Services

Location Map



PLANT SCHEDULE

TREES	QTY	COMMON NAME	SIZE
	25	East Palatka Holly	30 gal.
	25	Loblolly Pine	45 gal.
	25	Southern Live Oak	30 gal.
SHRUBS	QTY	COMMON NAME	SIZE
	26	American Beautyberry	5 gal.
	25	Yaupon Holly	30 gal.
	24	Wax Myrtle	30 gal.
	25	Carolina Cherry Laurel	30 gal.

FT. BEND TOLL ROAD @ CHASEWOOD DR.

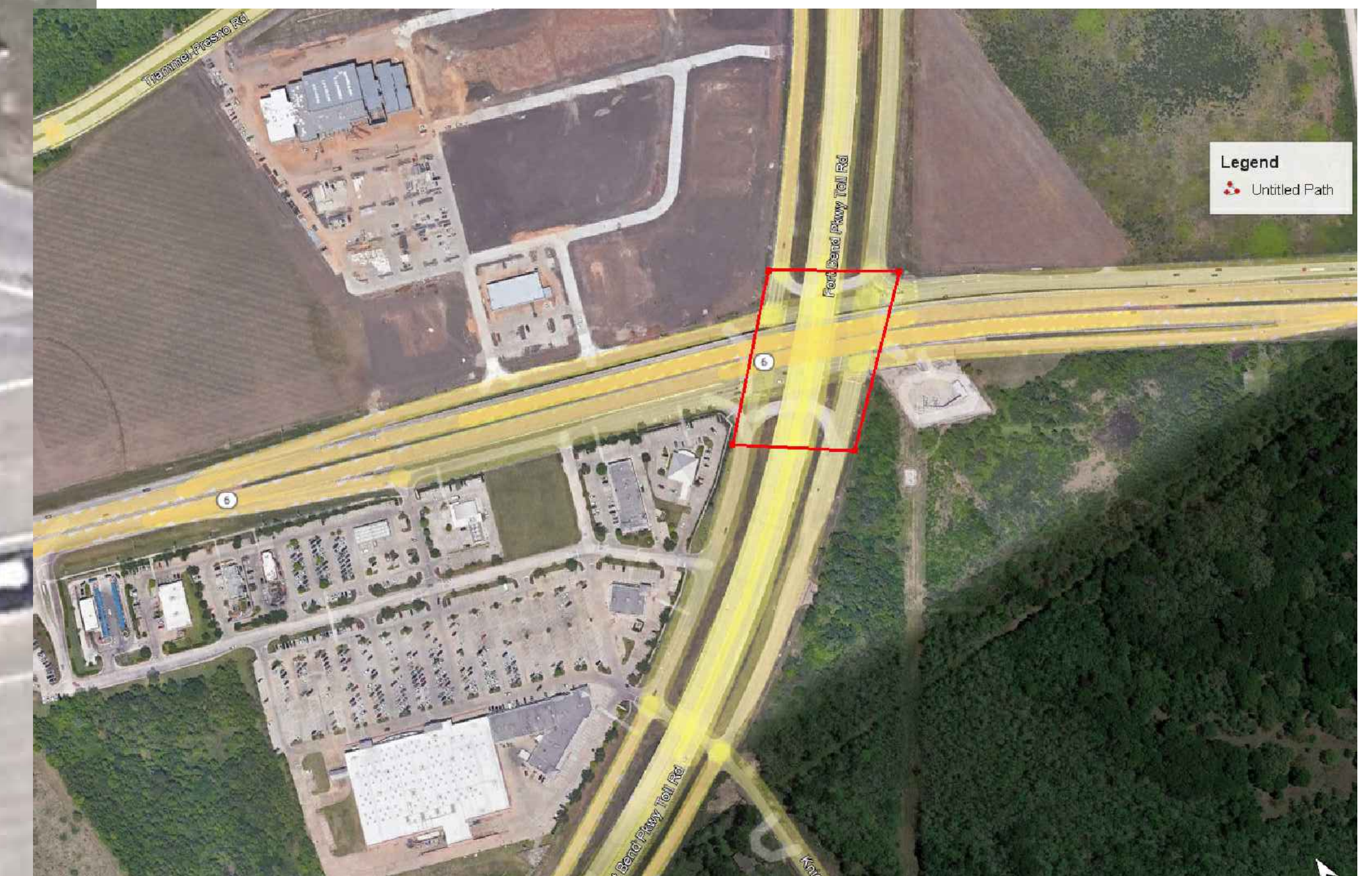
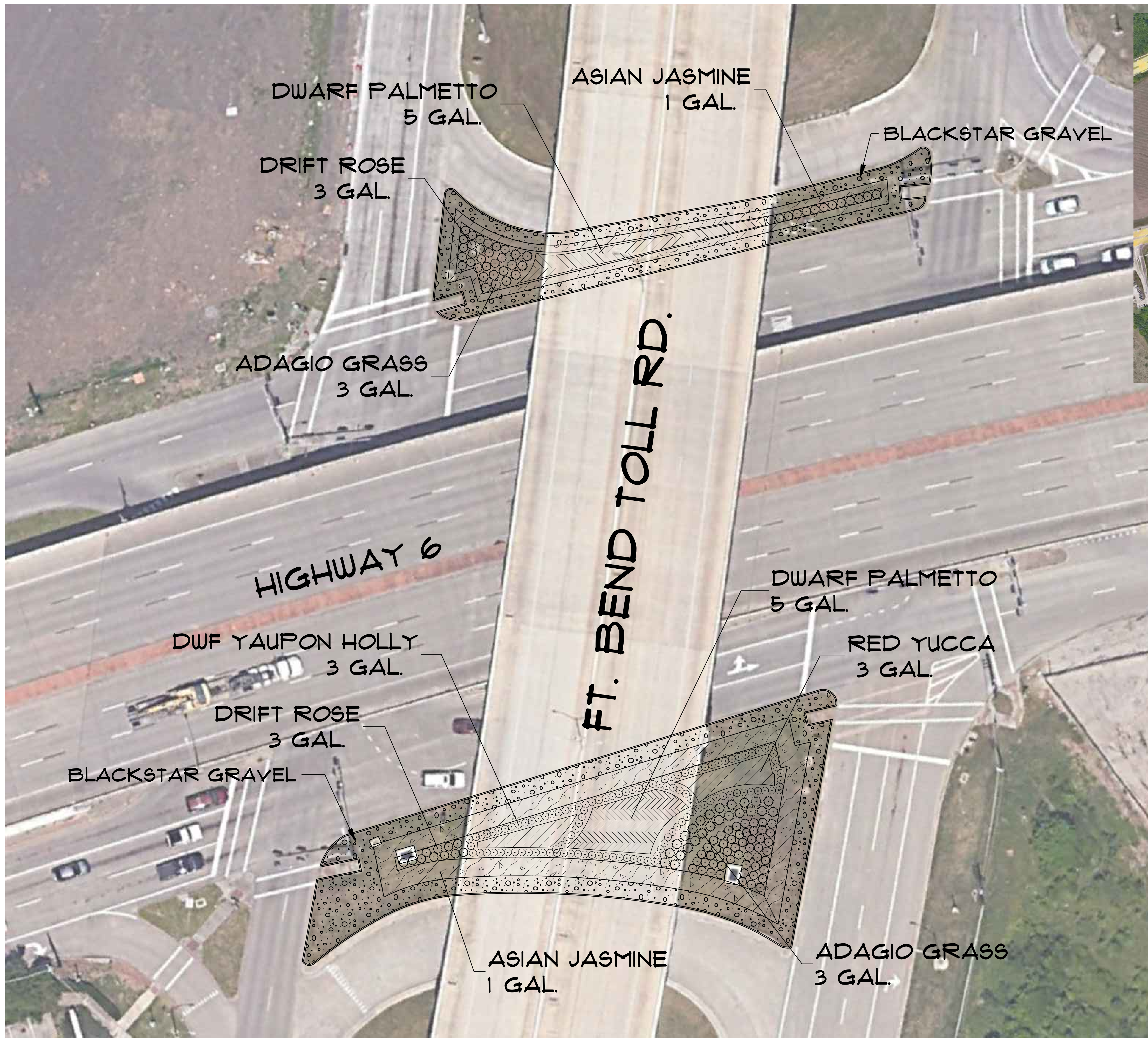




PLANT SCHEDULE

SYMBOL	QTY	COMMON NAME	SIZE
TREES			
	40	Tuscarora Crape Myrtle	30 gal.
SHRUBS			
	96	Red Yucca	3 gal.
	88	Adagio Grass	3 gal.
	92	Knock Out® Shrub Rose	3 gal.

LANDSCAPE PLAN FT. BEND TOLL @ TRAMMEL FRESNO




LANDSCAPE PLAN:
FT. BEND TOLLWAY @ HIGHWAY 6

Untitled Map
Write a description for your map.

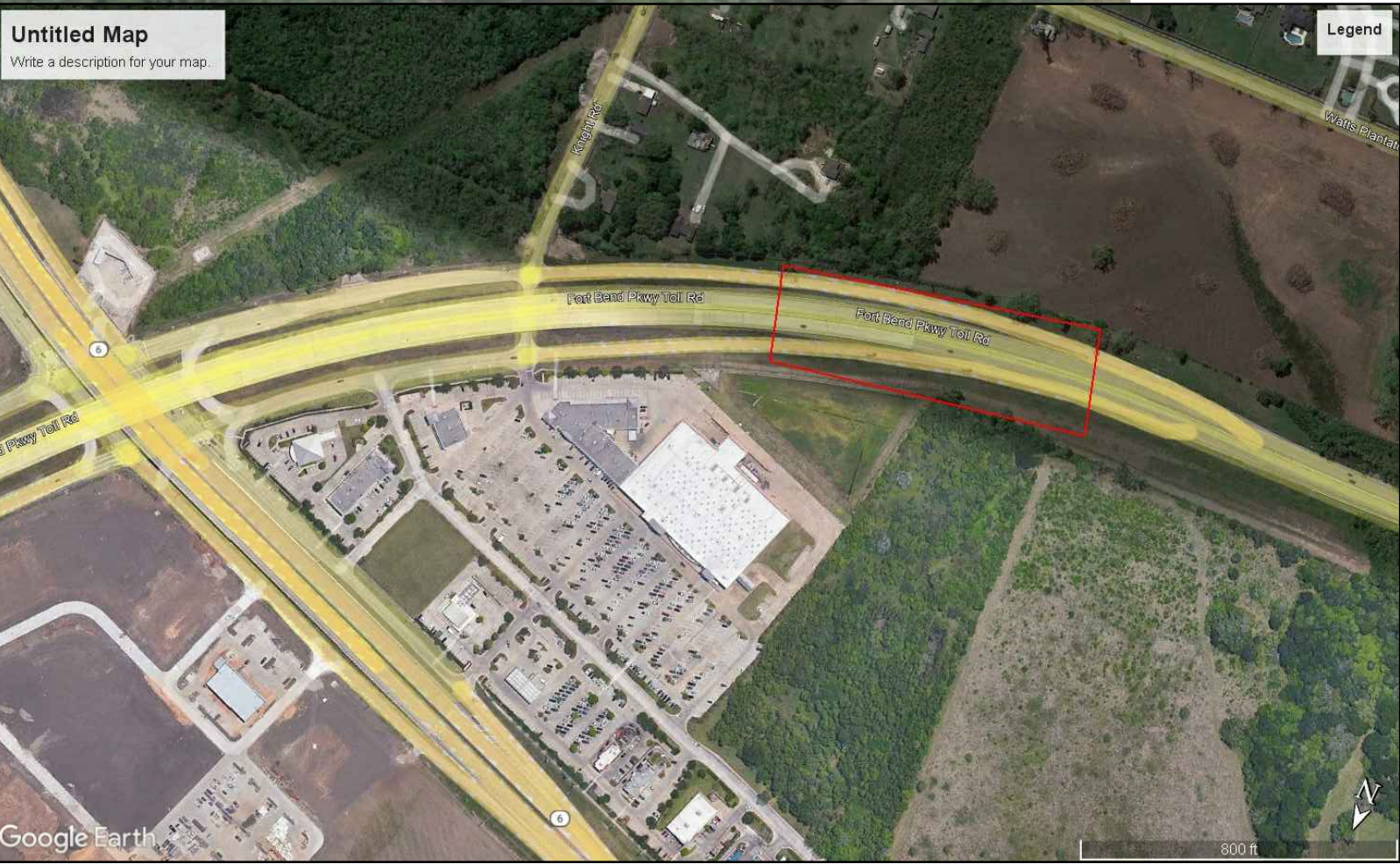
Legend

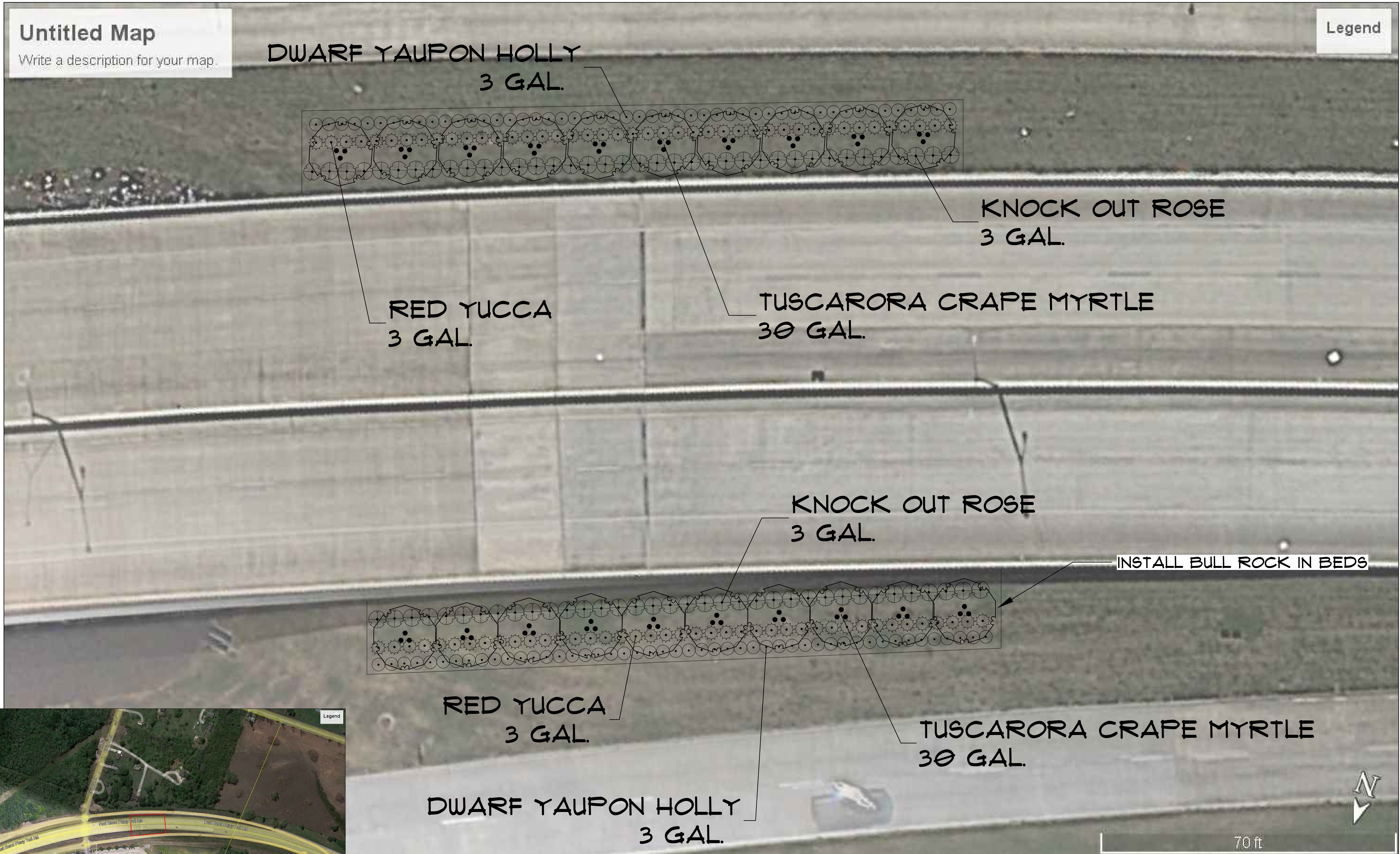


PLANT SCHEDULE

TREES	QTY	COMMON NAME	SIZE
	18	Tuscarora Crape Myrtle	30 gal.

FT. BEND TOLL ROAD SOUTH OF HIGHWAY 6





FT. BEND TOLL ROAD SOUTH OF HWY 6

Exhibit B
Fort Bend County Toll Road Authority
Landscape Bed Maintenance Specifications

FORT BEND COUNTY TOLL ROAD AUTHORITY
LANDSCAPE BED MAINTENANCE SPECIFICATIONS

January 2024

SERVICES

- A. Furnish all labor, materials, and equipment as necessary to provide a landscape maintenance program in strict accordance with these specifications.
- B. The work is described in detail in various sections, but is summarized to include all materials, supervision, labor, equipment, transportation, and services required and incidental to the following:
 - 1. Coordination with Fort Bend County Toll Road Authority representative(s) as needed.
 - 2. Weeding, cultivating, cleaning, and mulching of planting beds.
 - 3. Pruning and trimming of trees, shrubs, and groundcovers.
 - 4. Flower bed fertilization.
 - 5. Organic and synthetic chemical application of herbicides and insecticides on flower beds, ornamental trees, shrubs, groundcovers.
 - 6. Trash and debris removal.
 - 7. Irrigation system indexing.
 - 8. Spot treatment of fire ant mounds.
- C. Extra services – All services not covered under this contract shall be considered “Extra Services” and will be charged separately according to the nature of the item of work. Written authorization must be obtained prior to the performance of any Extra Services. Extra Services shall include but are not limited to:
 - 1. Repair and maintenance of irrigation system.
 - 2. Modifications to irrigation system.
 - 3. Plant removals and replacements caused by reasons beyond the contractor’s control and scope of work.
 - 4. Repair of damage to site caused by others.
 - 5. Tree removal and installation.
 - 6. Grading, filling, and dirt work, unless deficiency was due to contractor neglect or poor work practices.
- D. Performance
 - 1. Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities. This includes all safety measures and procedures.
 - 2. Contractor shall perform all work required as necessary to fulfill the intent of the Contract. All work shall be performed in a professional manner, noise to be kept to a minimum and work staged from a location on the site as to not interfere with the users. Generally, work shall be performed between 7:00 am and 7:00 pm.
 - 3. Vehicles shall be marked in a manner that associates them as a vendor for the Authority. No personal workmen vehicles shall be parked within the Authority’s right of way. Contractor vehicles and trailers shall only be parked in a manner that does not interfere with traffic mobility or where damage to the Authority’s or other assets and infrastructure may occur (i.e., rutting of turf, broken sidewalk panels, etc.).
 - 4. Workmen shall be uniformed, neat in appearance, fully clothed and perform their work in a professional manner. Personnel shall be trained and competent. Workmen shall not at any time consume or be under the influence of alcoholic beverages or drugs while on Fort Bend County Toll Road Authority property. Workmen shall not leave cigarette butts or debris on site. Personal Protective Equipment (PPE) will be required for all workman while conducting services on site. This includes but is not limited to head protection, safety vests, ear protection

(when operating or around machinery) eye protection, high-cut footwear, gloves, etc. and other equipment deemed necessary to provide personal protection.

E. Compliance

1. Contractor shall have a licensed irrigator as certified by the Texas Commission on Environmental Quality (TCEQ).
2. Contractor shall have a licensed commercial pesticide applicator as certified by the Texas Department of Agriculture or by the Structural Pest Control Board on site during the application of chemicals and materials requiring compliance with licensing. The contractor shall comply with all applicable local, state, and federal requirements regarding materials, methods of work and disposal of excess and waste materials.

F. Critical Issue Response

1. Contractor shall respond to critical calls regarding conditions in the common areas requiring immediate attention such as significant broken water lines, and emergency preparedness for damage prevention in the event of severe weather forecasts, such as possible hurricanes or subfreezing temperatures. Contractor shall be available to respond when required, mobilize workmen to site within an immediate, but reasonable time period.
2. The Authority will not assume any responsibility for security of any materials or equipment belonging to contract on Fort Bend County Toll Road Authority property.

G. Schedule and Frequency

1. Contractor shall perform scope of services items per the attached frequency schedule – EXHIBIT C.

LANDSCAPE MAINTENANCE

GENERAL - EQUIPMENT

1. Machinery requirements listed under this section are not intended to be restrictions of specific manufacturers or models unless so stated.
 - a. Fertilizer spreaders shall be handheld, manually pushed, or tractor operated to accommodate the area to be fertilized.
 - b. Liquid sprayers shall be manually held or pushed, or tractor operated and shall have the capacity to accommodate the area to be sprayed.
 - c. Pruning tools shall be maintained in good working order, cutting edges shall be sharp.
 - d. Line trimmers will be used around utility boxes and poles, lights, manholes, fire hydrants, fences, and other appurtenances which are within the property being maintained. Extreme caution will be exercised by the contractor when using line trimmers next to trees or shrubs where the bark may be damaged or next to signs, fences and appurtenances that may be damaged because of use of line trimmers.
2. The contractor assumes all liability for injuries resulting from the use of machinery. This includes, but is not limited to, line trimmers, blowers, edgers, mowers, etc.

GENERAL – CHEMICALS

1. Pest, disease and weed control materials listed under this section, are suggested for use. Contractor may utilize equal alternates with approval by the Authority. Any chemical application must be approved by the Authority and supervised by a State of Texas commercially certified applicator and performed in strict conformance with Federal, State and Local laws and regulations and in accordance with manufacturer's instruction and specifications. Absolutely do not use fertilizer, amendments, or chemicals in violation of the label.

2. Contractor shall routinely examine plant material to determine signs of harmful insect presence or damage from harmful plant fungi in the flower beds, small trees, shrubs, and groundcover areas. Upon locating such evidence, the contractor shall report the matter to the Authority Representative and take immediate remedial measures.
3. Contact herbicides may be used to prevent growth in paved areas or areas where vegetative growth is not preferred.
4. Contractor shall submit to the Authority Representative a 'services performed report' monthly with application for payment. The report shall include name of the chemical applicator and State of Texas license number, the detailed use of all fertilizers, soil amendments, sprays, insecticides, fungicides and herbicides. Appropriate labels, caps and proof of purchase for all chemicals and fertilizers shall be submitted with this report. Information detailing all applications shall include date of application, location, name of products or chemicals used, quantity used, name of pest or disease and type of plant treated.
5. The materials associated with any chemical application that is not inclusive to the contract and administered on an as needed basis shall be billed at no more than cost of the material or product applied, plus 15%.
6. Insecticides for control of insects on trees and plants shall be as organic as possible. The following methods are suggested:
 - a. Soft Bodied Insects - Neem Oil, Orange Oil, BT, Soybean Oil, and/or Rotenone/Pyrethrin.
 - b. Scale – treat when present with horticultural oil or a combination of Orange Oil + Rotenone/Pyrethrin. Follow the temperature restrictions for use of oil.
 - c. Aphids – treat with Neem Oil when present.
 - d. Borers – treat as for soft bodied insects. Notify Authority if significant infestation is observed.
 - e. Cankerworms – treat as for soft-bodied insects.
 - f. Bagworms – manually break web and remove from trees. Treat as for soft-bodied insects.
 - g. Webworms – manually break web and remove from trees. Treat with BT as for soft-bodied insects.
 - h. Tent Caterpillars – manually break web and remove from trees. Treat as for soft-bodied insects.
 - i. Cucumber Beetles – treat when present between April and September with Neem Oil.
 - j. Pine Beetle – treat as per soft-bodied insects.
 - k. Tip Moths – treat with Neem Oil as needed

PLANTING BEDS, SHRUBS, GROUNDCOVER, AND TREES

1. Planting Beds and Groundcovers:
 - a. Re-mulch landscape beds annually prior to fertilization. Cultivate soil, re-mulch, and fertilize. Use treated, decomposed, shredded native mulch, dark in color to a depth of 3 inches that can be cultivated into topsoil during regular bed maintenance. Do not pile mulch on tree trunks.
 - b. Prune shrubs to create a uniformly dense plant with handheld or gas-powered trimmers. Prune to enhance natural branching effect of plants.
 - c. Complete weeding, trimming, edging, and weed removal of all planting beds and groundcover areas per to promote growth and maintain neat, orderly appearance. Hand-remove weeds from groundcover if necessary. Re-establish bed edges to keep grasses from growing into planting bed areas and mulch areas.
 - d. Shear groundcover in early spring prior to the growing season. Shear again lightly in fall to maintain low, dense growth. Additional trimming will be required to maintain an even look. Groundcover beds bordering on paved surfaces must be edged as needed to retain a neat edge. Trim at low angle to curb or hard surface. Do not trim vertically to expose stems.

- e. Trim trees to an estimated height of 8 feet.
2. Herbicides for weed control in Planting Beds, Groundcover and Ornamental Grasses:
 - a. Post-emergent – Contractor shall remove weeds by digging, hand cultivating. Remove weed debris. The use of chemical herbicides for post-emergent weed control is permitted in mulched bed areas. Contractor is to use extreme caution when applying chemical herbicides. Anti-drip nozzles are to be used to prevent damage to surrounding plants. It is the contractor's responsibility to use proper practices associated with wind drift management. The contractor will be responsible for any chemical herbicide related damage to desirable landscapes.
 - b. Pre-emergent – Apply a pre-emergent weed control as needed during scheduled maintenance visits.
3. Fertilizer Requirements:
 - a. Apply fertilizer two (2) times per year (EXHIBIT C). Apply appropriate quantities and nutrient blend for areas being treated.

IRRIGATION SYSTEM

1. The contractor shall monitor and program irrigation controllers to produce optimum moisture levels in all planted areas.
 - a. Irrigation cycles shall be set to operate primarily dusk to dawn unless otherwise instructed by the Authority's Representative; the exception is during site visits to test equipment. The Authority acknowledges that occasionally some irrigation zones may operate outside these parameters to complete the required watering cycles. However, the contractor shall avoid operating irrigation zones in peak use areas such as school zones outside of these parameters. Adjust system start times in cool weather to help prevent fungal problems.
 - b. Rain sensors shall be functioning at all times and should be tested when system inspection is performed.
 - c. Operation of irrigation system shall be monitored and inspected as identified in EXHIBIT C to ensure proper system coverage and operation. The setting of heads at the proper height, straightening heads, and the cleaning or adjusting of nozzles shall be performed during inspections. The Authority shall be notified of any serious problems immediately. Contractor shall tour the property regularly to identify dry areas and stressed vegetation. It is the responsibility of the contractor to identify areas where the irrigation system is broken, may not be operating properly, etc., and to notify the Authority's Representative before any permanent damage to the landscape occurs.
 - d. Adjust sprinklers to avoid over spray, poor coverage, and/or damage to windows and buildings. Make minor repairs and alternations to the irrigation system and water lines as they are discovered. Irrigation repairs such as nozzle adjustment, head height adjustments, straightening of heads, cleaning of weeds around heads or breaks caused by the contractor shall be the contractor's responsibility and is incidental to the contract.
2. Contractor shall monitor weather forecasts during months of subfreezing temperatures and shut down and winterize the system at the appropriate time. Contractor may need to drain vacuum breakers and waterlines, if necessary, to prevent freeze damage to the facilities. Once the threat of freezing temperatures is over, the contractor shall re-boot to make system operational. All freeze related irrigation system damage shall be repaired at the contractor's expense unless otherwise authorized by the Authorities representative.
3. Damages to irrigation system by others shall be documented by the contractor. Repairs of this nature shall be separate from this contract and shall be performed by qualified irrigation personnel under the direction of a licensed irrigator in accordance with Texas state codes. The contractor shall provide the Authority with a proposal for the repairs in a timely manner to ensure further damage to plant material does not occur.
4. Biannual inspection of all systems shall be required. Any non-routine repairs, issues or requests for additional services should be documented in the contractor's report to the Authority. Irrigation system components include, but are not limited to; valve boxes, valve box lids, valves, controllers,

quick coupler connections, risers, heads, nozzles (for clogs and even spray pattern), back-flow preventers, shut off valves, meters, mainline, lateral lines.

Exhibit C
Maintenance Schedule



Ft. Bend Toll Road Landscape Improvements

Task Frequency Schedule

	NO. OF TRIPS	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
GENERAL													
Supervisory Inspection	4			1			1			1			1
TREES/SHRUBS/BEDS													
Clean Tree Basins/Berms	4			1			1			1			1
Pruning Shrubs (Hedge)	4			1			1			1			1
Pruning Shrubs (Flowering)	4			1			1			1			1
Weed Control	4			1			1			1			1
Fertilize Shrubs/Trees	2						1						1
Pesticide/ Herbicide Application	A S N E C E S S A R Y W I T H S C H E D U L E D M A I N T E N A N C E												
Mulch Addition	1										1		
Crape Myrtle Pruning										1			
DEBRIS REMOVAL													
Twigs, Branches, Leaves	4			1			1			1			1
Landscape Debris/Trash Removal	4			1			1			1			1
IRRIGATION													
Complete Inspection with Report	2			1						1			
Controller Inspection	2			1						1			
Irrigation Repairs		A D D I T I O N A L C O S T - Bid to be submitted for approval for repairs.											
Winterization of backflow devices		A S N E C E S S A R Y W I T H S C H E D U L E D M A I N T E N A N C E											

Exhibit D
Pricing Sheets

GreenMark Environmental

3904 Avenue H
 Rosenberg, TX 77471
 +1 2813435600
 angela@greenmarkenvironmental.com
 www.greenmarkenvironmental.com



ESTIMATE

ADDRESS

Fort Bend County Toll Road
 c/o Mike Stone Associates
 1950 Lockwood Bypass
 Richmond, TX 77469

ESTIMATE # 4933**DATE** 11/13/2023**DESCRIPTION****QTY****RATE****AMOUNT**

GreenMark Environmental proposes to provide the following services:

Landscape and irrigation installation per plans provided for areas along Ft. Bend Toll Road.

Tree Planting along Ft. Bend Toll at Chasewood Drive.

Live Oak - 30 gal.	25	185.00	4,625.00
Loblolly Pine - 30 gal.	25	195.00	4,875.00
Savannah Holly - 30 gal.	25	205.00	5,125.00
Pride of Houston Yaupon Holly - 30 gal.	25	185.00	4,625.00
Wax Myrtle - 30 gal.	24	185.00	4,440.00
Cherry Laurel - 30 gal.	25	297.00	7,425.00
American Beautyberry - 5 gal.	26	21.00	546.00
Enriched Bedding Soil - Cubic Yard	15	38.00	570.00
Hardwood Mulch - Cubic Yard	20	30.00	600.00
Staking Material	50	22.50	1,125.00
Labor			5,894.00
			Subtotal: 39,850.00

Irrigation install for tree planting along Ft. Bend Toll at Chasewood Drive.

1.5" Water Meter			5,985.00
1.5" PVB and Components			816.12
1.5" Valves and Boxes			426.70
Battery Operated Controller			279.75
Bubbler w/ 1/2" Riser			425.65
1.5" Schedule 40 Mainline			1,584.00
Lateral Lines			1,188.44

DESCRIPTION	QTY	RATE	AMOUNT
Fittings, Glue, Primer			961.60
Wire and Connectors			235.00
Equipment			975.00
Labor			4,689.00
			Subtotal: 17,566.26

Landscape installation at Ft. Bend Toll Rd. and Trammel Fresno.

Tuscarora Crape Myrtle - 30 gal.	40	190.00	7,600.00
Adagio Grass - 3 gal.	88	14.50	1,276.00
Knock Out Rose - 3 gal.	92	22.50	2,070.00
Red Yucca - 3 gal.	96	15.40	1,478.40
Bend A Board Edging - Linear Foot	880	2.89	2,543.20
Enriched Bedding Soil - Cubic Yard	215	38.00	8,170.00
Hardwood Mulch - Cubic Yard	98	30.00	2,940.00
Labor			8,618.00
			Subtotal: 34,695.60

Irrigation installation for proposed beds at Ft. Bend Toll Rd. and Trammel Fresno.

1.5" Water Meter			5,985.00
1.5" PVB and Components			816.12
1.5" Drip Control Kits and Boxes			1,638.42
Battery Operated Controller			279.75
Drip Line			5,160.00
1.5" Schedule 40 Mainline (Approximate)			1,320.00
Lateral Lines (Approximate)			720.00
Fittings, Glue, Primer			612.00
Wire and Connectors			74.52
Equipment			550.00
Labor			3,962.00
			Subtotal: 21,117.81

Tree planting along Ft. Bend Toll Rd. between Trammel Fresno and Highway 6.

Bald Cypress - 65 gal.	32	517.50	16,560.00
Enriched Bedding Soil - Cubic Yard	3	38.00	114.00
Hardwood Mulch - Cubic Yard	3	30.00	90.00
Staking Material	32	22.50	720.00
Labor			2,257.00
			Subtotal: 19,741.00

DESCRIPTION	QTY	RATE	AMOUNT
Irrigation installation for tree planting along Ft. Bend Toll Rd. between Trammel Fresno and Highway 6.			
1.5" Valves and Boxes			284.46
Battery Operated Controller			227.31
Bubbler w/ 1/2" Riser			266.56
1.5" Schedule 40 Mainline (Approximate)			1,056.00
Lateral Lines (Approximate)			1,744.80
Fittings, Glue, Primer			521.84
Wire and Connectors			50.15
Equipment			325.00
Labor			3,295.00
			Subtotal: 7,771.12
Landscape installation below Ft. Bend Toll Rd. at Highway 6.			
Adagio Grass - 3 gal.	35	14.50	507.50
Dwarf Yaupon Holly - 3 gal.	117	15.40	1,801.80
Drift Rose - 3 gal.	95	22.50	2,137.50
Red Yucca - 3 gal.	78	15.40	1,201.20
Dwarf Palmetto - 3 gal.	94	18.00	1,692.00
Asian Jasmine - 1gal.	4,600	3.95	18,170.00
Black Star Gravel - Cubic Yard	120	210.00	25,200.00
Bend A Borad Edging - Linear Foot	960	2.89	2,774.40
Weed Barrier & Staples - Square Foot	7,100	0.25	1,775.00
Enriched Bedding Soil - Cubic Yard	225	38.00	8,550.00
Hardwood Mulch - Cubic Yard	105	30.00	3,150.00
Labor			14,269.00
			Subtotal: 81,228.40
Irrigation installation for proposed beds below Ft. Bend Toll Rd. at Highway 6.			
1.5" Water Meter			5,985.00
Road Boring			4,800.00
1.5" PVB and Components			816.12
1.5" Drip Control Kits and Boxes			1,638.00
Battery Operated Controller			279.75
Drip Line			4,730.00
1.5" Schedule 40 Mainline (Approximate)			792.00
Lateral Lines (Approximate)			720.00
Fittings, Glue, Primer			453.60
Wire and Connectors			75.89
Equipment			350.00

DESCRIPTION	QTY	RATE	AMOUNT
Labor			5,378.00
			Subtotal: 26,018.36
Landscape installation along Ft. Bend Toll Rd. west of Highway 6.			
Tuscarora Crape Myrtle - 30 gal.	24	190.00	4,560.00
Adagio Grass - 3 gal.	48	14.50	696.00
Knock Out Rose - 3 gal.	48	22.50	1,080.00
Red Yucca - 3 gal.	48	15.40	739.20
Bend A Board Edging - Linear Foot	480	2.89	1,387.20
Enriched Bedding Soil - Cubic Yard	82	38.00	3,116.00
Hardwood Mulch - Cubic Yard	40	30.00	1,200.00
Labor			5,643.00
			Subtotal: 18,421.40
Irrigation installation for proposed beds along Ft. Bend Toll Rd. west of Highway 6.			
Road Boring			2,400.00
1.5" Drip Control Kits and Boxes			819.00
Battery Operated Controller			227.31
Drip Line			1,075.00
1.5" Schedule 40 Mainline (Approximate)			660.00
Lateral Lines (Approximate)			480.00
Fittings, Glue, Primer			442.50
Wire and Connectors			56.32
Equipment			225.00
Labor			1,475.00
			Subtotal: 7,860.13
Tree planting along Ft. Bend Toll Rd. west of Highway 6.			
Tuscarora Crape Myrtle - 30 gal.	18	190.00	3,420.00
Enriched Bedding Soil - Cubic Yard	1	38.00	38.00
Hardwood Mulch - Cubic Yard	1	30.00	30.00
Labor			893.00
			Subtotal: 4,381.00
Irrigation for tree planting along Ft. Bend Toll Rd. west of Highway 6.			
1.5" Valves and Boxes			142.23
Battery Operated Controller			227.31

DESCRIPTION	QTY	RATE	AMOUNT
Bubbler w/ 1/2" Riser			149.94
1.5" Schedule 40 Mainline (Approximate)			792.34
Lateral Lines (Approximate)			1,440.00
Fittings, Glue, Primer			648.80
Equipment			225.00
Labor			1,356.00
			Subtotal: 4,981.62

WE APPRECIATE THE OPPORTUNITY TO PROVIDE THIS ESTIMATE

AND LOOK FORWARD TO WORKING WITH YOU.

TOTAL

\$283,632.70

Customer understands that this cost estimate is based on cash or check payment. Other forms of payment will be charged a 3% convenience fee.

Accepted By

Accepted Date

GreenMark Environmental

3904 Avenue H
Rosenberg, TX 77471
+1 2813435600
angela@greenmarkenvironmental.com
www.greenmarkenvironmental.com



ESTIMATE

ADDRESS

Fort Bend County Toll Road
c/o Mike Stone Associates
1950 Lockwood Bypass
Richmond, TX 77469

ESTIMATE # 4941**DATE** 12/05/2023

DESCRIPTION	QTY	RATE	AMOUNT
GreenMark Environmental proposes to provide the following services:			
One (1) year maintenance plan for newly installed landscape areas along Ft. Bend Toll Road.			
Fertilization of shrubs and trees - ea.	2	1,100.00	2,200.00
General Maintenance, Weeding, Pruning	4	1,850.00	7,400.00
Mulch Application - ea	1	16,000.00	16,000.00
Irrigation Inspection and Seasonal Adjustment - ea.	2	550.00	1,100.00

WE APPRECIATE THE OPPORTUNITY TO PROVIDE THIS ESTIMATE
AND LOOK FORWARD TO WORKING WITH YOU.

TOTAL**\$26,700.00**

Customer understands that this cost estimate is based on cash or check payment. Other forms of payment will be charged a 3% convenience fee.

Accepted By

Accepted Date

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.

H A Cooley Interests Inc dba GreenMark Environmental
Rosenberg, TX United States

Certificate Number:
2024-1111626

Date Filed:
01/12/2024

Date Acknowledged:
01/24/2024

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

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.

20240112
Landscape and irrigation installation and landscape maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cooley, Harrie	Rosenberg, TX United States	X	
	Cooley, Angela	Rosenberg, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)